

**INTERLOCAL AGREEMENT BETWEEN THE CITY OF ANGLETON, TEXAS AND
THE ANGLETON INDEPENDENT SCHOOL DISTRICT FOR CITY SUMMER CAMP
PROGRAM TRANSPORTATION**

STATE OF TEXAS §

COUNTY OF BRAZORIA §

WHEREAS, the City of Angleton ("Angleton" or the "City") is a Home-Rule Municipal Corporation in Brazoria County, Texas and Angleton Independent School District ("AISD or "the District") is an independent school district organized under Chapter 11 of the Texas Education Code and defined as a local government in Texas Government Code Section 791.003, both parties enter this Interlocal Agreement under the authority of the Interlocal Cooperation Act (the "Act"), Chapter 791 of the Texas Government Code, as amended. Angleton and AISD wish to enter into an agreement. The Parties mutually agree, and state as follows:

WHEREAS, both the City and the District represent that each is independently authorized to perform the functions contemplated by this Agreement; and

WHEREAS, Texas Government Code §791.011 authorizes the City and District to enter into an interlocal to provide a governmental function or service that each party to the contract is authorized to perform individually; and

WHEREAS, the District is the owner of school bus transportation facilities and equipment which will not be in daily use during the weeks of summer between school terms; and

WHEREAS, the City desires to sponsor a 2025 summer camp program for at-risk school-age children and desires the support of the District in the form of in-kind contribution of transportation services without the City acquiring any contractual rights or property interest in District facilities, equipment or services, nor subjecting the District to any undue risk of liability;

AGREEMENT

NOW THEREFORE, BE IT RESOLVED that the City of Angleton, Texas (City), and Angleton Independent School District (AISD), sometimes collectively referred to as the "parties," each acting through their respective governing bodies, hereby enter into this Interlocal Agreement, for and in consideration of the mutual benefits and promises each to the other made herein, the parties named above do hereby agree as follows:

1. RECITALS

All the recitals and preambles contained in the above paragraphs are found to be true and correct and are incorporated herein and made a part of this Agreement.

2. PUBLIC PURPOSE

The purpose of this Agreement is to utilize District transportation equipment and licensed District bus drivers to support the City summer camp program, which will benefit both the City, its citizens and visitors, and the District, the students and visitors of the District.

3. GENERAL PROVISIONS, RIGHTS, AND DUTIES

The District shall furnish one bus with a minimum capacity of fifty (50) passengers and a qualified District driver who possesses a valid commercial driver's license for the type of vehicle operated.

In exchange for the use of District equipment and a licensed District driver, the City agrees to reimburse the District the cost of mileage and hourly wage of the District driver for the designated dates and times outlined in Exhibit A attached herein. Exhibit A is subject to change in the event of scheduling conflicts, cancellations, or other unforeseen circumstances affecting the outlined trip destinations. The City will provide the District with prompt and reasonable advance notice of any such changes, and will make reasonable efforts to minimize disruption.

It is not the intention of the Parties hereto to create a partnership or association. The duties and liabilities of the City and the District are intended to be separate and not joint or collective. Nothing contained in this Agreement and in any agreement made pursuant hereto shall ever be construed to create a partnership or duty, obligation, or liability with respect to any one or more of the Parties hereto.

4. TERM

The term of this Agreement will be for ten (10) weeks commencing on June 2, 2025, and ending on August 8, 2025. The term of this Agreement may be extended only upon the mutually signed agreement of both Parties upon such terms and conditions as agreed to at that time.

5. DEFAULT

If at any time during the term of this Agreement, either party shall fail to fulfill their obligations in accordance with the provisions of this Agreement in an efficient, timely and careful manner and in strict accordance with provisions of this Agreement, then the other party shall have the right, if the defaulting party shall not cure any such default after thirty (30) days written notice thereof, to terminate this Agreement and pursue any and all remedies available under the law. Any such act by the other party shall not be deemed a waiver of any other right or remedy of the other party.

Funding. The Parties understand and acknowledge that the funding of this Agreement is contained in the City's annual budget and is subject to the approval of the City in each fiscal year. The Parties further agree that should the governing body of any Party fail to approve a budget that includes sufficient funds for the continuation of this Agreement, or should the governing body of any Party fail to certify funds for any reason, then and upon the occurrence of such event, this

Agreement shall automatically terminate as to that Party and that Party shall then have no further obligation to the other Party.

6. AGREEMENT INTERPRETATION AND VENUE

The Parties covenant and agree that any litigation relating to this Agreement, the terms and conditions of the Agreement will be interpreted according to the laws of the State of Texas and venue shall be exclusively in Brazoria County, Texas.

Should there be any dispute between the parties, prior to the initiation of any litigation the parties will attempt in good faith to resolve any such dispute by resort to alternative dispute resolution, as authorized by Texas Government Code Ch 2009.

7. CAPTION

The captions to the various clauses of this Agreement are for informational purposes only and in no way alter the substance of the terms and conditions of this Agreement.

8. LIABILITY

In providing services pursuant to this Agreement, each Party shall be legally responsible for the conduct of their respective employees, regardless of whether such employees are performing duties at the request of or under the authority, direction, suggestion, or order of the responding Party. Each Party hereby waives all claims against the other Party for compensation for any loss, damage, personal injury, or death because of the performance of this Agreement. During the term of this Agreement, the District agrees to carry General Liability in the amount of \$1,000,000 each occurrence and General Aggregate limit of \$2,000,000.

9. IMMUNITY

It is expressly understood and agreed that, in the execution of this Agreement, no Party waives, nor shall be deemed hereby to waive, any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions.

10. SEVERABILITY

If any of the terms, sections, subsections, sentences, clauses, phrases, provisions, covenants or conditions of this Agreement are for any reason held to be invalid, void or unenforceable, the remainder of the terms, sections, subsections, sentences, clauses, phrases, provisions, covenants, or conditions in this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidate.

11. MISCELLANEOUS PROVISIONS

- a) **Venue:** Venue for any lawsuit involving this agreement shall be in Brazoria County, Texas.
- b) **Choice of Law:** This Contract is governed by the laws of the State of Texas.
- c) **Entire Contract:** This agreement constitutes the entire agreement between City and AISD, and all negotiations and all understandings between the Parties are merged herein. The terms and conditions of this agreement specifically replace and supersede

any prior discussions, terms, documents, correspondence, conversations, or other written or oral understanding not contained herein or specifically adopted by reference. Any verbal or written commitment not contained in this Agreement or expressly referred to in this Agreement and incorporated by reference shall have no force or effect, and parole evidence of any such agreement shall have no force and effect on the provisions of this Agreement.

- d) **Partial Invalidity:** If any term, provision, covenant, or condition of this agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.
- e) **Survival:** Any provisions which by their terms survive the termination of this agreement shall bind its legal representatives, heirs, and assigns as set forth herein.
- f) **Assignment:** The Parties shall not assign, transfer, or encumber any right or interest in this agreement, in whole or in part, without prior written approval of the other Party.
- g) **Notices:** Each notice to City shall be sent to the designated City Representative and each notice to AISD shall be sent to the designated AISD Representative or their designees as outlined in this Agreement. Each formal notice required by the terms of this Agreement shall be in writing and sent by facsimile, telex, courier or by registered or certified mail. Unless changed by giving notice as provided in this subsection, the designated representatives of the parties shall be:

CITY OF ANGLETON

Chris Whittaker
City Manager
121 S Velasco
Angleton, TX 77515

Geri Gonzales
Recreation Superintendent
1601 N Valderas
Angleton, Texas 77515
Telephone: (979) 849-4364
Email: ggonzales@angleton.tx.us

ANGLETON INDEPENDENT SCHOOL DISTRICT

Phil Edwards
AISD Superintendent
1900 N Downing
Angleton, Texas 77515
Telephone: (979) 799-7904
Email: phil.edwardsa@angletonisd.net

- h) **Benefits:** This agreement shall bind, and the benefits thereof shall inure to the respective parties hereto, their heirs, legal representative, executors, administrators, successors, and assigns.
- i) **Amendments:** This agreement can be supplemented and/or amended only by a dated written document executed by both parties.
- j) **Gender:** 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, and vice versa, unless the context requires otherwise.
- k) **Multiple Copies:** This agreement may be executed in multiple counterparts each of which constitutes an original.
- l) **Article and Section Headings:** The Article and Section headings contained herein are for convenience and reference and are not intended to define or limit the scope of any provision of this agreement.
- m) **Misspelled Words:** Misspelling of one or more words in this agreement shall not void this agreement. Such misspelled words shall be read so as to have the meaning apparently intended by the parties.

EXECUTED this 20th day of May 2025.


CITY OF ANGLETON

Chris Whittaker
City Manager
121 S Velasco
Angleton, TX 77515

Attest:

By: _____
Michelle Perez, City Secretary

ANGLETON INDEPENDENT SCHOOL DISTRICT



Tommy Gaines
AISD Board of Trustees President
1900 N Downing
Angleton, Texas 77515


Attest:  _____

EXHIBIT A

Week 1: June 2 – June 6

Location	Mileage	Hours
Moody Gardens Rainforest- Galveston, TX	100 total (50 each way)	6

Week 2: June 9 – June 13

Location	Mileage	Hours
Funtastik Labs- Sugar Land, TX	80 total (40 each way)	6
The Health Museum- Houston, TX	80 total (40 each way)	6

Week 3: June 16 – June 20

Location	Mileage	Hours
Galveston Railroad Museum- Galveston, TX	100 total (50 each way)	6

Week 4: June 23 – June 27

Location	Mileage	Hours
Schulman's Movie, Bowl, and Grille- Bay City, TX	72 total (36 each way)	6
Mainstreet Theater- Houston, TX	82 total (41 each way)	6

Week 5: July 7 – July 11

Location	Mileage	Hours
Houston Museum of Illusions- Houston, TX	90 total (45 each way)	6

Week 6: July 14 – July 18

Location	Mileage	Hours
Main Event- Webster, TX	68 total (34 each way)	6
Krazy Sk8- Clute, TX	32 total (16 each way)	4

Week 7: July 21 – July 25

Location	Mileage	Hours
Pump It Up- Webster, TX	66 total (33 each way)	6
Schulman's Movie, Bowl & Grille	72 total (36 each way)	6

Week 8: July 28 – August 1

Location	Mileage	Hours
Outdoor Pool- Lake Jackson, TX	24 total (12 each way)	3
Moody Gardens Aquarium- Galveston, TX	100 total (50 each way)	6