

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

This Agreement is made between the City of Galveston (City), acting through its duly appointed City Manager, and Galveston Independent School District (GISD) acting through its duly appointed Superintendent.

**WHEREAS**, the State of Texas, in the Interlocal Cooperation Act, has provided in Chapter 791, of the Texas Government Code, that the City of Galveston (hereinafter called “the City”) may jointly exercise with other local governments the power to provide governmental services for the public health and welfare, and such services the provision fuel; and,

**WHEREAS**, the Galveston Independent School District (GISD) is eligible under the Act to enter into an Interlocal Cooperation Agreement for the mutual ability to City’s fueling stations during events of emergency or inoperability; and,

**WHEREAS**, as more detailed in this Interlocal Agreement herein, Exhibit 1, the City and GISD find it would be mutually beneficial to be able to maintain the fueling needs of each other during events of emergency or when fueling pumps become inoperable; and,

**WHEREAS**, the City and GISD will mutually compensate the other for any expended fuel costs obtained by the other; and,

**WHEREAS**, the City Council find it is in the public interest to enter into an Interlocal Agreement allowing for the ability of the City and GISD to purchase fuel from the other to maintain fuel needs during events of emergency or inoperability; and,

**WHEREAS**, pursuant to the authority granted by the Texas Interlocal Cooperation Act (Tex Gov’t Code Ann. 791.001, et seq.) providing for the cooperation between local governmental bodies, the parties hereto, in consideration of the premises and mutual promises contained herein agree as follows:

**NOW, THEREFORE**, in consideration of the mutual covenants and promises, the parties agree as follows:

This Agreement becomes effective when fully executed by the City and GISD and shall renew annually and automatically for a period of five (5) years, unless sooner terminated or amended as provided by the terms of this Agreement.

The City of Galveston and the Galveston Independent School District are the respective owners of a number of fueling stations in the City. At times where fueling stations become inoperable for whatever reason or during events of emergency, it can be necessary to have the ability to obtain fuel from other fueling stations.

The City and GISD agree that it is mutually beneficial to be able to obtain fuel

from the other during events of inoperability or emergency.

The City and GISD will be responsible for their own costs of dispensed fuel. As fueling costs can fluctuate, any fuel dispensed shall be billed utilizing the cost per gallon occurring on the dispensed day. The user organization shall return payment for the involved fuel and any taxes that would have to be paid and/or refunded by the affected organization.

Either party may terminate this Agreement with or without cause by providing ninety (90) days written notice to the other party.

All notices shall be in writing. If mailed, any notice of communication shall be deemed to be received three (3) days after the date of deposit in the United States mail. Unless otherwise provided in this Agreement, all notices shall be delivered to the following addresses:

To the City:  
City of Galveston  
City Manager  
P.O. Box 779

Galveston, Texas 77553  
[Citymanager@cityofgalvestontx.gov](mailto:Citymanager@cityofgalvestontx.gov)

To GISD:  
Galveston Independent School District  
Superintendent of Schools  
P.O. Box 660

Galveston, Texas 77553  
[notifyfinance@gisd.org](mailto:notifyfinance@gisd.org)

If any provision of this Agreement is for any reason held violative of any applicable law, governmental rule or regulation, or if the provision is held to be unenforceable or unconscionable, then the invalidity of that specific provision shall not be held to invalidate the remaining provisions of this Agreement. All other provisions and the entirety of this Agreement shall remain in full force and effect unless the removal of the invalid provision destroys the legitimate purposes of this Agreement, in which event this Agreement shall be canceled and terminated.

This Agreement shall be subject to and governed by the laws of the State of Texas. Venue of any dispute arising out of this Agreement shall be in Galveston County, Texas.

This Agreement, including Exhibits referenced in this Agreement, sets forth the entire agreement between the parties. All prior discussions, representations, proposals, offers, and oral or written communications of any nature are entirely superseded and extinguished by the execution of this Agreement.

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.

This Agreement shall be effective from the date of execution and shall automatically renew annually as set forth herein until terminated pursuant to the terms hereof.

Nothing in this Agreement shall be construed as a waiver or relinquishment of

any governmental immunities or defenses on behalf of GISD or the City, or their respective trustees, officers, employees, and agents, as a result of the execution of this Agreement or performance of the functions or obligations described herein.

Approved by the City of Galveston, Texas, this \_\_\_\_ day of \_\_\_\_\_, 2021 as authorized by Resolution of the City Council of the City of Galveston.

\_\_\_\_\_  
Brian Maxwell, City Manager  
City of Galveston

Approved as to Form:

Attest:

\_\_\_\_\_  
City Attorney's Office

\_\_\_\_\_  
City Secretary

Approved by the Galveston Independent School District this \_\_\_\_ day of \_\_\_\_\_, 2021 as authorized by its Board of Trustees.

\_\_\_\_\_  
Dr. Jerry Gibson, Superintendent  
Galveston Independent School District