

**INTERLOCAL AGREEMENT BETWEEN THE CITY OF LEAGUE CITY AND  
DICKINSON INDEPENDENT SCHOOL DISTRICT FOR THE TEXAS EDUCATION  
AGENCY OPERATION CONNECTIVITY PROGRAM**

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This Interlocal Agreement (the Agreement) is made and entered into by and between the City of League City (“COLC”), a Home Rule Municipality operating principally in Galveston County and Dickinson Independent School District (“DISD”), located in Galveston County, together known as “Parties.”

**RECITALS**

**WHEREAS**, DISD participated in the Texas Education Agency Operation Connectivity Bulk Order Program to purchase eLearning and home internet solutions for students; and

**WHEREAS**, Texas Education Agency (“TEA”) is providing a matching grant for participating Operation Connectivity school districts and asking local entities to allocate a portion of their local CARES Act Coronavirus Relief Fund (“CRF”) funding; and

**WHEREAS**, 20.5% of the students currently enrolled in DISD reside in COLC.

**WHEREAS**, DISD is requesting that COLC contribute \$35,452.95 of the COLC’s CRF funding toward Operation Connectivity, an amount aligned to the percentage of COLC students enrolled in DISD; and

**NOW THEREFORE**, that in consideration of the mutual covenants, agreements and benefits to all parties, the Parties agree as follows:

**TERMS**

1. Recitals. The above-listed recitals are true and hereby incorporated into this agreement.
2. Obligations of DISD. DISD use the monies provided under this Agreement for the purchasing of eLearning devices and home internet solutions under the TEA Operation Connectivity Program.
3. Obligations of COLC. COLC shall provide \$35,452.95 in CRF funding to DISD for participation in the TEA Operation Connectivity Program.
4. Term. This Agreement This Interlocal Agreement may be modified by mutual consent of DISD and COLC. This Agreement shall become effective upon signature by the authorized officials and will remain in effect until the application is processed by TEA and all application requirements for federal reporting are completed.

5. Immunity. It is expressly understood and agreed that, in the execution of this Agreement, the Parties do not waive any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions.

6. Compliance with Law. The Parties shall observe and comply with all applicable federal, state, and local laws in their provision of services and performance of all obligations under this Agreement.

7. Venue. This Agreement has been executed in, and shall be construed and enforced in accordance with, the laws of the State of Texas. Venue shall be in Galveston County, Texas.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

**THE CITY OF LEAGUE CITY**

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John Baumgartner, City Manager

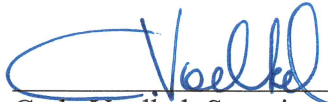
Attest:

\_\_\_\_\_  
Diana Stapp, City Secretary

Approved as to Form:

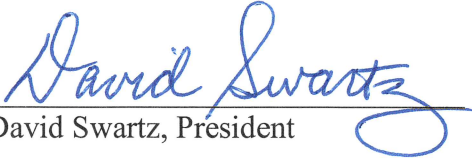
\_\_\_\_\_  
Nghiem Doan, City Attorney

**DICKINSON INDEPENDENT SCHOOL DISTRICT**



Carla Voelkel, Superintendent

**DISD BOARD OF TRUSTEES**



David Swartz, President