

May 3, 2017

Commissioners,

Please see the attached 4 documents related to fire protection. At last night's City Council meeting, the City approved an amendment to the current fire protection agreement that looks similar to what we approved at last week's Commissioners' Court.

Increase current contract (approx. \$490,000) by \$180,000 effective June 1 and another \$180,000 increase on October 1, 2017 for a total of \$850,000 annually

Annual Consumer Price Index adjustments based on the same CPI formula, however the adjustment would be at the full CPI rather than 75% of the annual CPI. This adjustment keeps the contract annually adjusted to keep up with inflation.

City will guarantee 2 trucks and 4 firefighters for structure fires rather than the 5 firefighters that we approved. Chief McRae did state that this will actually be at least 4 firefighters PLUS a commander on site.

Please review this material before Monday and be prepared with any questions, comments or alternatives.

STATE OF TEXAS *

COUNTY OF TITUS*

AMENDMENT TO FIRE PROTECTION SERVICE AGREEMENT

This third amendment is to that certain Fire Protection Service Agreement ("**Agreement**") made and entered into on the 2nd day of May, 2017, 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.

This third amendment will void and replace in its entirety the second amendment to the Fire Protection Service Agreement adopted November 3rd, 2015.

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:

\$668,916 as of June 1, 2017.

\$848,916 as of October 1, 2017, 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, 2017, 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 = (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 as follows:

Delete 1. in its entirety and replacing with the following:

1. Respond to all structure fires within Titus County, providing a minimum of two (2) trucks and four (4) firefighters, except for the City of Winfield, City of Talco, and the Talco Fire District.

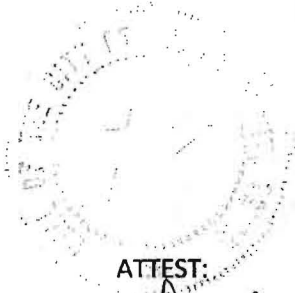
Section 10. PROVISIONS RELATING TO THE COUNTY is hereby amended as follows:

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.

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

Dated this 2nd day of May, 2017.



ATTEST:

Darleen Denman
Darleen Denman, City Secretary

CITY OF MOUNT PLEASANT, TEXAS

Dr. Paul Meriwether
Dr. Paul Meriwether, Mayor

COUNTY OF TITUS

Brian Lee
Brian Lee, County Judge

ATTEST:

Joan Newman
Joan Newman, County Clerk

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.



ATTEST:

Darleen Denman

Darleen Denman, Acting City Secretary

CITY OF MOUNT PLEASANT, TEXAS

Dr. Paul Meriwether

Dr. Paul Meriwether, Mayor

COUNTY OF TITUS

Brian P. Lee 11-9-15

Brian Lee, County Judge

ATTEST:

Joan Newman

Joan Newman, County Clerk



STATE OF TEXAS §

COUNTY OF TITUS §

FIRE PROTECTION SERVICE AGREEMENT

This Agreement made and entered into this the 10th day of August, 2010, by and between **THE CITY OF MOUNT PLEASANT, TEXAS**, a municipal corporation of the State of Texas (hereinafter called "City") and the **COUNTY OF TITUS, TEXAS** (hereinafter called "County"), and agreement concerning fire protection services, each acting herein by and through its duly authorized officials. The purpose of this Agreement is to increase the efficiency and the effectiveness of the City and Titus County concerning fire protection. This Agreement is entered into by the authority of Chapter 791 "Interlocal Cooperation Contracts", Texas Government Code.

SECTION 1: PAYMENTS

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.

<i>Fiscal Year October '10 – September '11 (as defined below)</i>	<i>Base Rate \$370,624.00 + annual adder (as defined below)</i>
<i>Fiscal Year October '11 – September '12 adder</i>	<i>Preceding fiscal year's base rate + annual adder</i>
<i>Fiscal Year October '12 – September '13 adder</i>	<i>Preceding fiscal year's base rate + annual adder</i>
<i>Fiscal Year October '13 – September '14 adder</i>	<i>Preceding fiscal year's base rate + annual adder</i>
<i>Fiscal Year October '14 – September '15 adder</i>	<i>Preceding fiscal year's base rate + annual adder</i>
<i>Fiscal Year October '15 – September '16 adder</i>	<i>Preceding fiscal year's base rate + annual adder</i>
<i>Fiscal Year October '16 – September '17 adder</i>	<i>Preceding fiscal year's base rate + annual adder</i>
<i>Fiscal Year October '17 – September '18 adder</i>	<i>Preceding fiscal year's base rate + annual adder</i>
<i>Fiscal Year October '18 – September '19 adder</i>	<i>Preceding fiscal year's base rate + annual adder</i>
<i>Fiscal Year October '19 – September '20 adder</i>	<i>Preceding fiscal year's base rate + annual adder</i>

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, 2010 and each October 1 thereafter the base rate shall be subject to 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:

$$\text{Annual Adder} = .75 (\text{CPI}) \times \text{Base Rate for preceding fiscal year (12 months)}.$$

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 2: PERSONNEL AS AGENTS OF COUNTY

The acts of any person or persons performing fire department operations, traveling to or from fire department operations outside the city limits of the City of Mount Pleasant, Texas, or in any manner furnishing fire department services to the citizens of County outside the city limits of the City of Mount Pleasant, Texas, shall be considered as the acts of agents of County in all respects, notwithstanding such persons may be regular employees of the City, City Paid Firefighters and/or City Volunteer Firefighters, pursuant to §352.004 Texas Local Government Code.

SECTION 3: LIMITATIONS

The City Fire Chief or his designee shall use his or her discretion and best judgment as to the type and amount of equipment and personnel dispatched to calls pursuant to this agreement, except as provided in Section 9 of this Agreement, unless the resources are unavailable. The City Fire Chief retains, and is given authority, by the City, to act at all times, using his full discretion to protect and preserve equipment and personnel under his authority.

SECTION 4: RESPONSIBILITY AND COMMAND

The City Fire Chief or his designate shall be responsible for and have command of all incidents to which the Mount Pleasant Fire Department responds, with the exceptions of incidents which occur within the City of Winfield, City of Talco, and the Talco Fire District.

SECTION 5: INDEMNITY AND HOLD HARMLESS

It is specifically understood between the parties that County hereby now agrees, and by these presents does specifically agree, to indemnify and hold harmless the City and its employees and volunteers, from any claims, causes of action, lawsuits or fees, from any person, firm or entity arising out of the performance or attempted performance of this contract, except worker's compensation claims.

SECTION 6: PUBLIC LIABILITY AND WORKERS' COMPENSATION COVERAGE

The City shall provide satisfactory evidence to County that it presently has in force sufficient public liability insurance and Workers' Compensation coverage for its paid and volunteer firemen.

SECTION 7: EFFECTIVE DATE

The effective date of this agreement shall be the 1st day of October 2010 and shall be renewed annually as to all provisions of this Agreement until the 30th day of September 2020.

SECTION 8: TERMINATION/DEFAULT

As used herein, default by either party shall mean failure by either party to comply with any term, covenant, or condition of this agreement which continues for a period of sixty (60) days after written notice thereof by City or County, or in the case of a default incapable of being cured within sixty (60) days, the failure to commence such cure within sixty (60) days, or having commenced, the failure thereafter to diligently pursue the curing of such default to completion. Upon an event of default by one party, the other party may terminate this agreement by giving ten (10) days written notice to the other party and terminating party shall have no further obligations under this Agreement.

SECTION 9: PROVISION RELATING TO THE CITY

The City hereby agrees to:

1. Respond to all structure fires within Titus County, providing a minimum of two (2) trucks and two (2) men, except for the City of Winfield, City of Talco, and the Talco Fire District;
2. Respond to all emergency situations in the unincorporated areas of Titus County, (with the exception of Talco Fire District, unless requested) including, but not limited to, missing persons (when requested by the Titus County

Sheriff's Office), hazardous chemicals, drowning, and search and rescue operations. Respond to all emergency situations in the unincorporated areas of Titus County involving vehicle accidents requiring extrication;

3. Assist County fire departments with emergency incidents within their districts, upon request. If the corresponding county fire department is unable to respond within three minutes of notification of incident, Mount Pleasant will respond as deemed necessary;
4. Assume responsibility for all emergency situations within the Mount Pleasant Fire District, (see attached map);
5. Dispatch and terminate responses of County fire departments.
6. Provide for all fuel, repairs, maintenance and individual expenses for all city or county fire equipment owned by or used by the City of Mount Pleasant, relating to performance of this agreement. The use and operation of county equipment shall be at the sole discretion of the Mount Pleasant Fire Chief. Actions that are deemed inappropriate use of equipment as determined by the county shall be placed in writing to the Mount Pleasant City Manager for review, comment or correction.

SECTION 10: PROVISIONS RELATING TO THE COUNTY

The County agrees to:

1. Grant use of herein stated county owned fire equipment to the City of Mount Pleasant.
 - a. Tanker 1 – 1992 Ford F700 – 1FDNK74P8NVA31924
 - b. Truck 17-1999 Ford 1 Ton (Cab, Chassis, Platform Bed) FDWF37S2XEB89020
 - c. Engine 2- 2003 Pierce Pumper-4P1CT02M43A003140
2. The County shall retain title to the above-referred equipment and provide insurance coverage for all equipment noted. Insurance coverage shall adhere to current practices used by the County with regards to insurance requirements stipulated for other County owned equipment.
3. Equipment that is depreciated to a condition, due to age or mechanical suitability, that renders that particular piece of equipment as unsafe,

mechanically unrepairable, or economically unfeasible to repair (expense to repair exceeds fair market value), or when a particular piece of equipment is damaged by accident beyond its fair market value the County shall be obligated to replace said equipment at its expense. Replacement of equipment shall be accomplished in the most expeditious manner possible by County.

4. The Nortex, Cookville, 5-Star, Tri-Lakes, Sugar Hill and Winfield 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.
5. The County shall negotiate with the Titus County Volunteer Fire Departments concerning emergency incidents and/or responses within their respective districts. Any changes, deletions, or alterations to this Agreement, shall be submitted in writing to the City for approval.

CITY OF MOUNT PLEASANT, TEXAS



ATTEST:

Brenda Reynolds
Brenda Reynolds, City Secretary

Jerry Boatner
Jerry Boatner, Mayor

COUNTY OF TITUS, TEXAS

Sam Russell
Sam Russell, County Judge

ATTEST:

Teresa Price
Teresa Price, County Clerk



STATE OF TEXAS *

COUNTY OF TITUS*

AMENDMENT TO FIRE PROTECTION SERVICE AGREEMENT

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

Dated this _____ day of _____, 2017.

CITY OF MOUNT PLEASANT, TEXAS

Dr. Paul Meriwether, Mayor

ATTEST:

Darleen Denman, City Secretary

COUNTY OF TITUS

Brian Lee, County Judge

ATTEST:

Joan Newman, County Clerk