

INTERLOCAL AGREEMENT
BETWEEN THE BASTROP INDEPENDENT SCHOOL DISTRICT
AND THE CITY OF BASTROP, TEXAS

This Interlocal Agreement (“Agreement”) is between the **BASTROP INDEPENDENT SCHOOL DISTRICT**, a political subdivision of the State of Texas located in Bastrop County (“District”), and the **CITY OF BASTROP, TEXAS**, a duly organized and operating Home Rule municipality of the State of Texas, (“City”), pursuant to the Interlocal Cooperation Act, Chapter 791, Texas Government Code, as amended, and the general and special laws of the State of Texas, for the purposes and consideration as set out below. The District and the City are sometimes referred to herein individually as the “party,” and collectively as the “parties.”

RECITALS:

WHEREAS, the Parties have a long and successful history of working together for the public interest, and the execution and implementation of this Agreement is intended to advance that cooperative, good faith working relationship in the public interest, with particular focus on the provision of certain City review and inspections services for the District, as detailed herein (“Project”); and

WHEREAS, the District is planning, designing, and constructing the following buildings (collectively, the “Buildings”):

- (1) Bastrop Elementary School #9, located in the West Bastrop Village Development (*address to be determined*), Bastrop, Texas 78602;
- (2) Bastrop ISD Police & Operations, located at 1081 Lovers Lane, Bastrop, Texas 78602; and
- (3) Cedar Creek High School, located at 793 Union Chapel Road, Cedar Creek, Texas 78612; and
- (4) Bastrop Elementary School #10, located in the Silverleaf Development (*address to be determined*), Cedar Creek, Texas 78612; all of which are located within the City limits or its extraterritorial jurisdiction; and

WHEREAS, the District desires that the City will perform certain building plan review, fire plan review, building inspections, and fire inspections (“Inspection Services”) for the initial construction of the Buildings, and the City desires to perform these review and inspection services in exchange for the District paying the fees for such services consistent with the fee schedule set forth in the City’s Code of Ordinances; and

WHEREAS, the Parties acknowledge and agree the purpose and intentions of this Agreement are worthwhile and important public objectives that will be accomplished through the Parties' successful implementation of this Agreement.

NOW, THEREFORE, in consideration of the premises and of the terms, provisions, and mutual provisions herein contained, the District and the City hereby agree as follows:

I. Purpose

- 1.1 Pursuant to Chapter 791 of the Texas Government Code, the District and the City are local governments and desire to enter into this Agreement for the purpose of providing governmental functions in which the Parties are mutually interested and with each Party performing functions they would be authorized to perform individually.
- 1.2 The objective of this Agreement is to detail the roles and responsibilities of the District and City for the Project.

II. Obligations of the District

- 2.1 The District shall comply with all City ordinances, regulations, standards, and requirements pertaining to the planning, design, and construction of the Buildings, as if they were located within the City limits, subject to the terms of any other Interlocal Agreements between the District and the City that are valid, in effect at the time of this Project, and that govern the application of the City's land use and development regulations to the District's construction projects under the City's jurisdiction.
- 2.2 The District shall exercise the typical standard of care as required for all projects.
- 2.3 The District and/or their designated representatives shall notify the City when a phase of the Project is ready for review or inspection by the City. At the time of such notice, the District or their representative shall provide the City with copies of all plans, documents, and other information necessary for the City to perform the Inspection Services. The District shall cooperate with any request from the City for supplementary information that is deemed necessary to perform the Inspection Services.
- 2.4 The District shall pay all necessary fees for the Inspection Services of the City, consistent with the fee schedule set forth in the City's Code of Ordinances. Unless otherwise specified in the City's Code of Ordinances, the District shall pay all fees within thirty (30) days of receipt of an invoice for Inspection Services from the City.

III. Obligations of the City

- 3.1 The City shall provide the Inspection Services to the District for the Buildings, as more specifically detailed in Exhibit A ("Scope of Inspection Services").
- 3.2 Upon receiving notice from the District that a phase of the Project is ready for review or inspection and receipt of all necessary document and information to complete such review or inspection (including any requested supplementary information), the City shall perform such review or inspection within standard submittal and review timeframes provided for in the City's Code of Ordinances, regulations, and policies. If the City determines it is unable to perform such review or inspection within such timeframes, the City shall notify the District in writing of a request for extension of time with a reasonable estimate of when the review or inspection will be completed. The District's consent to such requested extensions shall not be unreasonably withheld. If the City is unable to perform inspection services within a reasonable time, and the delay is impacting the construction schedule, the District

may utilize the services of an independent third-party inspector to supplement the City's services. The costs of any third-party inspector utilized by the District would be the responsibility of the District. The City will only invoice the District for services provided by the City. The District will provide the City at least forty-eight (48) hours' notice if the District elects to use a third-party inspector and provide the City with the name and contact information of the third-party inspector and a description of which of the services under this Agreement that third-party inspector will be performing instead of the City.

3.3 The City shall provide at least forty-eight (48) hours' notice to the District before performing any inspections at the Building locations.

3.4 The City shall timely submit invoices to the District for fees charged for the Inspection Services.

IV. Term and Termination

4.1 The term of this Agreement shall begin on the Effective Date of this Agreement and shall remain in effect until the completion of the construction of the Buildings and the Inspection Services provided for herein, unless otherwise amended or terminated by the parties in a writing.

4.2 As used in this Agreement, "default" shall mean the failure of the District or City to perform any obligation at the time and in the manner required by this Agreement.

4.3 Upon failure of either party to this Agreement to perform an obligation required hereunder, the other party shall promptly give written notice of such default to the party in default. The party in default shall have thirty (30) days after receipt of such notice of default within which to cure such default and, if cured within such time, the default specified in such notice shall cease to exist.

4.4 If default is not cured as provided in this Agreement, the party not in default may resort to all remedies under the law. The parties shall each bear their respective attorneys' fees and court costs incurred as a result of any action to enforce this Agreement. Following the expiration of sixty (60) days after receipt of notice of default by the defaulting party, and providing that the default complained of has not been cured by the defaulting party, then the non-defaulting party may, in addition to any other rights or remedies available at law or in equity, terminate this Agreement by providing written notice to the defaulting party, with the termination to be effective on such future date as specified in the notice of termination sent to the defaulting party.

V. Miscellaneous Provisions

5.1 Non-Waiver. No waiver of any one or more events of default shall operate as, or be deemed to be, a permanent waiver or any rights or obligations, an express or implied waiver of any rights or obligations, or an express or implied acceptance of any other existing or future event of default, whether of a similar or different character; nor shall such a waiver constitute either an amendment of the terms of this Agreement, or a

practice or course of dealing between the parties contrary to the terms of this Agreement.

- 5.2 Law and Venue. This Agreement shall be subject to all federal laws and the laws of the state of Texas as applicable to the parties and for the purposes expressed herein. Venue shall lie in Bastrop County, Texas.
- 5.3 Attorneys' Fees. If any lawsuit or other legal proceeding is brought by one party against the other, each party shall bear their respective attorneys' fees and court costs.
- 5.4 Governmental Immunity. Nothing in this Agreement shall be deemed to waive, modify, or amend any legal defense available at law or in equity to the District or City nor to create any legal rights or claim on behalf of any third party. The District does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the state of Texas.
- 5.5 Amendments and Modifications. This Agreement may not be amended or modified except in writing and executed by the District and the City.
- 5.6 Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, but rather this entire Agreement will be construed as if not containing the invalid or unenforceable provision or provisions, and the rights and obligations of the parties hereto shall be construed and enforced in accordance therewith. The parties acknowledge that if any provision of this Agreement is determined to be invalid or unenforceable, it is their desire and intention that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, be deemed to be valid and enforceable.
- 5.7 Gender, Number and Headings. Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires. The headings and section numbers are for convenience only and shall not be considered in interpreting or construing this Agreement.
- 5.8 Notices. Any notice given pursuant to this Agreement shall be given in writing and delivered or mailed by Certified or Registered United States Mail, postage prepaid, addressed as follows:

To the District: Bastrop Independent School District
Attn: Dr. Kristi Lee, Deputy Superintendent
906 Farm Street
Bastrop, Texas 78602

With a copy to: Leasor Crass, P.C.
Attn: Mike Leasor
302 W. Broad Street
Mansfield, Texas 76063

Attorney for Bastrop ISD

To the City: City of Bastrop
Attn: Andres Rosales, Assistant City Manager
1311 Chestnut Street
Bastrop Texas 78602

With a copy to: Bojorquez Law Firm
Attn: Alan Bojorquez
11675 Jollyville Road, Ste 300
Austin Texas 78759
Attorney for the City of Bastrop

- 5.9 Execution in Counterparts. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall be considered fully executed when all parties have executed an identical counterpart, notwithstanding that all signatures may not appear on the same counterpart. The parties have executed this Agreement by their officers as duly authorized by their respective governing bodies.
- 5.10 Relationship. Each party is acting independently; neither is an agent, servant, employee of the other; and the parties are not engaged in a joint enterprise.
- 5.11 Assignment. This Agreement may not be assigned without the prior written consent of the other party.
- 5.12 Insurance. Each party shall, at its sole cost, provide liability insurance for itself covering its own activities and duties set forth herein.
- 5.13 Current Revenues. Each party shall pay for the performance of its governmental functions and/or services under this Agreement from current revenues available to the party.
- 5.14 Entire Agreement. This Agreement embodies the complete agreement of the parties hereto, superseding all oral or written previous and contemporary agreements between the parties and relating to matters in this Agreement and, except as otherwise provided herein, cannot be modified without written agreement of the parties to be attached to and made a part of this Agreement.
- 5.15 Effective Date: This Agreement is executed to be effective as of the latter date signed by both parties below.

[Signatures on following page.]

Bastrop Independent School District

City of Bastrop

Name: _____, Superintendent

Date: _____

Sylvia Carrillo-Trevino, City Manager

Date: _____

Exhibit A
Scope of Inspection Services

The City shall provide the review and inspection services specified for the Buildings as follows:

1. Bastrop Elementary School #9, West Bastrop Village (address TBD), Bastrop, TX 78602.
 - a. Review of site development plan, final drainage plan, and building plans.
 - b. Inspections for public improvements, site development, and building inspections.
2. Bastrop ISD Police & Operations, 1081 Lovers Lane, Bastrop, TX 78602.
 - a. Review of site development plan, building plan, fire sprinkler and fire alarm plan.
 - b. Inspections for site development, building inspections, and fire inspections.
3. Cedar Creek High School, 793 Union Chapel Road, Cedar Creek, TX 78612.
 - a. Review of building remodel plans only.
 - b. Inspection of building inspections.