

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

INTERLOCAL COOPERATION AGREEMENT BETWEEN THE COUNTY OF HIDALGO AND MONTE ALTO INDEPENDENT SCHOOL DISTRICT

THIS Agreement is made on this the ____ day of _____, 2012, by and between the **MONTE ALTO INDEPENDENT SCHOOL DISTRICT**, hereinafter referred to as "District" and the **COUNTY OF HIDALGO, TEXAS**, hereinafter referred to as "County," pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WITNESSETH:

WHEREAS, the District is an independent school district located in Hidalgo County, Texas; and

WHEREAS, County is a county created in the State of Texas;

WHEREAS, District desires County to assist in paving parking lots for the new Monte Alto High School (as hereinafter defined) as more specifically depicted in Attachment A (the "Project") that is currently under construction (the "High School");

WHEREAS, District and County are authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act, Tex. 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;

WHEREAS, District will benefit from the paving of the Project; and

WHEREAS, Hidalgo County has determined it is feasible for Hidalgo County to undertake the Project.

NOW, THEREFORE, District and County, in consideration of the mutual covenants expressed herein, agree as follows:

1. County agrees to provide all labor and equipment necessary for the Project. The District agrees to provide all materials necessary for the Project and in no event shall the County be obligated to provide materials necessary for the Project.
2. County shall provide District with man power at the current hourly rates for individuals required to complete the Project. Prior to District utilizing County

manpower, District shall request and School receive the current hourly rates of County individuals, required to complete the Project. Hourly rates shall include all benefits and other costs associated with the employment of each individual. County shall be solely responsible for determining the current rate of its personnel. Any request for use by District of County individuals shall be subject to the approval by the Commissioner of Precinct No. 1 determining that the County individuals so requested by the District are not required for projects of Precinct No. 1 at the time requested by District.

3. County will provide invoices to District with supporting documentation, including but not limited to receipts and invoices for all labor and equipment used or purchased by Hidalgo County for the Project in accordance with paragraph 4 below.
4. The District agrees to pay County for the entire cost of equipment and personnel used by the County for the Project. District agrees to make payments to County within thirty (30) days of receipt of invoices from County for same.
5. Upon a change in price for manpower for County personnel or equipment, the County shall notify the District within ten (10) working days during the term of the Project and before beginning any new work on the Project.
6. District and County shall coordinate work schedules in order to provide for minimal disruption to the construction of the High School and will use their best efforts to complete the Project within one hundred and eighty days (180) days of the date of this Agreement.
7. Following completion of the work described herein, the parties agree District shall be responsible for the maintenance of the Project.
8. Following completion of the work described herein, the parties agree that County will be released of any and all duties imposed by this Agreement.
9. 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.
10. **Termination.** Either party may terminate this Agreement with or without cause upon thirty (30) days written notice to the other.
11. **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 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 latter 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 the legal requirements and only during the times such conflict exists.

12. **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.
13. **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 County and District, 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 OBLIGATION 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 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 District: Monte Alto Independent School District
Attention: Donna Hillard, Superintendent
25149 1st Street
Monte Alto, Texas 78538

If to County: Hidalgo County, Texas
Attention: Ramon Garcia, County Judge
P.O. Box 758
Edinburg, Texas 78540-0758

With copy to : Joel Quintanilla, Commissioner, Precinct No. 1
1902 Joe Stephens Avenue

Weslaco, Texas 78596

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.

16. **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.
17. **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.
18. **Assignment.** This Agreement shall not be assignable.
19. **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 or paragraph hereof.
20. **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.
21. **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.
22. **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.
23. **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.

MONTE ALTO INDEPENDENT SCHOOL DISTRICT

Donna Hilliard, Superintendent

ATTEST:

_____, Secretary

HIDALGO COUNTY

Ramon Garcia, County Judge

ATTEST:

Arturo Guajardo, County Clerk

APPROVED AS TO FORM:

ATLAS, HALL, & RODRIGUEZ, L.L.P.

BY: _____
Stephen L. Crain

ATTACHMENT A