

## **INTERLOCAL AGREEMENT FOR COUNTYWIDE HAZARDOUS MATERIALS (HAZMAT) RESPONSE**

THIS INTERLOCAL AGREEMENT FOR COUNTYWIDE HAZARDOUS MATERIALS (HAZMAT) RESPONSE (“Agreement”) is entered into by and between the Williamson County, Texas (“County”), a political subdivision of the State of Texas, the CITY OF CEDAR PARK, TEXAS; the CITY OF GEORGETOWN, TEXAS; the CITY OF LEANDER, TEXAS; the CITY OF ROUND ROCK, TEXAS; and the CITY OF TAYLOR, TEXAS on behalf of the fire departments (“Cities”), each a home-rule municipal corporation, and the Emergency Service District/s; EMERGENCY SERVICE DISTRICT NO. 3 (“ESD”) located within the County’s jurisdiction, hereinafter referred to collectively as the "Parties" or singularly as a “Party,” whether or not capitalized. This Agreement is established to coordinate the response to hazardous materials (HazMat) incidents, define responsibilities, and enhance countywide emergency preparedness and response.

### **RECITALS**

WHEREAS, the Cities and ESDs currently provide hazardous materials (HazMat) response services within their respective jurisdictions;

WHEREAS, the County owns and maintains HazMat equipment that is utilized by the Cities and ESDs and supports HazMat response operations;

WHEREAS, the Parties recognize the need for a coordinated and efficient countywide approach to HazMat materials response to ensure public safety and resource optimization;

WHEREAS, the Parties desire to enter into this Agreement to establish a framework for the shared use, maintenance, and management of HazMat resources, enhance interagency coordination, and improve response capabilities countywide;

WHEREAS, the authority for entering into this Agreement is found in the Interlocal Cooperation Act, Texas Government Code Chapter 791; and

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

### **TERMS**

#### **Article I – Purpose**

The purpose of this Agreement is to establish a cooperative framework among the County, Cities, and ESDs for the efficient allocation, maintenance, management of HazMat resources, and ensuring compliance with local, state, and federal regulations. This Agreement seeks to enhance countywide preparedness and response by defining roles and responsibilities, fostering interagency coordination, standardizing training and operational procedures, and securing funding for necessary resources. By promoting a unified strategy, the Parties aim to improve tactical response capabilities, minimize duplication of efforts, and ensure public safety during hazardous materials incidents.

#### **Article II – Responsibilities of the County**

The County shall be responsible for:

- A. **Operational Support Role in HazMat Response:** Assisting the Cities and ESDs in their HazMat response efforts by providing subject matter expertise, research, and other responsive support as needed. Upon activation of a Party HazMat response, the County may, but is not required to, respond by providing coordination and support of the County's HazMat team, deployment of additional resources to respond to HazMat incidents within the requested area, ensuring a prompt and efficient mitigation strategy, and ensuring adherence to approved countywide standard operating procedures (SOPs), local, state and federal laws.
- B. **Equipment Provision and Maintenance:** Supplying and insuring HazMat response equipment and conducting primary maintenance, including oil changes, repairs, necessary replacements, and upgrades as required. The County shall promptly respond to any mechanical issues and requests for further maintenance as recommended by the Preventative Maintenance Checks which are conducted by equipment operators on each shift.
- C. **Records Management:** Maintaining all documents related to training, equipment maintenance, testing, and inspections, ensuring compliance with state and federal reporting requirements. The County shall provide maintenance logs to be utilized by the Parties.
- D. **Grant Management:** Applying for and managing grant funding for equipment procurement, training, and operational needs, including identifying new funding opportunities to enhance regional preparedness.
- E. **Inventory and Audits:** Conducting regular audits of equipment and ensuring proper inventory tracking, verifying that all resources remain in operational condition.
- F. **Emergency Operations Center (EOC) Support:** Providing logistical and operational support during HazMat incidents, ensuring a coordinated response with all stakeholders.
- G. **HazMat Clean-Up Contracts:** Managing and overseeing contracts with third-party vendors for hazardous materials clean-up and disposal, ensuring compliance with environmental regulations and cost-effectiveness.
- H. **Coordination with State and Federal Agencies:** Liaising with relevant state and federal agencies to facilitate regulatory compliance, technical assistance, and additional resources during large-scale HazMat incidents.
- I. **Fire Cost Recovery** – The County fire marshal's office shall either write a citation to the responsible party that caused the HazMat release following state and/or local code regulations, file criminal charges if warranted, and/or use a third-party billing company to recover response costs.
- J. **Self-Contained Breathing Apparatus (SCBA)** The County shall also be responsible for all annual testing and maintenance of County owned SCBA and respiratory equipment.

### Article III – Responsibilities of the Cities and ESDs

The Cities and ESDs shall be responsible for:

#### A. **Proper Care of HazMat Equipment:**

1. *Preventative Maintenance Checks:* Conducting daily inspections, routine upkeep per manufactures recommendations, and accountability of HazMat equipment to ensure operational readiness. All daily inspections shall be conducted by a HazMat trained

operator and recorded in a maintenance log, which shall be provided to the County monthly. The maintenance log, supplied by the County, shall document that each equipment was checked/tested, the date and time of the inspection, and the name of the inspector. If mechanical issues or damage are discovered during a daily inspection, the Party in possession shall notify the County within twenty-four (24) hours, or immediately if it is a mission critical device or piece of equipment. Routine upkeep shall include a weekly driving test, fluid, emergency lights, and siren checks to ensure proper vehicle function. The Cities and ESDs are not authorized to make modifications, repair, removal, or upgrades without the County's written consent.

2. *Equipment Responsibility:* Ensuring that all employees using HazMat equipment and vehicles will comply with all applicable laws regarding its operation. HazMat vehicles shall only be operated by a trained and licensed operator per State law. The Party in possession of the HazMat equipment and/or vehicles shall cover the costs for repairs, due to damages beyond reasonable wear and tear caused by misuse or negligence, ensuring accountability for the proper handling of equipment.
  3. *Failure to Provide Proper Care of HazMat Equipment:* If a Party fails to perform the required preventative maintenance, adhere to equipment responsibility requirements, or causes damage beyond reasonable wear and tear without reimbursement of expenses, the County reserves the right to remove the affected equipment from that Party's use and possession and seek financial reimbursement. A Party shall be responsible for any lost equipment and/or damaged equipment due to negligence as determined by the County.
  4. *Annual SCBA and Respiratory Mask FIT Testing:* All Parties are responsible for their personnel for ensuring that every team member completes annual SCBA and respiratory mask FIT testing on Party and County owned equipment. Each Party is responsible for maintaining these records.
- B. **Tactical Response:** Providing 24/7 staffing of HazMat certified personnel and deployment of resources to respond to HazMat incidents within their respective jurisdictions, county, and Region, ensuring a prompt and efficient mitigation strategy, and ensuring adherence to approved countywide standard operating procedures (SOPs).
- C. **Crew Training:** Leading training and ensuring that personnel receive regular training on HazMat response procedures, equipment use, and safety protocols in accordance with federal and state regulations. All training certifications shall be provided to the County for records management.
- D. **Incident Documentation and Reporting:** Providing comprehensive reports on HazMat incidents, including response measures taken, resource utilization, and lessons learned to improve future preparedness. Documentation shall be reviewed by the Countywide HazMat Board and provided to the Williamson County Fire Marshals Office for records management. Each Party shall be responsible for ensuring the County Fire Marshals office has up to date contact information for personnel that are part of the County hazmat team.
- E. **Participation in Countywide Drills:** Engaging in biannual multi-jurisdictional training exercises, simulations and after-action reviews (AARs) to enhance inter-agency coordination and response effectiveness.

- F. **Records:** Each Party shall submit annually (September 1) to the Fire Marshal an approved/active HazMat Tech roster along with their annual fit test records, and a copy of their driver's license for approved driver/operators for the Counties hazmat truck operation.
- G. **County Public Safety Technology requirements.** All Parties and devices accessing the Williamson County Network, or data hosted by Williamson County, shall comply with Williamson County IT standards for identity, access controls, and security. These are available by contacting Williamson County Technology Services.

#### Article IV – Countywide HazMat Board

##### **A. Formation:**

- 1) The Countywide HazMat Board ("Board") is hereby established as the governing body responsible for approving SOPs relating to HazMat response.
- 2) The Board shall be composed of one representative, at the Chief Officer Level, appointed by each participating Party ("Board Representative").
- 3) Each Party shall notify the County Fire Marshal's office and all other Parties in writing of its appointed Board Representative within thirty (30) days of execution of this Agreement.

##### **B. Duties:** The Board shall:

- 1) Approve any operational and tactical SOPs for HazMat response.
- 2) Plan and coordinate responses to large-scale HazMat incidents across jurisdictions, ensuring a standardized approach.
- 3) Ensure and oversee consistency in training and certification standards across all responding agencies and facilitating mutual aid support.
- 4) Evaluate equipment needs and recommend purchases or upgrades.
- 5) Conduct after-action reviews and recommend improvements based on incident response evaluations, identifying best practices and areas for enhancement.
- 6) Establish communication protocols to ensure effective information-sharing during HazMat incidents.

##### **C. Tactical Leadership Teams:**

- 1) Each Board Representative shall appoint an additional representative, at the Company Officer Level, with appropriate expertise to serve on the tactical leadership team.
- 2) The tactical leadership team shall be responsible for drafting and revising SOPs for submission to the Board.
- 3) The tactical leadership team shall meet as needed to ensure efficient HazMat response coordination.

##### **D. Meetings and Voting:**

- 1) The Board shall convene quarterly to review progress, discuss policy recommendations, address any operational concerns, and evaluate regional preparedness.

- 2) The Board may convene special meetings as needed.
  - 3) Decisions, including the approval of SOPs, shall be made by a majority vote of the Board Representative.
- E. **Funding and Resources:** Each Party shall be responsible for its own costs related to participation in the Board and tactical leadership teams.
- F. Article V – Term and Termination
1. **Term:** This Agreement shall be in full force and effect as of the date of the last Party's execution below ("Effective Date") and shall continue till September 30, 2026. The Agreement will automatically renew for a one-year period on October 1<sup>st</sup> of each successive year ("Renewal Date"). A Party may choose not to renew the Agreement by providing written notice to the other Parties no later than thirty (30) days prior to the applicable Renewal Date. Upon termination, the nonrenewing Party shall return any County-owned equipment in its possession.
  2. **Termination:** Any Party may withdraw from this Agreement upon providing ninety (90) days' written notice to the other Parties. Upon termination, the withdrawing Party shall return any County-owned equipment in its possession.
  3. **Continuation of Services:** In the event of withdrawal by any Party, remaining Parties shall evaluate and adjust their resource allocations to ensure the continuity of HazMat response services. Likewise, if a Party chooses not to renew this Agreement, that decision shall have no effect on the validity and continuing applicability of this Agreement on the remaining parties.

#### Article VI – Liability

1. Each Party shall be responsible for its own acts and omissions in the performance of this Agreement. Each Party shall be responsible for any injuries or death to its employees while performing HazMat response services under this Agreement. A Party shall not be liable for benefits or any other compensation for injuries to or death of any other party's employees while performing HazMat response services under this Agreement.
2. This Agreement does not create any employment relationship between the Parties; each Party remains an independent entity responsible for its personnel and operations.
3. Specifically citing Texas Government Code Section 791.006(a-1), the Parties agree that, for purposes of determining civil liability for non-party claims, the act of any person or persons while providing HazMat response services, or in any other services provided in accordance with this Agreement, shall be the act of the Party performing such act. The payment of any and all civil or other liability, including liability on the basis of negligence, resulting from the furnishing of services under this Agreement is the responsibility of the individual Party performing such acts. This shall specifically include, but not be limited to, the payment of court costs, expenses, and attorney's fees resulting from any such claim or lawsuit.
4. Each Party's monetary obligations, if any, are for the performance of governmental functions or services and are payable only from the current revenues appropriated and available for the performance of those functions or services.
5. It is expressly understood and agreed that the entering into and execution of this Agreement does not waive, modify or alter, nor shall be deemed to waive, modify, or alter, any immunity or defense

that would otherwise be available to a Party against third-party claims arising from activities performed under this Agreement.

Article VII – Amendments and Modifications

This Agreement may be amended or modified upon mutual written agreement of all Parties. Proposed amendments shall be reviewed by the HazMat Board before implementation to ensure alignment with operational goals.

Article VIII – Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.

**IN WITNESS WHEREOF**, the undersigned representatives of the County, Cities, and ESDs execute this Agreement as of the Effective Date.

**Williamson County**

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

Name: Steven Snell

Title: County Judge

Date:

Address: 710 S Main St

Georgetown, TX 78626

**City of Cedar Park**

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

Name:

Title:

Date:

Address:

**City of Georgetown**

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

Name:

Title:

Date:

Address:

**City of Leander**

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

Name:

Title:

Date:

Address:

**City of Round Rock**

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

Name:

Title:

Date:

Address:

**City of Taylor**

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

Name:

Title:

Date:

Address:

**ESD NO. 3**

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

Name:

Title:

Date:

Address: