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STATE OF TEXAS §

COUNTY OF HIDALGO §

**SECOND AMENDMENT TO
INTERLOCAL COOPERATION AGREEMENT**

This Second Amendment to Interlocal Cooperation Agreement is entered into by and between Hidalgo County Drainage District No. 1 ("District") and Hidalgo County ("County") effective as of the 1st day of January, 2011;

WHEREAS, on the 20th 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 in the Amendment to Interlocal Cooperation Agreement dated the ____ day of _____, 2007 mutually agreed to delete certain services and amended the compensation to County from District for such services, and to continue the Agreement under all other terms, conditions and covenants contained therein.

WHEREAS, the Parties now desire to add certain services provided by County of District.

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

1. That certain Interlocal Cooperation Agreement by and between the parties dated January 17, 2006 is terminated effective as of the effective date of this Second Amendment to Interlocal Cooperation Agreement.
2. The following paragraph shall be inserted into the Agreement as paragraph 1E:

The County Purchasing Department shall provide District upon request, assistance in procurement, availability of prior years procurement services records and equipment surplus services including but not limited to inventory and auction services information and records.
3. The following paragraph shall be inserted into the Agreement as paragraph 1F:

The County Auditor's office shall review and examine all claims, bills and/or accounts of District, provide accounting services for all grants of District, conduct audits of District's financial records as may be requested by District, prepare financial statements for District and provide District upon request such other accounting services as District may request.

4. Numbered paragraph 1.B shall be deleted in its entirety and the following inserted in lieu thereof:

The County Treasurer's office shall prepare the District payroll and all related reports required and shall serve as the District's Investment Officer until otherwise directed by District and shall hold, deposit, disburse, and invest District funds as the District may direct and provide District such other services as District requests.

5. Exhibit A to the Agreement is deleted in its entirety and the following Exhibit A is inserted in lieu thereof:

Exhibit 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 _____ Dollars (\$000,000,00). 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 rate such that County receives no less than the actual cost to County of the services provided.

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

EXECUTED on the ____ day of _____, 2010.

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1:

Ramon Garcia, Chairman Board of Directors

HIDALGO COUNTY:

Ramon Garcia, County Judge

ATTEST:

Arturo Guajardo Jr., County Clerk

APPROVED AS TO FORM:

ATLAS & HALL, LLP

By: _____
Stephen L. Crain

STATE OF TEXAS §
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**APPROVAL OF
INTERLOCAL COOPERATION AGREEMENT
PROJECT**

In accordance with Texas Government Code §791.014, Hidalgo County, Texas, acting by and through the Hidalgo County Drainage District No. 1 acting by and through the Hidalgo County Drainage District No. 1 Board of Directors, and Hidalgo County Commissioners Court, has been advised of a proposed project for performing the duties set forth under this Second Amendment to Interlocal Cooperation Agreement, District agrees to compensate County at hourly rates as may from time to time be agreed by District and County through a Second Amendment to Interlocal Cooperation Agreement to be entered into with Hidalgo County Drainage District No. 1 and Hidalgo County.

By vote on _____ 2010, the Hidalgo County Drainage District No. 1 Board of Directors and Hidalgo County Commissioners Court has approved the Project identified above.

By: Ramon Garcia, County Judge

ATTEST:

Arturo Guajardo, County Clerk

APPROVED AS TO FORM:

ATLAS & HALL, LLP

By: _____
Stephen L. Crain