



2. County shall be responsible for providing all engineering services for the Project.
3. District shall be responsible for providing 1,000 liner feet of 72" RCP-RJ III pipe for the Project and shall reimburse County upon 30 days of receipt of invoice from County, an amount not to exceed Eighty Three Thousand Nine Hundred and Eighteen Dollars and No/100ths (\$83,918.00) for the labor to install such pipe and for any miscellaneous costs associated with the installation including but not limited to, bedding, backfill and manholes.
4. County shall be responsible for performing all other work necessary to complete the Project either through its own labor equipment or materials, or through its agents, contractors or subcontractors, in an amount not to exceed Two Hundred Eighty Two Thousand Nine Hundred Sixty Eight Dollars (\$282,968.00).
5. While no unforeseen costs are anticipated, the District shall be responsible for any miscellaneous costs associated with the Project that may arise during the construction which are unforeseen or cannot otherwise be avoided.
6. District shall at its own cost and expense, make any adjustments to utilities which may be necessary for the construction of the Project.
7. Upon completion of the Project both parties shall be relieved of their mutual responsibilities under this Agreement and the County shall assume responsibility for operation and maintenance of the Drainage Easement so long as such easement remains the property of County.
8. County and District agree it is in their mutual best interest to construct the Project as described herein in order to alleviate flooding and water overflow in the vicinity of the Project.
9. **Hold Harmless Clause.** To the extent permitted by law, 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.
10. **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.
11. **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.

12. **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.
13. **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.
14. **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: PSJA ISD.  
Attention: Dr. Daniel P. King  
601 East Kelly  
Pharr, Texas 78577

If to County: Hidalgo County  
Attention: Executive Officer  
2818 S. Bus. Hwy. 281  
Edinburg, Texas 78539

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.

24. The approval of this Interlocal Cooperation Agreement in accordance with Texas Government Code 791.014 is evidenced by Exhibit "C" attached herein.

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

**PSJA INDEPENDENT SCHOOL DISTRICT**

\_\_\_\_\_  
Ms. Ramona Barron  
PSJA ISD Board President

**ATTEST:**

\_\_\_\_\_  
Mr. Humberto "Bobby" Rodriguez  
Secretary-Treasurer

**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