

STATE OF TEXAS §

COUNTY OF TARRANT §

INTERLOCAL AGREEMENT BETWEEN THE CITY OF EULESS AND
THE GRAPEVINE COLLEYVILLE INDEPENDENT SCHOOL DISTRICT
FOR THE PROVISION OF SCHOOL BUS SERVICES TO STUDENTS LIVING IN
A SPECIFIED SEGMENT OF THE GRAPEVINE ELEMENTARY SCHOOL
ATTENDANCE ZONE

This Interlocal Agreement (“Agreement”) is made and entered into by and between the City of Euless, Texas, a municipal corporation located in Tarrant County, Texas (hereinafter referred to as “Euless”) and the Grapevine-Colleyville Independent School District, a political subdivision of the State of Texas (hereinafter referred to as “GCISD”) for the provision of school bus services to a specified segment of the Grapevine Elementary School Attendance Zone within the City of Euless (the “Attendance Zone”). The Attendance Zone is shown in detail on Exhibit A attached hereto.

WHEREAS, an extensive construction project will exist on Baze Road from Priest Street on the south to Glade Road on the north (the “Project”) and the Project may increase the risk of traffic accidents within the Project and thereby affect the safety of Grapevine Elementary School students residing in the Attendance Zone as they travel to and from school; and

WHEREAS, it is not mandatory that the school children residing in the Attendance Zone receive school bus service under Texas law; and

WHEREAS, Euless and GCISD desire to provide for the safety of school children living in the Attendance Zone as they pass through the Project on their way to and from school each day; and

WHEREAS, Euless has requested GCISD to make morning and afternoon bus services available for students living in the Attendance Zone; and,

WHEREAS, Euless shall provide funding for this school bus service as provided herein; and

WHEREAS, the parties agree that this provision of school bus services shall not entitle a student residing within the Attendance Zone to bus services beyond the completion of the Project; and

WHEREAS, it is mutually advantageous to both parties to enter into this agreement; and

WHEREAS, Texas Government Code, Chapter 791 (the “Act”), provides authorization for political subdivisions to contract with one another for the performance of governmental functions and services under the terms of the Act:

WITNESSETH

NOW, THEREFORE, for and in consideration of the mutual covenants, terms and conditions set forth herein, and the mutual benefits to each party, the receipt and sufficiency of which are hereby acknowledged, GCISD and Eules hereby contract, covenant, warrant and agree as follows:

I
ADOPTION OF PREAMBLE

All of the matters stated in the preamble of the Agreement are true and correct and are hereby incorporated into the body of the Agreement as though fully set forth in their entirety herein.

II
OBLIGATIONS OF THE PARTIES

1. Eules shall provide funding in the amount of \$46.70 per school day to GCISD for providing bus services to the students living in the Attendance Zone during the construction of the Project. Such funding shall be paid in two installments with the first payment being made on August 1, 2011 in the amount of \$3,643, and the second payment being made on January 1, 2012 in the amount of \$1,821. Payments will be made to GCISD's Financial Services Department at the address specified in Article IV. Such funding shall be paid from current funds available to Eules.
2. GCISD agrees that Eules's payment is adequate consideration for providing the school bus services, and agrees to provide the school bus services to the students as described herein.
3. The term of this Agreement shall be for a period of six (6) months commencing on August 1, 2011 and ending on January 31, 2012, and shall not create any expectancy or claim of entitlement to bus services beyond the completion of the Project. The Agreement may be extended for any period after January 31, 2012, as needed to cover any delays in completion of the Project.

III
INDEMNIFICATION AND HOLD HARMLESS

1. Only to the extent authorized by the Texas Tort Claims Act as to GCISD's use of its motor vehicles, GCISD agrees to and accepts responsibility for the acts, negligence, or omissions of all GCISD employees and agents in the performance of this Agreement. Only to the extent authorized by the Texas Tort Claims Act, Euless agrees to and accepts responsibility for the acts, negligence, or omissions of all of Euless' employees and agents in the performance of this Agreement. It is further agreed that if a claim or liability shall arise from the joint or concurring negligence of both parties hereto, in a situation in which both parties are liable under the Texas Tort Claims Act, then the liability shall be borne by them comparatively in accordance with the laws of the State of Texas. This paragraph shall not be construed as a waiver by either party of governmental immunity or of any defense available to it under the laws or constitution of the State of Texas. It is understood that it is not the intention of the parties hereto to create liability for the benefit of third parties, but that this Agreement shall be for the benefit of the parties hereto.

2. GCISD shall maintain motor vehicle liability insurance in amounts determined by GCISD to be sufficient to fulfill its obligations herein.

IV.
NOTICES

Any notice required to be given under this Agreement shall be deemed to have been adequately given if deposited in the United States mail in an envelope with sufficient postage and properly addressed to the other party as follows:

City of Euless
201 N. Ector Dr.
Euless, Texas 76039
Attention: City Manager

Grapevine-Colleyville I.S.D.
3051 Ira E. Woods Avenue
Grapevine, Texas 76051
Attention: Superintendent

A change of address may be made by either party upon the giving of ten (10) days prior written notice.

V.
MISCELLANEOUS PROVISIONS

1. This Agreement shall be binding upon and insure to the benefit of the parties hereto and their respective successors and assigns.
2. This Agreement constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter hereof.
3. No amendment, modification or alteration of the terms hereof shall be binding unless the same be in writing, dated subsequent to the date hereof and duly executed by the parties.
4. This Agreement may be executed concurrently in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
5. If, in case any one or more of the provisions contained in the Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
6. The obligations and undertakings of each of the parties to this Agreement are and shall be performable in Tarrant County, Texas.
7. Each party hereto warrants that it has received authority from its governing body to enter into this Agreement.

EXECUTED this the _____ day of _____, 2011.

CITY OF EULESS, TEXAS

GRAPEVINE COLLEYVILLE INDEPENDENT
SCHOOL DISTRICT

Mary Lib Saleh, Mayor

Charlie Warner, President GCISD Board of
Trustees

ATTEST:

ATTEST:

Susan Crim, City Secretary

Leon Leal, Secretary GCISD Board of Trustees

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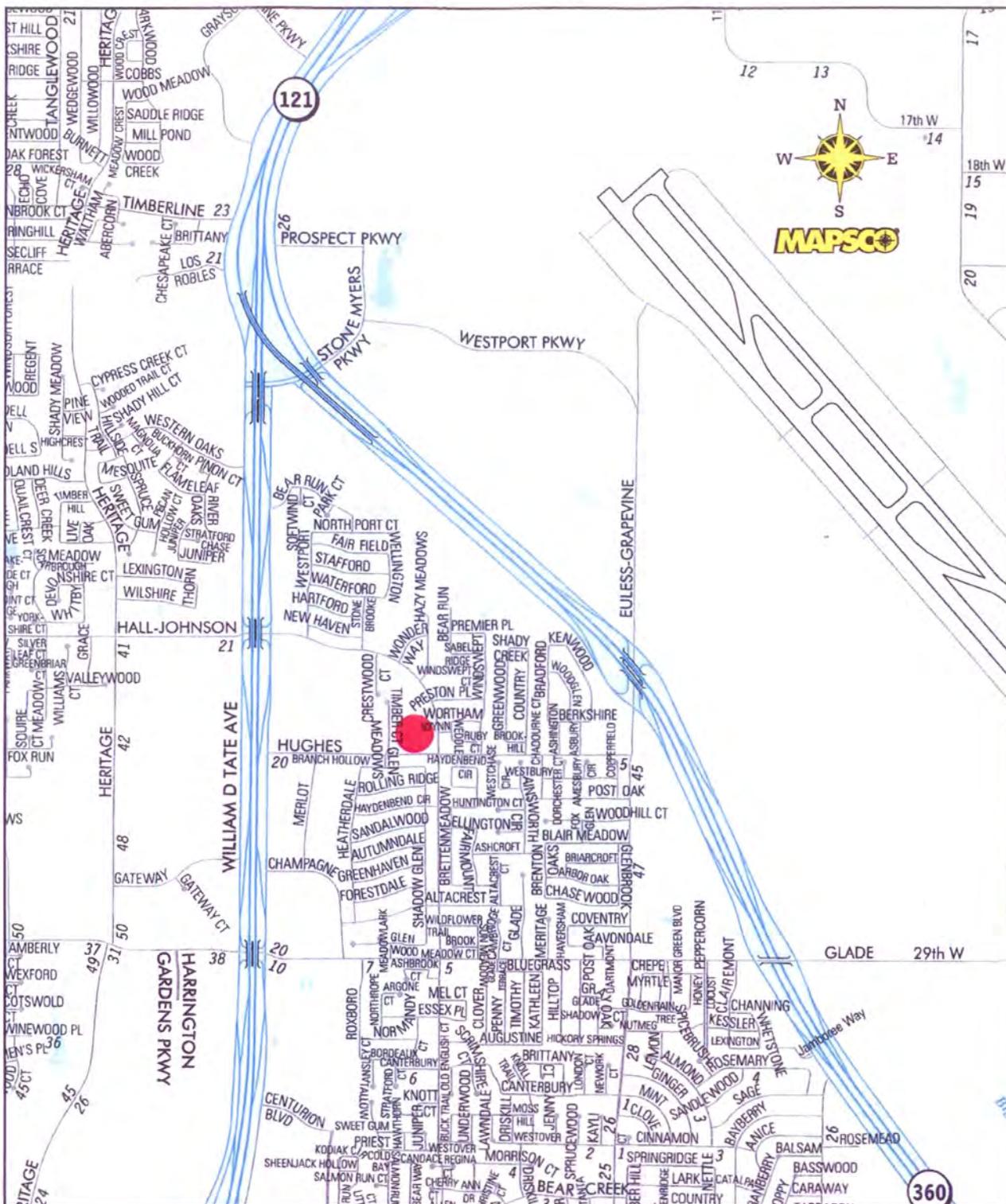
This instrument was acknowledged before me on the ____day of _____, 2011, by Mr. Charlie Warner, President Board of Trustees of Grapevine-Colleyville I.S.D., for the purposes and consideration therein expressed.

Notary Public in and for the State of Texas

This instrument was acknowledged before me on the ____day of _____, 2011, by Mary Lib Saleh , Mayor, City of Euless, for the purposes and consideration therein expressed.

Notary Public in and for the State of Texas

363367



Grapevine Elementary
1801 Hall-Johnson Road
Grapevine, Texas 76051-5705
817/251-5735

