

County of Travis §
State of Texas §

**INTERLOCAL AGREEMENT
BETWEEN
MANOR INDEPENDENT SCHOOL DISTRICT AND THE CITY OF MANOR**

This Interlocal Agreement (the “**Agreement**”) is entered into as of this _____ day of _____ 20____, by and between the City of Manor, a Texas home-rule municipality (the “City”), and the Manor Independent School District, a political subdivision of the State of Texas (the “School District”). In this Agreement, the City and the School District are sometimes individually referred to as “Party” and collectively referred to as “Parties”.

WHEREAS, Chapter 791 of the Texas Government Code, as amended, entitled Interlocal Cooperation Contracts, authorizes contracts between political subdivisions for the performance of governmental functions and services;

WHEREAS, on May 3, 2023, the Manor City Council (the “City Council”) approved allocating up to \$61,000.00 for a summer library program within the City (the “Summer Library Program”);

WHEREAS, the City and the School District desire to establish terms and conditions under which the City and the School District will collaborate to provide the Summer Library Program for the City’s youth.

NOW THEREFORE, in consideration of the mutual covenants contained herein and pursuant to the Interlocal Cooperation Act Texas Government Code, Chapter 791, the City and the School District hereby agree to the terms and conditions for the Summer Library Program set forth in this Agreement.

**ARTICLE I
PURPOSE AND TERM**

Section 1.1. Purpose. The purpose of this Agreement is to establish the terms and conditions under which the City and School District will collaborate for the administration of the Summer Library Program for residents within the City’s corporate limits and extraterritorial jurisdiction. It is the intent of the governing bodies of the City and the School District to enable the School District to conduct a Summer Library Program accessible to the youth of the City during the summer to increase literacy and their families; and coordination with the School District’s Food Service Division to provide free meals.

Section 1.2. Term. The period for performance of this Agreement shall commence on June 1, 2023 and will end on July 31, 2023.

ARTICLE II RESPONSIBILITIES OF THE PARTIES

Section 2.1. Responsibilities of the City. The City assumes the following responsibilities:

- a. Providing funding not to exceed the amount of \$61,000.00 as reimbursement for personnel costs (salary and fringe) for librarians, assistant librarians, food service personnel, and bus drivers; and
- b. Making payments within thirty (30) days of receipt of approved invoices.

Section 2.2. Responsibilities of the School District. The School District assumes the following responsibilities:

- a. Hiring librarians and assistant librarians (as needed); food service personnel (as needed), and bus drivers (as needed);
- b. Purchasing food and food supplies as needed for breakfast and lunches to serve approximately 400 youth during the term of the Agreement;
- c. Purchasing supplies for youth activities (as needed);
- d. Opening four (4) campus libraries (at Blake Manor Elementary, Presidential Meadows Elementary, Lagos Elementary School and ShadowGlen Elementary) four (4) days (Monday – Thursday) each week for twenty-three (23) days in the summer (between June 12 – July 27);
- e. Hosting at each campus library listed above six (6) family events during the evening;
- f. Creating programs and activities for youth of all ages by the librarians and/or assistant librarians; and
- g. Coordinating with the School District’s Food Service to provide free breakfast and lunch.

Section 2.3. Additional Responsibilities of the School District. The School District shall also collect and share with the City the following at the end of the term of this Agreement:

- a. The number of students served by the Summer Library Program; and
- b. The number of families served by the Summer Library Program.

**ARTICLE III
MISCELLANEOUS PROVISIONS**

Section 3.1. Entire Agreement. This Agreement contains the complete and entire agreement between the parties respecting the matters addressed herein, and supersedes all prior negotiations, agreements, representations, and understandings, if any, between the parties respecting such matters. No oral statements or prior written material not specifically incorporated in this Agreement shall be of any force or effect. The parties agree that in entering into this Agreement they have relied solely upon the representations and agreements contained in this Agreement and no others. Any consent, waiver, approval, or authorization under this Agreement shall be effective if signed by the party granting or making such consent, waiver, approval, or authorization.

Section 3.2. Interpretation. The singular form of any word used in this Agreement includes the plural, and vice-versa, unless the context requires otherwise. The use of a word of any gender in this Agreement includes all other genders unless the context requires otherwise. This Agreement and all of the terms and provisions hereof shall be construed to effectuate the purposes contemplated hereby and to sustain the validity hereof.

Section 3.3. Notice. All notices required to be in writing will be deemed to be delivered when (i) deposited in the U.S. Mail as certified mail, return receipt requested; (ii) transferred to a mail, package delivery service for next day delivery; or (iv) hand-delivered to the offices named below at the address set forth below with a signed and dated receipt. When mailed, delivered delivery service, the notice shall be addressed to the party at the address set forth below the party's respective names below, or at such other address or as may be specified from time to time by written notice delivered in accordance with this Section.

Any notice delivered to the School District under this Section shall be addressed:

Manor Independent School District
Attn: Superintendent
10335 US Hwy 290 E,
Manor, Texas 78653

with a copy to:

Attn: _____

Any notice delivered to the City under this Section shall be addressed:

City of Manor
Attn: City Manager
105 E. Eggleston Street
Manor, Texas 78653

with a copy to:

The Knight Law Firm, LLP
Attn: Paige Saenz
223 West Anderson Lane, Suite A-105
Austin, Texas 78752

Section 3.4. Invalid Provisions. If any clause, sentence, provision, paragraph, section, or article of this Agreement is held by a court of competent jurisdiction to be invalid, illegal, or ineffective, that invalidity, illegality, or ineffectiveness shall not impair, invalidate, or nullify the remainder of this Agreement; and its effect shall be confined to the clause, sentence provisions, paragraph, section, or article held to be invalid, illegal, or ineffective.

Section 3.5. Third Party Beneficiaries. Nothing in this Agreement, express or implied, is intended to confer any benefits, rights, or remedies under or by reason of this Agreement upon any person other than the parties to this Agreement and their respective successor governmental entities. No assignment of this Agreement or of any right, duty, or obligation of performance under this Agreement, in whole or in part, shall be effective unless such assignment is approved in writing by both the School District and the City.

Section 3.6. Saturday, Sunday, or Legal Holiday. If any date set forth in this Agreement for the performance of any obligation or for the delivery of any instrument should be a Saturday, Sunday, or legal holiday, compliance with such obligation or delivery shall be acceptable if performed on the next working day following the Saturday, Sunday, or legal holiday. For the purpose of this Section, a "legal holiday" means a state or federal holiday on which financial institutions or post offices in Travis County, Texas, are generally closed; and any holiday on which the business offices of the School District or the City are not open to the public.

Section 3.7. Recitals, Schedules and Exhibits. All recitals, schedules, or exhibits referred to in this Agreement are incorporated into this Agreement by reference for all purposes as if set forth at length and shall be deemed to be a part of this Agreement.

Section 3.8. No Joint Venture, Partnership, Agency, Etc. This Agreement shall not be construed as in any way establishing a partnership or joint venture, express or implied agency, or employer-employee relationship between the parties hereto.

Section 3.9. No Waiver. No consent or waiver, express or implied, by a party to or of any default of any covenant or provision of this Agreement by the other party shall be construed as a consent to or a waiver of any other default of the same or any other covenant or provision of this Agreement.

Section 3.10. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.

Section 3.11. Headings. The headings used in this Agreement are used for reference and shall not be used to interpret or limit the meaning of any provision of this Agreement.

Section 3.12. Parties Bound. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective administrators, legal representatives, and successor governmental entities.

Section 3.13. Modification Procedure. Any modification, amendment, or alteration of this Agreement shall only be effective and binding if the modification, amendment, or alteration is in writing and signed by the duly authorized representative of each party.

Section 3.14. Counterparts. This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original and all of which shall together constitute one and the same instrument.

Section 3.15. Successor Entities. Any reference to any governmental entity, governmental department, or governmental official or employee shall include any succeeding governmental entity, governmental department, or governmental official or employee assuming the responsibility or function described by this Agreement.

Section 3.16. Dispute Resolution. Except when a party believes that a risk of irreparable harm exists, the City Manager and the School District Superintendent or their designees shall attempt to resolve disputes prior to the institution of litigation.

[signature pages follow]

IN WITNESS WHEREOF, we have hereunto set our hands as of the date appearing next to each signature.

CITY OF MANOR, TEXAS,
a municipal corporation

Scott Moore, City Manager

Date: _____

ATTEST:

Lluvia T. Almaraz, City Secretary

APPROVED AS TO FORM:

Veronica Rivera
Assistant City Attorney

MANOR INDEPENDENT SCHOOL DISTRICT,
an independent school district and political
subdivision of the State of Texas

_____, Superintendent
Date: _____

ATTEST:

_____, Board Secretary