



INTERLOCAL AGREEMENT (ILA)

Between the City of La Vernia, Texas, and La Vernia Independent School District For Construction of Drainage Improvements on District Property

This **Interlocal Agreement** ("Agreement") is entered into on the _____ day of _____, 2026, by and between the **City of La Vernia, Texas** ("City"), a general-law municipality, and the **La Vernia Independent School District** ("District" or "ISD"), a political subdivision of the State of Texas. City and District may be referred to collectively as the "Parties."

This Agreement is authorized by **Chapter 791 of the Texas Government Code** (the "Interlocal Cooperation Act").

1. Purpose of Agreement

The Parties desire to cooperate in the design and construction of a drainage channel ("Project") on District property to improve stormwater conveyance affecting both District facilities and public rights-of-way.

The District will own the land, and the City will construct the improvements. The District will be responsible for maintaining the completed drainage channel.

See **Exhibit A** for of the Drainage Easement.

2. Property Description

The drainage channel will be located on the following District property:

Property ID: 27668

Address: 369 S FM 1346 La Vernia, TX, 78121

Legal Description: CITY OF LA VERNIA, LOT 424,
ACRES

Property ID:53472

Address: FM 1346 LA VERNIA, TX 78121 **Legal**

Description: CITY OF LA VERNIA, LOT 441B, ACRES
3.84

3. Responsibilities of the Parties

3.1 City Responsibilities

The City shall:

- a. Design, construct, and install the drainage channel and associated improvements ("Improvements").
- b. Obtain all necessary permits, if required.
- c. Coordinate construction with District staff to minimize disruption to school operations.
- d. Restore disturbed areas reasonably after construction.
- e. Retain the right to enter the property in the future for inspection or emergency repairs.

3.2 District Responsibilities

The District shall:

- a. Grant the City a Drainage Easement, attached as Exhibit A (and recorded after execution).
- b. Provide access to the property during construction.
- c. Accept ownership of all completed Improvements.
- d. Perform all routine and long-term maintenance of the drainage channel and associated improvements after acceptance.
- e. Not modify, obstruct, fill, or relocate the Improvements without prior written City approval.

4. Cost Allocation

4.1 Construction Costs

The City shall bear **100% of construction costs**, unless otherwise agreed in writing.

4.2 Maintenance Costs

The District shall bear **100% of maintenance costs** after substantial completion and City acceptance.

5. Access Rights

The District will grant the City reasonable access to inspect the channel and respond to emergencies.

If the District fails to maintain the channel after written notice and cure opportunity, the City may perform maintenance at the District's cost to preserve stormwater capacity and public safety.

6. Design Review

The City will provide the District with design plans for review and comment.

District's approval shall not be unreasonably withheld, and review is limited to impacts on campus operations and safety.

7. Term and Termination

This Agreement becomes effective on the last date of signature and remains in effect until:

- a. Construction is completed and accepted, and
- b. The Drainage Easement has been recorded.

The maintenance obligations in Section 3.2(d) survive termination.

8. Liability; Immunity

Each Party is responsible for its own acts and omissions.

Nothing herein waives governmental or sovereign immunity under Texas law.

9. Notices

Notices required under this Agreement shall be sent to:

City of La Vernia

Attn: City Administrator

Address: 102 Chihuahua E, La Vernia, TX 78121

Phone: (830) 779-4541 option 6

La Vernia ISD

Attn: Superintendent

Address: _____

Phone: _____

10. Entire Agreement; Amendments

This Agreement constitutes the full understanding of the Parties and may only be amended in writing signed by both Parties.

11. Governing Law

The laws of the State of Texas govern this Agreement. The venue lies in **Wilson County, Texas**.

SIGNATURES

CITY OF LA VERNIA, TEXAS

By: _____

Name: _____

Title: City Administrator

Date: _____

LA VERNIA INDEPENDENT SCHOOL DISTRICT

By: _____

Name: _____

Title: Superintendent

Date: _____

EXHIBIT A

