

THE STATE OF TEXAS

COUNTY OF TARRANT

INTERLOCAL AGREEMENT

This Interlocal Agreement is between Tarrant County, Texas ("COUNTY"), and the Birdville Independent School District ("BISD").

WHEREAS, the BISD is requesting the COUNTY's assistance to:

- Resurface an existing asphalt play area on The Grace E. Hardeman Elementary School campus located at 6100 . Whispering Lane in Watauga. (Approximately 1,097 Square Yards).
- Resurface an existing asphalt play area on The Holiday Heights Elementary School campus located at 5221 Susan Lee Lane in North Richland Hills. (Approximately 612 Square Yards).
- Resurface an existing asphalt play area on The W.A. Porter Elementary School campus located at 2750 Prestondale Dr in Hurst. (Approximately 1,068 Square Yards).

Hereinafter, collectively referred to as the "**Project**".

WHEREAS the Interlocal Cooperation Act contained in Chapter 791 of the Texas Government Code provides legal authority for the parties to enter into this Agreement; and

WHEREAS, during the performance of the governmental functions and the payment for the performance of those governmental functions under this Agreement, the parties will make the performance and payment from current revenues legally available to that party; and

WHEREAS the Commissioners Court of the COUNTY and the BISD School Board each make the following findings:

- a. This Agreement serves the common interests of both parties.
- b. This Agreement will benefit the public.
- c. The division of costs fairly compensates both parties to this Agreement.
- d. The BISD and the COUNTY have authorized their respective representatives to sign this Agreement; and

- e. Both parties acknowledge that they are each a "governmental entity" and not a "business entity" as those terms are defined in Tex. Gov't Code § 2252.908, and therefore, no disclosure of interested parties pursuant to Tex. Gov't Code Section 2252.908 is required.

NOW, THEREFORE, the COUNTY and the BISD agree as follows:

TERMS AND CONDITIONS

1. COUNTY RESPONSIBILITY

- 1.1 The COUNTY will furnish the labor and equipment to assist the BISD in completing the Project:
 - Resurface an existing asphalt play area on The Grace E. Hardeman Elementary School campus located at 6100 Whispering Lane in Watauga. (Approximately 1,097 Square Yards).
 - Resurface an existing asphalt play area on The Holiday Heights Elementary School campus located at 5221 Susan Lee Lane in North Richland Hills. (Approximately 612 Square Yards).
 - Resurface an existing asphalt play area on The W.A. Porter Elementary School campus located at 2750 Prestondale Dr in Hurst. (Approximately 1,068 Square Yards).

2. BISD RESPONSIBILITY

- 2.1 The BISD will furnish and pay for the actual cost of the materials, including any delivery or freight cost. The BISD will provide a purchase order and will be billed directly by the material supplier. The COUNTY may accumulate and bill the BISD for incidental material cost.
- 2.2 The BISD will pay for one-half of the COUNTY's fuel used to construct this Project. The COUNTY will invoice the BISD for the fuel consumed at the conclusion of the Project.

- 2.3 The BISD will provide or pay for any engineering, survey, and laboratory testing required for this Project.
- 2.4 Prior to the COUNTY beginning work, the BISD will remove the existing basketball goals and provide any necessary construction fences deemed necessary to protect the construction area. The BISD is responsible for replacing the basketball goals after the Project is complete.
- 2.5 If required, the BISD will be responsible for the design and development of a Storm Water Pollution Prevention Plan (SWPPP). The BISD further agrees to pay for all cost (including sub-contractor materials, labor and equipment) associated with the implementation of the SWPPP. The COUNTY will be responsible for maintenance of the SWPPP during the duration of the Project. Documentation and record keeping of the SWPPP will be the responsibility of the BSID.

3. PROCEDURES DURING PROJECT

COUNTY retains the right to inspect and reject all materials provided for this Project.

If the BISD has a complaint regarding the construction of the project, the BISD must complain in writing to the COUNTY no later than 30 days of the date of project completion.

4. NO WAIVER OF IMMUNITY

This Agreement does not waive COUNTY rights under a legal theory of sovereign immunity. This Agreement does not waive BISD rights under a legal theory of sovereign immunity.

5. TIME PERIOD FOR COMPLETION

The parties will make good faith efforts to complete the Project with reasonable diligence. The BISD will give the COUNTY notice to proceed at the appropriate time. However, the COUNTY is under no duty to commence construction at any time.

6. THIRD PARTY

This contract shall not be interpreted to inure to the benefit of a third party not a party to this contract. This contract may not be interpreted to waive any statutory or common law defense, immunity, including governmental and sovereign immunity, or any limitation of liability, responsibility, or damage of any party to this contract, party's agent, or party's employee, otherwise provided by law.

7. JOINT VENTURE & AGENCY

The relationship between the parties to this Agreement does not create a partnership or joint venture between the parties. This Agreement does not appoint any party as agent for the other party.

8. EFFECTIVE DATE

This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed.

9. TERMINATION

This Agreement will automatically terminate on either December 31, 2025, or on the date the project is completed, whichever occurs first. Notwithstanding the foregoing, or any other language to the contrary, either party may terminate this Agreement without cause upon thirty (30) days' written notice to the other party prior to the intended date of termination. In the event of termination by either party, neither party shall have any further obligations to the other party under this Agreement, except that the BISD remains liable to the COUNTY for any outstanding invoice for materials that the COUNTY provides for the project, if any.

10. COMPLIANCE WITH LAWS

In providing the services required by this Agreement, COUNTY and CITY must observe and comply with all applicable federal, state, and local statutes, ordinances, rules, and regulations, including without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and non-discrimination laws and regulations. COUNTY and CITY shall be responsible for ensuring its compliance with any laws and regulations applicable to its business, including maintaining any necessary licenses and permits.

11. EXECUTION OF AGREEMENT

This agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this agreement, and all of which, when taken together, shall be deemed to constitute one and the same agreement. The exchange of copies of this agreement and of signature pages by electronic transmission shall constitute effective execution and delivery of this agreement as to the parties and may be used in lieu of the original agreement for all purposes. Signatures of the parties transmitted or executed electronically shall be deemed to be their original signatures for any purpose whatsoever.

TARRANT COUNTY, TEXAS

BIRDVILLE INDEPENDENT

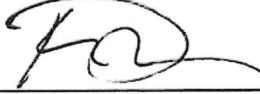
Tim O'Hare
County Judge

Date: _____

Matt Krause
Commissioner, Precinct 3

Date: _____

SCHOOL DISTRICT



Kris Drees
Board President

Date: 3-27-2025



Dr. Gayle Stinson
Superintendent

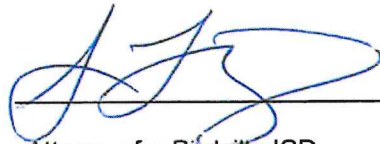
Date: 3-27-2025

APPROVED AS TO FORM*



Criminal District Attorney's Office*

APPROVED AS TO FORM



Attorney for Birdville ISD

* By law, the Criminal District Attorney's Office may only approve contracts for its clients. We reviewed this document as to form from our client's legal perspective. Other parties may not rely on this approval. Instead, those parties should seek contract review from independent counsel.