

AGENDA ITEM # 28August 25, 1998Consider approving fire contract for Jollyville VFD.

Moved: Judge Doerfler

Seconded: Commissioner Boatright

Motion: To approve fire contract for Jollyville Volunteer Fire Department.

Vote: Motion carried 4 - 0 with Commissioner Heiligenstein absent from the dais.

< Clerk copy here >

THE STATE OF TEXAS

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* KNOW ALL MEN BY THESE PRESENTS

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COUNTY OF WILLIAMSON

THAT Williamson County, Texas (County), and the JOLLYVILLE Volunteer 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 \$ 39,272., 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 Sept. 30, 1998. 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 of the amount set forth in Paragraph 1 for only these purposes during the calendar year 1998.
3. It is understood by the City 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 as 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 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 17th day of AUG, 1998.

John Goldring
CHIEF JOLLYVILLE FIRE DEPT.

John C. Doerfler 8-25-98
Williamson County, Texas by
John C. Doerfler, by authority of
Williamson County