

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

**AMENDMENT AND JOINDER AGREEMENT TO THE
INTERLOCAL COOPERATION AGREEMENT
BETWEEN HIDALGO COUNTY, HIDALGO COUNTY DRAINAGE DISTRICT NO. 1,
THE CITY OF PALMHURST TEXAS, THE CITY OF MISSION, TEXAS AND
MISSION CONSOLIDATED INDEPENDENT SCHOOL DISTRICT**

This AMENDMENT TO INTERLOCAL COOPERATION AGREEMENT BETWEEN HIDLAGO COUNTY (the "County"), HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 (the "Drainage District"), THE CITY OF PALMHURST, TEXAS ("Palmhurst"), THE CITY OF MISSION, TEXAS ("Mission") and MISSION CONSOLIDATED INDEPENDENT SCHOOL DISTRICT ("MCISD") (the "Amendment"), effective the _____ day of _____ 2008, is made pursuant to the Texas Interlocal Cooperation Act, as follows:

WHEREAS, on or about _____ 2008, the County, Drainage District, Mission, Palmhurst and MCISD entered into an Interlocal Cooperation Agreement ("Interlocal Agreement") in which the County and Drainage District agreed to make road and drainage improvements to Troser Road and Holland Road;

WHEREAS, MCISD should be made a binding party to the Interlocal Cooperation Agreement as described therein;

WHEREAS, the Interlocal Cooperation Agreement failed to identify MCISD's agreement to pay all necessary engineering fees associated with the road and drainage improvements described in the Interlocal Cooperation Agreement;

WHEREAS, the County, Drainage District, Palmhurst, Mission and MCISD now desire to amend the Interlocal Cooperation Agreement as hereinafter provided.

NOW THEREFORE, for and in consideration of the tasks performed by the parties and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, and this mutually agreed upon Amendment to the Interlocal Cooperation Agreement, the County, Drainage District, Palmhurst, Mission and MCISD hereby agree to the following amendments to the Interlocal Cooperation Agreement:

1. Add Paragraph 3-A immediately after Paragraph 3 to read as follows:

MCISD agrees to pay all necessary engineering fees for the drainage improvements and road improvements described herein.

2. MCISD hereby joins the other parties to the Interlocal Cooperation Agreement attached hereto as Exhibit "A":
3. Except as modified herein, all terms and conditions of the Interlocal Agreement, as amended, remain in full force and effect and the County, Drainage District, Palmhurst, Mission and MCISD ratify and confirm the terms and provisions of the Interlocal Agreement as amended.

EXECUTED IN DUPLICATE ORIGINALS and effective as of the day and year first written above.

CITY OF MISSION

Norberto Salinas, Mayor

ATTEST:

City Secretary

CITY OF PALMHURST

Ramiro Rodriguez, Mayor

ATTEST:

City Secretary

HIDALGO COUNTY

J.D. Salinas III, County Judge

ATTEST:

Arturo Guajardo, Jr., County Clerk

**HIDALGO COUNTY DRAINAGE
DISTRICT NO. 1**

Godfrey Garza, Executive Director

**MISSION CONSOLIDATED
INDEPENDENT SCHOOL DISTRICT**

Raymond Longoria, President
Board of Trustees

APPROVED AS TO FORM:

Atlas & Hall, L.L.P.

By: _____
Stephen L. Crain



STATE OF TEXAS §
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**INTERLOCAL COOPERATION AGREEMENT
BETWEEN HIDALGO COUNTY, HIDALGO COUNTY DRAINAGE DISTRICT NO. 1,
THE CITY OF PALMHURST TEXAS, THE CITY OF MISSION, TEXAS AND
MISSION CONSOLIDATED INDEPENDENT SCHOOL DISTRICT**

THIS Agreement is made on this the ____ day of _____, 2008, by and between the **HIDLAGO COUNTY** (the "County"), **HIDALGO COUNTY DRAINAGE DISTRICT NO. 1** (the "Drainage District"), **THE CITY OF PALMHURST, TEXAS** ("Palmhurst"), **THE CITY OF MISSION, TEXAS** ("Mission") and **MISSION CONSOLIDATED INDEPENDENT SCHOOL DISTRICT** ("MCISD") pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WITNESSETH:

WHEREAS, Palmhurst is a General Law A municipality located in Hidalgo County, Texas;

WHEREAS, Mission is a Home Rule Municipality located in Hidalgo County, Texas;

WHEREAS, County is a county in the State of Texas;

WHEREAS, MCISD is a consolidated independent school district in the State of Texas;

WHEREAS, Drainage District is a Drainage District lawfully created under the laws of the State of Texas;

WHEREAS, Hidalgo County desires to make improvements to Trosper Road, a County road, from 3 Mile Line Road to 2 Mile Line Road of which approximately six hundred feet are within the city limits of Palmhurst and also desires to improve Holland Road from 2 Mile Line Road to the south a distance of Six Hundred and Fifty Eight Feet (658') which lies within the City of Mission;

WHEREAS, it would serve a legitimate County purpose to make road improvements described above within the city limits of Palmhurst because such road improvements would serve as an integral part of or a connecting link to other County roads;

WHEREAS, the Drainage District desires to simultaneously make drainage improvements to Trosper Road from 2 ½ Mile Road to 2 Mile Line Road, a distance of One Thousand Four Hundred and Seventy Five Feet (1475');

WHEREAS, the Drainage District finds it necessary to make additional drainage

improvements along Holland Road a distance of Six Hundred and Fifty Eight Feet (658') from 2 Mile Line Road to the south within the city limits of Mission in order to direct and divert storm water runoff to a point in which it can connect to the City's drainage system which ultimately drains into the Drainage District's Mission Inlet;

WHEREAS, MCISD is constructing a new school in the vicinity of Trosper Road and would greatly benefit from the road improvements made to Trosper Road and Holland Road and desires to assist the County by providing all necessary engineering for the road improvements and desires to assist the Drainage District by providing all necessary engineering for the drainage improvements described above;

WHEREAS, in accordance with Texas Transportation Code Section 251.012, with the approval of the governing body of Palmhurst and Mission, the Commissioners Court of the County may expend county funds to finance the construction, improvement, maintenance or repair of a street located within their respective municipalities if the Commissioners Court finds that the County will receive benefits as a result of the work;

WHEREAS, Palmhurst, Mission, MCISD, County and the Drainage District are authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act, Texas Gov't Code 791.001 et seq., which authorizes local governments to contract with each other to perform governmental functions and services under the terms of the Act.

NOW, THEREFORE, the County, the Drainage District, Palmhurst, Mission and MCISD, in consideration of the mutual covenants expressed hereinafter, agree as follows:

1. County shall overlay and make road improvements to Trosper Road between Three Mile Line Road and Two Mile Line Road and to an additional Six Hundred and Fifty Eight Feet (658') of Holland Road from Two Mile Line Road to the south.
2. The County, by and through its employees, contractors, subcontractors and representatives shall be authorized by Mission and Palmhurst to enter Trosper Road and Holland Road to perform the work described in paragraph 1 above.
3. The Drainage District shall make drainage improvements more particularly described in Exhibit "A" along Trosper Road from the city limits of Palmhurst (approximately 600' from Three Mile Line Road) to Two Mile Line Road and along Holland Road an additional Six Hundred and Fifty Eight Feet (658') from Two Mile Line Road to the south. The Drainage District shall be responsible for connecting the new drainage improvements along Trosper Road and Holland Road to the city's storm water drainage system which ultimately drains into the Drainage District's Mission Inlet.
4. The Drainage District, by and through its employees, contractors, subcontractors and representative shall be authorized by Mission to enter Holland Road to perform the work described in paragraph 3 above and shall utilize its own equipment and

materials to provide the drainage improvements.

5. The Drainage District shall pay for drainage improvements in an amount not to exceed Two Hundred and Sixty Four Thousand Seven Hundred and Seventy One Dollars and no/100ths (\$264,771.00) as described in Exhibit "A".
6. Palmhurst, Mission and MCISD agree to hold the County and Drainage District harmless for any liability, damages and/or costs arising out of the road and drainage improvements described herein.
7. The parties agree that the County and Drainage District shall have no further responsibility with regard to the construction, reconstruction, maintenance or supervision of the road or drainage improvements that are within the cities of Mission or Palmhurst after the work is completed and at which time, the County and Drainage District shall be released of all duties imposed by this Agreement.
8. County and Drainage District will coordinate work schedules in order to provide for minimal disruption of traffic and operation of the roads described herein.
9. County agrees to provide such services, equipment and materials necessary to make the road repairs and improvements as described herein, within the city limits of Palmhurst and Mission no later than December 31, 2008.
10. Each party agrees to conform to its own applicable purchasing laws, regulations, policies, and procedures with respect to the portion of the work under this Agreement performed by each party.
11. **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 and 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 this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.
12. **No Waiver:** No waiver by any party hereto of any breach of any provision of the Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.
13. **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 agent 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 Palmhurst,

Mission, County, Drainage District and MCISD, and not otherwise.

14. **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.
15. **Notice.** Except as may be 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 Palmhurst: City of Palmhurst
 Attn: City Manager
 4417 N. Shary Road
 Palmhurst, Texas 78574

If to Mission: City of Mission
 Attn: Beto Salinas, Mayor
 1201 E. 8th Street
 Mission, Texas 78572

If to MCISD: Mission Consolidated School District
 Attn: Oscar Rodriguez, Jr., Superintendent
 1201 Bryce Drive
 Mission, Texas 78572

If to County: Hidalgo County, Texas
 Attn: J.D. Salinas III, County Judge
 P.O. Box 758
 Edinburg, Texas 78540-0758

Hidalgo County Drainage District No. 1
Attn: Godfrey Garza
902 North Doolittle
Edinburg, Texas 78539

with copy to : Joe Flores, Commissioner, Precinct No. 3
 P.O. Box 607
 Mission, Texas 78573

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.

16. **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.
17. **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.
18. **Assignment.** This Agreement shall not be assignable.
19. **Headings.** The headings and captions contained in this Agreement are solely for convenience reference and shall not be deemed to affect the meaning or interpretation of any provision of paragraph hereof.
20. **Gender and Number.** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and singular shall include the plural whenever and so often as may be appropriate.
21. **Authority to Execute.** The execution and performance of this Agreement by Palmhurst and County have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of Mission, Palmhurst, County, Drainage District and MCISD in accordance with its terms.
22. **Governmental Purpose.** Each party hereto is entering into this agreement for the purpose of providing for governmental services or functions and will pay for such services out of current revenues available to the paying party as herein provided.
23. **Commitment of Current Revenues Only.** 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 hereto pursuant to the provisions of Tex. Loc. Govt. Code Ann. §271.903.

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

written above.

CITY OF MISSION

Norberto Salinas, Mayor

ATTEST:

City Secretary

CITY OF PALMHURST

Ramiro Rodriguez, Mayor

ATTEST:

City Secretary

HIDALGO COUNTY

J.D. Salinas III, County Judge

ATTEST:

Arturo Guajardo, Jr., County Clerk

**HIDALGO COUNTY DRAINAGE
DISTRICT NO. 1**

Godfrey Garza, Executive Director

APPROVED AS TO FORM:

Atlas & Hall, L.L.P.

By: _____
Stephen L. Crain