

STATE OF TEXAS §

COUNTY OF HIDALGO §

**INTERLOCAL COOPERATION AGREEMENT BETWEEN  
MISSION CONSOLIDATED INDEPENDENT SCHOOL DISTRICT  
AND COUNTY OF HIDALGO, TEXAS**

THIS AGREEMENT is made on this the 31<sup>st</sup> day of March, 2015, by and between the **MISSION CONSOLIDATED INDEPENDENT SCHOOL DISTRICT**, hereinafter referred to as "District", and the **COUNTY OF HIDALGO, TEXAS**, hereinafter referred to as "County", pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

**WITNESSETH:**

**WHEREAS**, District is an independent school district located in Hidalgo County, Texas;

**WHEREAS**, County is a county of the State of Texas;

**WHEREAS**, County desires to broadcast recordings of the Hidalgo County Commissioners Court Meetings on the television in an effort to allow the public more opportunities to view said meetings;

**WHEREAS**, District has the capabilities and desire to assist County in providing more viewing opportunities to the public;

**NOW THEREFORE**, for and in consideration of the tasks performed by District and County and other valuable consideration the receipt and sufficiency of which are hereby acknowledged, District and County hereby agree to the following:

1. District agrees to broadcast recorded regular and special Hidalgo County Commissioners Court Meetings (collectively referred to hereafter as "Recordings") at no cost to the County.
2. County shall provide the Recordings to District in a mutually agreeable media format.
3. Recordings shall be broadcasted in their entirety on Fridays at 10:00 a.m., OR FOR A period not to exceed three hours. District shall not pre-empt any scheduled broadcast of the Recordings. In the event a Recording exceeds the maximum time allotted, District will announce at the conclusion of the time period where a viewer may view the remainder of the Recording.
4. Notwithstanding paragraph 3, in the event of an emergency, natural disaster, or other urgent situation, District, in its sole discretion, may reschedule the regular Friday broadcast. In the event a broadcast is rescheduled, District shall announce on-air at approximately the time the broadcast would take place informing viewers of a rescheduled time, if available, or other medium on which viewers may watch Recording.

5. District and County hereby agree that the term of this Agreement shall be for one (1) year and may be extended for an additional one (1) year term, unless this Agreement is terminated pursuant to the provisions herein, whichever occurs first. Either party may terminate this Agreement by providing thirty (30) days written notice
6. As a condition of this Agreement, District shall hold and maintain throughout the term of this Agreement all licenses and permits required, or which may be required by any authority during the term hereof related to the broadcasting of the Recordings.
7. As a condition of this Agreement, District shall make its best efforts to hold and maintain throughout the term of this Agreement all licenses and permits required, or which may be required by any authority during the term hereof related to the broadcasting of the Recordings. County acknowledges that licenses are issued at the discretion of the Federal Communications Commission and other authorities, and District shall not be responsible for changes in regulations affecting its licenses.
8. 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.
9. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.
10. This Agreement shall not be assignable in whole or in part by either party without prior written consent of the other party.
11. Any notice required or permitted to be given hereunder shall be in writing and shall be delivered personally or sent by certified mail, postage prepaid, as set forth below:

If to County:                   The County of Hidalgo  
  Attn: Ramon Garcia, County Judge  
  300 W. University St.  
  Edinburg, TX 78539

If to District:                   Mission Consolidated Independent School District  
  Attn: Ricardo Lopez, Superintendent  
  1201 Bryce Dr. Mission, TX 78572

12. 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 provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

13. No waiver by an party hereto of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.
14. 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. The execution and performance of this Agreement by each of the Parties have been duly authorized by all necessary laws, resolutions, ordinances or government body action, and this Agreement constitutes the valid and enforceable obligations of the Parties hereto in accordance with its terms.
16. Each party hereto is entering into this Agreement for the purpose of providing governmental services or functions and will pay for such services out of current revenues available to the paying party as herein provided.

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

COUNTY OF HIDALGO, TEXAS

Ramon Garcia  
Ramon Garcia, County Judge

ATTEST:

Arturo Guajardo, Jr.  
Arturo Guajardo, Jr., County Clerk

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

MISSION CONSOLIDATED  
INDEPENDENT SCHOOL  
DISTRICT

Ricardo Lopez  
Ricardo Lopez, Superintendent

Approved by Commissioners Court on: 3/31/15

Approved as to form:

Office of Criminal District Attorney  
Ricardo Rodriguez, Jr.

By: \_\_\_\_\_  
Name: Victor M. Garza, Assistant District Attorney