

**INTERLOCAL AGREEMENT CONCERNING FIRE  
PROTECTION SERVICE  
TITUS COUNTY, TEXAS, AND  
VOLUNTEER FIRE DEPARTMENTS**

This Agreement is made by and between the County of Titus, acting by and through its Commissioner's Court (the County) and the Titus County Volunteer Fire Departments, Texas nonprofit corporations acting by and through their duly authorized officers (the VFD).

Whereas, Chapter 352 of the Local Government Code allows Commissioners' Court to enter into an agreement with incorporated volunteer fire departments that are located within the County to provide fire protection services to an area of the County that is located outside the municipalities within the County; and

Whereas, citizens residing in unincorporated areas of the County are in need of obtaining the services of the VFD to assist them in time of need; and

Whereas, the County desires to provide fire protection services available to unincorporated areas of the County; and

Whereas, the VFD is willing to make its fire protection services available to unincorporated areas of the County,

Now, therefore, for and in consideration of the mutual covenants expressed herein it is agreed as follows:

**1. Supersession of Previous Agreements**

This Agreement shall supersede all previous agreements made between the County and 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. The County will pay the VFD the sum of \$1,700.00 to be used for providing fire protection services. Payment is due to the VFD after Commissioners' Court approval.

b. The County will pay the VFD an additional amount based on the Run Summary Report and the Training Summary from Response Master. This payment will be made monthly provided the County has budgeted and approved the funds and the report has been approved by the County Emergency Management Coordinator. Payment is due to the VFD after Commissioners' Court approval. VFD's agree that if the County's budget is exceeded, funds may not be available to pay for runs and training. If the County's budget for runs and training is exceeded, priority of funds disbursed will go the VFD submitting their reports earliest.

c. The County will pay the VFD up to \$850 per year to reimburse the VFD for sending a volunteer firefighter to attend the Texas A&M Fire School. This payment is limited to one (1) volunteer per VFD per year. The VFD must provide a receipt to the Emergency Management Coordinator. Payment is due to the VFD after Commissioners' Court approval.

d. The County will pay the VFD \$1000 per fiscal year to be used to purchase firefighting equipment. The VFD must provide a receipt to the Emergency Management Coordinator. Payment is due to the VFD after Commissioners' Court approval.

**INTERLOCAL AGREEMENT CONCERNING FIRE  
PROTECTION SERVICE  
TITUS COUNTY, TEXAS, AND  
VOLUNTEER FIRE DEPARTMENTS**

e. The County will furnish computer equipment and a software license to Response Master software. The County will bear the cost of licensing this software as outlined in paragraph 5 of this Agreement. The County will be responsible to pay the \$1500 setup fee for this software.

f. Based on the availability of funds, the County may purchase one (1) additional Cab-and-Chassis vehicle each year to be leased to a single Volunteer Fire Department (VFD). This purchase will be made solely at the discretion of the County. The Emergency Management Coordinator will maintain a schedule to ensure that each year, a different VFD receives a vehicle under this agreement. The terms of the lease for the vehicle will be covered in a separate agreement.

g. The County may withhold payments if the VFD fails to submit the required reports in the Response Master software by the 15th of the month following the reporting period or if the reports do not comply with standards set forth by the Emergency Management Coordinator. Payments will only be released once the VFD has submitted the reports and ensured compliance with all County standards. The Emergency Management Coordinator or the County Auditor may waive payment delays at their discretion.

**4. Responsibilities of the VFD**

a. The VFD will document all firefighter runs, to include name and rate based on the level of training and experience, in the Response Master software in a timely manner. A Run Report will be submitted to the Emergency Management Coordinator by the 15<sup>th</sup> of the month following the reporting period. The Run Report will be signed by the Chief, Assistant Chief, or Captain.

b. The VFD will submit a report of all training conducted, to include instructor's name, subject, date number of hours, and names / signatures of participants. This training will also be tracked in the Response Master software. The Training Report will be submitted to the Emergency Management Coordinator by the 15<sup>th</sup> of the month following the reporting period. The Training Report will be signed by the Chief, Assistant Chief, or Captain.

c. The VFD agrees to make reasonable efforts to respond to requests for fire protection services in all areas of Titus County, both incorporated and unincorporated if requested by the incorporated entity.

d. The County has an Agreement with the City of Mt. Pleasant to provide Mt. Pleasant Fire Department assistance to VFDs. The VFD agrees the VFD is required to contact the Mt. Pleasant Fire Department within three minutes (by radio, phone, or Active 911 app) of its intention to respond or if they are unavailable to the emergency incident.

e. The VFD agrees the Mt. Pleasant Fire Chief or his designee shall be responsible for, and have command of all incidents to which the Mt. Pleasant Fire Department responds unless the Chief or his designee yields command of the incident to the VFD.

f. The VFD acknowledges that the County has the right to audit the financial records of the VFD within thirty (30) days of notification. The VFD agrees to maintain all financial accounting documents and records, including invoices, receipts, and bank statements. The VFD's financial accounting documents and records shall be kept and maintained in accordance with generally accepted accounting principles for a minimum of 3 years. The VFD accepts authority of the Titus County Auditor's Office to conduct audits and investigations in connection with all funds received

**INTERLOCAL AGREEMENT CONCERNING FIRE  
PROTECTION SERVICE  
TITUS COUNTY, TEXAS, AND  
VOLUNTEER FIRE DEPARTMENTS**

pursuant to this agreement. The audit will be conducted during normal business hours, at a place mutually agreed upon by the parties.

g. The VFD agrees to comply with the Five Point Agreement Requirements, which are attached as Exhibit A to this Agreement. Compliance with the Five Point Agreement will be monitored by the Emergency Management Coordinator. Failure to comply with the requirements of the Five Point Agreement may result in the County withholding payments, terminating this Agreement, or taking any other enforcement action deemed necessary by the County. The County reserves the right to audit compliance with the Five Point Agreement at any time, and non-compliance will be addressed according to the enforcement provisions outlined in this Agreement

**5. Response Master Software**

a. The County will purchase a license to use Response Master software at a level to accommodate 25 personnel per VFD. The County is responsible for the initial setup fee (see paragraph 1e).

b. The VFD will be charged a monthly user fee for this software. The user fee will be subtracted from the monthly \$1700 payment the County furnishes the VFD. The user fee will be calculated as follows:

1) \$150 per month for each VFD

2) If an individual department exceeds 25 personnel entered into the Response Master system, a \$3.00 surcharge per firefighter over 25 will be assessed.

**6. Miscellaneous**

a. 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 any equipment covered in this agreement.

b. This Agreement shall commence and be effective at the execution of this document by both parties and shall continue in effect until terminated.

c. Either party may terminate this Agreement by sending written notice to the other party 30 days in advance of such termination. Any loans funded by the County to the VFD after the date of this Agreement shall become due immediately upon termination.

d. This Agreement constitutes the only agreement between the parties hereto and supersedes any prior understanding or written or oral agreements between the parties respecting the within subject matter. The VFD disclaims any reliance on representations by the County that are not expressly set out in this Agreement.

e. In the event any portion of this agreement is held to be unenforceable, the unenforceable part shall be constructed in accordance with applicable law as nearly as possible to reflect the original intention of the parties. The remainder of the provisions shall remain in full force and effect.

f. Neither party's failure to enforce strict performance of any provisions of this Agreement shall be construed as a waiver of any provision or right. Neither the course of conduct between the parties nor trade practice shall act to modify any provision of this agreement.

**INTERLOCAL AGREEMENT CONCERNING FIRE  
PROTECTION SERVICE  
TITUS COUNTY, TEXAS, AND  
VOLUNTEER FIRE DEPARTMENTS**

**Exhibit A**

**Five Point Agreement**

**Point 1. Active Internal Training Program**

Equivalency: Training program must be equivalent to the certification program offered by the State Fireman's and Fire Marshall's Association of Texas.

Minimum Number of Hours: Each Volunteer Fire Department must provide a minimum of 20 hours per year. Provided by a VFD/Fire School, The primary focus of training shall be fire support, motor vehicle accident support, traffic control, wildland fires, and vehicle fires. All training must be documented by your department or the provider you attend training with.

**Point 2. Liability Insurance**

VFIS requirements: The VFD shall adhere to all the rules set forth by VFIS. Requirements include annual vital sign check by a paramedic, background checks, driver training classes and driver obstacle course.

Automobile Liability Insurance: The County shall provide emergency vehicle insurance for each fire apparatus or vehicle owned and/or operated by the fire department

**Point 3. Annual Reporting**

Annual Financial Report: Each department shall annually provide the County Auditor with a financial report including itemized income and expense details by date, source, and check number on or before January 31 of each year for the preceding calendar year. The financial report shall include an ending cash balance substantiated by the year end bank statement and related bank reconciliation noting all reconciling items.

Projected Budget: Each department shall provide a projected budget to the County Judge / Emergency Management Coordinator.

Tax Exemption: Each department shall provide the County Auditor with a certification of tax-exempt status.

Testing records: Each department shall provide the Titus County Emergency Management Coordinator, yearly records on SCBA certification, and SCBA cylinder hydro testing, and bi-annually for hose testing and pump testing.

**Point 4. Firefighter Safety-Standard Operating Procedures (SOP)**

Incident Command: Each department shall implement and provide a current copy of the department's SOP for incident command at emergency incidents to the Emergency Management Coordinator.

Two-In-Two-Out: Each department shall implement and follow procedures guidelines of the department's SOP for two-in-two-out at emergency incidents.

Accountability: Each department shall implement and follow procedures guidelines of the department's SOP for personal accountability at emergency incidents.

**INTERLOCAL AGREEMENT CONCERNING FIRE  
PROTECTION SERVICE  
TITUS COUNTY, TEXAS, AND  
VOLUNTEER FIRE DEPARTMENTS**

**Exhibit A**

**Five Point Agreement**

**Personal Protective Clothing:** Each department shall implement and follow procedures guidelines of the department's SOP for the selection, use, care and maintenance of structural and wildland/extrication protective clothing.

**Self-Contained Breathing Apparatus and Personal Alert Safety Systems:** Each department shall implement and follow procedures guidelines of the department's SOP for the selection, use, care and maintenance of self-contained breathing apparatus and personal alert safety systems.

**Wildland Fires:** Each department shall implement and follow procedures guidelines of the department's SOP for Wildland fires.

**Structure Fires:** Each department shall implement and follow procedures guidelines of the department's SOP for Structure fires.

**Vehicle Fires:** Each department shall implement and follow procedures guidelines of the department's SOP for Vehicle fires.

**Motor Vehicle Accidents:** Each department shall implement and follow procedures guidelines of the department's SOP for motor vehicle accidents.

**All County VFD'S follow the same SOP'S.** The County Emergency Management Coordinator will maintain a copy of the County SOP. This covers all VFD'S in Titus County.

**Point 5. Pump testing on fire apparatus.**

This should be done at least every other year. But for the liability side every year. It is at the discretion of the VFD'S officers/funding.

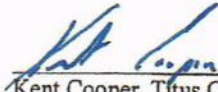
**INTERLOCAL AGREEMENT CONCERNING FIRE  
PROTECTION SERVICE  
TITUS COUNTY, TEXAS, AND  
VOLUNTEER FIRE DEPARTMENTS**

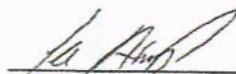
g. This Agreement will be governed in accordance with the laws of the State of Texas and venue shall lie in Titus County.

h. Each signatory to this agreement certifies that he/she has been authorized by their entity to execute this agreement.

Authorized Representatives

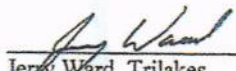
*Talco has a different Agreement*  
Eli Male, Talco Jerry Ward emc (date)

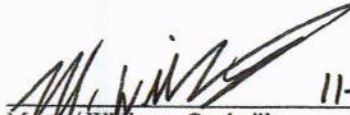
  
Kent Cooper, Titus County Judge (date) *Nov 25, 2024*

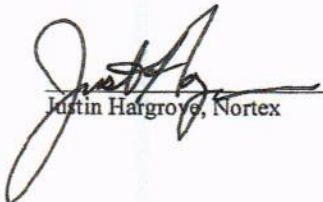
  
Lee Alsup, Fivestar 11-19-2024  
(date)

  
John Grubbs, Sugarhill 11-22-24  
(date)

  
Mike Logan, Argo 11-21-24  
(date)

  
Jerry Ward, Trilakes 10-31-2024  
(date)

  
Marcus Williams, Cookville 11-19-24  
(date)

  
Justin Hargrove, Nortex (date)

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

---

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

WHEREAS, the County desires to enhance fire protection services within its jurisdiction by providing Motorola XPR 3500E radios and related 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 to be leased under this Agreement will consist of the following items for each radio set:

- 1) One (1) Motorola XPR 3500E handheld radio
- 2) One (1) Battery
- 3) One (1) Antenna
- 4) One (1) Charger
- 5) One (1) Power Supply
- 6) One (1) Belt Clip
- 7) Zero (0) External microphone

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

---

**b. Routine Maintenance:** "Routine Maintenance" refers to regular, scheduled maintenance performed to ensure the Equipment remains in proper working order. This includes, but is not limited to:

(1) **Inspection:** Visual inspection of the radio and accessories for any damage or malfunction.

(2) **Cleaning:** Regular cleaning of the radio to maintain hygiene and prevent deterioration.

(3) **Software/Firmware Updates:** Ensure the radios have the latest firmware and software updates installed.

### **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 as described in Section 2. The County Emergency Management Coordinator will determine how many Equipment sets will be provided to the VFD.

b. **County Inventory:** The Titus County Emergency Management Coordinator is responsible for maintaining an inventory of Equipment issued to the VFD.

### **5. Responsibilities of the VFD**

a. **Purchase of External Microphone:** VFD may, at their discretion, purchase an external microphone to use with Equipment. If purchased, microphone will remain the property of VFD.

b. **Maintenance:** The VFD shall perform routine maintenance on the Equipment as outlined in Section 2(b) and maintain records of all maintenance activities. The VFD will promptly report any significant malfunctions or issues with the Equipment to the County.

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.



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

---

e. **Use Fee:** The VFD shall pay the County a fee of one dollar (\$1.00) per year for each set of Equipment leased under this Agreement.

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

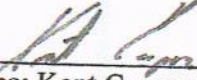
d. **Severability:** If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.

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

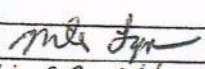
---

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: Nov 25, 2024

**[NAME OF VOLUNTEER FIRE DEPARTMENT]**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Chief  Volunteer Fire Department  
Date: 11-22-24

Titus County Radio Check Out:

Motorola XPR3500E, Charger, Mic

Department: Arco

Inventory No:

Serial No:

1. 020

867TATC337

2. 021

867TATC431

3. \_\_\_\_\_

\_\_\_\_\_

4. \_\_\_\_\_

\_\_\_\_\_

5. \_\_\_\_\_

\_\_\_\_\_

Fire Chief Signature: Mike Lyon

Date: 11-22-24

ARGO VOLUNTEER FIRE DEPARTMENT  
OPERATING ACCOUNT  
6030 FM 1001  
COOKVILLE, TX 75558

1095  
88-820/119

PAY to the  
order of

*Plus County*  
*two dollars and no/100*

Date *11/20/04*

\$ *2.00*

Dollars

Security features  
included.  
Details on back.



AMERICAN  
NATIONAL  
BANK  
OF THE PRAIRIES

301 S MADISON AVE  
MT PLEASANT, TX 75455  
(903) 572-1776  
MEMBER FDIC

Memo

*Rodriguez Liza*

*Sarah Miller*

*Michelle Jones*

MP

Member Since American National Bank of the Prairies

⑆001095⑆ ⑆111908208⑆ ⑆0000002479⑆

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

---

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

WHEREAS, the County desires to enhance fire protection services within its jurisdiction by providing Motorola XPR 3500E radios and related 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 to be leased under this Agreement will consist of the following items for each radio set:

- 1) One (1) Motorola XPR 3500E handheld radio
- 2) One (1) Battery
- 3) One (1) Antenna
- 4) One (1) Charger
- 5) One (1) Power Supply
- 6) One (1) Belt Clip
- 7) Zero (0) External microphone

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

---

**b. Routine Maintenance:** "Routine Maintenance" refers to regular, scheduled maintenance performed to ensure the Equipment remains in proper working order. This includes, but is not limited to:

(1) **Inspection:** Visual inspection of the radio and accessories for any damage or malfunction.

(2) **Cleaning:** Regular cleaning of the radio to maintain hygiene and prevent deterioration.

(3) **Software/Firmware Updates:** Ensure the radios have the latest firmware and software updates installed.

### **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 as described in Section 2. The County Emergency Management Coordinator will determine how many Equipment sets will be provided to the VFD.

b. **County Inventory:** The Titus County Emergency Management Coordinator is responsible for maintaining an inventory of Equipment issued to the VFD.

### **5. Responsibilities of the VFD**

a. **Purchase of External Microphone:** VFD may, at their discretion, purchase an external microphone to use with Equipment. If purchased, microphone will remain the property of VFD.

b. **Maintenance:** The VFD shall perform routine maintenance on the Equipment as outlined in Section 2(b) and maintain records of all maintenance activities. The VFD will promptly report any significant malfunctions or issues with the Equipment to the County.

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.

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

---

e. **Use Fee:** The VFD shall pay the County a fee of one dollar (\$1.00) per year for each set of Equipment leased under this Agreement.

**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 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.

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

---

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

**TITUS COUNTY, TEXAS**

By: *Kent Cooper*  
Name: Kent Cooper  
Title: Titus County Judge  
Date: *Nov 25, 2024*

**[NAME OF VOLUNTEER FIRE DEPARTMENT]**

By: \_\_\_\_\_  
Name: *Eli Hale*  
Title: Chief *Eli Hale* Volunteer Fire Department  
Date: *11/22/24*



Titus County Radio Check Out:

Motorola XPR3500E, Charger, Mic

Department: Talco

Inventory No:

Serial No:

1. 016

867TATC415

2. 017

867TATC371

3. 018

867TATC504

4. 019

867TATC561

5. 045

867TATC360

Fire Chief Signature: 

Date: 11/22/24

Talco Volunteer Fire Department  
PO Box 365  
Talco, TX 75487

3146

88-1532/119

CHECKSAFE

DATE 11-22-24

PAY TO THE ORDER OF

Titus Coentry

Five dollars 00/100

\$ 5.00

Guaranty Bank & Trust

DOLLARS



FOR Radio Lease

*John W. G...*

⑆003146⑆ ⑆11915327⑆ ⑆1551251⑆

MP

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

---

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

WHEREAS, the County desires to enhance fire protection services within its jurisdiction by providing Motorola XPR 3500E radios and related 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 to be leased under this Agreement will consist of the following items for each radio set:

- 1) One (1) Motorola XPR 3500E handheld radio
- 2) One (1) Battery
- 3) One (1) Antenna
- 4) One (1) Charger
- 5) One (1) Power Supply
- 6) One (1) Belt Clip
- 7) Zero (0) External microphone

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

---

**b. Routine Maintenance:** "Routine Maintenance" refers to regular, scheduled maintenance performed to ensure the Equipment remains in proper working order. This includes, but is not limited to:

(1) **Inspection:** Visual inspection of the radio and accessories for any damage or malfunction.

(2) **Cleaning:** Regular cleaning of the radio to maintain hygiene and prevent deterioration.

(3) **Software/Firmware Updates:** Ensure the radios have the latest firmware and software updates installed.

### **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 as described in Section 2. The County Emergency Management Coordinator will determine how many Equipment sets will be provided to the VFD.

b. **County Inventory:** The Titus County Emergency Management Coordinator is responsible for maintaining an inventory of Equipment issued to the VFD.

### **5. Responsibilities of the VFD**

a. **Purchase of External Microphone:** VFD may, at their discretion, purchase an external microphone to use with Equipment. If purchased, microphone will remain the property of VFD.

b. **Maintenance:** The VFD shall perform routine maintenance on the Equipment as outlined in Section 2(b) and maintain records of all maintenance activities. The VFD will promptly report any significant malfunctions or issues with the Equipment to the County.

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.

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

---

e. **Use Fee:** The VFD shall pay the County a fee of one dollar (\$1.00) per year for each set of Equipment leased under this Agreement.

**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 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.

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

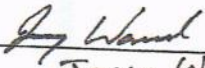
---

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: Nov 25, 2024

**[NAME OF VOLUNTEER FIRE DEPARTMENT]**

By:   
Name: Jerry Ward  
Title: Chief Tri Lakes Volunteer Fire Department  
Date: 11-19-2024

Titus County Radio Check Out:

Motorola XPR3500E, Charger, Mic

Department: Trilakes

Inventory No:

Serial No:

1. 035

867TATC 347 VHF

2. 036

867TATC 366 VHF

3. 037

867TATC 440 VHF

4. 038

867TATC 571 VHF

5. 039

867TATC 442 VHF

012

867TAT9591 UHF

Fire Chief Signature: Jay Wood

Date: 11-19-24





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

---

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

WHEREAS, the County desires to enhance fire protection services within its jurisdiction by providing Motorola XPR 3500E radios and related 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 to be leased under this Agreement will consist of the following items for each radio set:

- 1) One (1) Motorola XPR 3500E handheld radio
- 2) One (1) Battery
- 3) One (1) Antenna
- 4) One (1) Charger
- 5) One (1) Power Supply
- 6) One (1) Belt Clip
- 7) Zero (0) External microphone

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

---

**b. Routine Maintenance:** "Routine Maintenance" refers to regular, scheduled maintenance performed to ensure the Equipment remains in proper working order. This includes, but is not limited to:

(1) **Inspection:** Visual inspection of the radio and accessories for any damage or malfunction.

(2) **Cleaning:** Regular cleaning of the radio to maintain hygiene and prevent deterioration.

(3) **Software/Firmware Updates:** Ensure the radios have the latest firmware and software updates installed.

### **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 as described in Section 2. The County Emergency Management Coordinator will determine how many Equipment sets will be provided to the VFD.

**b. County Inventory:** The Titus County Emergency Management Coordinator is responsible for maintaining an inventory of Equipment issued to the VFD.

### **5. Responsibilities of the VFD**

**a. Purchase of External Microphone:** VFD may, at their discretion, purchase an external microphone to use with Equipment. If purchased, microphone will remain the property of VFD.

**b. Maintenance:** The VFD shall perform routine maintenance on the Equipment as outlined in Section 2(b) and maintain records of all maintenance activities. The VFD will promptly report any significant malfunctions or issues with the Equipment to the County.

**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.

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

---

e. **Use Fee:** The VFD shall pay the County a fee of one dollar (\$1.00) per year for each set of Equipment leased under this Agreement.

**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 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.

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

---

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

**TITUS COUNTY, TEXAS**

By: *Kent Cooper*  
Name: Kent Cooper  
Title: Titus County Judge  
Date: Nov 25 2024

**[NAME OF VOLUNTEER FIRE DEPARTMENT]**

By: *Justin Hargrove*  
Name: Justin Hargrove  
Title: Chief \_\_\_\_\_ Volunteer Fire Department  
Date: 11-20-24

Titus County Radio Check Out:

Motorola XPR3500E, Charger, Mic

Department: Nortex

Inventory No:

Serial No:

1. 025

867TATC395

2. 026

867TATC540

3. 027

867TATC573

4. 028

867TATC472

5. 029

867TATC581

Fire Chief Signature: 

Date: 11.20.24

**NORTEX VOLUNTEER FIRE DEPARTMENT**  
5348 HIGHWAY 49 EAST  
MOUNT PLEASANT, TX 75455



88-1532/1119

2274

11-20 2024

BLUE CLASSIC

PAY TO THE ORDER OF Titus County

\$5.00

Five Dollars

DOLLARS



Bank of America  
Direct Payment  
Order to Bank

**GUARANTY BANK & TRUST**  
WWW.GNTY.COM

FOR RADIS LEASE

Ray A. Stahl

MP

⑆111915327⑆ ⑆1491717⑆ 02274

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

---

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

WHEREAS, the County desires to enhance fire protection services within its jurisdiction by providing Motorola XPR 3500E radios and related 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 to be leased under this Agreement will consist of the following items for each radio set:

- 1) One (1) Motorola XPR 3500E handheld radio
- 2) One (1) Battery
- 3) One (1) Antenna
- 4) One (1) Charger
- 5) One (1) Power Supply
- 6) One (1) Belt Clip
- 7) Zero (0) External microphone

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

---

b. **Routine Maintenance:** "Routine Maintenance" refers to regular, scheduled maintenance performed to ensure the Equipment remains in proper working order. This includes, but is not limited to:

(1) **Inspection:** Visual inspection of the radio and accessories for any damage or malfunction.

(2) **Cleaning:** Regular cleaning of the radio to maintain hygiene and prevent deterioration.

(3) **Software/Firmware Updates:** Ensure the radios have the latest firmware and software updates installed.

### **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 as described in Section 2. The County Emergency Management Coordinator will determine how many Equipment sets will be provided to the VFD.

b. **County Inventory:** The Titus County Emergency Management Coordinator is responsible for maintaining an inventory of Equipment issued to the VFD.

### **5. Responsibilities of the VFD**

a. **Purchase of External Microphone:** VFD may, at their discretion, purchase an external microphone to use with Equipment. If purchased, microphone will remain the property of VFD.

b. **Maintenance:** The VFD shall perform routine maintenance on the Equipment as outlined in Section 2(b) and maintain records of all maintenance activities. The VFD will promptly report any significant malfunctions or issues with the Equipment to the County.

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.



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

---

e. **Use Fee:** The VFD shall pay the County a fee of one dollar (\$1.00) per year for each set of Equipment leased under this Agreement.

**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 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.

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

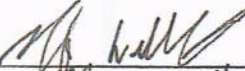
---

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: Nov 25, 2014

**[NAME OF VOLUNTEER FIRE DEPARTMENT]**

By:   
Name: Marc Williams  
Title: Chief ~~of~~ Cookville Volunteer Fire Department  
Date: 6-20-24

# Titus County Radio Check Out:

Motorola XPR3500E, Charger, Mic

Department: Cookville

Inventory No:

Serial No:

1. 030

867TATC380 VHF

2. 031

867TATC437 VHF

3. 032

867TATC570 VHF

4. 033

867TATC367 VHF

5. 034

867TATC358 VHF

013

867TAT9800 UHF

Fire Chief Signature: 

Date: 11-19-24

COOKVILLE VOLUNTEER FIRE DEPT.  
PO BOX 97  
COOKVILLE, TX 75558

88-320/1119 4512

PAY TO THE ORDER OF TITUS County DATE 11/19/2024  
SIX AND NO/100 \$ 6<sup>00</sup>



AMERICAN NATIONAL BANK  
OF ALL PLEASANT MEMBER F.D.I.C.  
301 S MADISON AVE  
MT. PLEASANT, TX 75455  
(903) 572-1776

Security features included. Details on back.

MEMO S VHF Petrols - RADIO'S  
& VHF Petrols Radio

*[Signature]*  
*[Signature]*

⑆004512⑆ ⑆111908208⑆ ⑆0000014877⑆

MP

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

---

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

WHEREAS, the County desires to enhance fire protection services within its jurisdiction by providing Motorola XPR 3500E radios and related 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 to be leased under this Agreement will consist of the following items for each radio set:

- 1) One (1) Motorola XPR 3500E handheld radio
- 2) One (1) Battery
- 3) One (1) Antenna
- 4) One (1) Charger
- 5) One (1) Power Supply
- 6) One (1) Belt Clip
- 7) Zero (0) External microphone

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

---

**b. Routine Maintenance:** "Routine Maintenance" refers to regular, scheduled maintenance performed to ensure the Equipment remains in proper working order. This includes, but is not limited to:

(1) **Inspection:** Visual inspection of the radio and accessories for any damage or malfunction.

(2) **Cleaning:** Regular cleaning of the radio to maintain hygiene and prevent deterioration.

(3) **Software/Firmware Updates:** Ensure the radios have the latest firmware and software updates installed.

### **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 as described in Section 2. The County Emergency Management Coordinator will determine how many Equipment sets will be provided to the VFD.

b. **County Inventory:** The Titus County Emergency Management Coordinator is responsible for maintaining an inventory of Equipment issued to the VFD.

### **5. Responsibilities of the VFD**

a. **Purchase of External Microphone:** VFD may, at their discretion, purchase an external microphone to use with Equipment. If purchased, microphone will remain the property of VFD.

b. **Maintenance:** The VFD shall perform routine maintenance on the Equipment as outlined in Section 2(b) and maintain records of all maintenance activities. The VFD will promptly report any significant malfunctions or issues with the Equipment to the County.

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.

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

---

e. **Use Fee:** The VFD shall pay the County a fee of one dollar (\$1.00) per year for each set of Equipment leased under this Agreement.

**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 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.

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


---

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: Nov 25, 2024

**[NAME OF VOLUNTEER FIRE DEPARTMENT]**

By:   
Name: Marc Libras  
Title: Chief Asst Frost Volunteer Fire Department  
Date: 11-20-24



Titus County Radio Check Out:

Motorola XPR3500E, Charger, Mic

Department: Five star

Inventory No:

Serial No:

1. 006

867TATD191

2. 007

867TATD511

3. 008

867TATD494

4. 009

867TATD031

5. 010

867TATD505

<sup>ASSL</sup>  
Fire Chief Signature: 

Date: 11-19-24

FIVE STAR VOL FIRE DEPT INNC 08  
PO BOX 2145  
MT PLEASANT, TX 75456

1374  
88-2403/3119

PAY TO THE ORDER OF

Titus County

DATE 11/19/24

Five and 5/100ths

\$ 5.05

DOLLARS



**Cypress Bank, SSB**  
P.O. Box 6109 Pritchett, TX 75560  
Commerce • (800) 696-3475  
Lone Star • (800) 696-3475  
Mt. Pleasant • (800) 572-9956

Walter P. West

FOR Radio Leases

⑆001374⑆ ⑆311974032⑆

80372428⑆

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

---

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

WHEREAS, the County desires to enhance fire protection services within its jurisdiction by providing Motorola XPR 3500E radios and related 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 to be leased under this Agreement will consist of the following items for each radio set:

- 1) One (1) Motorola XPR 3500E handheld radio
- 2) One (1) Battery
- 3) One (1) Antenna
- 4) One (1) Charger
- 5) One (1) Power Supply
- 6) One (1) Belt Clip
- 7) Zero (0) External microphone

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

---

b. **Routine Maintenance:** "Routine Maintenance" refers to regular, scheduled maintenance performed to ensure the Equipment remains in proper working order. This includes, but is not limited to:

(1) **Inspection:** Visual inspection of the radio and accessories for any damage or malfunction.

(2) **Cleaning:** Regular cleaning of the radio to maintain hygiene and prevent deterioration.

(3) **Software/Firmware Updates:** Ensure the radios have the latest firmware and software updates installed.

### **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 as described in Section 2. The County Emergency Management Coordinator will determine how many Equipment sets will be provided to the VFD.

b. **County Inventory:** The Titus County Emergency Management Coordinator is responsible for maintaining an inventory of Equipment issued to the VFD.

### **5. Responsibilities of the VFD**

a. **Purchase of External Microphone:** VFD may, at their discretion, purchase an external microphone to use with Equipment. If purchased, microphone will remain the property of VFD.

b. **Maintenance:** The VFD shall perform routine maintenance on the Equipment as outlined in Section 2(b) and maintain records of all maintenance activities. The VFD will promptly report any significant malfunctions or issues with the Equipment to the County.

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.

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

---

e. **Use Fee:** The VFD shall pay the County a fee of one dollar (\$1.00) per year for each set of Equipment leased under this Agreement.

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

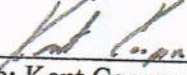
d. **Severability:** If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.

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

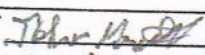
---

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: Nov 25, 2024

**[NAME OF VOLUNTEER FIRE DEPARTMENT]**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Chief  Volunteer Fire Department  
Date: 11-22-24

Titus County Radio Check Out:

Motorola XPR3500E, Charger, Mic

Department: Sugar Hill

Inventory No:

Serial No:

1. 022

867 TATC 463

2. 023

867 TAT 469

3. 024

867 TATC 491

4. \_\_\_\_\_

\_\_\_\_\_

5. \_\_\_\_\_

\_\_\_\_\_

Fire Chief Signature: Steve Barber

Date: 11-22-24

