CHW
12/17/15
Item No. 16B

AN ORDINANCE 2015-12-17-1065

AUTHORIZING AN INTERLOCAL AGREEMENT WITH THE TEXAS FOREST SERVICE TO PROVIDE FOR MUTUAL AID ASSISTANCE DURING PRESCRIBED FIRE, WILDFIRE, AND OTHER ALL-RISK INCIDENTS.

* * * * * * * * * * * *

WHEREAS, the City of San Antonio and the Texas Forest Service (TFS), a member of the Texas A&M University System and an agency of the State of Texas, engage in prescribed fire planning and implementation for the maintenance or enhancement of wildlife habitat and the reduction of hazardous fuels for the protection of life, property, and resources; and

WHEREAS, the City and the TFS have a mutual interest in protecting life, property and natural resources from wildfires and other all-risk incidents; and

WHEREAS, to meet these responsibilities safely and efficiently the City and the TFS understand the need for mutual aid assistance during prescribed fire, wildfire, and other all-risk incidents; and

WHEREAS, Chapter 791 of the Texas Government Code authorizes agreements between agencies and entities of the state and local entities; **NOW THEREFORE:**

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

SECTION 1. The City Manager and her designated representative are hereby authorized to execute an interlocal agreement with the TFS to provide for mutual aid assistance during prescribed fire, wildfire, and other all-risk incidents. A copy of said agreement is attached hereto as **Exhibit I**, and the terms of that agreement are hereby approved. Should the parties be unable to agree upon an agreement that is substantially the same as that attached hereto within ninety days of the effective date of this Ordinance, subsequent City Council action shall be required for authorization to execute the agreement.

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 17th day of December, 2015.

M A Y O R
Ivy R. Taylor

ATTEST:

Leticia M. Vacek, City Clerk

APPROVED AS TO FORM:

Martha G. Sepeda, Acting City Attorney

Agenda Item:	**16B (in consent vote: 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16A, 16B, 16C, 18, 19, 20, 21, 22, 23, 24, 25, 26)**
Date:	12/17/2015
Time:	10:36:15 AM
Vote Type:	Motion to Approve
Description:	An Ordinance authorizing an interlocal agreement with the Texas Forest Service to provide for mutual aid assistance during prescribed fire, wildfire, and other all-risk incidents.
Result:	Passed

Voter	Group	Not Present	Yea	Nay	Abstain	Motion	Second
Ivy R. Taylor	Mayor		x				
Roberto C. Treviño	District 1		x			x	
Alan Warrick	District 2		x				
Rebecca Viagran	District 3		x				
Rey Saldaña	District 4		x				
Shirley Gonzales	District 5		x				
Ray Lopez	District 6		x				
Cris Medina	District 7		x				
Ron Nirenberg	District 8		x				
Joe Krier	District 9		x				
Michael Gallagher	District 10		x				x

INTERLOCAL AGREEMENT
BETWEEN
THE CITY OF SAN ANTONIO
AND
THE TEXAS FOREST SERVICE

This Interlocal Agreement, which is entered into pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, is made by and between the Texas Forest Service (TFS), a member of the Texas A&M University System and an agency of the State of Texas, and the City of San Antonio, Texas (CITY), a home-rule municipality and political subdivision of the State of Texas.

WHEREAS, the CITY and the TFS engage in prescribed fire planning and implementation for the maintenance or enhancement of wildlife habitat and the reduction of hazardous fuels for the protection of life, property, and resources; and

WHEREAS, the CITY and the TFS have a mutual interest in protecting life, property and natural resources from wildfires and other all-risk incidents; and

WHEREAS, to meet these responsibilities safely and efficiently the CITY and the TFS understand the need for mutual aid assistance during prescribed fire, wildfire, and other all-risk incidents; and

WHEREAS, Chapter 791 of the Texas Government Code authorizes agreements between agencies and entities of the state and local entities; NOW THEREFORE:

I. Purpose and Statement of Mutual Benefit

1.1 The purpose of this Agreement is to establish a framework of cooperation for each of the Parties to provide mutual support, cooperation and assistance for prescribed fire management, fire prevention, fire preparedness; and for assistance on all-risk incidents or land management activities where specific skills and/or equipment are required. This Agreement also provides for technical support and training; and will allow each Party to request equipment, personnel, and appropriate personal safety items, as necessary, to ensure the safety of employees participating in interagency incident management efforts.

1.2 Management of prescribed fire, wildland fire, or other emergency incidents, on one or another of the Parties' land, could require greater resources and expertise than that Party can handle. It is in the best interest of each Party to have available service from the other Party to aid and assist them in management of, preparation for, and response to, these incidents. It is to the mutual advantage of the TFS and the CITY to coordinate efforts for prevention of, training for, detection, and suppression of wildfires; and management and training for prescribed fires and other incidents to improve efficiency and effectiveness.

Exhibit I

II. Term and Termination

2.1 This Agreement shall be effective from and after the date of execution by all parties and shall expire twelve months from that date, unless previously terminated or extended pursuant to the provisions of this Agreement.

2.2 This Agreement may be renewed annually to extend the total term up to five years.

2.3 This Agreement may be terminated by either party upon sixty days' written notice to the other Party.

III. Responsibilities of the Parties

3.1 Each Party will designate a contact person for the implementation of this Agreement.

3.2 All requests for assistance shall be made through the appropriate contact person or designee.

3.3 Upon proper request for assistance, the responding Party will return acknowledgement of any available resources requested through the appropriate contact person or designee.

3.4 The responding agency will provide the requesting agency with all information available concerning resources being provided, including numeric identifier, type of equipment, number of personnel responding, and estimated time of arrival to staging.

3.5 The requesting Party will establish a point of contact and staging area for the responding Party. Upon arrival, the requesting Party will provide the responding Party an incident briefing, identifying the incident commander, the objectives, the safety hazards, and the assignment of the responding Party.

3.6 Each Party will work under the supervision of the incident commander or burn boss or appropriate next level supervisor, as designated by the incident commander or burn boss.

3.7 Each Party will provide for compensation of its own employees and operate and maintain its own equipment.

3.8 All personnel shall meet the qualifications of the National Wildfire Coordinating Group for the positions that they will occupy.

3.9 When implementing this Agreement, neither Party will allow participation by persons under eighteen years of age because of the hazardous or arduous duties involved during wildland fire management operations.

3.10 Each Party requested through this Agreement is acting on behalf of its own agency and is responsible for working within the policy and limitations of its agency.

3.11 This Agreement does not require either Party to use all of its resources in assisting another Party, when such depleting activity is outside of its legally mandated primary responsibilities.

3.12 The mutual cooperation agreed to in this Agreement is to be implemented by each Party in good faith and in a reasonable manner, so as not to cause harm to that Party's primary mission and duties pursuant to applicable federal, state, or local statutes, regulations, and agency policies.

IV. Special Provisions

4.1 Liability. The Party that would have been responsible for furnishing the services in the absence of this Agreement is responsible for any civil liability that arises from the furnishing of those services.

4.2 Funding. This Agreement is neither a fiscal nor a funds obligation document. Any endeavor involving reimbursement or contribution of funds between Parties to this Agreement will be handled in accordance with applicable laws, regulations, and procedures. Both TFS and the CITY will provide for compensation of their own employees and operate and maintain their own equipment. Any expenditure of resources must be from current revenues available to the paying Party.

4.3 Modification. This Agreement may not be altered, amended, or modified except in writing, approved by the City Manager of the CITY and by the Director of the Texas Forest Service.

4.4 Non-Exclusivity. This Agreement does not create and should not be regarded as an exclusive arrangement between the Parties.

4.5 Review. The Parties shall review their experiences in implementing this Agreement near the end of the Agreement's term. At that time, the Parties shall decide whether to renew, modify or terminate the Agreement.

4.6 No Partnerships. This Agreement shall not make or be deemed to make any Party to this Agreement an agent for or the partner of any other Party.

4.7 Attorney Fees. If any action at law or equity, including any action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, each Party to the litigation shall bear its own attorney's fees and costs.

4.8 Entire Agreement. This Agreement contains the entire agreement of the Parties with respect to the matters covered by this Agreement, and no other agreement, statement, or promise made by any Party, or to any employee, officer, or agent of any Party, which is not contained in this Agreement, shall be binding or valid.

4.9 Contact. Principal contacts for the Parties are as provided in this section. Notices or

requests for assistance under this Agreement shall be in writing and may be given by hand delivery, U.S. mail, or telecopy (facsimile). If sent to the Parties at the contact information addresses designated herein, notice shall be deemed effective upon receipt in the case of hand delivery and three days after deposit in the U.S. Mail in case of mailing. The address of the Parties for all purposes shall be:

City of San Antonio:

Charles N. Hood, Fire Chief
Public Safety Headquarters
315 South Santa Rosa, 2nd Floor
San Antonio, Texas 78207
FAX: 210-207-8542

With copy to:

Lawrence Trevino, District Chief
Emergency Operations Center
8130 Inner Circle
San Antonio, Texas 78235
FAX: 210-206-8570

Texas Forest Service:

Mark Stanford, Fire Operations Chief
John B. Connally Building
301 Tarrow, Suite 304
College Station, Texas 77840-7896
FAX: 979-458-7347

With copy to:

Bruce Woods, Prevention and Mitigation
John B. Connally Building
301 Tarrow, Suite 304
College Station, Texas 77840-7896
FAX: 979-458-7347

AGREED TO AND EXECUTED to be effective on the date of the last Party's signature.

CITY OF SAN ANTONIO

_____
Sheryl Sculley
City Manager

Date:_____

TEXAS FOREST SERVICE

_____
Tom Boggus
Director

Date:_____

Approved as to Form:

_____
Martha G. Sepeda
Acting City Attorney