

STATE OF TEXAS

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COUNTY OF HIDALGO

**INTERLOCAL COOPERATION AGREEMENT
BETWEEN CITY OF MISSION, TEXAS AND
SHARYLAND INDEPENDENT SCHOOL DISTRICT**

THIS agreement is made by and between the CITY OF MISSION, TEXAS, (hereinafter referred to as the "City") and the SHARYLAND INDEPENDENT SCHOOL DISTRICT (hereinafter referred to as the "SISD"), and collectively referred to as the "Parties", pursuant to the provisions of the Texas Interlocal Cooperation Act (the "Act"), Chapter 791 et seq., Texas Government Code, as follows:

WITNESSETH:

WHEREAS, Chapter 791 of the Texas Government Code authorizes local governments to contract with each other to provide governmental functions and services, and

WHEREAS, the City of Mission, Texas is a Texas Municipality and Home Rule City as set forth in VTCA Government Code § 791.003 (4), and

WHEREAS, the Sharyland Independent School District is a Texas School District and local governmental entity as set forth in VTCA Government Code §791.003, and

WHEREAS, the Parties are of the opinion that providing a safe and well-lighted public walking/running trail along Shimotsu Elementary (3101 San Mateo Parkway, Mission, Texas) can be facilitated by establishing a cooperative approach to the purchase, installation, construction and maintenance for (8) 285 Watt LED Floodlights on (4) concrete poles, (1) 50 kVA padmount transformer, and underground street light wire, as further identified under Exhibit A, attached hereto, and that the performance of this Agreement is in the common interest of both parties and that the division of cost fairly compensates for the division of current and future duties and obligations under this Agreement, and

WHEREAS, the parties, in performing governmental functions or in paying for the performance of governmental functions hereunder shall make that performance, or those payments from current revenues legally available to each party.

NOW THEREFORE, in consideration of the promises and mutual covenants herein contained, it is agreed, under the authority of Section 791.001 – 791.029 of the Texas Government Code, as follows:

AGREEMENT:

- 1. Recitals:** The recitals set forth above are true and correct and are incorporated herein by reference for all purposes.

2. **Purpose:** The purpose of this Agreement is to determine and allocate between the parties, responsibilities for installation and maintenance of the park improvements between the City and SISD, as further identified under Exhibit A, attached hereto.

3. **Effectiveness and Duration:** This Agreement shall begin and be effective on _____, 2024. For this Agreement to be effective, it must be approved at a public meeting and properly executed by the City and SISD, and their respective Board and/or Council.

This Agreement shall be effective for an initial term of ten (10) years. Following this initial period, this Agreement shall be extended by up to two (2) additional five (5) year periods, unless on or before 60 days before the expiration of the initial term or one of the extension periods, the City or SISD provide to the other party written notice of its desire to not automatically renew this Agreement.

4. **Installation and Maintenance:**

4.1. The City of Mission shall tender payment to the SISD in the amount of NINETEEN THOUSAND TWO HUNDRED SEVENTEEN DOLLARS, SEVENTY-SEVEN CENTS (\$19,217.77), (hereinafter referred to as City's Payment") to be applied by SISD to the payment to American Electric Power for the installation of floodlights, as further identified under Exhibit A, attached hereto.

4.2 Upon SISD's receipt of City's Payment, SISD agrees to use the City's Payment exclusively for the purchase of said floodlights to be installed at the walking/running trail along Shimotsu Elementary, as further detailed under Exhibit A, attached hereto.

4.3 If SISD does not complete the purchase and installation of the floodlights as detailed in Exhibit A within 12 months following the Effective Date of this Agreement, then SISD shall return the City's Payment to the City of Mission upon written request from the City.

4.4 SISD agrees to become the operations and maintenance authority over the floodlights as installed. SISD's maintenance responsibilities shall include, but not limited to, preventative maintenance (periodic inspection, service and routine repairs) and other basic maintenance functions.

5. **Nature of Relationship.** Nothing contained in this Agreement shall be deemed or constructed to create the relationship of principal and agent or that of partnership or joint venture or any association between the Parties, and any intention to create a joint venture or partnership relationship between the Parties hereto is hereby expressly disclaimed. No provision contained in this agreement, nor any acts of the Parties hereto shall be deemed to create any relationship between City and SISD other than what is specifically described within the agreement.

6. **Immunities.** The parties to this Agreement agree that each party, each through its officials, employees, and agents, shall be responsible for its own negligent acts or omissions or other tortious

conduct in the course of the event permitted under this Agreement, without waiving any sovereign or governmental immunity available to any party under Texas law and without waiving any available defenses under Texas law. Nothing in this paragraph shall be construed to create or grant any rights, contractual or otherwise, in or to any third persons or entities.

7. Conflict of 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 the Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

8. 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 agreement or representative) and representation or agreement in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by the City and SISD, and not otherwise.

9. TEXAS LAW TO APPLY: THIS AGREEMENT SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, AND ALL OBLIGATION OF THE PARTIES CREATED HEREUNDER ARE PERFORMABLE IN HIDALGO COUNTY, TEXAS. THE PARTIES HEREBY CONSENT TO PERSONAL JURISDICTION IN HIDALGO COUNTY, TEXAS.

10. Notice: Except as maybe otherwise specifically provided in this Agreement, all notices, demands, requests or communication required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to City: City of Mission
Randy Perez, City Manager
1201 E. 8th St
Mission, Texas 78572

With Copy to:
City Attorney's Office
Victor A. Flores, City Attorney
1201 E. 8th St
Mission, Texas 78572

If to SISD: Sharyland Independent School District
Dr. Maria M. Vidaurri, Superintendent
1200 North Sharyland Road
Mission, Texas 78572

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee, or, if mailed, at such time as it is deposited in the United States mail.

11. Additional Documents: 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.

12. Successors. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

13. Assignment: This Agreement shall not be assignable.

14. Headings. The headings and captions contained in this Agreement are solely for the convenience reference and shall not be deemed to affect the meaning or interpretation of any provision of paragraph hereof.

15. Authority to Execute. The execution and performance of this Agreement by the City and SISD have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of the City and SISD in accordance with its terms.

(Signature Page to Follow)

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

APPROVED BY SHARYLAND INDEPENDENT SCHOOL DISTRICT BOARD OF TRUSTEES ON January 22, 2024, 2024.

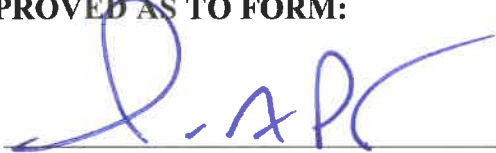
Agenda Item No. 10 H

SHARYLAND INDEPENDENT SCHOOL DISTRICT



JOSE "PEPE" GARCIA, PRESIDENT

APPROVED AS TO FORM:

By: 

Name: Ivan Perez
Attorney for Sharyland Independent School District

APPROVED BY THE MISSION CITY COUNCIL ON _____, 2024.

Agenda Item No. _____

CITY OF MISSION:

NORIE GONZALEZ-GARZA, MAYOR

ATTEST:

Anna Carillo, City Secretary

APPROVED AS TO FORM:

Robert Galligan, Interim City Attorney

Please send signed agreement to:
American Electric Power
Attn: CIAC Admin Pharr North SC
5700 N Cage Blvd
Pharr, TX 78577-7921

Company No: 211

Bill To:
CITY OF MISSION
2801 N. HOLLAND AVE
Mission, TX 78574

Contract No: DWMS00000574584
Date: 8/4/2023

PRO FORMA

Customer No: 11278837
Purchase Order: 85601850

Description	Quantity	UOM	Init Amt	Net Amount
Job involves the installation of 8-285 Watt LED Floodlights on 4 concrete poles. Job also includes the installation of a new 50 kVA padmount transformer, and urd street light wire. City of Mission, Texas - Lights are located behind Shimotsu Elementary (3101 San Mateo Pkwy) - Ruben Cantu	1.0	EA	19,217.77	19,217.77

Amount Due: 19,217.77

Agreement instructions:

Step 1: A signed agreement is required regardless of how payment will be made. Email your signed agreement to your AEP Representative.

Step 2: Once the agreement has been processed, your AEP Representative will provide you with an invoice (this may take 3-5 business days).

Step 3: Follow payment instructions on bottom of invoice or customer payment option handout provided by your AEP representative.

AEP Texas

**Contribution-In-Aid-Of-Construction Agreement
For Electric Distribution Service**

CITY OF MISSION
Service: 3101 SAN MATEO RD
MISSION, TX

Mailing: 2801 N. HOLLAND AVE
Mission, TX 78574

Contract #: DWMS00000574584 Work Request #: 85601850

Date: 8/4/2023

You, CITY OF MISSION (Customer) have requested AEP Texas (Company) to install/construct certain electric distribution facilities (hereinafter referred to as "Facilities") as follows: Job involves the installation of 6-285 Watt LED Floodlights on 4 concrete poles. Job also includes the installation of a new 50 kVA padmount transformer, and urd street light wire. City of Mission, Texas - Lights are located behind Shimotsu Elementary (3101 San Mateo Pkwy) - Ruben Cantu

The cost for construction/installation of the requested Facilities will be in excess of what would normally be provided by Company at no additional cost to the Customer to initiate service. In accordance with the Company's approved Tariff, as filed with the Public Utilities Commission of Texas, the Customer agrees to pay Company a one-time, non-refundable, Contribution-In-Aid-Of-Construction (CIAC) in the amount of 19,217.77. The Customer understands that he/she receives no ownership or control of the Facilities by virtue of the payment of the CIAC. The Facilities installed by the Company will remain the property of the Company. The Company expressly retains the right to use said Facilities for any purpose which Company deems appropriate under good utility practices, including the distribution of electric service to other customers.


Company agrees to build and maintain all electrical equipment, and the Customer agrees to provide pay in full ciac prior to releasing job to construction and to be ready to take electric service on or before 08/02/2023.

It is understood and agreed that the Company will not begin construction/installation of the Facilities until full payment of the CIAC has been received by the Company; therefore, Customer understands and agrees that he/she needs to make full payment of the CIAC in sufficient time to allow for the construction/installation to be completed by the In Service Date.

The pricing of the CIAC quoted herein is based on the specifics of the Customer's request, including the Customer's stated In Service Date, and must be accepted by the Customer by executing and returning to the Company this Agreement by 11/2/2023 to remain valid. Should Customer alter the request for facilities, or request a delay in (or is otherwise unable to take service by) the stated In Service Date, the Company reserves the right to update the pricing and require an additional CIAC payment to reflect any increases in cost due to the alteration in requested facilities or the delay in taking service, or both.

Nothing contained herein shall be construed as a waiver or relinquishment by Company of any right it has or may hereafter have to discontinue service for default in the payment of any bill owing or to become owing hereunder or for any reason or cause allowed by law.

By signing and returning this Agreement, Customer understands and accepts the above described terms and conditions

Customer
By City of Mission
Signature: 
Title: E.I.T
Date: 8/4/23

Company
By _____
Signature: _____
Title: _____
Date: _____

WR: 85601850
Easement #: N/A

Reference Location
Latitude: 26.1659
Longitude: -98.3004

2
 48704794495741
 Install New
 35FT Concrete Pole
 With Two Position
 Floodlight Bracket
 DS1440-D
 Install 2- New
 285W LED Floodlights

3
 48702314495915
 Install New
 35FT Concrete Pole
 With Two Position
 Floodlight Bracket
 DS1440-D
 Install 2- New
 285W LED Floodlights

1
 48701914495624
 Install New
 35FT Concrete Pole
 With Two Position
 Floodlight Bracket
 DS1440-D
 Install 2- New
 285W LED Floodlights

1
 48699464495665
 Install New
 50KVA-120-240V
 Xfmr
 SN#
 DS2205

4
 48699614495804
 Install New
 35FT Concrete Pole
 With Two Position
 Floodlight Bracket
 DS1440-D
 Install 2- New
 285W LED Floodlights

Existing 9 Switchgear
 48697924495548
 5G49
 SW 3S-1F
 600 GOAB ABC
 SW NC
 600 GOAB ABC
 SW NC
 600 GOAB ABC
 SW NC

Note to Crew:
 -Update each pole ID tag with correct 14 digit GPS location number marked in **RED** which matches the XY coordinates obtained by GPS. **Blue** numbers refer to previous location ID
-CUSTOMER-CITY OF MISSION TEXAS-EDGAR GONZALEZ-956-426-5270-CIAC'S 19.217.77
-SERVICE CREW LEADER-ARMANDO MORALES-956-460-3328

COLOR CODE LEGEND
RED -New Facilities
GREEN -Existing/Transfer Facilities
BLUE -Facilities to Be Removed

Job Description: CUSTOMER SERVICE-CI-NEW SERVICE	
Customer: EDGAR GONZALEZ	Date Completed: 8/2/2023
Location: 175 3101 SAN MATEO RD	County: HIDALGO
District: 175 - Mission	Crew HQ: 11712
Circuit / Station: SH112 / TAYLOR	Phases: ABCN
Drawn By: Raben Canu	OWR: N/A
Office #: 956-342-4724	ESID: 100327894
Issued for:	Scale: 1"=100'
	Page 1 of 1



Final

Rev: N/A