

INTERLOCAL AGREEMENT BETWEEN THE
CITY OF AUSTIN AND THE TEXAS A & M FOREST SERVICE
REGARDING FIRE PROTECTION SERVICES

This Interlocal Agreement (“Agreement”) is made by and between the Texas A & M Forest Service, a member of the Texas A & M University System and an agency of the State of Texas (“TFS”) and the City of Austin, Texas, a home-rule municipality and political subdivision of the State of Texas acting by and through its duly authorized City Manager, or designee (“the City”).

Recitals

WHEREAS, the City and TFS engage in prescribed fire planning and implementation, for the maintenance or enhancement of wildlife habitat, or the reduction of hazardous fuels for the protection of life, property, and resources; and

WHEREAS, the City and TFS have a mutual interest in protecting life, property and natural resources from wildfires and other “all risk” incidents; and

WHEREAS, to meet these responsibilities safely and efficiently the City and TFS understand the need for mutual aid assistance during prescribed fire, wildfire and other “all risk” incidents; and

WHEREAS, Chapter 791, Texas Government Code authorizes agreements between local governments and agencies of the state;

NOW, THEREFORE, in consideration of all of the foregoing, the parties agree as follows:

I. Purpose

The purpose of this Agreement is to establish a framework of cooperation for each of the Parties to provide mutual support, cooperation, and assistance for prescribed fire management, fire prevention, and fire preparedness; and for assistance on “all risk” incidents or land management activities where specific skills and/or equipment are required. This Agreement will provide for technical support and training and will allow each Party to request equipment, personnel, and appropriate personal safety items as necessary to ensure the safety of employees participating in interagency incident management efforts. Parties understand that the resources available from the City under this Agreement are limited to the resources of the Austin Water Utility Department, Wildlands Conservation Division, and the Austin Fire Department.

II. Authority

This Agreement is entered into pursuant to the Interlocal Cooperation Act, Chapter 791 Texas Government Code.

Management of prescribed fire, wildland fire, or other emergency incidents, on one or another of the Parties' land, could require resources and expertise greater than that party has on hand. It is in the best interest of each Party to have available service from the other Party to aid and assist in management of, preparation for, and response to these incidents.

It is to the mutual advantage of the TFS and the City to coordinate efforts for prevention, training for, detection, and suppression of wildfires; and management and training for prescribed fires and other incidents to improve efficiency and effectiveness.

IV. Responsibilities of the Parties

- A. Each Party will designate a contact person for the implementation of this Agreement.
- B. All requests for assistance shall be made through the appropriate contact person or designee.
- C. Upon proper request for assistance, the responding Party will return acknowledgement of any available resources requested through the appropriate contact person or designee.
- D. The responding agency will provide the requesting agency with all information available concerning resources being provided including: numeric identifier, type of equipment, number of personnel responding, and estimated time of arrival to staging.
- E. The requesting Party will establish a point of contact and staging area for the responding Party. Upon arrival the requesting Party will provide the responding Party an incident briefing, identifying the incident commander, the objectives, safety hazards, and assignment of the responding Party.
- F. Each Party will work under the supervision of the incident commander or burn boss or appropriate next level supervisor as designated by the incident commander or burn boss.
- G. Each Party will provide for compensation of its own employees and operate and maintain its own equipment.
- H. All personnel shall meet the qualifications of the National Wildfire Coordinating Group for the positions that they will occupy.
- I. When implementing this Agreement, neither Party will allow participation by persons under 18 years old, because of the hazardous or arduous duties involved during wildland fire management operations.
- J. Each Party requested through this Agreement is acting on behalf of their own agency and responsible to work within the policy and limitations of their agency.

- K. This Agreement does not require either Party to use all of its resources in assisting another Party when such depleting activity is outside of its legally mandated primary responsibilities.
- L. The mutual cooperation agreed to in this Agreement is to be implemented by each party in good faith and in a reasonable manner so as not to cause harm to that party's primary mission and duties pursuant to applicable federal, state, or local statutes, regulations, and agency policies.

V. Term, Termination

- A. This Agreement shall be effective from and after the date of execution by all parties and shall automatically renew annually on the effective date of the initial term for up to four (4) additional 12-month terms unless terminated by either party as provided for in Section V(B).
- B. This Agreement may be terminated by either party upon 60 days written notice to the other Party.

VI. Special Provisions

- A. Liability. The Party that would have been responsible for furnishing the services in the absence of this Agreement is responsible for any civil liability that arises from the furnishing of those services.
- B. Funding. This Agreement is neither a fiscal nor a funds obligation document. Any endeavor involving reimbursement or contribution of funds between Parties to this Agreement will be handled in accordance with applicable laws, regulations, and procedures. Both TFS and the City will provide for compensation of their own employees and operate and maintain their own equipment. Any expenditure of resources must be from current revenues available to the paying party.
- C. Modification. This Agreement may not be altered, amended, or modified except in writing, approved by the City Manager of the City of Austin and by the Director of the Texas Forest Service.
- D. Non-Exclusivity. This Agreement does not create and should not be regarded as an exclusive arrangement between the parties.
- E. Review. The Parties shall review their experiences in implementing this Agreement near the end of the Agreement's term and may make any modifications they deem necessary, may terminate the Agreement as provided for in Section V(B), or the Agreement will automatically renew as provided for in Section V(A).
- F. 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.
- G. 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.
- H. Venue. Venue for any cause of action arising under this Agreement shall be Brazos County, Texas.

- I. 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.
- J. Contact. Principal contacts for the parties are as provided in this section. Notices or requests for assistance under this Agreement shall be in writing, and may be given by hand delivery, U.S. mail, or telecopy (facsimile). If sent to the parties at the contact information addresses designated herein, notice shall be deemed effective upon receipt in the case of hand delivery and three days after deposit in the U.S. Mail in case of mailing. The address of the parties for all purposes shall be:

City of Austin:

Austin Water Utility Department
William Conrad, Wildland Conservation Division Manager
3621 South FM 620
Austin, TX 78738
FAX: 512-972-1665

With copies to:

Austin Water Utility Department
Lucien Ball, Fire Management Specialist
3621 South FM 620
Austin, TX 78738
FAX: 512-972-1665

And:

Austin Fire Department
Jim Linardos, Assistant Director
Wildfire Division
4201 Ed Bluestein Blvd.
Austin, TX 78721
FAX: 512-974-0141

Texas A & M Forest Service:

Mark Stanford, Fire Operations Chief
200 Technology Way, Suite 1162
College Station, TX 77845
FAX: 979-458-7347

With copy to:
Bruce Woods, Prevention and Mitigation
200 Technology Way, Suite 1162
College Station, TX 77845
FAX: 979-458-7347

WHEREFORE, premises considered, this Interlocal Agreement is executed and becomes effective on the date the last signatory affixes his signature.

CITY OF AUSTIN

By: _____ Date: _____
Michael C. McDonald
Deputy City Manager

TEXAS A&M FOREST SERVICE

By: _____ Date: _____
Tom Boggins
Director

APPROVED AS TO FORM:

By: _____ Date: _____
Michael L. Cronig
Assistant City Attorney
City of Austin
Law Department