

STATE OF TEXAS

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COUNTY OF HIDALGO

**INTERLOCAL COOPERATION AGREEMENT
BETWEEN THE COUNTY OF HIDALGO, TEXAS
AND LA JOYA INDEPENDENT SCHOOL DISTRICT**

This Agreement is made on this the _____ day of _____, 2010, by and between the **COUNTY OF HIDALGO, TEXAS**, hereinafter referred to as the "County" and **LA JOYA INDEPENDENT SCHOOL DISTRICT**, hereinafter referred to as "District", pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WITNESSETH:

WHEREAS, County is a political subdivision created by the laws of Texas;

WHEREAS, District is a school district created by the laws of Texas;

WHEREAS, County and District, each pursuant to its statutory and constitutional authority, are responsible for drainage improvements within their boundaries;

WHEREAS, County and District desire to jointly undertake a drainage improvement project along Bentsen Palm Drive located in the County's jurisdiction in order to drain an existing detention pond located on the west end of Palmview High School as is more particularly described in Exhibit "A" attached hereto and incorporated herein for all purposes;

WHEREAS, the parties have determined it is in their respective best interest to perform the work described herein;

WHEREAS, County and District are authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act, Texas Gov't. 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, County and District, in consideration of the mutual covenants expressed hereinafter, agree as follows:

1. County shall be responsible for the installation of a 24 inch drainage line from the detention pond to the County's drainage ditch located approximately 6,560 feet south of the area as is more particularly described in Exhibit "A".
2. The District agrees to reimburse County an amount of Ninety Nine Thousand One Hundred and Eighty Seven Dollars and 20/100ths (\$99,187.20) for the

cost of the 24 inch drainage line described in paragraph 1 above within 30 days of receipt of invoice from County by District.

3. County shall be responsible for the cost of all labor and equipment used to install the 24 inch drainage line described herein.
4. The parties further agree that upon completion of the drainage improvements, the County shall be responsible for the maintenance and operation of the drainage pipe so long as such drainage pipe remains within the County's jurisdiction.
5. The District and County shall coordinate work schedules in order to provide for minimal disruption to the public and to the operational and fiscal affairs of the parties and will use their best efforts to complete the drainage Improvements no later than six (6) months from the execution of this Agreement.
6. **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 and 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 later shall prevail, but in such event the affected provision or provision of this Agreement shall be modified only to the extent necessary to bring them within legal requirements and only during the times such conflict exists.
7. **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.
8. **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 District and County, and not otherwise.
9. **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.
10. **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 County: County of Hidalgo
Attention: County Judge Rene A. Ramirez
P.O. Box 758
Edinburg, Texas 78540-0758

If to District: La Joya Independent School District
Attention: Alda T. Benavidez, Superintendent
201 E. Expressway 83
La Joya, Texas 78560

With copy to: Commissioner, Precinct No. 3
P.O. Box 607
Palmview, Texas 78572

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.

11. **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.
12. **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.
13. **Assignment.** This Agreement shall not be assignable.
14. **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.
15. **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.

16. **Authority to Execute.** The execution and performance of this Agreement by District and 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.
17. **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 provided.
18. **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. §271.903.
19. **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 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.
20. The approval of this Interlocal Cooperation Agreement in accordance with Texas Government Code 791.014 is evidenced by Exhibit "B" attached hereto.

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

LA JOYA I.S.D.

Jose A. Salinas, School Board President

ATTEST:

Arnoldo Ochoa, School Board Secretary

COUNTY OF HIDALGO

Rene A. Ramirez, County Judge

ATTEST:

Arturo Guajardo, Jr., County Clerk

APPROVED AS TO FORM:

Atlas & Hall, L.L.P.

By: Stephen L. Crain

EXHIBIT "B"

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APPROVAL OF INTERLCOAL COOPERATION AGREEMENT PROJECT

In accordance with Texas Government Code §791.014, Hidalgo County, Texas, acting by and through the Hidalgo County Commissioners Court, has been advised of a proposed project to make drainage improvements along Bentsen Palm Drive located in within the County in the vicinity of Palmview High School (the "Project") through an Interlocal Cooperation Agreement to be entered into with La Joya Independent School District.

By vote on _____ 2010, the Hidalgo County Commissioners Court has approved the Project identified above.

By: Rene Ramirez, County Judge

ATTEST:

Arturo Guajardo, County Clerk

APPROVED AS TO FORM:

Atlas & Hall, L.L.P.

By: _____
Stephen L. Crain