

**INTERLOCAL COOPERATION CONTRACT**  
**between**  
**TEXAS PARKS AND WILDLIFE DEPARTMENT**  
**and**  
**CITY OF AUSTIN, 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 the City of Austin, Texas, acting by and through its 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 for the Agencies, through mutual cooperation, to provide opportunities for AFD personnel to engage in hands-on prescribed fire training. TPWD will make these hands-on prescribed fire training opportunities available to AFD personnel through the implementation of TPWD's prescribed fire operations for wildfire and land management. TPWD will mutually benefit by having additional qualified labor available to implement prescribed fires on TPWD managed properties.

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

**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 the Agencies.
3. Manage, organize, and provide personnel management of each BURN, according to guidelines and requirements prescribed by TPWD policy.
4. Have operational control of personnel, equipment, and resources for each BURN, unless otherwise mutually agreed by the Agencies.
5. Notify AFD of BURN opportunities and request specific equipment and personnel resources if needed.
6. 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. 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.
3. 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.
4. Provide all tools and Personal Protective Equipment (PPE) necessary to participate in a BURN. 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: Each Agency to this Contract will be responsible for its own expenses and costs related to their respective obligations under this Contract. TPWD will **NOT** reimburse AFD for any costs associated with its participation in a BURN, including wages, travel, per-diem, supplies or equipment. AFD will **NOT** reimburse TPWD for any costs associated with a BURN that involves participation by AFD, including wages, travel, per-diem, supplies or equipment.
- B. Funding: Any expenditure of resources must be from current revenues available to the paying Agency.
- C. Medical Care for Injury or Illness: If an AFD employee incurs an injury or illness during the performance of this Contract, TPWD will cooperate logistically with AFD to ensure the AFD employee is properly treated and medically evaluated. TPWD will immediately notify AFD if any AFD employee suffers or reports to TPWD an injury or illness in connection with a BURN.
- 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) For Wildlife Division	AFD Project Coordinator(s)
Statewide Fire Program Leader Chris Schenck 11942 FM 848 Tyler, TX 75707 903-343-2437 <a href="mailto:Chris.Schenck@tpwd.texas.gov">Chris.Schenck@tpwd.texas.gov</a>	Fire Chief Joel G. Baker 4201 Ed Bluestein Blvd. Austin, TX 78767 512-974-0130 <a href="mailto:Joel.baker@austintexas.gov">Joel.baker@austintexas.gov</a>
Region I Fire Management Coordinator Vacant	Assistant Fire Chief Andre delaReza 4201 Ed Bluestein Blvd. Austin, TX 78767 512-974-0147 <a href="mailto:Andre.delareza@austintexas.gov">Andre.delareza@austintexas.gov</a>
Region II Fire Management Coordinator Wesley Evans 6318 Old Mason Road Mason, TX 76856 512-265-4158 <a href="mailto:Wesley.Evans@tpwd.texas.gov">Wesley.Evans@tpwd.texas.gov</a>	Fire Division Chief Carrie Stewart 12010 Brodie Lane Austin, TX 78748 512-974-0181 <a href="mailto:Carrie.stewart@austintexas.gov">Carrie.stewart@austintexas.gov</a>

Region III Fire Management Coordinator Toni Aguilar 11942 FM 848 Tyler, TX 75707 903-566-1626 ext. 223 <a href="mailto:toni.aguilar@tpwd.texas.gov">toni.aguilar@tpwd.texas.gov</a>	Captain, Wildfire Division Doug Iannelli 12010 Brodie Lane Austin, TX 78748 512-974-0181 <a href="mailto:Doug.iannelli@austintexas.gov">Doug.iannelli@austintexas.gov</a>
Region IV Fire Management Coordinator Greg Pleasant 898 E. Richmond Street, Suite 104 Giddings, TX 78942 979-540-6832 <a href="mailto:Greg.Pleasant@tpwd.texas.gov">Greg.Pleasant@tpwd.texas.gov</a>	Lieutenant, Wildfire Division Steve Gibbon 12010 Brodie Lane Austin, TX 78748 512-974-0270 <a href="mailto:Steven.Gibbon@Austintexas.gov">Steven.Gibbon@Austintexas.gov</a>
<b>For State Parks Division</b>	<b>AFD Contract Coordinator</b>
State Parks Fire Program Manager Jeff Sparks 12016 FM 848 Tyler, Texas 75707 903-566-5698 office <a href="mailto:jeff.sparks@tpwd.texas.gov">jeff.sparks@tpwd.texas.gov</a>	Andre delaReza 4201 Ed Bluestein Blvd. Austin, TX 78767 512-974-0147 <a href="mailto:Andre.delareza@austintexas.gov">Andre.delareza@austintexas.gov</a>
State Parks Fire Specialist Kevin Ferguson 100 Park Road 71 Mineral Wells, Texas 76067 512-413-6808 office <a href="mailto:kevin.ferguson@tpwd.texas.gov">kevin.ferguson@tpwd.texas.gov</a>	
State Parks Fire Specialist Mike Lloyd SP-R3 West HQ 7690 HWY 46 West Pipe Creek, Texas 78063 830-535-4733 office <a href="mailto:mike.lloyd@tpwd.texas.gov">mike.lloyd@tpwd.texas.gov</a>	<b>TPWD Contract Coordinator</b> Kristi Glenewinkel, CTCM, CTCD Contract Specialist Texas Parks and Wildlife Department 4200 Smith School Road Austin, Texas 78744 512-389-4721 office <a href="mailto:tpwdcontracting@tpwd.texas.gov">tpwdcontracting@tpwd.texas.gov</a>
Regional Natural Resources/Wildland Fire Coordinator Greg Creacy 1174 State Hwy 71 East Bastrop, TX 78602 Office: 512-308-1475 ext. 230 <a href="mailto:Greg.Creacy@tpwd.texas.gov">Greg.Creacy@tpwd.texas.gov</a>	

## 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 or AFD.
- 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: In the event of default by one of the Agencies, the non-defaulting Agency may, by written notice of default to the defaulting agency, terminate this Contract in whole or in part for cause if the defaulting Agency fails to perform in full compliance with the Contract requirements, through no fault of the non-defaulting Agency. The non-defaulting Agency will provide a thirty (30) day written notice of termination to the defaulting Agency of intent to terminate, and the non-defaulting Agency will provide the defaulting Agency with an opportunity for consultation 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.

CITY OF AUSTIN, AUSTIN FIRE DEPARTMENT

TEXAS PARKS AND WILDLIFE DEPARTMENT

By: \_\_\_\_\_

Authorized signature  
Title

By: \_\_\_\_\_

Tammy Dunham, CTCM, CTCD  
Purchasing and Contracting Director

Date: \_\_\_\_\_

Date: \_\_\_\_\_