

STATE OF TEXAS

COUNTY OF TRAVIS

AGREEMENT BETWEEN THE CITY OF AUSTIN AND
TRAVIS COUNTY EMERGENCY SERVICES DISTRICT NUMBER 4
FOR TRAINING FIRST RESPONSE PERSONNEL

This Agreement is made by the following parties: the City of Austin, a Texas home rule municipality (the "City") and Travis County Emergency Services District Number 4, a political subdivision of the State of Texas created in accordance with the Health and Safety Code, Chapter 775 (the "District").

Recitals

The City is the sole provider of fire protection services to areas within its corporate limits in Travis and Williamson Counties.

The City desires to engage the District in providing initial firefighter certification training to District trainees in order to maintain and improve fire response services by the District.

The City and the District are entering into this Agreement in accordance with the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code.

Agreement

In consideration of the mutual covenants and the benefits described herein, the City and the District agree as follows:

I. Term

The term of this Agreement shall begin on October 13, 2008 and end on April 19, 2009. The parties may agree in writing to renew this Agreement for an additional two-year term under the same terms and conditions, such renewal to be contingent upon sufficient funding.

II. Responsibilities of the District

A. The District shall provide the following training services:

- (1) Organize a class of no less than fifteen (15) firefighter trainees.
 - (2) Provide 468 hours of fire fighter training to District trainees to enable trainees to qualify for certification as firefighters by the Texas Commission on Fire Protection.
 - (3) Provide 224 hours of Emergency Medical training to trainees to enable trainees to qualify for certification as Emergency Medical Technicians (EMT) by the Texas Department of Health.
 - (4) Pay the necessary fees for the trainees' certification testing and examination for the firefighter and EMT certification.
- B. The District shall insure its employees and trainees for all bodily injuries or death incurred while providing or receiving training. The District shall, within ten days following execution of this Agreement, provide the City with a Workers Compensation Certificate of Insurance for the District employees and the District trainees and any notice of change, cancellation, or termination of that insurance. Failure of the District to provide Workers Compensation insurance for its employees and District trainees will be considered a breach of contract.
- (1) The City shall not be liable for injuries to or death of volunteer fire fighters, volunteer fire fighter Emergency Medical Services providers, employees of the District or District trainees while providing or receiving training.
 - (2) The District shall indemnify the City and hold the City harmless for injuries to or death of any volunteer fire fighter, volunteer EMS provider, employee of the District and District trainee while fighting fire or providing EMS Services.
 - (3) Under no circumstances shall District officers, employees or trainees be deemed to be City employees or agents, nor shall they be entitled to City benefits. They

shall at all times be officers, employees and agents of the District in the performance of this Agreement.

- C. The District shall obtain and maintain primary automobile liability insurance on the District's owned or leased vehicular equipment of at least \$1,000,000 combined single limit (CSL) automobile liability per occurrence.
- D. The District will either:
- (1) Provide primary automobile liability insurance coverage of at least \$1,000,000 combined single limit (CSL) per occurrence for the District employees, agents or trainees when they are operating District fire apparatus or operating private vehicles during training hours for training purposes; or
 - (2) Assure that the automobile insurance coverage held by the District trainees' covers them during the training period in the minimum amounts of

\$100,000 per person/\$300,000 per accident for bodily injury
and \$100,000 for property damage
OR
\$400,000 Combined Single Limit for bodily injury and property damage.

- (3) The automobile insurance policy shall include coverage for all owned, non-owned, and hired vehicles.
- E. The District will permit the City to make at least two recruiting presentations to the trainees during the term of the agreement.
- F. The District will provide the City with the exclusive right to place recruiting materials in the District training areas during the term of the agreement.

III. Responsibilities of the City

- A. City agrees to pay District up to \$33,000 for the full performance of this Agreement.

City's payment to District shall be due on February 16, 2009.

- B. Any facilities or equipment to be provided by the City shall be provided “as is” and without warranty for fitness for a particular purpose.

IV. Immunity or Defense

It is expressly understood that the City and the District do not waive, and shall not be deemed to have waived, any immunity or defense that would otherwise be available to them against claims arising in the exercise of their governmental powers and functions.

V. Records and Reports

The District shall make and keep records for each recruit in the training program in accordance with state certification requirements and submit the reports on the District trainees’ progress to the City of Austin Fire Department Contracts Administrator on a monthly basis. If this Agreement is terminated under Paragraph VI, the District shall provide the written reports through the date of termination.

VI. Termination

If the District ceases to provide training for the District trainees in this training program, this Agreement will terminate on the date the training ceases and the District shall reimburse the City on a pro-rata basis in an amount representing the time period remaining until April 19, 2009. The District shall promptly provide written notice to the City if it ceases to provide training for this program.

VII. Entire Agreement

All oral and written agreements between the parties relating to the subject matter of this Agreement that were made prior to the execution of this Agreement are contained in this Agreement.

VIII. Severability

If any provision of this Agreement is held invalid by a court of competent jurisdiction, that holding shall not invalidate the remainder of this Agreement, shall be limited to the specific parts of this Agreement described in that holding, and shall not affect the validity of this Agreement in any way or in any other instance.

IX. Law Governing

This agreement shall be governed by Texas law, and venue shall be in Travis County.

X. Notices

All written notices and/or payments required to be submitted to either party shall be sent to the addresses set forth below:

City of Austin

Rhoda Mae Kerr, Fire Chief
Austin Fire Department
4201 Ed Bluestein Blvd.
Austin, Texas 78721

Travis County Emergency Services District # 4

President, Travis County Emergency Services District # 4
11800 North Lamar, # 4B
Austin, Texas 78753

TRAVIS COUNTY EMERGENCY SERVICES DISTRICT # 4

CITY OF AUSTIN

By: _____

By: _____

Its: Travis County ESD #4

Its: Fire Chief, Austin Fire Department

Date: _____

Date: _____