

STATE OF TEXAS                    :  
   :  
COUNTY OF HIDALGO            :

**INTERLOCAL COOPERATION AGREEMENT  
BETWEEN HIDALGO COUNTY, TEXAS, THE CITY OF HIDALGO, TEXAS AND  
VALLEY VIEW 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 “County”, the **CITY OF HIDALGO, TEXAS**, hereinafter referred to as “City” and **VALLEY VIEW INDEPENDENT SCHOOL DISTRICT** hereinafter referred to as “District”, pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

**WITNESSETH:**

**WHEREAS**, District is a local government located in Hidalgo County, Texas;

**WHEREAS**, County is a political subdivision in the State of Texas;

**WHEREAS**, City is a home rule municipality located in Hidalgo County, Texas;

**WHEREAS**, County, District and City desire to make stop-light traffic signal improvements to an area described as the intersection of McColl Road and Dicker Road, located in the County’s jurisdiction;

**WHEREAS**, County, District and City each pursuant to its statutory and constitutional authority, desire to make the necessary stop-light traffic signal improvements in order to alleviate traffic congestion within their respective territorial jurisdictions.

**WHEREAS**, stop-light traffic signal improvements shall include, but not be limited to, the installation of a stop-light traffic signal and the necessary engineering to successfully complete the work (collectively the “Project”);

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

1. This Agreement shall supersede previous agreements, if any, entered into by the

parties related to the engineering or construction of the Project described herein.

2. County shall be responsible for the engineering and construction of the Project, including but not limited to, plans, specifications and estimates (PS&E), surveying, and all equipment, labor and materials necessary to complete the Project. The County estimates its total costs for the Project should not exceed Two Hundred and Twenty-Five Thousand Dollars and No./100ths (\$225,000.00). It is the intent of the County to utilize Urban County Funds (CDBG) from years (22) 2009 and (23) 2010 to fund this Project.
3. The District shall reimburse County an amount not to exceed Fifty Thousand Dollars (\$50,000.00) to be used toward the completion of the Project within thirty (30) days from receipt of invoice from the County.
4. The City shall reimburse the County an amount not to exceed Ten Thousand Dollars (\$10,000.00) to be used toward the completion of the Project within thirty (30) days from receipt of invoice from the County.
5. The parties agree it is in each of their best interest to complete this Project as timely as possible as it will serve to alleviate dangerous traffic congestion that occurs in the area.
6. Upon completion of the Project, the County shall be responsible for maintenance and operation of the stop-light traffic signal so long as such stop-light traffic signal remains within the jurisdiction of the County.
7. The parties 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 Project no later than ninety (90) days from execution of this Agreement.
8. Each party agrees to conform to its own applicable purchasing laws, regulations, policies and procedures with respect to the portion of the services under this Agreement performed by each party.
9. The approval of this Agreement in accordance with Texas Government Code 791.014 is evidenced by Exhibit "A" attached herein.
10. **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.
11. **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.

12. **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.
13. **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, City and County and not otherwise.
14. **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.
15. **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

If to the City: City of Hidalgo  
Attention: John David Franz – Mayor  
704 E. Texano Drive  
Hidalgo, TX 78557

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, President  
Board of Trustees

**ATTEST:**

\_\_\_\_\_  
Secretary, Board of Trustees

**CITY OF HIDALGO, TEXAS**

\_\_\_\_\_  
John David Franz, Mayor

**ATTEST:**

\_\_\_\_\_  
City Secretary

**COUNTY OF HIDALGO, TEXAS**

\_\_\_\_\_  
Rene Ramirez, County Judge

**ATTEST:**

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

**APPROVE AS TO FORM:**

ATLAS & HALL, L.L.P.

\_\_\_\_\_  
By: Stephen L. Crain