

THE STATE OF TEXAS                   §  
   §  
COUNTY OF HIDALGO                 §

**FIRST AMENDMENT TO  
INTERLOCAL COOPERATIVE AGREEMENT BETWEEN EDINBURG CONSOLIDATED  
INDEPENDENT SCHOOL DISTRICT AND THE COUNTY OF HIDALGO**

**THIS FIRST AMENDMENT TO INTERLOCAL COOPERATIVE AGREEMENT (“Agreement”)** is made and entered the \_\_\_\_\_ day of \_\_\_\_\_, 2021 by and between **HIDALGO COUNTY, TEXAS**, (“County”) and **THE EDINBURG CONSOLIDATED INDEPENDENT SCHOOL DISTRICT (“District”)**.

**WITNESSETH**

**WHEREAS**, the County is a local government as defined by the Act; and

**WHEREAS**, the District is political subdivision organized as a Consolidated Independent School District under the laws of the State of Texas for the purpose of educating and providing other activities which assist and benefit the youth and general community with the District’s boundary; and

**WHEREAS**, on or about the 8th day of October, 2019, the County and District entered into an agreement (“Agreement”) for the development of a community park known as the Linn-San Manuel Community Park.

**WHEREAS**, Parties continue to acknowledge that the joint use and development of the Community Park is in their best interest and each continue to benefit from the mutual use and development of the premises. Further, Parties continue to acknowledge that this exchange of governmental functions or services results in an exchange that fairly compensates the performing parties for the services or functions performed under the Agreement; and

**WHEREAS**, pursuant to the Agreement, Parties have ongoing responsibilities in relation to certain areas within the park, and

**WHEREAS**, District desires and requests to make certain modifications at its expense to property maintained by the County on the park premises, and

**WHEREAS**, the Parties desire to amend the Agreement as hereinafter provided to allow District to propose modifications to the Park premises at its expense for beautification purposes which Parties acknowledge serves a public purpose, and

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

1. Number 1 of the Agreement is amended to read as follows:

District will contribute an estimated amount of *Eight Hundred Seventeen Thousand Five Hundred Fifteen and twelve/100ths Dollars (\$817,515.12)* to County against invoice from County for the construction and the professional services that include the design for construction improvements to the “Community Park”. Additionally, the District may submit to the County, including after completion of the Park, written proposals regarding modifications to the Park, including painting of County facilities, for the purpose of beautification of the Park premises. Proposals must be approved by the County, by and through the Hidalgo County Precinct 4 Commissioner or designee. District shall be responsible for

all aspects of the proposed modification(s), including, but not limited to, any and all labor and expenses. District shall perform the proposed modification(s) during times in which it has access to the premises as indicated in number 8, or as coordinated between the Parties.

2. District has submitted murals for beatification purposes of the park and County has approved proposals to be painted on a county owned structure as determined by the County as submitted in Exhibit A
3. Except as modified herein, all terms and conditions of the Agreement, remain in full force and effect. County and District ratify and confirm the terms and provisions of the Agreement as amended herein.

**EXECUTED** and effective as of the day and year first written above.

**THE COUNTY:  
COUNTY OF HIDALGO, TEXAS**

By: \_\_\_\_\_  
Richard F. Cortez, County Judge

**ATTEST:**

\_\_\_\_\_  
Arturo Guajardo Jr., County Clerk

Approved by Commissioners Court on: \_\_\_\_\_

**APPROVED AS TO FORM:**  
Office of the Hidalgo County Criminal District Attorney  
Ricardo Rodriguez, Jr.

By: \_\_\_\_\_  
Robert Vifia, III, Assistant District Attorney

**EDINBURG CONSOLIDATED  
INDEPENDENT SCHOOL DISTRICT**

By: \_\_\_\_\_  
Print Name: Miguel "Mike" Farias  
Title: President, Board of Trustees

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Counsel for Edinburg CISD