



Region One Education Service Center

1900 W. Schunior, Edinburg, TX 78541 • Ph (956) 984-6000 • Fax (956) 984-7655

Cornelio Gonzalez, Ph.D.
Executive Director

September 5, 2019

The Honorable Richard F. Cortez
Office of the Hidalgo County Judge
1615 S. Closner, Ste. J
Edinburg, Texas 78539

Dear Judge Cortez:

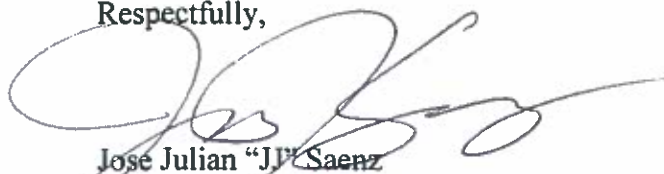
We would like to cordially congratulate you on being elected as our new Hidalgo County Judge. For over 20 years, Region One Education Service Center and the Hidalgo County Courthouse have collaborated in hosting the Regional Mock Trial Competition, a precursor to the state competition held each year in Dallas, Texas. The Texas High School Mock Trial competition is a statewide extracurricular program whose primary purpose is to increase students' understanding of the judicial system by providing a first-hand experience in court. The competition requires students to address legal issues, legal procedures, reasoning skills in a "real life" setting, and critical, productive, and creative thinking. By participating in the Mock Trial competition, students prepare the role of witnesses and attorneys and employ legal strategies for the hypothetical case assigned to all teams. They gain an insider's view to the legal system and the opportunity to compete for scholarships.

Region One ESC respectfully requests the use of the Hidalgo County Courthouse for the day-long competition scheduled on Saturday, January 18, 2020.

Like in previous years, we request to have two maintenance personnel available on Saturday, January 18, 2020, from 7:00 am to 9:00 pm. The staff assigned this past year were extremely accommodating and did an excellent job ensuring that Region One ESC staff, parents and student participants had access to the courthouse and courtrooms and that the facilities were neat and clean. If possible, we would like to maintain contact with the assigned individuals throughout the year. Please have your office call to notify us who will be assigned this duty so we may begin communication with them prior to the event. I can be reached at (956) 984-6172.

Again, thank you for allowing us to bring this competition to the Hidalgo County Courthouse each year!

Respectfully,



Jose Julian "JJ" Saenz
Region One Education Service Center
Mock Trial Coordinator

PCAT Certificate Guidelines

Property Casualty Alliance of Texas (PCAT) is a risk sharing cooperative formed by Texas Public Entities pursuant to the Interlocal Cooperation Act, Chapter 791, Title 7 of the Texas Government Code. PCAT is not an insurance company.

Texas Public Entities occasionally get requests from non-governmental entities to issue Certificates of **Insurance** and to be named as '**Additional Insured.**' Since PCAT is not an insurance company, we will issue a Certificate of **Coverage** rather than a Certificate of **Insurance.**

Because the School is immune from all tort actions, except those arising from the use of a motor vehicle, most indemnification clauses have the School assuming an obligation to pay claims that could not be made against it. Texas law is clear that the School cannot contractually assume liability for another entity that exceeds the liability that the School would have in the same situation, because to immunize a non-public entity is a gift of public funds and is prohibited by the Texas Constitution. For this reason, we are unable to name anyone as an **Additional Insured.**

In addition to the above, as a public entity in the State of Texas, schools are prohibited from indemnifying a private entity. The following language should be considered as an insert to all third party agreements in lieu of standard hold harmless agreements:

"[School] is an independent school district organized pursuant to Section 11.011 of the Education Code and as such, is immune from tort actions, except those arising from the use of a motor vehicle in accordance with Section 101.051 of the Texas Civil Practices and Remedies Code. Nothing in the Agreement is or shall be interpreted to require [School] to indemnify [Private Entity] or to constitute a waiver of that immunity."

While it does not provide an explanation, another way of handling this is to include the following language in all contracts:

"...to the extent permitted by the Constitution and laws of the State of Texas"

Contact your Agent if there are any questions on the above.

Nothing stated herein is a legal opinion.

The School should consult their legal counsel prior to execution of any third party contracts.