

STATE OF TEXAS §

COUNTY OF HIDALGO §

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

This First Amendment to the Interlocal Cooperation Agreement is made by and between the City of Edinburg (the "City") and Hidalgo County, Texas ("County"), effective the ___ day of _____ 2012 as follows:

WHEREAS, the City and County executed that certain Interlocal Agreement on October 4, 2011 (the "Agreement") wherein City agreed to provide emergency fire response based services to the geographically assigned Rural Response District;

WHEREAS, County has suspended payment to the Linn-San Manuel Volunteer Fire Department to the Linn-San Manuel Area;

WHEREAS, County desires City's fire department to serve as first responder to the Linn-San Manuel area a description of such area attached to this First Amendment as Exhibit B-1 (the "Area")

WHEREAS, City agrees to provide equipment and full time fire fighting personnel to the Area for emergency fire response services;

NOW THEREFORE for the consideration of the terms and agreements herein and other good and valuable consideration the receipt of which is hereby acknowledged the parties hereto agree as follows:

1. The following shall be inserted as a new section 3.9.1 to the Agreement:

3.9.1. First Responder. (a) In addition to City's responsibilities elsewhere in this Agreement City shall maintain fire fighting vehicle(s) (the "Vehicles") in the Area as a first responder at all times during the term of this Agreement. In addition, to providing vehicles, City shall provide certified fire fighting personnel as first responders (the "Personnel") for calls in the Area.

(b) The terms of the First Amendment to the Agreement shall commence on the date of execution hereof and the termination date shall be the termination date of the Agreement.

2. County shall compensate City for the Vehicles and the Personnel against invoice specifying the hours associated with the Personnel and Vehicles

assigned to the Area in accordance with the amounts specified in Exhibit C attached hereto and incorporated herein.

3. County may terminate the provisions of this First Amendment to the Agreement without cause on seventy two hours notice to City without terminating the other provisions of the Agreement.
4. Exhibit B-1 to this First Amendment shall be inserted as Exhibit B-1 to the Agreement.
5. Exhibit C to this First Amendment shall be inserted as Exhibit C to the Agreement.
6. Except as modified herein, all terms and conditions of the Agreement, as modified, remain in full force and effect and the County and City ratify and confirm the terms and provisions of the Agreement as amended.

EXECUTED IN DUPLICATE ORIGINALS and this ____ day of _____, 2012.

COUNTY OF HIDALGO, TEXAS

By: _____
Ramon Garcia, County Judge

ATTEST:

By: _____
Arturo Guajardo, County Clerk

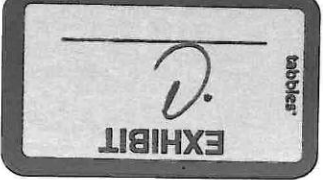
CITY OF EDINBURG, TEXAS

By: _____
Its: _____

APPROVED AS TO FORM:

ATLAS, HALL & RODRIGUEZ, LLP

By: _____
Stephen L. Crain



SOURCE: CITY OF EDINBURG
 INFORMATION FOR MANAGEMENT USE ONLY

Employee #	Employee Title	Annual Salary	Annual Longevity	Annual Seniority	Annual T.C.F.P. Pay	Annual T.C.F.P. Arson	Gross	Fica	TWRS	Twc	Annual Health Insurance	Life Ins	Dental Ins	Disability	Annual Worker Comp.	Total Annual Cost	Hour per
5121506	FIRE LIEUTENANT	47,773.46	486.72	7,500.00	800.00	0.00	56,560.18	4,326.85	7,381.10	261.00	5,496.72	13.20	86.00	107.46	2,154.94	76,616.49	26.2385
5121508	FIRE LIEUTENANT	48,317.30	486.72	7,500.00	1,200.00	0.00	57,504.02	4,399.06	7,504.27	261.00	8,196.24	13.20	86.00	109.26	2,190.90	80,605.46	27.6046
5121510	FIRE LIEUTENANT	47,773.46	486.72	7,500.00	800.00	0.00	56,560.18	4,326.85	7,381.10	261.00	4,083.12	13.20	86.00	107.46	2,154.94	75,143.99	25.7342
5121525	FIREFIGHTER 1	34,319.60	270.00	2,000.00	0.00	0.00	36,589.60	2,799.10	4,774.94	261.00	8,196.24	13.20	86.00	69.52	1,394.06	54,525.18	18.6730
6000519	FIREFIGHTER 1	34,319.60	54.08	0.00	0.00	0.00	34,373.68	2,629.59	4,485.77	261.00	4,083.12	13.20	86.00	65.31	1,309.64	47,477.43	16.2594
6000745	FIREFIGHTER 1	34,319.60	0.00	0.00	0.00	0.00	34,319.60	2,625.45	4,478.71	261.00	4,083.12	13.20	86.00	65.21	1,307.58	47,409.99	16.2363
6000602	FIREFIGHTER 1	34,319.60	0.00	0.00	0.00	0.00	34,319.60	2,625.45	4,478.71	261.00	4,083.12	13.20	86.00	65.21	1,307.58	47,409.99	16.2363
5121505	FIREFIGHTER 2	45,068.68	486.72	7,500.00	800.00	0.00	53,855.40	4,119.94	7,028.13	261.00	5,496.72	13.20	86.00	102.33	2,051.89	73,243.63	25.0834
5121515	FIREFIGHTER 2	43,974.82	432.64	5,000.00	800.00	0.00	50,207.46	3,840.87	6,552.07	261.00	4,083.12	13.20	86.00	95.39	1,912.90	67,222.15	23.0213
5121517	FIREFIGHTER 2	43,598.87	378.56	3,500.00	800.00	0.00	48,277.43	3,693.22	6,300.20	261.00	5,496.72	13.20	86.00	91.73	1,839.37	66,287.91	22.7013
5121521	FIREFIGHTER 2	42,783.11	270.40	2,000.00	800.00	0.00	45,853.51	3,507.79	5,983.88	261.00	4,083.12	13.20	86.00	87.12	1,747.02	61,792.78	21.1619
5121526	FIREFIGHTER 2	42,783.11	216.32	2,000.00	800.00	0.00	45,799.43	3,503.66	5,976.83	261.00	4,083.12	13.20	86.00	87.02	1,744.96	61,725.34	21.1388
5131609	FIRE PREVENTION CAPTAINS	48,600.55	486.72	7,500.00	2,400.00	1,200.00	60,187.27	4,604.33	7,854.44	261.00	8,196.24	13.20	86.00	114.36	2,293.13	83,951.48	40.3613
5131610	FIRE PREVENTION CAPTAINS	48,600.55	486.72	7,500.00	3,600.00	1,200.00	61,387.27	4,696.13	8,011.04	261.00	8,196.24	13.20	86.00	116.64	2,338.85	85,447.88	41.0807
6000441	FIRE INSPECTOR 1	34,319.60	54.08	0.00	1,600.00	0.00	35,973.68	2,751.99	4,694.57	261.00	4,083.12	13.20	86.00	68.35	1,370.60	49,472.63	23.7849
TOTAL		630,871.91	4,596.40	59,500.00	14,400.00	2,400.00	711,768.31	54,450.28	92,885.76	3,915.00	81,940.08	198.00	1,290.00	1,352.36	27,118.37	978,332.33	