

THE STATE OF TEXAS

COUNTY OF WILLIAMSON

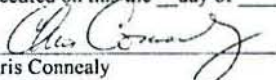
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That Williamson County, Texas (County), and the Cedar Park Fire Department (Department), an incorporated volunteer fire department as describes in V.A.T.C., LOCAL GOVERNMENT CODE, 352.001(c), have entered into the following

AGREEMENT

1. Pursuant to its power to provide financial assistance for fire protection in and for Williamson County and its duty to protect the public health and welfare, the County agrees to pay to the Department the sum of \$31,000.00, in two (2) payments. The first payment being made when the county has received a signed agreement accompanied by a detailed accounting of the past year's expenditures of the county allotment. The second payment will be disbursed on or before September 30, 2008. All funds are to be used to defray the cost of equipment and labor required to provide the services described in Paragraph 2.
2. The Department agrees to provide fire protection services in any area in the County when requested by any other fire company, or when dispatched by the County, and shall expend all the amount set forth in Paragraph 1 for only these purposes during the calendar year 2008.
3. It is understood by the Department that the County cannot commit funds for any future fiscal year, and that this Agreement does not, and cannot, commit the County to renew or repeat this Agreement unless approved by future action of the Williamson County Commissioners' Court.
4. It is understood and agreed that the County has no power to control or supervise the manner and means chosen by the Department to carry out the services specified in Paragraph 2, and that the County shall have no liability for any intentional acts of the Department which are not related to the provision of said services. The Department further agrees to indemnify the County, if permitted by law, for any loss or expense (including but not limited to attorneys' fees) incurred as a result of any claim against the County by any person or entity, should such claim be based upon any intentional act or omission by the Department which is not related to the provision of the services described in Paragraph 2.

Executed on this the ____ day of ____, 2008.


Chris Connealy
Fire Chief
Cedar Park F.D.


Williamson County, Texas by
Dan A. Gattis, by authority of
Williamson County