

STATE OF TEXAS *

COUNTY OF TITUS*

AMENDMENT TO FIRE PROTECTION SERVICE AGREEMENT

This second amendment is to that certain Fire Protection Service Agreement (“**Agreement**”) made and entered into on the 10th day of August, 2010, 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 1. PAYMENTS is hereby amended by deleting in its entirety and replacing with the following:

In consideration of the equipment and services provided, as identified and set forth herein, County will pay City those amounts or payments as set forth. The County, as the paying party for performance of this governmental function, shall make payments from current revenues to the City.

Base Rate: **\$398,916** as of October, 2015, plus annual adder (as defined below).

Payments shall be made in 12 equal monthly installments each fiscal year, on or before the 15th day of each month after execution of this Agreement. Beginning October 1, 2016, and each October 1 thereafter, the base rate shall be subject to an increase, the amount of which shall be calculated by adding to the base rate for the preceding fiscal year (12 months) an annual adder calculated in accordance with the following formula:

Annual Adder = .75 (CPI) x Base Rate for the preceding fiscal year (12 months).

The CPI shall be based on the index entitled “Dallas-Fort Worth” from the U.S. Department of Labor; Bureau of Labor Statistics publication entitled “Southwest Statistical Summary, Consumer Price Index – for all Urban Consumers (CPI-U), U.S. City Average, Dallas-Fort Worth and Houston, 1982-1984 + 100.”

Section 9. PROVISIONS RELATING TO THE CITY is hereby amended by adding the following provision:

8. Pay for one-half the costs of annual salary, retirement and medical benefits, employment-related taxes, workers compensation, and the related bunker gear and equipment necessary to outfit three (3) career firefighters to be employed by the City.

Section 10. PROVISIONS RELATING TO THE COUNTY is hereby amended as follows:

Delete 4. in its entirety and replace with the following:

4. The Nortex, Cookville, 5-Star, Tri-Lakes and Sugar Hill Fire Districts (see attached map) shall be responsible for grass and vehicle fires within their respective districts. The Talco Fire Department shall be responsible for all emergency incidents in their district.

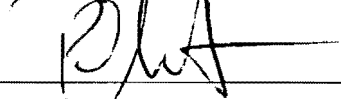
Add paragraph 7. as follows:

7. Pay for one-half (1/2) the costs of annual salary, retirement and medical benefits, employment-related taxes, workers compensation, and the related bunker gear and equipment necessary to outfit three (3) career firefighters to be employed by the City.

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


Dated this 3rd day of November, 2015.

CITY OF MOUNT PLEASANT, TEXAS




Dr. Paul Meriwether, Mayor

ATTEST:



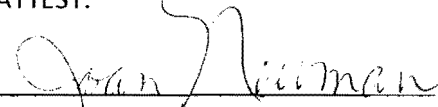
Darleen Denman, Acting City Secretary

COUNTY OF TITUS



Brian Lee, County Judge

ATTEST:



Joan Newman, County Clerk

Titus County Fire Departments

Ark-Tex
Council of Governments

