

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

INTERLOCAL COOPERATION AGREEMENT BETWEEN THE COUNTY OF HIDALGO AND EDINBURG CONSOLIDATED SCHOOL DISTRICT

THIS Agreement is made on this the 22nd day of October, 2019, by and between County of Hidalgo (hereinafter referred to as “County”) and the Edinburg Consolidated School District, (hereinafter referred to as “District”) collectively referred to as “the Parties”, acting under the authority granted in and in compliance with the provisions of the Texas Interlocal Cooperation Act (the “Act”), Chapter 791, Texas Government Code.

WITNESSETH:

WHEREAS, the County is a local government as defined by the Act; and

WHEREAS, the District is political subdivision organized as a Consolidated Independent School District under the laws of the State of Texas for the purpose of educating and providing other activities which assist and benefit the youth and general community with the District’s boundary; and

WHEREAS, an interlocal agreement may be entered into by any local government which includes a political subdivision, and which is defined in Section 791.003 of the Local Government Code; and;

WHEREAS, the County and District acknowledge the joint use and development of “a Community Park” tentatively known as the **Linn-San Manuel Veterans Park**, is in the best interest of the County and District and each will benefit from the mutual use and development of the premises of the “Community Park” herein contemplated as described in **Exhibit A- Project Construction Limits**; and;

WHEREAS, the County and District acknowledge that this exchange of governmental functions or services results in an exchange that fairly compensates the performing parties for the services or functions performed under this Agreement; and

NOW, THEREFORE, in consideration of the mutual promises contained herein, the Parties enter into this Agreement pursuant to the Act and agree as follows:

1. County will contract for the construction of all of the park improvements, (described in Exhibit B-Project Cost Estimate) to be constructed within the boundaries of the Linn-San Manuel Veterans Park (described in Exhibit A-Project Construction Limits). County shall be responsible for all activities related to contracting and project oversight of the construction activities.

2. County will be responsible for the payment of all design and construction vendors for the project.

3. District will contribute, as its share of the project expenses the amount of ***Eight Hundred Seventeen Thousand Five Hundred Fifteen and twelve/100ths Dollars (\$817,515.12)***. County shall invoice the District on a monthly basis for the payment of its share of the total expenses not to exceed the estimated amount of \$817,515.12. 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 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, District will relocate the existing transportation and fuel facilities/ equipment 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 procured by County all of the improvements described in Exhibit B..

6. County shall procure and install by its own forces or third-party contractor (s) one (1) playground system, the selection of which shall be ultimately determined by County in consultation with District.

7. Both parties acknowledge and agree to the shared access and use of the school entrance adjacent to the Community Park grounds. The District will provide the County with a master key to access the school entrance during the term of this agreement. The Community Park shall have scheduled hours to open for the community during weekends, summers and holidays between the hours of 6:00 a.m. to 8:00 p.m.

8. County shall be responsible to unlock gates to the Community Park at 6:00 a.m. and lock the gates at 8:00 p.m. and, during non-school hours; the County shall have access to use the Community Park grounds / fields during the term of this Agreement.

9. District shall be responsible to lock gates to the Community Park at 7:30 a.m. and unlock at 4:30 p.m. and, the District shall have access to use the Community Park grounds /fields between school hours 30 minutes prior to regular classes and 30 minutes after regular classes.

10. Both parties acknowledge that there may be instances in which both entities may wish to use this area at the same time. In that event, each entity agrees to cooperate with the respective representatives to avoid schedule conflicts. The District events will be given priority over community events. The County shall be responsible for the park reservations calendar.

11. The County during non-school hours shall have full access and scheduled use of the Community Park. The County reserves the right to limit the use, at its sole discretion, based on County functions, field wear conditions, or any other circumstances that may occur.

12. Both the County and the District will adhere to their respective alcoholic beverages policy.

13. County shall maintain the playground and parking lot of the Community Park and equipment and/or accessories and repairs of all said property on the premises, including but not limited to building maintenance, plumbing, sprinkler system repair/replacement, landscaping, fencing, security, light fixtures, and all other improvements during the term of this agreement.

14. District shall maintain the playing fields of the Community Park and all equipment and accessories of all said property on the premises will be repaired and/or replaced, including but not limited to maintenance of grounds, and all other improvements in relation to

the fields as required. The District shall procure all the necessary maintenance activities for the grounds/fields during the term of this Agreement.

15. 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 December 2020.

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 supersedes all prior agreements and understandings between the parties concerning the Tracts, 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 so 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.

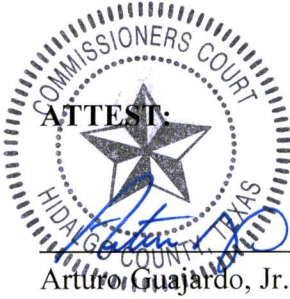
35. In the event that, during any term, hereof, the governing body of any party does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then any party may terminate this Agreement upon ninety (90) days written notice to the other party. Each of the parties hereto 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



Arturo Guajardo, Jr., County Clerk

By: Richard F. Cortez
Richard F. Cortez, County Judge

APPROVED BY
COMMISSIONERS' COURT
ON: 10/22/19

APPROVED AS TO FORM:

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

By: Victor M. Garza
Victor M. Garza, Assistant District Attorney

**EDINBURG CONSOLIDATED
INDEPENDENT SCHOOL DISTRICT**

By: _____
Print Name: Robert Pena
Title: President, Board of Trustees

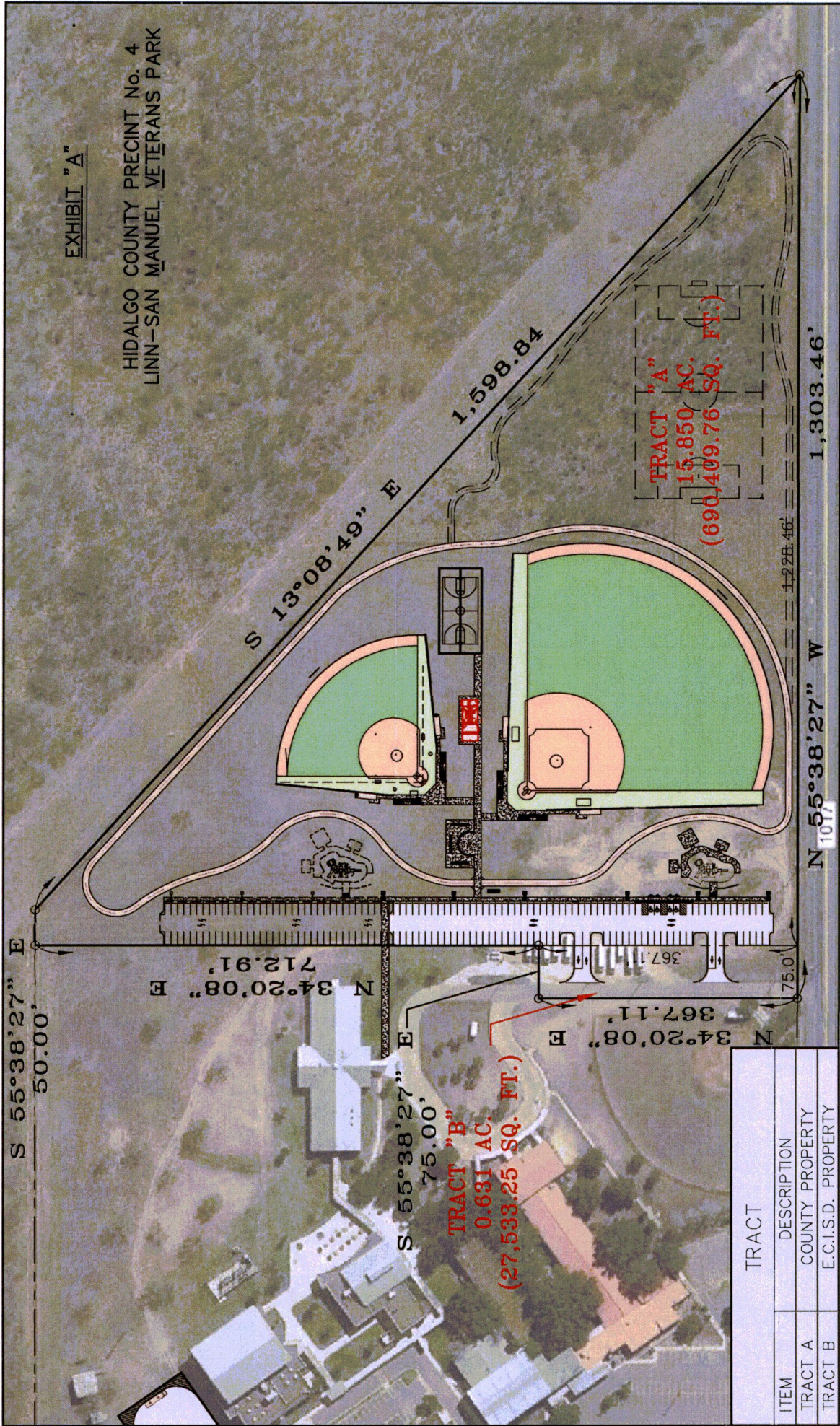
APPROVED AS TO FORM:

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

EXHIBIT A-PROJECT LIMITS

EXHIBIT "A"

HIDALGO COUNTY PRECINCT No. 4
 LINN-SAN MANUEL VETERANS PARK



ITEM	DESCRIPTION
TRACT A	COUNTY PROPERTY
TRACT B	E.C.I.S.D. PROPERTY

EXHIBIT B

PROJECT COST ESTIMATE

Project: **Linn-San Manuel Veterans Park**
 Location: **U.S. Expressway 281**
 Owner: **Hidalgo County Precinct 4**
 Type of Estimate: **Preliminary**

ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL
<u>PHASE I - Base Bid</u>					
<u>Construction Preparation</u>					
1	Preparation of Project Limits	LS	1	\$ 15,000.00	\$ 15,000.00
2	Temporary 6' construction fence	LS	1	\$ 9,500.00	\$ 9,500.00
3	SWPPP	LS	1	\$ 2,500.00	\$ 2,500.00
4	Erosion Control Devices	LS	1	\$ 1,200.00	\$ 1,200.00
5	Traffic Control Plan	LS	1	\$ 500.00	\$ 500.00
					\$ 28,700.00
<u>Baseball Field</u>					
6	Baseball Field	EA	1	\$ 40,000.00	\$ 40,000.00
7	Chain Link Fence and Gates	LS	1	\$ 25,000.00	\$ 25,000.00
8	Irrigation System	LS	1	\$ 15,000.00	\$ 15,000.00
9	MUSCO Lighting (Conduit Only)	LS	1	\$ 5,000.00	\$ 5,000.00
10	MUSCO Lighting	LS	1	\$ 180,000.00	\$ 180,000.00
11	Scoreboard Installation	EA	1	\$ 10,000.00	\$ 10,000.00
12	Score Boards	EA	1	\$ 3,765.35	\$ 3,765.35
13	Score Keeper's Crows Nest	EA	1	\$ 7,500.00	\$ 7,500.00
14	Trash Receptacles	EA	4	\$ 351.30	\$ 1,405.20
15	Trash Receptacle Installation	EA	4	\$ 300.00	\$ 1,200.00
16	Wireless Remote	EA	1	\$ 1,110.35	\$ 1,110.35
17	Batteries for Wireless Remotes	EA	1	\$ 195.35	\$ 195.35
18	Backstop Safety Netting - Nets of Texas	EA	1	\$ 18,500.00	\$ 18,500.00
19	Backstop Safety Boards	LS	1	\$ 3,000.00	\$ 3,000.00
20	Varsity Foul Pole (Softball)	EA	1	\$ 1,246.00	\$ 1,246.00
21	Bleachers	EA	4	\$ 3,561.55	\$ 14,246.20
22	21' Dugout Bench with Shelf	EA	2	\$ 1,065.35	\$ 2,130.70
23	Wood Filled Home Plate	EA	1	\$ 174.35	\$ 174.35
24	MacGreggor Double First Base	EA	1	\$ 289.55	\$ 289.55
25	Youth League Pitching Mound	EA	1	\$ 1,245.35	\$ 1,245.35
26	Major League Bases with Anchors	EA	1	\$ 273.35	\$ 273.35
27	Big League Base Plugs	EA	1	\$ 115.35	\$ 115.35
					\$ 331,397.10
<u>Softball Field</u>					
28	Softball Field	EA	1	\$ 40,000.00	\$ 40,000.00
29	Chain Link Fence and Gates	LS	1	\$ 20,000.00	\$ 20,000.00
30	Irrigation System	LS	1	\$ 10,000.00	\$ 10,000.00
31	MUSCO Lighting (Conduit Only)	LS	1	\$ 5,000.00	\$ 5,000.00
32	MUSCO Lighting	LS	1	\$ 180,000.00	\$ 180,000.00
33	Aluminum Flag Pole	EA	1	\$ 2,000.00	\$ 2,000.00
34	Score Keeper's Crows Nest	EA	1	\$ 7,500.00	\$ 7,500.00
35	Scoreboard Installation	EA	1	\$ 10,000.00	\$ 10,000.00
36	Trash Receptacles	EA	4	\$ 351.30	\$ 1,405.20
37	Trash Receptacle Installation	EA	4	\$ 300.00	\$ 1,200.00
38	Score Boards	EA	1	\$ 3,765.35	\$ 3,765.35
39	Wireless Remote	EA	1	\$ 1,110.35	\$ 1,110.35
40	Batteries for Wireless Remotes	EA	1	\$ 195.35	\$ 195.35
41	Backstop Safety Netting - Nets of Texas	EA	1	\$ 18,500.00	\$ 18,500.00
42	Backstop Safety Boards	LS	1	\$ 3,000.00	\$ 3,000.00
43	Varsity Foul Pole (Softball)	EA	1	\$ 1,246.00	\$ 1,246.00
44	Bleachers	EA	4	\$ 3,561.55	\$ 14,246.20
45	21' Dugout Bench with Shelf	EA	2	\$ 1,065.35	\$ 2,130.70
46	Wood Filled Home Plate	EA	1	\$ 174.35	\$ 174.35
47	MacGreggor Double First Base	EA	1	\$ 289.55	\$ 289.55
48	Youth League Pitching Mound	EA	1	\$ 1,245.35	\$ 1,245.35
49	Major League Bases with Anchors	EA	1	\$ 273.35	\$ 273.35
50	Big League Base Plugs	EA	1	\$ 115.35	\$ 115.35
					\$ 323,397.10
<u>Walking/Jogging Trail</u>					
51	Decomposed Granite Trail	SY	2,400	\$ 10.00	\$ 24,000.00
52	Concrete Edging	LF	5,200	\$ 7.00	\$ 36,400.00
53	Lighting	EA	20	\$ 7,000.00	\$ 140,000.00
54	Lighting (Conduit Only)	EA	20	\$ 1,200.00	\$ 24,000.00
55	Trash Receptacle Installation	EA	6	\$ 300.00	\$ 1,800.00
56	Trash Cans	EA	6	\$ 351.30	\$ 2,107.80
57	Benches including Installation	EA	6	\$ 725.87	\$ 4,355.22
					\$ 232,663.02
<u>Playscape and BBQ Area</u>					
58	Playscape	LS	1	\$ 110,000.00	\$ 110,000.00
59	Area Prep and Playscape Base (Caliche Base)	LS	1	\$ 13,700.00	\$ 13,700.00
60	Playscape Curb Edging	LF	90	\$ 10.00	\$ 900.00
61	Masonry Seating Wall	LF	60	\$ 100.00	\$ 6,000.00
62	Picnic Canopies	EA	3	\$ 4,500.00	\$ 13,500.00

63	8' Picnic Tables	EA	6	\$	700.00	\$	4,200.00
64	8' Picnic Table ADA	EA	1	\$	900.00	\$	900.00
65	Picnic Table Installation	EA	7	\$	200.00	\$	1,400.00
66	Stationary BBQ Pits (Includes 1 ADA)	EA	3	\$	239.19	\$	717.57
67	Stationary BBQ Pit Installation	EA	3	\$	200.00	\$	600.00
68	Trash Receptacles	EA	3	\$	351.30	\$	1,053.90
69	Trash Receptacle Installation	EA	3	\$	300.00	\$	900.00
70	Irrigation System	LS	1	\$	15,000.00	\$	15,000.00
71	Pedestal Drinking Fountain (non refrigerated)	EA	1	\$	4,500.00	\$	4,500.00
72	Bike Rack Installation	EA	1	\$	200.00	\$	200.00
73	Bike Racks	EA	1	\$	199.20	\$	199.20
						\$	173,770.67
	<u>Landscaping and General Irrigation</u>						
74	Landscaping	LS	1	\$	10,500.00	\$	10,500.00
75	Irrigation System Not Covered by other Bid Items	LS	1	\$	15,000.00	\$	15,000.00
						\$	25,500.00
	<u>Bathroom and Concession Stand</u>						
76	Concession/Restroom and Changing Area	LS	1	\$	110,000.00	\$	110,000.00
77	Trash Receptacles	EA	2	\$	351.30	\$	702.60
78	Cooled Drinking Fountain with Bottle Filler	EA	1	\$	1,950.00	\$	1,950.00
79	Trash Receptacle Installation	EA	2	\$	300.00	\$	600.00
80	Bronze Plaque & Installation	EA	1	\$	2,000.00	\$	2,000.00
81	4-Inch Sanitary Sewer Service	LF	200	\$	12.00	\$	2,400.00
						\$	117,652.60
	<u>Reinforced Concrete Sidewalks and Walkways</u>						
82	Overall Site Area (A)	SF	14500	\$	5.00	\$	72,500.00
						\$	72,500.00
	<u>Additional Site Improvements</u>						
83	2-inch Water Service	LF	120	\$	15.00	\$	1,800.00
84	Electrical Service - Magic Valley	LS	1	\$	30,000.00	\$	30,000.00
85	Electrical Service - Contractor	LS	1	\$	10,000.00	\$	10,000.00
86	Dumpster Enclosure	LS	1	\$	7,500.00	\$	7,500.00
						\$	49,300.00
	<u>Parking Lot</u>						
87	6" Compacted Lime Treated Subgrade	SY	3700	\$	4.00	\$	14,800.00
88	8" Compacted Flexible Base	SY	4300	\$	10.00	\$	43,000.00
89	2" Compacted Hot-Mix Asphaltic Concrete	SY	4300	\$	12.50	\$	53,750.00
90	18" Concrete Curb and Gutter	LF	1600	\$	8.00	\$	12,800.00
91	Laydown Curb	LF	80	\$	6.00	\$	480.00
92	Reinforced Concrete Drive With Apron	SF	1300	\$	5.25	\$	6,825.00
93	Painted Pave. Striping/Markings and Signage/Stops	LS	1	\$	9,500.00	\$	9,500.00
94	Lighting	EA	6	\$	7,000.00	\$	42,000.00
						\$	183,155.00
	<u>Drainage Improvements</u>						
95	15" RCP, Class III	LF	400	\$	30.00	\$	12,000.00
97	Cast in Place Reinforced Concrete SE Treatment	EA	6	\$	2,500.00	\$	15,000.00
98	Drainage Manhole	EA	1	\$	2,800.00	\$	2,800.00
99	Trench Safety System	LF	300	\$	1.40	\$	420.00
						\$	30,220.00
	<u>Drainage Master Plan</u>						
100	Detention Area Construction	LS	1	\$	7,500.00	\$	7,500.00
101	Sidewalk Drain Chutes	EA	6	\$	350.00	\$	2,100.00
102	Connect to Existing Inlet	LS	2	\$	1,500.00	\$	3,000.00
						\$	12,600.00
	<u>Monument Sign</u>						
103	Landscaping and Lighting (Conduit)	EA	1	\$	3,000.00	\$	3,000.00
104	Monument Sign	EA	1	\$	10,000.00	\$	10,000.00
105	Landscaping and Lighting (w/o Conduit)	EA	1	\$	1,000.00	\$	1,000.00
						\$	14,000.00
	<u>Basketball Court w/Pavilion</u>						
106	Pavilion Court Construction		1	\$	180,000.00	\$	180,000.00
107	90 Degree Offset Adjustable Post System	EA	4	\$	1,245.00	\$	4,980.00
108	Trash Receptacles	EA	1	\$	351.30	\$	351.30
109	Trash Receptacle Installation	EA	1	\$	300.00	\$	300.00
110	Lighting Outdoor Court	LS	1	\$	7,000.00	\$	7,000.00
						\$	192,631.30

Construction Total: \$ 1,787,486.79

Design (Civil, Architect., Structural, Irrigation)/Construction Mgmt. (8.5%) \$ 151,936.38

Topographic Surveying/Field Control: \$ 23,500.00

MEP: \$ 22,500.00

Geotechnical: \$ 7,000.00

Material Testing: \$ 27,000.00

Total Design Fees: \$ 231,936.38

Grand Total: \$ 2,019,423.17

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 Linn-San Manuel Veterans Park, 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 **October 22, 2019**, 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