

**INTERLOCAL AGREEMENT BETWEEN
TITUS COUNTY, TEXAS, AND**

4. Responsibilities of the VFD

a. **Maintenance:** The VFD shall ensure that the manufacturer's suggested maintenance schedule is followed and shall be responsible for the cost of such maintenance.

b. **Use Fee:** The VFD shall pay the County a fee of one dollar (\$1.00) per year for the use of the vehicle(s).

c. **Operation:** The VFD shall operate the vehicle(s) and equipment solely for fire protection services within Titus County, unless otherwise authorized by the County Judge or the County Emergency Management Coordinator.

5. Payment

The VFD shall make annual payments of one dollar (\$1.00) to the County due at the commencement of this Agreement, and on each subsequent anniversary.

6. Termination

Either Party may terminate this Agreement with thirty (30) days written notice to the other Party. Upon termination, the VFD shall return the vehicle(s) and all equipment to the County in good working condition, reasonable wear and tear excepted.

7. Indemnification

The VFD agrees to indemnify, defend, and hold harmless the County, its officers, agents, and employees, from and against any and all claims, liabilities, damages, losses, and expenses, including reasonable attorneys' fees, arising out of or in any way connected with the VFD's use and maintenance of the vehicle(s) and equipment.

8. Miscellaneous

a. **Entire Agreement:** This Agreement constitutes the entire understanding between the Parties and supersedes all prior agreements or understandings, whether written or oral, relating to the subject matter herein.

b. **Amendments:** Any amendments to this Agreement must be in writing and signed by both Parties.

c. **Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.

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This Interlocal Agreement ("Agreement") is entered into by and between Titus County, Texas, a political subdivision of the State of Texas ("County"), and _____, a nonprofit organization ("VFD"), collectively referred to as the "Parties."

WHEREAS, the County desires to enhance fire protection services within its jurisdiction by providing equipment to the VFD; and

WHEREAS, the VFD agrees to utilize and maintain the equipment provided by the County to support fire protection services; and

WHEREAS, the Parties are authorized to enter into this Agreement pursuant to Chapter 791 of the Texas Government Code;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the Parties agree as follows:

1. Purpose

The purpose of this Agreement is to set forth the terms and conditions under which the County will loan fire-fighting vehicles to the VFD.

2. Term

This Agreement shall be effective from the date of execution and continue for a period of one (1) year, and shall automatically renew for successive one-year terms unless terminated in accordance with the provisions herein.

3. Responsibilities of the County

a. **Provision of Vehicle and Equipment:** The County shall purchase, own, and provide the VFD with fire-fighting vehicles and all necessary equipment to equip said vehicles ("Equipment"). The vehicle(s) covered by this Agreement shall be (description(s) and VIN(s)) _____.

b. **Insurance:** The County shall provide and maintain insurance coverage for the vehicle(s).

c. **Repairs:** The County Maintenance Division shall be responsible for all repairs to the vehicle(s), excluding routine maintenance.

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d. **Severability:** If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date last written below.

TITUS COUNTY, TEXAS

By: _____
Name: Kent Cooper
Title: Titus County Judge
Date: _____

[NAME OF VOLUNTEER FIRE DEPARTMENT]

By: _____
Name: _____
Title: Chief _____ Volunteer Fire Department
Date: _____