

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 2026 Kawasaki 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 members of the Aledo ISD Police Department or honorably serving reserve-commissioned police officers.
- d. The UTV will be picked up by the current Aledo ISD Police Chief in April 2026. Aledo ISD will return the UTV to the Town when requested by the Town for specific events,

including but not limited to clean-up days. The UTV will be returned to the Town on termination of this Agreement.

- 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 (1) year. This Agreement will automatically renew annually, unless terminated by written notice of either Party thirty (30) days before the renewal date.

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 \$1,000,000.00 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 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 Town. 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 that may rise or that 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.

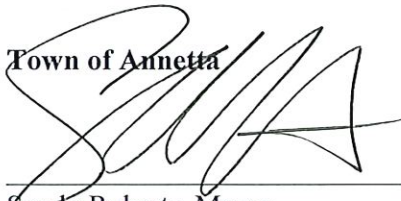
The effective date of this Agreement is the 16th day of April, 2026.

Attest:



 Jamee Long, City Secretary



Town of Annetta


 Sandy Roberts, Mayor

Aledo Independent School District

Forrest Collins,
President of the Board of Trustees