



## **ALEDO ISD BOARD MEETING TEMPLATE**

**MEETING DATE:** September 19, 2022

**AGENDA ITEM:** Consider Approval of Interlocal Agreement between the Town of Annetta, Texas and Aledo Independent School District Regarding Use of Utility Vehicle

**PRESENTER:** Earl Husfeld, Chief Financial Officer and Fred Collie, Police Chief

**BACKGROUND INFORMATION:**

- The Town of Annetta (Town) owns and operates a 2019 Kawasaki Mule Pro-FXT utility vehicle (UTV).
- The Aledo ISD Police Department has a need for the use of this UTV to assist in providing police protection at Aledo ISD properties and facilities.
- The following Interlocal Agreement outlines the operational provisions, terms, and conditions for the use of the Town's UTV by the Aledo ISD Police Department.
- This is the fourth year the Town has provided their UTV to the District's Police Department for use at high school football games and other District properties and facilities.

**FISCAL INFORMATION:**

None

**ATTACHMENTS:**

Interlocal Agreement between the Town of Annetta, Texas and Aledo Independent School District

**ADMINISTRATIVE RECOMMENDATION:**

The Administration recommends the Board of Trustees approve the Interlocal Agreement between the Town of Annetta, Texas and Aledo Independent School District as presented.

**INTERLOCAL AGREEMENT**

STATE OF TEXAS           §  
  §  
COUNTY OF PARKER       §

This Interlocal Agreement (“**Agreement**”) is made and entered into by and between the Town of Annetta, Texas (“**Town**”), and the Aledo Independent School District (“**Aledo ISD**”). Town and Aledo ISD may sometimes hereafter be referred to collectively as the “parties” and individually as a “party.”

**RECITALS:**

**WHEREAS**, Chapter 791 of the Texas Government Code authorizes local governments to contract with each other to provide a governmental function or service that each party to the contract is authorized to perform individually and in which the contracting parties are mutually interested; and

**WHEREAS**, the parties represent that each is independently authorized to perform the functions contemplated by this Agreement; and

**WHEREAS**, Town owns and operates a 2019 Kawasaki Mule Pro-FXT utility vehicle (“**UTV**”); and

**WHEREAS**, Aledo ISD currently has a need for the use of the UTV to assist in implementing the governmental function and services of police protection at Aledo ISD properties and facilities (collectively the “**Property**”); and

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

**WHEREAS**, both parties find it mutually desirable to enter into this Agreement, and that the performance of the Agreement is in the best interest of both parties and that the undertaking will benefit the public.

**NOW, THEREFORE**, in consideration of the mutual benefits and promises each to the other made herein, the parties named above do hereby agree as follows:

**Section 1. Operational Provisions.**

- a. The Town will permit Aledo ISD to use the UTV in accordance with the terms of this Agreement.
- b. The UTV may be used only for patrolling the Property.
- c. The UTV may be driven only by full-time commissioned peace officers with the Aledo ISD Police Department.
- d. The UTV will be picked up by Police Chief Fred Collie on August 19, 2022, and will be returned to the Town on August 19, 2023.

- e. The UTV must be cleaned and serviced before it is returned to the Town.
- f. The UTV must be returned in as good or better a condition as it was when it was received from Town.
- g. The UTV shall, throughout the term of this Agreement, be under the sole possession, direction, care, control and supervision of the Aledo ISD Police Department.
- h. The UTV shall be stored on the Aledo ISD Police Department premises under lock and key.

**Section 2. Term.** The term of this Agreement will commence when this Agreement is fully executed by both parties and will continue thereafter for a period of one year.

**Section 3. Insurance.** Aledo ISD will furnish to Town, at its sole cost and expense, proof that it has secured and paid for a policy (or policies) providing general liability insurance covering all risks related to Aledo ISD's use of the UTV. The amounts of such insurance shall not be less than \$1,000,000 for property damage, personal injury or death, each occurrence, and \$1,000,000 aggregate. Town shall be named as an additional or co-insured under the above-described policies, and each such policy shall contain endorsements waiving subrogation rights against Town and providing that such policies may not be cancelled unless Town is provided with written notice of such intent to cancel at least thirty (30) days prior to any such cancellation. Each such insurance policy shall be procured from a company authorized to do business in the State of Texas and shall be satisfactory to Town. If Aledo ISD fails to provide the policies to Town, or fails to maintain coverage throughout the term of this Agreement, Town may terminate this Agreement upon written notice, and Aledo ISD must immediately return the UTV to Annetta. In addition to the foregoing, Aledo ISD will carry workers compensation insurance in accordance with law.

**Section 4. Indemnification.** As permitted by law, Aledo ISD shall indemnify, save harmless and defend the Town and its agents, servants and employees, and each of them against and hold it and them harmless from any and all lawsuits, claims, demands, liabilities, losses and expenses, including court costs and attorneys' fees, for or on account of any injury to any person, or any death or property damage which may rise or which may be alleged to have arisen out of or in connection with the use of the UTV by Aledo ISD. Nothing herein shall be construed as a waiver of either the Town's or Aledo ISD's governmental and sovereign immunity.

**Section 5. Liability.** Aledo ISD agrees that it will be responsible for any civil liability that arises from its use of the UTV.

**Section 6. Miscellaneous.**

- a. **Entire Agreement:** This Agreement expresses the entire agreement between the parties.
- b. **Amendment:** Any modification, amendment or addition to this Agreement shall not be binding upon the parties unless reduced to writing and signed by the persons authorized to make such agreements on behalf of the respective party.

- c. Applicable Law: This Agreement shall be construed under and in accordance with the laws of the State of Texas. Each party hereby irrevocably and unconditionally consents, accepts, and agrees to submit to the exclusive jurisdiction of any state district court in Parker County, Texas in respect to any dispute, action, suit or proceeding arising out of, based upon, or relating to this Agreement.
- d. Binding: This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors and assigns permitted by the Agreement. Neither party may assign this Agreement without the prior written consent of the other party.
- e. Severance: In the event that one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained within.
- f. Notices: Any notices shall be delivered to the following address as applicable.
 

Town of Annetta	Aledo ISD Police Department
450 Thunder Head Lane	1008 Bailey Ranch Road
Annetta, Texas 76008	Aledo, Texas 76008
Attention: City Secretary	Attention: Police Chief
- g. Attorney's Fees. In the event it should become necessary to take legal action to interpret or enforce the terms of this Agreement, the prevailing party in such action shall be entitled to recover from the non-prevailing party reasonable attorney's fees and costs of court.

The effective date of this Agreement is the 18<sup>th</sup> day of August, 2022

Attest:

  
 \_\_\_\_\_  
 Jamee Long, City Secretary



**Town of Annetta**

  
 \_\_\_\_\_  
 Sandy Roberts, Mayor

**Aledo Independent School District**

\_\_\_\_\_  
 Hoyt Harris,  
 President of the Board of Trustees