



TOWN OF TROPHY CLUB

1 Trophy Wood Drive
Trophy Club, Texas 76262

AGENDA

TOWN COUNCIL

June 18, 2025

4:00 PM

EOC Room

Joint Special Meeting with Trophy Club Municipal Utility District No. 1 Board of Directors

CALL TO ORDER AND ANNOUNCE A QUORUM

PUBLIC COMMENT(S)

This is an opportunity for citizens to address the Council on any matter pursuant to Texas Government Code 551.007. The Council is not permitted to discuss or take action on any presentations made concerning matters that are not listed on the agenda. Presentations are limited to matters over which the Council has authority. Speakers have up to three (3) minutes or the time limit determined by the Presiding Officer. Each speaker is requested to complete the Speaker's Form prior to speaking or may email mayorandcouncil@trophyclub.org

ITEMS

1. Discussion and take possible action regarding the Fire Protection Services Fiscal Year 2026 Budget.
2. Discussion and take possible action regarding the Interlocal Cooperation Agreement for Administration of Fire Protection Services.

ADJOURN

The Town Council may convene into executive session to discuss posted items as allowed by Texas Government Code Sections 551.071 through 551.076 and Section 551.087.

CERTIFICATION

I do hereby certify that the Notice of Meeting was posted on the bulletin board at the Town Hall for the Town of Trophy Club, Texas, in a place convenient and readily accessible to the general public at all times on the following date and time: June 13, 2025, at 2:10 p.m., and said Notice of Meeting was also posted concurrently on the Town's website in accordance with Texas Government Code Ch. 551 at least 72 hours prior to the scheduled time of said meeting.

/s/ Tammy Dixon
Tammy Dixon, Town Secretary

If you plan to attend this public meeting and have a disability that requires special needs, please contact the Town Secretary's Office at 6822372900, 48 hours in advance, and reasonable accommodations will be made to assist you.



TOWN COUNCIL COMMUNICATION

MEETING DATE: June 18, 2025

FROM: Brandon Wright, Town Manager

AGENDA ITEM: Discussion and take possible action regarding the Fire Protection Services
Fiscal Year 2026 Budget.

BACKGROUND/SUMMARY: In accordance with the Interlocal Agreement (ILA), the proposed budget was submitted to the Trophy Club MUD #1 by the required deadline of June 1 to allow for review and feedback.

BOARD REVIEW/CITIZEN FEEDBACK:

FISCAL IMPACT: The Proposed FY 2025-26 Budget includes a 3% Cost of Living Adjustment (COLA) and a 2%-4% merit increase for Town staff. Operating expenditures for services and supplies remain relatively level with the prior year, while capital outlay reflects an increase to address infrastructure and equipment needs.

LEGAL REVIEW: N/A

ATTACHMENTS:

1. FY26 Proposed Budget - Fire

ACTIONS/OPTIONS:

In accordance with the Fire Service Interlocal Agreement, the Town and Trophy Club Municipal Utility District will review the FY 2026 Budget.

FY2025-26 Proposed Budget

Fire	FY 2022 ACTUAL	FY 2023 ACTUAL	FY 2024 ACTUAL	FY 2025 APPROVED	FY 2025 AMENDED	FY 2025 ACTUALS AS OF	PERCENT OF BUDGET SPENT AS OF	FY 2025 ESTIMATE	FY 2026 PROPOSED	FY 2027 PROJECTED
Personnel						5/28/2025	5/28/2025			
Salaries	\$ 693,010	\$ 853,876	\$ 953,865	\$ 1,001,354	\$ 1,001,354	\$ 615,125	61.43%	\$1,001,354	\$ 1,005,696	\$ 1,035,867
Part-Time	37,954	23,176	35,275	50,000	50,000	22,655	45%	50,000	50,000	51,500
Overtime	128,564	126,709	141,629	125,008	125,008	91,399	73%	125,008	125,000	128,750
Longevity	7,574	6,916	7,503	8,515	8,515	7,634	90%	7,634	7,406	7,628
Certification	8,277	10,183	10,449	11,250	11,250	6,294	56%	11,250	10,650	10,970
Cell Phone Stipend	1,082	1,374	1,366	1,350	1,350	828	61%	1,350	1,350	1,391
Salaries - Payout/Separations	-	-	-	4,258	4,258	6,087	143%	6,087	10,000	10,500
Retirement	109,271	130,174	148,600	148,657	148,657	96,641	65%	148,657	153,999	158,619
457 Contributions	-	-	-	-	-	-	0%	-	2,000	2,000
Medical Insurance	64,881	75,815	85,995	87,481	87,481	55,570	64%	90,000	96,994	99,904
Dental Insurance	3,959	4,762	7,999	8,400	8,400	5,124	61%	8,500	8,495	8,750
Vision Insurance	498	676	1,761	1,760	1,760	1,082	61%	1,790	1,852	1,907
Life Insurance & Others	3,195	3,869	5,637	4,116	4,116	3,448	84%	5,000	8,201	8,447
Social Security Taxes	51,451	37,956	69,908	69,312	69,312	44,373	64%	69,312	69,451	71,535
Medicare Taxes	12,057	8,874	16,343	16,210	16,210	10,365	64%	16,210	16,243	16,730
Unemployment Taxes	207	116	223	2,520	2,520	1,009	40%	1,185	2,520	2,596
Workers' Compensation	20,249	25,980	21,494	67,300	67,300	12,924	19%	67,300	57,237	58,955
Pre-Employment Physicals/Testing	4,342	5,875	-	1,000	1,000	524	52%	1,000	1,000	1,030
Tuition Reimbursement	4,043	2,828	4,651	5,000	5,000	2,512	50%	5,000	7,875	8,111
Total Personnel	\$ 1,150,615	\$ 1,319,158	\$ 1,512,697	\$ 1,613,492	\$ 1,613,492	\$ 983,594	61%	\$1,616,637	\$ 1,635,967	\$ 1,685,187
Services/Supplies										
Professional Outside Services	\$ 40,504	\$ 196	\$ -	\$ 1,750	\$ 1,750	\$ -	0%	\$ 1,750	\$ 1,850	\$ 1,906
Physicals/Testing	-	-	5,210	7,000	7,000	58	1%	7,000	6,250	6,438
Recruitment	-	-	-	5,000	5,000	-	0%	5,000	5,000	5,000
Software & Support	14,564	15,323	11,283	10,197	10,197	10,404	102%	10,197	10,915	11,242
Tax Administration	1,542	1,579	1,520	1,600	1,600	-	0%	1,600	2,150	2,215
Advertising	-	-	-	200	200	-	0%	200	100	103
Printing	266	249	747	1,100	1,100	-	0%	1,100	1,100	1,133
Schools & Training	11,449	7,889	9,757	19,900	19,900	3,677	18%	19,900	19,900	20,497
Electricity	5,853	5,928	8,889	8,820	8,820	4,973	56%	8,820	9,000	9,450
Water	3,318	4,312	4,288	4,000	4,000	1,999	50%	4,000	4,500	4,635
Communications/Pagers/Mobiles	18,816	18,447	15,851	16,691	16,691	9,987	60%	16,691	17,191	17,707
Building Maintenance	55,628	43,592	23,373	30,000	30,000	18,842	63%	30,000	31,000	31,930
Vehicle Maintenance	24,128	19,588	57,823	51,500	51,500	11,217	22%	51,500	51,500	53,045
Equipment Maintenance	11,155	14,537	11,313	19,500	19,500	6,803	35%	19,500	19,500	20,085
Kitchen/Janitorial Supplies	-	-	-	7,200	7,200	1,832	25%	7,200	7,200	7,416
Emergency Management	-	-	1,000	1,000	1,000	1,000	100%	1,000	1,000	1,030
Dispatch - Denton County	4,021	5,061	5,622	5,224	5,224	5,224	100%	5,224	4,953	5,102
Copier Rental/Lease	-	-	1,471	3,693	3,693	1,292	35%	3,693	2,000	2,060
Dues & Membership	19,154	18,791	26,647	30,000	30,000	30,653	102%	30,000	39,928	41,126
Flags & Repairs	-	-	-	-	-	-	0%	-	-	-
Travel & Per Diem	17,410	17,461	11,000	14,510	14,510	8,947	62%	14,510	14,510	14,945
Office Supplies	267	449	458	500	500	82	16%	500	500	515
Printer Supplies	1,371	1,429	120	1,000	1,000	-	0%	1,000	500	515
Postage	65	31	196	100	100	240	240%	100	100	103
Publications/Books/Subscriptions	-	-	105	350	350	707	202%	350	350	361
Fuel	12,141	11,978	8,928	12,225	12,225	3,647	30%	12,225	10,000	10,300
Uniforms	9,129	9,491	6,302	9,133	9,133	4,298	47%	9,133	9,250	9,528
Safety Equipment/Protective Clothing	16,026	36,947	39,563	40,000	40,000	3,475	9%	40,000	40,000	41,200
Disposable Supplies	46	35	-	-	-	-	0%	-	-	-
Small Equipment	4,705	6,981	3,364	4,000	4,000	2,285	57%	4,000	4,000	4,120
Hardware	2,504	1,283	54	4,000	4,000	66	2%	4,000	3,500	3,605
Maintenance Supplies	1,648	1,274	1,075	1,500	1,500	547	36%	1,500	1,500	1,545
Miscellaneous Expense	3,954	2,580	763	3,303	3,303	735	22%	3,303	2,500	2,575
Vehicles	-	-	-	-	-	-	0%	-	-	-
Programs & Special Projects	16,402	7,354	10,293	16,000	16,000	5,555	35%	16,000	16,000	16,480
Total Services/Supplies	\$ 296,068	\$ 252,782	\$ 267,013	\$ 330,996	\$ 330,996	\$ 138,545	42%	\$ 330,996	\$ 337,747	\$ 347,909

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Fire	FY 2022 ACTUAL	FY 2023 ACTUAL	FY 2024 ACTUAL	FY 2025 APPROVED	FY 2025 AMENDED	FY 2025 ACTUALS AS OF	PERCENT OF BUDGET SPENT AS OF	FY 2025 ESTIMATE	FY 2026 PROPOSED	FY 2027 PROJECTED
Capital										
Capital Replacement	\$ 61,639	\$ 26,077	\$ 6,332	\$ -	\$ -	\$ -	0%	\$ -	\$ 218,000	\$ 105,000
Capital Expenses	-	-	-	-	-	-	0%	-	-	-
Total Capital	\$ 61,639	\$ 26,077	\$ 6,332	\$ -	\$ -	\$ -		\$ -	\$ 218,000	\$ 105,000
Total Expenditures	\$ 1,508,321	\$ 1,598,017	\$ 1,786,042	\$ 1,944,488	\$ 1,944,488	\$ 1,122,139	58%	\$1,947,633	\$ 2,191,714	\$ 2,138,097

PERSONNEL SCHEDULE			
POSITION TITLE	FY 2024	FY 2025	FY 2026
FIRE CHIEF	0.50	0.50	0.50
FIRE MARSHAL/DEPUTY CHIEF	0.50	0.50	0.50
FIRE CAPTAIN	1.50	1.50	1.50
FIREFIGHTER-PARAMEDIC	4.50	4.50	4.50
FIREFIGHTER-EMT	0.50	0.50	0.50
DRIVER/ENGINEER	1.50	1.50	1.50
SENIOR ADMINISTRATIVE ASSISTANT	0.50	0.50	0.50
PT-FIREFIGHTER PARAMEDIC/EMT	1.08	0.55	0.55
TOTAL FTEs	10.58	10.05	10.05

INTERLOCAL COOPERATION AGREEMENT
FOR ADMINISTRATION OF FIRE PROTECTION SERVICES (2023)

THIS AGREEMENT is made and entered into as of the Effective Date, by and between **Trophy Club Municipal Utility District No. 1**, a district created pursuant to Section 59, Article XVI, Texas Constitution and the Texas Water Code, Chapter 54, hereinafter referred to as "**District**", and the **Town of Trophy Club**, a home rule municipal corporation, hereinafter referred to as "**Town**".

W I T N E S S E T H:

WHEREAS, District is a duly organized political subdivision of the State of Texas engaged in the administration of fire protection and related services for the benefit of those persons residing, traveling within, or being physically located within the boundaries of District, which boundaries include, without limitation, portions of the incorporated and unincorporated limits of the Town of Trophy Club, Texas; and

WHEREAS, District and Town are parties to the existing Interlocal Cooperation Agreement for Administration of Fire Protection Services that expires on September 30th, 2023 (the "**Prior ILA**") which set forth certain terms and conditions of the parties relating to Fire Protection Services (as hereinafter defined) to residents of District and Town, including to residents of the Trophy Club Public Improvement District No. 1 (hereinafter also referred to as the "**PID**"); and

WHEREAS, the PID is not located within the boundaries of the District and is not a party to this Agreement; and

WHEREAS, Town, whose council also serves as the board of directors for the PID, anticipates receiving payment, if any, from the PID to pay part of the Fire Protection Services through the collection of special assessments levied under Texas Local Gov't Code Ch. 372 (the "**PID Act**"); and

WHEREAS, the provision of Fire Protection Services is a governmental function that serves and benefits the public health, safety, and welfare of Town, District, and the general public, promotes efficiency and effectiveness of local governments, and is of mutual concern to the contracting parties; and

WHEREAS, District is individually authorized to perform Fire Protection Services pursuant to Section 49.351 of the Texas Water Code, and Town is individually authorized to perform Fire Protection Services pursuant to its police powers and the parties desire to enter into this Agreement regarding the performance of Fire Protection Services; and

WHEREAS, the Interlocal Cooperation Act, Texas Government Code, Chapter 791, et seq., as amended (the "**Act**") provides authority for governmental entities of the State of Texas to enter into interlocal agreements with each other regarding governmental functions and services as set forth in the Act; and

WHEREAS, Town and District have determined it necessary and appropriate to enter into this Agreement for the administration of Fire Protection Services, which supersedes the Prior ILA for Fire Protection Services.

NOW, THEREFORE, District and Town, for and in consideration of the recitals set forth above and terms and conditions below, agree as follows:

**I.
Incorporation and Term**

1.1 Incorporation of Recitals: The foregoing recitals are agreed upon and incorporated herein as a part of this Agreement.

1.2 Term: This Agreement shall remain in full force and effect for a period of one (1) year from the Effective Date, and shall automatically renew each year thereafter for four (4) additional one (1) year renewal periods, unless written notice of nonrenewal is given no later than ninety (90) days prior to the expiration of the applicable one (1) year renewal period, or unless terminated in accordance with **Section X**.

**II.
Definitions**

2.1 As used herein, the words and phrases hereinafter set forth shall have the meanings as follows:

- A. "Effective Date"** shall mean October 1, 2023.
- B. "Eligible Persons"** shall mean those persons residing, traveling within, or being physically located within the corporate boundaries of the Town of Trophy Club, Texas and/or District, including without limitation both incorporated and unincorporated areas, and shall also include those persons residing, traveling within, or being physically located within the corporate boundaries of another political subdivision of the State of Texas with whom Town and/or District have an automatic or mutual aid agreement to provide fire protection services and those persons located within the fire district as designated by Denton County or Tarrant County and accepted by Town and/or District.
- C. "Emergency Medical Services"** shall mean any and all of the customary and usual activities of trained paramedics providing emergency health care services.
- D. "Fire Protection Services"** shall mean any and all of the customary and usual activities of a fire department, including fire suppression, fire prevention, training, safety education, maintenance, communications, photography, administration, fire-fighting activities, "fire-fighting services" as defined in Texas Water Code Ch. 49, and all other related fire functions.

- E. **“Maximum Annual Payment Amount”** means the maximum total payment that may be made by District to Town each year to pay District's proportionate share of funding for the cost of Fire Protection Services in accordance with this Agreement and the Act. The Maximum Annual Payment Amount shall be the amount of revenues available to District from the levy of a fire tax without triggering the Voter Approval Tax Rate. District shall not be contractually obligated to levy, or collect, a tax to pay the Maximum Annual Payment Amount to Town in any fiscal year beyond the then current fiscal year; however, District shall be contractually obligated to fund its proportionate share of the cost of Fire Protection Services in accordance with this Agreement and the Act, and in all cases, the maximum annual payment obligation of District to Town under this Agreement shall be limited to the final Approved Budget by the Board of Directors of District and the Town Council of Town, or any amendment to the Approved Budget by the Board of Directors of District and the Town Council of Town.
- F. **“Voter Approval Tax Rate”** shall have the meaning set forth in Section 49.23602(a)(4) of the Texas Water Code.

III. Budget and Funding

3.1 Budget and Funding Matters:

- A. **Budget Preparation:** The parties agree to the following schedule of events for purposes of preparation of an annual budget for funding Fire Protection Services:
- i. Town shall prepare a preliminary draft budget for Fire Protection Services and furnish that draft budget to District on or before June 1st of each year. The preliminary draft budget shall specify all projected revenues and expenses relating to Fire Protection Services for the next fiscal year and shall separately identify the expenses for which District is responsible for payment in accordance with the funding provisions of this Agreement.
 - ii. District shall provide initial comments and requested modifications to the preliminary draft budget to Town on or before June 30th of each year.
 - iii. After receipt of preliminary appraised value information from Denton and Tarrant Counties, but no later than June 30th of each year, District will provide to Town a preliminary estimate of the Maximum Annual Payment Amount.
 - iv. Within seven (7) days after receipt of certified appraised value information from Denton and Tarrant Counties, District will provide to Town the Maximum Annual Payment Amount. To the extent District is aware of any obligations or circumstances that would prevent District from funding the Maximum Annual Payment Amount, District shall furnish such information and the best estimate of available funding to be incorporated into the preliminary draft budget for Fire

Protection Services.

v. Representatives of Town and District shall cooperate in good faith to revise and finalize a preliminary draft budget for Fire Protection Services for subsequent consideration by the governing bodies of Town and District to adopt the final approved budget for Fire Protection Services (the "Approved Budget").

vi. The governing bodies of Town and District may, but shall not be obligated to, meet before August 1st of each year (or such other date approved by the parties) to discuss the preliminary draft budget.

vii. Each party shall adopt a fiscal year budget in accordance with their respective statutory obligations. Notwithstanding Sections 3.1.B.ii. and 3.1.B.iv., the Approved Budget may not allocate to District an annual payment obligation that exceeds the Maximum Annual Payment Amount as furnished by District to Town based on final certified appraised values in District, or that includes any costs for which Town is responsible for payment under this Agreement.

viii. In order to facilitate the emergency services assessment for the PID pursuant to the annual Service and Assessment Plan ("SAP"), District shall provide information to Town concerning outstanding District debt, lease, and reserves related to Fire Protection Services as reasonably requested by Town.

ix. The Parties agree that any amendments to the Approved Budget must be made using the same process described herein, and no amendment to the Approved Budget may be made unless each party's respective governing bodies agree and approve such amendment.

B. Funding Obligations: District and Town shall share the funding of costs associated with Fire Protection Services provided to Eligible Persons as defined herein, pursuant to the Approved Budget and in accordance with the terms of this Agreement; and, under no circumstance shall District's share of funding costs during any fiscal year exceed the Maximum Annual Payment Amount or the budgeted expenses approved by District, unless approved in writing by District. Such funding shall be accomplished in accordance with the following terms and conditions:

i. District shall continue to pay all debt service for debt previously incurred by District for Fire Protection Services for as long as the debt remains outstanding.

ii. District shall **fund 50% of all budgeted and amended budgeted costs of personnel** providing Fire Protection Services to Eligible Persons.

iii. Town shall **fund the remaining 50% of all budgeted and amended budgeted costs of personnel** providing Fire Protection Services to Eligible Persons. During the term of this Agreement, Town will not increase the number of current personnel providing Fire Protection Services to Eligible Persons, unless otherwise required by law, and District shall not be responsible for Town's

increase, if any, in the number of current personnel providing Fire Protection Services to Eligible Persons.

iv. District shall fund **100% of budgeted and amended budgeted costs of services and supplies** associated with Fire Protection Services.

v. In recognition that Fire Protection Services shall be provided to persons and properties located within Town and the PID, but not within District, the Town, acting through the PID, may levy and collect an annual assessment on and collect from the owners of real property and taxable improvements thereon located within the PID, but not within District, in accordance with the PID Act, as amended. Such assessment may be considered for adoption by Town Council, after recommendation by the PID, through the approval of the **SAP** for the PID. If the PID fails to levy an annual assessment, or fails to levy an annual assessment that would produce revenues equal to the revenues that would be generated based on the fire tax rate of District, the Parties agree that District is not obligated to provide Fire Protection Services within the PID and the Parties shall prepare a new annual budget for funding of Fire Protection Services in accordance with the provisions in Section 3.1.A. If the annual assessment collected by the PID is less than amount included in the Approved Budget, Town agrees to work in good faith with the PID to collect unpaid annual assessments.

vi. Town shall pay for all Town imposed expenditures associated with Fire Protection Services that are not part of the Approved Budget unless District pre-approves the expenditure in writing. By way of example, if Town approves salary increases or purchases equipment for Fire Protection Services (without District approval) outside of the Approved Budget, Town shall be solely responsible for funding such costs.

vii. District agrees in good faith to communicate to Town the intent to use District's operating reserve funds not part of the Approved Budget that would reduce the District's operating reserve fund balance below twenty-five percent (25%).

viii. District agrees to communicate the intent to create new debt related to Fire Protection Services allowing Town the option to fund the expenditure prior to the debt being issued.

ix. By the 10th of each month the Town shall provide to District a report on the Approved Budget that compares budgeted costs to actual costs and explains the reasons for any differences between budgeted and actual costs.

C. **Payment:** Payments from District for the purpose of Fire Protection Services shall be paid to the Town on a monthly basis. The monthly payments shall constitute the entirety of the Approved Budget for District's payment divided by twelve (12) months, minus total PID assessments actually collected for Fire Protection Services, beginning on October 1st and concluding on September 30th of each

fiscal year of the term of this Agreement. Payments will become past due fifteen (15) business days after the invoice is received by the District.

It is the intent of District that the sole source of revenues for payment of District's funding obligations under this Agreement be District's fire tax; however, in the event the fire tax received by District is insufficient to pay District's funding obligations under this Agreement, District may use other available funding sources. Under no circumstances shall District be obligated to pay an amount to Town during a fiscal year that exceeds the Maximum Annual Payment Amount, or the amount of the Approved Budget for Fire Protection Services approved by Board of Directors of District, except as otherwise provided in this Agreement.

3.2 Audit, Revenues and Expenses:

- A. Annual Audit and Revenues:** Town shall conduct an annual audit at its sole cost by an independent auditor that identifies the actual fiscal year expenses and revenues for Fire Protection Services. The annual audit shall be furnished to District on or prior to May 1st of the subsequent year. By May 1st of each year, Town shall also identify and furnish to District a listing of all revenues, if any, related to Fire Protection Services (whether or not budgeted) for the prior year.
- B. Expense Detail:** Town shall furnish to District evidence of all expenses and costs relating to Fire Protection Services funded by District (in whole or in part) within fifteen (15) days after receipt of a request from District.
- C. Reconciliation Payment:** Overpayment. Any overpayment by District for a fiscal year period as informed by the annual audit conducted pursuant to Section 3.2 (A) and other documentation shall be reimbursed by Town within thirty (30) days after receipt of a written invoice for payment from District.

Underpayment. Any underpayment by District for a fiscal year period as informed by the annual audit conducted pursuant to Section 3.2 (A) and other documentation shall be paid to Town within thirty (30) days after receipt of a written invoice for payment from Town.

IV.

Operational Obligations and Rights of the Parties

4.1 District and Town Obligations and Rights: District and Town shall perform all of their respective duties and obligations as herein stated and shall devote sufficient time and attention to the execution of such duties in full compliance with the terms and conditions of this Agreement.

4.2 Town Obligations and Rights:

- A.** Upon the Effective Date of this Agreement, Town shall be responsible for providing

Fire Protection Services to Eligible Persons, including but not limited to assuming full responsibility for the operational control and management of Fire Protection Services. Town's responsibilities hereunder shall include, without limitation, the control, and management of all personnel as more specifically set forth in **Section VI** and all policy and personnel matters related to and arising out of providing Fire Protection Services and the obligations specifically assumed hereunder.

- B. Town, acting through its Town Manager or designees, shall oversee the daily operations of Fire Protection Services.
- C. The officers and employees of Town shall perform all duties and responsibilities necessary to render Fire Protection Services to all Eligible Persons.
- D. It shall be the responsibility and duty of Town, its officers, and employees, within the sole discretion of such officers and employees, to determine priorities in the dispatching and use of such equipment and personnel to perform Fire Protection Services under this Agreement.
- E. Town shall have the authority to enter into automatic and mutual aid agreements on behalf of District and Town to provide Fire Protection Services as deemed appropriate by Town.
- F. Town shall perform all of its duties and obligations as herein stated and shall devote sufficient time and attention to the execution of such duties provided on behalf of District in full compliance with the terms and conditions of this Agreement and shall provide immediate and direct supervision of employees, agents, contractors, sub-contractors and/or laborers, if any, in the furtherance of the purposes, terms and conditions of this Agreement for the mutual benefit of Town and District.
- G. District may hire Fire Auditors of their choice to review physical Fire Department assets and operator practices on an annual basis for benefit of District and Town. All auditors' fees for such audits (excluding fiscal year financing audits) will be paid by the District.
- H. The Town shall provide the District timely notice of any accident, damage, dangerous or defective condition relating to District assets under this Agreement.

V. Assets

5.1 Ownership: Prior to the commencement of this Agreement, all assets owned or directly purchased by District utilized for Fire Protection Services shall remain the property of District. This Agreement does not affect right, title, or interest to such property. All assets owned or directly purchased by Town utilized for Fire Protection Services shall

remain the property of Town. This Agreement does not affect right, title, or interest to such property.

5.2 Ownership Upon Termination: Upon termination of this Agreement, each party shall retain ownership of assets purchased with its respective funds unless both Town and District elect to negotiate terms to transfer ownership to the other party.

VI.

Employee Supervision and Organization

6.1 Control and Oversight: Town shall have control and oversight over Fire Protection Services and control and oversight over Emergency Medical Services. Town shall have exclusive authority to establish Standard Operating Procedures for Fire Protection Services and Emergency Medical Services (hereinafter collectively referred to as "SOPs").

6.2 Benefits and Human Resources Services: In accordance with Town personnel policies, Town shall provide benefits and human resources services to all eligible employees providing Fire Protection Services. District shall provide funding as set forth in this Agreement. The parties understand and agree that on and after the Effective Date of this Agreement, all employees providing Fire Protection Services shall be Town employees and shall be solely subject to Town personnel policies and SOPs.

VII.

Consideration

The parties agree that sufficient consideration for this Agreement exists and is found in the payments made pursuant to **Section III** of this Agreement and in the cross promises set forth above and other good and valuable consideration. District's agreement to fund Fire Protection Services as provided in **Section III** above in exchange for Town's agreement to oversee and manage Fire Protection Services for Eligible Persons as provided in **Section IV** above, shall serve as sufficient consideration under this Agreement. In accordance with the Act, each party hereto paying for the performance of governmental functions or services shall make such payments from current revenues legally available to the paying party. Each party further agrees that it is fairly compensated for the services or functions performed under the terms of this Agreement.

VIII.

Negligence of Parties/Insurance

8.1 Town Negligence/Insurance: Without waiving any governmental immunity of Town, Town shall be responsible for its sole negligence and Town agrees to and accepts full responsibility for the acts, negligence, and/or omissions of all Town's officers, employees, and agents acting under its direction. Town shall provide liability insurance to cover the acts and omissions of Town, its officers, employees, and agents performing obligations under this Agreement, including but not limited to all personnel providing Fire Protection Services. Town shall maintain general liability insurance to cover Town owned

or leased assets.

8.2 District Negligence/Insurance: Without waiving any governmental immunity of District, District shall be responsible for its sole negligence and District agrees to and accepts full responsibility for the acts, negligence, and/or omissions of all District's officers, employees, and agents acting under its direction. District shall maintain general liability insurance to cover District owned or leased assets. District shall provide liability insurance to cover the acts and omissions of District, its officers, employees, and agents performing obligations under this Agreement.

8.3 Texas Government Code Section 791.006: The assignment of liability under this Agreement is made pursuant to Section 791.006 of the Texas Government Code, as amended, and the assignment of liability under this Agreement is intended to be different than liability otherwise assigned under Section 791.006(a) of the Texas Government Code.

IX. Immunity

The fact that Town and District accept certain responsibilities relating to the rendering of Fire Protection Services under this Agreement as part of their responsibility for providing protection for the public health makes it imperative that the performance of these vital services be recognized as a governmental function and that the doctrine of governmental immunity shall be, and it is hereby, invoked to the extent possible under the law. Neither Town nor District waives any immunity or defense that would otherwise be available to it against claims arising from the exercise of governmental powers and functions.

X. Default and Termination

In the event that either party hereto breaches any term or condition of this Agreement, this Agreement may be terminated by the aggrieved party if such default is not cured within a period of one hundred eighty (180) days after receipt of written notice of default by the party allegedly in breach of its obligations hereunder. At the option of the aggrieved party, if such default is not cured within the one hundred eighty (180) day period, this Agreement shall immediately terminate without further notice, unless an extension is mutually agreed and approved by both Town and District.

XI. Entire Agreement

This Agreement represents the entire and integrated agreement between Town and District and supersedes all prior negotiations, representations, and/or agreements, either written or oral, including the Prior ILA. This Agreement may be amended only by written instrument signed by both parties.

XII.
Venue

The laws of the State of Texas shall govern this Agreement and each of its terms and provisions, including but not limited to the rights and duties of the parties hereto, without regard for conflict of laws principles, and exclusive venue shall be in state district court in Denton County, Texas.

XIII.
Severability

In the event that any portion of this Agreement shall be found to be contrary to law, it is the intent of the parties hereto that the remaining portions shall remain valid and in full force and effect to the extent possible.

XIV.
Non-Waiver

All rights, remedies, and privileges permitted or available to either party under this Agreement or at law or equity shall be cumulative and not alternative, and election of any such right, remedy, or privilege shall not constitute a waiver or exclusive election of rights, remedies or privileges with respect to any other permitted or available right, remedy or privilege. Additionally, one instance of forbearance by either party in the enforcement of any such right, remedy or privilege against the other party, shall not constitute a waiver of such right, remedy or privilege by the forbearing party. A default by either party under this Agreement shall not result in a forfeiture of any rights, remedies, or privileges under this Agreement by such defaulting party.

XV.
Annual District Financial Audit

Town shall provide any documents requested by auditors of District no later than November 30th of each year.

XVI.
Annual Appropriations

Under no circumstances shall the obligations of the parties hereunder be deemed or construed to create any debt within the meaning of any constitutional or statutory provision, or to unlawfully approve the expenditure of funding beyond the applicable fiscal year; provided, however, without abrogating any police or legislative powers of the respective parties, the parties agree during the term of this Agreement to make a good faith effort to appropriate funds necessary to pay for governmental functions and services under this Agreement as authorized by Texas law.

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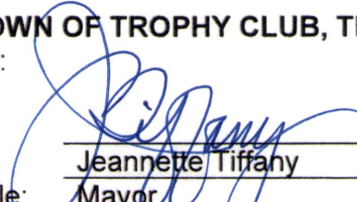
Signature Authority

The undersigned officer and/or agents of the parties hereto are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the parties hereto and each party hereby certifies to the other that any necessary resolutions extending such authority have been duly passed and are now in full force and effect.

EXECUTED in duplicate originals. The effective date of this Agreement shall be October 1, 2023.

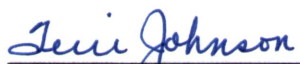
TOWN OF TROPHY CLUB, TEXAS

By:



Jeannette Tiffany
Title: Mayor
Date: 08/29/2023

ATTEST:

By: 
Name: Terri Johnson
Title: Town Secretary / RMO (Interim)

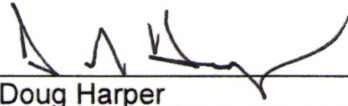
TROPHY CLUB MUNICIPAL UTILITY DISTRICT NO. 1

By:



Name: Kevin R. Carr
Title: President
Date: 8/23/23

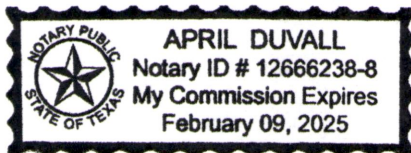
ATTEST:

By: 
Name: Doug Harper
Title: Secretary/Treasurer

ACKNOWLEDGEMENTS

STATE OF TEXAS §
 §
COUNTY OF DENTON §
COUNTY OF TARRANT §

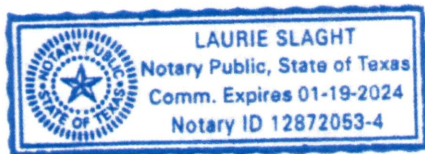
This instrument was acknowledged before me on the 30th day of August, 2023 by Jeannette Tiffany, **Mayor** of the **TOWN OF TROPHY CLUB, TEXAS**, a home rule municipal corporation, on behalf of such corporation



April Duvall
Notary Public in and for the State of
Texas

STATE OF TEXAS §
 §
COUNTY OF DENTON §
COUNTY OF TARRANT §

This instrument was acknowledged before me on the 23rd day of August, 2023 by Kevin R. Carr, **President** of **TROPHY CLUB MUNICIPAL UTILITY DISTRICT NO. 1**, a conservation and reclamation district of the State of Texas, on behalf of said district.



Laurie Slaght
Notary Public in and for the State of
Texas

FIRST AMENDMENT
TO INTERLOCAL COOPERATION AGREEMENT
FOR ADMINISTRATION OF FIRE PROTECTION SERVICES

THIS FIRST AMENDMENT TO INTERLOCAL COOPERATION AGREEMENT FOR ADMINISTRATION OF FIRE PROTECTION SERVICES (the "First Amendment") is made and entered into as of the 1st day of October, 2024 (the First Amendment "**Effective Date**"), by and between **Trophy Club Municipal Utility District No. 1**, a district created pursuant to Section 59, Article XVI, Texas Constitution and the Texas Water Code, Chapter 54, hereinafter referred to as "**District**", and the **Town of Trophy Club**, a Texas home rule municipal corporation, hereinafter referred to as "**Town**".

RECITALS

WHEREAS, the Town and District entered into an Interlocal Cooperation Agreement for Administration of Fire Protection Services on October 1st, 2023 (the "**Agreement**"); and

WHEREAS, the Town and District desire to amend only the first paragraph of Subsection 3.1(C) of the Agreement to provide for bi-annual payments to the Town by the District, instead of monthly payments; and

WHEREAS, the recitals and all other terms and conditions in the Agreement are incorporated into this First Amendment as if fully set forth herein, and defined terms shall have the meaning as assigned to such terms in the Agreement, unless otherwise defined herein.

AGREEMENT

NOW, THEREFORE, for and in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Town and District agree as follows:

1. That only the first paragraph of Subsection 3.1(C) of the Agreement is hereby amended and replaced in its entirety as follows:
 - C. **Payment:** Payments from District for the purpose of Fire Protection Services shall be paid to the Town on a bi-annual basis by the end of February and September. The bi-annual payments shall constitute the entirety of the Approved Budget for District's payment to be paid, minus total PID assessments actually collected for Fire Protection Services, beginning on October 1st and concluding on September 30th of each fiscal year of the term of this Agreement. Payments will become past due fifteen (15) business days after the invoice is received by the District.

2. Except as amended herein, the all other terms and conditions of the Agreement shall remain in full force and effect. This First Amendment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The execution of this First Amendment may be accomplished by facsimile or electronic signatures and shall be deemed fully executed upon the exchange among the Parties of signed facsimile or electronic copies of this First Amendment.

IN WITNESS WHEREOF, the Parties hereto have caused this First Amendment to be executed by their duly authorized officers and to be effective as of the day, month, and year first above written.

[Signatures on Following Page]

[Remainder of Page Intentionally Left Blank]

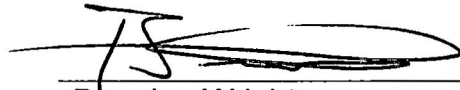
Signature Authority

The undersigned officer and/or agents of the parties hereto are the properly authorized officials and have the necessary authority to execute this First Amendment on behalf of the parties hereto and each party hereby certifies to the other that any necessary resolutions extending such authority have been duly passed and are now in full force and effect.

EXECUTED in duplicate originals. The Effective Date of this First Amendment to Interlocal Cooperation Agreement for Administration of Fire Protection Services shall be October 1st, 2024.

TOWN OF TROPHY CLUB, TEXAS

By:



Brandon Wright

Title: Town Manager

Date: 8.28.2024

Approved by TC on August 26, 2024

ATTEST:



By:

Name: Tammy Dixon

Title: Town Secretary

TROPHY CLUB MUNICIPAL UTILITY DISTRICT NO. 1

By:



Name: Kevin R. Carr

Title: President

Date: 8/21/24

ATTEST:

By:

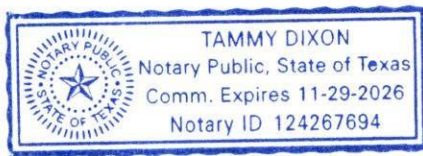
Name: Laurie Slaght

Title: District Secretary

ACKNOWLEDGEMENTS

STATE OF TEXAS §
 §
COUNTY OF DENTON §
COUNTY OF TARRANT §

This instrument was acknowledged before me on the 28th day of August, 2024 by Brandon Wright, **Town Manager** of the **TOWN OF TROPHY CLUB, TEXAS**, a home rule municipal corporation, on behalf of such corporation

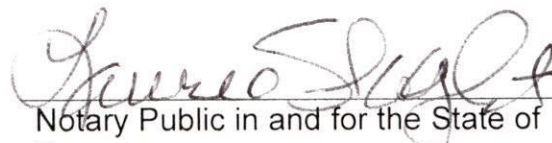



Notary Public in and for the State of
Texas

STATE OF TEXAS §
 §
COUNTY OF DENTON §
COUNTY OF TARRANT §

This instrument was acknowledged before me on the 28th day of August, 2024 by Kevin R. Carr, **President** of the **TROPHY CLUB MUNICIPAL UTILITY DISTRICT NO. 1**, a conservation and reclamation district of the State of Texas, on behalf of said district.




Notary Public in and for the State of
Texas