

STATE OF TEXAS                   §  
  §  
COUNTY OF HARDEMAN       §

Interlocal Agreement  
Between  
Quanah Independent School District and the City of Quanah  
Regarding Walkway Improvements

THIS AGREEMENT is an interlocal agreement entered by and between the Quanah Independent School District of the State of Texas, and hereinafter referred to as the “DISTRICT” or “QUANAH ISD” and the City of Quanah, hereinafter referred to as the “CITY”.

**RECITALS:**

WHEREAS, the CITY is the owner of a City drainage system (the “Drainage System”); and

WHEREAS, QUANAH ISD wishes to make improvements to the walkway that crosses DISTRICT property across West 7<sup>th</sup> Street at the Shaw Street intersection (the “Walkway”) to improve traffic and drainage conditions at QUANAH ISD; and

WHEREAS, CI Pavement has recently submitted a bid to QUANAH ISD, as part of a competitive bidding process, for the installation of a new concrete speed hump/raised walkway, repair work on the existing damaged sidewalk, and installation of a new ADA accessible ramp to the Walkway (the “Work”); and

WHEREAS, QUANAH ISD wishes to hire CI Pavement to perform the Work; and

WHEREAS, the CITY has determined it is in the public interest to allow QUANAH ISD to make the Work improvements; and

WHEREAS the CITY has agreed to permit the DISTRICT to make the Work improvements; and

WHEREAS the CITY has determined that the plans submitted by QUANAH ISD to the CITY for the Work will not negatively impact the Drainage System.

**NOW THEREFORE**, by this Agreement it is mutually understood and agreed by the Parties as follows:

**SECTION I. GENERAL AGREEMENT**

CONSTRUCTION/TITLE.    QUANAH ISD will be solely responsible for the Work

improvements, including all construction costs for the Work but will not be responsible for any other part of the of the Drainage System, including but not limited to, any responsibility for any maintenance, improvements or repairs as a result of the Work.

INSURANCE/INDEMNIFICATION. The CITY agrees to indemnify and hold harmless QUANAHA ISD for all damages or liability to the Drainage System, if any, arising out of or resulting from the Work. All liability insurance maintained by the City for Drainage System will name Quanaah ISD as an “additional named insured.”

EFFECTIVE DATE. This agreement shall be effective upon the signing of this agreement by both parties.

## **SECTION II. MISCELLANEOUS**

INTERLOCAL AGREEMENT. This agreement is an interlocal governmental agreement and does not create any third-party benefits to any person or entity other than the signatories hereto and is solely for the consideration herein expressed.

SOLE AGREEMENT. This agreement constitutes the sole and only agreement of the DISTRICT and the CITY concerning the subject matter between the DISTRICT and the CITY concerning the subject matter of this agreement.

NO ASSIGNMENT. No assignment of this Agreement or of any right, duty or obligation of performance hereunder shall be made in whole or in part by the DISTRICT without the prior written consent of the CITY.

AMENDMENTS. If changed conditions are encountered during the term of this Agreement, the Agreement may be supplemented or amended under terms and conditions mutually agreeable to the Parties, provided that all such changes, amendments, supplements or modifications shall be in writing.

IMMUNITY. Neither the CITY nor the DISTRICT waives or relinquishes any immunity or defense on behalf of themselves, their trustees, commissioners, offices, employees, and agents as a result of its execution of this Agreement and performance of the functions and obligations described herein.

EXECUTED IN DUPLICATE ORIGINALS, this \_\_\_\_\_ day of June 2019.

**QUANAH INDEPENDENT SCHOOL DISTRICT**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
\_\_\_\_\_, President  
Quanah ISD Board of Trustees

**CITY OF QUANAH**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
\_\_\_\_\_, Mayor City of Quanah