

**Interlocal Agreement Between
The United Independent School District
and
Webb County, Texas**

This Agreement is made on the ____ day of _____, 2020, by and between the United Independent School District, a political subdivision of the State of Texas, hereafter referred to as “School District”, acting through its Board of Trustees, and Webb County, Texas, hereafter referred to as “Webb County”, a political subdivision of the State of Texas, acting through its Commissioner’s Court.

RECITALS

WHEREAS, the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code authorizes units of local government to contract with one or more units of local government to perform governmental functions and services; and

WHEREAS, this Agreement is entered into pursuant to the authority under the provisions of, and in accordance with, Chapter 791 of the Texas Government Code, for the performance of governmental functions and services; specifically, the use by Webb County of the School District’s facilities, namely the Bill Johnson Student Activity Center Auditorium and Fine Arts Rooms, for the empanelment and selection of petit jurors for the Webb County Judicial Courts, and for such other and further acts of cooperation of the parties may subsequently agree to by the execution of a separate and specific agreement ratified by the governing bodies of each contracting party, specially the Board of Trustees of the School District and the Commissioner’s Court of Webb County; and

WHEREAS, Webb County currently provides for the conduct of empanelment and selection of petit jurors at its central jury room located on the second floor of the Justice Center, 1110 Victoria, Laredo, Texas; and

WHEREAS, Webb County, due to the Covid-19 Pandemic, cannot properly empanel and select jurors using the central jury room without complying with social distancing requirements in place for Texas residents if Webb County is to comply with the Texas Health and Human Services issued protocols regarding the Covid-19 pandemic, which are based on Governor Abbott’s Executive Orders regarding said Covid-19 pandemic; and

WHEREAS, School District and Webb County have investigated and determined that it would be advantageous and beneficial to both the School District and Webb County to have Webb County, through its Judicial Courts, to use the Bill Johnson Student Activity Center and Fine Arts Rooms to conduct the empanelment and selection of petit jurors while also allowing the said empanelment and selection of petit jurors to be videotaped by Webb County in order for the School District to be allowed to show to those School District students enrolled in government civic classes, which fulfills an educational purpose of the School District;

NOW THEREFORE, in consideration of the above premises, School District and Webb County mutually agree to the following terms and conditions:

AGREEMENT

1.0 School District Responsibilities. School District will:

1.01 Allow Webb County access to and use of the Bill Johnson Student Activity Center Auditorium and Fine Arts Rooms located at 5208 Santa Claudia Lane, Laredo, TX 78043 to conduct jury empanelment and petit jury selection by Webb County Judicial Court on jury section day; and Selection.

2.0 Webb County Responsibility. Webb County will:

2.01 Provide clerical support during the empaneling and petit juror selection process.

2.02 Provide security at the Bill Johnson Student Activity Center Auditorium and Fine Arts Rooms to maintain order and properly process potential jurors through the empanelment and petit juror selection process.

2.03. Provide School District with a schedule of normal jury trial dates for its judicial courts and special jury panels with at least three (3) months' written notice.

2.03 Establish covid-19 safety protocols for potential jurors appearing for jury duty during the empanelment and petit juror selection, which includes but are not limited to, temperature checks, use of hand sanitizers, and other safety protocols as recommended by office of Court Administration.

2.04 Clean and sanitize the Student Activity Center Auditorium and Fine Arts Rooms after Webb County has finished conducting the empanelment and selection of petit jurors, on each respective day.

2.05 Collaborate with the School District to video record some jury selections, on occasion and as authorized by a District Court Judge, so that such recordings can be viewed/used by School District government/civic classes.

3.0 Compliance with Law.

3.01 School District and Webb County shall comply with all laws, rules, and regulations applicable to performance of the Agreement.

4.0 Priority of Use of Student Activity Center Auditorium and Fine Arts Rooms.

4.01 School District and Webb County agree that use of the Student Activity Center Auditorium and Fine Arts Rooms (“School District Facilities”) for jury empanelment and petit juror selection can only take place when School District is not using said School District Facilities. Webb County will check with School District with availability of said School District Facilities on those dates Webb County wishes to use said School District Facilities.

5.0 Indemnification.

5.01 Webb County Indemnification. To the extent permitted under the Texas Constitution and laws of this State, Webb County agrees to promptly defend, indemnify and hold School District harmless from and against any and all claims, demands, suits, causes of action, and judgements for (a) damages to the loss of property of any person, and/or (b) death, bodily injury, illness, disease, loss of service, or loss of income or wages to any person arising out of incident to, concerning or resulting from the negligent or willful act or omission of Webb County, its agents, officers, and or employees in the performance of activities of duties pursuant to this Agreement.

5.02 Webb County will be responsible for any property damages caused by Webb County invitees or guests while conducting its jury empanelment and petit jury selection under this Agreement.

5.0 Termination of Agreement.

5.01 Either Webb County or School District may terminate this Agreement at any time and for any reason by giving the other party thirty (30) days written notice of its decision to terminate the Agreement. Specifically, the School District’s Board of Trustees has delegated to the School District’s Superintendent of Schools the authority to terminate this Agreement for convenience by providing Webb County thirty (30) days written notice.

6.0 Relationship of the Parties.

6.01 School District and Webb County intend that Webb County is performing services specified in this Agreement and shall have control of its work, and the manner in which it is performed. Neither Webb County, its agents, employees, volunteer or any other person operating under this Agreement shall be considered an agent or employee of School District and shall not be entitled to benefits that the School District provides to its employees.

7.0 Immunity or Defense.

7.01 It is expressly understood and agreed that, in execution of this Agreement, neither the School District nor the County waives, or shall be deemed to have waived, any immunity or defense that would be otherwise be available to it against claims arising in the exercise of its governmental power and functions.

8.0 Notices.

8.01 Method of Notice. Any notice required or permitted to be given under this Agreement by one party to the other shall be in writing and shall be given and deemed to have been given immediately if delivered in person to the address set forth in 8.02 or 8.03 for the party to whom the notice is given, or on the third day following mailing if placed in the United States mail, postage prepaid, by registered or certified mail with return receipt requested , addressed to the party at the address specified in 8.02 or 8.03.

8.02 Address to School District. The address of School District for all purposes under this Agreement shall be:

Mr. Roberto J. Santos (or his successor)
Superintendent of Schools
United Independent School District
201 Lindenwood
Laredo, Texas 78040

8.03 Address to Webb County. The address of Webb County for all purposes under this Agreement and for all notices shall be:

Hon. Judge Tano E. Tijerina (or his successor) a copy to:	
Webb County Judge	Hon. Joe Lopez
1000 Houston Street	Judge 49 th District Court
Laredo, Texas 78040	1110 Victoria St, Suite 304
	Laredo, Texas 78040

8.04 Change of Address. Each party may change the address for notice to it by giving notice of the change in address in accordance with the provisions of 8.01.

9.0 Entire Agreement.

9.01 All oral and written agreements between the parties relating to the subject matter of this Agreement that were made prior to the execution of the Agreement have been reduced to writing and are contained in this Agreement.

10.0 Severability.

10.01 If any portion of the Agreement is ruled invalid by a court of competent jurisdiction, the remainder of the Agreement shall be construed as if that portion were not included in the Agreement and shall remain valid and binding.

11.0 Assignability.

11.01 Neither party may assign any of the rights or duties created by this Agreement without the prior written approval of the other party. It is acknowledged by School District and Webb County that no officer, agency, employee or representative of School District or Webb County has any authority to grant such assignment unless expressly granted that authority by the Board of Trustees and Commissioner's Court, respectively.

12.0 Interpretational Guidelines.

12.01 Computation of Time. When any period of time is stated in this Agreement, the time shall be computed to exclude the first day and include the last day of the period. If the last day of any period falls on a Saturday, Sunday or a day that either School District or Webb County has declared a holiday for its employees, these days shall be omitted from the computation.

12.02 Number and Gender. Words of any gender in this Agreement shall be construed to include any other gender and words in either number shall be construed to include the other unless context in the Agreement clearly requires otherwise.

12.03 Headings. The headings at the beginning of the various provisions of this Agreement have been included only to make it easier to locate the subject matter covered by that section or subsection and are not to be used in construing this Agreement.

13.0 Legal Authority.

13.01 School District Signors. The person or persons signing this Agreement on behalf of School District, or representing themselves as signing this Agreement on behalf of School District, do hereby warrant and guarantee that the Board of Trustees for the United Independent School District has approved this agreement and authorized the Board of Trustees' representative to sign this Agreement on behalf of the Board of Trustees and to bind School District validly and legally to all terms, performances, and provisions in this Agreement.

13.02 Webb County Signors. The person or persons signing this Agreement on behalf of Webb County, or representing themselves as signing this Agreement on behalf of County, do hereby warrant and guarantee that the Commissioner's Court for

Webb County has approved this Agreement and authorized the County's representative to bind Webb County validly and legally to all terms, performances, and provisions in this Agreement.

14. Effective Date. This Agreement is effective on the date last executed by the Signatory to this Agreement.

EXECUTED in duplicate this is the _____ day of _____ 2020.

**UNITED INDEPENDENT
SCHOOL DISTRICT**

By: _____
Roberto J. Santos
Superintendent of Schools

EXECUTED in duplicate this is the _____ day of _____ 2020.

WEBB COUNTY, TEXAS

By: _____
Hon. Tano E. Tijerina
Webb County Judge

ATTEST:

Margie Ramirez-Ibarra
Webb County Clerk