

INTERLOCAL COOPERATION CONTRACT
Between
TEXAS PARKS AND WILDLIFE DEPARTMENT
And
Austin Fire Department
For
PRESCRIBED FIRE TRAINING

This Contract is entered into by and between the Texas Parks and Wildlife Department, hereinafter referred to as "TPWD", and Austin Fire Department, hereinafter referred to as "AFD", pursuant to the authority granted by and in compliance with the provisions of the Interlocal Cooperation Act, Chapter 791, Texas Government Code. TPWD and AFD may be referred to herein collectively as "Agencies" and separately as "Agency."

I. PURPOSE

The purpose of this Contract is to provide opportunities to capitalize on prescribed fire training, which is available to AFD through the implementation of TPWD's prescribed fire operations. TPWD will mutually benefit by having additional qualified labor available to implement prescribed fires on TPWD managed properties.

The provisions of this Contract delineates each Agency's responsibilities and procedures when conducting cooperative prescribed fire operations ("BURN") performed under the management of TPWD as a part of its normal land management activities within the State of Texas.

II. RESPONSIBILITIES

A. TPWD shall:

1. Provide a primary point of contact to AFD for the purpose of notifications for each BURN.
2. Provide coordination among and between Agencies.
3. Manage, organize, and provide personnel management of each BURN, according to guidelines and requirements prescribed by TPWD policy.
4. Notify AFD of BURN opportunities and request specific equipment and personnel resources if needed.
5. Assist AFD in documenting the participation of AFD's employees in each BURN for training file purposes.

B. AFD shall:

1. Provide a primary point of contact to TPWD for the purpose of notifications for each BURN.
2. Allow TPWD to have operational control of personnel, equipment, and resources being used, unless otherwise agreed.
3. Assure that all AFD employees participating in BURN must:
 - a) Be physically capable of performing assigned duties;
 - b) Maintain certifications, knowledge, skills, and abilities necessary to operate safely and effectively in the assigned position;
 - c) Maintain support of employer for participation in activities; and
 - d) Hold appropriate National Wildfire Coordinating Group (NWCG) certification(s) or taskbooks for trainee positions.
4. Maintain a roster with qualification and fitness levels of all its employees who will be participating in the BURN and provide the roster to TPWD before each BURN.
5. Provide all tools and Personal Protective Equipment (PPE) to its employees necessary to complete performance under this Contract. All PPE must meet or exceed National Fire Protection Association (NFPA) 1977 Standard on Protective Clothing and Equipment for Firefighters (current edition).

III. ADMINISTRATIVE, FINANCIAL, AND PERSONNEL MANAGEMENT

- A. Reimbursement: TPWD will **NOT** reimburse AFD for any costs associated with its participation in the BURN, including wages, travel, per-diem, supplies or equipment. Each Agency to this Contract will be responsible for its own expenses, including but not limited to those items listed above.
- B. Funding: Any expenditure of resources must be from current revenues available to the paying Agency.
- C. Medical Care for Injury or Illness: If AFD's employee incurs an injury or illness during the performance of this Contract, TPWD will cooperate logistically with AFD to ensure AFD's employee is properly treated and medically evaluated. In the absence of AFD's management, TPWD will investigate the incident and make a determination as to whether, in its opinion, the injury or illness was work related and will notify AFD of its findings for proper processing of a Workers Compensation claim.
- D. Liability: Pursuant to Government Code §791.006(a-1), the Agencies agree to assign the liability as follows, in a manner different than that specified in §791.006(a):
1. Each Agency will be responsible for its actions, and the actions of its employees.
 2. The activities performed under this Contract shall be performed entirely at each Agency's own risk.
 3. To the extent allowed by law, each Agency releases the other Agency from the actions of its own employees.
 4. To the extent allowed by law, each Agency waives all claims against the other Agency to this Contract for compensation from any loss, damage, personal injury, or death occurring as a consequence of the performance of this Contract.
 5. TPWD certifies that it will meet all applicable insurance requirements under Section 11.355 of the Texas Parks and Wildlife Code.
- E. Compliance with Laws: All burn activities must be conducted in accordance with applicable law, including Texas Parks and Wildlife Code Chapter 11, Subchapter M, and associated TPWD regulations, and the "General Plan for Burning on TPWD Lands" document, which apply to burn activities conducted on TPWD land.

IV. POINTS OF CONTACT

TPWD Project Coordinator(s):

Wildlife Division

Statewide Fire Program Leader
Chris Schenck

Chris.Schenck@tpwd.texas.gov
903-343-2437
11942 FM 848
Tyler, TX 75707

Region I Fire Management Coordinator
Vacant

Region II Fire Management Coordinator
Wesley Evans

Wesley.Evans@tpwd.texas.gov
512-265-4158
6318 Old Mason Road
Mason, TX 76856

Region III Fire Management Coordinator
Toni Aguilar

toni.aguilar@tpwd.texas.gov
903-566-1626 ext. 223
11942 FM 848
Tyler, TX 75707

Region IV Fire Management Coordinator
Greg Pleasant

Greg.Pleasant@tpwd.texas.gov
979-540-6832
898 E. Richmond Street, Suite
104
Giddings, TX 78942

State Parks Division

State Parks Fire Program Manager
Jeff Sparks

Jeff.Sparks@tpwd.texas.gov
906-566-0535 ext. 237
12016 FM 848
Tyler, TX 75707

Wildland Fire Management Specialist
Mike Lloyd

Mike.Lloyd@tpwd.texas.gov
Office: 830-535-4733 ext. 3
7690 Hwy 46W
Pipe Creek, TX 78063

Wildland Fire Management Specialist
Kevin Ferguson

Kevin.Ferguson@tpwd.texas.gov
100 Park Road 71
Mineral Wells, TX 76067

Regional Natural Resources/Wildland
Fire Coordinator
Greg Creacy

Greg.Creacy@tpwd.texas.gov
Office: 512-308-1475 ext. 230
1174 State Hwy 71 East
Bastrop, TX 78602

AFD Project Coordinator(s):

Interim Fire Chief
Tom Dodds
Tom.Dodds@austintexas.gov
(512) 974-0130
4201 Ed Bluestein Blvd.
Austin, TX 78767

Assistant Fire Chief
Richard Davis
Richard.Davis2@austintexas.gov
(512) 974-0130
4201 Ed Bluestein Blvd.
Austin, TX 78767

Fire Battalion Chief
Joe Limon
Joe.Limon@austintexas.gov
(512) 974-0130
4201 Ed Bluestein Blvd.

Austin, TX 78767

Captain, Wildfire Division
Michael Gregg Phillips
512-974-0270
Michael.Phillips@austintexas.gov
12010 Brodie Lane
Austin, TX 78748

Lieutenant, Wildfire Division
Steve Gibbon
512-974-0270
Steven.Gibbon@Austintexas.gov
12010 Brodie Lane
Austin, TX 78748

TPWD Contract Coordinator:

Ginny Jensby, CTCM
Contract Specialist
Texas Parks and Wildlife Department
4200 Smith School Road
Austin, Texas 78744
512-389-4720 office
tpwdcontracting@tpwd.texas.gov

AFD Contract Coordinator:

Carlyn Cheney
Carlyn.Cheney@austintexas.gov
(512) 974-0130
4201 Ed Bluestein
Austin, TX 78767

V. GENERAL PROVISIONS

- A. Amendments: This Contract may be amended by mutual agreement of the Agencies. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the Agencies.
- B. Dispute Resolution: Any disputes arising from this Contract shall be resolved using Chapter 2260 of the Texas Government Code.
- C. Public Disclosure: Information, documentation and other material in connection with this Contract may be subject to public disclosure pursuant to Chapter 552 of the Texas Government Code ("the Public Information Act"). To the extent allowed by law, no public disclosures or news releases pertaining to this Contract shall be made without prior written approval of TPWD.
- D. Termination: This Contract shall terminate upon expiration of the term, unless otherwise extended or renewed as provided in accordance with the Contract terms and conditions. Either Agency may terminate this Contract upon a thirty (30) day written notice.
- E. Termination for Default: TPWD may, by written notice of default to AFD, terminate this Contract in whole or in part for cause if AFD fails to perform in full compliance with the Contract requirements, through no fault of TPWD. TPWD will provide a thirty (30) day written notice of termination to AFD of intent to terminate, and TPWD will provide AFD with an opportunity for consultation with TPWD prior to termination.

VI. PERIOD OF PERFORMANCE

This Contract shall commence on the date of the last signature and shall continue for a period of five (5) years, unless terminated earlier in accordance with other provisions of this Contract.

This Contract may be extended upon written approval by both Agencies.

Austin Fire Department

TEXAS PARKS AND WILDLIFE DEPARTMENT

By: _____

Joel G. Baker, Fire Chief
Austin Fire Department

By: _____

Brent Leisure
Division Director, State Parks

Date: _____

Date: _____

DRAFT