

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 08th day of Oct., 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
Ramon Garcia, County Judge

APPROVED BY
COMMISSIONERS' COURT

ON: 10/11/12

ATTEST:

By: Arturo Guajardo
Arturo Guajardo, County Clerk

CITY OF EDINBURG, TEXAS

By: Dominic Aguirre
Its: 10/17/12

APPROVED AS TO FORM:

ATLAS, HALL & RODRIGUEZ, LLP

By: Stephen L. Crain
Stephen L. Crain

ATTEST:

Myra L. Ayala Garza
Myra L. Ayala Garza, City Secretary

APPROVED AS TO FORM:

Gonzalez Palacios LLP
Attorneys at Law

David E. Castello
City Attorney

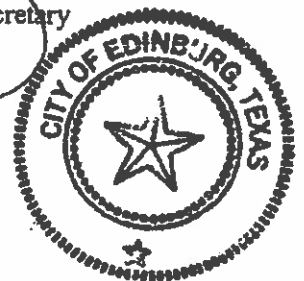
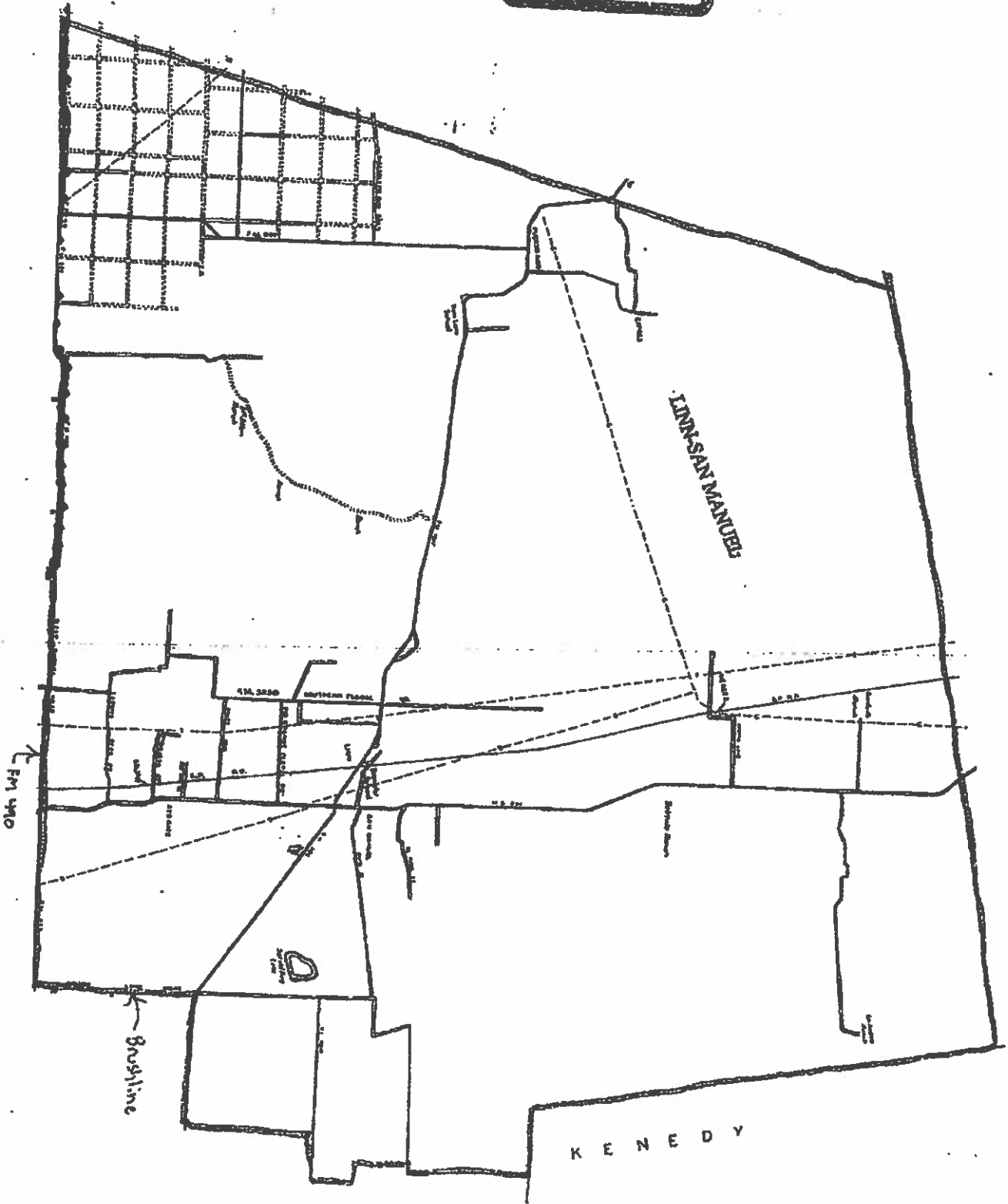


EXHIBIT
B-1



Zimbra

martha.salazar@co.hidalgo.tx.us

FW: Detailed Attachment.xls

From : Martha Salazar <martha.salazar@co.hidalgo.tx.us>

Tue, Aug 07, 2012 02:39 PM

Subject : FW: Detailed Attachment.xls**To :** 'flor salazar' <f.salazar@superioralarms.com>**Cc :** 'Matilde Faz' <matilde.faz@co.hidalgo.tx.us>, 'Darlene Betancourt' <darlene.betancourt@co.hidalgo.tx.us>, 'Oscar Garza' <oscarg.garza@co.hidalgo.tx.us>

Ms. Flor:

We have the clarification response. So I think our best plan is to get your legal counsel's contact information so as to get both legal counsel's to attempt to iron out these differences on your agreement. I will await your information.

Thanks,
Marty

From: Sharon McAfee [mailto:Sharon.McAfee@tasb.org]**Sent:** Tuesday, August 07, 2012 2:18 PM**To:** 'Martha Salazar'**Cc:** 'Matilde Faz'; 'Darlene Betancourt'; 'Oscar Garza'**Subject:** RE: Detailed Attachment.xls

Sorry for the confusion. I stated that a purchase order was acceptable to us; however, I understand the vendor requires a signed agreement for monitoring.

Sharon McAfee
BuyBoard Program Director
Phone: 800-695-2919
Fax: 800-211-5454
E-Mail: sharon.mcafee@tasb.org

From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]**Sent:** Tuesday, August 07, 2012 8:53 AM**To:** Sharon McAfee**Cc:** 'Matilde Faz'; 'Darlene Betancourt'; 'Oscar Garza'**Subject:** FW: Detailed Attachment.xls**Importance:** High

Good Morning Sharon:

Please review the attachment (.xls) sent to us by Superior Alarms. This appears to conflict with the response we received from you yesterday (also attached). Can you clarify? The most pressing issue is that our legal counsel has objections to Superior's contract and Superior will not modify it's terms and conditions to our legal's recommendations. The County needs the monitoring services. That is why we are asking Superior to accept our Purchase Order only (as is the custom under their contract through BuyBoard). We need your help.

Best regards,