

**AI-7174**

**4.**

**IBWC Levee Reconstruction Project  
DRAINAGE DISTRICT**

Date: 12/26/2007  
Submitted By: Sylvia Sanchez, DRAINAGE DISTRICT  
Submitted For: Sylvia Sanchez  
Department: DRAINAGE DISTRICT

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Information

**CAPTION**

Discussion & Action regarding revised specifications for IBWC Levee Reconstruction Project.

**BACKGROUND**

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Fiscal Impact

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Attachments

*No file(s) attached.*

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Form Routing/Status

<b>Route Seq</b>	<b>Inbox</b>	<b>Approved By</b>	<b>Date</b>	<b>Status</b>
1	Budget & Management	Dina Trevino	12/20/2007 10:07 AM	APRV
2	Court Administrator	Monica Badillo	12/20/2007 10:18 AM	APRV

Form Started By: Sylvia Sanchez  
Started On: 12/18/2007 03:10 PM  
Final Approval Date: 12/20/2007

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**AI-7162**  
**interlocal**  
**DRAINAGE DISTRICT**

**5.**

Date: 12/26/2007  
Submitted By: Sylvia Sanchez, DRAINAGE DISTRICT  
Submitted For: Sylvia Sanchez  
Department: DRAINAGE DISTRICT

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Information

CAPTION

Approval of Interlocal Cooperation Agreement between Hidalgo County Drainage District #1 and Hidalgo County.

BACKGROUND

As it relates to IT, Insurance, County Treasurer & Budget & Management and Right of Way Department.  
Steve Crain preparing Interlocal Agreement

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Fiscal Impact

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Attachments

Link: [amendment](#)

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Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	12/20/2007 10:05 AM	APRV
2	Court Administrator	Monica Badillo	12/20/2007 10:18 AM	APRV

Form Started By: Sylvia Sanchez  
Started On: 12/17/2007 04:30 PM  
Final Approval Date: 12/20/2007

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**STATE OF TEXAS           §**

**COUNTY OF HIDALGO   §**

**AMENDMENT TO INTERLOCAL COOPERATION AGREEMENT**

This Amendment to Interlocal Cooperation Agreement is entered into by and between Hidalgo County Drainage District No. 1 (“District”) and Hidalgo County (“County”);

WHEREAS, on the 20<sup>th</sup> day of September, 2005, the District entered into an Interlocal Cooperation Agreement (the “Agreement”) with County for accounting and procurement services to be provided to District by County; and

WHEREAS, the parties have mutually agreed to delete certain services provided District by County, add certain services provided to District by County, revise the compensation to County from District for such services, and to continue the Agreement under all other terms, conditions and covenants contained therein.

NOW THEREFORE, for the mutual consideration expressly herein, District and County agree as follows:

1. The provisions of the paragraph 1.C., 1.D., 1.E and 1.F of numbered paragraph 1 of the Agreement are hereby deleted in their entirety and paragraphs G. and H. of numbered paragraph 1 are re-lettered as paragraphs C. and D.
2. District and County entered into that certain Interlocal Cooperation Agreement dated December 28, 2006 (“Right of Way Agreement”) which the District and County terminates by this Amendment on even date herewith. The following provision is added to the Agreement as paragraph 1.E:

The County, through its Right of Way Department (the “Department”), shall assist the District with compliance and interpretation of procedures for right of way and real property acquisitions and all property acquisitions and real estate matters shall be conducted in the usual and customary manner of the Department on an as needed basis.

3. The provisions of paragraph A of Exhibit A to the Agreement is hereby deleted in its entirety and replaced with the following:

- A. For performing the duties set forth in numbered paragraph 1 under this Agreement, District agrees to compensate County at hourly rates as may from time to time be agreed by District and County but in no event shall the total compensation paid by District under this Agreement in any twelve month period exceed the sum of One Hundred Thousand Dollars (\$100,000.00). Such agreed to hourly rates shall be in writing, signed and dated by the manager of the District and the department head of the department of County furnishing such services. The department head shall compute the hourly rates such that County receives no less than the actual cost to County of the services provided.

4. All other terms, conditions and covenants set forth in the Engineering Agreement shall remain in force and effect.

**EXECUTED** on the \_\_\_\_\_ day of \_\_\_\_\_, 2007.

**HIDALGO COUNTY DRAINAGE DISTRICT NO. 1:**

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**Juan De Dios Salinas, III**  
**Chairman Board of Directors**

**HIDALGO COUNTY:**

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**Juan De Dios Salinas, III**  
**County Judge**