

APPROVED

AI-29083

17. B. 2.

CC REGULAR

Meeting

10/18/2011

Date:

Submitted For: Martha Salazar

Submitted By: Vangie Garcia, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION



Acceptance and approval of the Interlocal Cooperation Agreement between Hidalgo County Precinct One and City Of Mercedes for the provision of assisting each other in multiple projects as defined in the agreement

BACKGROUND

Approved as to form by Legal Counsel

Fiscal Impact

FISCAL YEAR:

ACCT. #:

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

AS PER PRECINCT ONE-PROJECT WILL BE ON AN "AS NEEDED BASIS" ON "PER PROJECT BASIS"-NO FUNDING IS REQUIRED AT THIS TIME. FUNDING WILL BE IDENTIFIED UNTIL THERE IS A NEED TO UTILIZE THE INTERLOCAL.

Attachments

interlocal

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Nielda Cavazos	10/13/2011 08:43 AM
Budget & Management	Angela Garcia	10/13/2011 09:00 AM
Ivan Cantu	Ivan Cantu	10/13/2011 04:33 PM
Auditor's Office	Monica Badillo	10/14/2011 05:15 PM
Form Started By: Vangie Garcia		Started On: 10/12/2011 01:51 PM
Final Approval Date: 10/14/2011		

STATE OF TEXAS §
COUNTY OF HIDALGO §

**INTERLOCAL COOPERATION AGREEMENT BETWEEN
HIDALGO COUNTY AND CITY OF MERCEDES, TEXAS**

THIS Agreement is made on this the 18th day of October, 2011 by and between **COUNTY OF HIDALGO, TEXAS**, hereinafter referred to as "County," and **CITY OF MERCEDES, TEXAS**, hereinafter referred to as "City", pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WITNESSETH:

WHEREAS, Hidalgo County is a county created in the State of Texas;

WHEREAS, City is a home rule municipality located in Hidalgo County, Texas;

WHEREAS, City and County desires to assist each other in multiple projects to be defined by mutual agreement in which both the City and the County would benefit from the outcome of the work (the "Work");

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

1. County agrees to allow City to use equipment and materials owned by County at the current prices to the County for such equipment and materials for the furtherance of the Work. Prior to City utilizing any County equipment or materials, City shall request and receive a statement of County's current hourly rates for use of equipment and County's current price of materials. County shall be solely responsible for determining the current rate for its equipment and County's cost of materials. Any request for use by County of City equipment and materials shall be subject to the approval of Commissioner of Precinct No.1 determining that such equipment and materials are not retained by the Commissioner for the times requested by the City.
 2. County shall provide City with man power at the current hourly rates for individuals required to complete the Work. Prior to City utilizing County manpower, City shall request and receive the current hourly rates of County individuals, required to complete the Work. Hourly rates shall include all benefits and other costs associated with the employment of each individual. County shall be solely responsible for determining the current rate of its employees. Any request for use by City of County individuals shall be subject to the approval by the Commissioner of Precinct No. 1 determining that the County individuals so requested by the City are not required for projects of Precinct No. 1 at the time requested by City.
-

3. City agrees to allow County to use equipment and materials owned by City at their current prices to the City for such equipment and materials for the furtherance of the Work. City shall be solely responsible for determining the current rate for its equipment and City's current prices of materials. County agrees to reimburse City for such costs within thirty (30) days of receipt of invoice from City. Any request for use by County of City equipment and materials shall be subject to the approval of the City Manager determining that such equipment and materials are not retained by the City for the times requested by the County.
 4. City shall provide County with man power at the current hourly rates for individuals required to complete the Work. Prior to County utilizing City manpower, County shall request and receive the current hourly rates of City individuals required to complete the work. Hourly rates shall include all benefits and other costs associated with the employment of each individual. City shall be solely responsible for determining the current rate of its employees and County agrees to reimburse City such costs within thirty (30) days of receipt of invoice from City. Any request for use by County of City individuals shall be subject to the approval by the City Manager determining that the City individuals so requested by the County are not required for projects of City at the time requested by County.
 5. Prior to County commencing any such City project, City shall escrow the amount of County's estimate for each such City requested project with the Hidalgo County Treasurer (the "Escrow"). Should City deposit such Escrow with the County Treasurer City agrees County may draw from the Escrow the costs of materials, equipment and personnel for such project. County's cost for the use of the equipment and personnel shall be on hourly basis as described in Exhibit A. In the event, the cost of the materials, equipment and personnel for any such project exceeds the amount of the Escrow (the "Excess") for such project, City agrees to make payments of the Excess to County within thirty (30) days of receipt of invoices from County for same. In the event the actual cost of the Project is finally determined to be less than the amount of the Escrow, County agrees to remit such difference to City.
 6. The parties agree that any additional costs associated or incurred with the Work shall be the responsibility of each respective entity in its entirety.
 7. The term of this Agreement shall be for one (1) year with automatic renewals for five (5) additional one year terms upon the same terms and conditions described herein except that all prices for manpower, equipment and materials are subject to change at any time and without notice to the other party unless terminated pursuant to numbered paragraph 9 of this Agreement.
-

8. Upon a change in price for manpower for County employees, equipment or materials, the County shall notify the City within ten (10) working days for any on-going Work and before beginning any new Work.
9. Upon a change in price for manpower for City employees, equipment or materials, the City shall notify the County within ten (10) working days for any on-going Work and before beginning any new Work.
10. Either party may terminate this Agreement with or without cause upon thirty (30) days written notice to the other.
11. **Conflict with 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 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 times 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) 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 the City and County 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 City: City of Mercedes
Attention: City Manager
P. O. Drawer 837
Mercedes, Texas 78570

If to County: Hidalgo County
Attention: Ramon Garcia County Judge
P.O. Box 758
Edinburg, Texas 78540-0758

With copy to: Commissioner Joel Quintanilla
1902 Joe Stephens Avenue
Weslaco, Texas 78596

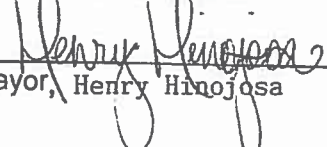
Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the United States mail.

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 the City and the County have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of City and County 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. Section 271.903.

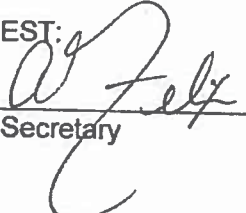
WITNESS THE HANDS OF THE PARTIES effective as of the day and year first written above.

CITY OF MERCEDES



Mayor, Henry Hinojosa

ATTEST:



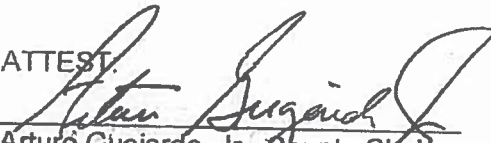
City Secretary

HIDALGO COUNTY



Ramon Garcia, County Judge

ATTEST:




Arturo Guajardo, Jr., County Clerk

Approved by Commissioners' Court
on 10/18/11

APPROVED AS TO FORM:

ATLAS & HALL, LLP

By: 

Stephen L. Crain

APPROVED BY COMMISSIONERS COURT: OCTOBER 18, 2011

EXHIBIT A

COSTS

"FEMA'S SCHEDULE OF EQUIPMENT RATES"



FEMA's SCHEDULE OF EQUIPMENT RATES

**DEPARTMENT OF HOMELAND SECURITY
FEDERAL EMERGENCY MANAGEMENT AGENCY
RECOVERY DIRECTORATE
PUBLIC ASSISTANCE DIVISION
WASHINGTON, D.C. 20512**

The rates on this Schedule of Equipment Rates are for applicant-owned equipment in good mechanical condition, complete with all required attachments. Each rate covers all costs eligible under the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. § 5121, et seq., for ownership and operation of equipment, including depreciation, overhead, all maintenance, field repairs, fuel, lubricants, tires, OSHA equipment and other costs incidental to operation. Standby equipment costs are not eligible.

Equipment must be in actual operation performing eligible work in order for reimbursement to be eligible. LABOR COSTS OF OPERATOR ARE NOT INCLUDED in the rates and should be approved separately from equipment costs.

Information regarding the use of the Schedule is contained in 44 CFR § 206.228 Allowable Costs. Rates for equipment not listed will be furnished by FEMA upon request. Any appeals shall be in accordance with 44 CFR § 206.206 Appeals.

THESE RATES ARE APPLICABLE TO MAJOR DISASTERS AND EMERGENCIES DECLARED BY THE PRESIDENT ON OR AFTER SEPTEMBER 15, 2010.

Cost Code	Equipment	Specification	Capacity/Size	HP	Notes	Unit	Rate
8490	Aerial Lift, Self-Propelled	Max. Platform Height	37 ft	to 15	Articulated, Telescoping, Scissor.	hour	\$8.25
8491	Aerial Lift, Self-Propelled	Max. Platform Height	60 ft	to 30	Articulated, Telescoping, Scissor.	hour	\$12.25
8492	Aerial Lift, Self-Propelled	Max. Platform Height	70 ft	to 50	Articulated, Telescoping, Scissor.	hour	\$21.00
8493	Aerial Lift, Self-Propelled	Max. Platform Height	125 ft	to 85	Articulated and Telescoping.	hour	\$55.00
8494	Aerial Lift, Self-Propelled	Max. Platform Height	150 ft	to 130	Articulated and Telescoping.	hour	\$67.00
8486	Aerial Lift, Truck Mntd	Max. Platform Height	40 ft		Articulated and Telescoping. Add to Truck rate for total rate.	hour	\$6.75
8487	Aerial Lift, Truck Mntd	Max. Platform Height	61 ft		Articulated and Telescoping. Add to Truck rate for total rate.	hour	\$12.25
8488	Aerial Lift, Truck Mntd	Max. Platform Height	80 ft		Articulated and Telescoping. Add to Truck rate for total rate.	hour	\$23.50
8489	Aerial Lift, Truck Mntd	Max. Platform Height	100 ft		Articulated and Telescoping. Add to Truck rate for total rate.	hour	\$34.00
8010	Air Compressor	Air Delivery	41 cfm	to 10	Hoses included.	hour	\$1.50
8011	Air Compressor	Air Delivery	103 cfm	to 30	Hoses included.	hour	\$7.00
8012	Air Compressor	Air Delivery	130 cfm	to 50	Hoses included.	hour	\$9.25
8013	Air Compressor	Air Delivery	175 cfm	to 90	Hoses included.	hour	\$20.00
8014	Air Compressor	Air Delivery	400 cfm	to 145	Hoses included.	hour	\$27.50
8015	Air Compressor	Air Delivery	575 cfm	to 230	Hoses included.	hour	\$45.50
8016	Air Compressor	Air Delivery	1100 cfm	to 355	Hoses included.	hour	\$51.00
8017	Air Compressor	Air Delivery	1800 cfm	to 500	Hoses included.	hour	\$80.00
8040	Ambulance			to 150		hour	\$25.50
8041	Ambulance			to 210		hour	\$32.50
8080	Auger, Portable	Hole Diameter	16 in	to 6		hour	\$1.30
8081	Auger, Portable	Hole Diameter	18 in	to 13		hour	\$3.50
8062	Auger, Tractor Mntd	Max. Auger Diameter	36 in	to 13	Includes digger, boom and mounting hardware. Add to Tractor rate for total rate.	hour	\$1.30
8063	Auger, Truck Mntd	Max. Auger Size	24 in	to 100	Includes digger, boom and mounting hardware. Add to Truck rate for total rate.	hour	\$29.00
8070	Automobile			to 130	Transporting people.	mile	\$0.50
8071	Automobile			to 130	Transporting cargo.	hour	\$13.00
8072	Automobile, Police			to 250	Patrolling.	mile	\$0.60
8073	Automobile, Police			to 250	Stationary with engine running.	hour	\$16.25
8110	Barge, Deck	Size	50'x35'x7.25'			hour	\$34.00
8111	Barge, Deck	Size	50'x35'x9'			hour	\$49.00
8112	Barge, Deck	Size	120'x45'x10'			hour	\$60.00
8113	Barge, Deck	Size	160'x45'x11'			hour	\$75.00
8050	Board, Arrow			to 8	Trailer Mounted.	hour	\$3.15
8051	Board, Message			to 5	Trailer Mounted.	hour	\$8.50
8133	Boat, Push	Size	45'x21'x6'	to 435	Flat hull.	hour	\$150.00
8134	Boat, Push	Size	54'x21'x6'	to 625	Flat hull.	hour	\$200.00
8135	Boat, Push	Size	58'x24'x7.5'	to 705	Flat hull.	hour	\$250.00
8136	Boat, Push	Size	64'x25'x8'	to 870	Flat hull.	hour	\$300.00

FEMA's SCHEDULE OF EQUIPMENT RATES

Cost Code	Equipment	Specification	Capacity/Size	HP	Notes	Unit	Rate
8130	Boat, Row						
8131	Boat, Runabout	Size	13x5'	to 50	Heavy duty.	hour	\$0.85
8132	Boat, Tender	Size	14x7'	to 100	Outboard.	hour	\$14.00
8120	Boat, Tow	Size	55x20x5'	to 870	Inboard with 360 degree drive.	hour	\$28.00
8121	Boat, Tow	Size	60x21x5'	to 1050	Steel.	hour	\$250.00
8122	Boat, Tow	Size	70x30x7.5'	to 1350	Steel.	hour	\$300.00
8123	Boat, Tow	Size	120x34x8'	to 2000	Steel.	hour	\$450.00
8140	Boat, Tug	Length	16 ft	to 100		hour	\$830.00
8141	Boat, Tug	Length	18 ft	to 175		hour	\$33.50
8142	Boat, Tug	Length	26 ft	to 250		hour	\$53.00
8143	Boat, Tug	Length	40 ft	to 380		hour	\$65.00
8144	Boat, Tug	Length	51 ft	to 700		hour	\$150.00
8419	Breaker, Pavement, Hand-Held	Weight	25-90 lb			hour	\$225.00
8420	Breaker, Pavement			to 70		hour	\$0.65
8150	Broom, Pavement	Broom Length	72 in	to 35		hour	\$31.25
8151	Broom, Pavement	Broom Length	96 in	to 100		hour	\$12.30
8153	Broom, Pavement, Mnl	Broom Length	72 in	to 18	Add to Prime Mover rate for total rate.	hour	\$19.75
8154	Broom, Pavement, Pull	Broom Length	84 in	to 20	Add to Prime Mover rate for total rate.	hour	\$6.00
8270	Bucket, Clamshell	Capacity	1.0 cy		Includes teeth. Does not include Clamshell & Dragline.	hour	\$3.60
8271	Bucket, Clamshell	Capacity	2.5 cy		Includes teeth. Does not include Clamshell & Dragline.	hour	\$6.75
8272	Bucket, Clamshell	Capacity	5.0 cy		Includes teeth. Does not include Clamshell & Dragline.	hour	\$11.25
8273	Bucket, Clamshell	Capacity	7.5 cy		Includes teeth. Does not include Clamshell & Dragline.	hour	\$14.50
8275	Bucket, Dragline	Capacity	2.0 cy		Does not include Clamshell & Dragline.	hour	\$2.90
8276	Bucket, Dragline	Capacity	5.0 cy		Does not include Clamshell & Dragline.	hour	\$6.50
8277	Bucket, Dragline	Capacity	10 cy		Does not include Clamshell & Dragline.	hour	\$10.50
8278	Bucket, Dragline	Capacity	14 cy		Does not include Clamshell & Dragline.	hour	\$13.50
8180	Bus			to 150		hour	\$20.00
8181	Bus			to 210		hour	\$23.00
8182	Bus			to 300		hour	\$27.00
8190	Chain Saw	Bar Length	16 in			hour	\$1.75
8191	Chain Saw	Bar Length	25 in			hour	\$3.20
8192	Chain Saw, Pole	Bar Size	18 in			hour	\$1.60
8200	Chipper, Brush	Chipping Capacity	6 in	to 35	Trailer Mounted.	hour	\$7.50
8201	Chipper, Brush	Chipping Capacity	9 in	to 65	Trailer Mounted.	hour	\$16.00
8202	Chipper, Brush	Chipping Capacity	12 in	to 100	Trailer Mounted.	hour	\$21.75
8203	Chipper, Brush	Chipping Capacity	15 in	to 125	Trailer Mounted.	hour	\$30.75
8204	Chipper, Brush	Chipping Capacity	18 in	to 200	Trailer Mounted.	hour	\$45.50
8210	Clamshell & Dragline Crawler		149,999 lb	to 235	Bucket not included in rate.	hour	\$85.00
8211	Clamshell & Dragline, Crawler		250,000 lb	to 520	Bucket not included in rate.	hour	\$121.00
8212	Clamshell & Dragline, Truck			to 240	Bucket not included in rate.	hour	\$130.00
8712	Cleaner, Sewer/Catch Basin	Hopper Capacity	5 cy		Truck Mounted. Add to Truck rate for total rate.	hour	\$16.00
8713	Cleaner, Sewer/Catch Basin	Hopper Capacity	14 cy		Truck Mounted. Add to Truck rate for total rate.	hour	\$21.50
8220	Compactor			to 10		hour	\$11.00
8221	Compactor, Towed, Vibratory Drum			to 45		hour	\$17.50
8222	Compactor, Vibratory, Drum			to 75		hour	\$25.00
8223	Compactor, Pneumatic, Wheel			to 100		hour	\$29.00
8225	Compactor, Sanitation			to 300		hour	\$96.00
8226	Compactor, Sanitation			to 400		hour	\$163.00
8227	Compactor, Sanitation			to 535		hour	\$225.00
8228	Compactor, Towed, Pneumatic, Wheel		10000 lb		Add to Prime Mover rate for total rate.	hour	\$7.50

FEMA's SCHEDULE OF EQUIPMENT RATES

Cost Code	Equipment	Specification	Capacity/Size	HP	Notes	Unit	Rate
8229	Compactor, Towed, Drum Static		20000 lb		Add to Prime Mover rate for total rate.	hour	\$12.25
8500	Crane	Max. Lift Capacity	8 MT	to 80		hour	\$27.00
8501	Crane	Max. Lift Capacity	15 MT	to 150		hour	\$55.00
8502	Crane	Max. Lift Capacity	50 MT	to 200		hour	\$95.00
8503	Crane	Max. Lift Capacity	70 MT	to 300		hour	\$155.00
8504	Crane	Max. Lift Capacity	110 MT	to 350		hour	\$220.00
8496	Crane, Truck Mntd	Max. Lift Capacity	24000 lb		Add to Truck rate for total rate.	hour	\$10.00
8497	Crane, Truck Mntd	Max. Lift Capacity	36000 lb		Add to Truck rate for total rate.	hour	\$16.00
8498	Crane, Truck Mntd	Max. Lift Capacity	60000 lb		Add to Truck rate for total rate.	hour	\$30.00
8195	Cutter, Brush	Cutter Size	8 ft	to 150		hour	\$90.00
8196	Cutter, Brush	Cutter Size	8 ft	to 190		hour	\$100.00
8197	Cutter, Brush	Cutter Size	10 ft	to 245		hour	\$120.00
8670	Derrick, Hydraulic Digger	Max. Boom Length	60 ft		Includes hydraulic pole alignment attachment. Add to Truck rate.	hour	\$21.00
8671	Derrick, Hydraulic Digger	Max. Boom Length	90 ft		Includes hydraulic pole alignment attachment. Add to Truck rate.	hour	\$39.00
8580	Distributor, Asphalt	Tank Capacity	500 gal		insulated tank, and circulating spray bar.	hour	\$12.00
8581	Distributor, Asphalt	Tank Capacity	1000 gal		Truck Mounted. Includes burners, insulated tank, and circulating spray bar. Add to Truck rate.	hour	\$13.00
8582	Distributor, Asphalt	Tank Capacity	4000 gal		Truck Mounted. Includes burners, insulated tank, and circulating spray bar. Add to Truck rate.	hour	\$25.00
8250	Dozer, Crawler			to 75		hour	\$31.00
8251	Dozer, Crawler			to 105		hour	\$40.00
8252	Dozer, Crawler			to 160		hour	\$65.00
8253	Dozer, Crawler			to 250		hour	\$80.00
8254	Dozer, Crawler			to 360		hour	\$135.00
8255	Dozer, Crawler			to 565		hour	\$250.00
8256	Dozer, Crawler			to 850		hour	\$340.00
8260	Dozer, Wheel			to 300		hour	\$55.00
8261	Dozer, Wheel			to 400		hour	\$110.00
8262	Dozer, Wheel			to 500		hour	\$150.00
8263	Dozer, Wheel			to 625		hour	\$200.00
8280	Excavator, Hydraulic	Bucket Capacity	0.5 cy	to 45	Crawler, Truck & Wheel. Includes bucket.	hour	\$18.00
8281	Excavator, Hydraulic	Bucket Capacity	1.0 cy	to 90	Crawler, Truck & Wheel. Includes bucket.	hour	\$39.00
8282	Excavator, Hydraulic	Bucket Capacity	1.5 cy	to 160	Crawler, Truck & Wheel. Includes bucket.	hour	\$85.00
8283	Excavator, Hydraulic	Bucket Capacity	2.5 cy	to 265	Crawler, Truck & Wheel. Includes bucket.	hour	\$120.00
8284	Excavator, Hydraulic	Bucket Capacity	4.5 cy	to 420	Crawler, Truck & Wheel. Includes bucket.	hour	\$200.00
8285	Excavator, Hydraulic	Bucket Capacity	7.5 cy	to 650	Crawler, Truck & Wheel. Includes bucket.	hour	\$240.00
8286	Excavator, Hydraulic	Bucket Capacity	12 cy	to 1000	Crawler, Truck & Wheel. Includes bucket.	hour	\$400.00
8240	Feeder, Grizzly			to 35		hour	\$17.00
8241	Feeder, Grizzly			to 55		hour	\$30.00
8242	Feeder, Grizzly			to 75		hour	\$44.00
8300	Fork Lift	Capacity	6000 lb	to 60		hour	11.75
8301	Fork Lift	Capacity	12000 lb	to 90		hour	\$17.00
8302	Fork Lift	Capacity	18000 lb	to 140		hour	\$23.00
8303	Fork Lift	Capacity	50000 lb	to 215		hour	\$50.00
8310	Generator	Prime Output	5.5 kW	to 10		hour	\$3.25
8311	Generator	Prime Output	16 kW	to 25		hour	\$8.00
8312	Generator	Prime Output	43 kW	to 65		hour	\$17.00
8313	Generator	Prime Output	100 kW	to 125		hour	\$34.00
8314	Generator	Prime Output	150 kW	to 240		hour	\$50.00
8315	Generator	Prime Output	210 kW	to 300		hour	\$80.00
8316	Generator	Prime Output	280 kW	to 400		hour	\$85.00

FEMA's SCHEDULE OF EQUIPMENT RATES

Cost Code	Equipment	Specification	Capacity/Size	HP	Notes	Unit	Rate
8317	Generator	Prime Output	350 kW	to 500			
8318	Generator	Prime Output	530 kW	to 750		hour	\$95.00
8319	Generator	Prime Output	710 kW	to 1000		hour	\$150.00
8320	Generator	Prime Output	1100 kW	to 1500		hour	\$200.00
8321	Generator	Prime Output	2500 kW	to 3000		hour	\$375.00
8755	Golf Cart	Capacity	2 person			hour	\$500.00
8330	Graders	Moldboard Size	10 ft	to 110		hour	\$3.20
8331	Graders	Moldboard Size	12 ft	to 150	Includes Rigid and Articulate	hour	\$34.50
8332	Graders	Moldboard Size	14 ft	to 225	Includes Rigid and Articulate	hour	\$58.00
8350	Hose, Discharge	Diameter	3 in		Per 25 foot length. Includes couplings.	hour	\$0.13
8351	Hose, Discharge	Diameter	4 in		Per 25 foot length. Includes couplings.	hour	\$0.19
8352	Hose, Discharge	Diameter	6 in		Per 25 foot length. Includes couplings.	hour	\$0.50
8353	Hose, Discharge	Diameter	8 in		Per 25 foot length. Includes couplings.	hour	\$0.75
8354	Hose, Discharge	Diameter	12 in		Per 25 foot length. Includes couplings.	hour	\$1.35
8355	Hose, Discharge	Diameter	16 in		Per 25 foot length. Includes couplings.	hour	\$2.20
8356	Hose, Suction	Diameter	3 in		Per 25 foot length. Includes couplings.	hour	\$0.23
8357	Hose, Suction	Diameter	4 in		Per 25 foot length. Includes couplings.	hour	\$0.43
8358	Hose, Suction	Diameter	6 in		Per 25 foot length. Includes couplings.	hour	\$0.90
8359	Hose, Suction	Diameter	8 in		Per 25 foot length. Includes couplings.	hour	\$1.35
8360	Hose, Suction	Diameter	12 in		Per 25 foot length. Includes couplings.	hour	\$2.45
8361	Hose, Suction	Diameter	16 in		Per 25 foot length. Includes couplings.	hour	\$3.90
8517	Jackhammer (Dry)	Weight Class	25-45 lb			hour	\$1.00
8518	Jackhammer (Wet)	Weight Class	30-55 lb			hour	\$1.15
8380	Loader, Crawler	Bucket Capacity	0.5 cy	to 32	Includes bucket.	hour	\$11.50
8381	Loader, Crawler	Bucket Capacity	1 cy	to 60	Includes bucket.	hour	\$19.00
8382	Loader, Crawler	Bucket Capacity	2 cy	to 118	Includes bucket.	hour	\$42.00
8383	Loader, Crawler	Bucket Capacity	3 cy	to 178	Includes bucket.	hour	\$76.00
8384	Loader, Crawler	Bucket Capacity	4 cy	to 238	Includes bucket.	hour	\$115.00
8540	Loader, Skid-Steer	Operating Capacity	1000 lb	to 35		hour	\$11.00
8541	Loader, Skid-Steer	Operating Capacity	2000 lb	to 65		hour	\$18.00
8542	Loader, Skid-Steer	Operating Capacity	3000 lb	to 85		hour	\$22.00
8401	Loader, Tractor, Wheel			to 81		hour	\$25.00
8390	Loader, Wheel	Bucket Capacity	0.5 cy	to 38		hour	\$15.50
8391	Loader, Wheel	Bucket Capacity	1 cy	to 60		hour	\$21.50
8392	Loader, Wheel	Bucket Capacity	2 cy	to 105		hour	\$28.75
8393	Loader, Wheel	Bucket Capacity	3 cy	to 152		hour	\$40.00
8394	Loader, Wheel	Bucket Capacity	4 cy	to 200		hour	\$52.00
8395	Loader, Wheel	Bucket Capacity	5 cy	to 250		hour	\$66.00
8396	Loader, Wheel	Bucket Capacity	6 cy	to 305		hour	\$82.00
8397	Loader, Wheel	Bucket Capacity	7 cy	to 360		hour	\$95.00
8398	Loader, Wheel	Bucket Capacity	8 cy	to 530		hour	\$140.00
8570	Loader-Backhoe, Wheel	Loader Bucket Capacity	0.5 cy	to 40	Loader and Backhoe Buckets included.	hour	\$14.75
8571	Loader-Backhoe, Wheel	Loader Bucket Capacity	1 cy	to 70	Loader and Backhoe Buckets included.	hour	\$23.50
8572	Loader-Backhoe, Wheel	Loader Bucket Capacity	1.5 cy	to 95	Loader and Backhoe Buckets included.	hour	\$33.00
8573	Loader-Backhoe, Wheel	Loader Bucket Capacity	1.75 cy	to 115	Loader and Backhoe Buckets included.	hour	\$38.00
8410	Mixer, Concrete Portable	Batching Capacity	10 cft			hour	\$3.25
8411	Mixer, Concrete, Trailer	Batching Capacity	12 cft			hour	\$4.25
8412	Mixer, Concrete, Trailer	Batching Capacity	11 cft	to 10		hour	\$9.75
8413	Mixer, Concrete, Trailer	Batching Capacity	16 cft	to 25		hour	\$15.25
8075	Motorcycle, Police					hour	\$15.25
8633	Mulcher, Trailer Mntd	Working Capacity	7 tph	to 35		hour	\$10.25
8634	Mulcher, Trailer Mntd	Working Capacity	10 tph	to 55		hour	\$15.75
8635	Mulcher, Trailer Mntd	Working Capacity	20 tph	to 120		hour	\$24.75
8430	Paver, Asphalt, Towed				Does not include Prime Mover.	hour	\$7.00
8431	Paver, Asphalt			to 50	Includes wheel and crawler equipment.	hour	\$65.00
8432	Paver, Asphalt			to 125	Includes wheel and crawler equipment.	hour	\$115.00
8433	Paver, Asphalt			to 175	Includes wheel and crawler equipment.	hour	\$125.00
8434	Paver, Asphalt			to 250	Includes wheel and crawler equipment.	hour	\$140.00
8436	Pick-up, Asphalt			to 110		hour	\$55.00
8437	Pick-up, Asphalt			to 150		hour	\$83.00
8438	Pick-up, Asphalt			to 200		hour	\$110.00
8439	Pick-up, Asphalt			to 275		hour	\$140.00
8660	Plow, Cable	Plow Depth	24 in	to 30		hour	\$10.25

FEMA's SCHEDULE OF EQUIPMENT RATES

Cost Code	Equipment	Specification	Capacity/Size	HP	Notes	Unit	Rate
8661	Plow, Cable	Plow Depth	36 in	to 65		hour	\$27.75
8662	Plow, Cable	Plow Depth	48 in	to 110		hour	\$31.75
8450	Plow, Snow, Grader Mntd	Width	to 10 ft		Add to Grader for total rate.	hour	\$18.00
8451	Plow, Snow, Grader Mntd	Width	to 14 ft		Add to Grader for total rate.	hour	\$24.00
8452	Plow, Snow, Truck Mntd	Width	to 15 ft		Add to Truck rate for total rate.	hour	\$10.75
8453	Plow, Snow, Truck Mntd	Width	to 15 ft		With leveling wing. Add to Truck rate for total rate.	hour	\$18.50
8470	Pump			to 4	Does not include Hoses	hour	\$2.15
8471	Pump			to 6	Does not include Hoses	hour	\$3.20
8472	Pump			to 10	Does not include Hoses.	hour	\$4.10
8473	Pump			to 15	Does not include Hoses.	hour	\$7.75
8474	Pump			to 25	Does not include Hoses.	hour	\$9.25
8475	Pump			to 40	Does not include Hoses.	hour	\$16.00
8476	Pump			to 60	Does not include Hoses.	hour	\$18.75
8477	Pump			to 95	Does not include Hoses.	hour	\$26.50
8478	Pump			to 140	Does not include Hoses.	hour	\$31.00
8479	Pump			to 200	Does not include Hoses.	hour	\$38.00
8480	Pump			to 275	Does not include Hoses.	hour	\$80.00
8481	Pump			to 350	Does not include Hoses.	hour	\$95.00
8482	Pump			to 425	Does not include Hoses.	hour	\$120.00
8483	Pump			to 500	Does not include Hoses.	hour	\$135.00
8484	Pump			to 575	Does not include Hoses.	hour	\$155.00
8485	Pump			to 650	Does not include Hoses	hour	\$180.00
8510	Saw, Concrete	Blade Diameter	14 in	to 14		hour	\$6.00
8511	Saw, Concrete	Blade Diameter	26 in	to 35		hour	\$13.50
8512	Saw, Concrete	Blade Diameter	48 in	to 65		hour	\$23.00
8513	Saw, Rock			to 100		hour	\$30.00
8514	Saw, Rock			to 200		hour	\$60.00
8521	Scraper	Scraper Capacity	16 cy	to 250		hour	\$90.00
8522	Scraper	Scraper Capacity	23 cy	to 365		hour	\$130.00
8523	Scraper	Scraper Capacity	34 cy	to 475		hour	\$200.00
8524	Scraper	Scraper Capacity	44 cy	to 600		hour	\$240.00
8560	Snow Blower	Capacity	2,000 lph	to 400		hour	\$140.00
8561	Snow Blower	Capacity	2,500 lph	to 500		hour	\$160.00
8562	Snow Blower	Capacity	3,500 lph	to 600		hour	\$180.00
8550	Snow Blower, Truck Mntd	Capacity	600 lph	to 75	Does not include Truck.	hour	\$37.50
8551	Snow Blower, Truck Mntd	Capacity	1400 lph	to 200	Does not include Truck.	hour	\$70.00
8552	Snow Blower, Truck Mntd	Capacity	2000 lph	to 340	Does not include Truck.	hour	\$110.00
8553	Snow Blower, Truck Mntd	Capacity	2500 lph	to 400	Does not include Truck.	hour	\$120.00
8558	Snow Thrower, Walk Behind	Cutting Width	25 in	to 5		hour	\$3.25
8559	Snow Thrower, Walk Behind	Cutting Width	60 in	to 15		hour	\$7.00
8630	Sprayer, Seed	Working Capacity	750 gal	to 30	Trailer & Truck mounted. Does not include Prime Mover.	hour	\$9.75
8631	Sprayer, Seed	Working Capacity	1250 gal	to 50	Trailer & Truck mounted. Does not include Prime Mover.	hour	\$15.00
8632	Sprayer, Seed	Working Capacity	3500 gal	to 115	Trailer & Truck mounted. Does not include Prime Mover.	hour	\$25.75
8458	Spreader, Chemical	Capacity	5 cy	to 4	Trailer & Truck mounted. Does not	hour	\$4.00
8423	Spreader, Chip	Spread Hopper Width	12.5 ft	to 152		hour	\$50.00
8424	Spreader, Chip	Spread Hopper Width	16.5 ft	to 215		hour	\$80.00
8425	Spreader, Chip, Mntd	Hopper Size	8 ft	to 8	Trailer & Truck mounted.	hour	\$3.30
8455	Spreader, Sand	Mounting	Tailgate, Chassis			hour	\$3.30
8456	Spreader, Sand	Mounting	Dump Body			hour	\$5.50
8457	Spreader, Sand	Mounting	Truck (10 yd)			hour	\$7.50
8440	Striper	Paint Capacity	40 gal	to 22		hour	\$8.75
8441	Striper	Paint Capacity	90 gal	to 60		hour	\$19.00
8442	Striper	Paint Capacity	120 gal	to 122		hour	\$37.00
8445	Striper, Truck Mntd	Paint Capacity	120 gal	to 460		hour	\$70.00
8446	Striper, Walk-behind	Paint Capacity	12 gal			hour	\$3.35
8157	Sweeper, Pavement			to 110		hour	\$59.00
8158	Sweeper, Pavement			to 230		hour	\$74.00
8590	Trailer, Dump	Capacity	20 cy		Does not include Prime Mover.	hour	\$8.00

FEMA's SCHEDULE OF EQUIPMENT RATES

Cost Code	Equipment	Specification	Capacity/Size	HP	Notes	Unit	Rate
8591	Trailer, Dump	Capacity	30 cy		Does not include Prime Mover.	hour	\$14.00
8600	Trailer, Equipment	Capacity	30 ton			hour	\$10.25
8601	Trailer, Equipment	Capacity	40 ton			hour	\$12.50
8602	Trailer, Equipment	Capacity	60 ton			hour	\$15.00
8603	Trailer, Equipment	Capacity	120 ton			hour	\$25.00
8640	Trailer, Office	Trailer Size	8' x 24'			hour	\$1.70
8641	Trailer, Office	Trailer Size	8' x 32'			hour	\$1.75
8642	Trailer, Office	Trailer Size	10' x 32'			hour	\$2.60
8610	Trailer, Water	Tank Capacity	4000 gal		Includes a centrifugal pump with sump and a rear spraybar.	hour	\$11.00
8611	Trailer, Water	Tank Capacity	6000 gal		Includes a centrifugal pump with sump and a rear spraybar.	hour	\$14.00
8612	Trailer, Water	Tank Capacity	10000 gal		Includes a centrifugal pump with sump and a rear spraybar.	hour	\$18.50
8613	Trailer, Water	Tank Capacity	14000 gal		Includes a centrifugal pump with sump and a rear spraybar.	hour	\$20.50
8650	Trencher			to 40	Walk-behind, Crawler & Wheel Mounted. Chain and Wheel.	hour	\$11.75
8651	Trencher			to 85	Walk-behind, Crawler & Wheel Mounted. Chain and Wheel.	hour	\$25.00
8290	Trowel, Concrete	Diameter	48 in	to 12		hour	\$4.50
8680	Truck, Concrete Mixer	Mixer Capacity	13 cy	to 300		hour	\$75.00
8720	Truck, Dump	Struck Capacity	8 cy	to 220		hour	\$35.00
8721	Truck, Dump	Struck Capacity	10 cy	to 320		hour	\$45.00
8722	Truck, Dump	Struck Capacity	12 cy	to 400		hour	\$60.00
8723	Truck, Dump	Struck Capacity	18 cy	to 400		hour	\$65.00
8724	Truck, Dump, Off	Struck Capacity	28 cy	to 450		hour	\$105.00
8690	Truck, Fire	Pump Capacity	1000 gpm			hour	\$70.00
8691	Truck, Fire	Pump Capacity	1250 gpm			hour	\$80.00
8692	Truck, Fire	Pump Capacity	1500 gpm			hour	\$85.00
8693	Truck, Fire	Pump Capacity	2000 gpm			hour	\$90.00
8694	Truck, Fire Ladder	Ladder length	75 ft			hour	\$125.00
8695	Truck, Fire Ladder	Ladder length	150 ft			hour	\$150.00
8700	Truck, Flatbed	Maximum Gvw	15000 lb	to 200		hour	\$20.00
8701	Truck, Flatbed	Maximum Gvw	25000 lb	to 275		hour	\$22.00
8702	Truck, Flatbed	Maximum Gvw	30000 lb	to 300		hour	\$25.00
8703	Truck, Flatbed	Maximum Gvw	45000 lb	to 380		hour	\$43.00
8730	Truck, Garbage	Capacity	25 cy	to 255		hour	\$47.00
8731	Truck, Garbage	Capacity	32 cy	to 325		hour	\$55.00
8800	Truck, Pickup				Transporting people.	mile	\$0.50
8801	Truck, Pickup		1/2 ton			hour	\$14.00
8802	Truck, Pickup		1 ton			hour	\$20.00
8803	Truck, Pickup		1 1/4 ton			hour	\$22.00
8804	Truck, Pickup		1 1/2 ton			hour	\$25.00
8805	Truck, Pickup		1 3/4 ton			hour	\$30.00
8790	Truck, Tractor	4 x 2	30000 lb	to 220		hour	\$32.00
8791	Truck, Tractor	4 x 2	45000 lb	to 310		hour	\$45.00
8792	Truck, Tractor	6 x 4	50000 lb	to 400		hour	\$55.00
8780	Truck, Water	Tank Capacity	2500 gal	to 175	Include pump and rear spray system.	hour	\$31.00
8781	Truck, Water	Tank Capacity	4000 gal	to 250	Include pump and rear spray system.	hour	\$42.00
8620	Tub Grinder			to 440		hour	\$85.00
8621	Tub Grinder			to 630		hour	\$120.00
8622	Tub Grinder			to 760		hour	\$150.00
8623	Tub Grinder			to 1000		hour	\$270.00
8753	Vehicle, Recreational			to 10		hour	\$3.00
8750	Vehicle, Small			to 30		hour	\$7.00
8761	Vibrator, Concrete			to 4		hour	\$1.15
8770	Welder, Portable			to 16	Includes ground cable and lead cable.	hour	\$5.00
8771	Welder, Portable			to 34	Includes ground cable and lead cable.	hour	\$11.50
8772	Welder, Portable			to 50	Includes ground cable and lead cable.	hour	\$16.00
8773	Welder, Portable			to 80	Includes ground cable and lead cable.	hour	\$22.00



AI-30739

17. B. 2.

CC REGULAR

Meeting Date: 01/31/2012

Submitted For: Martha Salazar

Submitted By: Vangie Garcia, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

- ✓ a. Acceptance and approval of an "Amendment" to Interlocal Agreement #C-11-290-10-18 between City Of Mercedes and County Of Hidalgo to assist each other in multiple projects (previously approved by CC on 10/18/11) to include the revised Exhibit "A"- "Personnel Hourly Rates"; and
- ✓ b. Acceptance and approval of an Interlocal Cooperation Agreement Project: provision of the "City Of Mercedes Walking Trail-Reconstruction".

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012

ACCT. #: fund 1200 R & B

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Hidalgo County Precinct One will request the City Of Mercedes to deposit an estimated amount of \$23,569.83 into an escrow to be setup under Hidalgo County for road materials and hauling expenses and will invoice the City for labor and equipment expenses once the project is completed pursuant to the finalization of project thus allowing the Precinct to have accurate figures in billing for the labor and equipment cost to the City Of Mercedes.

Funding source will be R & B fund. Estimate was developed and provided by Pct. 1.

Attachments

- Interlocal Agreement
- Amendment
- Interlocal Cooperation Agreement Project Document
- Precinct's Request
- Walking Trail Estimate

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	01/26/2012 01:35 PM
Budget & Management	Merlen P. Munoz	01/26/2012 02:12 PM
Ivan Cantu	Ivan Cantu	01/27/2012 03:41 PM
Purchasing Department	Marty Salazar	01/26/2012 01:35 PM
Budget & Management	Merlen P. Munoz	01/26/2012 02:12 PM
Ivan Cantu	Ivan Cantu	01/27/2012 03:41 PM
Auditor's Office		

Form Started By: Vangie Garcia

Started On: 01/24/2012 03:27 PM

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

**AMENDMENT TO INTERLOCAL COOPERATION AGREEMENT
BETWEEN HIDALGO COUNTY AND CITY OF MERCEDES, TEXAS**

This **AMENDMENT** to the INTERLOCAL is made this 31st day of January, 2012 by and between **HIDALGO COUNTY, TEXAS** (the "COUNTY") and **CITY OF MERCEDES, TEXAS**, (the "CITY").

WHEREAS, City and County entered into an Interlocal Agreement dated October 18, 2011 for Hidalgo County and City Of Mercedes to assist each other in multiple projects to be defined by mutual agreement in which both the City and the County would benefit from the outcome of the work (the "work");

WHEREAS, County shall provide City with man power at the current hourly rates for individuals required to complete the work.

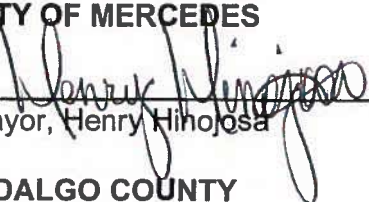
NOW THEREFORE, for and in consideration of the terms and provisions set forth herein, for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, City and County hereby agree to the following amendment to the Agreement:

1. Exhibit "A" under current Interlocal Agreement shall be deleted in its entirety and Exhibit "A" attached hereto shall be substituted in lieu thereof:
2. Except as modified herein, all terms and conditions of the Contract, as amended, remain in full force and effect and City and County ratify and confirm the terms and provisions of the Agreement as amended.

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

[SIGNATURE PAGE TO FOLLOW]

CITY OF MERCEDES



Mayor, Henry Hinojosa

HIDALGO COUNTY



Ramon Garcia, County Judge

ATTEST:



Arturo Guajardo, Jr., County Clerk

Approved by Commissioners' Court

on 1-31-12 RW

**APPROVED AS TO FORM:
ATLAS & HALL, L.L.P.**

By: 

Stephen L. Crain

APPROVED BY COMMISSIONERS COURT: 01/31/12

EXHIBIT A
PERSONNEL HOURLY RATES

DRIVER/OPERATOR	Hour	RATE
Paver	Hour	\$18.99
Motor grader	Hour	\$16.43
Pneumatic Roller	Hour	\$12.14
Double Drum Roller	Hour	\$10.58
Back Hoe	Hour	\$12.50
Truck Driver	Hour	\$12.50
Maintenance	Hour	\$11.64
Bulldozer	Hour	\$19.23
Excavator	Hour	\$19.23


STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

**APPROVAL OF INTERLOCAL COOPERATION AGREEMENT
PROJECT**

In accordance with Texas Government Code §791.014, Hidalgo County, Texas, acting by and through the Hidalgo County Commissioners Court, has been advised of a proposed project "City Of Mercedes Walking Trail-Reconstruction", (collectively the "Project"); through an Interlocal Cooperation Agreement to be entered into with The City Of Mercedes, Texas and Hidalgo County.

By vote January 31, 2012, the Hidalgo County Commissioners Court has approved the Project identified above.


By: Ramon Garcia, County Judge

ATTEST:

Arturo Guajardo, Jr., County Clerk

Approved by Commissioners' Court
on 1/31/12

APPROVED AS TO FORM:
Atlas & Hall, L.L.P.

By: 
Stephen L. Crain

APPROVED BY COMMISSIONERS COURT: 01/31/12



AI-30878

21. B. 1.

CC REGULAR

Meeting Date: 02/21/2012

Department Head: Martha Salazar

Department: PURCHASING DEPT.

Information

CAPTION



Acceptance and approval of an "Amendment" to Interlocal Agreement #C-11-333-12-29 between City Of Edcouch and County Of Hidalgo to assist each other in multiple projects (previously approved by CC on 12/29/11) to include/add Supplemental Exhibit A-"Employees Hourly Rates" and which said action is applicable to the previously CC approved ILAs for the Cities of Mercedes, La Villa, Donna and Progreso.

BACKGROUND

Fiscal Impact

FISCAL YEAR:

ACCT. #:

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

This agenda item will have no fiscal impact. The interlocal will be used on an "as needed basis". Funding to be determined once project is identified and there is a need for the interlocal to be used by the Pct and City.

In accordance with article 5 of ICA estimated amount of project as determined by Co. is to be escrowed by City. Actual project costs in excess of estimated amount escrowed are subject to be reimbursed by City to Co.

Attachments

Amendment Document

Interlocal Documentation

Form Review

<u>Inbox</u>	<u>Reviewed By</u>	<u>Date</u>
Purchasing Department	Marty Salazar	02/08/2012 01:35 PM
Budget & Management	Merlen P. Munoz	02/08/2012 01:44 PM
Ivan Cantu	Ivan Cantu	02/10/2012 08:48 AM
Auditor's Office	Arcilia Duran	02/16/2012 11:32 AM
Martha Salazar	Marty Salazar	02/17/2012 10:24 AM
Form Started By: Vangie Garcia		Started On: 02/01/2012 02:07 PM
Final Approval Date: 02/17/2012		

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

**AMENDMENT TO INTERLOCAL COOPERATION AGREEMENT
BETWEEN HIDALGO COUNTY AND CITY OF MERCEDES, TEXAS**

This **AMENDMENT** to the INTERLOCAL AGREEMENT is made this 21st day of **February, 2012** by and between **HIDALGO COUNTY, TEXAS** (the "COUNTY") and **CITY OF MERCEDES, TEXAS**, (the "CITY").

WHEREAS, City and County entered into an Interlocal Agreement dated October 18, 2011 by and between Hidalgo County and City Of Mercedes to assist each other in multiple projects to be defined by mutual agreement in which both the City and the County would benefit from the outcome of the work (the "work");

NOW THEREFORE, for and in consideration of the terms and provisions set forth herein, for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, City and County hereby agree to the following amendment to the Agreement:

1. Exhibit "A" under current Interlocal Agreement shall be amended to include Supplemental Exhibit "A" a copy of which is attached hereto.
2. Except as modified herein, all terms and conditions of the Contract, as amended, remain in full force and effect and City and County ratify and confirm the terms and provisions of the Agreement as amended.

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

[SIGNATURE PAGE TO FOLLOW]

CITY OF MERCEDES

Henry Hinojosa
Mayor Henry Hinojosa

HIDALGO COUNTY

Ramon Garcia
Ramon Garcia, County Judge

ATTEST:

Arturo Guajardo, Jr.
Arturo Guajardo, Jr., County Clerk

Approved by Commissioners' Court
2-21-12 ro

APPROVED AS TO FORM:
ATLAS & HALL, L.L.P.

By: SLC
Stephen L. Crain

APPROVED BY COMMISSIONERS COURT: February 21, 2012

SUPPLEMENTAL EXHIBIT "A"
EMPLOYEES HOURLY RATES

DRIVER/OPERATOR	Hour	RATE
-----------------	------	------

Paver	Hour	\$18.99
Motor grader	Hour	\$16.43
Pneumatic Roller	Hour	\$12.14
Double Drum Roller	Hour	\$10.58
Back Hoe	Hour	\$12.50
Truck Driver	Hour	\$12.50
Maintenance	Hour	\$11.64
Bulldozer	Hour	\$19.23
Excavator	Hour	\$19.23

Evangelina Garcia

From: Martha Salazar [martha.salazar@co.hidalgo.tx.us]
Sent: Friday, February 17, 2012 2:07 PM
To: 'Evangelina Garcia'
Subject: FW: Regular AI-30878 Purchasing for Precinct No. 1

Importance: High

WE MAKE ONE GOOD TEAM. LET'S PAT OURSELVES ON THE BACK.

From: Steve Crain [mailto:scrain@atlashall.com]
Sent: Friday, February 17, 2012 10:48 AM
To: 'Martha Salazar'
Subject: RE: Regular AI-30878 Purchasing for Precinct No. 1

The amendment to the contract is fine.

From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Friday, February 17, 2012 10:22 AM
To: scrain@atlashall.com
Cc: 'Evangelina Garcia'
Subject: FW: Regular AI-30878 Purchasing for Precinct No. 1
Importance: High

Mr. Crain:

Please review and comment as to form. The reason we are approaching it this way is that the item can thereafter just be attached to the City's document without any need for further action.

I believe it accomplishes the end result. Hope you agree. It's on next Tuesday's agenda.

Marty

From: Evangelina Garcia [mailto:evangelina.garcia@co.hidalgo.tx.us]
Sent: Friday, February 17, 2012 10:19 AM
To: 'Martha Salazar'
Subject: RE: Regular AI-30878 Purchasing for Precinct No. 1

Marty:

Attached is the revised amendment.

Thank you

*Vangie Y. Garcia, Contract's Manager
2802 S. Business Hwy. 281
New Administration Building
Edinburg, Texas 78539
(956) 292-7000-Extension 4856
email: evangelina.garcia@co.hidalgo.tx.us*

From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Friday, February 17, 2012 9:40 AM
To: 'Arcy Duran'; 'Evangelina Garcia'