

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

**AMENDMENT TO
INTERLOCAL COOPERATION AGREEMENT
BETWEEN THE CITY OF ALAMO, PHARR-SAN JUAN-ALAMO INDEPENDENT
SCHOOL DISTRICT
AND THE COUNTY OF HIDALGO, TEXAS**

This AMENDMENT TO INTERLOCAL COOPERATION AGREEMENT BETWEEN THE CITY OF ALAMO, PHARR-SAN JUAN-ALAMO INDEPENDENT SCHOOL DISTRICT AND THE COUNTY OF HIDALGO ("Amendment"), effective the _____ day of May, 2011, is made between the City of Alamo, Pharr-San Juan-Alamo Independent School District and the County of Hidalgo, Texas, pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WHEREAS, on or about December 6, 2010, the City of Alamo and the Pharr-San Juan-Alamo Independent School District entered into an Interlocal Cooperation Agreement ("Interlocal Agreement") with Hidalgo County (the "County") regarding road improvements to El Gato Road from Tower Road to Alamo Road (F.M. 907) as is described in Exhibit "A" to the Interlocal Agreement;

WHEREAS, the Interlocal Agreement stated the City of Alamo agreed to reimburse County the sum of Two Hundred Thousand Dollars (\$200,000.00) with respect to the Project as described therein and that the total cost of the Project was estimated at One Million Eighty Thousand and Five Dollars and 15/100ths (\$1,080,005.15);

WHEREAS, the parties have determined that the estimated cost of the Project has increased to One Million one hundred forty-five thousand and five dollars and 15/100ths (\$1,145,005.15) which adds an additional Sixty-five thousand and 00/100ths (\$65,000) to the estimated cost of the Project in order to reimburse Spectra Energy for their having to modify their gas pipeline;


WHEREAS, the City of Alamo has proposed to reimburse County an additional twenty-one thousand seven hundred dollars and 00/100 (\$21,700.00) for the additional cost of the gas pipeline modifications, thereby increasing their total reimbursement to the County to in an amount not to exceed two hundred twenty-one thousand seven hundred dollars and 00/100ths (\$221,700.00) for the cost of the Project; and

WHEREAS, the City of Alamo, the Pharr-San Juan-Alamo Independent School District and the County now desire to amend the Interlocal Agreement as hereinafter

RECEIVED
2011 JUL 28 AM 10:46
PHARR-SAN JUAN ALAMO INDEPENDENT SCHOOL DISTRICT

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

CITY OF ALAMO, TEXAS

By: 
Rudy Villarreal, Mayor

ATTEST:


Margot Saenz, Secretary

PHARR-SAN JUAN-ALAMO INDEPENDENT SCHOOL DISTRICT

By: _____
Reymundo Gonzalez,
PSJA ISD Board President

ATTEST:

Ben Garza, Jr., Secretary-Treasurer

HIDALGO COUNTY

By: _____
Ramon Garcia, County Judge

ATTEST:

Arturo Guajardo, Jr. County Clerk

RECEIVED
2011 JUN 22 A 10:46
PSJA-PURCHASING DEPT.

APPROVED AS TO FORM:

ATLAS & HALL, L.L.P.

By: _____

Stephen L. Crain

RECEIVED

2011 JUN 22 A 10:46

PSJA-PURCHASING DEPT.

provided.

NOW THEREFORE, for and in consideration of the tasks performed by the County on the City of Alamo and the Pharr-San Juan-Alamo Independent School District's behalf and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, and this mutually agreed upon Amendment to the Interlocal Agreement, the City of Alamo, the Pharr-San Juan-Alamo Independent School District and the County hereby agree to the following amendments to the Interlocal Agreement:

The paragraph numbered 4 of the Interlocal Agreement is deleted in its entirety and the following is inserted in lieu thereof:

4. County shall be responsible for performing all of the work to complete the Project as described herein, either through its own labor, equipment or materials, or through its agents, contractors or subcontractors, in an amount not to exceed One Million One Hundred Twenty-Three Thousand Three Hundred and five dollars and 15/100ths (\$1,123,305.15).
2. The paragraph numbered 6 of the Interlocal Agreement is deleted in its entirety and the following is inserted in lieu thereof:
 5. Alamo shall reimburse County an amount not to exceed Two Hundred Thousand Twenty One Thousand Seven Dollars and 00/100ths (\$221,700.00) toward the cost of the Project within thirty (30) days of receipt of invoice from County after completion of the Project.
3. Except as modified herein, all terms and conditions of the Interlocal Agreement, as amended, remain in full force and effect and the City of Alamo, the Pharr-San Juan-Alamo Independent School District and the County ratify and confirm the terms and provisions of the Interlocal Agreement as amended.

[The remainder of this page intentionally left blank.]

RECEIVED
2011 JUN 22 A 10:46
PSJA-PURCHASING DEPT.