

**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](mailto: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](mailto: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](mailto: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](mailto: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](mailto: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](mailto: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](mailto: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](mailto: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](mailto:Tom.Dodds@austintexas.gov)  
(512) 974-0130  
4201 Ed Bluestein Blvd.  
Austin, TX 78767

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

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

Austin, TX 78767

Captain, Wildfire Division  
Michael Kregg 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](mailto:tpwdcontracting@tpwd.texas.gov)

AFD Contract Coordinator:

Carlyn Cheney  
[Carlyn.Cheney@austintexas.gov](mailto: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