

**INTERLOCAL AGREEMENT BY AND BETWEEN THE
CITY OF AUSTIN AND THE TEXAS ENGINEERING EXTENSION SERVICE**

THE STATE OF TEXAS
COUNTY OF TRAVIS

This Interlocal Cooperation Contract (this "Contract") is entered into by and between the Contracting Parties shown below pursuant to authority granted in and in compliance with the Interlocal Cooperation Act, TEX. GOVT. CODE ANN. § 791.001, et. seq.

I. Contracting Parties

The Receiving Party: *City of Austin (COA), a local government of the State of Texas
Austin Fire Department, Rhoda Mae Kerr, Fire Chief, 4201 Ed
Bluestein, Austin, Texas 78721*

The Performing Party: *Texas Engineering Extension Service (TEEX), a member of the
Texas A & M University System, an institution of higher
education and an agency of the State of Texas, 301 Tarrow,
College Station, Texas 77840-7896*

II. Statement of Services to be Performed

TEEX will provide the City of Austin, Austin Fire Department, with onsite training for the following courses:

- a. Structural Collapse Technician 2 Course. College Station, Texas. The eight-day, 80 hour onsite program is designed to provide participants with the knowledge, skills, and abilities to perform rescue at structural collapse scenes due to natural disasters or human forces. This training meets and exceeds the National Fire Protection Association (NFPA) 1670 and 1006 courses for Structural Collapse Technician. This training includes instructors, supplies, consumables for each student, and Texas Engineering Extension Service certification of course completion for each student (The responsibilities of the contracting parties are set forth in the Proposal attached hereto as Exhibit "A").
- b. Collapse Rescue Operations Course. College Station, Texas. Fifty hour course that is five days in length. The course is designed to provide participants with the operational knowledge, skills and abilities to perform rescue at structural collapse scenes due to natural disasters or human forces. This course meets and exceeds NFPA 1670 for structural collapse operations. In addition, this course completes the requirements for structural collapse technician NFPA 1006 when combined with the ICS pre-requisites and knowledge, skills and abilities in search of collapse structures, heavy rigging, and pre hospital EMS skills. This training includes instructors, supplies and consumables needed for each student as well as a Service certification of course completion for each student (The responsibilities of the contracting parties are set forth in the Proposal attached hereto as Exhibit "B").

- c. ICS for Structural Collapse Incidents Course. This is a 16 hour course that will be held at an Austin Fire Department location in June 2011 and July 2011. The Austin Fire Department will be responsible for providing a classroom and facility to accommodate a maximum of 24 students for the duration of each course delivery. The ICS for Structural Collapse Incidents course is designed to provide students with knowledge, skills and abilities to perform leadership at a structural collapse scene due to natural disasters or terrorist incidents. The training includes instructors, supplies and consumables needed for each class as well as a TEEX certificate of course completion for each student. (The responsibilities of the contracting parties are set forth in the Proposal attached hereto as Exhibit "C").

All course dates are subject to change if agreed upon in writing at least 30 days in advance.

III. Basis for Calculating Reimbursable Costs

- a. The Austin Fire Department will attend three offerings of the Structural Collapse Technician 2 Course and occupy a minimum of seven (7) and a maximum of fourteen (14) slots in the May 3-10 2011, September 13-20 2011 and the October 11-18, 2011 classes. The cost per student is \$2600.00 (See Exhibit "A"). The maximum funding for these classes is \$109,200.00..
- b. The Austin Fire Department will attend one Collapse Rescue Operations Course; occupancy for a minimum of 28 student and maximum of 36 students, April 11-15 2011. The cost per student is \$2,000.00 (See Exhibit "B"). The maximum funding for this class is \$72,000.00.
- c. The Austin Fire Department will attend a total of two ICS for Structural Collapse Incidents Courses with a maximum occupancy of 24 students per course. June 2011 and July 2011. Cost per student is \$255.66 (See Exhibit C). the maximum funding for these two classes is \$12,272.00

IV. Contract Amount

In consideration for the services to be performed, the COA total payment to TEEX is an amount not to exceed \$193,472.00 including all fees and expenses.

V. Payment of Services

Provided TEEX has rendered services as described in this Contract and transmitted an invoice to the COA, the COA shall pay for services received within thirty (30) days of receipt of the invoice from appropriation items or accounts of TEEX from which like expenditures would normally be paid, based upon vouchers drawn by the COA payable to TEEX.

Payments for service performed shall be billed after services are provided. Payments received by TEEX shall be credited to its current appropriation item(s) or account(s) from which the expenditures of that character were originally made.

VI. Term of the Contract

This Contract is effective on the date the Contract is signed by the last of the parties ("Effective Date"). The term of this Contract is for one year from the Effective Date. If this contract is not executed by all contracting parties within sixty (60) days of the date of the first signature below, then this contract will be null and void and of no further effect.

VII. Termination

In the event of a material failure by a Contracting Party to perform its duties and obligations in accordance with the terms of this Contract, the other party may terminate this Contract upon thirty (30) days' advance written notice of termination to the party in default setting forth the nature of the material failure; provided that, the material failure is through no fault of the terminating party. The termination will not be effective if the material failure is fully cured prior to the end of the thirty (30) day period.

VIII. No Assignment. A party to this Contract shall not assign or transfer its interests under the Contract.

IX. Notices. All notices hereunder shall be deemed given when either delivered in person or deposited in the U.S. Mail, postage prepaid, certified mail, return receipt requested, addressed to the appropriate party at the following address:

If to TEEX: Texas Engineering Extension Service
Attn: _____
301 Tarrow, College Station, Texas 77840-7896

If to COA: Rhoda Mae Kerr, Fire Chief
Austin Fire Department
4201 Ed Bluestein
Austin, Texas 78721

X. Certifications

The signer of this contract possesses the right, power, legal capacity and full legal authority to execute this contract on behalf of the contracting party and to bind the contracting party to the terms and conditions set forth herein. Furthermore, the signer of this contract certifies that the contracting party is authorized to perform the services required by this Agreement and that such services further a governmental function of the COA. Payment for the services performed by TEEX will be made from current revenues appropriated and available to the COA.

XI. Waiver of Immunity

It is expressly understood and agreed that under this contract neither contracting party waives, nor shall be deemed to waive, any immunity or defense that would otherwise be available to its against claims arising in the exercise of governmental powers and functions.

Receiving Party

The City of Austin

Performing Party

Texas A & M University

Texas Engineering Services Extension

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Attachments

Exhibit A: Structural Collapse Technician 2 Course Description

Exhibit B: Collapse Rescue Operations Course

Exhibit C: ICS for Structural Collapse Incidents Course