

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 31st day of March, 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 Bus Parking 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:

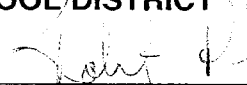
1. District agrees to utilize County materials and equipment to accomplish the Work and County agrees to perform the Work in accordance with the specifications prepared by Rio Delta Engineering. County is projecting the amount stated in numbered paragraph 4 based on County's cost for equipment, material 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 Two Hundred Twenty Four Thousand Nine Hundred Seventy Five and 93/100ths Dollars (\$224,975.93) 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.
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

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**

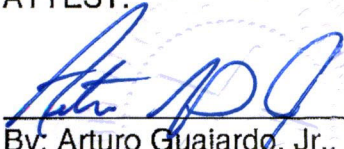
By: 
Robert Pena, Jr., Board President

HIDALGO COUNTY

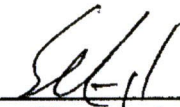
By: 
Ramon Garcia, County Judge

APPROVED BY
COMMISSIONERS' COURT
ON: 3/31/15

ATTEST:


By: Arturo Guajardo, Jr., County Clerk

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

By: 
Stephen L. Crain

APPROVED AS TO FORM:
O'Hanlon Rodriguez Betancourt & Demerath

By: _____
Renee Rodriguez Betancourt

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, County desires to assist District in certain parking lot paving projects known as the Bus Parking 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 March 31, 2015, the Hidalgo County Commissioners Court has approved the Road project identified above.

Ramon Garcia
By: Ramon Garcia, County Judge

ATTEST:

Arturo Guajardo
Arturo Guajardo, County Clerk

APPROVED BY
COMMISSIONERS' COURT
ON: 3/31/15

APPROVED AS TO FORM:

ATLAS, HALL & RODRIGUEZ, LLP

By: Stephen L. Crain
Stephen L. Crain

Rio Delta Engineering

Project Name: ECISD Academy/Transportation Dept. Paving Improvements
 Project No.: ENG 14 041

PRELIMINARY COST ESTIMATE

Date: 2/10/2015

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School Bus Parking (D)

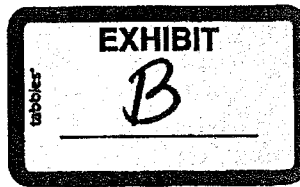
ITEM #	DESCRIPTION	QUANTITY	UNIT COST	AMOUNT
1	6" Reclaim and Rework Existing Base	13131 SY		
2	2.5" HMAC (TYPE D) - Bus Loop	13131 SY		
3	Overlay	200 SY		

Subtotal

Ag Farm Drive

ITEM #	DESCRIPTION	QUANTITY	UNIT COST	AMOUNT
1	6" Reclaim and Rework Existing Base	1486 SY		
2	2.5" HMAC (TYPE D) - Ag Farm Drive	1486 SY		

COMMISSIONER JOSEPH PALACIOS
 Hidalgo County Precinct No. 4
 Project: ECISD Bus Parking Lot Project



Location: City of Edinburg
 Date: 12/20/2014
 Estimator: Roman Rodriguez, Road and Bridge Director

IN-HOUSE CONSTRUCTION COSTS

Item	Description	Qty.	Unit	Unit Cost	Total
1	Ag Farm Drive				
2	Equipment				\$20,064.00
3	Materials				\$13,353.00
4	Labor				\$20,364.56
10	Parking Lot D				
11	Equipment				\$55,560.00
12	Materials				\$56,884.00
13	Labor				\$58,450.37
14					
15					
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17					
18					
SUBTOTAL:					\$224,675.93
MATERIAL TESTING					
CONTINGENCY					
GRAND TOTAL:					\$224,675.93

COMMISSIONER JOSEPH PALACIOS

Hidalgo County Precinct No. 4

Project: Road and Bridge Cost Break Down



Location: City of Edinburg

Date: 12/20/2014

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	Pneumatic 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		hourly	\$19.73	
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