

**AI-8897**

**4.**

**IWO - Drainage**

**DRAINAGE DISTRICT**

Date: 04/22/2008

Submitted By: Monica Badillo, BUDGET & MANAGEMENT

Submitted For: Sylvia Sanchez

Department: BUDGET & MANAGEMENT

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Information

**CAPTION**

Consideration and Approval of Amendment to Individual Work Order (IWO) No. 1

**BACKGROUND**

attachments being brought to me this afternoon - 4/16/08 Moni 2:06pm

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Fiscal Impact

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Attachments

Link: [IWO](#)

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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	04/17/2008 09:45 AM	APRV
2	Court Administrator	Monica Badillo	04/17/2008 11:19 AM	APRV

Form Started By: Monica Badillo  
Started On: 04/16/2008 02:02 PM

Final Approval Date: 04/17/2008

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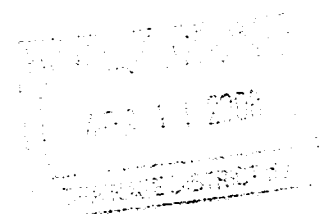
INTERNATIONAL BOUNDARY AND WATER COMMISSION  
UNITED STATES AND MEXICO

OFFICE OF THE COMMISSIONER  
UNITED STATES SECTION

FEDERAL EXPRESS

April 10, 2008

Hidalgo County Drainage District Number One  
Attn: Mr. Godfrey Garza, Jr.  
Flood Plain Administrator  
District Manager Special Projects  
902 N Doolittle  
Edinburg, TX 78541  
956-292-7080



Amendment 1 to Individual Work Order (IWO) 1 under IBM07A0011

Dear Mr. Garza:

The enclosed subject documents include all of the changes that were requested by the Hidalgo Count Drainage District No. 1 (HCDD No. 1).

Please sign, date and return the attached documents in duplicate. Include a copy of the resolution(s) authorizing the amendment to IWO 1. Return both signed sets and the resolutions to me.

Once signed by Commissioner Marin, a set of documents with original signatures will be returned for your records. The fully executed amendment to IWO 1 will constitute your notice to proceed with the changed work.

If any questions arise, please contact me at 915-832-4714 or by e-mail at [colleenelliott@ibwc.state.gov](mailto:colleenelliott@ibwc.state.gov).

Sincerely,

Colleen Elliott  
Contracting Officer

Enclosures:  
As stated

cc: A. Riera, J. Daize, S. Daniel, J. Nunez, R. Aguirre, D. Forti, C. Burns

CJE/cje

**MOU IBM07A0011**  
**Hidalgo County Drainage District No. 1**  
**and International Boundary and Water Commission, U.S. Section**  
**Individual Work Order (IWO) No. 1**  
**Amendment No. 1**

**Background:**

The Hidalgo County Drainage District No. 1 (District) and the United States Section, International Boundary and Water Commission, United States and Mexico (USIBWC) have agreed to jointly coordinate design and construction activities for rehabilitation of specific USIBWC levees of the Lower Rio Grande Flood Control Project (LRGFCP) within Hidalgo County, Texas. Pursuant to this agreement, the USIBWC and the District entered into a Memorandum of Understanding (MOU No. IBM07A0011, dated July 16, 2007) which outlines general authorities and requirements under which the two agencies will operate. Under the MOU, the District will perform work on specific levee reaches identified by IWO in accordance with USIBWC standards and design water surface elevations, shall coordinate with USIBWC personnel on geotechnical investigations, land easement acquisition, design and construction activities, and turn over the operation and maintenance of the completed works to the U.S. Government. This Amendment No. 1 to IWO No. 1 supersedes the original IWO No. 1 previously executed by the USIBWC and the District. The Parties agreed that liability concerns regarding the District performing work on the USIBWC levees of the LRGFCP were to be specifically addressed in this IWO.

**Scope of Work:**

The specific levee for this IWO starts at the upstream end of the LRGFCP levee at Peñitas, Texas, and runs to the upstream side of the Banker Weir, immediately upstream of Anzalduas Dam, said distance being approximately 12 miles. Rehabilitation will include raising the levee to contain the design flood and insuring the control of levee through seepage and under seepage. The levee reach can be rehabilitated with either an earthen berm structure, floodwall, or a combination thereof at the District's option. The top of the rehabilitated structure shall not exceed USIBWC provided top-of-levee elevations. The District shall provide information to the USIBWC regarding the design of the levee sufficient to meet FEMA criteria for certification in accordance with 44 Code of Federal Regulations (CFR) 65.10.

The District shall provide all labor, equipment, materials required to fully fund necessary geotechnical investigations, easement acquisition, design, construction, and field construction management activities for rehabilitation of the levee reach described herein.

**Design:**

- 1) Assimilation, review, analysis and evaluation of all historical information related to the project, including: a) geotechnical reports, b) right of way (ROW) maps, c) USIBWC hydraulic model, d) LiDAR data for Hidalgo County, and e) environmental assessments.

- 2) Surveying of ROW, including preparation of plats and legal descriptions for easement acquisition, including those temporary ones required for construction. Easement acquisition on behalf of the U.S. Government.
- 3) Additional geotechnical investigations as warranted after review of the available geotechnical information provided by the USIBWC.
- 4) Preparation of plans and specifications for levee raising, including modification of structures, installation of closure devices and seepage control. Plans and specifications shall be in accordance with soils recommendation report, USIBWC requirements and construction industry standards. Design criteria includes a minimum 16 foot top levee width, 3: 1 riverside levee slope and 3: 1 landside levee slope, engineered soil materials, 95% compaction unless otherwise recommended by the geotechnical engineer, and a 15 foot ROW width outside of both the riverside and landside levee toes for maintenance purposes. Absolute minimum landslide slope shall be no steeper than 2.5:1. All work shall be done in accordance with the certification requirements of 44 CFR Section 65.10
- 5) Coordination with local entities, including landowners, irrigation districts, U.S. Fish and Wildlife Service, Department of Homeland Security and any other interested governmental or non-governmental organizations.
- 6) Preparation of a Critical Path Method (CPM) Microsoft (MS) Project Schedule for the work, with major milestones and durations provided for all geotechnical, design, construction and certification elements. Schedule shall be updated on a monthly basis and progress compared to the baseline schedule. Monthly progress meeting via telecom, with minutes prepared within one week of meeting.

#### **Construction:**

Construction shall be in conformance with standards common in construction industry practice, including American Society for Testing and Materials (ASTM), Texas Department of Transportation Standard Specifications for Construction of Highways, Streets and Bridges, and American Association of State Highway and Transportation Officials (AASHTO). The District shall comply with all applicable provisions of the "U.S. Army Corps of Engineers Safety and Health Requirements Manual," EM385-1-1, 2003, or latest edition, and the Federal Occupations Safety and Health Administration, 29 CFR 1926 - Construction Standards. The District shall provide all funding, oversight, inspection, and contract solicitation and administration for the work.

#### **Technical Representatives:**

For the USIBWC, Dr. Raymundo Aguirre, Engineering Services Division will be the authorized representative. Godfrey Garza is designated as the authorized representative of the District. Patrick Daize is designated as the local USIBWC contact in the Lower Rio Grande Valley for coordination of design and construction activities.

#### **Types of Contracts:**

The work will be conducted under contract between the District and competitively selected engineering consultants and competitively awarded construction contracts or subcontracts. Some



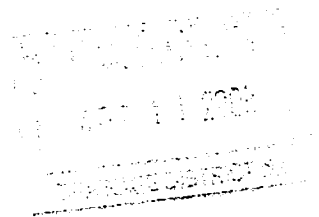
INTERNATIONAL BOUNDARY AND WATER COMMISSION  
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OFFICE OF THE COMMISSIONER  
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If any questions arise, please contact me at 915-832-4714 or by e-mail at [colleenelliott@ibwc.state.gov](mailto:colleenelliott@ibwc.state.gov).

Sincerely,

Colleen Elliott  
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Enclosures:  
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cc: A. Riera, J. Daize, S. Daniel, J. Nunez, R. Aguirre, D. Forti, C. Burns

CJE/cje

**MOU IBM07A0011**  
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**and International Boundary and Water Commission, U.S. Section**  
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The District shall provide all labor, equipment, materials required to fully fund necessary geotechnical investigations, easement acquisition, design, construction, and field construction management activities for rehabilitation of the levee reach described herein.

**Design:**

- 1) Assimilation, review, analysis and evaluation of all historical information related to the project, including: a) geotechnical reports, b) right of way (ROW) maps, c) USIBWC hydraulic model, d) LiDAR data for Hidalgo County, and e) environmental assessments.

- 2) Surveying of ROW, including preparation of plats and legal descriptions for easement acquisition, including those temporary ones required for construction. Easement acquisition on behalf of the U.S. Government.
- 3) Additional geotechnical investigations as warranted after review of the available geotechnical information provided by the USIBWC.
- 4) Preparation of plans and specifications for levee raising, including modification of structures, installation of closure devices and seepage control. Plans and specifications shall be in accordance with soils recommendation report, USIBWC requirements and construction industry standards. Design criteria includes a minimum 16 foot top levee width, 3: 1 riverside levee slope and 3: 1 landside levee slope, engineered soil materials, 95% compaction unless otherwise recommended by the geotechnical engineer, and a 15 foot ROW width outside of both the riverside and landside levee toes for maintenance purposes. Absolute minimum landslide slope shall be no steeper than 2.5:1. All work shall be done in accordance with the certification requirements of 44 CFR Section 65.10
- 5) Coordination with local entities, including landowners, irrigation districts, U.S. Fish and Wildlife Service, Department of Homeland Security and any other interested governmental or non-governmental organizations.
- 6) Preparation of a Critical Path Method (CPM) Microsoft (MS) Project Schedule for the work, with major milestones and durations provided for all geotechnical, design, construction and certification elements. Schedule shall be updated on a monthly basis and progress compared to the baseline schedule. Monthly progress meeting via telecom, with minutes prepared within one week of meeting.

#### **Construction:**

Construction shall be in conformance with standards common in construction industry practice, including American Society for Testing and Materials (ASTM), Texas Department of Transportation Standard Specifications for Construction of Highways, Streets and Bridges, and American Association of State Highway and Transportation Officials (AASHTO). The District shall comply with all applicable provisions of the "U.S. Army Corps of Engineers Safety and Health Requirements Manual," EM385-1-1, 2003, or latest edition, and the Federal Occupations Safety and Health Administration, 29 CFR 1926 - Construction Standards. The District shall provide all funding, oversight, inspection, and contract solicitation and administration for the work.

#### **Technical Representatives:**

For the USIBWC, Dr. Raymundo Aguirre, Engineering Services Division will be the authorized representative. Godfrey Garza is designated as the authorized representative of the District. Patrick Daize is designated as the local USIBWC contact in the Lower Rio Grande Valley for coordination of design and construction activities.

#### **Types of Contracts:**

The work will be conducted under contract between the District and competitively selected engineering consultants and competitively awarded construction contracts or subcontracts. Some

work may be done with District forces.

**Obligations:**

**DISTRICT SERVICES**

The following design and construction services will be performed by the District, or District's contractor:

- A. The District will review all ROW and geotechnical information and shall determine the need for additional ROW or geotechnical investigations with the specific concurrence of the USIBWC. If required, the District will secure, in accordance with applicable law, the services of appropriate consultants for these activities, and shall acquire any additional ROW needed on behalf of, and in the name of, the United States of America. The District shall insure that the design is done in accordance with current Corps of Engineer guidance (EM 1110-2-1902 Slope Stability, EM 1110-2-569 Design Guidance for Levee Under Seepage, EM 1110-2-1913 Design and Construction of Levees on Control of Under Seepage and Through Seepage for the Levee). The design shall meet the current FEMA criteria (44 CFR 65.10) for levee certification using the design flood information and design water surface elevations provided by the USIBWC.
- B. The District shall submit to the USIBWC for review and approval all interim and final deliverables for design and construction of rehabilitation of the levee reach identified herein. The Government shall have 21 days to review and provide compliance conformance of the deliverables. All deliverables will be provided in both hard copy and electronic format. The deliverables are as follows:
  - 1) **PRE-DESIGN DELIVERABLES**
    - a) Additional geotechnical investigation reports or seepage analysis reports
    - b) Preliminary Engineering Report
    - c) Easement acquisition documents, including plat; legal description and acreage calculations
    - d) Fully executed and recorded easement instruments.
  - 2) **PRE-CONSTRUCTION CONTRACT AWARD DELIVERABLES**
    - a) Construction plans and specifications
    - b) Full Copy of Solicitation for Construction Contract
    - c) Award Process and Evaluation Criteria including abstract of offers  
(Past Performance must be an element of evaluation criteria)
    - d) Responsibility of Determination of Successful Contractor
  - 3) **POST -AWARD**

Fully executed contract
  - 4) **POST CONSTRUCTION**
    - a) Operations and Maintenance Manual
    - b) Record drawings
    - c) FEMA certification documentation

- C. The District will coordinate with the USIBWC and DHS on DHS fencing design and construction proposals, general scheduling activities, levee construction activities, and potential flood events or irrigation releases as they may impact construction activities.
- D. The District will provide all solicitation and bidding services, and construction contract administration services, including QA/QC, safety, inspection, and submittal review.
- E. District will provide a detailed operations and maintenance procedure manual and as built record drawings for the rehabilitated levee.
- F. The District or the District's Contractor will provide the USIBWC the design firm representative in defense of any design issues that may arise throughout design and construction and for the designed life of the levee (30 years). The District and the District's Contractor shall not be responsible for levee failures that result from substandard level of operations and maintenance by USIBWC.
- G. The District and the District's Contractor will incorporate language substantially similar to the Federal Acquisition Regulation (FAR) as shown in the Matrix at FAR part 52.301 for firm fixed price construction contracts to the fullest extent possible. Workmanship, warranty, liability, and insurance are paramount for incorporation into any construction contract for levee work. Additional guidance is available in FAR part 36 for construction work.
- H. The District or the District's Contractor will provide the USIBWC with a Certificate of Liability Insurance in the amount of \$2,000,000 and will name the USIBWC as an additionally insured at no additional cost to the USIBWC.

#### **USIBWC SERVICES**

The following services will be performed by the USIBWC:

- A. The USIBWC will provide an Environmental Assessment for the earthen berm work to be performed by the District. Should the District select a floodwall alternative for the levee rehabilitation, any environmental work related to the floodwall must be obtained from the U.S. Department of Homeland Security. For Hidalgo County, Texas segments set forth in the Department of Homeland Security Determination and Waiver Pursuant to Section 102 of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, as amended, dated April 1, 2008, the Secretary of Homeland Security has issued a waiver of certain laws, regulations and other legal requirements.
- B. The USIBWC will provide existing ROW and easement documents to the District for their use in design and construction activities.
- C. The USIBWC will provide LiDAR data for Hidalgo County and for portions of Mexico that border Hidalgo County.

- D. The USIBWC will review the design and construction plans and will provide compliance conformance prior to construction.
- E. The USIBWC will provide a local contact for coordination of field activities during design and construction

**Delivery and Schedule:**

The District shall provide an overall MS Project work schedule to USIBWC three weeks before commencement of work, USIBWC shall approve of the schedule within 21 calendar days.

The District shall provide written updates, along with a copy of the updated Project Schedule, via email by the last day of each month to the IBWC during the progress of the work.

Period of performance for overall project completion will be 365 calendar days following the issuance of the IWO.

The District will provide a detailed operations and maintenance procedure manual and as built record drawings for the rehabilitated levee work within 60 calendar days of construction completion.

This IWO is executed by both parties with the understanding that there will be no exchange of funds between the parties.

FOR THE UNITED STATES SECTION, INTERNATIONAL BOUNDARY AND WATER COMMISSION

BY: \_\_\_\_\_ Date: \_\_\_\_\_  
Carlos Marin, PE  
Commissioner, USIBWC

FOR HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

BY: \_\_\_\_\_ Date: \_\_\_\_\_  
Juan D. Salinas  
Chairman of the Board

**AI-8899**

**5.**

**Amendment and Joinder Agreement - Drainage imp. Troser Rd & Holland Rd.**

**DRAINAGE DISTRICT**

Date: 04/22/2008  
Submitted By: Monica Badillo, BUDGET & MANAGEMENT  
Submitted For: Sylvia - DD  
Department: BUDGET & MANAGEMENT

Information

CAPTION

- A. Discussion, consideration and action on Interlocal Agreement between Hidalgo County/Hidalgo County Drainage District #1 and City of Mission/City of Palmhurst and Mission ISD regarding road improvements and drainage improvements to Troser Road and Holland Road from 3 mile line to the south.
- B. Discussion, consideration and action on Amendment and Joinder Agreement to the Interlocal Cooperation Agreement between Hidalgo County, Hidalgo County Drainage District No.1, the City of Palmhurst, City of Mission and Mission ISD

BACKGROUND

Agreement app. by County on 4-1-08  
Amendment app. by county on 4-14-08

Fiscal Impact

Attachments

Link: [ICA](#)  
Link: [amendment](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	04/17/2008 09:45 AM	APRV
2	Court Administrator	Monica Badillo	04/17/2008 11:19 AM	APRV
Form Started By: Monica Badillo			Started On: 04/16/2008 02:08 PM	
Final Approval Date: 04/17/2008				



STATE OF TEXAS       §  
                                  §  
COUNTY OF HIDALGO   §

**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 11<sup>th</sup> day of April, 2008, by and between the **HIDALGO 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 Trospers 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 Trospers 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 Trospser Road and would greatly benefit from the road improvements made to Tropser 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 Trospser 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 Trospser 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 Trospser 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 Tropser 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. 8<sup>th</sup> 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

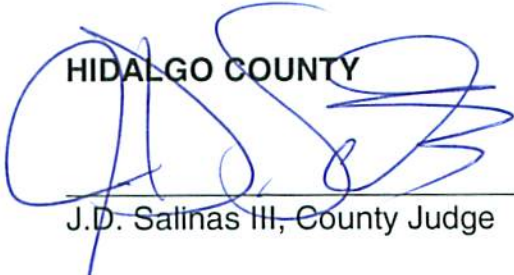
**CITY OF PALMHURST**

\_\_\_\_\_  
Ramiro Rodriguez, Mayor

**ATTEST:**

\_\_\_\_\_  
City Secretary

**HIDALGO COUNTY**

  
\_\_\_\_\_  
J.D. Salinas III, County Judge

**ATTEST:**

\_\_\_\_\_  
Arturo Guajardo, Jr., County Clerk

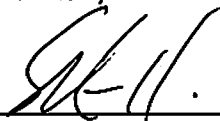
**APPROVED BY**  
**COMMISSIONERS' COURT**  
**ON. APR 01 2008**

**HIDALGO COUNTY DRAINAGE  
DISTRICT NO. 1**

\_\_\_\_\_  
Godfrey Garza, Executive Director

APPROVED AS TO FORM:

Atlas & Hall, L.L.P.

By:  \_\_\_\_\_  
Stephen L. Crain

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 14<sup>th</sup> day of April 2008, is made pursuant to the Texas Interlocal Cooperation Act, as follows:

**WHEREAS**, on or about April 01, 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 Trosper 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

**APPROVED BY**  
**COMMISSIONERS' COURT**  
**ON: APR 14 2008**

**HIDALGO COUNTY DRAINAGE  
DISTRICT NO. 1**

---

Godfrey Garza, Executive Director

**MISSION CONSOLIDATED  
INDEPENDENT SCHOOL DISTRICT**

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Raymond Longoria, President  
Board of Trustees

**APPROVED AS TO FORM:**

Atlas & Hall, L.L.P.

By: \_\_\_\_\_  
Stephen L. Crain

**AI-8910**

**6.**

**Levee Wall Agreement  
DRAINAGE DISTRICT**

Date: 04/22/2008  
Submitted By: Monica Badillo, BUDGET & MANAGEMENT  
Submitted For: Sylvia - DD 1  
Department: BUDGET & MANAGEMENT

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Information

**CAPTION**

Discussion and action on Levee Wall Agreement between Drainage District No. 1 & Department of Homeland Security

**BACKGROUND**

per Sylvia - Steve Crain may provide Agreement

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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	04/17/2008 10:15 AM	APRV
2	Court Administrator	Monica Badillo	04/17/2008 11:19 AM	APRV

Form Started By: Monica Badillo  
Started On: 04/16/2008 03:31 PM  
Final Approval Date: 04/17/2008

**AI-8949**

**7.**

**grant**

**DRAINAGE DISTRICT**

Date: 04/22/2008

Submitted By: Sylvia Sanchez, DRAINAGE DISTRICT

Submitted For: Sylvia Sanchez

Department: DRAINAGE DISTRICT

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Information

**CAPTION**

- A. Approval to submit Federal Grant application.
- B. Approval to execute Federal Grant.
- C. Approval of Interlocal Agreement with HCDD1 & Hidalgo County.

**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	04/18/2008 02:07 PM	APRV
2	Court Administrator	Monica Badillo	04/18/2008 02:29 PM	APRV

Form Started By: Sylvia Sanchez  
Started On: 04/18/2008 09:59 AM

Final Approval Date: 04/18/2008

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**AI-8953**

**8.**

**Common Levee/Anzalduas Dike Improvements Hidalgo Loop Levee to Anzalduas Dam**

**DRAINAGE DISTRICT**

Date: 04/22/2008  
Submitted By: Jaime Salazar, DRAINAGE DISTRICT  
Submitted For: Jaime Salazar  
Department: DRAINAGE DISTRICT

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Information

**CAPTION**

Requesting approval to advertise for "Common Levee/Anzalduas Dike Improvements Hidalgo Loop Levee to Anzalduas Dam 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	04/18/2008 02:08 PM	APRV
2	Court Administrator	Monica Badillo	04/18/2008 02:29 PM	APRV

Form Started By: Jaime Salazar  
Started On: 04/18/2008 10:23 AM

Final Approval Date: 04/18/2008

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