

AN ORDINANCE 2013-02-21-0140

AUTHORIZING AN INTERLOCAL AGREEMENT WITH THE TEXAS PARKS AND WILDLIFE DEPARTMENT THAT PROVIDES FOR LIVE-FIRE TRAINING OF SAN ANTONIO FIRE DEPARTMENT PERSONNEL IN CONNECTION WITH TPWD PRESCRIBED FIRE OPERATIONS FOR A FIVE-YEAR TERM.

WHEREAS, the Texas Parks and Wildlife Department (TPWD) needs qualified labor to assist in the implementation of its prescribed fire operations on TPWD managed properties; and

WHEREAS, the San Antonio Fire Department (SAFD) wishes to participate in those operations because it offers live-fire training opportunities that are invaluable; and

WHEREAS, the SAFD wishes to enter into an interlocal agreement with the TPWD that provides for live-fire training in connection with TPWD prescribed fire operations for a five year term; **NOW THEREFORE:**

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SAN ANTONIO:

SECTION 1. The City Manager and her designee are hereby authorized to execute the attached contract with TPWD to provide for SAFD participation in live-fire training in connection with TPWD prescribed fire operations. Said contract is attached hereto as **Exhibit I**. The terms and conditions of the contract are hereby approved.

SECTION 2. This Ordinance is effective immediately upon the receipt of eight affirmative votes; otherwise, it is effective ten days after passage.

PASSED AND APPROVED this 21st day of February, 2013.



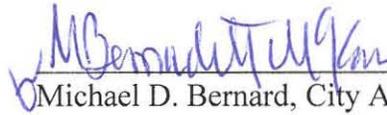
M A Y O R
Julián Castro

ATTEST:

APPROVED AS TO FORM:



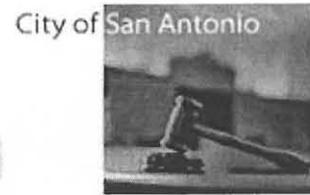
Leticia M. Vacek, City Clerk



Michael D. Bernard, City Attorney



Request for
**COUNCIL
ACTION**



Agenda Voting Results - 25

Name:	9, 10, 12, 13, 15, 16A, 16B, 17, 18, 19, 20, 21, 25, 26A, 26B, 26C						
Date:	02/21/2013						
Time:	09:56:55 AM						
Vote Type:	Motion to Approve						
Description:	An Ordinance authorizing an interlocal agreement with the Texas Parks and Wildlife Department that provides for live-fire training of San Antonio Fire Department personnel in connection with TPWD prescribed fire operations for a five year term. [Erik J. Walsh, Deputy City Manager; Charles N. Hood, Fire Chief]						
Result:	Passed						
Voter	Group	Not Present	Yea	Nay	Abstain	Motion	Second
Julián Castro	Mayor	x					
Diego Bernal	District 1		x				
Ivy R. Taylor	District 2		x				
Leticia Ozuna	District 3		x				
Rey Saldaña	District 4		x				x
David Medina Jr.	District 5		x				
Ray Lopez	District 6	x					
Cris Medina	District 7	x					
W. Reed Williams	District 8		x			x	
Elisa Chan	District 9		x				
Carlton Soules	District 10		x				

INTERLOCAL COOPERATION CONTRACT

This contract is entered into by and between the Texas Parks and Wildlife Department, hereinafter referred to as (TPWD), and City of San Antonio, Fire Department, hereinafter referred to as (Cooperator) under the authority granted and in compliance with the provisions of "The Interlocal Cooperation Act," Chapter 791 of the Texas Government Code, and Section 11.0171(a)(1)(b) of the Texas Parks and Wildlife Code.

I. PURPOSE

The purpose of this contract is to provide opportunities to capitalize on live-fire training, which is available to COOPERATOR 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. This contract delineates responsibilities and procedures for conducting cooperative prescribed fire activities.

II. SCOPE

The provisions of this contract apply to prescribed fire performed under the management of the TPWD as a part of its normal land management activities within the State of Texas.

III. 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 parties.

IV. RESPONSIBILITIES

A. TPWD shall:

1. Manage, organize and provide personnel management of the prescribed fire, according to guidelines and policy prescribed by TPWD.
2. Notify COOPERATOR of the opportunity to participate in a prescribed fire and request specific equipment and personnel resources if needed. n.
3. Assist COOPERATOR in documenting the participation of COOPERATOR's employees in a cooperative prescribed fire exercise for training file purposes.

B. The COOPERATOR shall:

1. Maintain a roster with qualification and fitness levels of all its personnel who will be participating in cooperative prescribed fire activities and provide the roster to TPWD before each cooperative prescribed fire.

2. Provide a primary point of contact to TPWD for the purpose of notification and notify TPWD of any changes to the contact information (i.e. address, phone number).
3. Provide all tools and equipment to its employees necessary to complete performance under this contract.

C. COOPERATOR's employees shall:

1. Be physically capable of performing assigned duties;
2. Maintain knowledge, skills and abilities necessary to operate safely and effectively in the assigned position; and
3. Maintain support of employer for participation in activities.

V. ADMINISTRATIVE, FINANCIAL AND PERSONNEL MANAGEMENT

A. Reimbursement:

TPWD will **NOT** reimburse COOPERATOR for wages, travel, per-diem, supplies or equipment. Each party 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 party.

C. Medical Care for Injury or Illness:

If COOPERATOR's employee incurs an injury or illness during the performance of this CONTRACT, TPWD will cooperate logistically with COOPERATOR to ensure COOPERATOR's employee is properly treated and medically evaluated. In the absence of COOPERATOR'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 COOPERATOR of its findings for proper processing of a Workers Compensation claim.

D. Liability: Pursuant to Government Code §791.006(a-1), the parties agree to assign the liability as follows, in a manner different than that specified in §791.006(a):

1. Each party 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 party's own risk.
3. To the extent allowed by law, each party releases the other party from the actions of its own employees.

4. To the extent allowed by law, each party waives all claims against the other party to this agreement for compensation from any loss, damage, personal injury, or death occurring as a consequence of the performance of this contract.

VI. POINTS OF CONTACT

TPWD

Jeff Sparks
State Parks Fire Program Manager
12016 FM 848
Tyler, TX 75707
903-566-5698
jeff.sparks@tpwd.state.tx.us

Glen Gillman
State Parks Fire Specialist
4200 Smith School Road
Austin, TX 78744
512-389-8011
glen.gillman@tpwd.state.tx.us

Mike Lloyd
State Parks Fire Specialist
SP-R3 West HQ
7690 HWY 46 West
Pipe Creek, TX 78063
830-535-4733
mike.lloyd@tpwd.state.tx.us

COOPERATOR

Noel Horan
Deputy Fire Chief
315 S. Santa Rosa Ave, Suite 2000
San Antonio, TX 78207
210-207-7818
noel.horan@sanantonio.gov

VII. GENERAL PROVISIONS

Amendments: This Contract may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

Dispute Resolution: Any disputes arising from this agreement shall be resolved using Chapter 2260 of the Texas Government Code.

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.

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 party may terminate this contract upon a thirty (30) day written notice.

Termination for Default: TPWD may, by written notice of default to the Cooperator, terminate this Contract in whole or in part for cause if the Cooperator 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 the Cooperator of intent to terminate, and TPWD will provide the Cooperator with an opportunity for consultation with TPWD prior to termination.

This Interlocal contract is made and entered into by the following parties:

TEXAS PARKS AND WILDLIFE DEPARTMENT:

Signature: _____

Name: _____

Title: _____

Date: _____

COOPERATOR

Signature: _____

Name: _____

Title: _____

Date: _____

APPROVED AS TO FORM:

Michael Bernard
City Attorney