

**INTERLOCAL AGREEMENT FOR COMMUNICATIONS  
AND EQUIPMENT BETWEEN  
HILL COUNTY EMERGENCY SERVICES DISTRICT #1  
AND HILL COUNTY EMERGENCY SERVICES DISTRICT #2**

This Interlocal Agreement for the purchase and maintenance of Radio Communications Equipment (“**Agreement**”) is entered into between **Hill County Emergency Services District No. 2**, a political subdivision of the State of Texas (“**HCESD 2**”), and **Hill County Emergency Services District No. 1**, a political subdivision of the State of Texas (**HCESD1**) (together, the “Parties”).

**PARTIES AND AUTHORITY**

HCESD2 is an emergency services district, organized and operating under Chapter 775 of the Texas Health & Safety Code.

HCESD1 is an emergency services district, organized and operating under Chapter 775 of the Texas Health & Safety Code.

Both HCESD1 and HCESD2 propose to enter into an Agreement pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code for the purposes of sharing the costs of purchasing and maintaining certain communications equipment.

**RECITALS**

WHEREAS, HCESD1 and HCESD2 have both determined that it is necessary and desirable to purchase certain additional communications equipment for the mutual use and benefit of both entities; and

WHEREAS, HCESD1 and HCESD2 will be better able to communicate and cooperate with each other if additional communications equipment is available for the mutual use and benefit of both entities; and

WHEREAS, HCESD1 and HCESD2 have agreed to undertake ownership and maintenance of such additional communications equipment (the “Equipment,” hereinafter defined), as contemplated and set forth in this Agreement;

NOW THEREFORE, the parties hereto, in consideration of the promises and mutual obligations herein undertaken, do agree as follows:

**AGREEMENT**

**ARTICLE 1.**  
**DEFINITIONS**

**Section 1.01** In addition to the defined terms set forth above, the following terms, when used in this Agreement, will have the meaning set forth below:

(A) **“EQUIPMENT”** means the radio communications equipment described on **Exhibit “A”** attached hereto and incorporated for all purposes.

(B) **"BOARD”** means the Board of Emergency Services Commissioners of an emergency services district.

**ARTICLE II.**  
**OWNERSHIP**

**Section 2.01** HCESD1 and HCESD2 shall share in the purchase cost, maintenance and ownership of all Equipment purchased under this agreement. All purchases within this Agreement shall be approved and budgeted by the HCESDD 1 and the HCESD 2 Board.

**ARTICLE III.**  
**FINANCIAL OBLIGATIONS**

**Section 3.01** Costs of the Equipment will be allocated equally to HCESD1 and HCESD2.

**Section 3.02** The party controlling, or in possession of, the Equipment will be responsible for ensuring that the Equipment is maintained in accordance with manufacturer recommendations. HCESD1 and HCESD 2 will share equally the costs of all such maintenance.

**ARTICLE IV.**  
**EQUIPMENT PURCHASE**

**Section 4.01** Purchase of the Equipment. The parties contemplate jointly purchasing the Equipment in the future. The parties will jointly determine and agree upon the specifications of the Equipment, the maximum price to be paid for the Equipment, and which of the parties will be responsible for the purchasing process. The party responsible for the actual purchase of the Equipment will comply with all bidding requirements and jointly agree on the specifications for the Equipment. The parties must mutually agree upon the sufficiency and responsiveness of the final bid and the purchase price before an agreement to purchase the Equipment or a purchase order is executed. Upon delivery of the Equipment, each party will be solely responsible for its agreed upon share of the purchase price.

**ARTICLE V.**  
**TERM; DEFAULT; REMEDIES**

**Section 5.01** Term. This Agreement shall be effective upon execution by the authorized representatives of HCESD1 and HCESD2 and shall continue in effect for a period of twenty (20) years from the date of completion, unless earlier terminated in accordance with the provisions hereof.

**Section 5.02 Default.**

(a) In the event HCESD 2 defaults on the payment of any amount due HCESD 1 under this Agreement, HCESD 1 shall furnish HCESD 2 written notice of the default and a fifteen (15) day opportunity to cure the default. In the event HCESD 2 defaults in any other of its obligations under this agreement, HCESD 1 shall furnish written notice and provide a thirty (30) day opportunity to cure the default.

(b) In the event HCESD 1 defaults on the payment of any amount due HCESD 2 under this Agreement, HCESD 2 shall furnish HCESD 1 written notice of the default and a fifteen (15) day opportunity to cure the default. In the event HCESD 1 defaults in any other of its obligations under this Agreement, HCESD 2 shall furnish written notice and provide a thirty (30) day opportunity to cure the default.

**Section 5.03 Default Defined** Any of the following will constitute a default by a party under this Agreement: (a) failure of a party to pay any sum required to be paid by that party as and when required under this Agreement, which failure continues after the required notice and opportunity to cure, or (b) failure of a party to perform any of its other covenants or obligations hereunder, which failure continues after the required notice and opportunity to cure.

**Section 5.04 Remedies.** In the event of default on any payment obligation hereunder, the non-defaulting party shall be entitled to receive interest at a rate of \_\_\_% per annum on the amount that is in default from the date the payment was originally due until the date paid and shall be entitled to seek all relief available at law and in equity. In the event of default of any obligation hereunder, the non-defaulting party shall be entitled to seek all relief available at law or in equity.

**Section 5.05 Attorney's Fees.** If any party brings suit for the breach of any covenant, condition or agreement contained herein, then, in addition to any other remedies to which a party may otherwise be entitled, the prevailing party will be entitled to recover all reasonable attorney's fees and expenses incurred in connection with that suit.

**ARTICLE VI.**  
**FORCE MAJEURE**

If any party is rendered unable, in whole or in part, by Force Majeure to perform its obligations under this Agreement, then the obligations of such party, to the extent affected by such Force Majeure and to the extent that due diligence if being used to resume performance at the earliest practical time, will be suspended during the continuance of the Force Majeure relied upon, the party whose contractual obligations are affected must give written notice of the obligation that is affected and the event of Force Majeure to the other parties. Such cause, as far as possible, must be remedied with all reasonable due diligence; however, the settlement of strikes and lockouts will be entirely within the discretion of the party having the difficulty, and the requirements that any Force Majeure be remedied with all reasonable dispatch will not require that the settlement be unfavorable, in the judgment of the party having the difficulty.

**ARTICLE VII.**  
**INDEMNITY**

To the extent allowed by law, each party agrees to indemnify and hold the other party harmless from any claims, costs, or actions for liens, personal injury, damages, or death arising out of the activities contemplated by this Agreement occurring after the date hereof. Regardless of which party holds possession, liability and property insurance shall be the responsibility of HCESD1.

**ARTICLE VIII.**  
**MISCELLANEOUS PROVISIONS**

**Section 8.01 Entire Agreement.** This Agreement is the entire agreement of the parties and supersedes any prior negotiations, agreements, representations, and understandings, oral or written, if any, between the parties. All parties have participated in the negotiation and drafting of this Agreement; therefore, in the event of any ambiguity, the provisions of this Agreement will not be construed for or against any party.

**Section 8.02 Parties Bound.** This Agreement will be binding upon and inure to the benefit of the heirs, personal representatives, successors, and assigns of the parties.

**Section 8.03 Notices.** Unless changed by written notice, all notices to the parties may be given by certified mail, postage prepaid and return receipt requested; via facsimile, with confirmed receipt; or by hand delivery, with confirmed receipt, to the address of the each of the parties shown below:

**HCESD 2:**  
Attn: Secretary  
P O Box 392  
Hillsboro, Texas 76645  
esd2@co.hill.tx.us:

**HCESD 1:**  
Attn: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Phone: \_\_\_\_\_  
Fax: \_\_\_\_\_

**With a Copy to:**  
c/o John Carlton  
The Carlton Law Firm, P.L.L.C.  
2705 Bee Cave Road, Suite 110  
Austin, Texas 78746  
(512) 614-0901 – Telephone  
(512) 900-2855 – Facsimile  
[john@carltonlawaustin.com](mailto:john@carltonlawaustin.com)

**Section 8.04 Other Instruments.** The parties agree to execute and deliver such other instruments and documents as are or may become necessary or convenient to effectuate and carry out the purposes of this Agreement.

**Section 8.05 Severability.** If any provision of this Agreement is illegal, invalid, or unenforceable under present or future laws, it is the intention of the parties that the remainder of this Agreement not be affected thereby, and it is also the intention of the parties that, in lieu of each provision of this Agreement that is illegal, invalid, or unenforceable, there be added as a part of this Agreement a provision as similar in terms to the illegal, invalid, or unenforceable provision as is possible, and as is legal, valid, and enforceable.

**Section 8.06 Applicable Law.** This Agreement will be construed under the laws of the State of Texas and all obligations of the parties hereunder are performable in Travis County, Texas. Venue for any action arising under this Agreement will be in Travis County, Texas.

**Section 8.07 Third Party Beneficiaries.** Except as otherwise expressly provided, nothing in this Agreement, express or implied, is intended to confer upon any person, other than the parties hereto and their heirs, personal representatives, successors, and assigns, any benefits, rights, or remedies under or by reason of this Agreement.

**Section 8.08 Exhibits.** All recitals and all schedules and exhibits referred to in this Agreement are incorporated herein by reference and will be deemed part of this Agreement for all purposes as if set forth at length herein.

**Section 8.09 No Joint Venture, Partnership, Agency, etc.** This Agreement will not be construed as in any way establishing a partnership or joint venture, express or implied agency, or employer-employee relationship between the parties.

**Section 8.10 No Waiver.** No consent or waiver, expressed or implied, to or of any default of any covenant or provision hereof by any Party hereunder will be construed as a consent or waiver to or any other default of the same or any other covenant or provision.

**Section 8.11 Assignment.** A Party's rights and obligations under this Agreement may not be assigned or transferred without the consent of the other parties to this Agreement, which will not be unreasonably withheld or delayed.

**Section 8.12 Amendment.** This Agreement may only be amended by written agreement approved by all the parties.

**Section 8.13 Counterparts.** This Agreement may be executed simultaneously in two or more counterparts, each of which will be deemed an original, but all of which will constitute one and the same instrument. Signature by facsimile will be deemed to have the same effect as an original.

**Section 8.14 Authority.** Each party represents and warrants that it has the full right, power, and authority to execute this Agreement and all related documents. Each person executing this instrument on behalf of a party represents that he or she is an authorized representative of and has the authority to sign this document on behalf the respective party.

**Section 8.15 Effective Date.** This Agreement will be effective upon the date of due execution by the last party to sign this Agreement, as indicated below.

**HILL COUNTY EMERGENCY SERVICES  
DISTRICT 1**

By: \_\_\_\_\_  
Title: \_\_\_\_\_

DATE: \_\_\_\_\_

**HILL COUNTY EMERGENCY SERVICES  
DISTRICT 2**

By: \_\_\_\_\_  
Title: \_\_\_\_\_

DATE: \_\_\_\_\_

**EXHIBIT "A"**

**Equipment**