

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

INTERLOCAL AGREEMENT BETWEEN THE MONTE ALTO INDEPENDENT SCHOOL DISTRICT AND THE COUNTY OF HIDALGO, TEXAS

This Agreement is made and entered into by and between the **MONTE ALTO INDEPENDENT SCHOOL DISTRICT (“District”)**, and the **COUNTY OF HIDALGO, TEXAS (“County”)**, by and through **CONSTABLE PRECINCT 1**, pursuant to the authority granted and in compliance with the provisions of the **TEXAS INTERLOCAL COOPERATION ACT**, (the “Act”) Chapter 791, Texas Government Code, as follows:

I. RECITALS

WHEREAS, the District is organized as an Independent School District under the laws of the State of Texas for the purpose of educating and providing other activities, which assist and benefit the youth and general community. and

WHEREAS, the District seeks to increase the safety and security for faculty, students, and members of the Monte Alto community when attending out of the District extracurricular, and athletic sports events; and

WHEREAS, an interlocal agreement may be entered into by any local government which includes a political subdivision, and which is defined in Section 791.003(4) and (5) of the Local Government Code, as any corporate and political entity organized under state law, and

WHEREAS, District has the need for a uniformed Texas Peace Officer and vehicle escort, and the County herein agrees to provide said escort for the safety and security of its constituents;

NOW, THEREFORE, and in consideration of the premises and the mutual promises, covenants and agreements set forth in this Agreement, County and District agree as follows:

II. CONSIDERATIONS

A. Mutual Promises

1. The County, by and through the Constable Precinct 1, shall provide no less than two Constable Precinct 1 Deputies and vehicle units to provide an escort for the District's out of District travel events.
2. The District shall provide fuel for the two vehicle units used during an escort service, as consideration to the County for the continued implementation of this Agreement. The District will not release any cash, or checks for fuel. District personnel shall facilitate the filling up of the vehicles used prior to and on the day of the scheduled escort service. Escort services shall be scheduled at least seven (7) days prior to the escort request.
3. The District shall provide the two Constable Precinct 1 Deputies a pre-escort meal, as well as a post-escort meal as consideration to the County for the performance of this Agreement. The meals provided will be commensurate with the meals provided to District faculty and students.

B. Operational Expenses

1. To the extent feasible, each entity shall pay its own costs associated with the performance of this Agreement.
2. Constable Precinct 1 shall provide any and all compensation to Deputies for any hours worked during an escort service, including any overtime incurred, pursuant to the County's applicable personnel policies, rules and procedures.

C. Liability Insurance

1. Each entity shall carry sufficient liability insurance at statutorily required limits, pursuant to the Texas Tort Claims Act.

III. INDEMNIFICATION

1. **County Not Liable for Actions Directed by District.** County shall not be liable to the District or to any third party for any act or omission of any District employee, representative, or agent, while that employee, representative, or agent is acting under the direction of any officer, administrator, or employee of the District.
2. **No Waiver of Governmental Immunity.** Neither County nor District, via this agreement, waive governmental immunity from suit, or from liability, except as expressly set forth by the Texas Legislature in the Texas Government Code. The fact that County and District have entered into this agreement shall not in any way, constitute a deliberate waiver of immunity by either entity, which immunities are expressly reserved by both parties.

IV. GOVERNING LAW

This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created by the Agreement as performable in Hidalgo County, Texas.

V. SUCCESSORS AND ASSIGNS

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. This Agreement shall not be assignable.

VI. EFFECTIVE DATE/TERM

This Agreement shall be in full force and effect beginning the first day of the month preceding its approval by both governing bodies, and shall be automatically renewed on the anniversary of its effective date of each succeeding year, for no more than three (3) years.

VII. NOTICES AND TERMINATION

This Agreement may be terminated by either party by giving thirty (30) days notice of termination to the other party. 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 notice delivered in accordance herewith:

If to District: Monte Alto Independent School District
Attention: Olivia Almanza-Pena, Superintendent
25149 1st Street
Monte Alto, Texas 78538

If to County: Hidalgo County, Texas
Attention: Ramon Garcia, County Judge
P.O. Box 1356
Edinburg, Texas 78540-1356

With copy to: Hidalgo County Constable Precinct No. 1
Attention: Constable Celestino Avila Jr.
1902 Joe Stephens Suite 303
Weslaco, Texas 78599

IX. ENTIRE AGREEMENT

This contract contains the entire Agreement of the parties with respect to the matters covered by its terms. No other agreements, statement or promise made by any party or to any employee, officer or agent of any party, that is not contained in this Agreement, shall be of no force or effect, unless the same be in writing, dated subsequent to the date hereof and duly executed by the parties hereto.

X. LEGAL CONSTRUCTION/SEVERABILITY

In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

XI. DISPUTE RESOLUTION

It is the intent of the parties that litigation be avoided, and in order to allow for the quick resolution of any and all disputes, if any, the parties hereby agree that any claims, demands or disputes that cannot be amicably resolved between the parties upon written request by either party shall be submitted within two weeks to a neutral, trained party for assistance in dispute resolution by means of non-binding mediation. If mediation efforts are unsuccessful, parties may resort to protecting their rights by litigation in district court.

Said neutral third party should, if possible, be a local person with a background in dispute resolution and subject law. If the parties cannot agree on a third party neutral, then they shall submit the process to the American Arbitration Association for the selection a third party neutral and the accomplishment of the dispute resolution, in accordance with its guidelines.

XII. 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.

XIII. 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 hereto pursuant to the provisions of Tex. Loc. Govt. Code Ann. § 271.903.

THIS AGREEMENT is executed in duplicate originals, copies of which shall be considered a true and correct original copy of this Agreement:

MONTE ALTO INDEPENDENT SCHOOL DISTRICT

BY: Olivia Almanza-Peña
Olivia Almanza-Peña, Superintendant

COUNTY OF HIDALGO

BY: Ramon Garcia
Ramon Garcia Hidalgo County Judge

APPROVED BY
COMMISSIONERS' COURT
ON: 8/4/15

ATTEST:

By: Arturo Guajardo, Jr.
Arturo Guajardo, Jr.
Hidalgo County Clerk

APPROVED AS TO FORM:

Hidalgo County Criminal District Attorney
Ricardo Rodriguez, Jr.

By: Victor M. Garza
Victor M. Garza
Assistant District Attorney
Hidalgo County