

## INTERLOCAL AGREEMENT

This Interlocal Agreement ("Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_ 2021, by and between the City of Sulphur Springs Fire Department, Texas (hereinafter called "Sulphur Springs"), Hopkins County Fire Department, Texas (hereinafter called "Hopkins County") and Hopkins County EMS District, Texas (hereinafter called "Hopkins County EMS") each acting by and through its duly authorized officials:

WHEREAS, Sulphur Springs, Hopkins County and Hopkins County EMS, are governmental entities and/or emergency service districts engaged in the purchasing communication equipment through the Regional FEMA Assistance to Firefighter Grant;

WHEREAS, Sulphur Springs, Hopkins County and Hopkins County EMS, wish to enter into this Agreement to set forth the terms and conditions upon which Sulphur Springs, Hopkins County and Hopkins County EMS, may purchase communication equipment through the proceeds of the Regional FEMA Assistance to Firefighter Grant;

WHEREAS, participation in an interlocal agreement will be highly beneficial to the taxpayers Sulphur Springs, Hopkins County and Hopkins County EMS, through the anticipated savings to be realized and is of mutual concern to the contracting parties;

WHEREAS, Sulphur Springs, Hopkins County and Hopkins County EMS, have current funds available to satisfy any fees owed pursuant to this Agreement.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises, covenants and obligations as set forth herein; Sulphur Springs, Hopkins County and Hopkins County EMS, agree as follows:

1. Sulphur Springs, Hopkins County and Hopkins County EMS, shall each be individually responsible for payment of their entities percent of communication equipment awarded through the Regional FEMA Assistance to Firefighter Grant.
2. Notwithstanding anything herein to the contrary, participation in this Agreement may be terminated by any party upon sixty (60) days written notice to the other participating party.
3. The undersigned officer and/or agents of the party hereto are duly authorized officials and possess the requisite authority to execute this Agreement on behalf of the parties hereto.
4. This Agreement may be executed separately by the participating entities, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.



5. This Agreement shall become effective on the day and year first written above (the "Effective Date"). The primary term of this Agreement shall commence on the effective date and terminate on closing of the Regional FEMA Assistance to Firefighter Grant, unless terminated according to the terms set forth in Paragraph 3.
6. To the extent allowed by law, each party agrees to release, defend, indemnify, and hold harmless the other (and its officers, agents, and employees) from and against all claims or causes of action for injuries (including death), property damages (including loss of use), and any other losses, demands, suits, judgments and costs, including reasonable attorneys' fees and expenses, in any way arising out of, related to, or resulting from its performance under this agreement, or caused by its negligent acts or omissions (or those of its respective officers, agents, employees, or any other third parties for whom it is legally responsible) in connection with performing this agreement.
7. The laws of the State of Texas shall govern the interpretation, validity, performance and enforcement of this Agreement.
8. The provisions of this Agreement are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this Agreement is for any reason held by a court of competent jurisdiction to be contrary to law or contrary to any rule or regulation having the force and effect of the law, the remaining portions of the Agreement shall be enforced as if the invalid provision had never been included.
9. This Agreement embodies the entire agreement between the parties and may only be modified in writing executed by both parties.
10. This Agreement shall be binding upon the parties hereto, their successors, heirs, personal representatives and assigns. Neither party will assign or transfer an interest in this Agreement without the written consent of the other party.
11. It is expressly understood and agreed that, in the execution of this Agreement, neither party waives, nor shall be deemed hereby to have waived any immunity 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, and this Agreement shall not create any rights in parties not signatories hereto.
12. The declarations, determinations and findings declared, made and found in the preamble to this Agreement are hereby adopted, restated and made part of the operative provisions hereof.

EXECUTED hereto on the day and year first above written.