

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

**INTERLOCAL COOPERATION AGREEMENT BETWEEN THE
IDEA PUBLIC SCHOOLS AND THE COUNTY OF HIDALGO**

THIS Agreement is made on this the 7th day of **August, 2023**, by and between **IDEA PUBLIC SCHOOLS**, hereinafter referred to as “**IDEA**,” and the **COUNTY OF HIDALGO, TEXAS**, by and through Hidalgo County Commissioner Precinct 4, 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, IDEA, is an open-enrollment charter school operating under the provisions of Title 2, Chapter 12 of the Texas Education Code. **IDEA** is a “local government” as defined by the Act and a political subdivision of the State of Texas in Hidalgo County, Texas, operating buses for the transportation of students and

WHEREAS, COUNTY is a “local government” as defined by the Act and political subdivision of the State of Texas and owns property known as Precinct 4 Endowment Community Resource Center located on 107 North Sunflower Road, Edinburg, Texas 78541.

WHEREAS, the Parties desire to collaborate for the public purpose(s) described herein for the health and benefit of the public and residents of the County.

NOW, THEREFORE, for and in consideration of the promises, covenants, terms, and conditions herein contained, the parties agree as follows:

1. Background

This Interlocal Agreement establishes the terms and conditions under which **IDEA** may use the Precinct 4 Endowment Community Resource Center as a transportation staging area.

2. Purpose

The **COUNTY** agrees to allow the use of the parking lot at the Precinct 4 Endowment Community Resource Center, hereinafter referred to as the “**PROPERTY**” by **IDEA** for the purpose of coordinating student boarding and deboarding transportation.

3. Scope

The scope of this Agreement is limited to a student boarding and deboarding transportation staging area at the **PROPERTY**. **Attachment “A”** shall describe the dates and times the **PROPERTY** is to be utilized by **IDEA**. The transportation staging area shall be designated by the **COUNTY** in coordination with **IDEA**,

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 commence as of the day and year first written above, and remain in effect until the 31st day of August, 2024. This Agreement may automatically renew for three (3) additional one (1) year terms under the same terms and conditions, or as amended by written agreement between the Parties.

This Agreement constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter of this Agreement.

4. Duties

- a. IDEA may use the PROPERTY during designated times as a boarding and deboarding 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. IDEA vehicles shall be prohibited from remaining on the PROPERTY overnight.
- b. IDEA agrees that it will assume all responsibility for its buses 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 IDEA vehicles, equipment and supplies shall be performed by IDEA personnel.
- d. IDEA, its employees, agents, staff and any person acting on behalf of IDEA shall not engage in any reckless, negligent, unsafe or otherwise illegal or unethical behavior while on the PROPERTY.
- e. IDEA, 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. IDEA’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, IDEA shall coordinate with the COUNTY OF HIDALGO, TEXAS, by and through Hidalgo County Commissioner Precinct 4.

6. Notices

IDEA shall provide its transportation schedules, times of boarding and debording 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. IDEA 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. IDEA 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 IDEA pursuant Texas law.

8. Insurance

IDEA 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 IDEA pursuant the applicable statutory caps for damages. (*See Attachment "C": Certificate of Insurance*).

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 IDEA 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 School: IDEA Public Schools
 Attn: Chief Executive Officer/Superintendent
 2115 W. Pike Blvd.
 Weslaco, Texas 78596

If to County: County of Hidalgo
 Attn: Richard F. Cortez, County Judge
 100 E. Cano St., 2nd Floor
 Edinburg, TX 78539

w/copy to:
Hidalgo County Commissioner Precinct No.4
Attn: Commissioner Ellie Torres
1051 North Doolittle Road
Edinburg, TX 78542

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, IDEA 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 IDEA, its agents or employees, under this Agreement up to the maximum exposure of IDEA pursuant the applicable statutory caps for damages. Nothing in this agreement shall be interpreted or construed to waive sovereign or governmental immunity afforded to IDEA 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 in accordance with Tex. Loc. Govt. Code §271.903 (Vernon Supp. 1996).

23. Authority to Execute.

The execution and performance of this Agreement by IDEA 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 IDEA and the COUNTY in accordance with its terms.

24. Non-Discrimination.

All related activities and programs mutually agreed to shall be conducted in a manner that does not discriminate against any person on a basis prohibited by applicable IDEA or COUNTY policy, State or Federal law, including without limitation, race, color, national origin, religion, sex, age, veteran, status, or disability or any other protected category.

We the undersigned hereby attest we have authority on behalf of the COUNTY and the IDEA, respectively, to execute and abide by this agreement.

IN WITNESS WHEREOF, the undersigned execute this Agreement as of the day and year first above written.

HIDALGO COUNTY, TEXAS

By: _____
Richard F. Cortez, County Judge

IDEA PUBLIC SCHOOLS

By: _____
Print Name: _____
Title: _____

Approved by the Hidalgo County Commissioner's Court on: _____, 2023.

ATTEST:

Arturo Guajardo, Jr., County Clerk

APPROVED AS TO FORM:
Office of Criminal District Attorney
Toribio "Terry" Palacios

By: _____
Robert Vina, III, Assistant District Attorney

EXHIBIT "A"

LOCATION MAP



EXHIBIT "B"

IDEA Bus Transportation Schedule for
(Endowment CRC at Precinct 4)

BOARDING TIME	DEBOARDING TIME
6:15 - 6:30 A.M.	4:15 P.M



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/28/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Edgewood Partners Insurance Center EPIC Brokers 14881 Quorum Drive, Suite 850 DALLAS, TX 75254 www.epicbrokers.com	CONTACT NAME: _____	
	PHONE (A/C, No, Ext): _____	FAX (A/C, No): _____
E-MAIL ADDRESS: _____		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Philadelphia Indemnity Insurance Company		18058
INSURER B: Bridgefield Casualty Insurance Company		10335
INSURER C: RSUI Indemnity Company		22314
INSURER D: Lloyds of London		
INSURER E:		
INSURER F:		

COVERAGES

CERTIFICATE NUMBER: 75515218

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: _____			PHPK2574375	6/30/2023	6/30/2024	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COMP/OP AGG \$3,000,000 \$	
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			PHPK2574375	6/30/2023	6/30/2024	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$	
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED _____ RETENTION \$ _____						EACH OCCURRENCE \$ AGGREGATE \$ \$	
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	019655439	6/30/2023	6/30/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000	
A	Auto Physical Damage			PHPK2574375	6/30/2023	6/30/2024	Comprehensive & Collision Deduct: \$1,000	
C	Directors & Officers			NPP705855	6/30/2023	6/30/2024		\$3,000,000
D	Cyber			W1F2DD230701	6/30/2023	6/30/2024		\$5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

Hidalgo County
 ATTN: Purchasing Department
 2812 South Hwy Bus. 281
 Edinburg TX 78539

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

KJ Wagner

© 1988-2015 ACORD CORPORATION. All rights reserved.

ACORD 25 (2016/03)

The ACORD name and logo are registered marks of ACORD



Leticia Saenz <leticia.saenz@co.hidalgo.tx.us>

Re: IDEA ICA

1 message

Robert Vina <robert.vina@da.co.hidalgo.tx.us> Fri, Aug 4, 2023 at 2:01 PM
To: Leticia Saenz <leticia.saenz@co.hidalgo.tx.us>
Cc: "ramirez, Josephine" <josephine.ramirez@da.co.hidalgo.tx.us>, "garza, victor" <victor.garza@da.co.hidalgo.tx.us>

Good Afternoon Ms. Saenz,
This office reviewed the Interlocal Agreement with IDEA for bus drop-off/pick-up at Pct. 4 Endowment Center and at this time the ILA is approved as to form.

Please let me know if you have any questions.
Respectfully,

Robert Viña III
Assistant District Attorney
Civil Litigation Division

Office of the Criminal District Attorney
Hidalgo County, Texas
100 E. Cano
Edinburg, TX 78539
(956) 292-7609 EXT 8187
(956) 292-7619 FAX

robert.vina@da.co.hidalgo.tx.us

The information contained in this e-mail may be 1.SUBJECT TO THE ATTORNEY-CLIENT PRIVILEGE; 2.ATTORNEY WORK PRODUCT; and/or 3.CONFIDENTIAL. It is intended only for the individual or entity designated above. Any distribution, copying, or use of or reliance upon the information contained in this e-mail by or to anyone other than the recipient designated above by the sender is unauthorized and strictly prohibited. **IF YOU HAVE RECEIVED THIS COMMUNICATION IN ERROR, PLEASE ADVISE THE SENDER BY REPLY E-MAIL TO robert.vina@da.co.hidalgo.tx.us AND DELETE THE COMMUNICATION.**

On Fri, Aug 4, 2023 at 1:57 PM Leticia Saenz <leticia.saenz@co.hidalgo.tx.us> wrote:

Bobby,
Per our conversation, please approve as to form received ICA.

Please advise.

Letty

On Fri, Aug 4, 2023 at 1:27 PM Leticia Saenz <leticia.saenz@co.hidalgo.tx.us> wrote:

Hello, Awesome Legal Team!

Please review and approve the form the ICA for IDEA (attached hereto)

This ICA to be approved by CC on 08/08/23.