

INTERLOCAL AGREEMENT BETWEEN GRAHAM INDEPENDENT SCHOOL DISTRICT AND CITY OF GRAHAM

WHEREAS, Chapter 791 of the Texas Government Code, also known as the Interlocal Cooperation Act, authorizes all local governments to contract with each other to perform governmental functions or services including administrative functions normally associated with the operation of government such as surplus sale or leasing of necessary equipment, supplies, services or other assets;

WHEREAS, Graham Independent School District (hereinafter “the District”) and the City of Graham (hereinafter “the City”) desire to enter into this Agreement for the purpose of fulfilling and implementing their respective public and governmental purposes, needs, objectives, programs and services;

WHEREAS, the District and the City represent that each are independently authorized to perform the functions or services contemplated by this Agreement;

WHEREAS, each party has sufficient funds available from current revenues to perform the functions contemplated by this Agreement;

WHEREAS, it is deemed in the best interest of all participating governments that said governments do enter into a mutually satisfactory agreement for the construction of an Agricultural Facility (hereinafter “the Facility”) and infrastructure improvements necessary for access to and operation of the Facility;

WHEREAS, the participating governments are of the opinion that cooperation in the procurement of construction services for the Facility and necessary infrastructure improvements will be beneficial to the taxpayers of the governments through the efficiencies and potential savings to be realized.

NOW THEREFORE, the parties hereto, in consideration of the mutual covenants and conditions contained herein, promise and agree as to each of the other as follows:

1. The City shall procure design and construction services including labor and materials for the construction of an Agriculture Facility to be used as a Livestock Project Feeding Facility.
2. The City shall procure and provide construction services including labor and materials for the procurement of necessary infrastructure improvements adjacent to and around the area of the Facility. Such infrastructure improvements shall include roads, drainage, parking and utilities to serve the Facility (hereinafter referred to as “the Infrastructure”).
3. **District Approval and Contribution.** The District shall approve the plan and design for the project and submit to the City prior to project start. Questions or changes during construction will be addressed mutually by the City and the District. The District will be supplying draw amounts needed to pay invoices during construction up to but not to exceed \$400,000.00.
4. **Procurement.** The Infrastructure and the Facility shall be procured, designed, and constructed in accordance with all applicable state and federal laws and regulations, and local ordinances.

5. **Maintenance.** Maintenance of the Facility and the Infrastructure shall remain the responsibility of the District.
6. **Effective Date and Term.** This Agreement shall be effective when signed by the last party whose signing makes the Agreement fully executed.
7. **Modification.** The terms and conditions of this Agreement may be modified upon the mutual consent of all parties. Mutual consent will be demonstrated approval of each governing body of each party hereto. No modification to this Agreement shall be effective and binding unless and until it is reduced to writing and signed by duly authorized representatives of all parties.
8. **Invalidity.** If any provision of this Agreement shall be held to be invalid, illegal, or unenforceable by a court or other tribunal of competent jurisdiction, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. The parties shall use their best efforts to replace the respective provision or provisions of this Agreement with legal terms and conditions approximating the original intent of the parties.
9. **Written Notice.** Unless otherwise specified, written notice shall be deemed to have been duly served if delivered in person or sent by certified mail to the last business address as listed herein.

Graham Independent School District:

Office of the Superintendent
Graham Independent School District

City of Graham

Office of City Manager
Graham, TX

10. **Entire Agreement.** It is understood that this Agreement contains the entire agreement between the parties and supersedes any and all prior agreements, arrangements, or understandings between the parties relating to the subject matter. Nor oral understandings, statements, promises, or inducements contrary to the terms of this Agreement exist. This Agreement cannot be changed or terminated orally. No verbal agreement or conversation with any officer, agent, or employee of any party before or after the execution of this Agreement shall affect or modify any of the terms or obligations hereunder.
11. **Texas Law.** This Agreement has been made under and shall be governed by the laws of the State of Texas.
12. **Place of Performance.** Performance and all matters related thereto shall be in Young County, Texas, United States of America
13. **Authority to Enter Contract.** Each entity has the full power and authority to enter into and perform this Agreement and the person signing this Agreement on behalf of each entity has been properly authorized and empowered to enter into this Agreement. The persons executing this Agreement hereby represent that they have authorization to sign on behalf of their respective entities.

14. **Title to Property and Improvements.** Nothing in this agreement shall operate to transfer any right in the real property upon which the Facility is constructed from the District to the City. Upon substantial completion of the Facility all title to the Facility and improvements shall vest with the District.
15. **Waiver.** Failure of any party, at any time, to enforce a provision of this Agreement, shall in no way constitute a waiver of that provision, nor in anyway affect the validity of this Agreement, any part hereof, or the right of either party thereafter to enforce each and every provision hereof. No term of this Agreement shall be deemed waived or breach excused unless the waiver shall be in writing and signed by the party claimed to have waived. Furthermore, any consent to or waiver of a breach will not constitute consent to or waiver of or excuse of any other different or subsequent breach.
16. **Agreement Read.** The parties acknowledge that they have read, understand and intend to be bound by the terms and conditions of this Agreement.
17. **Assignment.** This Agreement and the rights and obligations contained herein may not be assigned by any party without the prior written approval of the other parties to this Agreement.
18. **Multiple Originals.** It is understood and agreed that this Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.

GRAHAM ISD

BY: _____

DATE:

ATTEST:

_____, Secretary to the Board APPROVED:

CITY OF GRAHAM

BY: _____

ATTEST:

_____, Secretary APPROVED: