

RESOLUTION NO. _____

**STATE OF TEXAS
COUNTY OF HIDALGO**

**INTERLOCAL COOPERATION AGREEMENT
BETWEEN HIDALGO COUNTY AND
SOUTH TEXAS INDEPENDENT SCHOOL DISTRICT**

THIS Agreement is made on this the 8th day of September, 2009 by and between **HIDALGO COUNTY, TEXAS**, hereinafter referred to as "County," and **SOUTH TEXAS INDEPENDENT SCHOOL DISTRICT**, hereinafter referred to as "School," pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WITNESSETH:

WHEREAS, County is a county created in Texas;

WHEREAS, School is an Independent School District located in Texas;

WHEREAS, School, pursuant to its statutory and constitutional authority, is responsible for maintaining the walking trail located on the School's campus in Mercedes, Texas, which is open to the public at the School's discretion; and

WHEREAS, the School and the County, through Precinct No. 1, desire to facilitate the public use of such walking trail and improve such facility for the recreational use of the public on the School's campus.

NOW, THEREFORE, School and County, in consideration of the mutual covenants expressed hereinafter, agree as follows:

1. The School shall contract to obtain engineering design for the improvements and shall be responsible for supervision of all phases of the design of the improvements.
2. The School shall be responsible for any and all engineering necessary for the improvements, including, but not limited to, any third party contracts for engineering services.
3. County, through Precinct No. 1, shall provide materials owned by County at current market prices to the School for the furtherance of the work on an as needed basis. The County shall make materials available to School only so long as such materials are readily available and not infringing or delaying any existing County projects in which the materials may be needed. County shall be solely responsible for determining the current rate for materials and School agrees to reimburse County for such costs within thirty (30) days of receipt of an invoice from County.

4. County, through Precinct No. 1, shall provide the equipment and personnel necessary to complete the improvements as described herein on an as needed basis. The County shall make equipment and personnel available to School only so long as such equipment and personnel are readily available and not infringing on delaying any existing County projects in which the equipment and personnel may be needed.
5. School agrees to reimburse County at County's cost for the use of the equipment and personnel on an hourly basis as described in Exhibit "A" and School further agrees to make such payments to the County within thirty (30) days of receipt of an invoice from County.
6. The parties agree that all other costs associated with the walking trail improvements shall be the responsibility of the School and not the County.
7. The term of this Agreement shall be for one (1) year or until completion of the walking trail improvement.
8. Either party may terminate this Agreement with or without cause upon thirty (30) days written notice to the other.
9. The costs described in Exhibit "A" are subject to change at any time when costs change to the County at which time the School may either accept or reject the new pricing. If the School rejects the new pricing proposed by the County for Exhibit "A," this Agreement shall terminate effective immediately.
10. **Conflict with 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 any 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 times such conflict exists.
11. **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 thereof.
12. **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 the School and County and not otherwise.
13. **Texas Law to Apply.** This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligation of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

14. **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 notice delivered in accordance herewith:

If to School: South Texas Independent School District
Dr. Marla M. Guerra, Superintendent
100 Med High Drive
Mercedes, Texas 78570

If to County: Hidalgo County
Attn: Juan D. Salinas, III, County Judge
100 East Cano, 2nd Floor/P.O. Box 758
Edinburg, Texas 78540-0758

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above and 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.

15. **Additional Documents.** The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of the Agreement.
16. **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.
17. **Assignment.** This Agreement shall not be assignable.
18. **Headings.** The headings and captions contained in this Agreement are solely for convenience and reference and shall not be deemed to affect the meaning or interpretation of any provisions of paragraphs hereof.
19. **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 so often as may be appropriate.
20. **Authority of Execute.** The execution and performance of this Agreement by the School 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 School and County in accordance with its terms.
21. **Governmental Purpose.** 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.

22. **Commitment of Current Revenues Only.** 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 are, however, to use its best efforts to secure funds necessary for continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate 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 hereto pursuant to the provisions of Tex. Loc. Govt. Code Ann. Section 271.903.

WITNESS THE HANDS OF THE PARTIES effective as of the day and year first written above.

**SOUTH TEXAS INDEPENDENT
SCHOOL DISTRICT**

By: _____
Marla M. Guerra, Ed.D., Superintendent

HIDALGO COUNTY

By: _____
Juan D. Salinas, III, County Judge

ATTEST:

By: _____
Arturo Guajardo, Jr., County Clerk

APPROVED AS TO FORM

Atlas & Hall, L.L.P.

By: _____
Stephen L. Crain, Attorney

Exhibit "A"

Reimbursement Rates for Usage Of County Equipment & Labor

County Equipment

1. Smooth Drum Vibratory	\$47.02/Hr.
2. Double Drum Vibratory	\$56.00/Hr.
3. 2001 Nine Wheel Pneumatic Roller	\$30.18/Hr.
4. Water Truck	\$21.83/Hr.
5. Motorgrader	\$69.97/Hr.
6. Back-hoe Loader	\$27.74/Hr.
7. Dump Truck	\$44.44/Hr.
8. 18 Wheel Transport	\$31.75/Hr.
9. Paver	\$140.48/Hr.
10. Double Drum Steel Roller	\$33.83/Hr.

County Labor

1. Paving Supervisor	\$16.77/Hr.
2. Heavy Equipment Operator I	\$15.04/Hr.
3. Heavy Equipment Operator II	\$13.98/Hr.
4. Heavy Equipment Operator III	\$17.41/Hr.
5. Truck Driver I	\$11.34/Hr.
6. Truck Driver II	\$10.08/Hr.
7. Maintenance I	\$10.69/Hr.
8. Maintenance II	\$12.87/Hr.
9. Maintenance III	\$15.04/Hr.
10. Safety Coordinator	\$16.77/Hr.

County Material

1. MS-I Emulsion Asphalt	\$2.40/Gallon
2. Flexible Base Material Type D, Grade 6	\$2.50/Per Ton
3. Evoluer 4-4	\$17.35/Gallon
4. Mosquito Briquets	\$54.50/Case (5/20 Ct)

(Con't Exhibit "A")

County Service

30 yd Roll-Off Container for Trash

Miles and Diesel Rates	\$36.15
To Deliver Hauling Rental	\$79.09 two day rental
Driver for 3 hr.	\$30.24 for taking and picking-up container
Disposal Fees \$29.82 per ton	<u>\$89.46</u> @ three tons average
	\$234.94 Total

30 yd Roll-Off Container for Tires

Miles and Diesel Rates	\$36.15
To Deliver Hauling Rental	\$79.09 two day rental
Driver for 3 hr.	\$30.24 for taking and picking up container
Disposal Fee	<u>\$275.00</u> average of tire that fit in the container is 275
	\$420.48 Total

30 yd Roll-Off Container for Construction

Miles and Diesel Rates	\$36.15
To Deliver Hauling Rental	\$79.09 two day rental
Driver for 3 hr.	\$30.24 for taking and picking-up container
Disposal Fees \$29.83 per ton	<u>\$149.10</u> @ five tons average
	\$294.58 Total

Water Pumps

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|------------------|---------------------|
| 1. 2" with hoses | \$51.30/daily rate |
| 2. 3" with hoses | \$62.70/daily rate |
| 3. 4" with hoses | \$104.88/daily rate |
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