

**INTERLOCAL AGREEMENT  
BETWEEN LEE COLLEGE  
AND THE CITY OF BAYTOWN FOR USE OF WELLNESS CENTER AND  
SWIMMING POOL**

**1. Parties.** This INTERLOCAL AGREEMENT is made and entered into by and between the Lee College District (the “District”), whose address is 511 South Whiting, Baytown, TX 77520, and the City of Baytown (the “City”), whose address is 2401 Market Street, Baytown 77520.

**2. Purpose.** The purpose of this INTERLOCAL AGREEMENT is to establish the terms and conditions under which the city employees, spouses, and council members will be able to use the District’s Wellness Center and swimming pool. This INTERLOCAL AGREEMENT is intended to help ensure that District’s resources are put to good use and that the consideration received is utilized for the District’s educational mission.

**3. Term of INTERLOCAL AGREEMENT.** This INTERLOCAL AGREEMENT is for 24-month duration effective **October 1, 2025**, and ending **September 30, 2027**. This INTERLOCAL AGREEMENT may be terminated, without cause, by either party upon thirty (30) days’ advance written notice, which notice shall be delivered by hand or by certified mail to the address listed above. If this INTERLOCAL AGREEMENT is terminated pursuant to this section, the District shall within thirty (30) days of such termination refund a portion of what the City paid for use of the Wellness Center and swimming pool based upon the number of days remaining in the term after the termination of the INTERLOCAL AGREEMENT.

**4. Responsibilities of the District.** The District will provide use of the Wellness Center and swimming pool to the City’s employees, employee spouses, and council members for the cost of \$158 per person for a term of twelve months and a prorated fee of \$79 per person for a term of six months or less. All existing Wellness Center rules that apply to the District’s employees will also apply to the City’s employees, employee spouses, and council members. The District is not responsible for any injuries sustained by City’s employees, employee spouses, or council members while on the District’s property to use the Wellness Center and swimming pool. The District reserves the right to remove City employees, spouses, or council members for non-payment, failure to follow rules or for any reason within the District’s reasonable discretion.

**5. Responsibilities of the City’s Employees and Council Members.** The City’s employees, spouses, and council members are to register through The Center for Workforce and Community Development for use of the Wellness Center and swimming pool. The City’s employees, spouses, and council members will park in the parking lot south of the railroad tracks off Lee Drive when using the Wellness Center and/or swimming pool.

**6. General Provisions**

**A. Amendments.** Either party may request changes to this INTERLOCAL AGREEMENT. Any changes, modifications, revisions or amendments to this INTERLOCAL AGREEMENT which are mutually agreed upon by and between the parties to this INTERLOCAL

AGREEMENT shall be incorporated by written instrument, and effective when executed and signed by all parties to this INTERLOCAL AGREEMENT.

**B. Applicable Law.** The construction, interpretation and enforcement of this INTERLOCAL AGREEMENT shall be governed by the laws of the State of Texas. The courts of the State of Texas shall have jurisdiction over any action arising out of this INTERLOCAL AGREEMENT and over the parties, and the venue shall be the Harris County District Court.

**C. Entirety of Agreement.** This INTERLOCAL AGREEMENT, consisting of 3, pages, represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations and agreements, whether written or oral.

**D. Severability.** Should any portion of this INTERLOCAL AGREEMENT be judicially determined to be illegal or unenforceable, the remainder of the INTERLOCAL AGREEMENT shall continue in full force and effect, and either party may renegotiate the terms affected by the severance.

**E. Third Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of a third party beneficiary, and this INTERLOCAL AGREEMENT shall not be construed so as to create such status. The rights, duties and obligations contained in this INTERLOCAL AGREEMENT shall operate only between the parties to this INTERLOCAL AGREEMENT, and shall inure solely to the benefit of the parties to this INTERLOCAL AGREEMENT. The provisions of this INTERLOCAL AGREEMENT are intended only to assist the parties in determining and performing their obligations under this INTERLOCAL AGREEMENT. The parties to this INTERLOCAL AGREEMENT intend and expressly agree that only parties signatory to this INTERLOCAL AGREEMENT shall have any legal or equitable right to seek to enforce this INTERLOCAL AGREEMENT, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this INTERLOCAL AGREEMENT, or to bring an action for the breach of this INTERLOCAL AGREEMENT.

**F. Immunity.** No party waives any immunity by entering into this INTERLOCAL AGREEMENT.

**G. Laws and Policies.** The parties agree to comply with all applicable laws and regulations in the performance of this INTERLOCAL AGREEMENT. This INTERLOCAL AGREEMENT shall be subject to the College's policies and regulations. The College shall retain control of its premises and programs.

7. **Signatures.** In witness whereof, the parties to this INTERLOCAL AGREEMENT through their duly authorized representatives have executed this INTERLOCAL AGREEMENT on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this INTERLOCAL AGREEMENT as set forth herein.

The effective date of this INTERLOCAL AGREEMENT is October 1, 2025.

**CITY OF BAYTOWN**

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Jason Reynolds, City Manager                      Date

**LEE COLLEGE**

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Dr. Lynda Villanueva, President                      Date