

2. County will be responsible for the design, construction documents, and construction oversight for the project.

3. District will contribute fifty percent (50%) of the estimated cost identified herein Exhibit C as its share of the project expenses in the amount of *One Hundred Eighty-one thousand, eight hundred seventy-five and 93 /100ths Dollars (\$181,875.93)*. County shall invoice the District on a monthly basis for the payment of its share of the total expenses not to exceed 50% of the estimated amount of *\$181,875.93*. In calculating the amount due to the County from the District, the County shall determine the total project costs which it has made to the date of each invoice and bill the District for the same percentage amount of its commitment as has been paid by the County on the total project costs. County costs for the construction and the professional services will include all design and construction costs for the improvements in **Exhibit B**.

4. Prior to commencement of construction activities, the District will survey the location at the expense of the District.

5. County shall construct by County's own forces or by third party contractor(s) in accordance with plans and specifications prepared by an engineer all of the improvements described in Exhibit B.

6. County shall procure and install by its own forces or third-party contractor (s) sidewalks and crosswalks, the selection of which shall be ultimately determined by the County in consultation with the District.

7. Both parties acknowledge and agree to the shared access and use of the sidewalks located on the school grounds.

8. District shall be responsible to unlock and lock gates to the school grounds and the public shall have access to use the sidewalks and crosswalks while the school gates are unlocked.

9. District shall maintain the sidewalks and repairs of all said property on the District premises, including but not limited to repair/replacement of gates and fencing, landscaping and maintenance, and all other improvements during the term of this agreement.

10. County shall maintain the crosswalks and repairs of all said property on the County premises, including but not limited to repair/replacement of crosswalks, traffic signals and signage, and Right of Way Maintenance, and all other improvements during the term of this agreement.

11. The term of this Agreement commences on the effective Date and shall continue thereafter until all the obligations of both Parties have been met pursuant to this Agreement. The Agreement may be terminated by written mutual agreement of both Parties, or by either Party upon thirty days (30) written notice.

16. Both Parties agree that the schedule for completion of construction shall be on or before August 2021.

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

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

19. 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.

20. **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.**

21. 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.

22. 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
Attn: Richard Cortez, County Judge
100 East Cano, 2nd Floor / P.O. Box 1356
Edinburg, Texas 78540-0758

If to District:

Edinburg Consolidated Independent
School District
Attn: Superintendent
411 N. 8th Street
Edinburg, Texas 78540

23. This Agreement contains the entire agreement between the parties and it shall not be amended, modified, supplemented or changed in any way except by written agreement of the parties.

24. 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.

25. Should either party be in default under any of the terms of this Agreement, the non-defaulting party shall notify the defaulting party in writing and the defaulting party shall have a period of thirty (30) days from the receipt of such notice to cure the default.

26. 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.

27. Nothing in this Agreement is intended to and DISTRICT does not hereby waive, release or relinquish any right to assert any of the defenses District enjoys by virtue of the state or federal

constitution, laws, rules or regulations, and any sovereign, official or qualified immunity available to DISTRICT as to any claim or action of any person, entity, or individual against DISTRICT.

28. DISTRICT agrees to maintain liability insurance, or a reserve account, covering its activities in providing the services to the County in an amount not less than the minimum amounts prescribed by the Texas Tort Claims Act, §100.001, et seq., Texas Civil Practices and Remedies Code.

29. COUNTY agrees to maintain liability insurance or a reserve account, covering its activities in providing the services to the District in an amount not less than the minimum amounts prescribed by the Texas Tort Claims Act, §100.001, et seq., Texas Civil Practices and Remedies Code.

30. In the event District should cause, either directly or indirectly, damage, loss, destruction, liability, or claims against the County as a result of intentional conduct, negligence or otherwise, District shall hold County harmless from any and all obligations, liabilities, causes of action, lawsuits, damages, and assessments, including legal fees, etc., that result from the District's intentional actions or negligence. This clause shall survive this Agreement and be enforceable as a separate agreement in the event its survival and enforcement becomes necessary.

31. In the event County should cause, either directly or indirectly, damage, loss, destruction, liability, or claims against the District as a result of intentional conduct, negligence or otherwise, County shall hold District harmless from any and all obligations, liabilities, causes of action, lawsuits, damages, and assessments, including legal fees, etc., that result from the County's intentional actions or negligence. This clause shall survive this Agreement and be enforceable as a separate agreement in the event its survival and enforcement becomes necessary.

32. This Agreement constitutes the entire Agreement between the County and the District relating to the work herein described and supersedes any prior understanding or written or oral contracts between the parties respecting the subject matter defined herein. These are no previous or contemporary representations or warranties of the County or the District not set forth herein.

33. 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.

34. The Parties, including their contractors, subcontractors, assignees and successors in interest, ensures that no person shall on the grounds of race, religion (where the primary objective of the financial assistance is to provide employment per 42 U.S.C. §2000d-3), color, national origin, sex, age, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination or retaliation in any federally or non-federally funded program or activity when providing any services described herein under this contract/agreement.

35. 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 pursuant to the provisions of Tex. Loc. Govt. Code Ann. § 271.903 (Vernon Supp. 1995).

36. Pursuant to 2 CFR 200.236, a non-Federal entity's contracts must contain the applicable provisions described in Appendix II to 2 CFR 200-Contract Provisions for non-Federal Entity Contracts under Federal Awards. Therefore, if applicable, the provisions of Appendix II to 2 CFR 200 are attached and incorporated by reference into this County contract should it be subject to Federal award.

37. 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.

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

HIDALGO COUNTY

By: _____
Richard F. Cortez, County Judge

ATTEST:

Arturo Guajardo, Jr., County Clerk

APPROVED AS TO FORM:

Hidalgo County Criminal District Attorney's Office
Ricardo Rodriguez, Jr.

By: _____
Victor M. Garza, Assistant District Attorney

**EDINBURG CONSOLIDATED INDEPENDENT
SCHOOL DISTRICT**

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

APPROVED AS TO FORM:

By: _____
Counsel for Edinburg Consolidated I.S.D.

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

**APPROVAL OF
INTERLOCAL COOPERATION AGREEMENT PROJECT**

In accordance with Texas Government Code §791.014, the County of Hidalgo, Texas, acting by and through the Hidalgo County Commissioners Court, has been advised of a proposed project regarding the certain design and development of the **Avila-Harwell Safe Walk Community Project**, located within the boundaries of the Edinburg Consolidated Independent School District; through an Interlocal Cooperation Agreement to be entered into with the Edinburg C.I.S.D. and the County of Hidalgo.

By vote on _____, the Hidalgo County Commissioners Court has approved the Project identified above.

By: Richard Cortez, County Judge

ATTEST:

Arturo Guajardo, Jr., County Clerk

APPROVED AS TO FORM:

Hidalgo County Criminal District Attorney's Office
Ricardo Rodriguez, Jr.

By: _____
Victor M. Garza, Assistant District Attorney