

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

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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 Cookville VFD, a nonprofit organization ("VFD"), collectively referred to as the "Parties."

**WHEREAS**, the County desires to enhance fire protection services within its jurisdiction by providing Vehicle Extrication Equipment ("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 lease the Equipment to the VFD.

**2. Definitions**

a. **Equipment:** The Equipment will consist of a set of Vehicle Extrication Equipment containing the following:

- 1) One (1) SC240-SL3 Next Generation Conventional Cutter
- 2) One (1) S54-SL3 eForce 32" Spreader
- 3) One (1) 22-54 Telescopic Ram eForce 2.0
- 4) One (1) Genesis 3-Bay Charger 120v
- 5) One (1) Kodiak Strut Kit
- 6) Three (3) M28 Milwaukee 28v 5ah Battery

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COUNTY CLERK TITUS CO TX  
BY JB DEPUTY

b. **Routine Maintenance:** "Routine Maintenance" shall refer to regular, scheduled, and necessary upkeep activities performed to ensure the Equipment remains in proper working order and good condition. This includes, but is not limited to, the following:

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(1) **Inspection:** Regular inspection of the Equipment to identify and address any issues or wear and tear. This will include, but is not limited to: blades, cutters, hoses, fittings, seals, gaskets, and batteries.

(2) **Cleaning:** Regular cleaning to maintain hygiene and prevent deterioration of the Equipment. This will include a standard cleaning after each use and a deep-cleaning once per quarter.

(3) **Hydraulic Fluid Checks:** Check hydraulic fluid once per month. Fluid levels will be topped off if necessary, using the manufacturer's recommended fluid type. Fluid will be kept clean and free of contaminants. Fluid will be changed if it appears dirty.

(4) **Operational Testing:** Equipment will be tested once per month to ensure smooth and efficient operation. This includes running the tools to full extension and retraction to check for any operational issues. Hydraulic pressure will be tested to ensure it is within the recommended range specified by the manufacturer.

(5) **Lubrication:** Moving Parts will be lubricated after each cleaning, including hinges, joints, and blades, with the appropriate lubricant to prevent rust and ensure smooth operation. Manufacturer Specifications: Use the recommended type of lubricant as specified by the manufacturer to avoid any damage to the equipment.

### 3. 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.

### 4. Responsibilities of the County

a. **Provision of Equipment:** The County shall purchase, own, and provide the VFD with the Equipment.

### 5. Responsibilities of the VFD

a. **Maintenance:** The VFD shall adhere to a routine maintenance schedule, conducting tasks at intervals recommended by the manufacturer or as specified in industry standards. The VFD shall keep records of all maintenance activities and promptly report any significant issues or potential risks to the County.

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b. **Battery Maintenance / Storage:** VFD will ensure batteries are properly charged and stored correctly to maintain their longevity. Batteries will be rotated to ensure even usage and prevent any single battery from becoming overused or worn out.

c. **Repairs:** VFD shall be responsible for all repairs to the Equipment.

d. **Training:** VFD will ensure that all personnel using the equipment are trained in the operation and in basic maintenance procedures.

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

## **6. 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.

## **7. Termination**

Either Party may terminate this Agreement with sixty (60) days written notice to the other Party. Upon termination, the VFD shall return the Equipment to the County in the same condition as received, reasonable wear and tear excepted.

## **8. 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 Equipment.

## **9. 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. Venue for any lawsuit to enforce or construe the terms of this

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Agreement (including any amendments, supplements, or addendums thereto) shall lie in Titus County, Texas.

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: [Signature]  
Name: Kent Cooper  
Title: Titus County Judge  
Date: Sept 9, 2024

**[NAME OF VOLUNTEER FIRE DEPARTMENT]**

By: [Signature]  
Name: Marisa Williams  
Title: Chief Chief Volunteer Fire Department  
Date: Sep 9-2024

