

STATE OF TEXAS  
COUNTY OF HIDALGO

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

This Agreement is made and entered into on this the \_\_\_ day of \_\_\_\_\_, 201~~2~~<sup>3</sup>, by and between the **LA JOYA INDEPENDENT SCHOOL DISTRICT**, (hereinafter referred to as “District”) and the **COUNTY OF HIDALGO, a political subdivision of the State of Texas** (hereinafter referred to as “County”), for the purpose of applying for federal grant funds. County and District, sometimes hereinafter collectively referred to as the “Parties” agree as follows:

**WITNESSETH:**

**WHEREAS**, County has applied for a federal grant on behalf of District; the grant hereinafter referred to as “TSSI” (Texas Safe Shelter Initiative) or the “Grant” is awarded by the Federal Emergency Management Administration (“FEMA”) through the State of Texas Division of Emergency Management (“TDEM”), of which funds are to be used for the construction of a ~~a~~ Community Safe Room to be incorporated into a new multipurpose facility as described below;

**WHEREAS**, the purpose and use of the Grant is to construct a saferoom/dome shelter (hereinafter “Facility”) at Palmview High School, property owned by District, which can withstand 200 mile per hour winds and provide shelter to citizens of District and County with functional and/or special needs (hereinafter collectively referred to as the “Saferoom Project” or “Project”);

**WHEREAS**, the Grant award represents 75% of the costs of construction for the Project and the remaining 25% of the funds or matching funds shall be provided by District;

**WHEREAS**, the Project has an estimated construction cost of \$2.4 million and the County shall not be responsible for the costs or expenses related to the construction of the Project;

**WHEREAS**, the Grant requires County, as the Grant recipient, to comply with certain terms and conditions, and further requires District, as a sub-recipient accepting funding from the Grant through a subcontract or agreement, to also comply with certain provisions of the terms and conditions. As such, the Parties agree to further enter into an Interlocal Cooperation Agreement after receiving notice of the Grant award. The Interlocal Cooperation Agreement shall further identify the Parties obligations under the Grant; and

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

1. District promises to cover the 25% match and absolves the County of any financial obligation, construction, design, and maintenance fees, issues and responsibilities in connection with the construction of the Facility or Project. District further agrees to abide by all the State and Federal program requirements as outlined in the TSSI Program funded by and through FEMA.
2. The District will be responsible for managing the grant through their appointed personnel (hereinafter called "Manager"). The Manager will be required to compile and audit the following documentation (ensuring proper payment procedures) prior to submittal to the County ~~and TDEM~~:
  - A. Copies of invoices paid on approved grant expenses
  - B. Copies of canceled checks on approved grant expenses

C. The Manager will then have the District designated authority sign off on compiled documents (via a signed cover letter).

D. The District will then forward the copies of the Compiled & Audited documents (~~1 Copy to TDEM and 1 Copy~~ to the County). A copy of all correspondence submitted to TDEM will need to be retained by both Parties.

3. District agrees to conform to County's purchasing regulations, policies, and procedures with respect to their obligations for the Project under this Agreement and to meet all State and Federal Program Guidelines of the TSSI Program funded by and through FEMA and shall further require all Contractors and Sub-Contractors to meet such guidelines. This includes, but is not limited to, the FEMA P-361 Design and Construction Guidance for Community Safe Rooms.

4. District agrees to be responsible for 100% of any costs of the Project not covered by Grant funds.

5. County agrees to authorize District to enter into contracts with architects, engineers, contractors, and other service providers necessary for the Construction of the Project.

6. The District representative responsible for management of the Grant shall be Dr. A. Ocaña. The County contact for Grant management shall be the person designated by Hidalgo County's Office of Emergency Management.

7. **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 or provision 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.

8. **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.

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 District:           La Joya Independent School District  
                                  Attention: Dr. Alda T. Benavides, Superintendent  
                                  201 East Expressway 83  
                                  La Joya, Texas 78560

If to County:            County of Hidalgo, Texas  
                                  Attn: Ramon Garcia, County Judge  
                                  P.O. Box 1356  
                                  Edinburg, TX 78540

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 gender-neutral, 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 herein provided.

18. This agreement becomes effective upon execution by both parties.

**IN WITNESS HEREOF**, the parties have signed this Memorandum of Agreement between the District and County on the date indicated below their signatures.

**LA JOYA INDEPENDENT SCHOOL DISTRICT**

BY: *Alda Benavides*  
Dr. Alda T. Benavides  
Superintendent of Schools

Date: 1/16/13

**THE COUNTY OF HIDALGO, TEXAS**

BY: \_\_\_\_\_  
Ramon Garcia, Hidalgo County Judge

Date: \_\_\_\_\_

**ATTEST:**

BY: \_\_\_\_\_  
Arturo Guajardo, Jr., Hidalgo County Clerk

**APPROVED AS TO FORM:**

Office of Hidalgo County Criminal District Attorney,  
Rene Guerra

By: \_\_\_\_\_  
Josephine Ramirez-Solis  
Assistant District Attorney