

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 ____ day of April, 2013 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 December 28, 2012 by and between County and City to make highway improvements to a portion Mile 2 west from U. S. 83 to 0.44 miles north of U.S. 83;

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. The seventh "Whereas Clause" shall be deleted in its entirety and the following substituted in lieu of:

WHEREAS, the Project will require the acquisition of certain right of way, environment documentation, engineering design, surveying and road construction within the city limits and ETJ of City and as such, City has requested that County provide all necessary services required for the Project on its behalf;

2. Numbered paragraph 2 shall be deleted in its entirety and the following substituted in lieu thereof:

City further agrees to reimburse County for any and all expenses not reimbursed directly to County by TxDOT for the right of way acquisition including but not limited to the cost of land, title policies, appraisals, recording fees, closing costs and any necessary legal services and any and all other associated expenses incurred by County related to engineering design, surveying, environmental documentation and road construction of the project.

3. Numbered paragraph 4 shall be deleted in its entirety and the following substituted in lieu thereof:

City further agrees to at its sole cost and expense to incur all costs associated with utility design, utility relocation, road construction not reimbursed to County by TxDOT and all related items within the corporate city limits and the ETJ of City which may be necessary to complete the Project described herein.

4. The "with copy to " address in numbered paragraph 11 shall be deleted in its entirety and the following shall be substituted in lieu thereof:

AC Cuellar, Jr., Commissioner
Precinct No. 1
1902 Joe Stephens Avenue
Weslaco, Texas 78596

5. 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.

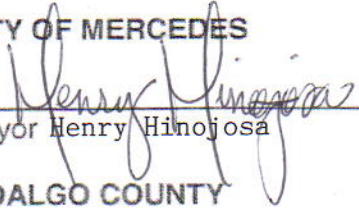
EXECUTED IN DUPLICATE ORIGINALS and effective as of the day and year first written above.

ATTEST:



Arcelia L. Felix, City Secretary

CITY OF MERCEDES



Mayor Henry Hinojosa

HIDALGO COUNTY

Ramon Garcia, County Judge

ATTEST:

Arturo Guajardo, Jr., County Clerk

APPROVED AS TO FORM:

ATLAS, HALL & RODRIGUEZ, LLP

By: _____
Stephen L. Crain

APPROVED BY COMMISSIONERS COURT: _____

April 8, 2013

Raul Lozano
Hidalgo Co. Precinct No. 1
County of Hidalgo
1902 Joe Stephens Ave.
Weslaco, TX 78596

Re: Interlocal Amended Agreement for Mile 2 West Road Project from
U.S. 83 to 0.44 miles North of U.S. 83, Mercedes, Texas

Dear Mr. Lozano:

As per recent Mercedes City Commission action taken at their regular meeting of April 2, 2013, please find enclosed two (2) original executed contract documents for the above-referenced project.

Once County Commissioner's Court approval is made, we kindly request a fully executed copy this agreement for the City's contract files. We would appreciate your assistance on this request and should there be any questions, please do not hesitate to contact our offices at 565-3114.

Sincerely,



Ricardo Garcia
City Manager

Enclosures

Cc: Arcelia L. Felix, City Secretary
Files