

STATE OF TEXAS §

COUNTY OF HIDALGO §

**INTERLOCAL COOPERATION AGREEMENT BETWEEN
LA JOYA INDEPENDENT SCHOOL DISTRICT, TEXAS AND
COUNTY OF HIDALGO, TEXAS**

THIS AGREEMENT is made on this the 15th day of May, 2015, by and between the **LA JOYA 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., and District shall not pre-empt any scheduled broadcast of the Recordings. In the event a Recording exceeds the maximum time allotted (if any), 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. All arrangements for on-air broadcast of the Recordings are subject to the regulations of the Federal Communications Commission (FCC), other laws governing broadcasting, and standard broadcasting practice.
6. District and County hereby agree that the term of this Agreement shall be for one (1) year and may be extended at the sole discretion of County for an additional one (1) year term, unless this Agreement is terminated pursuant to the provisions herein, whichever occurs first. Additionally, County reserves the right to extend the Agreement for an additional ninety (90) day grace period at the expiration of any term. Either party may terminate this Agreement by providing thirty (30) days written notice. In the event that District terminates this Agreement, District shall continue to provide the services herein until either an Agreement is entered into with a new provider and/or at the expiration of ninety (90) days, whichever earlier.
7. 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. County acknowledges that licenses are issued at the discretion of the Federal Communication 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: La Joya Independent School District
 Attn: Dr. Alda T. Benavides, Superintendent
 200 West Expressway 83
 La Joya, TX 78560

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

APPROVED BY
COMMISSIONERS' COURT
ON: 5/5/15

ATTEST:

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

LA JOYA INDEPENDENT
SCHOOL DISTRICT

Alda Benavides
Dr. Aida Benavides, Superintendent

Approved by Commissioners Court on: 5/5/15

Approved as to form:

Office of Criminal District Attorney
Ricardo Rodríguez

By: VM Garza
Name: Victor M. Garza
Assistant District Attorney