

Interlocal Agreement for Bus Transportation

This Interlocal Agreement ("Agreement") is executed by and between the Buena Vista Independent School District ("Buena Vista ISD") and Ector County Independent School District ("Ector County ISD"), hereinafter collectively referred to as "Participating Political Subdivisions" or "Parties."

The Participating Political Subdivisions are authorized by the Interlocal Cooperation Act, Texas Government Code Section 791 to enter into cooperative agreements among themselves and with and among other political subdivisions of the State of Texas, for the purpose of fulfilling and implementing their respective public and governmental purposes, needs, objectives, and programs.

The services that are the subject of this Agreement are a governmental function and the Participating Political Subdivisions make the Agreement to, respectively, provide the services described in the Agreement.

The Participating Political Subdivisions have determined that services provided under this Agreement will result in improved services being provided more economically and efficiently.

The Participating Political Subdivisions agree as follows:

RIGHTS AND RESPONSIBILITIES

- 1.1. Ector County ISD agrees that Buena Vista ISD may provide school-bus transportation services as needed to those Buena Vista ISD students that reside within Ector County ISD boundaries.
- 1.2. Buena Vista ISD agrees to provide bus services in accordance with legal requirements.

TERM OF AGREEMENT

- 1.3. The term of this Agreement shall be for one year from the date of execution and will automatically renew on each anniversary date for additional one-year terms.
- 1.4. This Agreement may be terminated by either Party by presenting 30 days written notice to the other Party of such intent to terminate. Notices provided to the other party to the Agreement shall be in writing and delivered via US Mail or hand-delivery to the following addresses:

Buena Vista ISD:

P.O. Box 310
Imperial, Texas 79743

Ector County ISD:

Attn: Hector Mendez
Superintendent of Schools
P.O. Box 3912
Odessa, Texas 79760-3912

MISCELLANEOUS

- 1.5. This Agreement is a contract for the performance of governmental services by governmental entities.
- 1.6. Nothing in this Agreement shall be construed to waive, modify, or amend any legal defense available to Buena Vista ISD or Ector County ISD or any past or present trustee, officer, agent, or employee of either Buena Vista ISD or Ector County ISD, including but not limited to governmental immunity from suit as provided by law.
- 1.7. Buena Vista ISD shall have exclusive control, supervision, and policy-making authority for their own employees with respect to salary and benefits.
- 1.8. Nothing in this Agreement shall be deemed to create, by implication or otherwise, any duty, responsibility or right as to either Buena Vista ISD or Ector County ISD, except with respect to the services specifically set forth in this Agreement. This Agreement does not and shall not be interpreted to limit or extend any governmental authority for or with respect to the provision of any service or the undertaking of any function or level of service except as specifically set forth herein.
- 1.9. Nothing in this Agreement shall be deemed to extend, increase, or limit the jurisdiction or authority of either Buena Vista ISD or Ector County ISD except as necessary to implement, perform, and obtain services and duties provided for in this Agreement. This Agreement shall be governed by the laws of the State of Texas and venue for any action concerning this Agreement shall be in the State District Court of Ector County. The Parties agree to submit to the personal and subject matter jurisdiction of said court.

1.10. This Agreement may not be modified except by written instrument executed by both Parties and authorized by their respective governing bodies.

1.11. If any portion of this Agreement is found to be invalid or unenforceable, the remaining provisions will remain in full force and effect and the Parties will negotiate in good faith to substitute for such invalid, illegal, or unenforceable provision a mutually acceptable provision consistent with the original intentions of the parties.

1.12. This Agreement contains the entire agreement of the parties and supersedes any prior agreements with respect to its subject matter. This Agreement may not be modified without a written agreement signed by both parties stating the modifications to be made.

IN WITNESS THEREOF, the parties have executed and attested this Agreement by the signature below.

EXECUTED AND DELIVERED initially by and between Buena Vista ISD and Ector County ISD, on this the _____ day of _____ 2012.

Buena Vista ISD:

Attest:

President, Board of Trustees

Secretary, Board of Trustees

Ector County ISD:

Attest:

President, Board of Trustees

Secretary, Board of Trustees