

STATE OF TEXAS }
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COUNTY OF EL PASO

**INTERLOCAL AGREEMENT
BETWEEN EL PASO COUNTY TEXAS AND
SOCORRO INDEPENDENT SCHOOL
DISTRICT RELATED TO THE EXTENSION
OF BOB HOPE DRIVE AND PROVISION OF
STORM WATER FACILITES**

THIS AGREEMENT entered into this ____ day of _____, 2021, between Socorro Independent School District, (“DISTRICT,”) and El Paso County, Texas, (“COUNTY”).

WHEREAS, Texas Government Code, Chapter 791, authorizes local governments of the state to enter into contracts for governmental functions and services to increase their efficiency and effectiveness; and

WHEREAS, the COUNTY and the DISTRICT are local governments as defined in Texas Government Code, Section 791.003(4), have the authority to enter into this Agreement, and have each entered into this Agreement by the action of its governing body in the appropriate manner prescribed by law, and the COUNTY approved a resolution as required by Texas Government Code, Section 791.014; and

WHEREAS, the COUNTY and the DISTRICT specify that each party paying for the performance of said functions of government shall make those payments from current revenues available to the paying party;

WHEREAS, the DISTRICT and the COUNTY desire to join efforts to develop the area served by Bob Hope Drive and provide viable and necessary storm water improvements and ponding areas to address development within the County; and

WHEREAS, by combining resources, the COUNTY and the DISTRICT may complete the necessary development of Bob Hope Drive and address storm water and ponding needs associated with development within the County and accomplish these tasks and functions more economically and beneficially to residents of their respective jurisdictions than with each entity acting alone; and

WHEREAS, it is the intention and mutual desire and purpose of the Parties that the DISTRICT will convey to the COUNTY 1) a parcel of land necessary for the extension and improvement of Bob Hope Drive; 2) a parcel of land to adjacent to Bob Hope Drive in order to contain the storm water drainage from Bob Hope Drive; and 3) an approximately 2 acre parcel proximate to Pellicano Drive which will be used for storm water ponding purposes; and

Whereas, in return for the conveyance of the above-described parcels, the COUNTY will provide design and construction of the extension of Bob Hope Drive and improvement of storm water facilities drainage and retention pond facilities as described in the attached exhibits and;

WHEREAS, the District and the County each believe the exchange fairly compensates each of them for the benefits given and received; and

WHEREAS, it is necessary and in the best interests of the DISTRICT and the COUNTY to combine their resources for the mutual benefit of their constituents;

NOW THEREFORE, in consideration of the premises, and of the terms, provisions, and mutual promises herein contained which fairly compensate the performing party, it is mutually agreed as follows:

1.0 DISTRICT DUTIES

- 1.1 The DISTRICT will donate, convey, dedicate and exchange the necessary right-of-way and land to the County 1) for construction of the roadway necessary for the extension of Bob Hope Drive and 2) land necessary for storm water drainage and ponding area improvements as shown on Exhibit A to this Agreement (collectively referred to as the “Bob Hope Project”).
- 1.2 The DISTRICT’s donation and dedication of land for the Bob Hope Project and the below described Pellicano Project shall be coordinated between the COUNTY and DISTRICT during the design of the Bob Hope Project.
- 1.3 The DISTRICT will donate, convey, dedicate and exchange to the COUNTY an approximately 3.214 acre parcel of land as further described in Exhibit B to this Agreement. This parcel will be used for retention and management of storm waters (the “Pellicano Project”).
- 1.4 The DISTRICT will convey the above described parcels to the COUNTY in exchange for the design and construction of the Bob Hope Project as further described below and shown in Exhibit A and the future improvements to the Pellicano ponding area.
- 1.5 All roadway design elements, including alignments and elevations, will be coordinated with the DISTRICT, their consultants and the COUNTY.
- 1.6 The DISTRICT will grant the COUNTY construction easements as necessary for the construction of the roadway.
- 1.7 The anticipated design and location of the Bob Hope Project is set forth in the attached Exhibit “A.”
- 1.8 The DISTRICT will enter into a separate contract with the COUNTY for donation and conveyance of the land with each party assuming the usual fees and costs for buyers and sellers. District shall furnish to County at District’s expense an owner policy title of insurance for the donated parcels through a title company to be agreed upon by the District and County.

2.0 COUNTY DUTIES

- 2.1 In return for the District’s donation of the required land parcels, the COUNTY will allocate funds necessary for the design, construction and completion of the entire extension of Bob Hope Drive as shown on Exhibit “A”. In addition the County shall use the parcel donated by the District for the Pellicano Project for a storm water retention project to designed and constructed by the County.
- 2.2 The COUNTY shall be solely responsible for all costs, expenses, contracts, contract management and project management for the extension of Bob Hope Drive made

the subject of this agreement but shall ensure the DISTRICT is included in all design phases that affect DISTRICT property.

- 2.3 The COUNTY anticipates the design of the Bob Hope extension contemplated by this Agreement to commence in February of 2021. Design of the Project shall utilize County funding, while construction is anticipated to be funded through the El Paso Metropolitan Planning Organization.
- 2.4 All roadway design elements, including alignments and elevations, will be coordinated with the DISTRICT, their consultants and the COUNTY.
- 2.5 The County will enter into a contract with the District for donation and conveyance of the land with each party assuming the usual fees and costs for buyers and sellers. Closing shall be at a title company to be agreed upon by the District and County. I

3.0 MISCELLANEOUS

- 3.1 This Agreement is contingent upon the COUNTY securing funding for its obligations in this Agreement. In the event the COUNTY does not receive the necessary funding from the Metropolitan Planning Organization, the COUNTY will use reasonable good faith efforts to secure other funding to complete the Bob Hope Project. Delay in or failure by the County to receive construction funding from the Metropolitan Planning Organization could result in delay of or the cancellation of the Bob Hope Project.
- 3.2 **Term.** This Agreement shall become effective upon execution by both parties and shall remain in effect until a Certificate of Construction Completion Form has been signed by the COUNTY and the DISTRICT and the COUNTY has received notice of and verified completion of the Bob Hope Project and the necessary dedication of land from the DISTRICT is completed.
- 3.3 **Conflict with Applicable Law.** Nothing in this Agreement shall be construed to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any applicable law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment, contrary to which the parties have no legal right to contract, the latter shall prevail. The Agreement shall be modified only to the extent necessary to conform to the Agreement to the applicable law and bring them within the legal requirements and only during the time such conflicts exists.
- 3.4 **No Waiver.** No waiver by any party 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.
- 3.5 **Entire Agreement.** This Agreement contains the entire contract among the parties, and each party acknowledges that no other party has made (either directly or through any agent or representative) any representation or Agreements in

connection with this Agreement not specifically set forth in this Agreement. This Agreement may be modified or amended only by Agreement in writing executed by the DISTRICT and COUNTY, and not otherwise.

- 3.6 **Texas Law to Apply.** 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 El Paso County, Texas.
- 3.7 **Notice.** Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communications required or permitted under this Agreement shall be in writing and shall either be (i) personally delivered against a written receipt, (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 specified by written notice delivered in accordance with this Agreement:

If to DISTRICT:

If to COUNTY: El Paso County Judge
500 E. San Antonio Ave. Suite 301
El Paso, Texas 79901

With copy to: County Attorney
500 E. San Antonio Avenue, Suite 503
El Paso, Texas 79901

Public Works Department
Attention: Norma R. Palacios
800 E. Overland, Suite 407
El Paso, Texas 79901

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.

- 3.8 **Additional Documents.** The parties 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.
- 3.9 **Assignment.** This Agreement shall not be assignable.
- 3.10 **Authority to Execute.** The execution and performance of this Agreement by each of the parties have been duly authorized by all necessary law, resolutions,

ordinances or government body action, and this Agreement constitutes the valid and enforceable obligations of the parties in accordance with its terms.

- 3.11 **Commitment of Current Revenues Only.** In the event that the governing body of any party does not appropriate sufficient funds to meet of 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 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
- 3.12 **Severability.** Should any phrase, clause, sentence or section of this Agreement be judicially declared to be invalid, unenforceable or void, such decision will not have the effect of invalidating or voiding the remainder of this Agreement, and such part of this Agreement will be deemed to have been stricken and the remainder of this Agreement will have the same force and effect as if such part or parts had never been included.

SOCORRO INDEPENDENT SCHOOL DISTRICT

Cynthia Ann Najera
President SISD Board of Trustees

Paul Guerra
Secretary SISD Board of Trustees

Steven J. Blanco
Attorney for the District

EXECUTED THIS _____ day of _____, 2021.

THE COUNTY OF EL PASO TEXAS

Ricardo A. Samaniego
El Paso County Judge
County of El Paso Texas

EXECUTED THIS _____ day of _____, 2021.

Approved as to Form Only
Erich A. Morales
Assistant County Attorney

RESOLUTION

RELATING TO IMPROVEMENTS TO BOB HOPE DRIVE AND STORMWATER FACILITIES

A RESOLUTION OF THE COMMISSIONERS COURT OF EL PASO COUNTY,
TEXAS,

Authorizing the execution of an Interlocal Agreement with Socorro Independent School District for the extension of Bob Hope Drive and the construction and improvement of storm water drainage facilities and approving the project.

WHEREAS, El Paso County, Texas (the "County") and the Socorro Independent School District (the District) are local governments pursuant to the Interlocal Cooperation Act, Texas Government Code Section 791.1 et seq.; and

WHEREAS District and the County wish to enter into an Interlocal Agreement Between the County and the District for 1) the extension of Bob Hope Drive located proximate to the intersection of Sunfire Drive, and 2) for the construction and improvement of storm water drainage facilities in the un-incorporated area of El Paso; and

WHEREAS; the District will provide real property in exchanges for the County designing and constructing the improvements; and

WHEREAS, the Commissioners Court of El Paso County, Texas finds that the approval of the described project and the proposed Interlocal Agreement are in the public interest and will increase the efficiency and effectiveness of county government;

NOW, THEREFORE BE IT RESOLVED BY THE COMMISSIONERS COURT OF EL PASO COUNTY, TEXAS:

1. The findings and recitations set out in the preamble to this Resolution are found to be true and correct and the findings and recitations are adopted by the El Paso County Commissioners Court and made a part of this Resolution for all purposes.
2. The El Paso County Commissioners Court approves of the project described above and authorizes a contract to be entered into with the Socorro Independent School District for the purpose of facilitating this project in substantially the form which is attached to and made a part of this Resolution.

ADOPTED AND APPROVED THIS THE DAY OF _____, 2021.

ATTEST:

El Paso County Texas

By _____
County Clerk, Delia Briones

By _____
County Judge, Ricardo A. Samaniego

APPROVED AS TO FORM

By _____
Erich A Morales

