

STATE OF TEXAS §
COUNTY OF HIDALGO §

**INTERLOCAL COOPERATION AGREEMENT
BETWEEN HIDALGO COUNTY AND McALLEN INDEPENDENT SCHOOL DISTRICT**

THIS Agreement is made on this the 10th day of June, 2013 by and between **HIDALGO COUNTY, TEXAS**, hereinafter referred to as "County" and **McALLEN INDEPENDENT SCHOOL DISTRICT** hereinafter referred to as "District", pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WITNESSETH:

WHEREAS, County is a county created in Texas;

WHEREAS, District is an independent school district;

WHEREAS, County desires to assist District in certain parking lot paving projects more particularly described on Exhibit A attached hereto in which both the District and the County would benefit from the outcome of the work (the Work);

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

1. District agrees to utilize County materials and equipment to accomplish the Work and County agrees to perform the Work in accordance with the specifications prepared by Dannenbaum Engineering Company-McAllen, LLC a copy of such specifications attached hereto as Exhibit B. County shall invoice District at County's current costs for such equipment and materials for the furtherance of the Work. County's cost for equipment and material are stated on Exhibit C attached hereto. District agrees to reimburse County for material and equipment costs within thirty (30) days of receipt of invoice from County.
2. County shall provide District with County man power at the current hourly rates for individuals required to complete the Work. Hourly rates shall include all benefits and other costs associated with the employment of each individual. Hourly rates for County manpower are stated on Exhibit D attached hereto. District agrees to reimburse County for such County manpower costs within thirty (30) days of receipt of invoice from County.
3. The parties agree that all other costs associated with the Work shall be the responsibility of District in their entirety.

4. **Term.** The term of this Agreement shall be for the time period required to accomplish the Work which shall not exceed 90 days from issuance of Notice to Proceed.
5. Upon a change in cost for manpower, equipment or materials, the County shall notify District within ten (10) working days for any on-going Work.
6. Either party may terminate this Agreement with or without cause upon thirty (30) days written notice to the other.
7. **Conflict with 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 provisions 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.
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. **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 the District and County and not otherwise.
10. **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.
11. **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: McAllen Independent School District
Attention: James J. Ponce, Ed. D., Superintendent
2001 N. 23rd St.
McAllen, Texas 78501

If to County: Hidalgo County
Attention: Ramon Garcia, County Judge
302 W. University Drive
Edinburg, Texas 78540-0758

With copy to: Hidalgo County Commissioner Pct. 4
Attention: Joseph Palacios, Commissioner
1102 N. Doolittle Road
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.

12. **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.
13. **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.
14. **Assignment.** This Agreement shall not be assignable.
15. **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.
16. **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.
17. **Authority to Execute.** The execution and performance of this Agreement by the City and the 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.
18. **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.
19. **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. Section 271.903.

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

McALLEN INDEPENDENT SCHOOL DISTRICT

By: 
Debbie Crane Aliseda, Board President

HIDALGO COUNTY

By: _____
Ramon Garcia, County Judge

ATTEST:

By: Arturo Guajardo, Jr., County Clerk

APPROVED AS TO FORM:
ATLAS, HALL & RODRIGUEZ, LLP

By: 
Stephen L. Crain

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

**APPROVAL OF
INTERLOCAL COOPERATION AGREEMENT
PROJECT**

In accordance with Texas Government Code §791.014, Hidalgo County, Texas, acting by and through the Hidalgo County Commissioners Court, has been advised of a proposed project. County desires to assist District in certain parking lot paving projects in which both the District and the County would benefit from the outcome of the work (the "Work") through an Interlocal Cooperation Agreement to be entered into with the District and the County of Hidalgo, Texas.

By vote on _____ 2013, the Hidalgo County Commissioners Court has approved the Work identified above.

By: Ramon Garcia, County Judge

ATTEST:

Arturo Guajardo, County Clerk

APPROVED AS TO FORM:

ATLAS, HALL & RODRIGUEZ, LLP

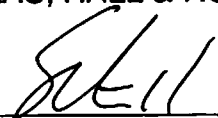
By:  _____
Stephen L. Crain

EXHIBIT "A"

THE WORK

THE WORK

McAllen Independent School District Parking Lot and Street Improvements Projects

Reynaldo G. Garza Elementary School	\$58,155.40
Lamar Academy Parking Lot	\$53,167.90
Christa McAuliffe Elementary School Play Area	\$44,026.90
Memorial High School Student Parking Lot	\$98,169.40
Theodore Roosevelt Elementary School Parking Lot	\$64,509.40
Ben Milam Elementary School Parking Lot	\$21,383.70
GRAND TOTAL	<u>\$339,412.70</u>

EXHIBIT "C"
COUNTY'S COST FOR EQUIPMENT & MATERIAL

COUNTY'S COST FOR EQUIPMENT & MATERIAL

Reynaldo G. Garza Elementary School

Materials	Quantity	Unit	Unit Cost	Extended Cost
Hot mix	314	Tons	\$58.50	\$18,369.00
MS-1	600	Gallons	\$3.00	\$1,800.00
Equipment				
motor grader	80	Hours	\$80.00	\$6,400.00
vibratory roller	80	Hours	\$28.00	\$2,240.00
pneumatic roller	80	Hours	\$33.00	\$2,640.00
paver	24	Hours	\$130.00	\$3,120.00
dump truck	80	Hours	\$80.00	\$6,400.00
water truck	80	Hours	\$38.00	\$3,040.00
loader	80	Hours	\$80.00	\$6,400.00
Total				<u>\$50,409.00</u>

Lamar Academy Parking Lot

Materials	Quantity	Unit	Unit Cost	Extended Cost
Hot mix	239	Tons	\$58.50	\$13,981.50
MS-1	400	Gallons	\$3.00	\$1,200.00
Equipment				
motor grader	80	Hours	\$80.00	\$6,400.00
vibratory roller	80	Hours	\$28.00	\$2,240.00
pneumatic roller	80	Hours	\$33.00	\$2,640.00
paver	24	Hours	\$130.00	\$3,120.00
dump truck	80	Hours	\$80.00	\$6,400.00
water truck	80	Hours	\$38.00	\$3,040.00
loader	80	Hours	\$80.00	\$6,400.00
Total				<u>\$45,421.50</u>

Christa McAuliffe Elementary School Play Area

Materials	Quantity	Unit	Unit Cost	Extended Cost
Hot mix	93	Tons	\$58.50	\$5,440.50
MS-1	200	Gallons	\$3.00	\$600.00
Equipment				
motor grader	80	Hours	\$80.00	\$6,400.00
vibratory roller	80	Hours	\$28.00	\$2,240.00
pneumatic roller	80	Hours	\$33.00	\$2,640.00
paver	24	Hours	\$130.00	\$3,120.00
dump truck	80	Hours	\$80.00	\$6,400.00
water truck	80	Hours	\$38.00	\$3,040.00
loader	80	Hours	\$80.00	\$6,400.00
Total				\$36,280.50

Memorial High School Student Parking

Lot Materials	Quantity	Unit	Unit Cost	Extended Cost
Hot mix	998	Tons	\$58.50	\$58,383.00
MS-1	600	Gallons	\$3.00	\$1,800.00
Equipment				
motor grader	80	Hours	\$80.00	\$6,400.00
vibratory roller	80	Hours	\$28.00	\$2,240.00
pneumatic roller	80	Hours	\$33.00	\$2,640.00
paver	24	Hours	\$130.00	\$3,120.00
dump truck	80	Hours	\$80.00	\$6,400.00
water truck	80	Hours	\$38.00	\$3,040.00
loader	80	Hours	\$80.00	\$6,400.00
Total				\$90,423.00

Theodore Roosevelt Elementary School Parking Lot				
Materials	Quantity	Unit	Unit Cost	Extended Cost
Hot mix	438	Tons	\$58.50	\$25,623.00
MS-1	300	Gallons	\$3.00	\$900.00
Equipment				
motor grader	80	Hours	\$80.00	\$6,400.00
vibratory roller	80	Hours	\$28.00	\$2,240.00
pneumatic roller	80	Hours	\$33.00	\$2,640.00
paver	24	Hours	\$130.00	\$3,120.00
dump truck	80	Hours	\$80.00	\$6,400.00
water truck	80	Hours	\$38.00	\$3,040.00
loader	80	Hours	\$80.00	\$6,400.00
Total				<u>\$56,763.00</u>

Ben Milam Elementary School Parking Lot				
Materials	Quantity	Unit	Unit Cost	Extended Cost
Hot mix	41	Tons	\$58.50	\$2,398.50
MS-1	200	Gallons	\$3.00	\$600.00
Equipment				
motor grader	40	Hours	\$80.00	\$3,200.00
vibratory roller	40	Hours	\$28.00	\$1,120.00
pneumatic roller	40	Hours	\$33.00	\$1,320.00
paver	8	Hours	\$130.00	\$1,040.00
dump truck	40	Hours	\$80.00	\$3,200.00
water truck	40	Hours	\$38.00	\$1,520.00
loader	40	Hours	\$80.00	\$3,200.00
Total				<u>\$17,598.50</u>

Grand Total				<u><u>\$296,895.50</u></u>
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EXHIBIT "D"
**HOURLY RATES FOR COUNTY
MANPOWER COSTS**

HOURLY RATES FOR COUNTY MANPOWER COSTS

Reynaldo G. Garza Elementary School

Labor	Quantity	Unit	Unit Cost	Extended Cost
motor grader	80	Hours	\$22.00	\$1,760.00
vibratory roller	80	Hours	\$12.31	\$984.80
pneumatic roller	80	Hours	\$12.31	\$984.80
paver	24	Hours	\$22.00	\$528.00
dump truck	80	Hours	\$14.67	\$1,173.60
water truck	80	Hours	\$14.67	\$1,173.60
loader	80	Hours	\$14.27	\$1,141.60
TOTAL				<u><u>\$7,746.40</u></u>

Lamar Academy Parking Lot

Labor	Quantity	Unit	Unit Cost	Extended Cost
motor grader	80	Hours	\$22.00	\$1,760.00
vibratory roller	80	Hours	\$12.31	\$984.80
pneumatic roller	80	Hours	\$12.31	\$984.80
paver	24	Hours	\$22.00	\$528.00
dump truck	80	Hours	\$14.67	\$1,173.60
water truck	80	Hours	\$14.67	\$1,173.60
loader	80	Hours	\$14.27	\$1,141.60
TOTAL				<u><u>\$7,746.40</u></u>

Christa McAuliffe Elementary School Play Area

Labor	Quantity	Unit	Unit Cost	Extended Cost
motor grader	80	Hours	\$22.00	\$1,760.00
vibratory roller	80	Hours	\$12.31	\$984.80
pneumatic roller	80	Hours	\$12.31	\$984.80
paver	24	Hours	\$22.00	\$528.00
dump truck	80	Hours	\$14.67	\$1,173.60
water truck	80	Hours	\$14.67	\$1,173.60
loader	80	Hours	\$14.27	\$1,141.60
TOTAL				<u>\$7,746.40</u>

Memorial High School Student Parking Lot

Labor	Quantity	Unit	Unit Cost	Extended Cost
motor grader	80	Hours	\$22.00	\$1,760.00
vibratory roller	80	Hours	\$12.31	\$984.80
pneumatic roller	80	Hours	\$12.31	\$984.80
paver	24	Hours	\$22.00	\$528.00
dump truck	80	Hours	\$14.67	\$1,173.60
water truck	80	Hours	\$14.67	\$1,173.60
loader	80	Hours	\$14.27	\$1,141.60
TOTAL				<u>\$7,746.40</u>

Theodore Roosevelt Elementary School Parking Lot

Labor	Quantity	Unit	Unit Cost	Extended Cost
motor grader	80	Hours	\$22.00	\$1,760.00
vibratory roller	80	Hours	\$12.31	\$984.80
pneumatic roller	80	Hours	\$12.31	\$984.80
paver	24	Hours	\$22.00	\$528.00
dump truck	80	Hours	\$14.67	\$1,173.60
water truck	80	Hours	\$14.67	\$1,173.60
loader	80	Hours	\$14.27	\$1,141.60
TOTAL				<u><u>\$7,746.40</u></u>

Ben Milam Elementary School Parking Lot

Labor	Quantity	Unit	Unit Cost	Extended Cost
motor grader	40	Hours	\$22.00	\$880.00
vibratory roller	40	Hours	\$12.31	\$492.40
pneumatic roller	40	Hours	\$12.31	\$492.40
paver	8	Hours	\$22.00	\$176.00
dump truck	40	Hours	\$14.67	\$586.80
water truck	40	Hours	\$14.67	\$586.80
loader	40	Hours	\$14.27	\$570.80
TOTAL				<u><u>\$3,785.20</u></u>

GRAND TOTAL				<u><u>\$42,517.20</u></u>
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