

**INTERLOCAL COOPERATION AGREEMENT
FOR EMERGENCY EVACUATION TRANSPORTATION SERVICES**

between
REEVES COUNTY, TEXAS
and
PECOS-BARSTOW-TOYAH INDEPENDENT SCHOOL DISTRICT

This Interlocal Cooperation Agreement for Emergency Evacuation Transportation Services (this "Agreement") is entered into by and between REEVES COUNTY, TEXAS, a political subdivision of the State of Texas (the "County"), and PECOS-BARSTOW-TOYAH INDEPENDENT SCHOOL DISTRICT, a political subdivision of the State of Texas (the "District"). The County and the District are referred to individually as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, each Party is a "local government" within the meaning of Section 791.003(4), Texas Government Code, and is authorized by the Interlocal Cooperation Act, Chapter 791, Texas Government Code, to contract with the other to perform governmental functions and services that each Party is authorized to perform individually;

WHEREAS, the services contemplated by this Agreement constitute governmental functions and services within the meaning of Section 791.003(3)(D) (public health and welfare) and Section 791.003(3)(N) (other governmental functions in which the contracting parties are mutually interested), Texas Government Code;

WHEREAS, the County Judge of Reeves County is the emergency management director for the County under Section 418.1015(a), Texas Government Code, and the County is authorized to direct and manage evacuations under Chapter 418, Texas Government Code, including Sections 418.108 and 418.185;

WHEREAS, the District is authorized to establish and operate a public school transportation system under Sections 34.003 and 34.007, Texas Education Code, may operate that system outside the District pursuant to an interlocal contract under Chapter 791, Texas Government Code, as provided by Section 34.007(a)(2), Texas Education Code, and may contract for the use of school buses by nonschool organizations under Section 34.010(a), Texas Education Code;

WHEREAS, each Party is a "local government entity" within the meaning of Section 418.004(10), Texas Government Code, and each Party is a participant in the Texas Statewide Mutual Aid System established by Subchapter E-1, Chapter 418, Texas Government Code;

WHEREAS, the District's first and paramount obligation is the safe transportation of its students, and the Parties intend that nothing in this Agreement subordinate that obligation; and

WHEREAS, the Parties desire to establish clear procedures for requesting, providing, supervising, concluding, and paying for transportation assistance during declared disasters, and to replace the Memorandum of Agreement described in Section 4 below;

NOW, THEREFORE, in consideration of the mutual covenants set out below, the Parties agree as follows:

1. DEFINITIONS

- 1.1 "Deployment" means the provision of Services by the District in response to an accepted Request.
- 1.2 "Declared Disaster" means a state of disaster declared by the Governor under Section 418.014, Texas Government Code, or a local state of disaster declared under Section 418.108, Texas Government Code, affecting all or part of Reeves County.
- 1.3 "Effective Date" means the later of the two dates on which this Agreement is signed by an authorized representative of a Party.
- 1.4 "Request" means a request for assistance made under Section 5.
- 1.5 "Services" means the transportation services described in Section 7.
- 1.6 "System" means the Texas Statewide Mutual Aid System established by Subchapter E-1, Chapter 418, Texas Government Code.

2. PURPOSE; AUTHORITY

- 2.1 Purpose. The purpose of this Agreement is to establish the terms on which the District may, in its sole discretion and to the extent of its available resources, provide buses and drivers to assist the County in evacuating members of the public during a Declared Disaster.
- 2.2 Authority. This Agreement is entered into under Chapter 791, Texas Government Code, and Sections 34.007(a)(2) and 34.010(a), Texas Education Code. Each Party is authorized to perform individually the functions it performs under this Agreement, as required by Section 791.011(c)(2), Texas Government Code.
- 2.3 No Delegation of Governmental Authority. Nothing in this Agreement delegates to either Party any governmental or discretionary authority of the other.

3. RELATIONSHIP TO THE TEXAS STATEWIDE MUTUAL AID SYSTEM

- 3.1 Acknowledgment. The Parties acknowledge that Section 418.111(a), Texas Government Code, establishes the System to provide mutual aid response capability between local government entities without a written mutual aid agreement, and that under Section 418.111(b) and (c), where the parties to a request are parties to a written mutual aid agreement, the terms of that agreement control the rights and obligations of the parties.
- 3.2 Intent to Supplement, Not Displace. This Agreement is intended to supplement the System by establishing operational and payment procedures. It is not intended to displace, diminish, waive, or supersede any right, protection, or benefit available to the District as a responding local government entity under the System, including under Sections 418.1151, 418.1152, 418.1153, 418.115, 418.116, 418.117, and 418.1181, Texas Government Code.
- 3.3 Conflict. If any provision of this Agreement would, by operation of Section 418.111(b) or (c), Texas Government Code, afford the District a right or protection less favorable than the District would

enjoy under the System in the absence of a written mutual aid agreement, that provision is void to the extent of the conflict and the corresponding provision of Subchapter E-1, Chapter 418, Texas Government Code, controls.

- 3.4 Other Authority Preserved.** Nothing in this Agreement limits the ability of either Party to request or provide emergency assistance under Section 791.027, Texas Government Code, or under any other law.
- 3.5 No Representation as to Immunity.** The Parties acknowledge that Subchapter E-1, Chapter 418, Texas Government Code, does not itself confer immunity from liability on a responding local government entity, and neither Party makes any representation to the contrary.

4. PRIOR AGREEMENT

- 4.1 The 2020 MOA.** The Parties previously executed a document titled "Memorandum of Agreement Transportation services for evacuation of the public including people with access and functional needs Between Reeves County And Pecos-Barstow-Toyah Independent School District," signed on behalf of the District on October 19, 2020, and on behalf of the County on October 27, 2020 (the "2020 MOA"). By its own terms, the 2020 MOA was "in full force and effect beginning the date of execution and ending January 1, 2022."
- 4.2 Termination and Replacement.** To the extent the 2020 MOA is in effect, it is terminated in its entirety as of the Effective Date and is replaced by this Agreement. Neither Party has any further right or obligation under the 2020 MOA, and no provision of the 2020 MOA survives.
- 4.3 No Admission.** Nothing in this Section is an admission by either Party that the 2020 MOA was authorized by the governing body of either Party, satisfied the requirements of Section 791.011(d), Texas Government Code, remained in effect at any time after January 1, 2022, or imposed any enforceable obligation on either Party. Each Party reserves all positions and defenses concerning the 2020 MOA.

5. REQUEST FOR ASSISTANCE

- 5.1 Condition Precedent.** No Request may be made unless a Declared Disaster is then in effect.
- 5.2 Authorized Requestor.** A Request may be made only by the Reeves County Judge, in the Judge's capacity as emergency management director under Section 418.1015(a), Texas Government Code, or by the emergency management coordinator or director designated by the County Judge, or by the successor in office of either. A Request made by any other person is of no effect.
- 5.3 Form of Request.** Consistent with Section 418.115(a), Texas Government Code, a Request may be made verbally and must be confirmed in writing delivered to the District's contact identified in Section 18. The written confirmation must state:
- (a) the Declared Disaster on which the Request is based;
 - (b) the number of buses and drivers requested;
 - (c) the staging location and the anticipated destinations;

- (d) the anticipated duration of the Deployment;
- (e) the name and contact information of the incident commander or other County official to whom the District's supervisory personnel will report; and
- (f) the method and point of contact for submitting invoices under Section 12.

5.4 Directed to the District. A Request is directed to the District as an entity. Nothing in this Agreement authorizes the County to direct, task, or take possession of District personnel, buses, or equipment except pursuant to a Request the District has accepted under Section 6.

6. ASSESSMENT; NO OBLIGATION TO RESPOND

- 6.1** Assessment. On receipt of a Request, the District will assess its resources to determine the availability of personnel, equipment, and other assistance, consistent with Section 418.1151(a), Texas Government Code.
- 6.2** No Obligation. The District is not required to provide assistance unless the District determines that it has sufficient resources to do so, based on current or anticipated events in its jurisdiction, consistent with Section 418.1151(b), Texas Government Code. The District may decline a Request in whole or in part, for any reason or no reason. The District's determination is final, is committed to the District's sole discretion, and is not subject to review, challenge, or dispute resolution under this Agreement. A policy decision of the District's Board of Trustees affecting transportation is final and may not be appealed. Tex. Educ. Code § 34.011.
- 6.3** Priority of Student Transportation. The District's obligation to transport its students, and to preserve the capacity to do so, takes priority over any Request. Anticipated need for buses or drivers for school operations is a sufficient basis to decline.
- 6.4** Acceptance. The District accepts a Request only by written notice, which may be transmitted by electronic mail, from the District's Superintendent or the Superintendent's designee. Acceptance states the number of buses and drivers the District will provide and any conditions on the Deployment.
- 6.5** Response Time. If the District accepts a Request, the District will have the accepted resources en route to the designated staging location within [2] hours after the District delivers its acceptance under Section 6.4, or within such other period as the acceptance states. The response period runs from the District's acceptance and not from the County's Request.

7. SCOPE OF SERVICES

- 7.1** Services. The Services consist solely of the following, and only to the extent stated in the District's acceptance:
- (a) transporting evacuees from areas within Reeves County identified in the Request to reception centers, shelters, or other destinations identified in the Request; and
 - (b) returning evacuees from those destinations to points within Reeves County identified by the County during re-entry.

- 7.2 Limits.** The District is not obligated to, and will not, (a) modify its transportation policies, fare policies, vehicle configurations, or securement equipment; (b) transport animals other than service animals; (c) provide medical, nursing, custodial, security, or personal-care services of any kind; (d) transport any person requiring medical monitoring, life-support equipment, or ambulance transport; (e) operate outside Reeves County except as expressly stated in the District's acceptance; or (f) perform any task not described in Section 7.1.
- 7.3 County Responsibilities.** The County is responsible for identifying evacuees, determining who is suitable for transport by school bus, providing passenger manifests, providing any attendant or medical personnel required by a passenger, arranging accessible transport for any person who cannot be safely transported on a school bus, and providing security at staging areas and destinations.
- 7.4 Refusal of Passengers.** The District's supervisory personnel and drivers may refuse to transport any person or item whose transport would, in their judgment, be unsafe or outside the scope of Section 7.1.

8. RESOURCES

- 8.1 Estimate Only.** For the County's planning purposes, the District estimates that up to [6] school buses with a capacity of approximately [44] passengers each, and up to [6] qualified drivers, could be made available under favorable conditions.
- 8.2 Not a Commitment.** The estimate in Section 8.1 is a planning estimate only. It is not a representation, guarantee, or commitment that any resource will be available at any time, and it does not limit or expand the District's discretion under Section 6.
- 8.3 Annual Update.** The District may update the estimate at any time by written notice to the County. The District will review the estimate annually.

9. SUPERVISION, CONTROL, RECALL, AND DURATION

- 9.1 Operational Control.** During a Deployment, the District's personnel, equipment, and resources are under the operational control of the County for purposes of mission assignment, staging, routing, and destination only, consistent with Section 418.1152(2), Texas Government Code.
- 9.2 Supervision Retained by the District.** Direct supervision and control of the District's personnel, equipment, and resources, and personnel accountability, remain the responsibility of the District's designated supervisory personnel at all times, consistent with Section 418.1152(3), Texas Government Code. No County officer or employee may direct a District driver in the operation of a bus.
- 9.3 Records.** The District's designated supervisory personnel will maintain daily personnel time records, material records, and a log of equipment hours; will be responsible for the operation and maintenance of the District's equipment; and will report work progress to the County, consistent with Section 418.1152(5), Texas Government Code.
- 9.4 Recall.** The District's personnel, equipment, and resources are subject to recall at any time, subject to reasonable notice to the County, consistent with Section 418.1152(6), Texas Government Code.

The District may recall its resources for any reason, including need or anticipated need within the District. Reasonable notice does not require the District to await the County's consent.

- 9.5** Duration of Assistance. A Deployment may continue until the District's services are no longer required or the District determines that further assistance should not be provided, consistent with Section 418.1153, Texas Government Code.
- 9.6** Safety. Nothing in this Agreement requires the District or any District employee to operate a vehicle in conditions the District or the employee reasonably believes to be unsafe, or in violation of any law, rule, or hours-of-service limitation.

10. PERSONNEL

- 10.1** Employment Status. District personnel remain employees of the District at all times during a Deployment. No District employee is, or is to be considered, an employee, agent, servant, borrowed servant, or independent contractor of the County for any purpose, including workers' compensation, unemployment compensation, employee benefits, or liability.
- 10.2** Compensation and Benefits. Consistent with Section 418.116, Texas Government Code, a District employee performing duties under this Agreement is entitled to the same wages, salary, pension, and other compensation and benefits, including injury or death benefits, disability payments, and workers' compensation benefits, as though the services were rendered for the District, and the District is responsible for payment of those amounts, subject to reimbursement under Section 11.
- 10.3** Designation by the Board. District employees are assigned, designated, or ordered to perform duties under this Agreement by the District's Board of Trustees, acting through the Superintendent under the delegation in the resolution approving this Agreement, for purposes of Section 418.116(a), Texas Government Code.
- 10.4** Qualifications. Each driver the District deploys will hold a valid commercial driver's license of the appropriate class with any required passenger endorsement, and will meet the District's standards for operating a school bus. The District determines in its sole discretion whether a person is qualified to be deployed.
- 10.5** Identification. Deployed District personnel will be identified by District-issued photographic identification.
- 10.6** License Portability. Consistent with Section 418.117, Texas Government Code, a District employee holding a license, certificate, or permit is considered licensed, certified, or permitted in the political subdivision in which the service is provided for so long as the service is required.

11. COMPENSATION

- 11.1** Full Cost Recovery. The County will reimburse the District for the actual costs the District incurs in providing Services, without regard to the duration of the Deployment. The Parties expressly agree that the twelve consecutive hour threshold in Section 418.1181(a), Texas Government Code, does not apply to a Deployment under this Agreement, and that reimbursement is owed from the first hour.

- 11.2 Reimbursable Costs. Reimbursable actual costs include, without limitation, costs for personnel (including regular wages, overtime, benefits, payroll taxes, and workers' compensation premium and claim costs attributable to the Deployment), operation and maintenance of equipment, repair or replacement of damaged or destroyed equipment, fuel, food, lodging, transportation, and reasonable administrative overhead.
- 11.3 Rate Schedule. The rates in Exhibit A apply to the categories they describe. Exhibit A is a schedule of rates and not a cap on total reimbursement.
- 11.4 No Waiver of Excess Costs. The District does not waive, and expressly reserves, the right to invoice and be reimbursed for actual costs in excess of the amounts shown in Exhibit A. Any provision of any prior document purporting to effect such a waiver is of no force.
- 11.5 Annual Adjustment. Effective each September 1, the per-mile rate in Exhibit A adjusts to the then-current standard mileage rate published by the Internal Revenue Service for business use of an automobile, and the labor rates adjust to the District's then-current fully burdened hourly cost for the applicable classification. The District will provide the County written notice of the adjusted rates. Either Party may request renegotiation of Exhibit A at any time.
- 11.6 Fair Compensation. The Parties agree that the amounts payable under this Section fairly compensate the District for the Services, as required by Section 791.011(e), Texas Government Code. The Parties acknowledge that the District receives no state transportation allotment for mileage attributable to the transportation of persons other than students, and that the District must separately identify those costs under Section 34.010(b), Texas Education Code.
- 11.7 Federal Funds. If federal money is available to pay for any part of a Deployment, the County will make the claim for the District's eligible costs on the County's subgrant application and will disburse the federal share to the District together with sufficient local funds to cover the District's actual costs, consistent with Section 418.1181(b), Texas Government Code.
- 11.8 No Charge to Evacuees. The District will not charge any evacuee a fare, and the County will not represent that the District is doing so.

12. INVOICING AND PAYMENT

- 12.1 Invoices. The District will submit invoices with supporting documentation to the County contact identified in the Request within ninety (90) days after demobilization, or on such later date as the Parties agree in writing. Failure to invoice within that period does not waive the District's right to payment.
- 12.2 Payment. The County will pay each undisputed invoice within thirty (30) days after receipt. Payment is subject to Chapter 2251, Texas Government Code.
- 12.3 Disputed Amounts. The County will pay all undisputed amounts when due and will notify the District in writing of the specific basis for any disputed amount within thirty (30) days after receipt of the invoice. Amounts not disputed within that period are undisputed.

13. CURRENT REVENUES; NO DEBT

- 13.1** Current Revenues. As required by Section 791.011(d)(3), Texas Government Code, each Party paying for the performance of governmental functions or services under this Agreement must make those payments from current revenues available to the paying Party.
- 13.2** No Debt. Nothing in this Agreement creates a debt of either Party within the meaning of the Texas Constitution or pledges the credit or taxing power of either Party. No obligation under this Agreement extends beyond the fiscal year in which it is incurred.
- 13.3** Non-Appropriation. If a Party's governing body does not appropriate funds sufficient to perform the Party's obligations for a fiscal year, that Party may terminate this Agreement effective at the end of the then-current fiscal year by written notice, without penalty or further obligation other than for amounts already accrued.

14. LIABILITY; IMMUNITY PRESERVED

- 14.1** No Indemnity. Neither Party indemnifies, defends, holds harmless, or assumes the liability of the other Party, or of the other Party's officers, employees, or agents, for any claim, loss, cost, expense, or damage of any kind. No provision of this Agreement may be construed to create an indemnity obligation.
- 14.2** Responsibility for Own Acts. Each Party is responsible for the wrongful or negligent acts and omissions of its own officers, employees, and agents, to the extent, and only to the extent, provided by Texas law, including Chapter 101, Texas Civil Practice and Remedies Code.
- 14.3** Immunity Preserved. Nothing in this Agreement waives, limits, or modifies any governmental or sovereign immunity, official immunity, statutory damages cap, statutory limitation, notice requirement, or other defense or protection available to either Party or to its officers or employees under Texas law. Consistent with Section 791.006(c), Texas Government Code, nothing in this Agreement adds to or changes the liability limits and immunities provided a governmental unit by Chapter 101, Texas Civil Practice and Remedies Code, or other law. Neither Party waives immunity from suit or from liability by entering into or performing this Agreement.
- 14.4** No Joint Enterprise. As provided by Section 791.006(d), Texas Government Code, this Agreement is not a joint enterprise for the purpose of assigning or determining liability. The Parties are not partners, joint venturers, or participants in a joint enterprise.
- 14.5** No Assumption of Workers' Compensation Liability. Nothing in this Agreement is, or may be construed as, a written agreement by either Party to assume the liability of the other within the meaning of Section 417.004, Texas Labor Code. Each Party expressly retains the protection of that section.
- 14.6** No Third-Party Beneficiaries. This Agreement is solely for the benefit of the Parties. It creates no right, claim, or cause of action in any evacuee, passenger, or other person, and no person other than a Party may enforce it.

- 14.7 No Duty Created.** Neither this Agreement nor any Deployment creates a duty on the part of the District to any member of the public, or a special relationship between the District and any evacuee, beyond any duty imposed by law independently of this Agreement.

15. INSURANCE

- 15.1 District Coverage.** The District will maintain automobile liability coverage on the vehicles it deploys with limits of not less than \$100,000 for bodily injury per person, \$300,000 for bodily injury per accident, and \$100,000 for property damage per accident, and workers' compensation coverage on the personnel it deploys providing statutory Texas benefits, through insurance or through participation in a self-insurance or risk pool.
- 15.2 Coverage Contingency.** The District's willingness to accept any Request is contingent on the District's coverage extending to the transportation of persons other than students and to operations conducted under this Agreement. The District has no obligation to accept a Request, and may recall resources under Section 9.4, if its coverage does not so extend or if its carrier or pool reserves rights, denies coverage, or declines to confirm coverage.
- 15.3 County Coverage.** The County will maintain general liability coverage in an amount not less than \$100,000 and will name the District as an additional insured with respect to the County's activities under this Agreement. The County will furnish a certificate evidencing that coverage before the first Deployment and on each renewal.
- 15.4 No Waiver.** Neither the procurement nor the maintenance of insurance or pool coverage waives any immunity or limitation of liability available to either Party, and no coverage limit expands either Party's liability beyond the limits fixed by law.

16. TERM; TERMINATION

- 16.1 Term.** This Agreement begins on the Effective Date and ends on August 31, 2029, unless earlier terminated.
- 16.2 No Automatic Renewal.** This Agreement does not renew automatically. It may be renewed only by a written amendment authorized by the governing body of each Party before the expiration date.
- 16.3 Termination for Convenience.** Either Party may terminate this Agreement at any time, for any reason or no reason, on thirty (30) days' written notice to the other Party.
- 16.4 Termination for Breach.** Either Party may terminate this Agreement on ten (10) days' written notice if the other Party materially breaches it and fails to cure within that period.
- 16.5 Effect of Expiration or Termination.** Expiration or termination does not affect the County's obligation to pay for Services provided before the effective date of expiration or termination, and does not affect a Deployment then in progress unless the District recalls its resources under Section 9.4.
- 16.6 Survival.** Sections 11, 12, 13, 14, 17, 19, and 20 survive expiration or termination.

17. RECORDS; AUDIT; PUBLIC INFORMATION

- 17.1** Records. Each Party will maintain records relating to this Agreement in accordance with its approved records retention schedule and Chapter 441, Texas Government Code.
- 17.2** Audit. Each Party may audit the other's records relating to amounts invoiced or paid under this Agreement, on reasonable written notice and during normal business hours, for four (4) years after final payment for a Deployment.
- 17.3** Public Information. Each Party is subject to Chapter 552, Texas Government Code. A Party that receives a request for information furnished by the other Party will promptly notify the other Party so that the other Party may assert any applicable exception. Neither Party will assert an exception on behalf of the other.
- 17.4** Evacuee Information. Personally identifiable information about evacuees collected during a Deployment is the County's information. The District will transmit any such information in its possession to the County promptly after demobilization and will not use or disclose it except as required by law or as necessary to support an invoice.

18. NOTICES

- 18.1** Method. A notice under this Agreement must be in writing and is effective when delivered personally, by a nationally recognized overnight courier, or by certified mail, return receipt requested, to the address below. A Request under Section 5.3 and an acceptance under Section 6.4 may also be delivered by electronic mail to the addresses below, and are effective on transmission.
- 18.2** Addresses. Notices are delivered to:

To the District:

Pecos-Barstow-Toyah Independent School District
Attn: Superintendent of Schools
1301 S. Eddy St.
Pecos, Texas 79772
Tel: 432-447-7201 Email: chenson@pbtisd.esc18.net
With a copy to: JCA Law, 100 N. E. Loop 410, Ste. 1075, San Antonio, Tx 78216

To the County:

Reeves County, Texas
Attn: Reeves County Judge
Reeves County Courthouse
100 E. 4th Street
Pecos, Texas 79772
Tel: (432) 287-0222 Email: leo.hung@co.reeves.tx.us

With a copy to:

Reeves County Office of Emergency Management
Attn: Director of Emergency Management

1714 Schmidt Drive, Room 326
Pecos, Texas 79772
Tel: (432) 287-0242 Email: jbullard@reevescounty.org

- 18.3** Notice to the Office. A notice addressed to an officer by title is effective when delivered to the person then holding that office or to that person's successor, whether or not the individual named in this Agreement still holds the office.
- 18.4** Change of Address. A Party may change its address or contact by written notice. Each Party will notify the other within thirty (30) days after a change in the person holding an office identified in Section 5.2 or Section 18.2.

19. GOVERNING LAW; VENUE

- 19.1** Governing Law. This Agreement is governed by and construed in accordance with the laws of the State of Texas, without regard to its conflict of laws principles.
- 19.2** Venue. Venue for any action arising under this Agreement lies exclusively in the district courts of Reeves County, Texas.
- 19.3** Dispute Resolution. Before filing suit, the Parties will meet and confer in good faith for at least thirty (30) days after written notice of a dispute. This Section does not apply to a determination committed to the District's discretion under Section 6, and does not toll any statutory notice or limitations period.

20. GENERAL PROVISIONS

- 20.1** Amendment. This Agreement may be amended only by a written instrument authorized by the governing body of each Party and signed by an authorized representative of each Party.
- 20.2** Entire Agreement. This Agreement, including Exhibit A, is the entire agreement of the Parties on its subject matter and supersedes all prior agreements and understandings, including the 2020 MOA.
- 20.3** No Waiver. A Party's failure to enforce a provision is not a waiver of that provision or of any other provision, and no waiver is effective unless in writing and signed by the waiving Party.
- 20.4** Severability. If a provision of this Agreement is held invalid or unenforceable, the remainder remains in effect, except that Section 14 is material and non-severable, and if any part of Section 14 is held invalid the District may terminate this Agreement immediately on written notice.
- 20.5** Assignment. Neither Party may assign this Agreement or delegate its duties without the other Party's prior written consent.
- 20.6** Counterparts. This Agreement may be signed in counterparts, and an electronic or scanned signature has the same effect as an original.
- 20.7** Headings; Construction. Headings are for convenience only. This Agreement is the product of negotiation between two governmental entities and will not be construed against either Party as drafter.

20.8 Incorporation of Recitals. The recitals are incorporated into and are a part of this Agreement.

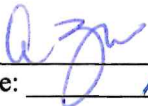
21. AUTHORIZATION AND EXECUTION

21.1 Governing Body Authorization. As required by Section 791.011(d)(1), Texas Government Code, this Agreement has been authorized by the governing body of each Party: by the Board of Trustees of Pecos-Barstow-Toyah Independent School District at a meeting held on 10/19/20, and by the Commissioners Court of Reeves County, Texas, by order entered on [____].

21.2 Authority to Sign. Each person signing below represents that he or she is authorized by the governing body of the Party on whose behalf he or she signs to execute this Agreement and bind that Party.

IN WITNESS WHEREOF, the Parties have executed this Agreement to be effective as of the Effective Date.

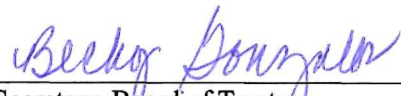
PECOS-BARSTOW-TOYAH INDEPENDENT SCHOOL DISTRICT


Name: Alexander Zamarripa

President, Board of Trustees

Date: 10/19/2026

ATTEST:


Secretary, Board of Trustees

REEVES COUNTY, TEXAS

Name:

Reeves County Judge

Date: _____

ATTEST:

Reeves County Clerk

EXHIBIT A
RATE SCHEDULE

The rates below apply to Services provided under the Agreement. They are a schedule of rates and not a cap on total reimbursement. The District reserves the right to invoice actual costs in excess of these rates under Section 11.4 of the Agreement.

1. Equipment

School bus, per mile\$ [2.50] per mile

School bus, per hour of standby or staging\$[25.00] per hour

Support vehicle, per mile\$[.75] per mile

2. Personnel (fully burdened, including benefits, payroll taxes, and workers' compensation)

Driver, regular hours\$ [50.00] per hour

Driver, overtime and holiday hours\$[70.00] per hour

Supervisory personnel\$[65.00] per hour

Mechanic\$[45.00] per hour

3. Other Reimbursable Costs

Fuel, at actual cost. Repair or replacement of damaged or destroyed equipment, at actual cost. Meals and lodging for deployed personnel, at actual cost not to exceed the federal per diem rate for the locality. Administrative overhead at [10] percent of direct costs. Any other actual cost reasonably incurred in providing the Services.

4. Minimum Charge

Each bus deployed is billed at a minimum of [4] hours of driver time per calendar day of Deployment.

5. Annual Adjustment

These rates adjust each September 1 as provided in Section 11.5 of the Agreement.