

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

INTERLOCAL COOPERATION AGREEMENT BETWEEN THE
SOUTH TEXAS INDEPENDENT SCHOOL DISTRICT AND THE COUNTY OF HIDALGO

THIS Agreement is made on this the _____ day of _____ 2016, by and between SOUTH TEXAS INDEPENDENT SCHOOL DISTRICT, hereinafter referred to as the “South Texas ISD,” and the COUNTY OF HIDALGO, TEXAS, by and through Hidalgo County Commissioner Precinct #1, hereinafter referred to as the “COUNTY” pursuant to the provisions of the Texas Interlocal Cooperation Act, Texas Gov’t Code 791.001 et seq., hereinafter referred to as the “Act” as follows:

WITNESSETH:

WHEREAS, South Texas ISD is a political subdivision of the State of Texas and an independent school district located in Hidalgo County, Texas, operating buses for the transportation of students.

WHEREAS, COUNTY is a “local government” as defined by the Act, and political subdivision of the State of Texas and owns property known as Monte Alto Veteran’s Park located on Valdez Rd. & 1st Street, Monte Alto, Texas, 78538.

1. Background

This Interlocal Agreement establishes the terms and conditions under which South Texas ISD may use Monte Alto Veteran’s Park as a transportation staging area.

2. Purpose

The COUNTY agrees to allow the use of the parking lot at Monte Alto Veteran’s Park, hereinafter referred to as the “PROPERTY” by South Texas ISD for the purpose of coordinating student boarding and de-boarding transportation.

3. Scope

The scope of this Agreement is limited to a student boarding and de-boarding transportation staging area at the PROPERTY. Attachment “A” shall describe the dates and times the PROPERTY is to be utilized by South Texas ISD. The transportation staging area shall be designated by the COUNTY in coordination with South Texas ISD, and parties will draft a “Site Layout” reflecting said designation and attach it to this agreement as Attachment “B.”

If applicable, the scope of agreements for other cooperative arrangements, such as those regarding fares, is beyond this agreement.

This Agreement shall be in effect from the date of execution by all parties until August 31st of the following year. Both parties, if so desired, may review and execute an additional annual agreement describing terms and conditions. If both parties are unable to execute an agreement, then South Texas ISD must cease using the PROPERTY until an agreement can be executed.

4. Duties

- a. South Texas ISD may use the PROPERTY as a boarding and de-boarding staging area for student transportation only at the designated area. Vehicles may park in the designated areas as described in Attachment B in order to board and alight passengers. South Texas ISD vehicles shall be prohibited from remaining on the PROPERTY overnight.
- b. South Texas ISD agrees that it will assume all responsibility for its busses and/or other vehicles or property, and shall not hold the COUNTY, the PROPERTY, its employees, officials or other affiliates liable for any and all damages.
- c. Any act related to the operation and maintenance of South Texas ISD vehicles, equipment and supplies shall be performed by South Texas ISD personnel.
- d. South Texas ISD, its employees, agents, staff and any person acting on behalf of South Texas ISD shall not engage in any reckless, negligent, unsafe or otherwise illegal or unethical behavior while on the PROPERTY.
- e. South Texas ISD, its employees, agents, staff and any person acting on its behalf shall not modify the PROPERTY in any way. The PROPERTY will be left in exactly the same condition in which it was encountered.
- f. South Texas ISD's use of the PROPERTY must not in any way interfere with the normal operations of the PROPERTY and/or the COUNTY.

5. Contact Person

For purposes of this agreement, South Texas ISD shall coordinate with the COUNTY OF HIDALGO, TEXAS, by and through Hidalgo County Commissioner Precinct #1.

6. Notices

South Texas ISD shall provide its transportation schedules, times of boarding and de-boarding of students, names and photos of drivers and other individuals who will have access to the PROPERTY, and all other information pertaining to when and in what manner it will use the PROPERTY. This information must be provided at least two (2) weeks in advance of any change. South Texas ISD drivers and other personnel subject to this agreement must possess and maintain appropriate licensure from the State of Texas.

7. Liability

The COUNTY assumes no liability for any lost, damaged, or stolen property. South Texas ISD assumes all risk in using the PROPERTY and agrees to be responsible for any damages caused by the negligence of its personnel or negligent use of its equipment to the extent allowed by law. Nothing in this agreement shall be interpreted or construed to waive sovereign or governmental immunity afforded to South Texas ISD pursuant Texas law.

8. Insurance

South Texas ISD shall acquire, maintain and furnish to COUNTY a Certificate of Insurance as proof that it has secured and paid for policies regarding the use or operation of its motor vehicles up to the maximum exposure of South Texas ISD pursuant the applicable statutory caps for damages.

9. Termination

This agreement may be terminated at any time in writing by mutual agreement of the parties or terminated by either party with thirty (30) days notice, in writing, to the other party.

10. Breach of Obligation

Failure to abide by any provision of this agreement shall constitute a breach. Any party claiming a breach will have the right to terminate the agreement immediately in writing.

11. No Transfer or Assignment

This Agreement shall not be assignable. Any attempted or purported transfer or assignment of this Agreement shall be null and void, and shall constitute a material breach of this agreement.

12. Conflict of Applicable Law.

Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between and provision of their Agreement and any present or future law, ordinance, or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

13. No Waiver.

No waiver by any party hereto of any breach of any provision of the Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

14. Entire Agreement.

This Agreement contains the entire contract between the parties hereto and each party acknowledges that neither has made (either directly or through any agent or representative) any representation or agreement in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by South Texas ISD and the COUNTY, and not otherwise.

15. Written Notice.

Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communication required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written noticed delivered in accordance herewith:

If to University: South Texas Independent School District
 Attention: Superintendent of Schools
 100 Med High Dr.
 Mercedes, TX 78570
 w/copy to:
 Elva Villarreal
 Transportation Coordinator

If to County: County of Hidalgo
 Attn: Ramon Garcia, County Judge
 P.O. Box 1356
 Edinburg, TX 78539
 w/copy to:
 Hidalgo County Commissioner Precinct No.1
 1902 Joe Stephens Ave.
 Ste.101
 Weslaco, TX 78599

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the United States mail.

16. Texas Law To Apply.

This agreement shall be construed under and in accordance with the laws of the State of Texas and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

17. Indemnification.

To the extent permitted under the Constitution and the laws of the State of Texas, South Texas ISD shall indemnify and hold harmless the COUNTY, its elected officials, employees and agents from any and all claims, damages, losses, and expenses including attorney's fees for the defense of any action against COUNTY arising out of, resulting from, or connected with the negligent acts or omissions by South Texas ISD, its agents or employees, under this Agreement up to the maximum exposure of South Texas ISD pursuant the applicable statutory caps for damages. Nothing in this agreement shall be interpreted or construed to waive sovereign or governmental immunity afforded to South Texas ISD pursuant Texas law.

18. Successors.

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

19. Headings.

The headings and captions contained in this Agreement are solely for convenience reference and shall not be deemed to affect the meaning or interpretation of any provision or paragraph hereof.

20. Gender and Number.

All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and singular shall include the plural whenever and as often as may be appropriate.

21. Performance of Governmental Functions.

Each party hereto is entering into this Agreement for the purpose of providing for governmental services or functions and will pay for such services out of current revenues available to the paying party as herein provided.

22. Commitment of Current Revenues.

In the event that during any term hereof, the governing body of any party does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then any party may terminate this Agreement upon ninety (90) days written notice to the other party. Each of the parties hereto agrees, however, to use its best efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of each party.

23. Authority to Execute.

The execution and performance of this Agreement by South Texas ISD and the COUNTY have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of South Texas ISD and the COUNTY in accordance with its terms.

We the undersigned hereby attest we have authority on behalf of the COUNTY and the South Texas Independent School District, respectively, to execute and abide by this agreement.

EXECUTED on this _____ day of August, 2016.

SOUTH TEXAS INDEPENDENT SCHOOL DISTRICT

By: _____
Marla M. Guerra, Ed. D. Date
Superintendent of Schools

HIDALGO COUNTY, TEXAS

By: _____
Ramon Garcia, County Judge Date

ATTEST:

Arturo Guajardo, Jr., County Clerk

APPROVED AS TO FORM:

Office of Criminal District Attorney
Ricardo Rodriguez, Jr.

By: _____
Robert Viña, III
Assistant District Attorney