

**EXHIBIT**

**“A”**

**INTERLOCAL AGREEMENT  
FOR PURCHASE OF A FIREFIGHTING APPARATUS  
BY AND BETWEEN  
TRAVIS COUNTY EMERGENCY SERVICES DISTRICT NO. 3  
AND  
THE CITY OF ROUND ROCK**

This Interlocal Agreement (hereinafter referred to as the “Agreement”) is entered by and between the undersigned local governments of the State of Texas, namely Travis County Emergency Services District No. 3 (Oak Hill Fire Department) (hereinafter “Travis County ESD No. 3”) and the City of Round Rock, Texas (hereinafter referred to as “City of Round Rock”), acting by and through their respective signatories pursuant to and under the authority the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code.

WHEREAS, the City of Round Rock has identified a need for an aerial firefighting apparatus; and

WHEREAS, Travis County ESD No. 3 is in the owner of a 2006 Pierce “quint” aerial firefighting apparatus (hereinafter “firefighting apparatus”); and

WHEREAS, the City of Round Rock desires to purchase the firefighting apparatus from Travis County ESD No. 3; and

WHEREAS, Travis County ESD No. 3 desires to sell said firefighting apparatus to City of Round Rock; and

WHEREAS, Section 791.025 of the Texas Government Code allows a local government to enter into an agreement with another local government to purchase goods and services; and

WHEREAS, a local government that purchases goods and services under Section 791.025 of the Texas Government Code satisfies the requirement of the local government to seek competitive bids for the purchase of goods and services;

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

**SECTION 1. OBLIGATIONS OF CITY OF ROUND ROCK**

1.1 The City of Round Rock shall purchase from Travis County ESD No. 3 the firefighting apparatus for a total cost of **Two Hundred Seventy Thousand and No/100 Dollars (\$270,000.00)**.

1.2. Upon execution of this Agreement, the City of Round Rock shall pay to Travis County ESD. No. 3 a deposit equal to ten percent (10%) of the total cost of the firefighting apparatus in the amount of **Twenty-Seven Thousand and No/100 Dollars (\$27,000.00)**. Said deposit shall be included in the total purchase price of **\$270,000.00**.

## **SECTION 2. OBLIGATIONS OF TRAVIS COUNTY ESD NO. 3**

Upon payment in full for the cost of the firefighting apparatus, Travis County ESD No. 3 shall immediately transfer title and relinquish possession of the firefighting apparatus to the City of Round Rock.

## **SECTION 3. TERM**

The term of this Agreement shall commence on the date on which all Parties have executed this Agreement (hereinafter the “effective date”) and shall continue until title of the aerial firefighting apparatus is successfully transferred to the City of Round Rock, or until this Agreement is terminated as set forth herein.

## **SECTION 4. LIABILITY**

TO THE EXTENT ALLOWED BY TEXAS LAW, THE TRAVIS COUNTY ESD NO. 3 AND THE CITY OF ROUND ROCK AGREE THAT EACH IS RESPONSIBLE FOR ITS OWN PROPORTIONATE SHARE OF ANY LIABILITY FOR ITS NEGLIGENCE ACTS OR OMISSIONS FOR CLAIMS, SUITS, CAUSES OF ACTION, DEMANDS, PROCEEDINGS, COSTS, DAMAGES, AND LIABILITIES, INCLUDING CLAIMS FOR PROPERTY DAMAGE, PERSONAL INJURY AND DEATH, ARISING OUT OF OR CONNECTED TO THIS AGREEMENT. BY ENTERING INTO THIS AGREEMENT, NEITHER PARTY WAIVES, OR SHALL BE DEEMED TO WAIVE, ANY RIGHT, IMMUNITY, OR DEFENSE THAT PARTY MAY HAVE.

## **SECTION 5. TERMINATION AND REMEDIES**

This Agreement may be terminated at any time by mutual agreement between the Parties. In the event of a material breach by a Party, the non-breaching Party may terminate this Agreement by providing ten (10) day advanced notice to the breaching Party. Termination under this Section is in addition to all legal and equitable remedies allowed by law to enforce the terms of this Agreement.

## **SECTION 6. MISCELLANEOUS PROVISIONS**

6.1 Notices. Any notice required or permitted to be delivered hereunder shall be in writing and may be affected by personal delivery in writing, by registered or certified mail return receipt requested, or receipt of electronic mail addressed to the respective Party at the address set forth as follows:

6.1.1 The City of Round Rock:

City Manager, City of Round Rock  
221 East Main Street  
Round Rock, TX 78664

With copies to:

Stephan L. Sheets, City Attorney  
309 East Main Street  
Round Rock, X 78664

Assistant Chief Shane Glaiser  
Round Rock City Manager  
City of Round Rock  
Phone: (512) 677-1106  
Sglaiser@roundrocktexas.gov

6.1.2 Travis County ESD No. 3:

Travis County ESD No. 3  
Attn: Jeffrey J. Wittig  
Fire Chief, Oak Hill Fire Department  
4111 Barton Creek  
Austin, Texas 78735  
Phone: (512) 288-5534

With copy to:

Ken Campbell  
BURNS ANDERSON JURY & BRENNER, L.L.P.  
P. O. Box 26300  
Austin, Texas 78755-6300  
Phone: (512) 338-5322

6.2 Amendment. This Agreement may be amended by the mutual written agreement of the Parties.

6.3 Severability. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had

never been contained in this Agreement.

- 6.4 Governing Law. The validity of this Agreement and any of its terms and provisions, as well as the rights and duties of the Parties, shall be governed by the laws of the State of Texas. Venue for any action concerning this Agreement shall lie in Williamson County, Texas.
- 6.5 Entire Agreement. This Agreement represents the entire agreement between the Parties with respect to the subject matter covered by this Agreement. There is no other collateral, oral or written agreement between the Parties that in any manner relates to the subject matter of this Agreement.
- 6.6 Recitals. The recitals to this Agreement are incorporated herein.
- 6.7 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original constituting one and the same instrument.
- 6.8 No Assignment. The Parties may not assign or transfer their rights under this Agreement.
- 6.9 Compliance with Law. Each Party is responsible for complying with any additional or varying laws and regulations regarding purchases.
- 6.10 No Waiver of Rights. Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or equity to a Party, including the defense of sovereign immunity, nor to create any legal rights or claims on behalf of a person not a party to this Agreement.
- 6.11 As Is, Where Is. As a material part of the Consideration for this sale, Seller and Buyer agree, and it is agreed and understood between Seller and Buyer, that Buyer is taking the Property “AS IS,” “WHERE IS,” and “WITH ALL FAULTS,” and that there are no representations, disclosures, or express or implied warranties. Buyer has not relied on any information from Seller or otherwise in this Sale, other than Buyer’s inspection of the Property. It is understood, agreed, and deemed by the parties hereto that Seller has made no representations or warranties, express or implied, as to the merchantability, fitness, design, condition, use, operation, or quality of material or workmanship of the Property transferred by this Bill of Sale. SELLER HEREBY DISCLAIMS ANY AND ALL WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, NOT CONTAINED SPECIFICALLY HEREIN AS TO THE PROPERTY, ITS MERCHANTABILITY, FITNESS, TITLE, DESIGN, CONDITION, USE, OPERATION, OR QUALITY OF MATERIAL, MAINTENANCE, OR WORKMANSHIP AND BUYER HEREBY ACKNOWLEDGES SAID DISCLAIMER. Buyer hereby states, represents, and agrees that it has had all opportunities to inspect, test, sample, or otherwise familiarize itself with the Property, its components, and its condition, and Buyer accepts the Property “AS IS,” “WHERE IS,” and “WITH ALL

FAULTS,” with no warranties or representations made by Seller. ANY DESCRIPTION OF THE PROPERTY HEREIN IS FOR THE SOLE PURPOSE OF IDENTIFYING THE GOODS SUBJECT TO THIS AGREEMENT, AND NO DESCRIPTION HAS BEEN MADE A BASIS OF THE BARGAIN OR HAS CREATED AN EXPRESS OR IMPLIED WARRANTY THAT THE PROPERTY WOULD CONFORM TO ANY DESCRIPTION MADE BY SELLER.

In witness whereof, the Parties have caused duly authorized representatives to execute this Agreement on the dates set forth below.

**TRAVIS COUNTY EMERGENCY SERVICES  
DISTRICT NO. 3**

By: \_\_\_\_\_  
Edd New, President

Date: \_\_\_\_\_

Attest:

\_\_\_\_\_  
Carroll Knight, Secretary-Treasurer

Approved as to Form:

\_\_\_\_\_  
Ken Campbell, Attorney

CITY OF ROUND ROCK

By: \_\_\_\_\_  
Craig Morgan, Mayor

Attest:

\_\_\_\_\_  
Sara White, City Clerk

Approved as to Form:

\_\_\_\_\_  
Stephan L. Sheets, City Attorney

BILL OF SALE

DATE: JANUARY \_\_, 2021

SELLER: TRAVIS COUNTY EMERGENCY SERVICES DISTRICT NO. 3  
4111 BARTON CREEK BOULEVARD  
AUSTIN, TEXAS 78735  
TRAVIS COUNTY

BUYER: CITY OF ROUND ROCK, TEXAS  
221 EAST MAIN STREET  
ROUND ROCK, TEXAS 78664  
WILLIAMSON COUNTY

CONSIDERATION: TWO HUNDRED SEVENTY THOUSAND AND 00/100  
DOLLARS (\$270,000.00)

PROPERTY: ONE PIERCE "QUINT" AERIAL FIREFIGHTING APPARATUS,  
VEHICLE IDENTIFICATION NUMBER 4P1CU01H96A005911 AND  
ANY FIXTURES OR EQUIPMENT ATTACHED THERETO AT THE  
TIME OF SALE.

RESERVATIONS FROM TRANSFER: NONE

EXCEPTIONS TO TRANSFER AND WARRANTY: As a material part of the  
Consideration for this sale, Seller and Buyer agree, and it is agreed and understood  
between Seller and Buyer, that Buyer is taking the Property "AS IS," "WHERE IS," and  
"WITH ALL FAULTS," and that there are no representations, disclosures, or express or  
implied warranties. Buyer has not relied on any information from Seller or otherwise in  
this Sale, other than Buyer's inspection of the Property. It is understood, agreed, and  
deemed by the parties hereto that Seller has made no representations or warranties,  
express or implied, as to the merchantability, fitness, design, condition, use, operation, or  
quality of material or workmanship of the Property transferred by this Bill of Sale.  
SELLER HEREBY DISCLAIMS ANY AND ALL WARRANTIES OR  
REPRESENTATIONS, EXPRESS OR IMPLIED, NOT CONTAINED SPECIFICALLY  
HEREIN AS TO THE PROPERTY, ITS MERCHANTABILITY, FITNESS, TITLE,  
DESIGN, CONDITION, USE, OPERATION, OR QUALITY OF MATERIAL,  
MAINTENANCE, OR WORKMANSHIP AND BUYER HEREBY ACKNOWLEDGES  
SAID DISCLAIMER. By entering into this Agreement and Bill of Sale, neither party  
waives, nor shall be deemed to waive, any rights, immunities, or defenses either may  
have at law or in equity.

Buyer hereby states, represents, and agrees that it has had all opportunities to inspect,  
test, sample, or otherwise familiarize itself with the Property, its components, and its  
condition, and Buyer accepts the Property "AS IS," "WHERE IS," and "WITH ALL  
FAULTS," with no warranties or representations made by Seller. ANY DESCRIPTION

OF THE PROPERTY HEREIN IS FOR THE SOLE PURPOSE OF IDENTIFYING THE GOODS SUBJECT TO THIS AGREEMENT, AND NO DESCRIPTION HAS BEEN MADE A BASIS OF THE BARGAIN OR HAS CREATED AN EXPRESS OR IMPLIED WARRANTY THAT THE PROPERTY WOULD CONFORM TO ANY DESCRIPTION MADE BY SELLER.

TO THE FULLEST EXTENT OF THE LAW, FOR THE SAME CONSIDERATION DESCRIBED ABOVE AND THE MUTUAL COVENANTS AND AGREEMENTS CONTAINED HEREIN, THE BUYER AGREES TO INDEMNIFY AND HOLD HARMLESS SELLER FROM ANY AND ALL LOSSES, CLAIMS, DEMANDS, OR CAUSES OF ACTION, SPECIFICALLY INCLUDING NEGLIGENCE, OF ANY NATURE WHATSOEVER, WHETHER SOUNDING IN NEGLIGENCE, TORT, CONTRACT, QUASI-CONTRACT, OR STATUTORY CAUSES OF ACTION OR ANY AND ALL OTHER REMEDIES OR CAUSES OF ACTION FOR PROPERTY DAMAGE, PERSONAL INJURY OR DEATH ARISING OUT OF ANY DEFECT, CONDITION, MAINTENANCE, USE, OR OPERATION OF THE PROPERTY BY THE BUYER. SAID INDEMNIFICATION OF SELLER BY BUYER INCLUDES, BUT IS NOT LIMITED TO, ALL ATTORNEYS' FEES, COSTS, AND EXPENSES INCURRED BY SELLER IN DEFENSE OF ANY ACTION BROUGHT BY ANY PERSON RELATING TO THE PROPERTY, ITS DEFECT, CONDITION, MAINTENANCE, USE, OR OPERATION BY THE BUYER.

Seller, for the Consideration and subject to the Reservations from Transfer and the Exceptions to Transfer and Warranty, sells, transfers, and delivers the Property to Buyer, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Buyer and Buyer's heirs, successors, and assigns forever.

The parties hereto represent that the individuals executing this Bill of Sale have the full authority from their respective entities to sign and execute this Bill of Sale and obligate the parties to the terms and conditions set forth herein.

This Bill of Sale contains the entire agreement of the parties and may not be amended, modified, or revoked without the consent in writing of the parties.

If any provision of this Bill of Sale shall be declared contrary to law, it is agreed that such provision shall be disregarded and this Bill of Sale shall continue in full force and effect as though such provision had not been incorporated herein.

When the context requires, singular nouns and pronouns include the plural.

(Remainder of page intentionally left blank)

SELLER:

TRAVIS COUNTY EMERGENCY  
SERVICES DISTRICT NO. 3

By: \_\_\_\_\_  
Edd New, President

ATTEST:

\_\_\_\_\_  
Carroll Knight, Secretary-Treasurer

BUYER:

CITY OF ROUND ROCK, TEXAS

By: \_\_\_\_\_  
Craig Morgan, Mayor

\_\_\_\_\_  
Sara White, City Clerk