

STATE OF TEXAS §
COUNTY OF HDALGO §

**INTERLOCAL COOPERATION AGREEMENT BETWEEN THE COUNTY OF
HIDALGO AND EDINBURG CONSOLIDATED SCHOOL DISTRICT**

THIS Agreement is made on this the ____day of_____, 2014, by and between County of Hidalgo (hereinafter referred to as "County") and the Edinburg Consolidated School District, (hereinafter referred to as "District,") pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WITNESSETH:

WHEREAS, the County acquired from District a tract of land situated in the Hidalgo County, Texas, more fully described on Exhibit "A" attached hereto and made a part hereof for ail purposes (hereinafter collectively referred to as the "Tract");

WHEREAS, the County desires to construct a public park on the Tract to be known as the Brewster Park tentatively planned as shown on Exhibit C attached hereto (the "Park")

WHEREAS, District desires to contribute financially to the construction of the Park;

WHEREAS, County acting by and through Precinct 4 of County will be responsible for construction of improvements to the Park; and

WHEREAS, County acting by and through Precinct 4 shall through its own forces or by third party contractor (s) shall procure and install public restrooms, basketball pavilion, baseball and softball fields including but not limited to fencing, dugouts, backstops, sand, bases, bleachers, parking lot(s), walking trail and off site sewer, water and electricity connections (the "County Improvements");

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

1. District shall, at District expense, provide to County plans and specifications for public restrooms for the Park sealed by an engineer registered in the State of Texas.

2. District will contribute the sum of Two Hundred Ninety Seven Thousand Five Hundred Fifteen and twelve/100ths Dollars (\$297,515.12) Dollars to County

against invoice from County for construction of improvements to the Park; and shall also contribute materials and labor identified on Exhibit B in the column titled Edinburg CISD such Exhibit B attached hereto and incorporated herein at the point of all purposes.

3. County shall construct by County's own forces or by third party contractor(s) in accordance with plans and specifications prepared by an engineer procured by County basketball pavilion, baseball and softball fields including but not limited to fencing, dugouts, backstops, sand, bases, bleachers, parking lot (s) for the Park, walking trail, and off site sewer, water and electricity connections. County shall construct by County's own forces or by third party contractor(s) in accordance with plans and specifications prepared by District's engineer the public restrooms.

4. Both parties hereto will cooperate with each other to finish all construction of the Park by June 1, 2015 in accordance with the cost estimate sheet as described on Exhibit B attached hereto.

5. County shall procure and install by its own forces or third party contractor(s) three (3) playground systems, the selection of which shall be ultimately determined by County in consultation with District.

6. District shall be responsible for unlocking gates to the Park each morning during the term of this Agreement.

7. County shall lock gates to the Park each evening during the term of this Agreement.

8. County shall maintain the grounds and parking lot of the Park and pay for all water, sewer and electricity usage of the Park during the term of this Agreement.

9. This Agreement shall terminate upon the earlier of:

- a. the mutual agreement of the District and the County;
- b. the County's sale of the Tract; or
- c. the thirtieth anniversary of the date of this Agreement provided however if either party provides written notice to the other party not earlier than the thirtieth day prior to such thirtieth anniversary date of its desire to not have this Agreement terminate on such thirtieth anniversary date then

this Agreement shall be extended for an additional thirty (30) years.

10. Any signatory to this Agreement, who is the prevailing party in any legal proceeding against any other signatory brought under or with relation to this Agreement or transaction, shall be additionally entitled to recover court costs and reasonable attorneys' fees from the non-prevailing party.

11. This Agreement may not be assigned without prior written consent executed by both parties hereto.

12. Time shall be of the essence of this Agreement.

13. This Agreement and all of the terms, provisions and covenants contained herein shall apply to, be binding upon and inure to the benefit of the parties hereto, their respective successors and assigns.

14. THIS AGREEMENT SHALL BE CONSTRUED AND INTERPRETED UNDER THE LAWS OF THE STATE OF TEXAS, AND ALL OBLIGATIONS OF THE PARTIES CREATED HEREUNDER ARE PERFORMABLE IN HIDALGO COUNTY, TEXAS.

15. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions hereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provisions had never been contained herein.

16. All notices, demands or requests required or permitted under this Agreement shall be in writing, and shall be deemed to have been properly given, whether or not actually received, when the same have been deposited in the United States mail, postage prepaid, registered or certified mail, return receipt requested, addressed to the as set forth below:

If to County: Hidalgo County, Texas
Attention: Ramon Garcia, County Judge
P.O. Box 1356
Edinburg, Texas 78540-0758

If to District: Edinburg Consolidated Independent School District
Attention: President, Board of Trustees

411 N. 8th Street
Edinburg, Texas 78540

17. This Agreement contains the entire agreement between the parties and supersedes all prior agreements and understandings between the parties concerning the Tracts, and it shall not be amended, modified, supplemented or changed in any way except by written agreement of the parties.

18. To the extent allowable by law, the parties hereto agree to indemnify and hold harmless the other party from any and all costs, expenses or damages resulting from any claims for brokerage fees or other similar form of compensation made by any real estate broker or other person or entity because of the transactions contemplated herein.

19. Should either party be in default under any of the terms of this Agreement, the non-defaulting party shall so notify the defaulting party in writing and the defaulting party shall have a period of twenty (20) days from the receipt of such notice to cure the default.

20. IMMUNITIES: Nothing in this Agreement is intended to and County does not hereby waive, release or relinquish any right to assert any of the defenses County enjoys by virtue of the state or federal constitution, laws, rules or regulations, and any sovereign, official or qualified immunity available to County as to any claim or action of any person, entity, or individual against County.

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


HIDALGO COUNTY

By: Ramon Garcia, County Judge

ATTEST:

Arturo Guajardo, Jr. County Clerk
DISTRICT

EDINBURG CONSOLIDATED SCHOOL

By: 
Print Name: _____
Title: President, Board of Trustees

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

By: _____
Stephen L. Crain

EXHIBIT
A
1 of 2

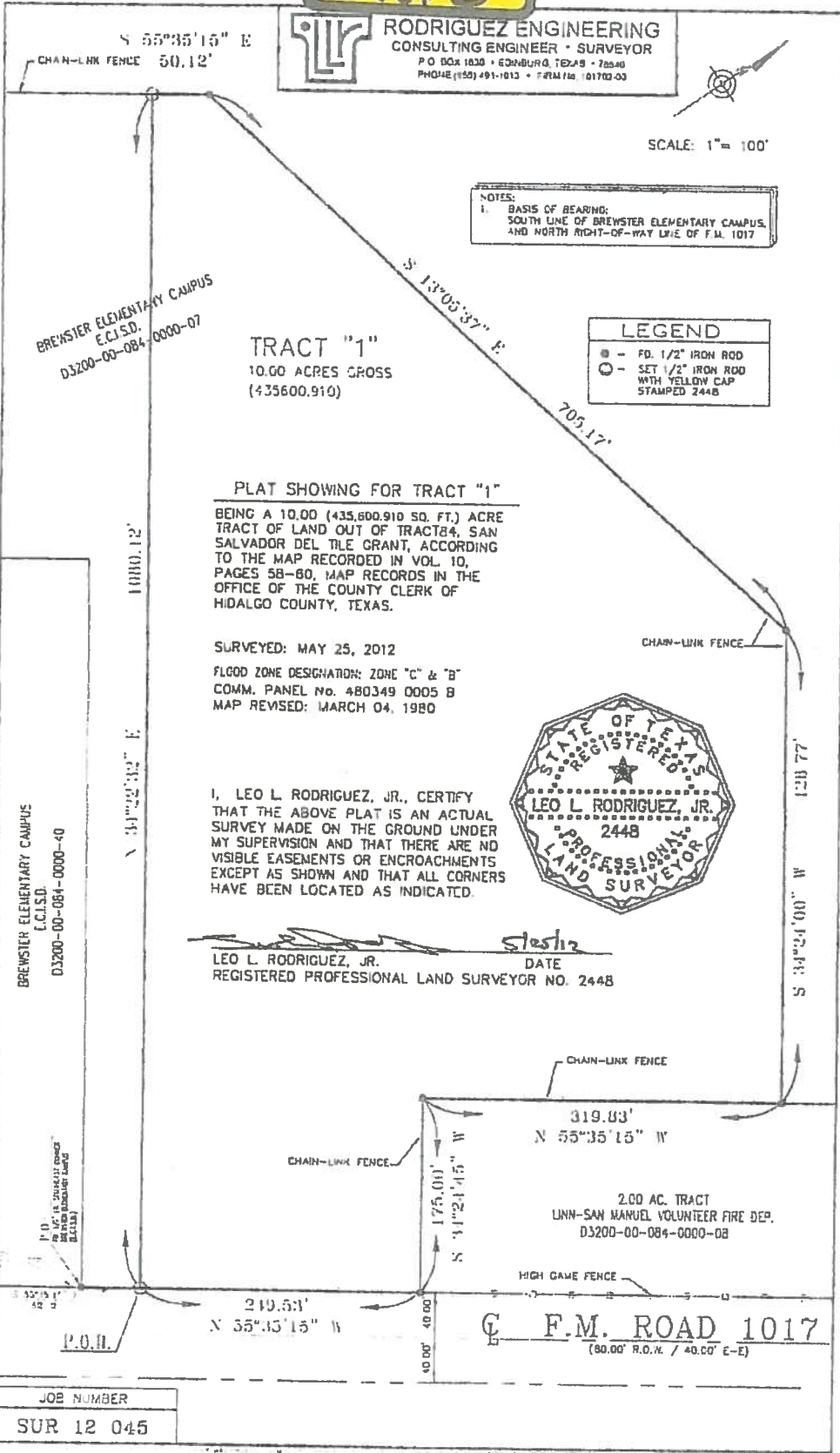
RODRIGUEZ ENGINEERING
CONSULTING ENGINEER • SURVEYOR
P.O. BOX 1030 • EDINBURG, TEXAS • 78540
PHONE (409) 491-1013 • FAX (409) 491-1013

SCALE: 1" = 100'

NOTES:
1. BASIS OF BEARING:
SOUTH LINE OF BREWSTER ELEMENTARY CAMPUS,
AND NORTH RIGHT-OF-WAY LINE OF F.M. 1017

LEGEND

- - FD. 1/2" IRON ROD
- - SET 1/2" IRON ROD WITH YELLOW CAP STAMPED 2448



TRACT "1"
10.00 ACRES GROSS
(435600.910)

PLAT SHOWING FOR TRACT "1"
BEING A 10.00 (435,600.910 SQ. FT.) ACRE TRACT OF LAND OUT OF TRACT 84, SAN SALVADOR DEL TILE GRANT, ACCORDING TO THE MAP RECORDED IN VOL. 10, PAGES 58-60, MAP RECORDS IN THE OFFICE OF THE COUNTY CLERK OF HIDALGO COUNTY, TEXAS.

SURVEYED: MAY 25, 2012
FLOOD ZONE DESIGNATION: ZONE "C" & "B"
COMM. PANEL No. 480349 0005 B
MAP REVISED: MARCH 04, 1980

I, LEO L. RODRIGUEZ, JR., CERTIFY THAT THE ABOVE PLAT IS AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY SUPERVISION AND THAT THERE ARE NO VISIBLE EASEMENTS OR ENCROACHMENTS EXCEPT AS SHOWN AND THAT ALL CORNERS HAVE BEEN LOCATED AS INDICATED.



Leo L. Rodriguez, Jr.
LEO L. RODRIGUEZ, JR. DATE
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 2448

JOB NUMBER
SUR 12 045



MARCH 25, 2012

METES AND BOUNDS DESCRIPTION FOR TRACT 1
A 10.00 AC. OUT OF TRACT 84, SAN SALVADOR DEL TILE GRANT,
AN ADDITION TO THE CITY OF LINN
HIDALGO COUNTY, TEXAS.

TRACT "1"

BEING A 10.00 (435,600.910 SQ. FT.) ACRE TRACT OF LAND OUT OF TRACT 84, SAN SALVADOR DEL TILE GRANT, ACCORDING TO THE MAP RECORDED IN VOL 10, PAGES 58-60, MAP RECORDS IN THE OFFICE OF THE COUNTY CLERK OF HIDALGO COUNTY, TEXAS, AND SAID 10.00 ACRES (435,600.910 SQ. FT.) ALSO BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS;

COMMENCING AT A FOUND HALF INCH (1/2) IRON ROD, LOCATED AT THE INTERSECTION OF THE NORTH RIGHT-OF-WAY LINE OF F.M. ROAD 1017 AND THE SOUTHEAST CORNER OF BREWSTER ELEMENTARY CAMPUS, THENCE, SOUTH 55°35'15" EAST, ALONG THE NORTH RIGHT-OF-WAY LINE OF SAID F.M. 1017, A DISTANCE OF 52.32 FEET TO A HALF INCH (1/2) IRON ROD, SET FOR THE POINT OF BEGINNING AND THE SOUTHWEST CORNER OF THIS TRACT OF LAND;

THENCE, NORTH 34°22'32" EAST, PARALLEL WITH THE EAST LINE OF BREWSTER ELEMENTARY CAMPUS, A DISTANCE OF 1080.12 FEET TO A SET HALF (1/2) INCH IRON ROD FOR THE NORTHWEST CORNER OF THIS TRACT OF LAND;

THENCE, SOUTH 55°35'15" EAST, AT A RIGHT ANGLE FROM THE PREVIOUS CALL A DISTANCE OF 50.12 FEET TO A HALF INCH (1/2) IRON ROD FOUND FOR THE NORTHEAST CORNER OF THIS TRACT OF LAND;

THENCE, SOUTH 13°05'37" EAST, A DISTANCE OF 705.17 FEET TO A HALF INCH (1/2) IRON ROD FOUND FOR AN EXTERIOR CORNER OF THIS TRACT OF LAND;

THENCE, SOUTH 34°24'00" WEST, A DISTANCE OF 428.77 FEET TO A HALF INCH (1/2) IRON ROD FOUND FOR THE SOUTHEAST CORNER OF THIS TRACT OF LAND;

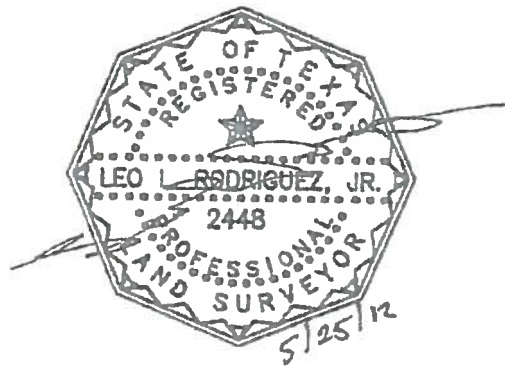
THENCE, NORTH 55°35'15" WEST, ALONG THE NORTH LINE OF A 2.00 ACRE TRACT A DISTANCE OF 319.83 FEET TO A HALF INCH (1/2) IRON ROD FOUND FOR AN INTERIOR CORNER OF THIS TRACT OF LAND;

THENCE, SOUTH 34°24'45" WEST, ALONG THE WEST LINE OF SAID 2.00 ACRE TRACT, A DISTANCE OF 175.00 FEET TO A HALF INCH (1/2) IRON ROD FOUND AT THE SOUTHWEST CORNER OF SAID 2.00 ACRE TRACT AND THE NORTH RIGHT-OF-WAY LINE OF SAID F.M. ROAD 1017, BEING AN EXTERIOR CORNER OF THIS TRACT OF LAND;

THENCE, NORTH 55°35'15" WEST, ALONG THE NORTH RIGHT-OF-WAY LINE OF SAID F.M. ROAD 1017, A DISTANCE OF 249.53 FEET TO THE POINT OF BEGINNING, CONTAINING 10.000 ACRES (435,600.910 SQ. FT.) OF LAND, MORE OF LESS.

PREPARED BY:
RODRIGUEZ ENGINEERING
CONSULTING ENGINEER, SURVEYOR
FIRM No. 101702-00

P.O. Box 1830
EDINBURG, TEXAS 78540
(956) 491-1013



JOB NUMBER
SUR 12 045



Brewster Park Cost Estimate	
Description	Edinburg CISD In-Kind Contribution
Design	
A/E Fees	\$ 23,684.88
Pavillion	
Labor (Conduit and Stubb out)	\$ 1,780.00
(6) Back Boards & Rims - Materials	\$ 4,200.00
Labor	\$ 512.00
Park Memorial & Recreation	
Picnic Tables (5)	\$ 2,500.00
BBQ Pits (5)	\$ 2,500.00
Baseball - Softball Field	
Baseball Field Lights - Fixtures Only	\$ 22,400.00
Irrigation parts	\$ 5,000.00
Fence Labor	\$ 7,560.00
Baseball Score Board - Parts	\$ 7,000.00
Baseball Score Board - Labor	\$ 2,048.00
Site Improvements	
Electrical Labor only	\$ 18,300.00
Sidewalk Labor only	\$ 5,000.00
Totals	\$ 102,484.88

