

AI-29066

4.

DRAINAGE DISTRICT

Meeting Date: 11/15/2011

Submitted By: Minerva Luna, DRAINAGE DISTRICT

Department: DRAINAGE DISTRICT

Information

CAPTION

A. Request approval of Payment Request No. 22 to SER Construction Partners, LTD. for Construction on DHS Segment 0-7 (0.9 miles).

B. Request approval to process manual check to SER Construction Partners, LTD. for the above mentioned projects pending the approval of County Auditor and Department of Homeland Security (DHS) and pending the electronic transfer of funds from the Department of Payment Management (DPM).

BACKGROUND

Attachments

DHS 0-7 PR 22

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	11/07/2011 02:54 PM
Perla Lopez	Perla Lopez	11/07/2011 03:04 PM
Final Approval	Angela Garcia	11/10/2011 04:30 PM
Form Started By: Minerva Luna		Started On: 10/12/2011 09:21 AM
	Final Approval Date: 11/10/2011	

AI-29644

5.

DRAINAGE DISTRICT

Meeting Date: 11/15/2011

Submitted By: Jaime Salazar, DRAINAGE DISTRICT

Department: DRAINAGE DISTRICT

Information

CAPTION

Requesting approval to surplus the following:

- A. Dell Latitude D800 Lap Top Asset No. 1443
- B. Kohler 14HP Lawn Mower Serial No. 5429
- C. Toro Lawn Mower Serial No. 3388
- D. Quincy 5.5 HP Compressor Serial No. 26A8
- E. Frigidaire Refrigerator Serial No. 2963

BACKGROUND

Attachments

BACKUP

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	11/09/2011 04:57 PM
Perla Lopez	Perla Lopez	11/10/2011 09:42 AM
Final Approval	Angela Garcia	11/10/2011 04:30 PM
Form Started By: Jaime Salazar		Started On: 11/09/2011 04:31 PM
	Final Approval Date: 11/10/2011	



DELL LATITUDE D800 LAP TOP
ASSET NO.1443



KOHLR 14HP LAWN MOWER
SERIAL NO. 5429



TORO LAWN MOWER
SERIAL NO. 3388



QUINCY 5.5 HP COMPRESSOR
SERIAL NO. 26A8



FRIDIDAIRE REFRIGERATOR
SERIAL NO. 2963

AI-29638

6.

DRAINAGE DISTRICT

Meeting Date: 11/15/2011

Submitted By: Sylvia Sanchez, DRAINAGE DISTRICT

Department: DRAINAGE DISTRICT

Information

CAPTION

Discussion and action on Amendment To Interlocal Cooperation Agreement Between The County Of Hidalgo and Hidalgo County Drainage District #1. (regarding obligations of party using manpower and equipment)

BACKGROUND

Attachments

Amended Mutual Agreement
Interlocal

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	11/09/2011 02:48 PM
Olga Garza	Olga Garza	11/09/2011 04:34 PM
Final Approval	Angela Garcia	11/10/2011 04:30 PM
Form Started By: Sylvia Sanchez		Started On: 11/09/2011 02:27 PM
	Final Approval Date: 11/10/2011	

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

**AMENDMENT TO INTERLOCAL COOPERATION AGREEMENT
BETWEEN THE COUNTY OF HIDALGO AND
HIDALGO COUNTY DRAINAGE DISTRICT NO. 1**

This Amendment to Interlocal Cooperation Agreement between the Hidalgo County (“County”) and Hidalgo County Drainage District No. 1 (“District”) effective November ____, 2011, is made pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WHEREAS, on or about March 11, 2008, the District entered into an Interlocal Cooperation Agreement (“Interlocal Agreement”) with County regarding use of manpower and equipment.

WHEREAS, the parties desire to amend the Interlocal Agreement to provide, in addition to the obligations of the party using such manpower and equipment of the other party, the party be responsible for any and all damage to the equipment of the other party while in the possession of or use by the party.

NOW THEREFORE, for and in consideration of the agreements herein and other good and variable consideration the receipt and sufficiency of which are hereby acknowledged, and this mutually agreed Amendment to the Interlocal Agreement, County and District hereby agrees to the following amendments to the Interlocal Agreement.

1. The following sentence shall be added to the end of numbered paragraph 1 of the Interlocal Agreement:

Each party hereto agrees, in addition to reimbursing the actual cost of the Services to the other party, to reimburse the other party for any and all damages to equipment of the other party while being used by the party or while the equipment is in possession of the party.

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

[INTENTIONALLY LEFT BLANK SIGNATURE PAGE TO FOLLOW]

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

COUNTY OF HIDALGO

By: _____
Ramon Garcia, County Judge

ATTEST:

By: _____
Arturo Guajardo, Jr. County Clerk

**HIDALGO COUNTY DRAINAGE
DISTRICT NO. 1**

By: _____



STATE OF TEXAS §
 §
 COUNTY OF HIDALGO §

**INTERLOCAL COOPERATION AGREEMENT
 BETWEEN HIDALGO COUNTY AND
 HIDALGO COUNTY DRAINAGE DISTRICT NO. 1**

THIS AGREEMENT is made on this the 11th day of March 2008 by and between **HIDALGO COUNTY DRAINAGE DISTRICT NO 1**, hereinafter referred to as "Drainage District", and **HIDALGO COUNTY, TEXAS**, hereinafter referred to as "County", pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WHEREAS, Hidalgo County and Drainage District each have the resources to provide equipment and manpower for certain projects, however both parties agree that instances exist in which one party would be better able to provide manpower and equipment ("Services") in a more efficient and economic manner on behalf of the other party;

WHEREAS, both parties desire to make Services available to the other on an as-needed basis in which the presenting party will reimburse the receiving party for all actual costs incurred for the Services;

WHEREAS, the parties hereto have determined it is beneficial to both parties to enter into this Agreement;

WHEREAS, the Drainage District and the County are authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act, Texas Government Code Section 791.001 et. seq., (the "Act") which authorizes local governments to contract with each other to perform governmental functions and services under the terms of the Act.

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

1. Upon request, the Drainage District and County agree to provide Services at actual cost to the other party if such Services are available. Such provision of Services shall be on an as-needed basis only.
2. Prior to providing any Services, the presenting party shall prepare and present a draft purchase order to the receiving party estimating the man hours and equipment desired from the receiving party and the receiving party shall state the actual costs which would be incurred for a project detailing the hourly rates for the manpower requested and the actual hourly cost of the equipment requested for the project and shall return the draft purchase order specifying such man hour rates and equipment

rates to the presenting party. If the presenting party is in agreement with the draft purchase order completed by the receiving party, the presenting party shall prepare a purchase order reflecting the actual costs shown by the receiving party and present an executed purchase order to the receiving party.


3. The presenting party shall make payment to the receiving party within thirty (30) days upon receipt of an invoice from the receiving party.
 4. Actual costs shall be determined solely by the receiving party providing the Services.
 5. This Agreement shall be ongoing unless terminated by either party with thirty (30) days written notice to the other party.
 6. Each party agrees to conform to its own applicable purchasing laws, regulations, policies, and procedures with respect to any Services providing under this Agreement.
 7. **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 any provision of this 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 later 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.
 8. **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.
 9. **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) any 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 Drainage District and County, and not otherwise.
 10. **TEXAS LAW TO APPLY.** THIS AGREEMENT SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, AND ALL OBLIGATIONS OF THE PARTIES CREATED HEREUNDER ARE PERFORMABLE IN HIDALGO COUNTY, TEXAS. THE PARTIES HEREBY CONSENT TO PERSONAL JURISDICTION IN HIDALGO COUNTY, TEXAS.
 11. **Notice.** Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communication required or permitted hereunder shall
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18. **Governmental Purpose.** Each party hereto is entering into this Agreement for the purpose of providing governmental services or functions and will pay for such services out of current revenues available to the paying party as herein provided.
19. **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 sixty (60) 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.

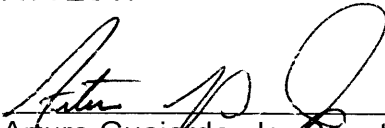
WITNESS THE HANDS OF THE PARTIES effective as of the day and year first written above.

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

By: 
Godfrey Garza, Manager

HIDALGO COUNTY
By: 
J.D. Salinas, III, County Judge

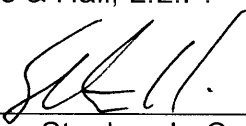
ATTEST:


Arturo Guajardo, Jr., County Clerk

31868 B

APPROVED AS TO FORM:

Atlas & Hall, L.L.P.

By: 
Stephen L. Crain