

STATE OF TEXAS       §  
COUNTY OF HIDALGO   §

**INTERLOCAL COOPERATION AGREEMENT  
BETWEEN HIDALGO COUNTY AND PHARR SAN JUAN ALAMO INDEPENDENT  
SCHOOL DISTRICT**

THIS Agreement is made on this the \_\_\_\_ day of \_\_\_\_\_, 2016 by and between **HIDALGO COUNTY, TEXAS**, hereinafter referred to as “County”, and **PHARR SAN JUAN ALAMO INDEPENDENT SCHOOL DISTRICT** hereinafter referred to as “ District ”, pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

W I T N E S S E T H:

WHEREAS, Hidalgo County is a county created in Texas;

WHEREAS, District is an independent school district;

WHEREAS, District desires to assist County in multiple projects to be defined by mutual agreement 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. County agrees to allow District to use equipment and materials owned by County at the current prices to the County for such equipment and materials for the furtherance of the Work. Prior to District utilizing any County equipment or materials, District shall request and receive a statement of County’s current hourly rates for use of equipment and materials. County shall be solely responsible for determining the current rate for its equipment and District agrees to reimburse County for such costs within thirty (30) days of receipt of invoice from County. Any request for use by District of County equipment and materials shall be subject to the approval of the Commissioner of Precinct 2 determining that such equipment and materials are not required by the Commissioner for the times requested by the District.
2. County shall provide District with man power at the current hourly rates for County employees required to complete the Work. Prior to District utilizing County employees, District shall request and receive the current hourly rates of County employee including benefits and other costs associated with the employment of each such County employee. County shall be solely responsible for determining the current hourly rate for its employees and District agrees to reimburse County such costs within thirty (30) days of receipt of invoice from

County. Any request for use by District of County employees shall be subject to the approval by the Commissioner of Precinct 2 determining that the County employees so requested by the District are not required for projects of Precinct 2 at the time requested by District.

3. District agrees to allow County to use equipment and materials owned by District at the current prices to the District for such equipment and materials for the furtherance of the Work. District shall be solely responsible for determining the current rate for its equipment and County agrees to reimburse District for such costs within thirty (30) days of receipt of invoice from District. Any request for use by County of District equipment and materials shall be subject to the approval of the Superintendent of District determining that such equipment and materials are not required by the District for the times requested by the County.
4. District shall provide County with employees at the current hourly rates to District for District employees required to complete the Work. Prior to County utilizing District employees, County shall request and receive the current hourly rates of District employees required to complete the work. Hourly rates shall include all benefits and other costs associated with the employment of each District employee. District shall be solely responsible for determining the current rate of its employees and County agrees to reimburse District such costs within thirty (30) days of receipt of invoice from District. Any request for use by County of District employees shall be subject to the approval by the Superintendent determining that the District employees so requested by the County are not required for projects of District at the time requested by County.
5. The parties agree that all other costs associated with the Work shall be the responsibility of each respective entity in its entirety.
6. County and District agree if either party's equipment is damaged by or through the use by the other party, the party causing the damage to the other's equipment shall within thirty (30) days from date of invoice remit to the other party the cost of repair or replacement of such equipment damaged.
7. Term. The term of this Agreement shall be for one (1) year with the option to renew for five (5) additional one year terms upon the same terms and conditions described herein except that all prices for employees, equipment and materials are subject to change at any time and without notice to the other party.
8. Upon a change in price for employees for County employees, equipment or materials, the County shall notify the District within ten (10) working days for any ongoing Work and before beginning any new Work.
9. Upon a change in price for employees for District employees, equipment or materials, the District shall notify the County within ten (10) working days for any on-going Work and before beginning any new work.



302 W. University Dr.  
Edinburg, Texas 78539

With copy to: Commissioner, Precinct 2  
Eduardo "Eddie" Cantu  
300 West Hall Acres, Suite G  
Pharr, Texas 78577

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.

16. **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.
17. **Successors.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, and assigns where permitted by this Agreement.
18. **Assignment.** This Agreement shall not be assignable.
19. **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.
20. **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.
21. **Authority to Execute.** The execution and performance of this Agreement by the District 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.
22. **Prior Agreements.** This Agreement supersedes and terminates that certain interlocal agreement between the parties hereto dated September 16, 2008.
23. **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.
24. **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.

**PHARR SANJUAN ALAMO INDEPENDENT SCHOOL DISTRICT**

By: \_\_\_\_\_  
Board of Trustees President

ATTEST:

By: \_\_\_\_\_  
Board Secretary

**HIDALGO COUNTY**

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

ATTEST:

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

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Jesus Ramirez

**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 the County and District desire to assist each other with equipment, materials and manpower in projects to be determined by mutual agreement..

By vote on \_\_\_\_\_ 2016, the Hidalgo County Commissioners Court has approved the 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