

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.

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. 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

**ATTACHMENT A
Schedules**

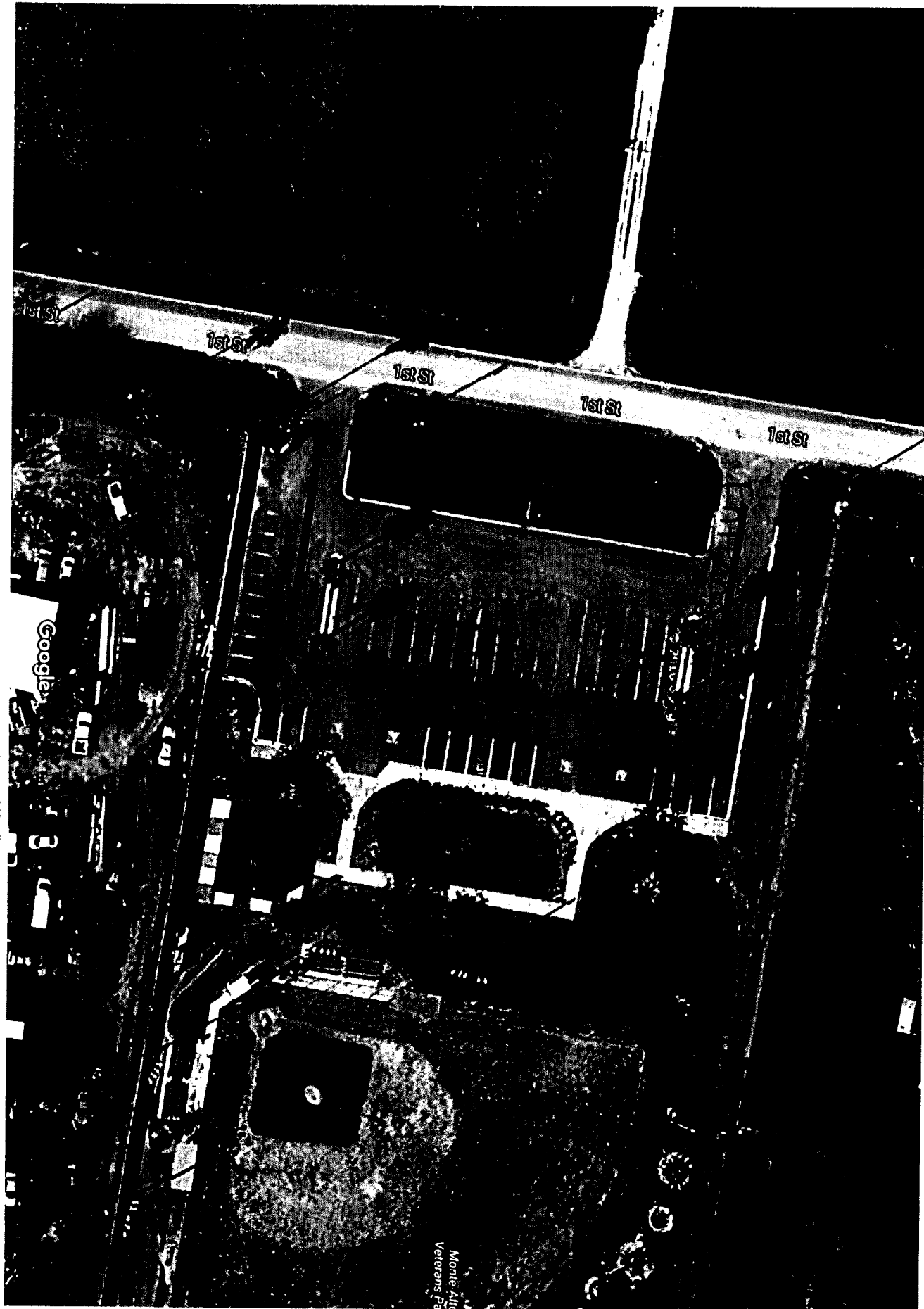
Morning Schedule M-F

Bus # 1	6:40 AM
Bus # 2	7:20 AM
Bus # 3	6:40 AM
Bus # 4	7:20 AM

Afternoon Schedule M-F

Bus #1	5:40 PM		
Bus #2	5:00 PM		
Bus #3	5:50 PM		
		Bus #4	5:10 PM

**ATTACHMENT B
SITE LAYOUT**



Imagery ©2016 Texas OrthoImagery Program, Map data ©2016 Google 50 ft



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/27/2017

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 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).

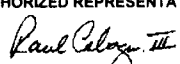
PRODUCER Shepard Walton King Ins. Group 121 W. Pecan McAllen, TX 78501 R. Raul Cabaza, III	CONTACT NAME: Dolores Ayala PHONE (A/C, No, Ext): 956-682-2841 E-MAIL ADDRESS: dayala@swkins.com FAX (A/C, No): 956-630-4015
	INSURER(S) AFFORDING COVERAGE NAIC # INSURER A: Texas Political Subdivisions INSURER B: Starr Indemnity & Liability INSURER C: Western World Ins. Co. INSURER D: INSURER E: INSURER F:
INSURED South Texas Ind School District 100 Med High Drive Mercedes, TX 78570	

COVERAGES **CERTIFICATE NUMBER:** **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 SUBR INSD 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:		15F0634	09/01/2016	09/01/2017	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 \$ 1,000,000 PRODUCTS - COMPI/OP AGG \$ 1,000,000 Emp Ben. \$ 1,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		15F0634	09/01/2016	09/01/2017	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ 100,000 BODILY INJURY (Per accident) \$ 300,000 PROPERTY DAMAGE (Per accident) \$ 100,000
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0		15F0634	09/01/2016	09/01/2017	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input type="checkbox"/> N/A					PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Student Accident		BAP272369	09/01/2016	09/01/2017	Sports 250,000
C	Educators Liab		BRL0012317	09/01/2016	09/01/2017	Liability 1,000,000

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

CERTIFICATE HOLDER HIDALGC Hidalgo County 2812 S. Highway Bus. 281 Edinburg, TX 78539	CANCELLATION 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 
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AI-60954

Precinct #1

CC - REGULAR

Meeting Date: 08/22/2017

Submitted For: David Fuentes, COMM. PCT. #1

Submitted By: Kassandra Elejarza, COMM. PCT. #1

Department: COMM. PCT. #1

Information

CAPTION

Pct. 1 Requesting approval of Interlocal Cooperation Agreement between the South Texas Independent School District and the County of Hidalgo - (for student transportation staging area for 2017-2018).

BACKGROUND

Monte Alto Veteran's Park

Fiscal Impact

Attachments

ICA

Attachment A

Attachment B

Insurance

Form Review

Inbox	Reviewed By	Date
(Originator)	Kassandra Elejarza	08/02/2017 08:57 AM
Form Started By:	Kassandra Elejarza	Started On: 08/02/2017 08:57 AM