

STATE OF TEXAS *
* **INTERLOCAL AGREEMENT**
* **FOR PROVISION OF ROAD**
COUNTY OF COOKE * **MAINTENANCE SERVICES**

This Agreement is made and entered into this day by and between “Era Independent School District,” and Cooke County, Texas, hereinafter called “County.”

RECITALS

- A. The Era Independent School District desires to provide quality services for the public that uses the facilities of Era Independent School District.
- B. The Era Independent School District does not have the organization and personnel to provide some of these services in addition to other services at the present time.
- C. The County is able to provide the means for these services for the Era Independent School District.
- D. It is in the public interest that the jurisdictions cooperate to provide effective and cost efficient use of the facilities of Era Independent School District.
- E. The parties are each authorized to enter into an Agreement for cooperative actions.

NOW, THEREFORE, the parties agree as follows:

1. Base Level Services

1.1. The County will provide maintenance services, on an as needed basis at the specific request of the Era Independent School District, within the Era Independent School District campuses, rendering such services at the same level, degree and type as is customarily provided by the County in unincorporated areas of the County. The County shall be a contractor for the Era Independent School District and will do the work if the request is within its ability to provide.

1.2. Actual services provided by the County shall be of the type, nature and magnitude subsequently negotiated between the Era Independent School District and the County during annual budget and planning processes in which plans and budgets are adopted by legislation. After adoption, within the constraints of the base level services program described, the Era Independent School District may request adjustments to individual tasks in order to meet specific needs. The County shall consider all such requests and, whenever practicable, alter the work program as necessary. The County is a contractor of services only and does not purport to represent the Era Independent School District professionally other than in providing the services requested by the Era Independent School District.

1.3. Any changes to the level and scope of services provided through this Agreement, which would change the established budget commitment for labor, equipment and materials, shall be negotiated and agreed upon by a mutual, written Agreement of the parties.

2. Discretionary Services

2.1. At the request of the Era Independent School District, the County will provide discretionary services from time to time by a mutual, written Agreement of the parties. The amendment shall be appended to this Agreement.

3. County and Era Independent School District Coordination

3.1. During the course of any project under this agreement the County will identify specific liaisons for both street and traffic maintenance services to handle day-to-day operational activities related to basic and discretionary services. The Era Independent School District will identify a liaison for the same purposes. The liaisons will meet regularly to review the performance of this Agreement.

3.2. Emergency work to protect public safety and/or property will be handled as the County or Era Independent School District liaison deems necessary. The Era Independent School District liaison will be informed and involved in the incident as soon as practicable.

4. Personnel and Equipment

4.1. The County is acting herein as an independent contractor, so that:

- a. Control of personnel standards of performance, discipline and all other aspects of performance, including that of the dedicated on-site staff, shall be governed entirely by the County;
- b. Except as described in 4.3 below, all persons rendering service herein shall be for all purposes employees of the County.

4.2. The County shall furnish all personnel and such resources and materials deemed by the County as necessary to provide the level of street and traffic services herein described and subsequently authorized by the Era Independent School District.

4.3. In the event the County uses contract services to perform one or more of the basic or discretionary services for the Era Independent School District, the appropriate supervision and inspection of the contractor's work will be performed by the County.

5. Compensation

5.1. Costs.

a. In consideration for both base and discretionary services provided by the County as set forth herein, the Era Independent School District shall pay for actual material costs (including, equipment rental, materials and supplies, utilities, and permits); or in kind compensation as agreed by the parties.

b. Estimated costs for the work to be done will be provided to the Era Independent School District prior to scheduling the work by the County.

5.2. Billing.

- a. The County will provide an estimate for the costs of materials as described above and the Era Independent School District shall pay for the actual cost of those materials. The County will not advance the cost of the materials nor bill the Era Independent School District for those materials.
- b. The County will directly bill appropriate utility companies monthly for the cost of utility inspection services, and will send a copy of the bill to the Era Independent School District.
- c. Payments are due within 30 days of invoicing by the County.

5.3. Extraordinary Costs.

The Era Independent School District shall be responsible for any extraordinary costs resulting from the Era Independent School District's decision to modify services.

Era Independent School District Responsibilities

6. Era Independent School District Responsibilities

In support of the County providing the services described in Sections 1 and 2 above, the Era Independent School District shall:

6.1. Hereby confer the authority on the County to perform the street and traffic maintenance services within the Era Independent School District limits for the purposes of carrying out this Agreement.

6.2. Grant the County the authority to act as its agent to inspect roadway restoration done by utility companies within its corporate limits. The inspections will be initiated through the right-of-way construction permit process identified in the contract services agreement between the County and Era Independent School District related to property services.

6.3. Agree that when the County provides engineering and administrative services for the Era Independent School District, the County may exercise all the powers and perform all the duties vested by law or by resolution in the Era Independent School District charged with street administration.

6.4. Adopt by reference all of the County requirements necessary to provide authority for the County to perform the services of this Agreement (for example, road standards, speed limits and parking regulations).

7. Duration

7.1. This Agreement is effective upon signature by both parties, and shall remain in effect for the remainder of the calendar year in which it is signed.

7.2. This Agreement shall renew automatically from year to year effective January 1 to December 31 of each calendar year, unless either party notifies the other in writing to terminate or make substantial changes to this Agreement by April 1 of the preceding calendar year.

Indemnification

8. Indemnification

Texas State law shall govern the respective liability between the parties to this Agreement for any loss due to property damage or personal injury arising out of the activities conducted pursuant to this contract.

Non-discrimination

9. Non-discrimination

The County and the Era Independent School District certify that they are Equal Opportunity Employers.

Audits and Inspections

10. Audits and Inspections

The records and documents with respect to all matters covered by this Agreement shall be subject to inspection, review, or audit by the County or the Era Independent School District during the term of this contract and three (3) years after termination.

Amendments

11. Amendments

The Agreement may be amended at any time by mutual, written Agreement of the signatories of this Agreement.

Entire Agreement

12. Entire Agreement

The parties agree that this Agreement is the complete expression of the terms hereto and any oral representations or understandings not incorporated herein are excluded.

Contract Administration

13. Contract Administration

The parties shall each appoint representatives to review contract performance and resolve problems, which cannot be dealt with by the County and Era Independent School District liaisons. Each party shall notify the other in writing of its designated representatives. The representatives from the County will include the Commissioners' Court and the individual

Commissioner of the precinct or precincts that the Era Independent School District boundaries include. The Era Independent School District representatives are the Era Independent School District Council

Non-waiver

14. Non-waiver

Waiver of any default or breach of this agreement shall not be deemed to be a waiver of any other prior or subsequent default or breach and shall not be construed to be a modification of the terms of this agreement unless stated to be such through written agreement of the signatories hereto.

Invalid Provisions

15. Invalid Provisions if any provision of this Agreement shall be held invalid, the remainder of the Agreement shall not be affected thereby, if such remainder would then continue to serve the purposes and objectives of the parties.

IN WITNESS THEREOF, the parties have executed this Agreement.

COOKE COUNTY

_____ Dated _____
By: Cooke County Judge

ERA INDEPENDENT SCHOOL DISTRICT

_____ Dated _____
By: Superintendent, Era ISD
Jeremy Thompson