

## INTERLOCAL COOPERATION CONTRACT

This Interlocal Cooperation Contract ("Contract") is made and entered into by and between the NAVARRO INDEPENDENT SCHOOL DISTRICT, a political subdivision of the State of Texas, hereinafter referred to as "NISD", and the SEGUIN INDEPENDENT SCHOOL DISTRICT, a political subdivision of the State of Texas, hereinafter referred to as "SISD", each acting through its Board of Trustees (the NISD and SISD collectively referred to as the "Parties"). Authority for this Contract is granted and pursuant to the Interlocal Cooperation Act, Texas Government Code, Section 791.

### WITNESSETH

WHEREAS, Chapter 791 of the Texas Government Code, as amended, authorizes contracts between political subdivisions for the performance of governmental functions and services; and

WHEREAS, the SISD owns and maintains certain school buses and employees bus drivers; and

WHEREAS, the NISD is in need of additional school buses and bus drivers to transport its students to a designated reunification location in the event of a district wide evacuation; and

WHEREAS, the Parties will receive the mutual benefits of this arrangement by committing to the agreed-upon obligations hereunder; and

WHEREAS, the governing bodies of the Parties have each met in legally convened open meetings and authorized their respective representatives to enter into this Contract.

NOW THEREFORE, in consideration of the mutual covenants and agreements stated herein, the parties hereto agree as follows:

### ARTICLE 1

#### PURPOSE

The purpose of this Contract is to lease buses for the transportation of PK-12 students in the event NISD expects a shortage of buses and bus drivers to allow for the transportation of students from school to a designated reunification location.

### ARTICLE 2

#### TERM

2.1 The term of this Contract is for one (1) year beginning on September 1, 2025, unless sooner terminated as herein provided. This Contract may be renewed by mutual consent for two (2) additional one (1) year terms. The process of renewal may be initiated by either party by forwarding written notice to the other party of such intent no less than thirty (30) days prior to the expiration of this Contract. Renewal of the Contract shall require formal action during an open meeting of the governing body of each respective party hereto.

2.2 This Contract may be terminated during the initial term or any subsequent term, by either party providing thirty (30) calendar **days' written** notice.

2.3 Renewal of this Contract (if appropriate) will be in accordance with the Texas Local Government Code Section 271.903 concerning the non-appropriation of funds for multi-year contracts. The Parties reserve the right to rescind the Contract at the end of each fiscal year (as of August 31st) if it is determined that there are insufficient funds to extend the contract.

### **ARTICLE 3**

#### **OBLIGATIONS OF THE PARTIES**

The SISD and NISD covenant and agree that, while this Contract is in effect, they shall comply with the following terms and conditions:

1. SISD shall provide 10 (10) general education school buses and bus drivers to operate them in the event NISD declares that a district wide evacuation needs to occur.
2. SISD shall maintain its current insurance coverage on the school buses during the term of the Contract.
3. SISD shall maintain the school buses in good working condition. SISD agrees, at its expense, to maintain the vehicle in good condition, repair maintenance and running order and in accordance with all manufactures and warranty requirements. The SISD shall be responsible for all expenses that shall result as a part of the normal wear and tear of the vehicle. This includes major mechanical repairs, which is defined as any repair to the engine, transmission, fuel system, brakes, electrical, air system, tires, or other mechanical or electrical components of the buses that exceed \$300.00.
4. NISD shall not abuse or in any way misuse the school buses during the term of this Contract.
5. NISD, during the term of this Contract, agrees to insure the school buses under their existing automobile liability policy. NISD shall name SISD as an additional insured on the policy as to coverage on the leased school buses. NISD will provide evidence of insurance coverage to SISD.
6. NISD will pay the cost of fuel for the school buses while being used by NISD.
7. Both Parties agree that each party is entirely responsible to and shall comply with any and all applicable state and federal laws, rules and regulations regarding the transportation of students by public schools.

### **ARTICLE 4**

#### **WARRANTIES**

4.1 NISD warranties (1) the services are necessary and authorized for activities properly within its statutory functions and programs; (2) it has authority to contract for the services under Chapter 791, Government Code;

(3) it has all necessary power and has received all necessary approvals to execute and deliver this Contract, and (4) the representative signing this Contract on NISD's behalf is authorized by its governing body to do so.

4.2 SISD warrants (1) it has authority to perform the services under Chapter 791, Texas Government Code; (2) it has all necessary power and has received all necessary approvals to execute and deliver this Contract, and (3) the representative signing this Contract on SISD's behalf is authorized by its governing body to do so.

## **ARTICLE 5**

### **CONTRACT AMOUNT AND PAYMENT**

5.1 The total amount of this Contract will not exceed \$1.00 per mile plus the cost of fuel, per vehicle, while being used for the purposes of NISD evacuations.

5.2 NISD will remit payment to SISD for the goods/satisfactorily provided/performed in accordance with Chapter 2251, Government Code (Texas Prompt Payment Act). Payments made under this Contract will be made from the current revenues available to NISD.

## **ARTICLE 6**

### **NOTICES**

Except as otherwise provided by this Section, notices, consents, approvals, demands, requests or other communications provided or permitted under this Contract, will be in writing and will be sent via certified mail, hand delivery, overnight courier, facsimile transmission (to the extent a facsimile number is set forth below), or email (to the extent an email address is set forth below) as provided below, and notice will be deemed given (i) if delivered by certified mail, when deposited, postage prepaid, in the United States mail, or (ii) if delivered by hand, overnight courier, facsimile (to the extent a facsimile number is set forth below) or email (to the extent an email address is set forth below), when received:

### **OTHER PROVISIONS**

## **ARTICLE 7**

7.1 In the event that one or more of the provisions of this Contract shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision, and this Contract shall be construed as such invalid, illegal or unenforceable provision had never been contained herein.

7.2 The validity of this Contract and any of its terms and provisions, as well as the rights and duties of the parties, shall be governed by the laws of the State of Texas. Furthermore, this Contract is entered into in Guadalupe County, Texas and the venue shall lie in such county.

7.3 No amendment, modification or alteration to this Contract shall be binding unless the same be in writing, dated subsequent to the beginning date hereof and duly executed by the parties hereto.

7.4 This Contract shall be binding on and inure to the benefit of the parties hereto and their matter of this Contract and supersedes any prior understandings, whether written or oral.

7.5 This Contract constitutes the sole and only agreement of the parties pertaining to the subject matter of this Contract and supersedes any prior understandings, whether written or oral.

7.6 The relationship of SISD and NISD shall, with respect to that part of any service or function undertaken as a result of or pursuant to the Contract, be that of independent contractors. Nothing contained herein shall be deemed or construed by the Parties hereto, or by any third party, as creating the relationship of principal and agent, partners, joint venturers, or any other similar such relationship between the Parties hereto.

7.7 The captions contained in this Contract are for convenience of reference only and in no way limit or expand the terms or conditions of this Contract.

7.8 No Party hereto waives or relinquishes any immunity or defence on behalf of itself, its trustees, council members, officers, employees, and agents as a result of the execution of this Contract and the performance of the covenants and agreements contained herein.

7.9 This Contract inures to the benefit of and obligates only the Parties executing it. No term or provision of this Contract shall benefit or obligate any person or entity not a Party to it. The Parties hereto shall cooperate fully in opposing any attempt by any third party or entity to claim any benefit, protection, release, or other consideration under the Contract.

7.10 Neither Party shall assign or transfer any interest in this Contract without prior written approval of the other Party.

7.11 In providing the services under this Contract, both parties agree to and shall abide by any and all Federal laws, including but not limited to the Family Educational Rights and Privacy Act (FERPA) 20 USC 1232g, State and Local law, including, but not limited to a statute, ordinance, rule or regulation, pertaining to such services which is in effect or comes into effect while this Contract is in force. Notwithstanding any other provisions of this Contract any violation of this Section 7.11 shall constitute a material breach of this Contract and shall entitle the non-breaching party the right to immediately terminate this Contract and seek all remedies allowed by law.

7.12 This Contract may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument. A signature transmitted by facsimile or similar equipment shall be deemed an original signature.

7.13 This Contract constitutes a final written expression of all the terms of this Contract and is a complete and exclusive statement of those terms.

**If to NISD:**

Navarro ISD

6450 N State Hwy 123 Seguin,  
Texas 78155

Fax: 830-372-1853

Email: david.kauffmann@nisd.us

Attention: David Kauffman

With copy to:

Paul Neuhoff

6450 N State Hwy 123

Seguin, Texas 78155

Fax: 830-372-1853

Email: [paul.neuhoff@nisd.us](mailto:paul.neuhoff@nisd.us)

Phone: 830-556-9922 (Mobile)

**Contact at Navarro ISD for Transportation:**

Brittany Johnson

Email: Brittany.johnson@nisd.us

Phone: 830-401-5575 (Office)

Cell: 512-585-8827

**If to SISD:**

Moises Morales

1221 E Kingsbury Street

Seguin, Texas 78155

Email: [msmorales@seguin.k12.tx.us](mailto:msmorales@seguin.k12.tx.us)

Or other person or address as may be given in writing by either party to the other in accordance with this Section.

Executed effective on the Effective Date by the following duly authorized representatives of Contracting Parties:

**NAVARRO ISD:**

By:

Name:

Title:

Date:

**SEGUIN ISD:**

By:

Name:

Title:

Date: