

City of Mount Pleasant
Mailing Address: 501 N. Madison
Mount Pleasant, TX 75455-3650
Telephone: 903-575-4000
Fax: 903-577-1828
Web Page: www.mpcity.net

May 8, 2017

Honorable Brian Lee
Titus County Judge

Dear Brian,

It is my understanding and I agree that under the proposed Third Amendment to the Fire Protection Service Agreement, the CPI increase outlined in the Amendment to occur on October 1, 2017, will only apply to the current base rate of \$488,916. This application of any CPI increase will be handled administratively and does not require further official action by the governing body.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Mike Ahrens', is written over a light blue circular stamp.

Mike Ahrens
City Manager

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 2 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:

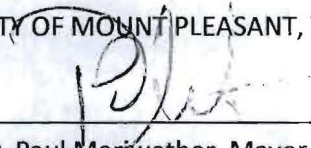
4. The Nortex, Cookville, 5-Star, Tri-Lakes and Sugar Hill Fire Districts (see attached map) shall be responsible for grass and vehicle fires within their respective districts. The Talco Fire Department shall be responsible for all emergency incidents in their district.

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

Dated this 2 day of May, 2017.

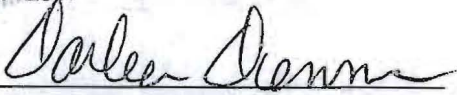


CITY OF MOUNT PLEASANT, TEXAS



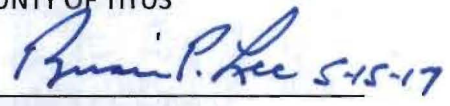
Dr. Paul Meriwether, Mayor

ATTEST:



Darleen Denman, City Secretary

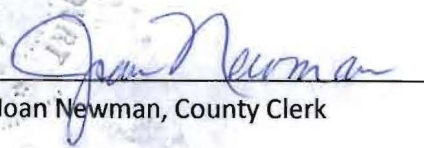
COUNTY OF TITUS



Brian Lee, County Judge



ATTEST:



Joan Newman, County Clerk