

**COUNTY OF HIDALGO** §  
**STATE OF TEXAS** §

**CARES ACT INTERLOCAL COOPERATION AGREEMENT BETWEEN  
THE COUNTY OF HIDALGO, TEXAS, AND THE  
PSJA INDEPENDENT SCHOOL DISTRICT**

THIS Agreement is made on and entered into effective as of the 28th day of September, 2020, by and between **COUNTY OF HIDALGO, TEXAS**, hereinafter referred to as (“County”), and **PSJA INDEPENDENT SCHOOL DISTRICT** hereinafter referred to as (“District”), collectively referred to as “Parties” and pursuant to the provisions of the Texas Interlocal Cooperation Act (“Act”), Chapter 791, et seq., Texas Government Code, as follows:

**WITNESSETH:**

**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 with assist and benefit the youth and general community within its district boundary, and within the boundary of Hidalgo County; and

**WHEREAS**, the County is defined as a “Local Government” under the Interlocal Cooperation Act, a political subdivision organized under the laws of the State of Texas; and

**WHEREAS**, the County and District and their respective constituents have been affected by the COVID-19/Coronavirus public health emergency and the resulting Federal, State and Local disaster declarations and executive orders regarding the same; and

**WHEREAS**, the County, pursuant to its statutory and constitutional authority, are responsible for the safety and well being of the citizens; the District pursuant to its statutory authority, is responsible for the safety and well-being of its students, employee, faculty and administration, and both are desirous that necessary services and equipment are available to respond and mitigate the public health emergency; and

**WHEREAS**, the County and the District are authorized to enter into this Agreement pursuant to the Act, which authorizes local governments to contract with each other and with agencies of the state, to perform governmental functions and services under the terms of the Interlocal Cooperation Act; and

**WHEREAS**, in an effort to facilitate compliance with current public health measures related to the COVID-19 public health emergency, the County established the Hidalgo County Public Access Wi-Fi 2020 Project (hereinafter “Project”) to assist the citizens of the County with

distance learning, including technological improvements, as well as improving telework capability, in connection with school and business closings; and

**WHEREAS**, in response to the COVID-19 pandemic public health emergency, County, in cooperation with District, has identified and is working toward developing innovative learning strategies that include access to a Public Internet Wi-Fi network as part of the Project. The Project goal is to provide free internet access to identified areas within each District and County that will enable online distance learning as well as improving telework capabilities for families that do not have the means to provide internet access. The system will be designed to support wireless devices, including laptops, iPads, and other personal devices used to access online classes and telework capabilities.

**WHEREAS**, County and District desire to enter into this agreement for a public purpose and for the benefit of the residents of County and District in that access to online learning will assist in mitigating the spread of COVID-19 in classrooms and schools, protecting our children, our teachers, and all school staff and to further detail each party’s duties and responsibilities; and

**NOW THEREFORE**, County and District in consideration of the mutual covenants expressed hereinafter, agree as follows:

**I. PROVISIONS OF SERVICES**

Through this Agreement the **PARTIES** will develop a cooperative program to provide services as follows:

Purpose of Agreement:

1. The purpose of this agreement is to establish cooperation between the **County** and **District** on an “as needed basis” in order to coordinate the **County’s** ongoing efforts and use of all available resources for the Public Internet Access Wi-Fi Network Project in an effort to facilitate compliance with current public health measures related to the COVID-19 public health emergency.

The participation of DISTRICT in this initiative shall consist of the following:

1. In an effort to assist the citizens of the **County** and **District** with distance learning, including technological improvements, as well as improving telework capability, in connection with school and business closings, **District** will provide **County** with access to **District** premises for the sole purposes of placing three devices on District property. Requests will be made in writing by **County** to **District** prior to the placement of any devices needed to facilitate the Public Internet Access Wi-Fi Project and thereafter, will only be placed on **District** property with consent and approval of **District**.
2. **District** will communicate directly with the **County's** designated point of contact to facilitate specific, written requests for assistance from the **District** for the **County's** efforts to provide a Public Internet Access Wi-Fi in order to provide educational information and distance learning resources to its constituents aimed at mitigating the spread of COVID-19.

The participation of COUNTY in this initiative shall consist of the following:

1. **County** will designate a point of contact to streamline communications between the **District** and **County** and all Elected Offices and Departments.
2. **County** will acquire the services of a vendor to design and implement a Public Internet Access Wi-Fi Network in order to provide educational information and distance learning resources to its constituents aimed at mitigating the spread of COVID-19.
3. **County** will acquire necessary equipment, hardware and software for the Public Internet Access Wi-Fi Network Project. Equipment will be installed on **District** premises on an as needed basis in the mutually agreed upon selected areas of each **County** Precinct.
4. **County** shall obtain **District's** prior written consent to coordinate access to **District's** premises, or should any alterations, additions, or improvements be needed to assist with the **County's** efforts to provide a Public Internet Access Wi-Fi Project.

5. **County** shall be responsible for installation, repairs and maintenance in connection with equipment and/or assets on **District** Premises utilized for the purpose of assisting the **County** with efforts to provide a Public Internet Access Wi-Fi Project.
6. **County** shall be responsible for costs associated with the repair and maintenance of equipment and/or **County** assets placed on **District** Premises utilized for the purpose of assisting the **County** with its efforts to provide a Public Internet Access Wi-Fi Project.

## **II. TERM OR AGREEMENT**

The term of this agreement is for the lifetime of the Public Internet Access Wi-Fi Network; it will begin on **August 18, 2020, and extend until terminated by either party or mutual agreement of the PARTIES.** Upon termination, alterations, additions, or improvements made by **County** shall become the property of **District**, unless **District** requests removal of the same. **County** shall repair any damage to **District** Premises caused by such removal.

## **III. COMPENSATION**

**County** will receive no reimbursement from **District** for any services provided under the agreement. Requests for financial assistance presented by **District** will be considered, reviewed and subsequently approved to the extent they meet the requirements of the CARES Act Guidance in that they are directly related to the **County's** efforts to mitigate the spread of COVID-19.

## **IV. NOTICES**

All notices or other writing required under this Agreement shall be deemed to have been made when sent by mail to the following address:

**TO PSJA INDEPENDENT SCHOOL DISTRICT**  
Attn: Jorge L. Arredondo Ed.D.  
Superintendent of Schools  
601 E. Kelly Ave  
Pharr, TX 78577

**TO COUNTY:**  
County of Hidalgo  
Attn: Richard Cortez, County Judge  
100 E. Cano  
Edinburg, TX 78539

With CC to:  
Lauro Davalos, Ed.D.  
Asst. Supt. of Technology  
lauro.davalos@psjaisd.us

With CC to:  
Daniel Salinas  
Hidalgo County Director of  
Information Technology  
daniel.salinas@co.hidalgo.tx.us

## **VI. TERMINATION**

This Agreement may be amended, modified or terminated by agreement of the **PARTIES**. Further, the agreement may be terminated by either party by giving thirty (30) days written notice via certified mail, return receipt requested to the other party hereto of the intention to terminate.

## **VII. LAW GOVERNING VENUE**

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and, obligations and undertakings of each of the **PARTIES** to this Agreement shall be performable in Hidalgo County, Texas.

## **VIII. LIABILITIES**

This Agreement is not intended to extend the liability of the **PARTIES** beyond that provided by law. Neither party waives, nor shall be deemed to have hereby waived, any immunity or defenses that would otherwise be available to it against claims arising from third parties.

## **IX. ADDITIONAL DOCUMENTS**

The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.

## **X. GOVERNMENTAL PURPOSE**

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.

**XI. APPENDIX II TO CFR 200-CONTRACT PROVISIONS**

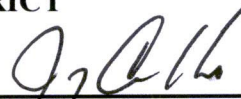
Pursuant to 2 CFR 200.236, a non-Federal entity's contracts must contain the applicable provisions described in Appendix II to 2 CFR 200-Contract Provisions for non-Federal Entity Contracts under Federal Awards. Therefore, if applicable, the provisions of Appendix II to 2 CFR 200 are attached and incorporated by reference into this County contract should it be subject to Federal award.

**XII. NON-DISCRIMINATION**

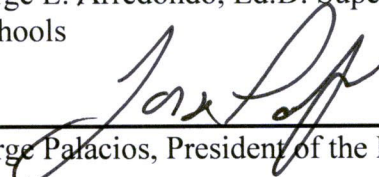
The Agreement and all related activities shall be conducted in a manner that does not discriminate against any person on a basis prohibited by applicable law or County and District policy, including without limitation race, color, national origin, religion, sex, age, veteran status, or disability.

**WITNESS THE HANDS OF THE PARTIES** effective as of August 18, 2020

**PSJA INDEPENDENT SCHOOL  
DISTRICT**



\_\_\_\_\_  
Jorge L. Arredondo, Ed.D. Superintendent of  
Schools



\_\_\_\_\_  
Jorge Palacios, President of the Board of  
Trustees

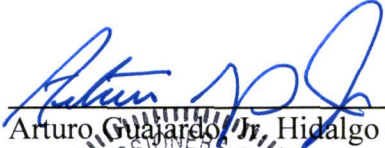
**HIDALGO COUNTY, TEXAS**



\_\_\_\_\_  
Richard Cortez, Hidalgo County Judge

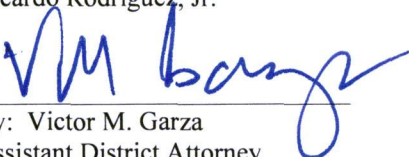
APPROVED BY  
COMMISSIONERS' COURT  
ON: 8/18/20 [Signature]

**ATTEST:**

  
\_\_\_\_\_  
Arturo Guajardo, Jr. Hidalgo County Clerk




APPROVED AS TO FORM:  
Office of Criminal District Attorney  
Ricardo Rodriguez, Jr.

  
\_\_\_\_\_  
By: Victor M. Garza  
Assistant District Attorney

Office of the Superintendent of Schools  
Board Meeting of September 28, 2020

September 17, 2020

Office of Finance  
Janet C. Robles, Chief Financial Officer 

**SUBJECT: Memorandum of Understanding with Hidalgo County for Wireless Initiative**

The purpose of this agenda item is to approve the Wireless Initiative with Hidalgo County to provide our families with access to internet via the construction of a robust wireless mesh system

Hidalgo County has identified 5 key areas that are needed as passthrough points for the project. Three of the locations are on county property in Alamo and San Juan. There are two district properties that are needed to distribute the signal. The two locations are Cesar Chavez Elementary and Carmen Anaya Elementary. The county is proposing to place a 10 ft by 10 ft pad on the property in order to place a 75 ft distribution tower. Exact location will be determined, but it will be less than 300 feet to the nearest on-premise electrical panel. The request is to tie into the existing electrical system of the school. It is a traditional 110 electrical connection. The county will fence the area and be responsible for the maintenance of the towers and equipment. The agreement allows PSJA ISD to access the towers for future use as needed by the district.

Attached is the Precinct 2 Hidalgo County Wifi Project Presentation and the Interlocal Agreement. The agreement has been reviewed by the attorney.

This project is expected to serve 7,096 Pharr-San Juan-Alamo ISD students.

**RECOMMENDATION:** That the Board of Education approve the Cares Act Interlocal Cooperation Agreement between the County of Hidalgo, Texas and the PSJA Independent School District, effective September 29, 2020.



**MEMORANDUM**

**Aug 20, 2020**

**TO:** Emily Garza, Purchasing Director  
**FROM:** Daniel Saenz, Information Technology Director  
Lauro Davalos, Assistant Superintendent for Technology

**SUBJECT:** RECOMMENDATIONS FOR PSJA to enter into a Memorandum of Understanding with Hidalgo County

PSJA ISD is working with Hidalgo County on a Wireless Initiative that would provide our families with access to internet via the construction of a robust wireless mesh system.

We are seeking to get a Memorandum of Understanding between Hidalgo County and PSJA ISD. To provide the best possible access to our families, strategic locations that are near identified areas of need must be utilized. The County of Hidalgo and the Pharr-San Juan-Alamo ISD have properties in key areas of this project. We would like to enter into a Memorandum of Understanding with Hidalgo County that would ensure access of any of these areas where it is feasible so that we can provide the best possible signal to our families.

Hidalgo County has identified 5 key areas that are needed as passthrough points for this project. Three of them are located on county property in Alamo and San Juan. The county has identified two district properties that are would be needed to distribute the signal to our community. The two properties are Cesar Chavez Elementary and Carmen Anaya Elementary. The county is proposing to place a 75 ft distribution tower on a 10ft by 10ft area on these two properties. Exact location of the 10ft by 10ft pad is to be determined but will be located less than 300 feet to the nearest on-premise electrical panel. Included in this request is to tie this into the existing electrical of the school. The circuit is a traditional 110 electrical connection which will be provided by the awarded county vendor. The county of Hidalgo would be fencing this area. All maintenance of the towers and equipment will be the responsibility of Hidalgo County.

Part of this agreement will allow PSJA ISD to access these towers for future use based as determined by the district.

We have enclosed the county proposal of this project for your review.

If you should have any questions, please feel free to contact me.

Daniel Saenz  
**Director of Information Technology**

cc: Dr. Jorge Arredondo, Superintendent of Schools  
Janet C. Robles, Chief Financial Officer

**START COLLEGE NOW! COMPLETE EARLY! GO FAR!**

# Hidalgo County Wifi Project Precinct 2



**Prepared by:**

**Hidalgo County Information Technology Department**

**August 12, 2020**

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# HIDALGO COUNTY

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*Information Technology*

## Area Map





# HIDALGO COUNTY

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## Information Technology

## Precinct 2 Area - Zone 1

**No. of Students:** 1,023 - PSJA ISD

**Sq. Miles:** 0.77

**Location:** Lopezville - County Owned



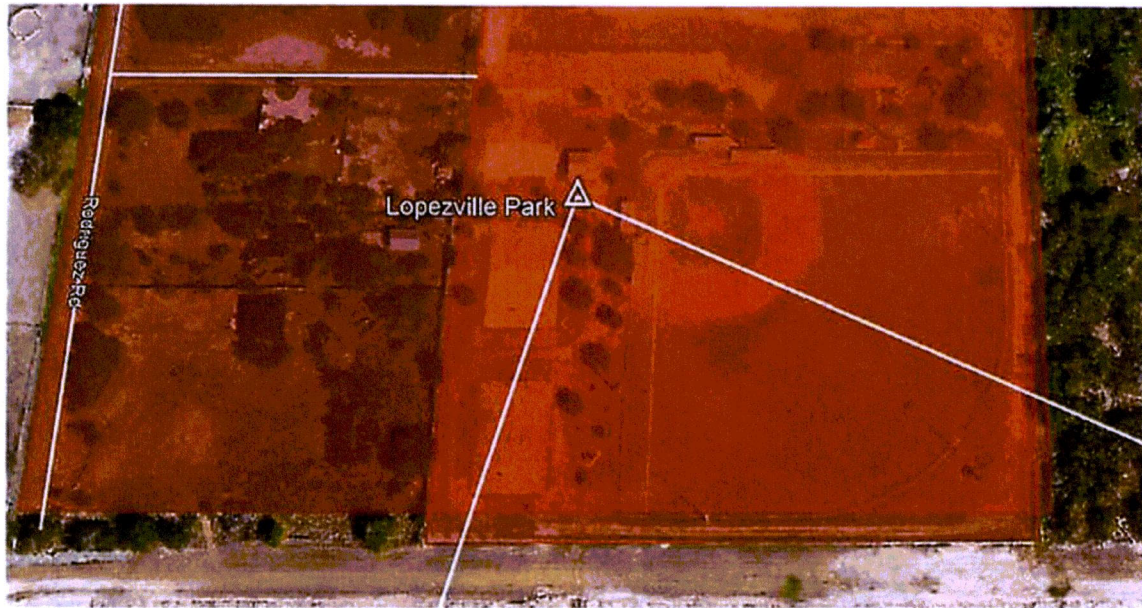


# HIDALGO COUNTY

\*\*\*\*\*  
*Information Technology*

## Proposed Tower Location

Location: Lopezville Park - County Owned





# HIDALGO COUNTY

\*\*\*\*\*

## Information Technology

## Precinct 2 Area - Zone 2

**No. of Students:** 989 - PSJA ISD

**Sq. Miles:** 0.31

**Location:** San Juan CRC - County Owned





# HIDALGO COUNTY

\*\*\*\*\*

*Information Technology*

## Proposed Tower Location

**Location:** San Juan CRC  
509 E Earling Rd  
San Juan, TX 78589





# HIDALGO COUNTY

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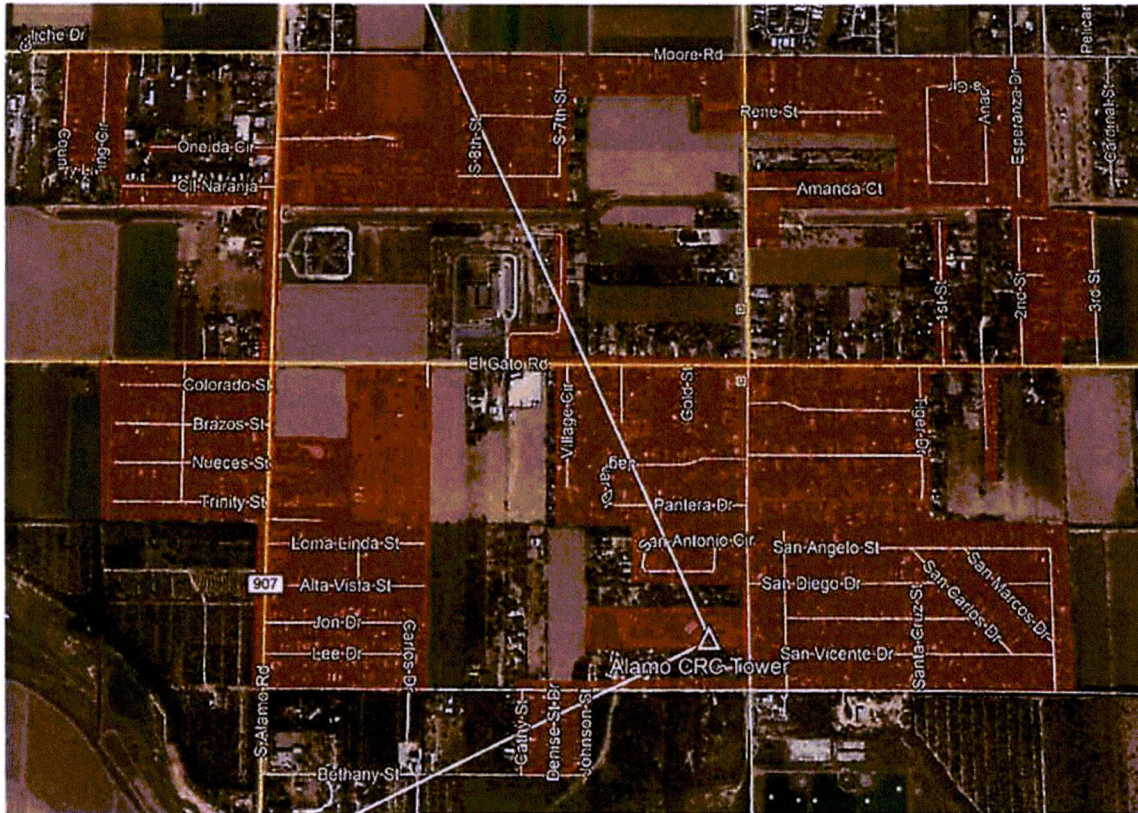
## Information Technology

### Precinct 2 Area - Zone 3

**No. of Students:** 1160 - PSJA ISD

**Sq. Miles:** 0.81

**Location:** South Tower Road - County Owned





# HIDALGO COUNTY

\*\*\*\*\*  
*Information Technology*

## Proposed Tower Location

**Location:** Alamo CRC  
1429 S Tower Rd  
Alamo, TX 78516





# HIDALGO COUNTY

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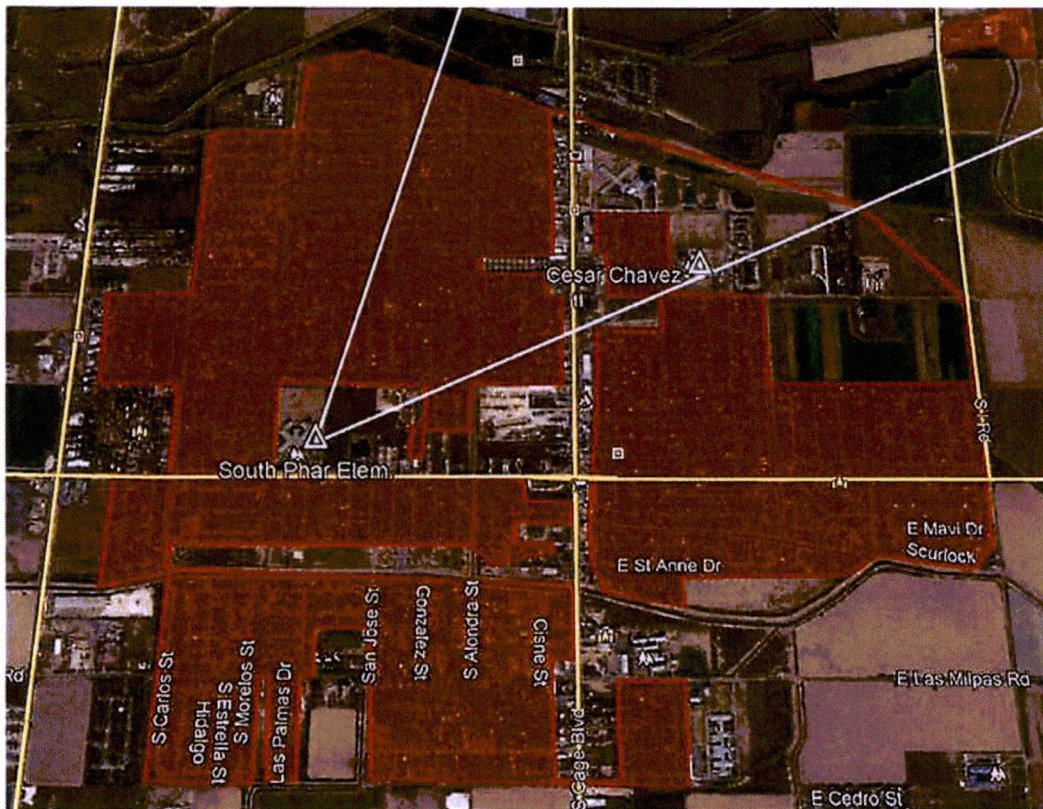
## Information Technology

## Precinct 2 Area - Zone 4

**No. of Students:** 3924 PSJA | 838 Valley View

**Sq. Miles:** 2.25

**Location:** South Pharr





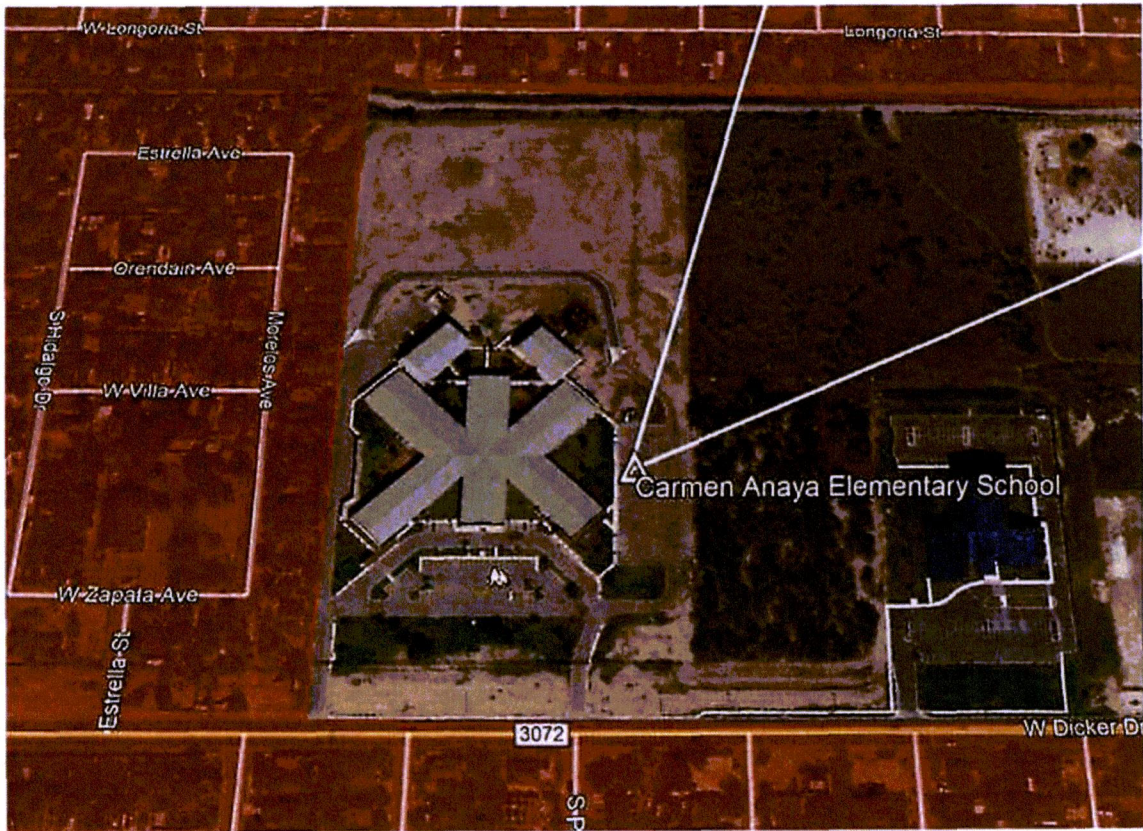
# HIDALGO COUNTY

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## Information Technology

## Proposed Tower Location

**Location:** Carmen Anaya Elementary School  
1000 W Dicker Rd  
Pharr, TX 78577





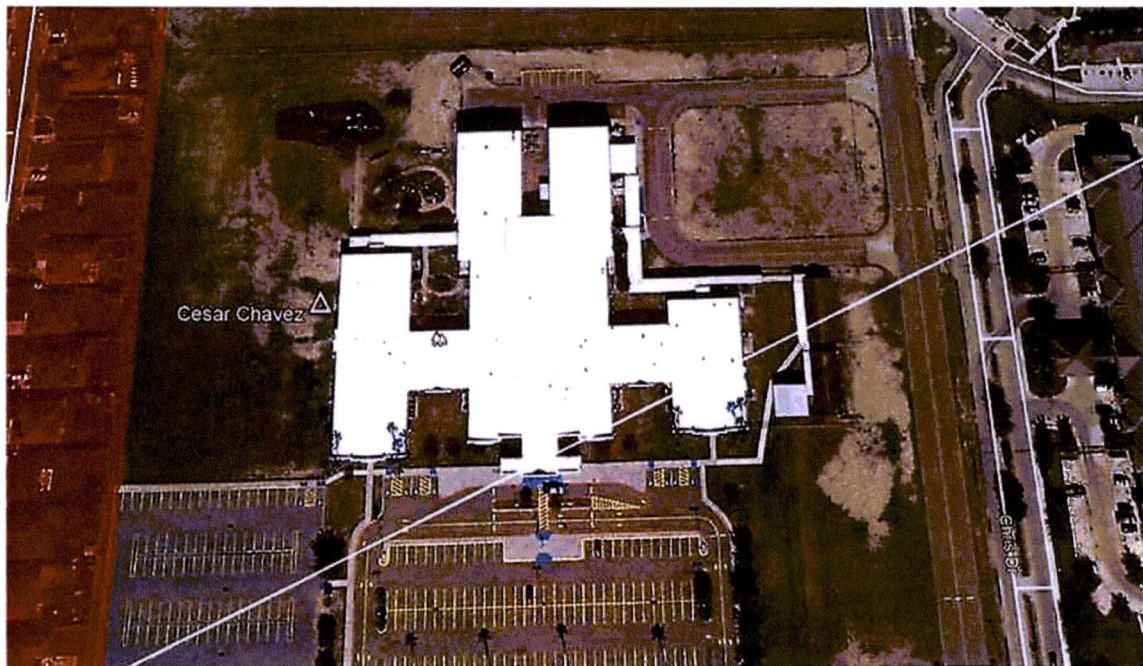
# HIDALGO COUNTY

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*Information Technology*

## Proposed Tower Location

**Location:** Cesar Chavez Elementary School  
401 E Thomas Dr  
Pharr, TX 78577

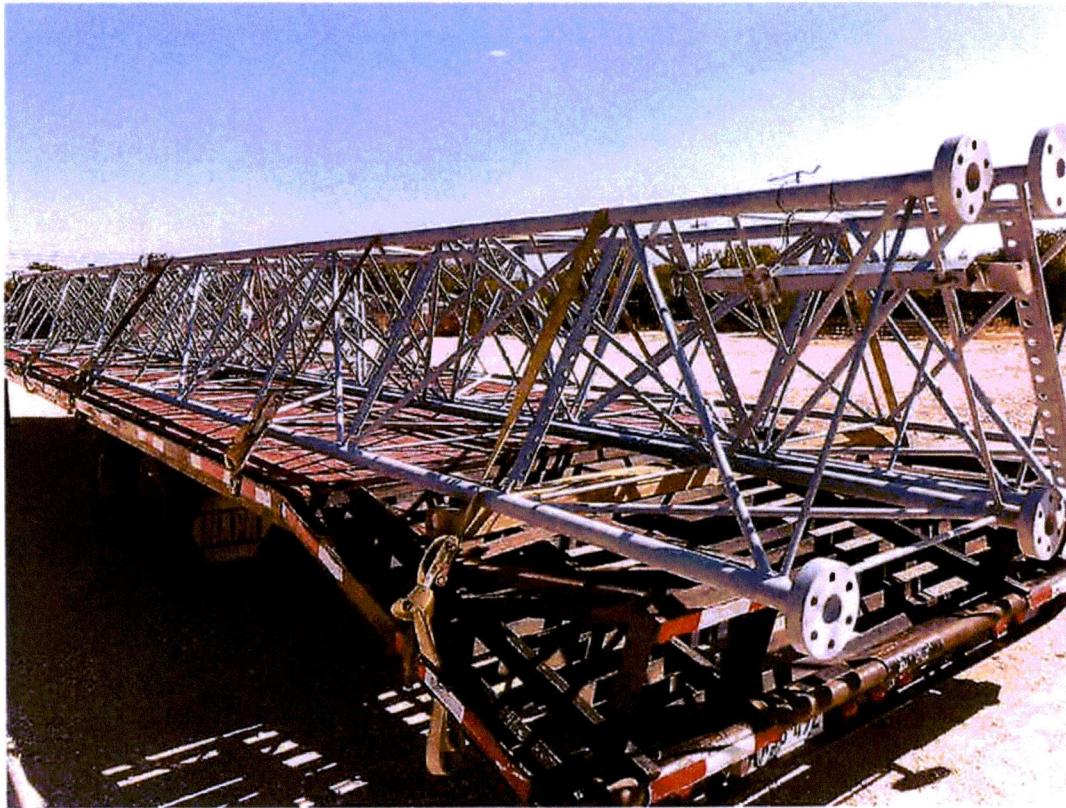




## Proposed Antenna Type:

- 75ft Antenna
- 10x10 sq ft area for concrete and fencing
- Building must supply power to the tower
- Depth will be 9 ft from ground level

Below are the tower specifications:







# HIDALGO COUNTY

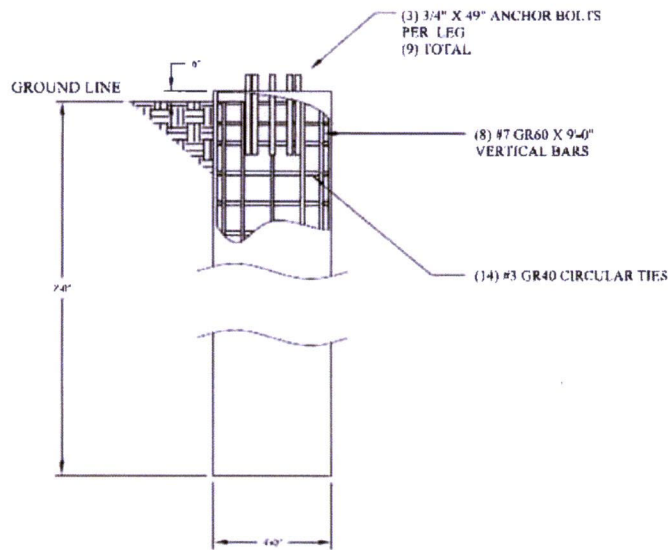
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## Information Technology

\*\*\*\*NOT FOR CONSTRUCTION\*\*\*\*

NOTES

1. FOUNDATION FOUND IN TIA/E
  2. 4.5 CY CONCRETE
- ONE PIER F



SIDE VIEW

PROPRIETARY DRAWINGS  
CONFIDENTIAL INFORMATION WHICH CANNOT BE  
ISSUED, COPIED, OR USED BY OTHERS WITHOUT  
WRITTEN AUTHORIZATION BY WESTERN TOWERS.  
FOR USE BY WESTERN TOWERS ONLY.

# Memorandum of Understanding with Hidalgo County for Wireless Initiative





## Wireless Initiative with Hidalgo County

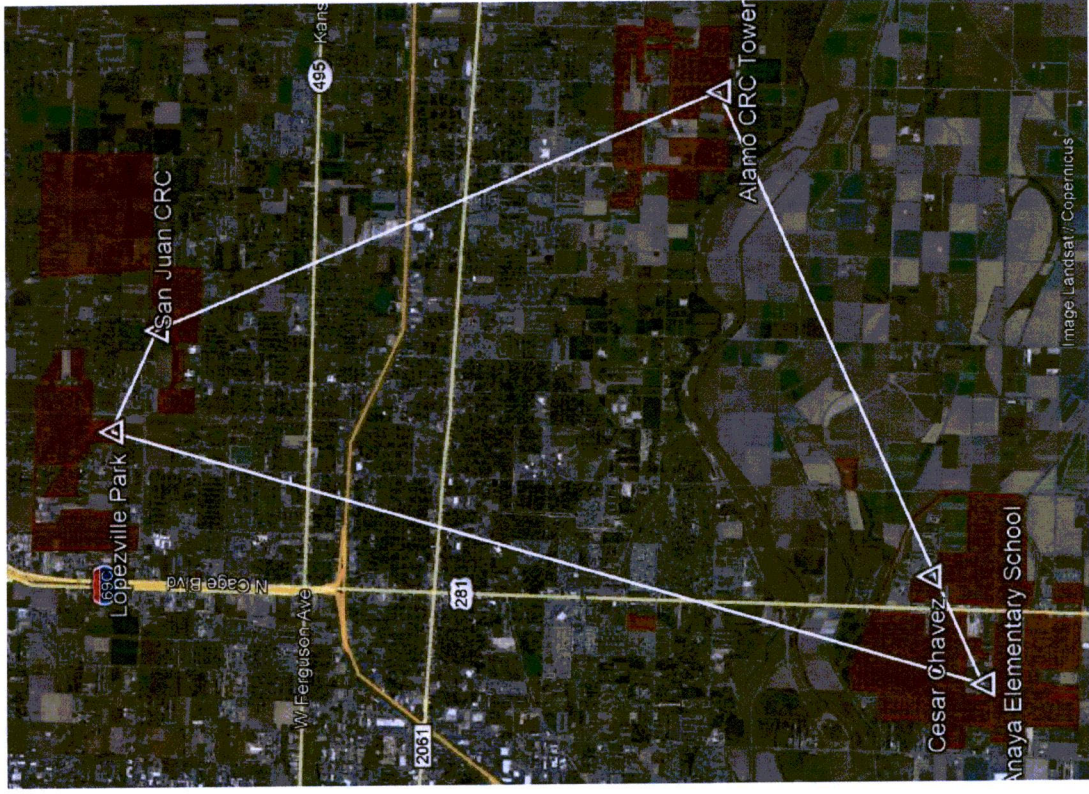
**Purpose:** To approve the Wireless Initiative with Hidalgo County to provide our families with access to internet via the construction of a robust wireless mesh system Hidalgo County has identified 5 key areas that are needed as passthrough points for the project:

- Three of the locations are on county property in Alamo and San Juan
- Two are district properties that are needed to distribute the signal.
  - Cesar Chavez Elementary
  - Carmen Anaya Elementary
- County is proposing to place a 10 ft by 10 ft pad on the two properties in order to place a 75 ft distribution tower. Exact location will be determined, but it will be less than 300 feet to the nearest on-premise electrical panel. The request is to tie into the existing electrical system of the school. It is a traditional 110 electrical connection. The county will fence the area and be responsible for the maintenance of the towers and equipment. The agreement allows PSJA ISD to access the towers for future use as needed by the district.
- Interlocal Agreement and the Wifi Project Information presented by the county are attached to the agenda item
- Projected to serve 7,096 PSJA ISD Students



# Wireless Initiative with Hidalgo County

## Area Map





# Wireless Initiative with Hidalgo County

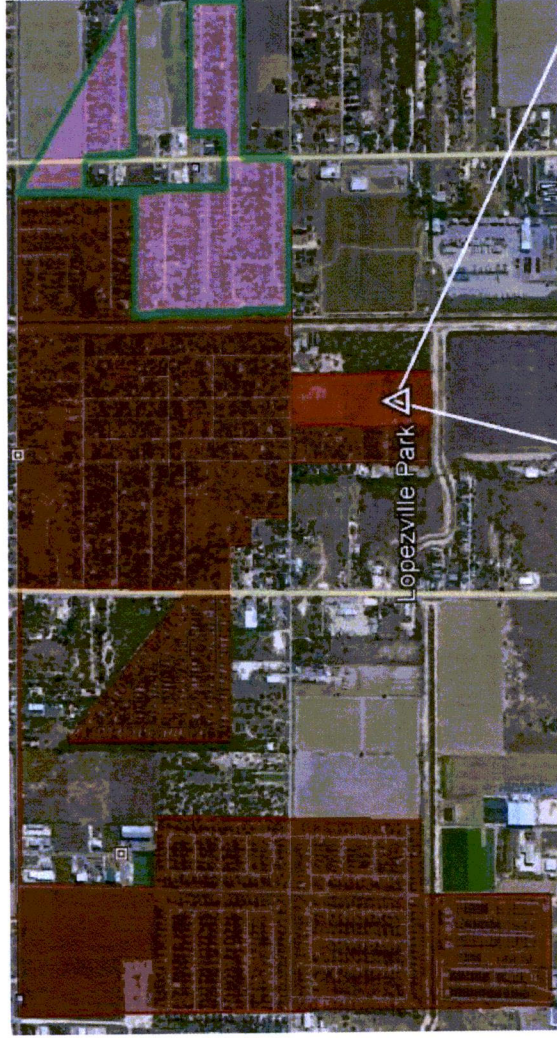


## Precinct 2 Area - Zone 1

No. of Students: 1,023 - PSJA ISD

Sq. Miles: 0.77

Location: Lopezville - County Owned







# Wireless Initiative with Hidalgo County

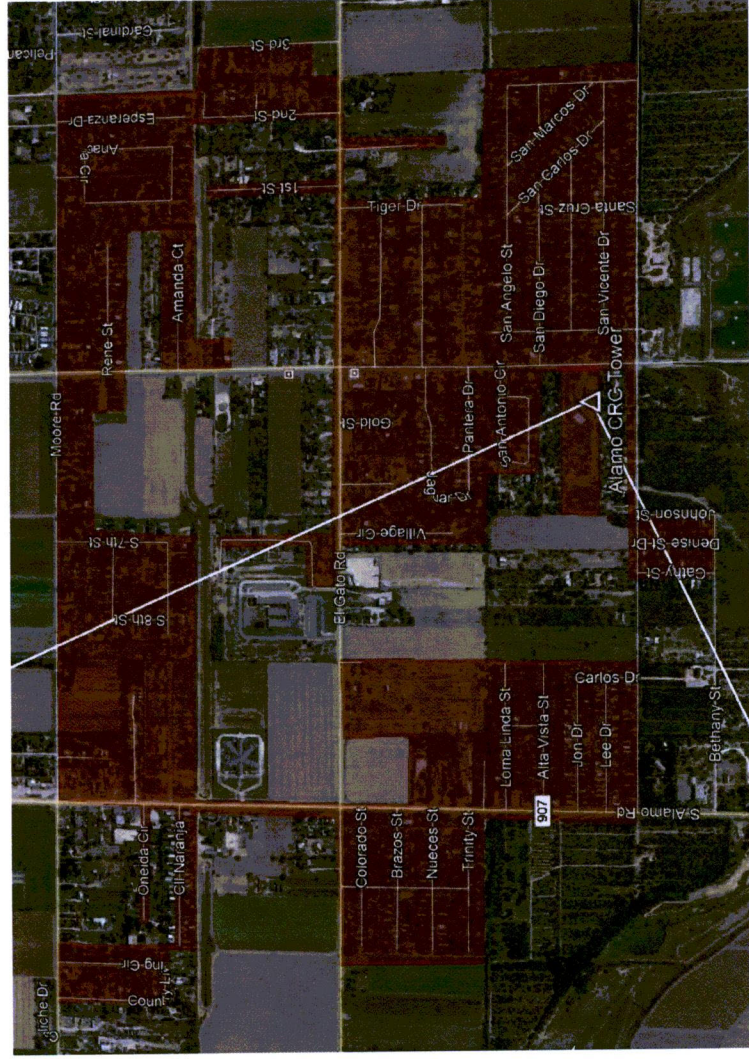
**COLLEGE<sup>3</sup>**  
READY. CONNECTED. COMPLETE.™

## Precinct 2 Area - Zone 3

**No. of Students:** 1160 - PSJA ISD

**Sq. Miles:** 0.81

**Location:** South Tower Road - County Owned





# Wireless Initiative with Hidalgo County

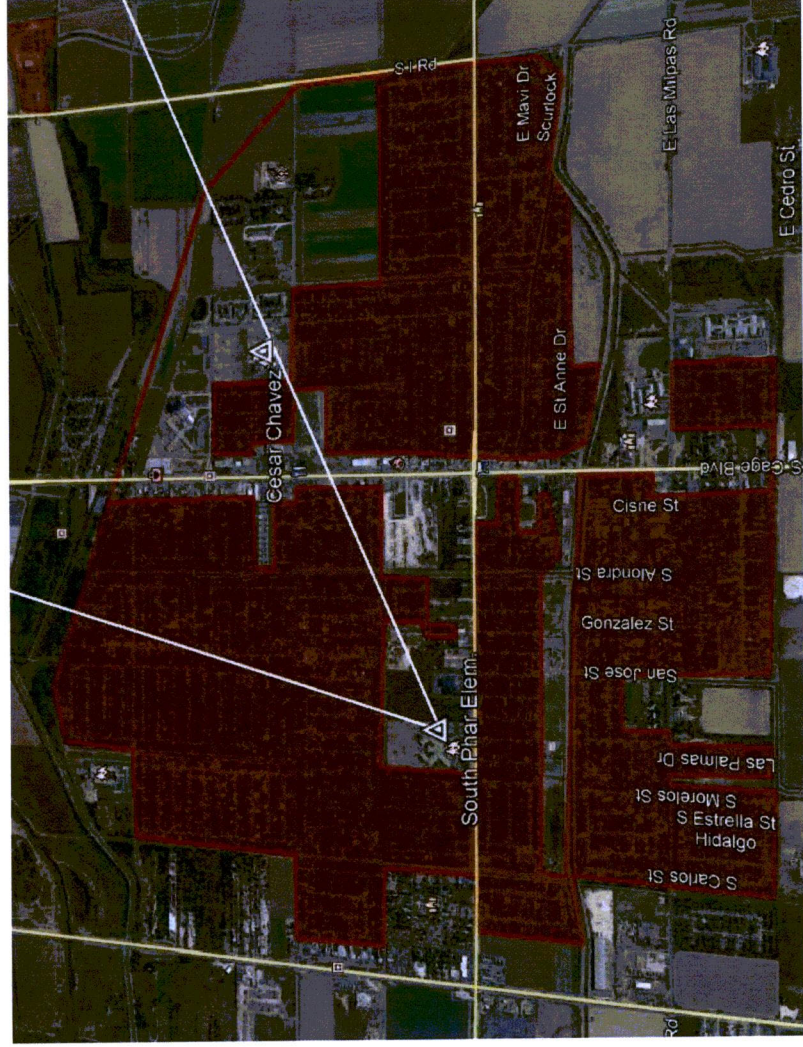
**COLLEGE<sup>3</sup>**  
READY. CONNECTED. COMPLETE.™

## Precinct 2 Area - Zone 4

**No. of Students:** 3924 PSJA | 838 Valley View

**Sq. Miles:** 2.25

**Location:** South Pharr





# Wireless Initiative with Hidalgo County

**COLLEGE<sup>3</sup>**  
READY. CONNECTED. COMPLETE.™

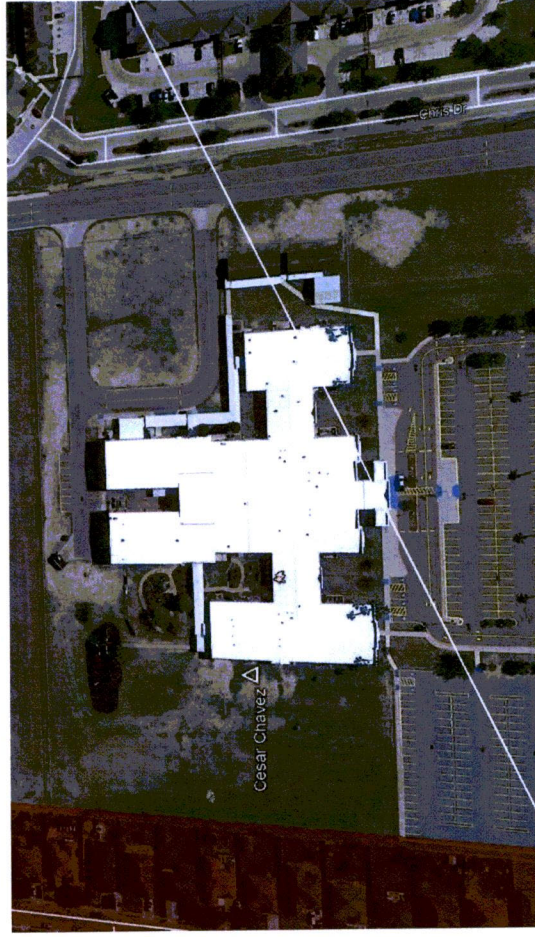
## Proposed Tower Location

**Location:** Carmen Anaya Elementary School  
1000 W Dicker Rd  
Pharr, TX 78577



## Proposed Tower Location

**Location:** Cesar Chavez Elementary School  
401 E Thomas Dr  
Pharr, TX 78577





# Wireless Initiative with Hidalgo County

**COLLEGE<sup>3</sup>**  
READY.CONNECTED.COMPLETE.™

## Proposed Antenna Type:

- 75ft Antenna
- 10x10 sq ft area for concrete and fencing
- Building must supply power to the tower
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