

INTERLOCAL AGREEMENT
BETWEEN THE CITY OF GALVESTON
AND TEXAS WORKFORCE SOLUTIONS

This Agreement is made effective the ___ day of _____ 2020, between the City of Galveston (City), acting through its duly appointed City Manager, and Texas Workforce Solutions (TWS).

WITNESETH:

WHEREAS, the City of Galveston enters into interlocal agreements with various political subdivisions for the purposes of better providing services to its constituents, and neighboring communities as the needs arise; and,

WHEREAS, the City of Galveston wishes to enter into an interlocal agreement with TWS so that the City may enhance its workforce with no impact on City resources; and,

WHEREAS, pursuant to the Texas Interlocal Cooperation Act, the City is authorized to contract with eligible entities to perform government functions and services; and

WHEREAS, TWS is an eligible entity under the Texas Interlocal Cooperation Act and desires to contract with the City on the terms described herein; and

WHEREAS, TWS has expressed interest in entering into the proposed interlocal agreement; 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:

1. TERM OF AGREEMENT

- 1.1 This Amended Agreement becomes effective when the Amended Agreement fully executed by the City and TWS and shall renew annually and automatically for a period of five (5) years subject to appropriation, unless sooner terminated or amended as provided by the terms of this contract.

2. SCOPE OF SERVICES

- 21 See Exhibit A for scope of services.

3. TERMINATION & MODIFICATION

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

4. NOTICE

- 5.1 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

To TWS:

Either party may designate a different address by giving the other party ten (10) days written notice.

5. SEVERABILITY

- 6.1 The phrases, clauses, sentences, paragraphs, or sections of this Agreement are severable. If any court of competent jurisdiction declares invalid by a final decree or judgment that any phrase, clause, sentence, paragraph, or section of this Agreement is invalid, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs, or section of this Agreement.

6. VENUE

- 7.1 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.

7. ENTIRE AGREEMENT

- 8.1 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.

8. PARAGRAPH HEADINGS

- 9.1 The captions, numbering, sequences, titles, paragraph headings, punctuation, and organization used in this Agreement are for convenience only and shall in no way define, limit, or describe the scope or intent of this Agreement or any part of it.

9. UNDERSTANDING, FAIR CONSTRUCTION

10.1 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 Amended Agreement shall be in effect from and after the ____ day of _____, 2020, the date of execution by the parties.

TEXAS WORKFORCE SOLUTIONS

CITY OF GALVESTON

BY: _____

BY: _____
City Manager

ATTEST:

ATTEST:

BY: _____

BY: _____

APPROVED AS TO FORM:

BY: _____
City Attorney