

**FIRST AMENDMENT TO INTERLOCAL COOPERATION AGREEMENT
BETWEEN THE HIDALGO COUNTY IRRIGATION DISTRICT NO. 6
AND THE COUNTY OF HIDALGO**

This First Amendment to Interlocal Cooperation Agreement between the Hidalgo County Irrigation District No. 6 and the County of Hidalgo (the "First Amendment") is entered into as of August 12, 2014, by and between HIDALGO IRRIGATION DISTRICT NO. 6 ("Irrigation") and COUNTY OF HIDALGO, TEXAS ("County"), as an amendment to that certain Agreement defined below by and between Irrigation and County.

WITNESSETH:

WHEREAS, Irrigation and County previously entered into that certain Interlocal Cooperation Agreement between the Hidalgo County Irrigation District No. 6 and the County of Hidalgo on June 17, 2014 (the "Agreement");

WHEREAS, Paragraph 2 of the Agreement provides "*Irrigation, at the sole cost and expense of County, within sixty (60) days from the date of the last party to execute this Interlocal Cooperation Agreement will provide deeds to County of those certain parcels of real property which parcels of real property are required or have been required for expansion of the Road, construction of the Bridge and removal of the existing above ground canal. The descriptions of such parcels of real property are attached hereto as Exhibit H.*"

WHEREAS, the Parties desire to amend the deadline for providing deeds by Irrigation as described in Paragraph 2 of the Agreement from sixty (60) days to one (1) year;

WHEREAS, Paragraph 3 of the Agreement provides "*County agrees to provide the cost of all engineering plans and specifications, the cost of all materials, labor and machinery either by its own forces or by third party contractor(s) required to expand the Road, construct the Bridge, remove the existing above ground irrigation canal and construct the Underground Line and the costs of any attorney's fees, not to exceed \$1,500.00, and engineering expenses, not to exceed \$1,000.00, incurred by Irrigation in connection with this Agreement.*"

WHEREAS, the Parties desire to amend the cap on attorney's fees as described in Paragraph 3 of the Agreement from \$1,500.00 to \$1,800.00.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, the parties hereby agree to amend the Agreement.

1. Paragraph 2 of the Agreement is deleted in its entirety and the following is inserted in lieu thereof:

Paragraph 2. Irrigation, at the sole cost and expense of County, within one (1) year from the date of the last party to execute this Interlocal Cooperation Agreement, will provide deeds to County of those certain parcels of real property which parcels of real property are required or have been required for expansion of the Road, construction of the Bridge and removal of the existing above ground canal. The descriptions of such parcels of real property are attached hereto as Exhibit H."

2. Paragraph 2 of the Agreement is deleted in its entirety and the following is inserted in lieu thereof:

Paragraph 3. County agrees to provide the cost of all engineering plans and specifications, the cost of all materials, labor and machinery either by its own forces or by third party contractor(s) required to expand the Road, construct the Bridge, remove the existing above ground irrigation canal and construct the Underground Line and the costs of any attorney's fees, not to exceed \$1,800.00, and engineering expenses, not to exceed \$1,000.00, incurred by Irrigation in connection with this Agreement.

3. Miscellaneous.

a. Each of the parties hereto hereby represents that this First Amendment constitutes the valid, binding and enforceable obligation of such party and that execution, delivery and performance of the obligations of such party hereunder have been duly authorized by all necessary actions.

b. Other than as explicitly provided herein, nothing herein shall be deemed to amend or derogate in any manner from the terms and provisions of the Agreement, which shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Addendum on the date first written above.

IRRIGATION

Hidalgo County Irrigation District No. 6

By: _____

Oscar Garza, President

COUNTY OF HIDALGO

By: _____

Ramon Garcia, County Judge

APPROVED BY
COMMISSIONERS' COURT
ON: 8/12/14


Attest:

Arturo Guajardo, Jr., County Clerk

Approved as to Form:

Atlas, Hall & Rodriguez, LLP

By:



Stephen L. Crain