

STATE OF TEXAS §

COUNTY OF HIDALGO §

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

This Agreement is made on the ___ day of _____, 20___, by and between **MONTE ALTO INDEPENDENT SCHOOL DISTRICT** (the “District”) and the **COUNTY OF HIDALGO, TEXAS by and through Hidalgo County Precinct #1** (the “County”) pursuant to the provisions of the Texas Interlocal Cooperation Act, Texas Gov’t Code 791.001 et seq., as follows:

I. Recitals

WHEREAS, the District is a political subdivision of the State of Texas and an independent school district located in Hidalgo County, Texas, and owns and operates property known as the Monte Alto Community Center (the “Center”); and

WHEREAS, the County is a “local government” as defined by the Texas Interlocal Cooperation Act, and a political subdivision of the State of Texas; and

WHEREAS, the District and County desire to collaborate for the public purpose of using the Center to provide supervised recreational, educational and support opportunities to the youth and residents for the County, and specifically Precinct #1, including, but not limited to, after school youth services and educational and family support services and adult improvement classes;

THEREFORE, the parties agree as follows:

1.1 The County may use the Center for the purposes described above and for any other lawful purpose on the terms and conditions contained in this agreement. The County will provide a Center Director and one (1) additional support staff to carry out its purpose. The District will provide personnel to assist the Center Director with after school tutoring and activities for students.

1.2 The District and the County will coordinate scheduling of services to be provided at the Center. Priority will be given to after school tutoring and activities for students between the hours of 3:15 p.m. and 6:00 p.m. on days when District classes are in session.

1.3 The District, through an agreement with the Texas A&M University, will assist County in facilitating family support services and adult improvement classes.

II. Term

2.1 This Agreement shall be in effect for one (1) year following the date of execution. The Agreement will automatically renew annually under the same terms and conditions and may be modified only by written agreement signed by both parties.

2.2 This Agreement constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter of this Agreement.

III. Maintenance, Repairs, and Upkeep

3.1 The District shall maintain in good working order and make such necessary maintenance and repairs to the Center's landscaping, foundation, roof, structural integrity, plumbing systems, electrical and lighting systems, heating, ventilation and air conditioning systems ("HVAC"), fire protection and fire alert systems, and other mechanical systems.

3.2 The District shall construct, repair, and maintain the Center so that the Center will have:

- a. Effective waterproofing and weather protection of the contents of the Center by watertight roof, exterior walls, windows, and doors.
- b. Plumbing facilities that conform to applicable law, maintained in good working order.
- c. A water supply approved under applicable law that is under the control of the District, capable of producing hot and cold running water and connected to a sewage disposal system conforming to applicable law.
- d. Heating, ventilation, and air conditioning facilities conforming to applicable law which are more than adequate to heat, ventilate, and air condition the Center, and are maintained in good working order.
- e. Electrical lighting, with wiring and electrical equipment that conform to applicable law, maintained in good working order.
- f. Fire protection and fire alert systems that conform to applicable law, maintained in good working order.
- g. Building, grounds, and appurtenances kept clean, sanitary, and free from all accumulations of debris.

- h. Floor, stairways, and railings maintained in good repair, and elevators/escalators (if any) that conform to applicable law, maintained in good working order.
- i. Landscaping, including but not limited to greenery, watering, and maintenance
- j. Parking lot, including painting, striping, paving, etc. that conforms to applicable law.

3.3 The District shall commence all repairs which it has a duty to undertake within thirty (30) days of receiving written notice from the County.

3.4 The District shall be responsible for ensuring the Center complies with the Americans with Disabilities Act (ADA) as amended.

3.5 The District, at its sole cost and expense, shall have the responsibility of providing all necessary utility services to the Center.

3.6 In the event that the Center is unavailable for services to be provided under this Agreement, the District shall provide the use of the elementary school gymnasium (or other available facilities) owned and operated by the District on an as-needed basis.

IV. Personnel

4.1 The County shall employ and provide a Center Director responsible for overseeing the facilitation of services to the youth and residents of the County to be provided at the Center. The County shall further employ and provide one (1) support staff on an as needed basis to assist the Center Director.

4.2 The District shall provide staff to support after school tutoring and activities for students of the District, to be held at the Center from the hours of 3:15 p.m. and 6:00 p.m.

4.3 The District will provide the Center Director with a contact at TAMU to arrange for adult improvement classes and family support services. These services facilitated by the Center Director through TAMU shall include but not be limited to adult improvement classes to be held at the Center during regular business hours.

V. Contact Person

5.1 For purposes of this agreement, the District shall coordinate with the County by and through Hidalgo County Commissioner Precinct #1 and their designated representative.

VI. Liability

6.1 Nothing in this agreement shall be interpreted or construed to waive sovereign or governmental immunity afforded to the District or the County pursuant Texas law.

VII. Insurance

7.1 The District will carry sufficient liability insurance at the statutorily required limits, pursuant to the Texas Tort Claims Act. The District's liability insurance shall include, but not be limited to, coverage for any claims resulting from building construction or design defects.

7.2 The County will carry sufficient liability insurance at the statutorily required limits, pursuant to the Texas Tort Claims Act, to cover County's performance of responsibilities under this Agreement.

VIII. Termination

8.1 This agreement may be terminated at any time in writing by mutual agreement of the parties or terminated by either party with thirty (30) days notice, in writing, to the other party.

IX. Breach of Obligation

9.1 Failure to abide by any provision of this agreement shall constitute a breach. Any party claiming a breach will have the right to terminate the agreement immediately in writing.

X. No Transfer or Assignment

10.1 This Agreement shall not be assignable. Any attempted or purported transfer or assignment of this Agreement shall be null and void, and shall constitute a material breach of this agreement.

XI. Conflict of Applicable Law.

11.1 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.

XII. No Waiver.

12.1 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.

XIII. Entire Agreement.

13.1 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 the COUNTY, and not otherwise.

XIV. Written Notice.

14.1 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 noticed delivered in accordance herewith:

If to District: Monte Alto Independent School District
Attention: Superintendent of Schools
25149 1st Street
Monte Alto, TX 78538

If to County: County of Hidalgo
Attn: Richard F. Cortez, County Judge
P.O. Box 1356
Edinburg, TX 78539

w/copy to:
Hidalgo County Commissioner Precinct No.1
David Fuentes
1902 Joe Stephens Ave.
Ste.101
Weslaco, TX 78599

14.2 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.

XV. Texas Law To Apply.

15.1 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.

XVI. Indemnification.

16.1 The Parties agree that each shall be responsible for their own negligent acts or omissions or any other civil liability incurred in the course of the performance of this Agreement, without waiving any sovereign or governmental immunity available to either County or District under Texas law and without waiving any available defenses under Texas law.

XVII. Successors.

17.1 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.

XVIII. Headings.

18.1 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.

XIX. Gender and Number.

19.1 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 as often as may be appropriate.

XX. Performance of Governmental Functions.

20.1 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.

XXI. Commitment of Current Revenues.

21.1 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.

XXII. Authority to Execute.

22.1 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 the District and the County in accordance with its terms.

XXIII. Non-Discrimination.

23.1 All related activities and programs mutually agreed to shall be conducted in a manner that does not discriminate against any person on a basis prohibited by applicable District or County policy,

State or Federal law, including without limitation, race, color, national origin, religion, sex, age, veteran, status, or disability.

We the undersigned hereby attest we have authority on behalf of the County and the District, respectively, to execute and abide by this agreement.

IN WITNESS WHEREOF, the undersigned execute this Agreement as of the day and year first above written.

MONTE ALTO INDEPENDENT SCHOOL DISTRICT

By: _____
Dr. Rosie Cobarrubias
Superintendent of Schools

_____ Date

HIDALGO COUNTY, TEXAS

By: _____
Richard F. Cortez, County Judge

_____ Date

ATTEST:

Arturo Guajardo, Jr., County Clerk

APPROVED AS TO FORM:
Office of Criminal District Attorney
Ricardo Rodriguez, Jr.

By: _____
Josephine Ramirez-Solis
Assistant District Attorney