

State of Texas
County of Galveston

Interlocal Cooperation Agreement

This AGREEMENT is entered into this ____ day of _____, 2021, between the City of Galveston and the Galveston Independent School District.

WHEREAS, The City of Galveston operates and maintains a digital recording system for the recording of individual public safety radio channels. The digital recorder can record up to 24 separate channels. The City of Galveston currently uses 16 of the 24 available recording lines.

WHEREAS, The Galveston Independent School District has requested a maximum of two (2) public safety radio channels be recorded on a permanent basis. The costs incurred to activate the additional recording line(s) would be the responsibility of Galveston Independent School District.

Whereas, Galveston Independent School District would be billed for the additional recorded line(s). The City of Galveston will be reimbursed the actual cost per line, including initial licensing, installation costs and annual maintenance on the recording line(s).

NOW THEREFORE, the parties agree to the following:

Article I
Purpose of Agreement

The purpose of this agreement is to allow the Galveston Independent School District to utilize a maximum of two (2) available lines on the digital recording system currently in use by the City of Galveston.

Article II
Term of Agreement

This agreement shall commence August 25, 2021 and will remain in effect until a request to terminate the recording services is made by The City of Galveston or The Galveston Independent School District.

Article III
Obligations of City of Galveston

1. Bill the Galveston Independent School District the initial costs and then recurring costs on an annual basis during the term of this agreement.
2. Performance and maintenance of the recording system.

Article IV
Obligations of the Galveston Independent School District

1. The Galveston Independent School District agrees to reimburse the City of Galveston the additional charges associated with the recording line(s) that have been requested.

2. Provide a digital public safety radio per recorded channel compatible with the regional radio system.

Article V Mutual Indemnification

City of Galveston and the Galveston Independent School District, to the extent permitted by law, agrees to defend, indemnify and hold each other harmless for all claims for compensation for any loss, damage, personal injury, or death occurring as a consequence of the performance of this Agreement.

Article VI No Waiver of Immunity

It is expressly understood and agreed that under this Agreement neither party waives, nor shall be deemed to waive, any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions.

Article VII Severability

In case any one or more of the provisions contained in the Agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such fact shall not affect any other provision thereof and this Agreement shall be construed as if the stricken provision had never been contained herein.

Article VIII Modification

This Agreement may be amended or modified by the mutual agreement of both parties hereto in writing; such writing will be attached hereto and incorporated unto this Agreement.

Article IX Entire Agreement

This Agreement contains all commitments and obligations of the parties and represents the entire agreement of said parties. No verbal or written conditions not contained herein shall have any force or effect to alter any term of this agreement.

Article X Termination

Should, for any reason, the contractual relationship between the City of Galveston and the Galveston Independent School District be terminated, this Agreement will automatically terminate.

Article XI Execution

This Agreement shall be executed by the duly authorized officials of City of Galveston and the Galveston Independent School District.

Paragraph Headings

The captions, numbering sequences, titles, paragraph headings, punctuation and organization used in this Agreement are for convenience only and shall in no way define, limit, or describe the scope or intent of this Agreement or any part of it.

Understanding, Fair Construction

By execution of this Agreement, the parties acknowledge that they have read and understand each provision, term and obligation contained in this Agreement. This Agreement although drawn by one party, shall be construed fairly and reasonably and not more strictly against the drafting party than the non-drafting party.

Article XII Interlocal Agreement Provisions

The parties hereto agree to pay any payments made pursuant to this Agreement from current revenues. The parties agree that each party is paying fair compensation for the services rendered and facilities used. City of Galveston and the Galveston Independent School District are authorized by law to perform the functions or services to be performed under this Agreement.

Article XIII Notices

Any notices due under the provisions of this Agreement shall be made in writing and shall be addressed to the following:

City of Galveston
Brian Maxwell
City Manager
823 Rosenberg
Galveston, Texas 77550

Galveston Independent School District

LeeRoy Amador
Chief of Police
4115 Ave O, Suite 1035
Galveston, TX 77550

IN WITNESS WHEREOF, the parties to these presents have executed this Agreement on the date first above written.

City of Galveston

BY: _____
Brian Maxwell

Galveston Independent School District

BY: _____
Dr. Jerry Gibson, Superintendent