

STATE OF TEXAS §
 §
COUNTY OF HARDEMAN §

Interlocal Agreement
Between
Quanah Independent School District and the City of Quanah
Regarding Improvements to Sewer System

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 sanitary sewer system (the “Sewer System”); and

WHEREAS, part of the sewer line in Sewer System is located under DISTRICT property, specifically under the auditorium of the DISTRICT’S High School at 501 W. 7th Street (the “Existing Sewer Line”).

WHEREAS, QUANAH ISD wishes to make improvements to the Existing Sewer Line; and

WHEREAS, Bowles Construction Company has recently submitted a bid to QUANAH ISD as part of a competitive bidding process for the improvements to the Existing Sewer Line, including re-routing the Existing Sewer Line; installing a six inch Gravity Sewer Pipe line to the front of the HS auditorium, adjacent to 7th Street and down to Earl Street; cutting and plugging the existing sewer line, and making repairs to the pavement and sidewalk (the “Work”); and

WHEREAS, QUANAH ISD wishes to hire Bowels Construction Company 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 determined that the plans submitted by QUANAH ISD to the CITY for the Work will not negatively impact the Sewer 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 Sewer 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 QUANAH ISD for all damages or liability to the Sewer System, if any, arising out of or resulting from the Work. All liability insurance maintained by the CITY for the Sewer System will name Quanah 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