

STATE OF TEXAS §
COUNTY OF HIDALGO §

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

THIS Agreement is made on this the ___ day of _____, 2015 by and between **HIDALGO COUNTY, TEXAS**, hereinafter referred to as "County" and **EDINBURG CONSOLIDATED 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 known as the Stadium Paving Project 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 SDI Engineers, LLC. County is projecting the amount stated in numbered paragraph 4 based on County's cost for equipment, material and manpower to complete the Work. County's cost for equipment and material are stated on Exhibit B attached hereto.
2. County is further projecting the amount stated in numbered paragraph 4 herein based on at the current hourly rates for County individuals required to complete the Work. Hourly rates include all benefits and other costs associated with the employment of each such individual required to complete the Work. County's hourly rates for labor of each individual performing the Work are stated on Exhibit C attached hereto.
3. The parties agree that all other costs associated with the Work other than materials, equipment and County manpower shall be the responsibility of District in their entirety.

4. ECISD within ten (10) days from approval and execution of this Agreement shall deposit with County the sum of Eight Hundred Forty Three Thousand Nine Hundred Two and 00/100ths Dollars (\$843,902.00) for the projected costs of County materials, equipment and man power to accomplish the Work.
5. **Term.** The term of this Agreement commences on execution of this Agreement by all parties hereto and the Work shall be completed on or before August 1, 2015 provided District issues a notice to proceed with the Work to County on or before July 1, 2015.
6. Within sixty (60) days of completion of the Work County shall determine County's actual cost of materials, equipment and manpower utilized by County in completing the Work. If County determines County's cost is in excess of the amount stated in numbered paragraph 4 hereof, the County shall invoice District for such excess and District shall pay County such excess within thirty (30) days from the date of such invoice, if any.
7. 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. The parties agree that all other costs associated with the Work shall be the responsibility of District in their entirety.
8. Either party may terminate this Agreement with or without cause upon thirty (30) days written notice to the other, provided however if ECISD terminates this Agreement ECISD shall pay County the cost of the materials, equipment and labor incurred by County through the date of termination.
9. **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.
10. **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.
11. **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.

12. **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.
13. **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: Edinburg Consolidated Independent School District
Attention: René Gutiérrez, Ed. D., Superintendent
411 N. 8th Avenue
Edinburg, Texas 78541

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.

14. **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.
15. **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.

16. **Assignment.** This Agreement shall not be assignable.
17. **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.
18. **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.
19. **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.
20. **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.
21. **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.

**EDINBURG CONSOLIDATED INDEPENDENT
SCHOOL DISTRICT**

By: _____
Robert Pena, Jr., 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 §

EXHIBIT A

**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, County desires to assist District in certain parking lot paving projects known as the Stadium Paving Project 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") located within the corporate limits of City of Edinburg, Texas.

By vote on _____ 2015, the Hidalgo County Commissioners Court has approved the Road project identified above.

By: Ramon Garcia, County Judge

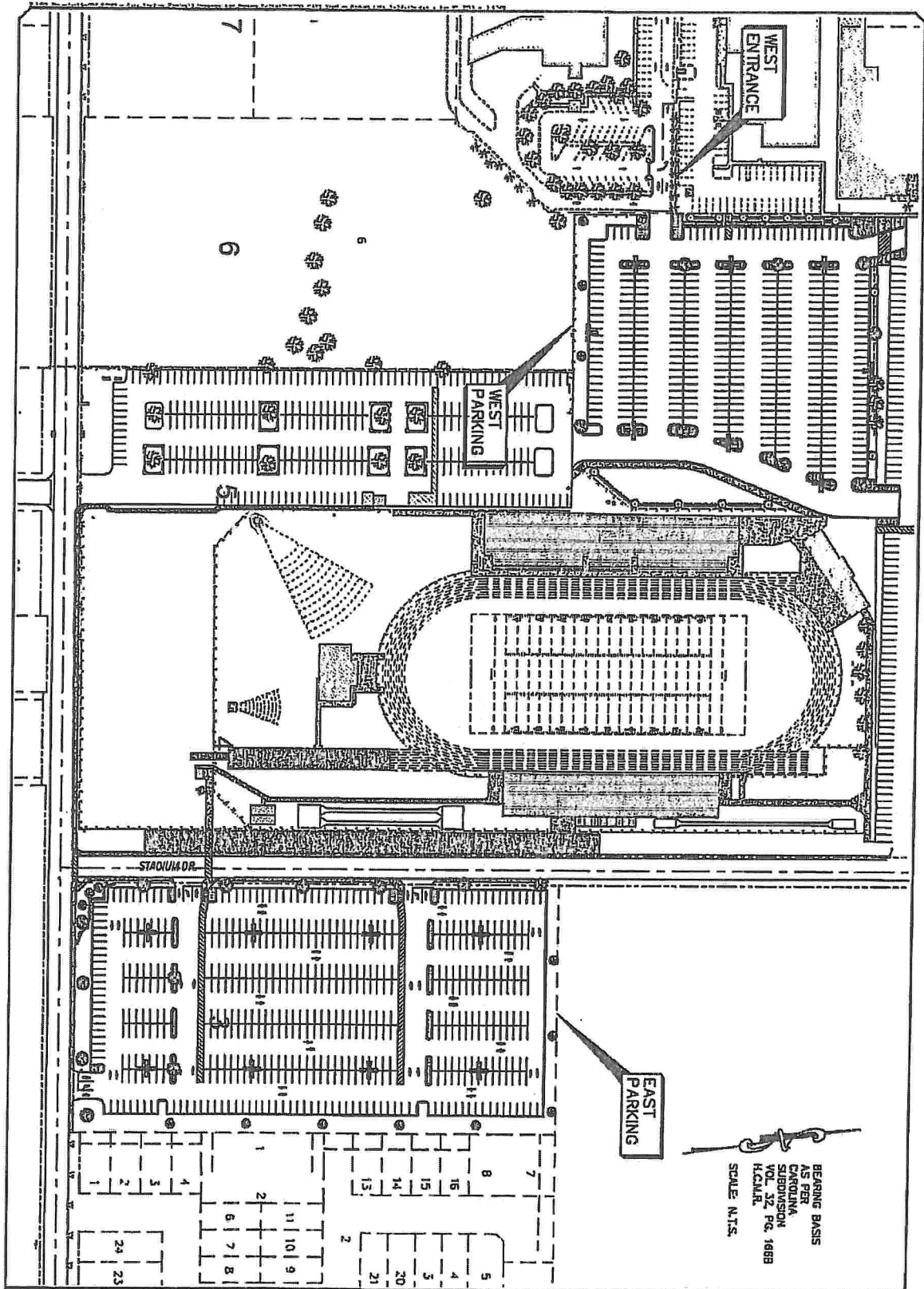
ATTEST:

Arturo Guajardo, County Clerk

APPROVED AS TO FORM:

ATLAS, HALL & RODRIGUEZ, LLP

By:  _____
Stephen L. Crain



BEARING BASIS
 AS PER
 CAROLINA
 DIVISION
 HIGHWAY, FIG. 188B
 SCALE: N.T.S.

NOT FOR CONSTRUCTION
 THIS PLAN IS NOT TO BE USED FOR CONSTRUCTION OF ANY PART OF THE PROJECT WITHOUT THE WRITTEN CONSENT OF SDI ENGINEERING, LLC.
 SDI ENGINEERING, LLC
 1000 W. 10TH ST., SUITE 100
 WASHINGTON, NC 27583
 TEL: 919-853-1111
 FAX: 919-853-1112
 WWW.SDI-ENGINEERING.COM

SDI ENGINEERING, LLC
 CIVIL • TRANSPORTATION • PLANNING • STORMWATER
 1000 W. 10TH ST., SUITE 100 WASHINGTON, NC 27583
 TEL: 919-853-1111 FAX: 919-853-1112
 WWW.SDI-ENGINEERING.COM

E.C.I.S.D. STADIUM DAWSON DRIVE
 PARKING LOT MASTER PLAN

EXHIBIT
 A
 10/22

EXH-B

COMMISSIONER JOSEPH PALACIOS

Hidalgo County Precinct No. 4

Project: Road and Bridge Cost Break Down

Location: ECISD

Date: 5/1/2015

Estimator: Roman Rodriguez, Road and Bridge Director



IN-HOUSE CONSTRUCTION COSTS

| Item | Description | Qty. | Unit | Unit Cost | Total |
|------|-------------------------|------|--------|-----------|-------|
| | Equipment Costs | | | | |
| 1 | <i>Motorgrader</i> | 1 | hourly | \$70.00 | |
| 2 | <i>Pneumatic Roller</i> | 1 | hourly | \$29.00 | |
| 3 | <i>Vibratory Roller</i> | 1 | hourly | \$25.00 | |
| 4 | <i>Water Truck</i> | 1 | hourly | \$31.00 | |
| 5 | <i>Backhoe</i> | 1 | hourly | \$38.00 | |
| 6 | <i>Paver</i> | 1 | hourly | \$140.00 | |
| 7 | <i>Dump Trucks</i> | 6 | hourly | \$75.00 | |
| 8 | <i>Loader</i> | 1 | hourly | \$38.00 | |
| 9 | <i>Excavator</i> | 1 | hourly | \$140.00 | |
| 10 | | | | | |
| 11 | Materials Costs | | | | |
| 12 | <i>Hot Mix</i> | 1 | Ton | \$58.50 | |
| 13 | <i>Caliche</i> | 1 | Ton | \$2.50 | |
| 14 | <i>Caliche Hauling</i> | 1 | Ton | \$4.50 | |
| 15 | <i>MS-1 Oil</i> | 1 | Gallon | \$3.00 | |
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COMMISSIONER JOSEPH PALACIOS

Hidalgo County Precinct No. 4

Project: Road and Bridge Cost Break Down

Location: ECISD

Date: 5/1/2015

Estimator: Roman Rodriguez, Road and Bridge Director



IN-HOUSE CONSTRUCTION COSTS

| Item | Description | Qty. | Unit | Unit Cost | Total |
|------|------------------------------|------|--------|-----------|-------|
| 1 | Labor Costs | | | | |
| 2 | Motorgrader Operator | | hourly | \$29.15 | |
| 3 | Pnuematic Roller Operator | | hourly | \$18.20 | |
| 4 | Vibratory Roller Operator | | hourly | \$21.56 | |
| 6 | Water Truck Operator | | hourly | \$20.48 | |
| 7 | Backhoe Operator | | hourly | \$29.15 | |
| 8 | Paver Operator | | hourly | \$29.15 | |
| 9 | Dump Trucks Drivers | | hourly | \$20.48 | |
| 10 | Labor/ Flagmen / Pipe layers | | hourly | \$19.73 | |
| 11 | Excavator Operator | | hourly | \$29.15 | |
| 12 | Loader Operator | | hourly | \$21.56 | |
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