

STATE OF TEXAS       :

COUNTY OF HIDALGO   :

**INTERLOCAL COOPERATION AGREEMENT BETWEEN  
HIDALGO COUNTY AND VALLEY VIEW  
INDEPENDENT SCHOOL DISTRICT**

THIS Agreement is made on this the \_\_\_ day of \_\_\_\_\_, 2009 by and between **COUNTY OF HIDALGO, TEXAS**, hereinafter referred to as "County," and the **VALLEY VIEW INDEPENDENT SCHOOL DISTRICT**, hereinafter referred to as "District", pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

**WITNESSETH:**

**WHEREAS**, Hidalgo County is a county created in the State of Texas;

**WHEREAS**, the District is a public entity operating as an Independent School District located in Hidalgo County, Texas;

**WHEREAS**, the County and the District desire to make road improvements to an intersection at McColl Road and Dicker Road located within Hidalgo County (the "Intersection") in which both the District and the County would benefit from the road improvements (the "Project");

**WHEREAS**, the Intersection is a high traffic area in need of improvements in order to control heavy and excessive traffic flow and activity;

**WHEREAS**, District and County, are desirous that the necessary improvements be done in order to expand the safe use of the Intersection;

**WHEREAS**, County and District are authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act, Tex. Govt Code 791.001 et. seq., which authorizes local governments to contract with each other to perform governmental functions and services under the terms of the Act.

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

1. The District shall be responsible for completing the Improvements at the Intersection including but not limited to, engineering, traffic signal control studies, traffic signal control construction, street construction and concrete paving. The District shall also

be fully responsible for providing temporary alternate routes during construction of the Intersection.

2. County agrees to allow the District to use equipment and materials owned by County at the County's current rates and prices to make the necessary Improvements. County shall be solely responsible for determining the current rate for equipment and materials and the District agrees to reimburse County for such costs within thirty (30) days of receipt of invoice from County.
3. County shall provide the District with manpower on an as-needed basis, at the current hourly rates for individuals required to complete the Project. Hourly rates shall include all benefits and other costs associated with the employment of each individual. County shall be solely responsible for determining the current rate of its employees and District agrees to reimburse County such costs within thirty (30) days of receipt of invoice from County.
4. The parties agree that all other costs associated with the Project shall be the responsibility of the District in their entirety.
5. **Term.** The term of this Agreement shall be for one (1) year with the option to review for one (1) additional year upon the same terms and conditions described herein except that all County prices for manpower, equipment and materials are subject to change at any time and without notice to the other party.
6. Upon a change in price for manpower, equipment or materials, the County shall notify the District within ten (10) working days for any on-going Work and before beginning any new Work.
7. Either party may terminate this Agreement with or without cause upon thirty (30) days written notice to the other.
8. **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.
9. **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 hereof.

10. **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 District and County and not otherwise.
11. **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.
12. **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 District: Valley View Independent School District  
Attention: Leonel Galaviz, Superintendent of Schools  
9701 S. Jackson Road  
Pharr, Texas 78577

If to County: Hidalgo County  
Attention: J.D. Salinas III, County Judge  
P.O. Box 758  
Edinburg, Texas 78540-0758

With copy to: Commissioner, Precinct Number 2  
Hector "Tito" Palacios  
301 East State  
Pharr, Texas 78577

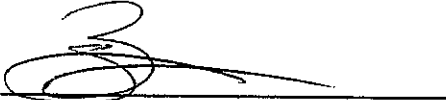
Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the United States mail.

13. **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 this Agreement.

14. **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.
15. **Assignment.** This Agreement shall not be assignable.
16. **Headings.** The headings and captions contained in this Agreement are solely for convenience reference and shall not be deemed to affect the meaning or interpretation of any provision of paragraph hereof.
17. **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.
18. **Authority to Execute.** The execution and performance of this Agreement by the District 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 District and County in accordance with its terms.
19. **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.
20. **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 agrees, however, to use its best efforts to secure funds necessary for the continued performance of 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.

**VALLEY VIEW INDEPENDENT SCHOOL DISTRICT**

By:   
Lucio Villagomez, President, Board of Trustees

**HIDALGO COUNTY**

By: \_\_\_\_\_  
J.D. Salinas, III, County Judge

Attest:

\_\_\_\_\_  
By: Arturo Guajardo, Jr., County Clerk

APPROVED AS TO FORM:

ATLAS & HALL, L.L.P.

By: \_\_\_\_\_  
Stephen L. Grain