

INTERLOCAL AGREEMENT BETWEEN THE CITY OF AUSTIN AND NORTH LAKE TAHOE FIRE PROTECTION DISTRICT

This Interlocal Agreement (“Agreement”) is entered into by the City of Austin (“CITY”), a home-rule municipal corporation located in Travis County, Texas, and the North Lake Tahoe Fire Protection District (DISTRICT), collectively referred to as the “Parties,” pursuant to Chapter 791 of the Texas Government Code.

I INTRODUCTION:

The DISTRICT has the expertise to provide training and field experience in the area of fuels management and wildland fire suppression activities performed by hand crews. The Austin Fire Department (AFD) desires to implement fuel management and/or wildland fire suppression practices described in this Agreement.

II PURPOSE:

The purpose of this Agreement is to establish a framework of cooperation for the Parties to provide technical support, cooperation, assistance, and training for fuel management and wildland fire suppression. Parties understand that the resources available from the CITY under this Agreement are limited to the resources of the Austin Fire Department.

III RESPONSIBILITIES:

1. The DISTRICT will provide training and field experience to the AFD crew members while they are detailed to the DISTRICT.
2. During the detail, CITY will cover all insurance and workers compensation for its employees.
3. CITY will compensate their crew members for costs incurred while engaged in daily training and or project work.
4. While in travel status all costs will be the responsibility of CITY.
5. If assigned to a wildfire notification will be made by a DISTRICT Division Chief to an AFD Assistant Chief as soon as possible.
6. Fire assignment time will be reimbursed to the CITY through the DISTRICT once reimbursement has been received by the DISTRICT.
7. DISTRICT will provide dormitory accommodations at no cost to CITY crew members.
8. DISTRICT will supply vehicles and equipment for training assignments.
9. CITY recognizes the inherent risk of fuels management and wildland fire suppression, and that the DISTRICT is operating within the scope of established practice and policy, and CITY therefore agrees to indemnify and hold harmless the DISTRICT and employees of the DISTRICT, to the extent allowed by Texas Law, from any actions or results occurring as a

consequence of planning and/or implementing the work specified in this Agreement.

IV AGREEMENT TERM:

1. It is understood between CITY and DISTRICT that this Agreement shall begin on the date the last required signature is affixed and shall remain in force until October 1, 2016.
2. This Agreement may be terminated by either party ten (10) days following written notice to the other party.
3. This Agreement may be extended as mutually agreed to by CITY and the DISTRICT. All extensions will be written and will become part of this Agreement.
4. This Agreement may be modified or amended as necessary upon written consent of the Parties. All modifications or amendments will be written and will become part of this Agreement.

V SPECIAL PROVISIONS:

- 1 The Parties to this Agreement shall retain whatever liability they would possess for their present and future acts or failures to act without the existence of this Agreement.
- 2 This Agreement is neither a fiscal nor a funds obligation document. Any endeavor involving reimbursement or contribution of funds between parties of this Agreement will be handled in accordance with applicable laws, regulations, and procedures.
- 3 Non-Exclusivity. This Agreement does not create and should not be regarded as an exclusive arrangement between the parties to the Agreement.
- 4 No partnerships. This Agreement shall not make or be deemed to make any party to this Agreement an agent for or the partner of any other party.
- 5 Attorney Fees. If any action at law or equity including any action for declaratory relief is brought to enforce or interpret the provisions of this Agreement, each party to the litigation shall bear its own attorney's fees and costs.
- 6 Venue for any action at law or equity related to this Agreement shall be in Travis County, Texas.
- 7 Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to the matters covered by this Agreement, and no other Agreement, statement, or promise made by any party, or to any employee, officer, or agent of any party, which is not contained in this Agreement shall be binding or valid.
- 8 Contacts. For purposes of this Agreement, the following individuals are principle contacts. Notices to be given hereunder shall be made in writing and may be given by delivering the same in person, by mail, or by telecopy (facsimile). Notices shall be effective only if and when received at the address of the party to be notified.

Michael Brown, Fire Chief
North Lake Tahoe Fire Protection District
856 Oriole Way
Incline Village, Nevada 89451
Phone: 775-831-0351
Fax: 775-831-2072

Signature

Date

City of Austin
Marc A. Ott, City Manager
P.O. Box 1088
Austin, Texas 78767-8859
Phone: 512-974-6339
Fax: 512-974-2833

Rhoda Mae Kerr
Fire Chief, City of Austin
4201 Ed Bluestein Blvd
Austin, Texas 78721
Phone: 512-974-0131
Fax: 512-974-0141

Signature

Signature

Date

Date

Approved as to form:
Michael L. Cronig, Assistant City Attorney
City of Austin Law Department
Phone: 512-974-2184
Fax: 512-974-2312

Signature

Date