

## INTERLOCAL AGREEMENT

This Interlocal Agreement ("Agreement") is made and entered into this 5 day of March, 2024, 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 Delta County Fire Department (hereinafter called Delta County), each acting by and through its duly authorized officials:

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

WHEREAS, Sulphur Springs, Hopkins County, Delta County and wish to enter into this Agreement to set forth the terms and conditions upon which Sulphur Springs, Hopkins County and Delta County, may purchase 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 Delta County, through the anticipated savings to be realized and is of mutual concern to the contracting parties;

WHEREAS, Sulphur Springs, Hopkins County and Delta County 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 Delta County, agree as follows:

1. Sulphur Springs, Hopkins County and Delta County, 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.

City of Sulphur Springs

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Marc Maxwell  
City Manager

**STATE OF TEXAS** §

**COUNTY OF Hopkins** §

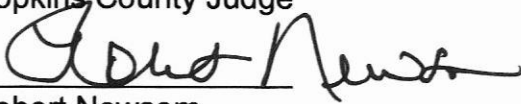
This instrument was acknowledged before me on the \_\_ day of \_\_\_\_\_, 2021, by George Purefoy, City Manager of the **CITY OF SULPHUR SPRINGS, TEXAS**, a home-rule municipal corporation, on behalf of such corporation.

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Notary Public in and for the  
State of Texas

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Hopkins County Judge

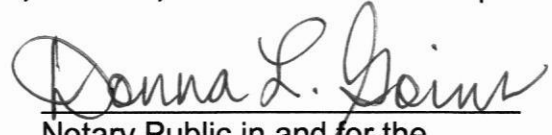
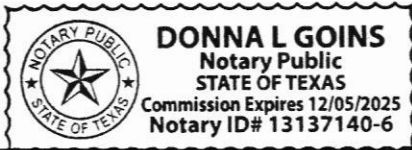


Robert Newsom  
County Judge

STATE OF TEXAS §

COUNTY OF Hopkins §

This instrument was acknowledged before me on the 11<sup>th</sup> day of March, 2024, by Judge Newsom of the **SULPHUR SPRINGS, TEXAS**, a home-rule municipal corporation, on behalf of such corporation.



Notary Public in and for the  
State of Texas

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Notary ID# 15137140-8  
Commission Expires 12/02/05  
STATE OF TEXAS  
Notary Public  
DONNA J. COINS



Delta County Judge

\_\_\_\_\_  
County Judge

**STATE OF TEXAS**                    §

**COUNTY OF DELTA**                §

This instrument was acknowledged before me on the \_\_ day of \_\_\_\_\_, 2021, by \_\_\_\_\_ of the **Delta County, TEXAS**, a County Governmental entity corporation, on behalf of such corporation.

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Notary Public in and for the  
State of Texas

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