

**INTER-LOCAL AGREEMENT
BETWEEN THE DEER PARK INDEPENDENT SCHOOL DISTRICT AND
THE CITY OF DEER PARK FOR THE EAST SECOND STREET
REPAVEMENT PROJECT NEAR THE DEER PARK INDEPENDENT SCHOOL
DISTRICT BUS BARN**

Purpose

The purpose of this agreement is to replace the existing 11,050 square feet of asphalt pavement to be removed along with the existing 8 inches stabilized base. These will be replaced with a new 8 inches of stabilized base and 7 inches of reinforcement concrete on East Second Street near the DPIISD bus barn. The parties hereto agree that it is to their mutual benefit and the benefit of their citizenry to enter into this agreement. The health, safety, and welfare of the students and staff of Deer Park Independent School District and the citizens of the community will benefit.

Pursuant to Texas Government Code Article 791.001, one or more public agencies may contract with one another to perform governmental services, which each itself, is by law authorized to perform.

Deer Park Independent School District (DPIISD) and the City of Deer Park desire to establish an Inter-local Agreement to allow for the above-described relationship. The terms of this Agreement are not intended to establish or to create any rights in any persons or entities other than the parties. The cost of 114,568.00 will be paid by the City of Deer Park. The Deer Park Independent School District shall administer the construction project.

Duration

This agreement will commence on June 1, 2026, and expires when the project is completed and all payments are made.

Payment Schedule

Payment for construction project shall be billed to the City of Deer Park by Deer Park Independent School District and paid within thirty (30) days of receipt of invoice.

Indemnity

The City of Deer Park shall be liable for and agrees to indemnify, save harmless and defend the Deer Park Independent School District from any and all claims, causes of action and damages of every kind arising from construction project.

The Deer Park Independent School District shall be liable for and agrees to indemnify, save harmless and defend the City of Deer Park from any and all claims, causes of action and damages of every kind arising from the negligent actions of its employees and agents conducted in performance of this Agreement.

To indicate your acceptance of this agreement, please sign, date, and return the enclosed copy of this agreement. Once accepted, this document will represent the complete agreement between Deer Park Independent School District and the City of Deer Park.

This agreement is entered under authority of and in accord with the provisions of Chapter 791, Texas Government Code.

_____ Date
James J. Stokes, City Manager
City of Deer Park

_____ Date
Tiffany Regan, Superintendent
Deer Park Independent School District

_____ Date
Jason Cable, Board President
Deer Park Independent School District