

STATE OF TEXAS §

COUNTY OF TITUS §

AMENDMENT TO FIRE PROTECTION SERVICE AGREEMENT

This amendment is to that certain Fire Protection Service Agreement (“Agreement”) made and entered into on the _____ day of _____, 20_____, by and between THE CITY OF MOUNT PLEASANT, TEXAS, (“City”) and the COUNTY OF TITUS, TEXAS (“County”), said agreement concerning fire protection services, each acting herein by and through its duly authorized officials.

The Agreement is hereby amended as follows:

SECTION 9: PROVISION RELATING TO THE CITY is hereby amended by adding the following provision:

7. Pay for one-half (½) of the purchase price of a Pierce Saber FR Sidemount Pumper Truck approved by the City Council of the City on December 1, 2014, in the amount of \$346,272.00. The purchase price may be increased or decreased due to change orders made during the manufacturing of the pumper truck. If such change orders are approved by **both** City and County, the amounts due by the City shall be increased or decreased by its one-half (½) of the amount so increased or decreased, payable at the time such change orders are approved by the parties. The pumper truck shall be titled in the name of the City. City shall be responsible for all expenses of the pumper truck as outlined in paragraph 6 of this SECTION 9. If the pumper truck is sold or otherwise disposed of by the City, the proceeds from such sale or disposition of the pumper truck shall be divided evenly between the City and County. In the event the pumper truck should be traded for a similar vehicle, the City and County shall retain a one-half (½) ownership in the vehicle purchased to replace the pumper truck.

SECTION 10: PROVISIONS RELATING TO THE COUNTY is hereby amended by adding the following provision:

6. Pay for one-half (½) of the purchase price of a Pierce Saber FB Sidemount Pumper Truck approved by Titus County Commissioners Court on _____ in the amount of \$346,272.0, payable on or before _____, to the City. The purchase price may be increased or decreased due to change orders made during the manufacturing of the pumper truck. If such change orders are approved by **both** County and City, the amounts due by the County shall be increased or decreased by its one-half (½) of the amount so increased or decreased, payable at the time such change orders are approved by the parties. The pumper truck shall be titled in the name of the City. City shall be responsible for all expenses of the pumper truck as outlined in paragraph 6 of this SECTION 9. If the pumper truck is sold or otherwise disposed of by the City, the proceeds from such sale or disposition of the pumper truck shall be divided evenly between the City and County. In the event the pumper truck should be traded for a similar vehicle, the City and County shall retain a one-half (½) ownership in the vehicle purchased to replace the pumper truck.

The parties hereby ratify and confirm all the remaining terms of the Agreement.

Dated this _____ day of _____, 2015.

CITY OF MOUNT PLEASANT, TEXAS

Paul Meriwether, Mayor

ATTEST:

Brenda Reynolds, City Secretary

COUNTY OF TITUS, TEXAS

Brian Lee, County Judge

ATTEST:

Joan Newman, County Clerk