

STATE OF TEXAS §

COUNTY OF HIDALGO §

**INTERLOCAL COOPERATION AGREEMENT
BETWEEN THE COUNTY OF HIDALGO AND THE EDINBURG CONSOLIDATED
INDEPENDENT SCHOOL DISTRICT**

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

WITNESSETH:

WHEREAS, Edinburg Consolidated Independent School District through the County of Hidalgo applied for a Safe Routes to School Grant from the Texas Department of Transportation; and

WHEREAS, though Minute Order No. 112268 on May 27, 2010 City of Edinburg was granted \$1,134,630.00 through the Safe Routes to School Program (SRTS) Fund for the construction of improvements to three (3) campuses located within the County of Hidalgo belonging to the District; and

WHEREAS, County intends to enter into an Advance Funding Agreement (AFA) with the Texas Department of transportation for funds which will include in addition to the above, Preliminary Engineering (PS&E), Environmental Assessment, Right of Way Acquisition, and Construction Contingency costs to be provided by the Texas Department of Transportation.

WHEREAS, the County has determined that it will receive benefit from the infrastructure improvements and has agreed to assist ECISD; and

WHEREAS, ECISD has determined that it will receive benefit from the infrastructure improvements and has agreed to assist County; and

WHEREAS, ECISD and County have agreed to cooperate in the improvements as further herein described; and

WHEREAS, ECISD and County are authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act, Texas 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, Edinburg and County, in consideration of the mutual covenants expressed hereinafter, agree as follows:

1. The County will serve as the lead agency; executing the Advanced Funding Agreement with the Texas Department of Transportation, coordinating the RFQ process for Preliminary Engineering (PS&E Development), Environmental Assessment, and by providing Right of Way Acquisition Services (if necessary) and providing submissions to the Texas Department of Transportation, as required by the Safe Routes to School (SRTS) Program;
2. The County in conjunction with the ECISD will coordinate the construction of the project through the Texas Department of Transportation who will provide all construction services;
3. All Engineering costs shall be paid for by the County;
4. County will provide payment to Engineering firm and will submit the invoices to the Texas Department of Transportation for reimbursement;
5. The County and ECISD will share in 50% of any construction cost overruns to the project, with payments made to the Texas Department of Transportation (TxDOT) in accordance with terms in the executed Advanced Funding Agreement (AFA);
6. County will designate personnel to assist with the coordination of the project;
7. The District will participate in the RFQ process, having complete control of the engineering firm selected for the project. County agrees to ratify the selection through Commissioner's Court approval and subsequent engineering contract execution.
8. Each party agrees to conform to its own applicable purchasing laws, regulations, policies, and procedures with respect to the portion of the work under this Agreement performed by each party.

Conflict of 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(s) of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

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.

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 Edinburg and County, and not otherwise.

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.

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 ECISD: Edinburg Consolidated Independent School District
Attention : Rene Gutierrez, Superintendent of Schools
411 N. 8th St.
Edinburg, Texas 78540

If to County of Hidalgo: County of Hidalgo
Attention: Rene A. Ramirez, Hidalgo County Judge
100 E. Cano St.
Edinburg, Texas 78539

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.

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.

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.

Assignment. This Agreement shall not be assignable

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.

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.

Authority to Execute. The execution and performance of this Agreement by Edinburg and County have been duly authorized by all necessary laws, resolutions corporate action, and this Agreement constitutes the valid and enforceable obligations of Edinburg and County in accordance with its terms

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.

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.

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

HIDALGO COUNTY, TEXAS

Ramon Garcia, Hidalgo County Judge

Approved by Commissioners' Court

On: _____

ATTEST:

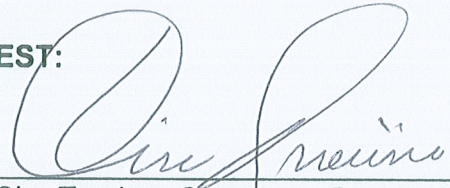
Arturo Guajardo, Jr., County Clerk

**EDINBURG CONSOLIDATED INDEPENDENT
SCHOOL DISTRICT**



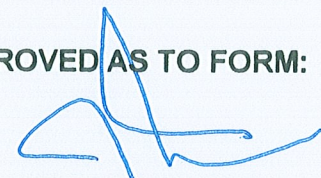
David Torres, President, Board of Trustees

ATTEST:

By: 

Ciro Trevino, Secretary, Board of Trustees

APPROVED AS TO FORM:

By: 

Jacques E. Trevino
District General Counsel

Atlas & Hall, L.L.P.

By: _____
Stephen L. Crain