

RESOLUTION 2021-R 37

A RESOLUTION OF THE CITY COUNCIL OF NEW BRAUNFELS, TEXAS, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN INTERLOCAL AGREEMENT WITH TEXAS PARKS AND WILDLIFE DEPARTMENT TO PROVIDE PRESCRIBED FIRE TRAINING FOR THE NEW BRAUNFELS FIRE DEPARTMENT.

WHEREAS, The City of New Braunfels and Texas Parks and Wildlife Department wish to provide opportunities to the New Braunfels Fire Department to capitalize on prescribed fire training; and

WHEREAS, the Texas Parks and Wildlife Department makes prescribed fire training available to the New Braunfels Fire Department through its prescribed fire operations; and

WHEREAS, the City of New Braunfels and Texas Parks and Wildlife Department mutually benefit from having qualified New Braunfels Fire Department personnel assist with prescribed fires on TPWD managed properties.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF NEW BRAUNFELS, TEXAS;

THAT, the City of New Braunfels City Council authorizes its City Manager to enter into an interlocal Agreement, attached hereto as Exhibit A, with Texas Parks and Wildlife Department for the purpose of providing opportunities to the New Braunfels Fire Department to participate in prescribed fires on TPWD managed properties.

ADOPTED AND APPROVED on this the 14th day of June 2021.

CITY OF NEW BRAUNFELS, TEXAS

Rusty Brockman, Mayor

ATTEST

Caitlin Krobot, City Secretary

INTERLOCAL COOPERATION CONTRACT
between
TEXAS PARKS AND WILDLIFE DEPARTMENT
and
NEW BRAUNFELS 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 New Braunfels Fire Department, hereinafter referred to as "NBFD", pursuant to the authority granted by and in compliance with the provisions of the Interlocal Cooperation Act, Chapter 791, Texas Government Code. TPWD and NBFD 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 NBFD 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 delineate 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 NBFD 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 NBFD of BURN opportunities and request specific equipment and personnel resources if needed.
5. Assist NBFD in documenting the participation of NBFD's employees in each BURN for training file purposes.

B. NBFD 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 NBFD 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 NBFD 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 NBFD's employee incurs an injury or illness during the performance of this Contract, TPWD will cooperate logistically with NBFD to ensure NBFD's employee is properly treated and medically evaluated. In the absence of NBFD'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 NBFD 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):

Jeff Sparks
State Parks Fire Program Manager
12016 FM 848
Tyler, Texas 75707
903-566-5698 office
jeff.sparks@tpwd.texas.gov

Kevin Ferguson
State Parks Fire Specialist
100 Park Road 71
Mineral Wells, Texas 76067
512-413-6808 office
kevin.ferguson@tpwd.texas.gov

Mike Lloyd
State Parks Fire Specialist
SP-R3 West HQ
7690 HWY 46 West
Pipe Creek, Texas 78063
830-535-4733 office
mike.lloyd@tpwd.texas.gov

NBFD Project Coordinator(s):

Tyler Hindman, Captain - Fire Station 6
209 Stone Gate Dr
New Braunfels, Texas 78130
806-683-1659
chindman@nbtexas.org

Patrick O'Connell, Fire Chief
209 Stone Gate Dr
New Braunfels, Texas 78130
806-683-1659
(no email provided)

TPWD Contract Coordinator:

Jennifer O'Leary, CTCM, CTCD
Contract Specialist
4200 Smith School Road
Austin, Texas 78744
512-389-4779 office
tpwdcontracting@tpwd.texas.gov

NBFD Contract Coordinator:

Tyler Hindman, Captain - Fire Station 6
209 Stone Gate Dr
New Braunfels, Texas 78130
806-683-1659
chindman@nbtexas.org

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 NBFD, terminate this Contract in whole or in part for cause if NBFD 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 NBFD of intent to terminate, and TPWD will provide NBFD 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.

CITY OF NEW BRAUNFELS

By: 
Authorized Signature

Date: 6/24/21

TEXAS PARKS AND WILDLIFE DEPARTMENT

By:  CTCM, CTCD, for
Tammy Dunham, CTCM, CTPM
Purchasing and Contracting Director

Date: 7/15/2021