

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 political subdivision of the State of Texas, a municipal corporation and 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 presently has an agreement with the District to provide fire fighting and Emergency Medical Services first response services to certain areas or locations within the corporate limits of the City on a fee-for-service basis

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 their mutual covenants and the benefits received by each party, the City and the District agree as follows

I Term

The term of this Agreement shall be begin on October 16, 2006 and end on April 27, 2007

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 it's employees and trainees for all bodily injuries or death incurred while providing or receiving training The District shall promptly 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 hold the City harmless for injuries to or death of volunteer fire fighters, volunteer EMS providers, employees of the District and District trainees while fighting fire or providing EMS Services
- (3) District officers, employees and trainees shall be deemed not to be City employees or agents, but 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 trainees when these personnel 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

<p style="text-align: center;">\$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</p>

(3) The automobile insurance policy should include coverage for all owned, non-owned, and hired vehicles

- E Should at anytime the number of District trainees falls below eleven (11), the District will within ten (10) days reimburse the City the amount of monthly stipends that would have been paid to the District trainees, (that withdrew or were removed from the training program), had they continued with the training program for the remainder 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
- B Any facilities or equipment to be provided by the City shall be provided "as is" and without warranty for a particular purpose or fitness

IV Immunity or Defense

It is expressly understood that the City and the District do not waive, and shall not be deemed to waive, 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 on a weekly basis to the City's Department Contracts Administrator. If this Agreement is terminated under Paragraph VI, the District shall provide the written reports through the date that this Agreement terminates

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 program ceases and the District shall reimburse the City a pro-rata payment representing time of the Agreement previously paid for by the City. The District shall 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 to this Agreement 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 paragraphs of this Agreement are held invalid by a court of competent jurisdiction, that holding (1) shall not invalidate the remainder of this Agreement, (2) shall be limited to the specific parts of this Agreement described in that holding, and (3) shall not affect the validity of this Agreement in any way or in any other instance.

IX Law Governing

All applicable federal, state, and municipal laws shall govern this Agreement.

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

Juan J Adame, 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**

By _____
Its _____
Date _____

CITY OF AUSTIN

By _____
Its _____
Date _____

APPROVED AS TO FORM

By _____
Its _____

APPROVED AS TO FORM

By _____
Assistant City Attorney