STATE OF TEXAS §
§
COUNTY OF COLLIN §

AGREEMENT FOR PROVISION OF FIRE PROTECTION SERVICES AND UTILIZATION OF COUNTY FUNDS IN CONNECTION THEREWITH

SECTION 1. PARTIES TO AGREEMENT

This agreement ("Agreement") is made and entered into by and between Collin County, hereinafter referred to as "County", and Collin County Firefighters Association, Inc., as trustee for the member Fire Departments of the Collin County Firefighters Association, Inc. The Collin County Firefighters Association, Inc. is hereinafter referred to as "Association". The parties hereto have severally and collectively agreed and by execution hereof are bound to the mutual obligations and to the performances and accomplishment of the tasks hereinafter described. Failure of the Association to comply with any item(s) of this Agreement can delay future payments until the item(s) of non-compliance is resolved.

SECTION II. ASSOCIATION PERFORMANCE

Association, as trustee of the member Fire Departments agrees to receive and administer certain County funds for and on behalf of the Fire Department members. In exchange, the Association shall ensure that its Fire Department members shall provide fire suppression, fire control and other related services for and on behalf of the residents of the County who reside in the service territories of the respective Fire Departments and outside local governmental entities that have the authority to assess, tax, or collect mandatory payments for fire protection.

The term "Local Governmental Entities" or "LGE" includes, and is not limited to, cities, towns and statutory special districts. This Agreement for funding of such Fire Departments is authorized pursuant to Subchapter A of Chapter 352 of the Texas Local Government Code.

The Association is responsible for monitoring and reporting the assignment of fire districts to the County. The Association will ensure that all unincorporated areas outside of LGE's that have the authority to assess, tax, or collect mandatory payments for fire protection are assigned to member fire departments at all times. The Association shall notify the County Fire Marshal and Collin County Geographical Information Systems (GIS) of any changes to fire district assignments at least ninety (90) days before they become effective, in order that the County Fire District Map may be updated. No fire department, or local governmental entity, is authorized to unilaterally modify the boundaries of the county fire districts.

Association shall distribute the funds received pursuant to this Agreement to the Fire Department membership on such terms and conditions as are in the best interest of the members, and as more fully set forth in Section V., shall account to the County Auditor for such distributions in such a form and at such intervals agreed upon by the County and the Association. Association understands and agrees that such funding is being provided to Association as trustee for the member Fire Departments and such funding, in its entirety, shall be distributed to the Fire Departments for purposes of providing fire protection services. The Association shall refund to the County, after reimbursing any member Fire Departments for outstanding costs associated with providing fire protection services pursuant to this Agreement, any undistributed funds within 30 days from any termination of this Agreement.

Association shall assume full responsibility for the safeguarding of the funds contributed by the County under this Agreement and shall use reasonable measures to protect against fraud, theft and/or loss of such funds, or any portion thereof. In addition, Association shall assume full responsibility for payment of taxes, if any; on such funds once they are received from the County.

SECTION III. TERM

The period for performance of this Agreement shall commence on October 1, 2010 and shall terminate on September 30, 2011, unless renewed by a written amendment approved and executed by the parties hereto.

SECTION IV. COUNTY OBLIGATION

Notwithstanding any other provision of this Agreement, the total payment of all payments and other obligations made or incurred by the County hereunder shall not exceed the sum of One Million ($1,000,000.00). A total of Nine Hundred Fifty Thousand ($950,000.00) shall be dispersed to member fire departments based on the number of runs, the remaining Fifty Thousand ($50,000.00) shall be allotted to the Excellence Training Plan-College Fire Training Division.

The County shall make payment for such services as follows:

Quarterly	
October-December	$250,000.00
January-March	$250,000.00
April-June	$250,000.00
July-September	$250,000.00

SECTION V. REPORTS

Association shall submit to the Collin County Auditor written reports regarding the date, nature and amount of funds distributed by the Association to its Fire Department members no less often than on a quarterly basis.

The County, at its option, reserves the right to have Association submit other information and records pertinent to Association's performance hereunder as may be reasonably required by County.

SECTION VI. COUNTY MONITORING

Association shall permit County to inspect and shall make available to the County for inspection any or all pertinent records, files, information or other written material maintained by Association or any person or other entity receiving County funds under this Agreement. Association shall permit County free access to all premises under its control for purposes of verifying Association's performance of its obligations hereunder.

SECTION VII. EXCLUSIVE USE OF FUNDS FOR FIRE PROTECTION SERVICES

The funds provided by County to Association hereunder shall be exclusively utilized by the member Fire Departments for fire protection services to residents in the unincorporated areas outside of any political subdivisions that have the authority to assess, tax, or collect mandatory payments for fire protection of the County, and for no other purpose.

SECTION VIII. CONFLICT OF INTEREST

No official or employee of the County and no employee of the Association, nor any member of the Association's governing board or body, and/or person who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this Agreement shall participate in any decision relating to this Agreement which affects his or her personal pecuniary interest.

SECTION IX. COMPLIANCE WITH LAWS

Association shall comply with all applicable laws, ordinances, codes and regulations of the state, local and federal governments.

SECTION X. INDEPENDENT CONTRACTOR

IT IS EXPRESSLY UNDERSTOOD AND AGREED BY BOTH PARTIES HERETO THAT THE COUNTY IS CONTRACTING WITH THE ASSOCIATION AS AN INDEPENDENT CONTRACTOR AND THAT THE ASSOCIATION AS SUCH, AGREES TO HOLD THE COUNTY HARMLESS AND TO INDEMNIFY IT FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS AND CAUSES OF ACTION OF EVERY KIND AND CHARACTER WHICH MAY BE ASSERTED BY ANY THIRD PARTY OCCURRING OR IN ANY WAY INCIDENT TO, ARISING OUT OF, OR IN CONNECTION WITH THE SERVICES TO BE PERFORMED BY THE ASSOCIATION UNDER THIS AGREEMENT.

SECTION XI. ORAL AND WRITTEN AGREEMENTS

All oral or written agreements, relating to the subject matter of this Agreement and which were made prior to the date of commencement specified in Section III, between the Association and the County are expressly superseded by this Agreement.

SECTION XII. AMENDMENTS

Any alterations, additions, or deletions to the terms of this Agreement shall be by amendment hereto in writing and executed by both parties hereto except as may be expressly provided for in some other manner by the terms of this Agreement.

SECTION XIII. LEGAL AUTHORITY

A. The Association assures and guarantees that it possesses the legal authority, pursuant to any proper, appropriate and official motion, resolution or action passes or taken giving the Association legal authority to enter into this Agreement and to perform the services Association has obligated itself to perform under this Agreement.

B. The person or persons signing this Agreement on behalf of the Association warrant and guarantee to having been duly authorized by the Association to execute this Agreement on behalf of the Association, and to validly and legally bind Association to all terms, performances and provisions herein set forth.

C. The County shall have the right, at its option, to either temporarily suspend or permanently terminate performance under this Agreement, and/or terminate this Agreement if there is any dispute as to the legal authority of either the Association or the person signing this Agreement to enter into this Agreement. Any undistributed funds shall be returned to the County, after reimbursing any member Fire Departments for outstanding costs associated with providing fire protection services pursuant to this Agreement, within 30 days from any notice of termination of this Agreement.

D. The Association may terminate this agreement on not less than 270 days advance written notice to the County.

SECTION XIV. AUDIT

At its sole discretion, the County may arrange for an independent audit of all funds received by Association under this Agreement by the County audit staff, or a certified public accountant, and Association consents and agrees to such audit.

SECTION XV. Miscellaneous Provisions.

Notice. Any notice required to be sent 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 via a hand-delivery service, Federal Express 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 notice, the addresses of the parties shall be as follows:

If to the "Association", to:
President
Collin County Firefighters Association, Inc.
825 North McDonald Street, Suite 140
McKinney, Texas 75069

If to the "County", to:
County Administrator
Collin County Commissioners Court
Jack Hatchell Administration Building
2300 Bloomdale Road, Suite 4192
McKinney, Texas 75071

Entire Agreement. This Agreement contains the entire agreement of the parties with respect to the matters contained herein and may not be modified or terminated except upon the provisions hereof or by the mutual written agreement of the parties hereto.

Venue. This Agreement shall be construed in accordance with the laws of the State of Texas and shall be performable in Collin County, Texas.

Consideration. This Agreement is executed by the parties hereto without coercion or duress and for substantial consideration, the sufficiency of which is forever confessed.

Counterparts. This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.

Authority to Execute. The individuals executing this Agreement on behalf of the respective parties below represent to each other and to others that all appropriate and necessary action has been taken to authorize the individual who is executing this Agreement to do so for and on behalf of the party for which his or her signature appears, that there are no other parties or entities required to execute this Agreement in order for the same to be an authorized and binding agreement on the party for whom the individual is signing this Agreement and that each individual affixing his or her signature hereto is authorized to do so, and such authorization is valid and effective on the date hereof.

Savings/Severability. In case 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 any other provision thereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

Representations. Each signatory represents this Agreement has been read by the party for which this Agreement is executed and that such party has had an opportunity to confer with its counsel.

Miscellaneous Drafting Provisions. This Agreement shall be deemed drafted equally by all parties hereto. 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 herein is to be construed against any 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.

Sovereign Immunity. The parties agree that no party has waived its sovereign immunity by entering into and performing their respective obligations under this Agreement.

Assignment. This Agreement or any part thereof shall not be assigned or transferred by any party without the prior written consent of the other party.

WITNESS OUR HANDS EFFECTIVE THIS 29th DAY OF September, 2010.

"ASSOCIATION"

COLLIN COUNTY FIREFIGHTERS ASSOCIATION, INC.
Attn: Jimmy Knipp, President
825 North McDonald Street
Suite 140
McKinney, Texas 75069

By: Jimmy Knipp
Title: President

"COUNTY"

County Administrator
Collin County Commissioners Court
Jack Hatchell Administration Building
2300 Bloomdale Road, Suite 4192
McKinney, Texas 75071

Agreed and approved by Collin County, Texas

By: Keith Self
Title: County Judge, Collin County, Texas

Attest:

Georgia Shepherd