

Interlocal Governmental Agreement for School Crossing Guard Program

This Interlocal Governmental Agreement for School Crossing Guards is entered into between the City of League City (the City), a political subdivision acting by and through its City Council, and the Dickinson Independent School District (DISD), a political subdivision acting by and through its Board of Trustees. Both parties acknowledge that a School Crossing Guard Program is necessary to provide for the safety of students and citizens.

Term of Agreement

This Agreement begins August 1, 2025, and, unless extended by written agreement of both parties, ends July 31, 2028. Before the beginning of each school year, the need for crossing guards at certain locations throughout the City will be evaluated and revisions to the number and/or location may be made as the parties determine necessary. Any amendment shall be in writing and signed by both parties.

General Description of Services

Crossing Guards will be employed by DISD and assigned to campuses within the City of League City as determined by the parties. For the term of the agreement, DISD will employ and assign a total of one (1) Crossing Guard, to campuses within the city limits of League City. The Crossing Guards will work in shifts ranging from two hours to three and a half hours each day for 183 contract days each year, depending upon specific assignments. A list of initial locations reflecting the number of Crossing Guards assigned to each location is attached as Exhibit A and incorporated by reference.

Consideration

The City agrees to pay DISD a flat fee of \$6,052.00 per school year paid in two equal installments in January and July. The annual flat fee is determined based upon the cost of guards stationed within the city limits of League City. This amount is subject to annual adjustment by the parties as necessitated by an increase or decrease in the number and locations of Crossing Guards. Any adjustment will be reflected in a written amendment to this Agreement executed by both parties. Exhibit A will be modified accordingly if adjustments are made.

Responsibilities

Each party assumes full responsibility for the actions of their own employees, and each shall remain solely responsible for their own employees' subdivision, daily direction and control and payment of salary and benefits. At all times and for all purposes, the Crossing Guard employed and assigned under this program are considered an employee of DISD. The job Description, as identified by DISD, is attached as Exhibit B. The City shall have no duty of supervision or level of control over the details of their work and the Crossing Guard shall not be deemed to have any employment relationship with the City of League City.

Neither party waives or relinquishes any immunities or defenses on behalf of themselves, their trustees, officers, employees, and agents, as a result of the execution of this Agreement and performance of the functions or obligations described herein.

Notices

Any notices required under this Agreement shall be sent to the following representatives for the Parties.

For DISD:
Robert Cobb
Asst. Superintendent for Administration
2218 FM 518 E
Dickinson, Texas 77539
rcobb@dickinsonisd.org

For League City:
Cliff Woitena
Chief of Police
555 W. Walker Street
League City, Texas 77573
cliff.woitena@leaguecitytx.gov

Assignment

No assignment of this Agreement, in whole or in part, for any purpose shall be made by either party without the written consent of the other party. Subject to this limitation, this Agreement shall bind and inure to the benefit to the successors and assigns of the Parties.

Interpretation of Agreement

This Agreement or any portion thereof shall not be interpreted by a court of law to the detriment of a party based solely upon that party's authorship of the Agreement or any portion thereof.

Severability

If for any reason, any one or more paragraphs of this Agreement are held legally invalid, such judgement shall not prejudice, affect, impair or invalidate the remaining paragraphs of this Agreement as a whole.

Entire Agreement

This Agreement constitutes the entire Agreement between the parties hereto and supersedes all prior agreements, understandings and arrangements, oral or written, between the parties thereto with respect to the subject thereof.

Governing Law and Venue

This Agreement shall be construed and enforced in accordance with and governed by the laws of the State of Texas and the venue for any cause of action shall be brought in Galveston County, Texas.

Execution in Counterparts

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed one and the same instrument.

No Joint Venture

This Agreement is not intended to create, nor should it be construed as creating a partnership, association, joint venture, or trust.

No Waivers

The waiver by any party hereto of a breach of any term or provision of this Agreement shall not be construed as a waiver of any subsequent breach.

Current Revenues Available and No Tax Revenue

Both parties agree that any payments that are made under this Agreement for governmental functions or services will be made from current revenues available to the paying party.

No Third-Party Beneficiary

Nothing in this Agreement shall entitle any third party to any claim, cause of action, remedy or right of any kind, it being the intent of the parties that this Agreement shall not be construed as a third-party beneficiary contract.

Force Majeure

If by reason of Force Majeure, the Parties shall be unable in whole or in part to carry out their obligations under this Agreement in accordance with the terms or conditions of this Agreement, it shall not be considered a breach by this Agreement. The term "Force Majeure" as used in this Agreement shall mean acts of God, strikes, lock-outs, or other industrial disturbances, acts of public enemy, orders of any kind of the federal or state government, or any civil or military authority, insurrection, riots, epidemics, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines or canals, the partial or entire failure of the Parties, or any other causes not reasonably within the control of the Parties.

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.

This agreement shall be effective upon the date of execution.

DICKINSON INDEPENDENT SCHOOL DISTRICT

By: _____



Name: Dr. Rebecca Brown

Title: Superintendent of Schools

Date: _____

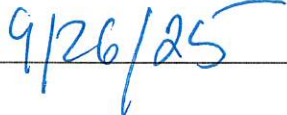


EXHIBIT A

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Custom Form Preview

Form: Job Description: Crossing Guard

Employee acknowledges the requirements within the job description below:

Position: Crossing Guard

Department: Student Support Services

Wage/Hour Status: Non-Exempt

Immediate Supervisor(s): Executive Director of Student Support Services

Pay Grade: Per Compensation Manual

Days Employed: Per Compensation Manual

POSITION SUMMARY:

Provide safe crossings for students who walk to and from school

Actively engage in actions that contribute to Dickinson ISD's overall mission and strategic plan

QUALIFICATIONS:

Education/Certification:

None specified

Special Knowledge/Skills:

Effective communication and interpersonal skills

Demonstrated willingness to work with children

Knowledge of or ability to learn school district policy and regulations related to safety



ness to work outdoors on every school day

Experience:

None specified

ESSENTIAL DUTIES AND RESPONSIBILITIES:

Assist students in crossing the street safely without undue delay for vehicle traffic

Assist students in providing a safe entrance and exit to and from schools onto city streets

Keep equipment in good condition

Supply counts and reports as requested

Report any person loitering in the vicinity of or interfering with a guard/controller

Wear the uniform and safety vest at all times while on duty

Use stop signs at all times when stopping traffic or directing children

Perform the job with little or no supervision

Manage heavy traffic and pedestrians

Manage large groups of children

Actively engage in actions that contribute to the overall mission and strategic plan of Dickinson ISD

Stay up-to-date professionally by selecting quality professional learning opportunities for personal growth

Research district policy, precedent, and current practices before acting

Participate as an effective team member, contributing to district, department, and content goals

Demonstrate proficient levels of technology applications

Participate fully in drills and safety exercises to provide for students' safety and overall emotional wellbeing

Utilize time wisely for effective management of job responsibilities

Maintain punctuality in daily work times, appointments, and meetings

Meet task completion deadlines established by the supervisor

Maintain friendly customer-service-driven interactions with all stakeholders, students, teachers, administrators, and co-workers

Work cooperatively with co-workers and supervisors to ensure that the goals of the school/department are met

Maintain a positive and professional tone in all communication (i.e., email, written, and verbal)

Perform other duties and accept other responsibilities as assigned

EXPECTATIONS OF MENTAL DEMANDS/PHYSICAL DEMANDS/ENVIRONMENTAL FACTORS:

The demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job.

Tools/Equipment Used: Standard office equipment, including computer and peripherals; standard instructional equipment; other specialized and adaptive equipment used by students

Motion: Frequent walking and reaching frequent standing; kneeling/squatting, bending/stooping, pushing/pulling, and twisting

Lifting: Frequent light lifting and carrying (less than 15 pounds); heavy lifting (45 pounds or over) and positioning students with physical disabilities.

Environment: Work inside and outside (exposure to sun, heat, cold, and inclement weather); exposure to noise; exposure to biological hazards (body fluids, bacteria, communicable diseases)

Mental Demands: Work with frequent interruptions; maintain emotional control under stress; Ability to interact positively and proactively with students with behavioral concerns, communicate effectively verbally and in writing

Professional Dress: The dress must be clean and neat, appropriate for the assignment, and in accordance with any additional standards established by his or her supervisor and approved by the Superintendent.

EVALUATIONS:

The performance of this position will be evaluated annually

Last Name, First Name required

Today's Date dd/mm/yyyy required



Allowed format is MM/DD/YYYY Ex: 10/02/2025

Close Preview

CITY OF LEAGUE CITY – “City”

John Baumgartner, City Manager

Attest:

Diana Stapp, City Secretary

Approved as to Form:

Office of the City Attorney