

**INTERLOCAL AGREEMENT BETWEEN THE CITY OF ANGLETON,  
TEXAS AND THE ANGLETON INDEPENDENT SCHOOL DISTRICT  
FOR THE JOINT USE AND MAINTENANCE OF PROPERTY**

**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 regarding the property bounded by the , within the city limits of Angleton, Texas.

**WHEREAS**, both the City and the District 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

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

**WHEREAS**, Texas Government Code §791.032 provides that with the approval of the City, the District may enter into the agreement for work performed on the City’s property, and

**WHEREAS**, both Angleton and the District find it mutually desirable to enter into this Agreement; and

**WHEREAS**, the City currently owns two adjacent parcels of property located at 321 W. Peach St., Angleton, Texas (“the Property”), identified in the Property records of Brazoria County as ANGLETON (ANGLETON) BLK 55 ACRES 0.53 (Brazoria CAD property ID 181870) and A0180 H H CORNWALL TRACT 2A1 ACRES 8.14 (ANGLETON) (Brazoria CAD property ID 513007); and

**WHEREAS**, the City is currently using the properties for detention of water and as a greenspace; and

**WHEREAS**, the City and the District both desire to develop amenities and facilities on the Property, for use by and benefit to the citizens of the City and students of the District, as well as visitors, an essential governmental function and service; and

**WHEREAS**, the District operates a Facility and program known as, CATS Academy, which is located near the properties and which development would aid the District and the District’s students, both those who attend the CATS Academy and those who attend other AISD facilities or programs,

## **AGREEMENT**

**NOW THEREFORE, BE IT RESOLVED** THAT THE CITY OF ANGLETON (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.

### **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 have a amenities and facilities developed on the properties, which will inure to the benefit of 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 and the City will provide funding and hire one or more contractors to develop outdoor amenities and facilities on the properties. To this end, the City permits and licenses the District to enter onto and construct and maintain outdoor amenities and facilities on the Property, either through volunteers or one or more contractors. In exchange for the license and use of the property, the District agrees that it will construct and maintain certain amenities and facilities on the property at the District's sole expense. The District's planned outdoor amenities and facilities shall include recreational hiking and walking trails and bird houses, together with appropriate signage for these amenities. The City's planned amenities shall include an outdoor butterfly garden, areas dedicated to the cultivation and display of wildflowers, together with appropriate signage for these amenities. Additional features may be decided upon by the parties in the future. Any additional features will be presented and approved by the Parties in writing before work on additional features is commenced. The District or the City may use contractors for the development of the property, in accordance with all legal requirements for doing so. In the alternative, the District or the City may use volunteers or a combination of volunteers and contractors in developing the amenities and facilities. Upon completion, the District agrees that it is responsible for the maintenance and upkeep of the amenities and facilities developed on the Property. Other than the obligations set forth above, there are no payment or financial obligations intended or promised between the parties as a component of this Agreement.

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. The City has exclusive control over the properties and shall have dominant control over the projects contemplated by this Agreement.

#### **4. TERM**

The term of this Agreement will be for one (1) year commencing upon the effective date, which is the date the agreement is executed by both parties. 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 each Party's annual budget and is subject to the approval of each Party 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, Auto Insurance for All Autos with coverage of the Texas state limits or higher, and workers' compensation coverage as statutorily required. The City shall be named as an additional insured where allowed with a Waiver of Subrogation. To the extent that any contractors are hired by the District, the City reserves the right to amend these insurance requirements, and any and all insurance required to be carried by the contractors will also name the City as an additional insured and Waive Subrogation

## 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

Stewart Crouch  
Parks Superintendent  
901 S Velasco  
Angleton, Texas 77515  
Telephone: (979) 849-4364  
Email: [scrouch@angleton.tx.us](mailto:scrouch@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

**Dale Hrabovsky**  
High School Science  
Garden Facilitator  
CATS and PACE Academy  
300 S. Walker Street  
Angleton, Texas 77515  
Phone 979-864-8003

- 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 THE 9TH DAY OF NOVEMBER, 2021.**

CITY OF ANGLETON

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Chris Whittaker  
City Manager  
121 S Velasco  
Angleton, TX 77515

ATTEST:

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Frances Aguilar, TRMC, MMC  
City Secretary

ANGLETON INDEPENDENT SCHOOL DISTRICT

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

ATTEST:

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