

STATE OF TEXAS

COUNTY OF HIDALGO

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

This AMENDMENT to the INTERLOCAL AGREEMENT is made this 23rd day of June, 2015 by and between HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 (the "District") and HIDALGO COUNTY (the "County").

WHEREAS, District and County entered into an Inter-local Agreement dated January 17, 2006 (the "Agreement") whereby the County agreed to provide certain administrative and support services to District (the "Work");

WHEREAS, the District has determined the need for District Employee Payroll Service and Related Payroll Service;

WHEREAS, the County has the ability to provide Payroll Service through and related services to District.

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

1. Subparagraph I shall be added to numbered Paragraph 1 of the Agreement to read as follows:
 1. The County shall provide the District Payroll Service for District Employees and related payroll service by means the County Treasurer's Office.
2. Except as modified herein, all terms and conditions of the Contract, as amended, remain in full force and effect and District 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.

Hidalgo County Drainage District No. 1

Ramon Garcia, Chairman of the Board

Hidalgo County

Ramon Garcia, County Judge

ATTEST:

Arturo Guajardo, Jr., County Clerk

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

BY: _____

EXHIBIT "A"
INTERLOCAL COOPERATION AGREEMENT
SCHEDULE OF PAYMENTS

The District agrees to pay County monthly and in advance:

1. For performing the duties set forth in numbered Paragraph 1 under this Agreement the sum of \$25,000.00 annually (\$2,083.33 monthly).
2. For providing Additional Services referred to in numbered Paragraph 2 of this Agreement, an amount to be determined by mutual consent of the County and District.

STATE OF TEXAS

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COUNTY OF HIDALGO

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

THIS AGREEMENT is made on this the 17th day of January, 2006 by and between **HIDALGO COUNTY DRAINAGE DISTRICT NO. 1**, hereinafter referred to as "District", and **HIDALGO COUNTY**, hereinafter referred to as "County", pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WITNESSETH:

WHEREAS, District currently utilizes the administrative services of County for expediency and efficiency;

WHEREAS, the parties hereto have determined it is beneficial to both parties to continue this relationship and that the compensation to County hereunder is reasonable for the services provided by County to District; and

WHEREAS, District and County are authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act, Texas Government Code 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, District and County, in consideration of the mutual covenants expressed hereinafter, agree as follows:

1. Duties of County. County agrees to perform the following services for District:

- A. County shall provide District upon request, availability of prior years accounting information and records.
- B. The County Treasurer shall provide District upon request, availability of prior years payroll information and records.
- C. The County Purchasing Department shall provide District upon request, buyer assistance, availability of prior years procurement services and equipment surplus services including but not limited to inventory and auction service information and records.
- D. The County shall provide Financial Budget Office support services and administrative component services including but not limited to prior years

Worker's Compensation, Risk and Safety and Health Insurance information and records.

- E. The County shall assist the District if requested by the District, in preparation of documents including, but not limited to, resolutions, reports, agendas, and meeting notices as may be necessary for the District's Board of Directors to conduct the District's affairs.
 - F. The County shall make available Civil Service Commission for use by employees of the Drainage District.
 - G. Upon request of the District, the County shall obtain proposals for and evaluate and maintain in full force and effect, at the District's expense, health insurance coverage for the District.
 - H. The County's Information Technology (IT) personnel shall provide the District with computer services including but not limited to District's use of the County's computer system.
2. **Additional Services.** County may, upon request by the District, provide any additional services upon such terms and conditions as may be mutually agreed to between District and County.
3. **Term of Agreement.** Unless termination occurs under the provisions of Paragraph 5.C of this Agreement, the term of this Agreement shall be one (1) year from the date hereof. This Agreement shall automatically renew for additional one (1) year periods unless prior to any anniversary date hereof, any party notifies the other in writing at least ninety (90) days prior to any such anniversary date of such party's termination of this Agreement on the next occurring anniversary date.
4. **Compensation of County.** County shall be entitled to payment for services performed in the administration of this Agreement. Such payment shall be in accordance with the schedule hereto attached as Exhibit "A", which payments shall be made by the District within five (5) business days after receipt by the District of County's statement setting forth the amount due. If County fails to receive such payments within ten (10) business days after transmittal of such statement to District, then County shall have the right to offset any such amounts due against funds to be transmitted to District.
5. **Miscellaneous.**
- A. This Agreement may be modified or amended only by agreement in writing executed by the District and County, and not otherwise.
 - B. This Agreement, including any exhibit attached hereto, constitutes the entire agreement and understanding between the parties hereto and

supersedes any prior agreement or understanding relating to the subject matter of this Agreement.

- C. Except as elsewhere provided herein, this Agreement is not assignable by either County or District, in whole or in part. Notwithstanding anything to the contrary herein, the District may, upon ninety (90) days written notice to County, terminate this Agreement upon County's negligence or willful misconduct in the administration of its duties under this Agreement.
- D. The parties hereto each represent and warrant to the other that it has full right and authority to enter into this Agreement and to perform its obligations hereunder and that all actions required by law to be taken by each party as a condition precedent to the valid execution of this Agreement have been taken, and assuming due authorization, execution and delivery by the parties hereto, this Agreement constitutes a legal, valid and binding obligation of the parties enforceable in accordance with its terms.
- E. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.
- F. County shall at all times be deemed an independent contractor with the District and this Agreement shall not be deemed to constitute the County as a partner or joint venture with District.
- G. Nothing herein contained shall be construed as prohibiting County from entering into agreements with other parties, which agreements are similar in nature or which contemplate activities similar to this Agreement.
- H. **Notice.** Addresses for all notices, requests, demands or other documents which may be required to be given or delivered in accordance with the Agreement are as follows:

District: Hidalgo County Drainage District No. 1
902 N. Doolittle Road
Edinburg, Texas 78539

County: Hidalgo County, Texas
Attn: County Judge
100 E. Cano, 2nd Floor
Edinburg, Texas 78539

- I. **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.

- J. **Severability.** Should any phrase, clause, sentence or section of this Agreement be judicially declared to be invalid, unenforceable or void, such decision will not have the effect of invalidating or voiding the remainder of this Agreement, and such part of this Agreement will be deemed to have been stricken herefrom and the remainder of this Agreement will have the same force and effect as if such part or parts had never been included herein.
- K. **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.
- L. **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.
- M. **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.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first written above.

HIDALGO COUNTY, TEXAS

APPROVED BY
COMMISSIONERS' COURT

DATE: JAN 17 2006


Ramon Garcia, County Judge

EXHIBIT "A"

INTERLOCAL COOPERATION AGREEMENT

SCHEDULE OF PAYMENTS

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