

**INTERLOCAL COOPERATION AGREEMENT BETWEEN THE CITY OF  
ANGLETON, TEXAS, AND ANGLETON INDEPENDENT SCHOOL  
DISTRICT FOR SHARING ANGLETON POLICE DEPARTMENT  
COMMUNICATIONS TRANSMISSION TOWER**

**THE STATE OF TEXAS**           §  
  §  
**COUNTY OF BRAZORIA**       §

**WHEREAS**, the City of Angleton, Texas, (“City”) owns, maintains, and utilizes a radio transmission tower for municipal and police business located at the Angleton Police Department; and

**WHEREAS**, the Angleton Independent School District (“AISD”) requires the use of the transmission tower for use by the AISD Police Department for school district and safety purposes ; and

**WHEREAS**, the City has agreed to share its communications transmission tower to assist AISD in its needs, and the sharing of the tower benefits the residents of the City;

**WHEREAS**, the City would like to assist AISD in its communications capabilities; and

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

**WHEREAS**, each party has sufficient funds available from current revenues to perform the functions contemplated by this Agreement; and

**NOW THEREFORE, BE IT RESOLVED** THAT THE CITY OF ANGLETON (City), AND ANGLETON INDEPENDENT SCHOOL DISTRICT (AISD), collectively referred to as the "Parties," each acting through their respective governing bodies, hereby enters into this Interlocal Agreement.

**I. RECITALS**

All the recitals and preambles hereinabove stated are found to be true and correct and are incorporated herein and made a part of this agreement.

**II. PURPOSE**

Angleton is a Home Rule Municipal Corporation in Brazoria County, Texas and Angleton Independent School District is defined as a political subdivision in the Texas Government Code 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. City and AISD wish to enter into an agreement regarding the establishment of procedures and guidelines for the City and AISD to share the use of the radio transmission tower installed on the roof of the City of Angleton, Angleton Police Department building. This agreement is executed pursuant to TEX. GOV'T CODE Chapter 791, known as the Interlocal Cooperation Act.

### **III. SCOPE OF SERVICES**

The City and AISD agree that all equipment will be housed inside the Police Department is as follows.

- (a) AISD will install and provide three (3) antennas on the City of Angleton Tower, and AISD will bear all responsibility for the installation, the equipment, and all maintenance and service of the three (3) antennas; and
- (b) City will permit the housing, storage, installation of three (3) repeaters, three (3) duplexers, one(1) power amp, and one (1) UPS power back-up all owned and supplied by AISD at no expense to City.
- (c) No alterations are to be made to City property and the parties recognize there is an existing access point and cable tray in place from the building to the tower.
- (d) AISD will maintain necessary liability insurance in the event of damage or destruction to the antennae or the equipment housed on the interior of the City of Angleton Police Department building; which includes general liability policy limits of no less than \$1 million (\$1,000,000.00) per occurrence with the city named as an additional insured and AISD agrees to waive any claim of subrogation.

### **TERM OF AGREEMENT**

The term of this agreement extends from           1, 2021           through           1, 2023          .

### **IV. CURRENT REVENUES**

Each party shall pay for the performances of services under this agreement from current revenues.

### **V. DISCRIMINATION**

No one, on the grounds of race, creed, color, national origin, disability, age, or gender shall be subject to discrimination in the performance of this Agreement.

### **VI. FORCE MAJEURE**

Neither Party shall be deemed in violation of this Agreement if it cannot perform any of the obligations hereunder by reason of strikes, boycotts, labor disputes, embargoes, act of God, acts of the public enemy, acts of superior governmental authority, riots, rebellion, sabotage, or other circumstances for which it is not responsible, or which is not within its control.

## VII. 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.
- d) **Exhibits:** All exhibits are attached and are incorporated into the agreement.
- e) **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.
- f) **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.
- g) **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.
- h) **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 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

Telephone: 979-849-4364 ext. 2112

Email: [cwhittaker@angleton.tx.us](mailto:cwhittaker@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

Angel Kersten  
AISD Transportation Director  
1900 N Downing  
Angleton, Texas 77515  
Telephone: (979) 248-1818  
Email: akersten@angletonisd.net

- j) **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.
- k) **Amendments:** This agreement can be supplemented and/or amended only by a dated written document executed by both parties.
- l) **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.
- m) **Multiple Copies:** This agreement may be executed in multiple counterparts each of which constitutes an original.
- n) **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.
- o) **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.
- p) Neither party may assign this agreement in whole or in part without the consent of the other party.
- q) This is not a third-party contract. This contract may not be enforced by any person other than the District or the City, and nothing herein shall be construed to create any rights in third parties.
- r) **Severability Clause:** The parties intend for the various provisions of this Agreement

to be severable so that the invalidity, if any, of any one section (or more) shall not affect the validity of the remaining provisions or sections.

- s) This document may be executed in any number of original signature counterparts, each of which shall for all purposes be deemed an original, and all such counterparts shall constitute one and the same document. Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each party has been properly authorized and empowered to enter into this Agreement. The persons executing this Agreement hereby represent that they have authorization to sign on behalf of their respective entity.
- t) This Agreement represents the entire agreement of the parties and supersedes any verbal or written representations of, to or by the parties to each other. Each party agrees, represents, and conclusively stipulates that it has neither received nor relied upon any oral or written representations or promises concerning the subject matter of this agreement, except for the statements written in this document.
- u) It is understood and agreed that this Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.
- v) No amendment, modification, or alteration of this agreement is binding unless in writing, dated subsequent to the date of this agreement, and duly executed by the parties.

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_ 2021.

CITY OF ANGLETON

\_\_\_\_\_  
Chris Whittaker  
City Manager  
City of Angleton, Texas  
121 S Velasco  
Angleton, TX 77515

Angleton Independent School  
District (AISD)

\_\_\_\_\_  
Regina Bieri  
AISD Board of Trustees President  
1900 N Downing  
Angleton, Texas 77515