

STATE OF TEXAS §
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COUNTY OF TARRANT §

INTERLOCAL AGREEMENT

This Interlocal Agreement (the “Agreement”) is between the City of Everman, Texas (“City”) and Everman Independent School District (“EISD”). City and EISD may each be referred to herein as a “Party” and collectively as the “Parties.” For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

WHEREAS, the City of Everman is a home-rule municipality and local governmental unit as defined by Government Code section 791.003 and is the owner of the Everman Civic Center; and

WHEREAS, the EISD is an independent school district under the Texas Education Code Chapters 11 and 13; and

WHEREAS, this Agreement is authorized and governed by the Interlocal Cooperation Act, Texas Government Code Chapters 791 and 418.

I. Purpose

This Agreement is entered into between the **City of Everman, Texas** (“City”) and the **Everman Independent School District** (“EISD”) to establish terms and conditions for the use of the Everman Civic Center, located at 213 N. Race Street in the City of Everman (the “Facility”), owned and operated by the City, by EISD during any declared emergency.

II. Authority

This Agreement is authorized under the Texas Disaster Act of 1975, Texas Government Code Chapter 418, and other applicable state and local authorities, which encourage cooperative efforts between local governments and political subdivisions for emergency management and disaster response.

III. Use of Facility

1. Upon declaration of an emergency by the City, County, or State, the City Manager of Everman may authorize, in writing, the use of the Facility by EISD. The City Manager, in the writing authorizing the use of the Facility, will identify any areas of the Facility that are off-limits and not to be used by EISD and the dates and times that the Facility will be made available to EISD.
2. The Facility may be utilized by EISD for emergency sheltering, reunification, staging, and/or other purposes related to protection of life, property, and the continuity of school operations.

3. All use of the Facility under this Agreement shall remain under the supervision and direction of the City Manager, or designee, to ensure coordination with other emergency response operations.

IV. Responsibilities of the Parties

City of Everman shall:

- Provide access to the Civic Center when authorized in writing by the City Manager.
- Maintain overall control of the facility and coordinate with other responding agencies.
- Ensure the facility is maintained in a safe and operable condition for emergency use.

Everman Independent School District shall:

- Coordinate with the City Manager or designee regarding intended use, staffing, and resources.
- Provide personnel, supplies, and equipment necessary to support its operations within the Civic Center.
- Restore the facility to its pre-use condition, subject to reasonable wear and tear, following emergency operations.

V. Term and Termination

This Agreement shall become effective upon signature by both Parties and shall remain in effect unless terminated by either Party by providing written notice of such termination to the other Party thirty (30) days prior to the intended termination date.

VI. Responsibility

To the extent allowed by law, and without waiving any immunity (governmental or otherwise) available to a Party under Texas law, or any other defense a Party is able to assert under Texas or federal law, each Party agrees to be responsible for its own negligent acts or omissions in the course of performance of this Agreement.

VII. No Waiver of Immunity

Notwithstanding any other provision of this Agreement, nothing in this Agreement shall or may be deemed to be, or shall or may be construed to be, a waiver or relinquishment of any immunity, defense, or tort limitation to which a Party, its officials, officers, employees, representatives, and/or agents are or may be entitled, including without limitation, any waiver of immunity to suit. By entering into this Agreement, the Parties do not create any obligations, express or implied, other than those set forth herein, and this Agreement shall not create any rights in any persons or entities who are not parties to this Agreement.

VIII. Miscellaneous

1. Nothing in this Agreement creates a financial obligation for either Party, except as specifically agreed upon in writing.
2. This Agreement does not create a joint venture, partnership, or employment relationship between the Parties.
3. Both Parties agree to comply with all applicable federal, state, and local laws in carrying out this agreement.
4. This Agreement may only be amended by the mutual written agreement of the Parties.
5. No Party shall be liable to the other Parties for any failure, delay, or interruption in the performance of any of the terms, covenants, or conditions of this Agreement due to causes beyond the Party's respective control or because of applicable law, including, but not limited to, war, nuclear disaster, strikes, boycotts, labor disputes, embargoes, acts of God, acts of the public enemy, acts of superior governmental authority, floods, riots, rebellion, sabotage, terrorism, or any other circumstance for which a Party is not legally responsible or which is not reasonably within its power to control. The affected Party's obligation shall be suspended during the continuance of the inability then claimed, but for no longer period. To the extent possible, the Party shall endeavor to remove or overcome the inability claimed with reasonable dispatch.

VII. Signatures

EXECUTED this _____ day of _____, 2025 by the
City of Everman.

CITY OF EVERMAN

By: _____

Name: _____

Title: _____

EXECUTED this _____ day of _____, 2025 by the
Everman Independent School District.

EVERMAN INDEPENDENT SCHOOL DISTRICT

By: _____

Name: _____

Title: _____

APPROVED AS TO FORM AND LEGALITY:

By: _____
City Attorney

By: _____
District Attorney

Date: _____

Date: _____

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