

THE STATE OF TEXAS           §  
  §  
COUNTY OF HARRIS           §

**AMENDMENT TO INTERLOCAL AGREEMENT FOR  
THE PROVISION OF FIRE PROTECTION SERVICES WITHIN THE SERVICE  
AREA OF HARRIS COUNTY EMERGENCY SERVICES DISTRICT NO. 15**

THIS AMENDMENT TO INTERLOCAL AGREEMENT FOR THE PROVISION OF FIRE PROTECTION SERVICES WITHIN THE SERVICE AREA OF HARRIS COUNTY EMERGENCY SERVICES DISTRICT NO. 15 ("Agreement") is made and entered into this 6<sup>th</sup> day of November, 2023, but is effective as of January 1, 2024 ("Effective Date"), between the **CITY OF TOMBALL** (hereinafter referred to as "City"), and **HARRIS COUNTY EMERGENCY SERVICES DISTRICT NO. 15** (hereinafter referred to as "District"), a political subdivision of the State of Texas.

**WITNESSETH:**

**WHEREAS**, the City is a political subdivision under contract with the District to provide fire protection and suppression services to protect life and property from fire and to provide emergency medical first responder and rescue services to the District's territory;

**WHEREAS**, the City has the capacity to provide fire protection and suppression services to protect life and property from fire and to provide emergency medical first responder and rescue services to the District's territory;

**WHEREAS**, the District desires the City's assistance to provide fire protection and suppression services to protect life and property from fire and to provide emergency medical first responder and rescue services to the District's territory in a cost effective and efficient manner to the District;

**WHEREAS**, the Parties, by action of their respective governing bodies, previously entered into the **INTERLOCAL AGREEMENT FOR THE PROVISION OF FIRE PROTECTION SERVICES WITHIN THE SERVICE AREA OF HARRIS COUNTY EMERGENCY SERVICES DISTRICT NO. 15 ADMINISTRATIVE SERVICES AGREEMENT** which was effective February 24, 2023. Both parties have agreed to an amendment under Section IV of the agreement in its entirety with all other sections remaining unchanged;

**NOW, THEREFORE**, in good and valuable consideration of the mutual covenants and promises herein contained, the parties, each intending to be legally bound, hereby agree as follows:

4.1. The City will assign three firefighters per shift for a total of 9 firefighters to serve at the Telge Road Fire Station and 3.5 firefighters per shift to serve at the Mahaffey Road Fire Station beginning January 1, 2024, for a total of 19.5 firefighters. Both the City and the District may

reevaluate at any time during the term of this contract if more firefighters are needed to be staffed at any of the two (2) Stations and if it is feasible.

4.2 The City shall assign one (1) of the City's Battalion Chiefs to the District for cost sharing measures only. This Battalion Chief will respond to all calls for service that require a Battalion Chief within the jurisdiction of the District. The physical location of the assignment of the Battalion Chief shall be at the discretion of the City Fire Chief.

4.3. The City and the District may, at any point during the term of this Agreement, mutually agree that additional firefighters are needed. If the Parties agree that additional firefighters are needed, the Parties will seek to amend this Agreement as outlined in **Section VIII. Any amendment must be in writing, signed and approved by the Parties governing entities and mutually agreed to by the Parties.** An increase of more than two and a half percent (2.5) percent of the annual approved budgeted salaries and benefits for fire, as defined in Section II, as outlined in the City fiscal year budget, shall require written Notice to the District's Board of Commissioners and legal counsel within thirty (30) days of said increase. An increase of more than five (5) percent of the annual approved budgeted salary and benefits costs for fire, as outlined in the City fiscal year budget, shall require approval from both parties. All calculations shall be based on the City of Tomball's fiscal year schedule as adopted by the City Council for fire. Any budgeted increase in salary and benefits costs for fire adopted through the City's budgeting process will be provided to the District's Board of Commissioners as soon as practical.

4.3 The City and the District may, at any point during the term of this Agreement, mutually agree that additional firefighters are needed. If the Parties agree that additional firefighters are needed, the Parties will seek to amend this Agreement as outlined in **Section VIII. Any amendment must be in writing, signed and approved by the Parties governing entities and mutually agreed to by the Parties.**

4.4. For the purpose of this Agreement, any working time, whether regular time or overtime, that a firefighter spends in the provision of fire protection services on behalf of the District, including training, meetings, or other duties assigned by the Fire Chief, is counted as hours worked. Firefighters will primarily spend their Regular Work Hours devoted to the responsibilities outlined in **Section V.**

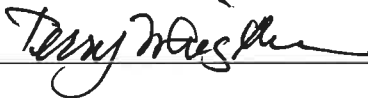
[The remainder of this page is left intentionally blank. Signatures on the following page.]

**IN WITNESS THEREOF**, the parties hereto, intending to be legally bound hereby, have caused this Amendment to Administrative Services Agreement to be executed by their respective duly authorized representatives as of the day indicated.

**CITY OF TOMBALL**

**HARRIS COUNTY EMERGENCY SERVICES DISTRICT NO. 15**

BY: \_\_\_\_\_

BY:  \_\_\_\_\_

Name: David Esquivel, City Manager

Name: Terry Whistler, President

Date: \_\_\_\_\_

Date: October 25, 2023