

1. County will undertake the acquisition of rights of way for the project, including but not limited to, title reports, appraisals, acquisition of right of way, and condemnation of right of way which cannot be acquired by agreement of the landowner. Also, the county will utilize Urban County Funds (CDBG) from years (22) 2009 and (23) 2010.
2. County will retain a competent engineering firm to prepare all construction and right-of-way plans and maps necessary for the construction of drainage improvement and appraisers and review appraisals, as necessary. Also, the county will utilize Urban County Funds (CDBG) from years (22) 2009 and (23) 2010.
3. County shall be responsible for performing the work necessary to complete the Project within the County either through its own labor, equipment or materials, or through its agents, contractors or subcontractors, in an amount not to exceed Two Hundred Twenty Five Thousand (\$ 225,000.00). The county will utilize Urban County Program funds (CDBG) from years (22) 2009 and (23) 2010.
4. The District shall contribute or otherwise fund the balance of the cost of the Project which is currently estimated to be no more than Seventy Thousand Dollars (\$ 70,000.00) within thirty (30) days from receipt of invoice from the County.
5. The District agree it is in their best interest to provide such assistance to County as described herein, as such Project will serve to alleviate traffic congestion problems that occurs within the area.
6. County shall be responsible for the engineering, specifications, plans and maps necessary to complete the Project and the road to be located on the Right of Way to County road standards.
7. **Hold Harmless Clause.** The parties agree to hold each other harmless from any and all liability that may arise and result from either party's performance under this Agreement.
8. **Conflict with Applicable Law.** Nothing in this Agreement shall be construed to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any (applicable law,) 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. The Agreement shall be modified only to the extent as necessary to conform the agreement to the applicable law bring them within the legal requirements and only during the time such conflicts exists.
9. **No Waiver.** No waiver by any party hereto of any breach of any provision of this 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 among the parties hereto, and each party acknowledges that no other party has made (either directly or through any agent or representative) any representation or agreements in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by 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 obligations 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 communications 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 ISD.
Attention: Leonel Galaviz, Superintendent of Schools
9701 South Jackson Rd.
Pharr, Texas 78577

If to County: Hidalgo County
Attention: Rene Ramirez, 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.

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 this 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 convenient reference and shall not be deemed to affect the meaning or interpretation of any provision of paragraph 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 to Execute. The execution and performance of this Agreement by each of the parties have been duly authorized by all necessary laws, resolutions, ordinances or government body action, and this Agreement constitutes the valid and enforceable obligations of the parties hereto 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 thirty (30) 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. 271.903.

23. Severability. Should any phrase, clause, sentence or section of this Agreement be judicially declared to be invalid, unenforceable or void, such decision will not have the effect of invalidating or voiding the remainder of this Agreement, and such part of this Agreement will be deemed to have been stricken herefrom and the remainder of this Agreement will have the same force and effect as if such part or parts had never been included herein.

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

Valley View Independent School District

Leonel Galaviz
Superintendent of Schools

ATTEST:

District Secretary

COUNTY OF HIDALGO

Rene Ramirez, County Judge

ATTEST:

Arturo Guajardo, Jr., County Clerk

APPROVE AS TO FORM:

ATLAS & HALL, LLP

By: Stephen L. Crain