

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

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

THIS Agreement is made on this the ____ day of _____, 2014, by and between **LA JOYA 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, Hidalgo County previously received the Project S.T.O.P. (Stop Truancy On Patrol) (the "Project") Grant from the Office of the Governor Criminal Justice Division (the "Grant") in September 2002 for a period of four (4) years;

WHEREAS, the Grant was administered through the Office of Constable Precinct 3 since its inception;

WHEREAS, the parties desire to continue the Project although no grant funds are available;

WHEREAS, the parties desire to continue the Project by each party hereto contributing one-half of the cost of the Project;

WHEREAS, the purpose of the Project is to address crimes committed by juveniles and reduce school truancy and juvenile delinquency behavior using an "intervention for prevention" model that provides mentoring, guidance training, character education and responsibility training to truant/juvenile delinquent students;

WHEREAS, the parties hereto are each responsible for one match payment of Twenty Nine Thousand Three Hundred and Sixty Nine and 89/100 Dollars (\$29,369.89).

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

1. County will, pursuant to its applicable personnel policies, rules and procedures, hire commissioned peace officers and the necessary support staff to continue the Project at the District. During the term of this Agreement, such peace officers at all times shall remain and be treated as employees of the County and shall be subject to all applicable personnel policies, rules and procedures of the County.
2. Within fifteen (15) days of receiving an invoice from the County, the District agrees to pay to the County the one match payment in the amount of Twenty Nine Thousand Three Hundred and Sixty Nine and 89/100 Dollars (\$29,369.89) as consideration to the County for the continued implementation of the Project at the District.
3. Upon the County's receipt of payment from the District, the County shall fund the amount of Twenty Nine Thousand Three Hundred and Sixty Nine and 89/100 Dollars (\$29,369.89) for its one-half share of the Project.
4. Each party agrees to conform to its own applicable purchasing laws, regulations, policies and procedures with respect to the portion of the services under this Agreement performed by each party.
5. The County may, but is not required to, consult with the District prior to making any staffing changes in connection with this Agreement but the recruiting, hiring, and retention of County personnel shall remain the sole prerogative of the County.
6. **Term.** The term of this Agreement shall commence immediately upon execution of this Agreement and shall continue through the end of the District's 2015 spring semester.
7. **Termination.** Either party shall have the right to terminate this Agreement with or without cause upon sixty (60) days written notice.
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 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 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 County and District, 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 OBLIGATIONS 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: La Joya Independent School District
 Attention: Dr. Aida T. Benavides, Superintendent
 201 E. Expressway 83
 La Joya, Texas 78560

If to County: Hidalgo County, Texas
 Attention: Ramon Garcia, County Judge
 P.O. Box 1356
 Edinburg, Texas 78540-1356

with copy to : Hidalgo County Constable Precinct No. 3
 Attention: Constable Lazaro Gallardo, Jr.
 730 N. Breyfogle, Suite B
 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 or 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 and effective as of the day and year first written above.

**LA JOYA INDEPENDENT
SCHOOL DISTRICT**

Esperanza "Espie" Ochoa, President, Board of
Trustees

ATTEST:

Johnn V. Alaniz, Secretary, Board of Trustees

HIDALGO COUNTY

Ramon Garcia, County Judge

ATTEST:

Arturo Guajardo. Jr., County Clerk

APPROVED AS TO FORM:

ATLAS & HALL, L.L.P.

BY: _____
Stephen L. Crain