STATE OF TEXAS §
§
COUNTY OF HIDALGO §

AMENDMENT No. 1
INTERLOCAL AGREEMENT BETWEEN CITY OF ELSA AND HIDALGO COUNTY, TEXAS RURAL EMERGENCY SERVICES

This **AMENDMENT No. 1** to the **INTERLOCAL AGREEMENT** by and between **CITY OF ELSA** ("hereinafter referred to City/Entity") and **HIDALGO COUNTY, TEXAS** ("hereinafter referred to as HIDALGO") is entered into between the parties effective this **5th** day of **April, 2016.**

WHEREAS, City of Elsa and Hidalgo entered into an Interlocal Agreement effective **January 1, 2016** in which City of Elsa agreed to provide: **"Rural Emergency Services"** for Hidalgo County (the "Agreement");

WHEREAS, the parties desire to amend the Agreement as hereinafter provided;

WHEREAS, due to a need to replace **Exhibit "C"-Fire District Map,** the parties now desire to amend the Interlocal Agreement to denote the correct exhibit;

NOW THEREFORE, for and in consideration of the terms and provisions set forth herein, for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Hidalgo and City of Elsa hereby agree to the following amendment to further modify and correct Exhibit C as set forth below:

1. **Exhibit C-Map -** is hereby deleted in its entirety and replaced by the following, substituted in lieu thereof and where modified, and attached hereto as:

"EXHIBIT C-Map / CITY OF ELSA FIRE DISTRICT MAP"

2. **Paragraph 3.3 –** is hereby deleted in its entirety and replaced by the following, substituted in lieu thereof and where modified.

"3.3 Entity hereby agrees to seek authorization from the County Fire Marshal **PRIOR** to responding to a CALL outside of the Rural Response Districts' geographical area as delineated and depicted in Exhibit "C". Unless authorized by the County Fire Marshal, Entity and/or Rural Response District shall not be reimbursed for services rendered outside their designated geographical area."

3. **Paragraph 4.2.4 c. –** is hereby deleted in its entirety and replaced by the following, substituted in lieu thereof and where modified.

> "c. Shall determine if a Rural Response District may respond to a CALL outside of the Rural Response Districts' geographical area as delineated and depicted in Exhibit "C"."

4. **Paragraph 6.1.4.I. .1**- is hereby deleted in its entirety and replaced by the following, substituted in lieu thereof and where modified.

> "**.1 FIREFIGHTING STRUCTURAL / VEHICLE FIRE** (as primary department)"

Except as modified or substituted herein, all terms and conditions of the Agreement, as amended, remain in full force and effective and Entity and County ratify and confirm the terms and provision of the Agreement.

EXECUTED IN DUPLICATE ORIGINALS and effective as of the day and year first written above.

CITY OF ELSA

By: _____

Print Name/Title: _____

HIDALGO COUNTY, TEXAS

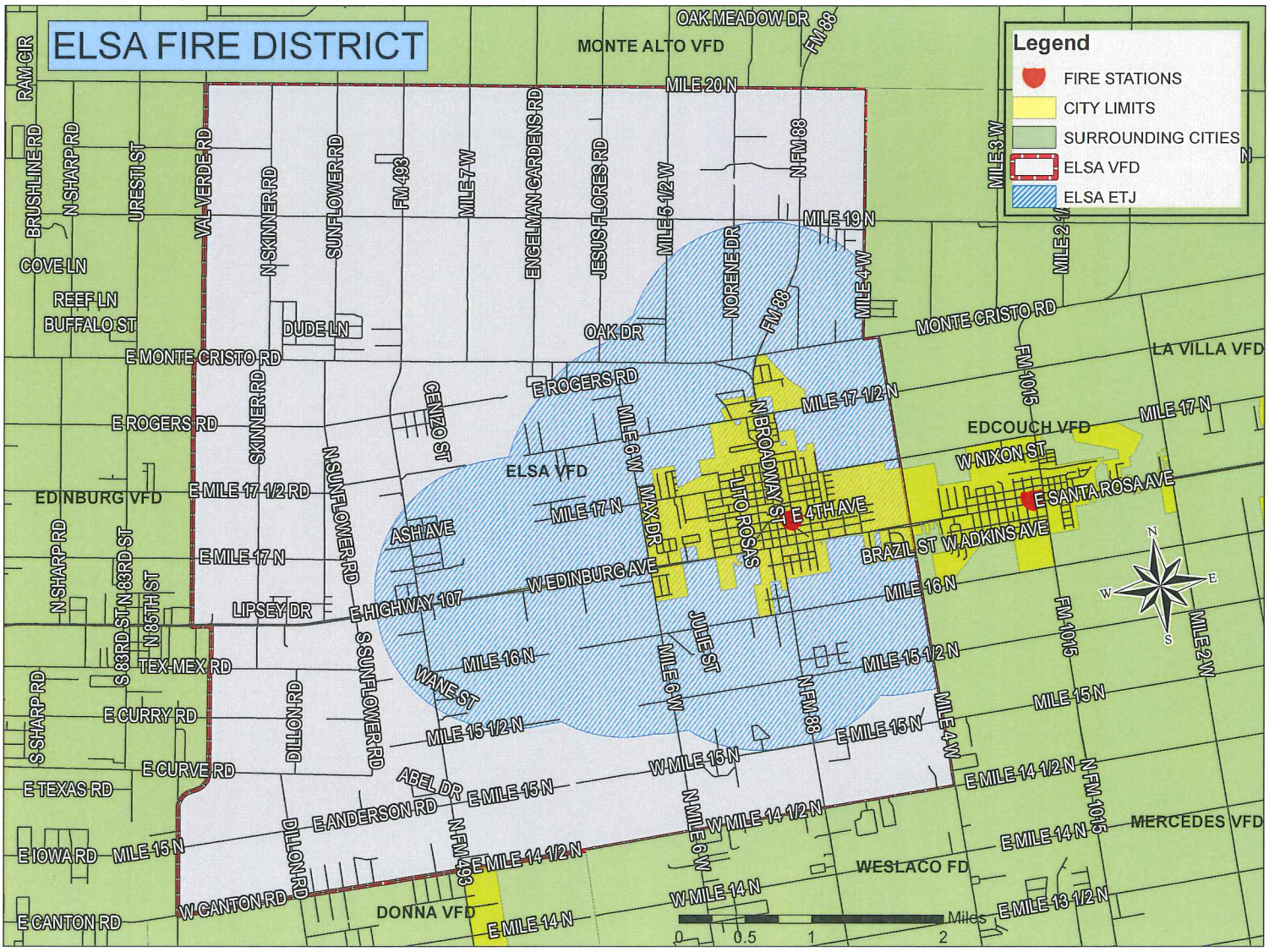
By: _____
Hon. Ramon Garcia, County Judge

ATTEST:

By: _____
Hon. Arturo Guajardo, Jr., County Clerk

APPROVED AS TO FORM:
Hidalgo County Criminal District Attorney's Office
Ricardo Rodriguez, Jr.

By: _____
Victor M. Garza, Assistant District Attorney



Reviewed / Acknowledged by:

Pedro Gonzalez III

Print Name

Signature