

STATE OF TEXAS §

COUNTY OF HIDALGO §

**AMENDMENT TO INTERLOCAL COOPERATION AGREEMENT
BETWEEN HIDALGO COUNTY DRAINAGE DISTRICT NO. 1
AND HIDALGO COUNTY, TEXAS**

This AMENDMENT TO INTERLOCAL COOPERATION AGREEMENT (the "Amendment") between the **HIDALGO COUNTY DRAINAGE DISTRICT NO. 1** (the "District") and the **COUNTY OF HIDALGO** (the "County"), is made between the District and the County, effective the ____ day of _____, 2009, as follows:

WHEREAS, District No. 1, and County, hereinafter referred to as "County" executed that certain Interlocal Cooperation Agreement dated April 22, 2008 providing for the provision of certain accounting and administration services by County to District (the "Agreement");

WHEREAS, numbered paragraph 3 of the Agreement provides that County may, upon request by District, provide any additional services upon such terms and conditions as may be mutually agreed by District and County;

WHEREAS, District is in need of a Technician III of County's IT Department (the "Technician") to be located at the offices of District on a full time basis; and

WHEREAS, District has sufficient funds to pay the County for the cost of the Technician in an amount not to exceed the sum of (\$46,400.00).

NOW THEREFORE, for the consideration of the mutual covenants expressed hereinafter, agree as follows:

1. Paragraph 1.C shall be followed by paragraph 1.D to read as follows:

1. D. The County shall assist District by providing a Technician III from the County's IT Department which Technician shall be located at the offices of District on a full time basis.

2. The first sentence of numbered paragraph 4 of the Agreement shall be deleted in its entirety and the following substituted in lieu

thereof:

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 on no event shall the total compensation paid by District under this Agreement in any twelve month period exceed the sum of Forty Six Thousand Four Hundred and no 100ths Dollars (\$46,400.00).

3. Except as modified herein, all terms and conditions of the Interlocal Agreement, as amended, remain in full force and effect and the District and the County ratify and confirm the terms and provisions of the Interlocal Agreement as amended.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first written above.

HIDALGO COUNTY, TEXAS

Juan de Dios "J.D." Salinas, III, County Judge

ATTEST:

Arturo Guajardo, Jr., County Clerk

**HIDALGO COUNTY DRAINAGE DISTRICT
NO. 1**

By: _____
Printed: Juan D. Salinas, III
Title: Chairman of Board of Directors

APPROVED AS TO FORM;

ATLAS & HALL, LLP

By: _____


Stephen L. Crain

EXHIBIT "A"

AMENDMENT INTERLOCAL COOPERATION AGREEMENT

SCHEDULE OF PAYMENTS

The District agrees to pay County monthly and in advance:

1. For performing the duties set forth in numbered paragraph 1 under this Agreement the sum of \$ _____ annually (\$ _____ monthly).
2. For providing Additional Services referred to in numbered paragraph 2 of this Agreement, an amount to be determined by mutual consent of the County and District.