FIRE PROTECTION AGREEMENT

This Fire Protection Agreement ("<u>Agreement</u>") is made by and between **Inspiration Residential Association, Inc.**, a Texas nonprofit corporation ("<u>Association</u>"), and the **City of Wylie, Texas**, a home-rule municipality ("<u>Wylie</u>"). The Association and Wylie are sometimes referred to collectively as the "<u>parties</u>" or individually as a "<u>party</u>."

RECITALS

WHEREAS, the Association was formed to further the interests of the owners of the real property located within the planned development community located in Collin County, Texas commonly known as "Inspiration," the Community (hereinafter defined); and

WHEREAS, the Community is located in close proximity to Wylie, outside of the corporate limits of Wylie; and

WHEREAS, pursuant to the Charter, each person who owns a Unit (hereinafter defined) within the Community is a member of the Association and must pay certain assessments to the Association; and

WHEREAS, the District (hereinafter defined) provides certain services and facilities, including water supply and distribution services and facilities, to the Community; and

WHEREAS, Wylie is engaged in providing Fire Protection Services (hereinafter defined) and Emergency Medical Services (hereinafter defined) for the benefit of the citizens of Wylie; and

WHEREAS, pursuant to the Charter, the Association is authorized to contract with and pay Wylie to provide Fire Protection Services and Emergency Medical Services within the Community; and

WHEREAS, the Association and Wylie entered into that certain Fire Protection Agreement dated August 15, 2016 (the "2016 Agreement"), whereby Wylie agreed to provide, and the Association agreed to pay for, Fire Protection Services and Emergency Medical Services within the Community; and

WHEREAS, the parties desire to terminate the 2016 Agreement and reach a new agreement for Fire Protection Services and Emergency Medical Services on different terms and conditions than set forth in the 2016 Agreement; and

WHEREAS, the Association continues to desire to obtain Fire Protection Services and Emergency Medical Services from Wylie for the benefit of the Association; and

WHEREAS, the provision of Fire Protection Services and Emergency Medical Services by Wylie is a governmental function that serves the public health and welfare and is of mutual concern to the parties; and WHEREAS, the Association desires to pay Wylie for providing the Fire Protection Services and Emergency Medical Services to the Association under the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the foregoing and on the terms and conditions hereinafter set forth, and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

I. DEFINITIONS

As used in this Agreement, the following words and phrases have the following meanings:

Association means the Inspiration Residential Association, Inc., a Texas nonprofit corporation.

Charter means the Association's Community Charter for Inspiration, filed of record on January 9, 2015 in the Collin County Land Records under Instrument No. 20150109000028030, and all amendments and supplements thereto.

Community means the real property that is made subject to the terms of the Association's Charter, as it exists or may be amended.

District means the Collin County Water Control and Improvement District No. 3, a water control and improvement district created under Section 59 of Article XVI of the Texas Constitution and operating under Chapters 49 and 51 of the Texas Water Code.

Effective Date means the date this Agreement is signed by the last party to sign it, as indicated by the date associated with that party's signature below.

Emergency Medical Services means services regularly provided by Wylie to persons located within its corporate limits, and outside its corporate limits pursuant to contracts similar in nature to this Agreement, which services are used to respond to an individual's perceived need for immediate medical care and to prevent death or aggravation of physiological or psychological illness or injury.

Fire Protection Services means all fire suppression and rescue services regularly provided by Wylie to persons and property located within its corporate limits, and outside its corporate limits pursuant to contracts similar in nature to this Agreement, except for Emergency Medical Services, fire inspections of buildings and properties, public education services, code enforcement services and arson investigations.

Full Cost of Service means Wylie's annual cost of providing all of the Fire Protection Services and Emergency Medical Services. Full Cost of Service shall be calculated annually as part of Wylie's budget process in the following manner and shall be equal to the aggregate of:

(a) Direct recurring costs of Wylie's Fire Department as reflected in Wylie's current annual budget, exclusive of direct costs for fire inspections of buildings and properties, public education services, code enforcement services and arson investigations;

[Ex. If Wylie's fiscal year is FY20, Wylie's FY20 budget is the current annual budget, and the direct recurring costs of the Fire Department, as provided in this subsection, will be reflected in the FY20 budget for the Association's 2021 calendar year payments];

(b) Direct recurring costs of Wylie's dispatch operations as reflected in Wylie's current annual budget, prorated to reflect the percentage of all dispatch calls, as reported by Wylie's public safety dispatch system, that are attributable to Fire Protection Services and Emergency Medical Services;

[Ex. If Wylie's fiscal year is FY20, Wylie's FY20 budget is the current annual budget, and the direct recurring costs of Wylie's dispatch operations, as provided in this subsection, will be reflected in the FY20 budget for the Association's 2021 calendar year payments];

- (c) Indirect and overhead costs attributed to the Fire Department, which shall be comprised of prorated costs for management oversight, human resource services, accounting services, building use fees and legal services. Such indirect costs shall be calculated and prorated in the manner customarily used by Wylie for such purposes; and
- (d) Indirect and overhead costs attributed to dispatch services, as reported by Wylie's public safety dispatch system, which shall be calculated and prorated in the same manner as described above relative to indirect and overhead costs of the Fire Department, and further prorated to reflect the percentage of all dispatch calls that are attributable to Fire Protection Services and Emergency Medical Services.

Out-of-City Service Charge means an additional charge to be paid by the Association to Wylie in an amount equal to ten percent (10%) of the Full Cost of Service Per Service Connection.

Residential Unit means any building or part of a building designed for permanent occupancy by one family. A detached single-family residential unit is one residential unit; a duplex is two residential units; and each living unit in an apartment complex is one residential unit.

Service Connection means either a Residential Unit or nonresidential unit that is connected to a potable water supply system servicing residents within Wylie or the potable water supply systems servicing Residential Units or nonresidential units within the Service Area or any other area for which Wylie provides Fire Protection Services.

Service Area means the area of land within the boundaries of the Community, as depicted in <u>Exhibit A</u>, attached hereto and incorporated herein by reference for all purposes.

Water Distribution System means the fire hydrants, connections and water supply and distribution systems within the Service Area.

Wylie means the City of Wylie, Texas, a home-rule municipality.

II. <u>SERVICES</u>

- (a) During the term of this Agreement, Wylie will provide Fire Protection Services and Emergency Medical Services to persons, buildings and property located within the Service Area.
- (b) In providing Fire Protection Services and Emergency Medical Services within the Service Area, Wylie will follow its adopted standard operating procedures regularly used for all residents of Wylie; provided, however, that Wylie shall have the right and discretion, without being in breach of this Agreement and without liability to the Association or its members or any other person, to determine:
 - (1) the Fire Protection Services or Emergency Medical Services that are needed in a particular case;
 - (2) whether and when personnel or equipment are available to respond to a request for Fire Protection Services or Emergency Medical Services;
 - (3) the order in which to respond to requests for Fire Protection Services or Emergency Medical Services; and
 - (4) the time in which to respond to a request for Fire Protection Services or Emergency Medical Services.
- (c) The parties acknowledge that Wylie also must respond to requests for Fire Protection Services and Emergency Medical Services in the corporate limits of Wylie and that Wylie has contracts to provide Fire Protection Services and Emergency Medical Services to other entities. Nothing in this Agreement shall prohibit Wylie from performing Fire Protection Services and Emergency Medical Services in the corporate limits of Wylie or to other entities.

III. FACILITIES AND EQUIPMENT

(a) As of the date of this Agreement, Wylie owns and/or operates certain facilities and equipment used to perform Fire Protection Services and Emergency Medical Services, including fire stations, pumpers, booster trucks, squad trucks, command vehicles, ambulances and other necessary equipment. In providing Fire Protection Services and Emergency Medical Services to the Association, Wylie shall be solely responsible for the operation and maintenance of its facilities and equipment, subject to its right and discretion, without being in breach of this Agreement and without liability to the Association or its members or residents, to determine the amount and quality of facilities and equipment used in providing the Fire Protection Services and Emergency Medical Services under this Agreement.

- (b) This Agreement shall not obligate Wylie to construct or keep any facilities, equipment or personnel within the Service Area or to designate, reserve or devote all or part of Wylie's facilities, equipment or personnel exclusively to or for the use of the Association in carrying out this Agreement.
- (c) The parties acknowledge that in performing Fire Protection Services in the Service Area, Wylie will use the Water Distribution System and water supply available in the Service Area, but Wylie shall not be responsible for providing for, constructing, inspecting, maintaining or repairing any part of the Water Distribution System or water supply in or near the Service Area. Wylie shall not be liable to the Association, any Association member or any other person for any deficiency or malfunction of the Water Distribution System or water supply located in or near the Service Area. Wylie, however, agrees to use reasonable commercial efforts to notify the Association of any deficiencies in the Water Distribution System of which Wylie becomes aware.

IV. DESIGNATED REPRESENTATIVE

Each party shall designate, in writing or by email, one individual to serve as the contact person between the Association and Wylie ("<u>Representative</u>"). Each Representative will be responsible for communicating any concerns or complaints regarding policies, procedures and/or practices. The Association acknowledges and agrees that laws governing patient privacy may prevent Wylie from disclosing information to the Association or the Association's Representative.

V. COMPENSATION

In consideration of Wylie providing the Fire Protection Services and Emergency Medical Services under this Agreement, the Association shall compensate Wylie as follows:

- (a) <u>Quarterly Payments</u>. The Association shall make quarterly payments to Wylie equal to the sum of the following calculation:
 - (1) The result of (A) then-current average market value of homes within the District, as determined by the Collin County Appraisal District and set forth in the annual certified taxable value table provided by the Collin County Appraisal District to Wylie¹ multiplied by (B) the then-current Wylie tax rate per \$100 in assessed value²;

¹ The parties agree that \$375,816 is the current average homestead market value of homes within the District, according to certified data dated as of September 16, 2020 and provided by the Collin County Appraisal District, as of the Effective Date.

² The parties agree that 0.671979 is the current Wylie tax rate per \$100 in assessed value as of the Effective Date.

- (2) The product of subsection (1) multiplied by the current amount of the Full Cost of Service of the Fire Department as a percentage of the overall general fund expenditures.
- (3) The product of subsection (2) plus an amount equal to ten percent of the result of (1) and (2);
- (4) The product of subsection (3) multiplied by the number of actual Service Connections within the Service Area for the calendar quarter immediately preceding the Service Connection Audit Date. The "Service Connection Audit Date" shall be the first day of the third month of the applicable calendar quarter. On or before March 15, June 15, September 15 and December 15 of each year, the Association must submit a report to Wylie showing the number of actual Service Connections within the Service Area for the Service Connection Audit Date for the applicable calendar quarter³;
- (5) The product of subsection (4) divided by $4.^4$
- (b) Increases to the Full Cost of Service shall be effective as of January 1 of each year and shall be based on the budget for the fiscal year in which the increase to the Full Cost of Service occurs. [For example, the Full Cost of Service commencing on January 1, 2021 shall be based on the budget for the 2020-2021 fiscal year effective October 1, 2020.] Wylie shall provide the Association with sixty (60) days prior written notice of any annual increase in the Full Cost of Service.
- (c) Notwithstanding anything to the contrary herein, the first quarterly payment required under this Subsection (a) shall be prorated to reflect the percentage of the then-current calendar quarter remaining. Wylie will send an invoice to the Association for each quarterly payment due under this Agreement within five (5) days of the Effective Date and on or before the first day of each calendar quarter thereafter (e.g., January 1, April 1, July 1, October 1). Except for the first payment required under this Subsection (a) (which such payment is due within five (5) days of the Effective Date), the Association's payment shall be due on the thirtieth (30th) day after Wylie sends the invoice. For illustration purposes only, an example of the compensation rate calculation is set forth in <u>Exhibit C</u>.

VI. SERVICE BILLING

Nothing in this Agreement shall prohibit or limit Wylie from separately billing and collecting charges and fees from persons or other entities to whom Fire Protection Services or Emergency Medical Services are provided under this Agreement ("<u>Service Recipients</u>"); provided, however, that such charges and fees are the same types of charges and fees and are calculated at the same rates that Wylie applies to residents within its corporate limits. The Association shall

³ The parties agree that 1,102 is the current number of Service Connections as of the Service Connection Audit Date immediately preceding the Effective Date.

⁴ The parties agree that the amount of \$159,683.11 is the total amount due under this Section for the calendar quarter immediately preceding the Effective Date.

have no authority over, or responsibility for, any Service Recipient billing or collection activities for services provided by Wylie under this Agreement. The Service Recipient charges and fees billed or collected by Wylie under this Article shall be in addition to, and shall not affect, the Association's payment of any fees or other compensation under Article V (Compensation).

VII. TERM AND TERMINATION

The term of this Agreement shall be for a period of one (1) year beginning on the Effective Date (hereinafter defined) and shall automatically renew for nineteen (24) successive one (1) year terms, unless terminated by either party in accordance with this Agreement. Notwithstanding anything to the contrary herein, either party is entitled to terminate this Agreement at any time and for any reason by giving ninety (90) days prior written notice to the other party, provided that any such termination by the Association shall comply with applicable provisions of the Charter and the Association's notice of termination includes evidence of such compliance with the Charter in a form deemed reasonably acceptable to Wylie. In addition, this Agreement shall automatically terminate on any of the following dates: (a) the date the Association is dissolved or terminated; (b) the date the Association's Charter is terminated; or (c) Section 10.3 of Article 10 of the Association's Charter is amended without the prior approval of Wylie, as evidenced by its execution of such amendment or a resolution attached thereto consenting to the same. In the event of termination by either party, Wylie shall be compensated pro rata for all services performed up to and including the termination date.

VIII.

DEFAULT

Either party is entitled to declare a default hereunder if the other party fails, refuses or neglects to comply with any of the terms of this Agreement. If a party declares a default of this Agreement, this Agreement shall terminate after notice and opportunity to cure as provided for herein. The party declaring a default shall notify the other party of any default in writing in the manner prescribed herein. The notice shall specify the basis for the declaration of default, and the party shall have ten (10) days from the receipt of such notice to cure any default.

IX. LIABILITY AND INSURANCE

- (a) <u>Liability</u>. Wylie shall not be liable to the Association or any other person or entity for its decisions in the manner or method of providing Fire Protection Services or Emergency Medical Services. This Agreement is not intended to waive or alter any defense or immunity Wylie has under state law for claims arising out of the performance of this Agreement, including the manner or method of providing Fire Protection Services or Emergency Medical Services.
- (b) <u>Insurance</u>. The Association shall procure and keep in full force and effect throughout the term of this Agreement, at its sole cost and expense, all of the insurance policies specified in, and required by the Insurance Requirements, attached hereto as <u>Exhibit B</u> and

incorporated herein for all purposes. The Association also shall comply with all other requirements set forth in <u>Exhibit B</u>.

X. <u>TERMINATION OF 2016 AGREEMENT</u>

- (a) <u>Termination</u>. Effective as of the Effective Date of this Agreement, (a) the 2016 Agreement is hereby terminated and the Association and Wylie for themselves and their respective successors and assigns acknowledge and agree that all obligations, duties, rights and benefits under the 2016 Agreement are hereby released and shall be of no further force or effect, except for the Association's obligation to pay any remaining and unpaid amounts due under the 2016 Agreement, which such obligations shall survive the termination of the 2016 Agreement; and (b) each party hereby releases the other party and their respective successors and assigns from any performance or any obligations, duties, rights or benefits, if any, that might have been required in the future under the 2016 Agreement.
- (b) <u>Mutual General Release</u>. Effective as of the Effective Date of this Agreement, the parties and their respective successors, assigns, heirs, affiliates, agents, servants, directors, officers, employees, and representatives fully and forever release and discharge each other and their respective successors, assigns, heirs, affiliates, agents, servants, directors, officers, employees and representatives (collectively, "<u>Releasees</u>" in their capacities as released parties hereunder), and all other persons acting for, under or in concert with Releasees, past or present, hereby release one another of or from any and all claims, demands, actions, causes of actions, suits, lawsuits, debts, liens, contracts, agreements, promises, obligations, damages, liabilities, losses, costs or expenses, including attorneys' fees, past or present, ascertained or unascertained, whether or not known, suspected or claimed to exist or which can hereinafter ever arise out of or result from or in connection with any act, omission, failure to act, breach or conduct suffered to be done or omitted to be done by Releasees, relating to any claims or issues arising from, in connection with, or surrounding the 2016 Agreement, except as set forth in subsection (a) above.

XI. <u>MISCELLANEOUS</u>

- (c) <u>Assignment</u>. This Agreement may not be assigned by any party without the prior written consent of the other party.
- (d) <u>Entire Agreement</u>. This Agreement represents the entire and integrated Agreement between the parties with respect to the matters contained herein and supersedes all prior negotiations, representations and agreements regarding these matters, either written or oral.
- (e) <u>Amendment</u>. This Agreement may be amended only by the mutual written agreement of the parties.
- (f) <u>Governing Law; Venue</u>. The laws of the State of Texas shall govern the interpretation, validity, performance and enforcement of this Agreement, without regard to conflict of law principles. This Agreement is performable in Collin County, Texas, and the exclusive

venue for any action arising out of this Agreement shall be a court of appropriate jurisdiction in Collin County, Texas.

- (g) <u>Independent Contractor</u>. Each party represents and agrees that it is an independent contractor and not an officer, agent, servant or employee of the other party; that each party shall have exclusive control of the details of the services performed hereunder and all persons performing the same; and that nothing in this Agreement shall be construed as creating a partnership or joint enterprise between the parties.
- (h) <u>Binding Effect</u>. This Agreement shall be binding on and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors and assigns.
- (i) <u>Notice</u>. Any notice provided or permitted to be given under this Agreement must be in writing and may be served by depositing same in the United States Mail, addressed to the party to be notified, postage pre-paid and registered or certified with return receipt requested; or by delivering the same in person to such party a via hand-delivery service, or any courier service that provides a return receipt showing the date of actual delivery of same to the addressee thereof. Notice given in accordance herewith shall be effective upon receipt at the address of the addressee. For purposes of notification, the addresses of the parties shall be as follows:

If to the Association, addressed to it at:

Inspiration Residential Association, Inc. Attn: Sheryl Porter The Addison 14951 N. Dallas Pkwy, Sixth Floor Dallas, TX 75254T Telephone: (214) 451-5401 Email: Sheryl.porter@fsresidential.com [RP1]

and

Inspiration Residential Association, Inc. 8200 Douglas, Avenue, Suite 300 Dallas, Texas 75225 Telephone: 214-750-1800 Email: <u>tbascher@huffinescommunities.com</u>

If to Wylie, addressed to it at: City of Wylie Attn.: Chris Holsted, City Manager 300 Country Club Road Wylie, Texas 75098 Telephone: (972) 516-6010 Email: chris.holsted@wylietexas.gov and

Wylie Fire Department Attn.: Brandon Blythe, Wylie Fire Chief 2000 N. Hwy 78 Wylie, Texas 75098 Telephone: (972) 429-8111 Email: brandon.blythe@wylietexas.gov

With a copy to:

Abernathy, Roeder, Boyd & Hullett, P.C.
Attention: Ryan D. Pittman
1700 Redbud Blvd., Suite 300
McKinney, Texas 75069
Telephone: (214) 544-4000
Email: rpittman@abernathy-law.com

- (j) <u>Immunity</u>. It is expressly understood and agreed that, in the execution and performance of this Agreement, Wylie has not waived, nor shall be deemed hereby to have waived, any immunity (governmental, sovereign or official) or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the parties do not create any obligations, express or implied, other than those set forth herein.
- (k) <u>Severability</u>. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the other provisions, and the Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained in this Agreement.
- (1) <u>Waiver</u>. Waiver by either party of any breach of this Agreement, or the failure of either party to enforce any of the provisions of this Agreement, at any time, shall not in any way affect, limit or waive such party's right thereafter to enforce and compel strict compliance.
- (m) <u>Incorporation of Recitals</u>. The representations, covenants and recitations set forth in the foregoing recitals of this Agreement are true and correct and are hereby incorporated into the body of this Agreement and adopted as findings of Wylie and the Association.
- (n) <u>Miscellaneous Drafting Provisions</u>. This Agreement shall be deemed drafted equally by the parties. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language is to be construed against either party shall not apply. Headings in this Agreement are for the convenience of the parties and are not intended to be used in construing this document.
- (o) <u>No Third Party Beneficiaries</u>. Nothing in this Agreement shall be construed to create any right in any third party not a signatory to this Agreement, and the parties do not intend to create any third party beneficiaries by entering into this Agreement.

- (p) <u>Multiple Counterparts</u>. This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes. An electronic mail and/or facsimile signature will also be deemed to constitute an original if properly executed and delivered to the other party.
- (q) <u>Authority</u>. The undersigned officers or agents are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of Wylie and the Association.

[Signature page follows.]

IN WITNESS WHEREOF, the parties have executed this Agreement and caused this Agreement to be effective as of the Effective Date.

City of Wylie, Texas

By: _____ Chris Holsted, City Manager Date: _____

ATTEST:

Stephanie Storm, City Secretary

Inspiration Residential Association, Inc.

By: _____

, President

Date: ______

STATE OF TEXAS § SCOUNTY OF COLLIN §

BEFORE ME, the undersigned authority, on this day personally appeared **Chris Holsted**, known to me to be one of the persons whose names are subscribed to the foregoing instrument; he acknowledged to me that he is the City Manager and duly authorized representative for the **City of Wylie**, **Texas** and that he executed said instrument for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 2021.

Notary Public in and for the State of Texas My Commission Expires: _____

STATE OF TEXAS § SCOUNTY OF COLLIN §

BEFORE ME, the undersigned authority, on this day personally appeared _______, known to me to be one of the persons whose names are subscribed to the foregoing instrument; he acknowledged to me that he is the ______ and duly authorized representative for the **Inspiration Residential Association, Inc.** and that he executed said instrument for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 2021.

Notary Public in and for the State of Texas My Commission Expires: _____

Exhibit A Service Area

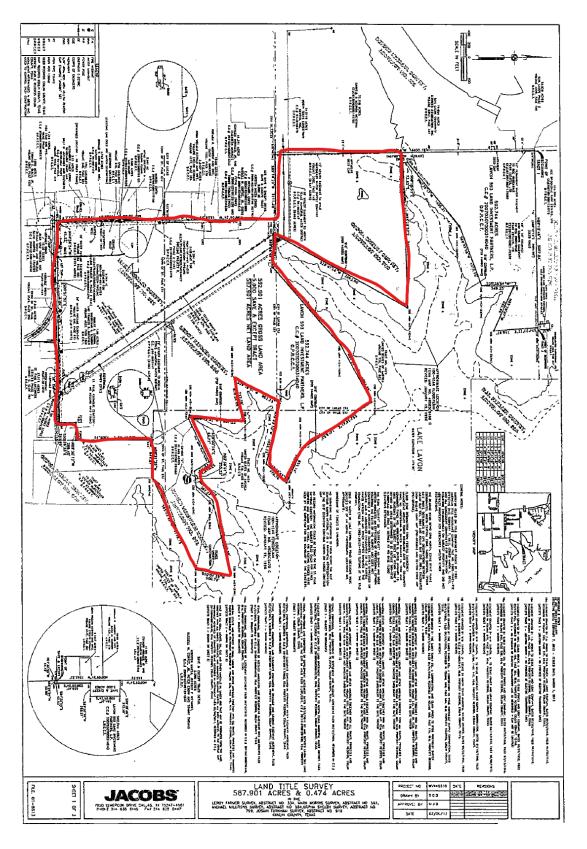


Exhibit B Insurance Requirements

- I. <u>GENERAL INSURANCE REQUIREMENTS</u> The Association shall, during the term of the Agreement, or any renewal or extension thereof, provide and maintain the types and amounts of insurance as set forth herein at the Association's sole cost and expense. The Association is not relieved of any liability or other obligations arising under this Agreement by reason of its failure to obtain or maintain insurance in sufficient amounts, duration or types. All insurance and certificate(s) of insurance shall contain the following provisions:
 - A. Name Wylie and its City Council members, officers, agents, representatives and employees as additional insureds as to all applicable coverage with the exception of workers compensation insurance.
 - B. Provide for at least thirty (30) days prior written notice of cancellation, non-renewal or material change or modification of any policies, evidenced by return receipt or United States Certified Mail. The words "endeavor to" and "but failure" (to end of sentence) are to be eliminated from the Notice of Cancellation provision on standard ACORD certificates.
 - C. Provide for a waiver of subrogation against Wylie for injuries, including death, property damage or any other loss to the extent the same is covered by the proceeds of the insurance.
 - D. Provide an endorsement applicable to each policy.
- **II.** <u>INSURANCE COMPANY QUALIFICATION</u> All insurance companies providing the required insurance shall be authorized to transact business in the State of Texas and shall have a minimum rating of "A" by A.M. Best's Key Rating Guide, or other equivalent rating service.
- **III.** <u>CERTIFICATE OF INSURANCE</u> A Certificate of Insurance and accompanying endorsement evidencing the required insurance shall be submitted with the Association's execution of the Agreement. If the Agreement is renewed or extended, a Certificate of Insurance and accompanying endorsement shall also be provided to Wylie prior to the date the Agreement is renewed or extended.
- **IV.** <u>**INSURANCE CHECKLIST**</u> "X" means that the following coverage is required for the Agreement:

		Coverage Required	Limits	
	1.	Worker's Compensation & Employer's Liability	• Statutory Limits of the State of Texas	
<u>X</u>	2.	Commercial General Liability	 Minimum \$1,000,000.00 each occurrence; Minimum \$2,000,000.00 in the aggregate. 	

- X 3. Coverage under the General Liability Insurance is primary to all other coverage City may possess.
 - _____ 4. Other Insurance Requirements (state below):

Exhibit C Compensation Calculation Example

Annual Inspiration Rate Calculation Worksheet (2021)

Α		\$375,816.00	Average Home Market Value of Inspiration per County Tax Assessor - July 25th
в	Х	0.671979	Current City of Wylie Tax Rate per \$100.00 in Value (Determined October 1st)
с	=	\$2,525.40	Total Taxable Amount
D	х	20.86%	Fire Department Expenditure Budget as Percentage of the Overall City of Wylie General Fund Budget
E	=	\$526.80	Base Annual Cost Per Household
F	x	10.00%	Out of City Service Charge
G	=	\$579.48	Total Amount Due Per Service Connection
н	x	1,102	Total Number of Service Connections (November 1st of Each Year)
I.	=	\$638,586.23	Total Annual Amount Due
J	x	4	Quarters
к		\$159,646.56	Quarterly Amount Due (Final Due Date = January 30th, April 30th, July 30th, October 30th)