

**INTERLOCAL AGREEMENT
FOR
EMERGENCY SERVICE RESPONSE ON
HARRIS COUNTY TOLL ROAD AUTHORITY TOLLWAY SYSTEM**

THE STATE OF TEXAS §

§

COUNTY OF HARRIS §

THIS INTERLOCAL AGREEMENT (“Agreement”) is entered into this ___ day of _____, 2025, by and between Harris County, acting by and through the Harris County Toll Road Authority (“HCTRA”) and, City of Deer Park, (“Responding Agency”),

WHEREAS, pursuant to Commission Court Order Resolution No. 25-4985, to ensure the highest degree of safety in the operation of HCTRA’s tollway system (owned or operated), the Harris County Commissioners Court authorized HCTRA to (i) enter into agreements with local municipalities, local law enforcement, local fire, and local emergency service departments (collectively “Responding Agency”) bordering its rights-of-way for the provision of adequate emergency response services, and (ii) provide reimbursement for such services (“Services”).

WHEREAS, the Responding Agency provides fire and rescue (including ambulance services) incident response within their respective jurisdictions and, when called upon, on portions of HCTRA tollway system; and

WHEREAS, the HCTRA tollway system is a transportation corridor subject to frequent emergency incidents requiring multi-jurisdictional fire and/or rescue; and

WHEREAS, HCTRA recognizes the financial and operational costs encumbered by the Responding Agencies for emergency responses on the HCTRA tollway system, and desires to establish a standardized method of reimbursement; and

WHEREAS, HCTRA and the Responding Agency agree that they will communicate, cooperate and coordinate with one another on all issues pertaining to a response and the consequent need for fire suppression, rescue and/or emergency medical services; and

WHEREAS, the parties wish to enter into this Agreement to define procedures and responsibilities for reimbursing such Services.

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

1. PURPOSE

This Agreement establishes a cooperative framework to reimburse Responding Agencies for their eligible costs incurred while responding to fire and/or rescue incidents on the HCTRA tollway system and provide reimbursement for such services in accordance with Attachment A Reimbursement Schedule.

2. TERM

This Agreement will be for a term beginning upon execution of this Agreement and remain in full force and effect for twelve (12) months unless terminated under the terms of this Agreement. This Agreement automatically renews at the end of each twelve-month period unless terminated in writing by either Party prior to the expiration of the then current term.

3. SCOPE OF SERVICES & RESPONSIBILITIES

Responding Agencies provide fire or rescue incident response on the HCTRA tollway system when dispatched by an authorized communications center. Services include but are not limited to:

- Fire protection and suppression
- Rescue and extrication
- Hazardous materials mitigation
- Incident command and scene management

The Responding Agency will respond with necessary available equipment and manpower as indicated by the information provided by the authorized representative of the HCTRA Incident Management Dispatch Center.

The Responding Agency will make every effort to provide its own back-up response when its own manpower and/or equipment is not available for call-out. In the event an emergency call is directed to the Responding Agency from a source other than HCTRA Incident Management Dispatch Center, the Responding Agency will promptly notify an authorized representative of the HCTRA Incident Management Dispatch Center of the nature of the emergency and the designated location.

If helicopter or ambulatory services are provided, HCTRA will not be responsible for reimbursement of such services.

Special hazardous material rescue and clean up services not provided by the Responding Agency will be billed directly by the provider to the person(s) or entities who caused such services to be required.

The Responding Agency will keep confidential, and not disclose, distribute or otherwise share, any photographs, video or electronic images that depict any matter that may have occurred on HCTRA property, except for disclosures to (i) physicians and medical personnel directly involved in the treatment of a patient involved in an occurrence, (ii) insurance companies representing a party involved in an occurrence, (iii) the Harris County Fire Marshal or (iv) the State Fire Marshal.

Disclosure also is permissible to the extent required by the Texas Public Information Act or other applicable law, or as required by a valid court order or subpoena.

The Responding Agency agrees, pursuant to Tex. Gov't Code Ann. §791.006(a-1), that the assignment for any and all liability for the Services will be assigned to the Responding Agency.

4. REIMBURSEMENT

The County will reimburse Responding Agencies for eligible response costs based on records provided by the Responding Agency and may include:

- Automatic Number Identification (ANI) / Automatic Location Identification (ALI) Data
- Incident Address
- Incident Date/Time
- Personnel that responded including: Personnel Classification and Quantity // Dispatch Time// On Scene Time // Cleared Scene Time // Return to Service Time
- Units that responded including: Apparatus Type and Quantity // Dispatch Time // On Scene Time // Cleared Scene Time // Return to Service Time
- Photographic evidence that validates the incident was/is on a HCTRA managed lane (ensuring the photo contains no violations of HIPAA, PII, CJIS, or any other incident identifying information other than the location)

Responding Agencies will be reimbursed for eligible response costs in accordance with Attachment A: Reimbursement Schedule. The reimbursement option chosen in Attachment A can only be changed at the end of each twelve-month period. Notice of the change must be made in writing thirty (30) days prior to the expiration of the then current term.

Responding Agencies must state that they have not received or intend to seek reimbursement from another entity for the same costs being submitted for reimbursement under this Agreement.

In the event of a disagreement regarding the reimbursement amount, the amount determined by HCTRA will be used and considered final.

The Responding Agency understands and agrees that, in accordance with the Texas Constitution, the County is prohibited from paying Responding Agency in advance for any of the Services or deliverables.

5. TERMS OF PAYMENT

Responding Agency will submit to the Harris County Auditor an invoice for services rendered to: Harris County Auditor, 1001 Preston 8th floor, Houston, Texas 77002 and VENDORINVOICES@AUD.HCTX.NET. Each invoice will be in a form acceptable to the County Auditor and will include such detail of the services as may be requested by the County Auditor for verification purposes. A copy of the invoice will be submitted to:

Harris County Toll Road Authority
Public Safety & Operations
7701 Wilshire Place
Houston, TX 77040
(713) 587-7800

The invoices will, at a minimum, include a description of the services, the day(s) and the time(s) that Responding Agency performed the Services, the department for which the Responding Agency provided Services, and the total amount billed for the Services. After receipt of an invoice, County Auditor will forward the invoice to the Department for review and approval with such modifications as may be deemed appropriate, and after review, the Department will return the invoice, with any modifications, to the County Auditor for payment. The County will pay each invoice as approved by the County Auditor in accordance with the laws of the State of Texas. The County may exercise any and all rights to set off payment in the event of overpayment by the County and or funds owed to the County under this Agreement.

6. REPORTING AND AUDIT

All parties agree to retain financial and operational records related to incident response and reimbursement for a period of three (3) years and make such records available for audit upon request by HCTRA or other authorities.

All notices and communications under this Agreement may be transmitted via email or may be mailed by certified mail, return receipt requested, or delivered to:

To HCTRA: Harris County Toll Road Authority
7701 Wilshire Place
Houston, TX 77040
Attention: Deputy Director of Public Safety & Operations

To Responding: City of Deer Park
Agency P.O. Box 700
Deer Park, TX 77536
Attn.: Fire Chief

Any Party may designate a different address by giving the other Party ten (10) days written notice.

7. TERMINATION

This Agreement may be terminated by any party upon thirty (30) days' written notice to the other parties. Such notice must specify the effective date of termination. Termination will not affect reimbursement obligations incurred prior to the termination date.

8. SEVERABILITY

If any provision of this Agreement, or the application thereof to any Person or circumstance, is rendered or declared illegal for any reason and is invalid or unenforceable, the remainder of this Agreement and the application of such provision to other Persons or circumstances will not be affected thereby but will be enforced to the greatest extent permitted by applicable law.

9. AMENDMENTS

Any changes in the character, agreement, terms and/or responsibilities of the Parties must be enacted through a written amendment and executed by the Parties.

10. AUTHORIZATION

Each Party to this Agreement represents to the other that it is fully authorized to enter into this Agreement and to perform its obligations hereunder and that no waiver, consent, approval, or authorization from any third party is required to be obtained or made in connection with the execution, delivery, or performance of this Agreement in accordance with its terms, other than those that have been obtained.

11. INTERPRETATION.

No provision of this Agreement will be construed against or interpreted to the disadvantage of any Party by any court or other governmental or judicial authority by reason of such Party having or being deemed to have drafted, prepared, structured, or dictated such provision. The use of the word “will” in this Agreement connotes a contractual right, covenant or obligation, as applicable. Wherever the word “including” is used, it is deemed to mean “including, without limitation,”

12. APPLICABLE LAW AND VENUE

This Agreement is subject to the federal, state, and local laws, orders, rules, ordinances, and regulations relating to the Agreement. Each Party will comply with all applicable federal, state, and local laws, ordinances, rules, and regulations concerning the performance of this Agreement.

This Agreement is governed by the laws of the State of Texas. The forum for any action under or related to the Agreement is exclusively in a state or federal court of competent jurisdiction in Texas. The exclusive venue for any action under or related to the Agreement is in state or federal court of competent jurisdiction in Houston, Harris County, Texas.

13. NO PERSONAL LIABILITY; NO WAIVER OF IMMUNITY

Nothing in the Agreement is construed as creating or limiting any personal liability on the part of any officer, director, employee, or agent of any public body that may be a Party to the Agreement, and the Parties expressly agree that the execution of the Agreement does not create or limit any personal liability on the part of any officer, director, employee, or agent of County.

The Parties agree that no provision of the Agreement extends County’s liability beyond the liability

provided in the Texas Constitution and the laws of the State of Texas.

Neither the execution of the Agreement nor any other conduct of either Party relating to the Agreement will be considered a waiver by the County of any right, defense, or immunity under the Texas Constitution or the laws of the State of Texas.

Neither the execution of the Agreement nor any other conduct of either Party relating to the Agreement will be considered a waiver by the Responding Agency of any right, defense, or immunity under the Texas Constitution or the laws of the State of Texas.

County does not agree to binding arbitration, nor does County waive its right to a jury trial.

14. TEXAS PUBLIC INFORMATION ACT

The Parties expressly acknowledge that the Agreement is subject to the Texas Public Information Act, TEX. GOV'T CODE ANN. §§ 552.001 et seq., as amended (the "Act"). Responding Agency agrees that to the extent, if any, that any provision of the Agreement is in conflict with the Act, the same shall be of no force and effect. Responding Agency expressly understands and agrees that County will release any and all information necessary to comply with Texas law with notice to Responding Agency.

It is expressly understood and agreed that County, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Act to any software, or any part thereof, or other information or data furnished to the County, whether or not the same is available to the public. It is further understood that County, its officers and employees will have the right to rely on the advice, decisions, and opinions of the Attorney General.

In the event County receives a written request for information pursuant to the Act that affects Responding Agency's rights, title to, or interest in any information or data or a part thereof, furnished to County by Responding Agency under the Agreement, then County will promptly notify Responding Agency of such request. Responding Agency may, at its own option and expense, prepare comments and submit information directly to the Attorney General of Texas stating why the requested information is exempt from disclosure pursuant to the requirements of the Act. Responding Agency is solely responsible for seeking any declaratory or injunctive relief regarding the disclosure of information that it deems confidential or privileged.

Electronic Mail Addresses. County affirmatively consents to the disclosure of its e-mail addresses that are provided to County, including any agency or department of County. This consent is intended to comply with the requirements of the Act and will survive termination of the Agreement. This consent will apply to e-mail addresses provided by Responding Agency and agents acting on behalf of Responding Agency and will apply to any e-mail address provided in any form for any reason whether related to the Agreement or otherwise.

15. ENTIRETY

This instrument contains the entire Agreement between the Parties relating to the rights granted and the obligations assumed. Any oral or written representations or modifications concerning this instrument will be of no force and effect unless a subsequent written amendment is signed and executed signed by both Parties.

16. EXECUTION

Execution. This Agreement may be executed in several counterparts. Each counterpart is deemed an original. All counterparts together constitute one and the same instrument. Each Party warrants that the undersigned is a duly authorized representative with the power to execute this Agreement.

IN WITNESS WHEREOF, the undersigned have executed this Interlocal Agreement on the dates indicated below:

[SIGNATURE PAGE FOLLOWS]

Harris County

By: _____

Name: Lina Hidalgo

Title: County Judge

Date:

City of Deer Park

By: _____

Name:

Title: Fire Chief

Date:

APPROVED AS TO FORM:

CHRISTIAN D. MENEFFEE

Harris County Attorney

By: _____

Randy Keenan

Senior Assistant County Attorney

CACI# 25GEN2604

ATTACHMENT A REIMBURSEMENT SCHEDULE

Responding Agencies may choose to be reimbursed for eligible response costs either at (i) a flat rate or (ii) actual costs with both options being based off the FEMA Schedule of Equipment Rates in effect on the day of the service provided as well as agreed upon auditable Responding Agency's regular labor time rates and direct administrative costs.

The incident must have occurred on the mainline lanes of a Harris County owned tollway. This reimbursement schedule does not apply to TxDOT segments or frontage roads.

Option 1 – Flat Rate Per Incident Model

This option presents Responding Agencies with a clear and standardized reimbursement framework designed to facilitate the recovery of response costs while minimizing administrative burdens.

Given that each Responding Agency incurs different expenses, the implementation of a uniform reimbursement rate ensures transparency and simplicity.

To request reimbursement, participating Responding Agencies must submit an invoice that includes a HCTRA Incident Management System (IMS) incident case number or a call slip number that includes the Automatic Number Identification (ANI) / Automatic Location Identification (ALI) Data.

The proposed standardized service fees are based on the Federal Emergency Management Agency (FEMA) and include a 5% administrative fee intended to cover billing and coordination costs for a minimum of one (1) hour response time. The direct administrative costs will be included as part of the agreed upon flat rate. The flat rate shall be based on the following:

- Two (2) highest grade/largest fire apparatus vehicles owned and/or operated by the Responding Agency at time of incident.
- Eight (8) Firefighters at auditable regular hours or \$14 per hour for volunteer firefighters

Option 2: Federal Emergency Management Agency (FEMA) Rates

Responding agencies will submit itemized invoices with time logs, equipment usage, and material usage rates established by the Federal Emergency Management Agency (FEMA) at the time of the incident.

Personnel Reimbursement: HCTRA will reimburse the Responding Agency for each personnel member on scene at the personnel member's actual hourly rate with time rounded up to the nearest quarter hour (15, 30, 45, or 60 minutes).

Apparatus Reimbursement: HCTRA will reimburse the Responding Agency at the FEMA hourly rate with percentage rounding up to the nearest quarter hour (15, 30, 45, or 60 minutes per apparatus).

Formulas used to determine reimbursable costs per incident:

1. *(incident duration) x (max rate for apparatus of FEMA reimbursement) x (quantity of apparatus deployed per incident)*
2. *(incident duration) x (max hourly rate of firefighter) x (quantity of personnel deployed per incident)*

Direct administrative fees will be a percentage no greater than 5% of the final eligible amount of the reimbursement cost.

When submitting requests for reimbursement, Responding Agencies must affirm that they are not concurrently seeking compensation from Medicare, Medicaid, third-party insurance providers, or FEMA for the same incident and services.