

**STATE OF TEXAS       §  
COUNTY OF HIDALGO   §**

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

THIS Agreement is made on this the \_\_\_\_ day of \_\_\_\_\_, 2013, by and among the **SHARYLAND 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**, District is an independent school district located in Hidalgo County, Texas;

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

**WHEREAS**, District is constructing a new high school within the County;

**WHEREAS**, County pursuant to its constitutional authority, is responsible for maintenance and improvements of certain public roadways within its respective boundaries;

**WHEREAS**, District and County desire to construct Diamond Back Drive from Glasscock Road to Shary Road as more particularly described in Exhibit A attached hereto ( the "Road");

**WHEREAS**, County has determined that County will receive benefit from the construction of the Road; and

**WHEREAS**, District and County are authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act, Texas Gov't Code 791.001 et seq., (the "Act") which authorizes local governments to contract with each other to perform governmental functions and services under the terms of the Act and pursuant to the County Road and Bridge Act which authorizes counties to construct roadways within the rural areas of the County.

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

1. District at its sole cost and expense shall provide all engineering services necessary or required for construction of the Road.
2. District will provide at District's sole cost and expense all caliche and asphalt

required when needed by County to construct the Road.

3. District shall pay County against invoice within seven (7) days for the cost of the striping of the Road. Notwithstanding the previous sentence, District shall be responsible for any and all costs of the construction of the Road other than of County's responsibilities provided in numbered paragraph 4 hereto.
4. County shall use its equipment and labor to construct the Road in accordance with the engineering plans furnished by District in accordance with County standards and requirements.
5. The County agrees it is in its best interest to provide such assistance to District as described herein, as such Road serves as a connecting link and integral part of the County road system.
6. Each party agrees to conform to its own applicable purchasing laws, regulations, policies, and procedures with respect to the portion of the work and services under this Agreement performed by each party.
7. County shall be responsible for the maintenance of the Road following construction.
8. **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 provisions 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.
9. **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.
10. **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 District and County, and not otherwise.
11. **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.

12. **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: Sharyland Independent School District  
Attention: Superintendent  
1106 N. Shary Road  
Mission, Texas 78572

If to County: Hidalgo County, Texas  
Attention: Ramon Garcia, County Judge  
302 W. University Dr.  
Edinburg, Texas 78539

With copy to: Commissioner, Precinct No. 3  
Attention: Joe Flores, Commissioner  
724 North Breyfogle  
Mission, Texas 78574

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.

13. **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.
14. **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.
15. **Assignment.** This Agreement shall not be assignable.
16. **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.

17. **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.
18. **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.
19. **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.
20. **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.

**[SIGNATURE PAGE TO FOLLOW]**

**SHARYLAND INDPENDENT SCHOOL DISTRICT**

By: \_\_\_\_\_  
Fernando Ramirez, President, Board of Trustees

**HIDALGO COUNTY**

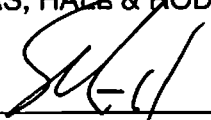
By: \_\_\_\_\_  
Ramon Garcia, County Judge

**ATTEST:**

\_\_\_\_\_  
Arturo Guajardo, Jr., County Clerk

**APPROVED AS TO FORM:**

ATLAS, HALL & RODRIGUEZ, LLP

By:  \_\_\_\_\_  
Stephen L. Crain

**SHARYLAND INDPENDENT SCHOOL DISTRICT**

By: \_\_\_\_\_  
Fernando Ramirez, President, Board of Trustees

**HIDALGO COUNTY**

By: \_\_\_\_\_  
Ramon Garcia, County Judge

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Stephen L. Crain

STATE OF TEXAS       §  
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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 to construct Diamond Back Drive (the "Road"); through an Interlocal Cooperation Agreement to be entered into with the Sharyland Independent School District, and Hidalgo County.

By vote on \_\_\_\_\_ 2013, the Hidalgo County Commissioners Court has approved the Road project identified above.

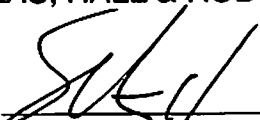
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**APPROVED AS TO FORM:**

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By: Ramon Garcia, County Judge

**ATTEST:**

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Arturo Guajardo, County Clerk

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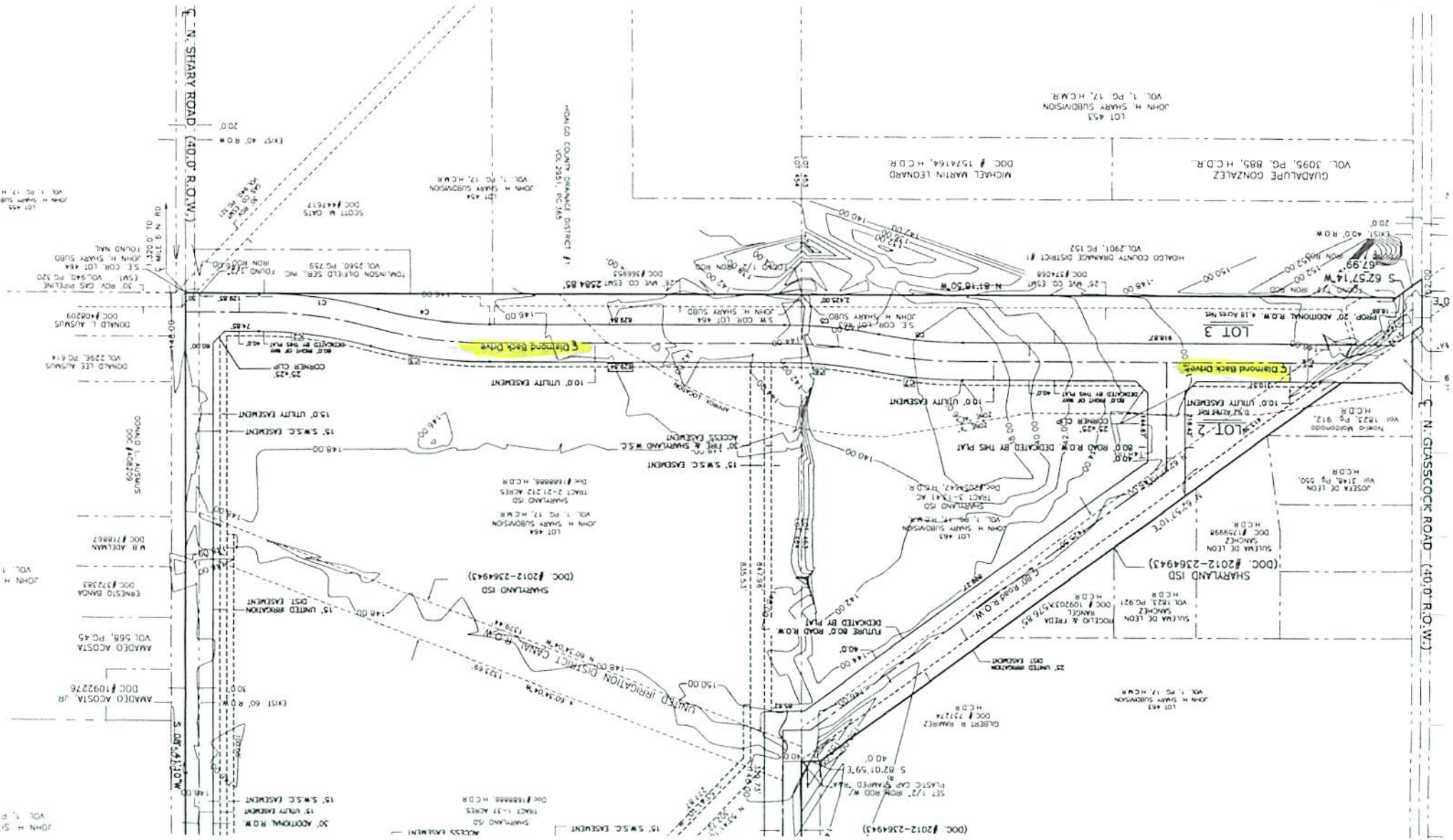
ATLAS, HALL & RODRIGUEZ, LLP

By: \_\_\_\_\_  
Stephen L. Crain



# SHARYLAND I.S.D. PIONEER HIGH SCHOOL SUBDIVISION OF PLAT

ACTH	RADIUS	TAN	CHORD	CH. BEAR	DELTA
54	1000.00	129.49	256.83	S 73-56-9 E	14-45-22
09	940.00	121.72	241.42	S 73-56-9 E	14-45-22
54	1000.00	129.49	256.83	N 73-56-9 W	14-45-22
09	940.00	121.72	241.42	N 73-56-9 W	14-45-22
44	1060.00	101.53	202.13	S 75-50-33 E	10-56-33
98	1000.00	95.78	190.60	N 71-50-13 E	10-62-13



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