

**INTERLOCAL AGREEMENT
BETWEEN THE COUNTY OF HAYS,
TEXAS AND THE CITY OF SAN
MARCOS**

STATE OF TEXAS §

COUNTY OF HAYS §

THIS INTERLOCAL AGREEMENT (“**Agreement**”) is entered into between the Hays County Office of Emergency Services, hereinafter called the “**County**,” and the San Marcos Fire Department, hereinafter called the Department located at 100 Carlson Circle, San Marcos, TX 78666 for the purpose of participation in the Chemical, Biological, Radiological, Nuclear, Explosive Regional Response Team hereinafter called the (CBRNE RRT). This Agreement is governed by the Interlocal Cooperation Act, Government Code Chapter 791.

PURPOSE

The purpose of this Agreement is to provide the capability to respond to emergency incidents throughout Hays County and CAPCOG region to protect the public, property or the environment from the adverse effects of released hazardous materials (HazMat), chemicals or substances.

AGREEMENT

NOW, THEREFORE, upon the activation of the hazardous material task force page out the Department will supply the CBRNE RRT with the required equipment and personnel as stated by the Hays County Hazardous Materials Plan.

ARTICLE 1
DUTIES AND RESPONSIBILITIES OF DEPARTMENT

Section 1.1 The Department agrees to provide the personnel necessary to respond to hazardous materials incidents for the residents throughout Hays County as well as requests throughout the CAPCOG region, if available. A roster of personnel assigned by the Department shall be maintained by the County, in collaboration with the Department.

Section 1.2 The Department agrees to provide an apparatus, equipment, and supplies necessary to assist a hazardous material response. A list of apparatus, equipment, and supplies provided by the Department shall be maintained by the County, in collaboration with the Department. The County shall remain fiscally responsible for maintaining the Hays County HazMat Response vehicle (VIN 1FVACYDJ85HN93827) and equipment housed on that apparatus.

Section 1.3 The Department will assure all personnel performing services under this contract are appropriately trained and certified for the levels of service provided.

Section 1.4 The Department will comply with and maintain compliance with all licensing, training, fiscal and other requirements imposed on the Department by local, state, and federal law.

Section 1.5 The Department will provide adequate liability insurance coverages on Department vehicles and Department employees performing services under this contract to cover minimum liability as required by state law.

Section 1.6 The Department will assure that their departmental policies are followed on team call-outs regardless of jurisdiction

Section 1.7 The Department shall maintain any County equipment or supplies used by the Department in good working order. If County equipment or supplies are damaged or broken due to neglect or negligent behavior of the (Department's) personnel, it shall be the responsibility of the Department to repair or replace the item(s).

ARTICLE II

DUTIES AND RESPONSIBILITIES OF COUNTY

Section 2.1 The County shall fund the hiring of a Special Operations Coordinator to oversee the planning and operations of the CBRNE RRT. Said coordinator shall be a County employee and all County policies and procedures relating to the hiring and employment of said coordinator shall apply.

Section 2.2 The County shall maintain liability insurance and/or Risk Pool coverage and authorize any personnel participating under this agreement to drive and operate the Hays County Hazmat response vehicle.

ARTICLE III

MUTUAL AID AND REVENUE RECOVERY

Section 3.1 All participating agencies shall have the right to recover costs through billing services coordinated and provided by the County. The billable rate that the Department wishes to bill for services and equipment shall be submitted to and approved by the County in advance of the performance of any billing services under this section.

ARTICLE IV
CONTRACT PERIOD

Section 4.1 This Contract shall begin at 12:01 A.M. on (set date), 2019 and shall remain in full force and effect for a period of five (5) years, subject to annual appropriations of each of the County and the Department, unless sooner terminated as provided for herein.

Section 4.2 In the event that the contract is not renewed at the end of its term as stated herein, this agreement shall remain in full force and effect after such expiration of the agreement and shall be automatically renewed thereafter on a month-to-month basis until a new agreement is reached between the Department and the County, or the agreement is otherwise terminated by either party hereto.

ARTICLE V
TERMINATION AND AMENDMENTS

Section 5.1 The Contract may be terminated or amended before the stated termination date by any of the following conditions:

- (1) By mutual agreement and consent, in writing of both parties.
- (2) By either party, upon the failure of the other party to fulfill its obligations as set forth herein.
- (3) By either party for reasons of its own or not subject to the mutual consent of the other party, upon not less than one hundred eighty (180) days written notice to the other party. In the event of termination, any equipment owned by the Department and utilized by the County will be returned to the Department, unless a mutual agreement for the purchase of the equipment by the Court is made.

Section 5.2 In the event of termination, any equipment owned by the County and utilized by the Department will be returned to the County, unless a mutual agreement for the purchase of the equipment by the Department is made.

Section 5.3 The termination of this Contract shall dissolve all rights, duties, and obligations of the County and the Department under this Contract.

ARTICLE VI
MUTUAL INDEMNIFICATION

Section 6.1 The Department's Indemnification. The Department agrees, to the extent permitted by law, to save harmless the County and its officers and employees from all claims and liability due to activities of itself, its agents, or employees, performed under this Contract and which are caused by or result from error, omission, or negligent act of the Department. The Department shall also save harmless the County from any and all expense, including, but not limited to, attorney fees which may be incurred by the County in litigation or otherwise resisting said claim or liabilities which may be

imposed on the County as a result of such activities by the Department, its agents, or employees. This indemnity shall not include claims based upon or arising out of the willful misconduct of the County, its officers or employees. Further, this indemnity shall not require payment of a claim by County or its officers or employees as a condition precedent to County's recovery under this provision.

Section 6.2 County's Indemnification. The County agrees, to the extent permitted by law, to save harmless the Department from all claims and liabilities due to activities of itself, its agents, or employees, performed under this Contract and which are caused by or result from error, omission, or negligent act of the County or of any person employed by the County. The County shall also save harmless the Department from any and all expense, including, but not limited to, attorney fees which may be imposed on the Department as a result of such activities by the County, its agents, or employees. This indemnity shall not include claims based upon or arising out of the willful misconduct of Department, its officers or employees. Further, this indemnity shall not require payment of a claim by Department or its officers or employees as a condition precedent to the Department's recovery under this provision.

ARTICLE VII
SEVERABILITY

Section 7.1 In the event any one or more of the provisions contained in this Contract shall for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

ARTICLE VIII
PRIOR CONTRACTS SUPERSEDED

Section 8.1 This Contract constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral contracts between the parties respecting the subject matter defined herein.

ARTICLE IX
NOTICES

All notices to either party by the other required under this Contract shall be personally delivered or mailed to such party at the following respective addresses:

For County: Emergency Services Director
 County of Hays
 2171 Yarrington Rd
 Kyle, Texas 78640

For County: Countywide Operations
 County of Hays
 111 E. San Antonio St.
 San Marcos, Texas 78666

For (dis/city): Les Stephens
 San Marcos Fire Department
 100 Carlson Circle, San Marcos, TX 78666

ARTICLE X
SIGNATORY WARRANTY

The undersigned signatory or signatories for the parties hereby represent and warrant that the signatory is an officer of the organization for which he or she has executed this Contract and that he or she has full and complete authority to enter into this Contract on behalf of the firm. The above-stated representations and warranties are made for the purpose of inducing the other party to enter into this Contract.

IN WITNESS HEREOF, the County and the Department have executed these presents in duplicate on this the _____ day of _____, 2019.

San Marcos Fire Department

By: _____
Printed Name: Bert Lumbreras
Title: City Manager
Approved by the San Marcos City Council on _____.

ATTEST:

By: _____
Printed Name: Jamie Lee Case
Title: City Clerk

Hays County

By: _____
Printed Name: _____
Title: _____
Approved by Hays County Commissioner's Court on _____.