



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 **15<sup>TH</sup>** day of **September, 2020**, 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 de-boarding transportation.

**3. Scope**

The scope of this Agreement is limited to a student boarding and de-boarding 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 be in effect from the date of execution by all parties until August 31<sup>st</sup> 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 IDEA 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. IDEA may use the PROPERTY during designated times 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. IDEA vehicles shall be prohibited from remaining on the PROPERTY overnight.
- b. IDEA 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 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 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. 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  
Attention: 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., 2<sup>nd</sup> Floor  
Edinburg, TX 78539

w/copy to:  
Hidalgo County Commissioner Precinct No.4  
105 N. Doolittle, Rd.  
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.

## **18. 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.

## **19. 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.

## **20. 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.

## **21. 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.

## **22. 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.

## **23. 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).

**25. 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.

**26. 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  
Richard F. Cortez, County Judge

9/24/20  
Date

**IDEA PUBLIC SCHOOLS**

By: \_\_\_\_\_  
Print Name: Carlos Castaneda  
Title: Managing Director of Transportation

\_\_\_\_\_  
Date

*Approved by the Hidalgo County Commissioner's Court on: September 15, 2020.*

**ATTEST:**

Arturo Guajardo, Jr.  
Arturo Guajardo, Jr., County Clerk



APPROVED BY  
COMMISSIONERS' COURT  
ON: 9/15/20

**APPROVED AS TO FORM:**

Office of Criminal District Attorney  
Ricardo Rodriguez, Jr.

By: Robert Viña, III  
Robert Viña, III, Assistant District Attorney