



## CITY OF PLANO COUNCIL AGENDA ITEM

<b>CITY SECRETARY'S USE ONLY</b>					
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory					
Council Meeting Date:		01/14/13			
Department:		Fire			
Department Head		Brian Crawford, Fire Chief			
Agenda Coordinator (include phone #): <b>Cynthia Morgan, ext. 7164</b>					
<b>CAPTION</b>					
<p>A Resolution of the City Council of the City of Plano, Texas, approving the terms and conditions of an Interlocal Cooperation Contract by and between Texas Parks and Wildlife Department and the City of Plano (Plano Fire-Rescue); authorizing its execution by the City Manager or his authorized designee; and providing an effective date.</p>					
<b>FINANCIAL SUMMARY</b>					
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP					
FISCAL YEAR:	<b>2012-13 through 2016-17</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
Budget		0	0	0	0
Encumbered/Expended Amount		0	0	0	0
This Item		0	0	0	0
<b>BALANCE</b>		0	0	0	0
<b>FUND(S):    N/A</b>					
<p><b>COMMENTS:</b> This item has no fiscal impact.  <b>STRATEGIC PLAN GOAL:</b> Interlocal training contracts relate to the City's Goals of Safe Large City and Financially Strong City with Service Excellence.</p>					
<b>SUMMARY OF ITEM</b>					
<p>The purpose of this contract is to provide opportunities to capitalize on live-fire training, which is available to Plano Fire-Rescue through the implementation of the Texas Parks and Wildlife Department's (TPWD) 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.</p>					
<p>The 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 the contract, and may be extended upon written approval by both parties.</p>					



**CITY OF PLANO  
COUNCIL AGENDA ITEM**

List of Supporting Documents: Resolution, Memo, & Contract (Exhibit A)	Other Departments, Boards, Commissions or Agencies



## MEMORANDUM

**Date:** December 19, 2012  
**To:** Jim Dickerson, Assistant Fire Chief, Emergency Services  
**From:** Kelly Helm, Battalion Chief, Special Operations  
**Subject:** Interlocal Cooperation Contract – Texas Parks and Wildlife Department

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Attached is an Interlocal Cooperation Contract that I recommend entering into with the Texas Parks & Wildlife Department (TPWD). The purpose of the agreement is to give us permission to send our wildland personnel to assist/train with TPWD personnel on “prescribed burns.” The contract is good for five (5) years from the date of the last signature.

Currently, we have thirty (30) personnel trained in basic wildland firefighting. Twenty-two (22) of these trained individuals have volunteered to start a Position Task Book (PTB) to reach the next level of certification, Firefighter 1 / ICT 5. Each PTB lists the competencies, behaviors, and tasks required for successful performance in specific positions. Trainees must be observed completing all tasks and show knowledge and competency in their performance during the completion of this PTB. One requirement to successful completion of the PTB is that trainees must attend prescribed burns and actual incidents. Entering into the interlocal contract with TPWD will ensure that we are at least contacted when they are planning prescribed burns.

The trainees will gain valuable knowledge, skills, and abilities by obtaining the Firefighter I / ICT 5 certification. Although this certification isn’t required to mobilize with TIFMAS, it does strengthen the individual’s confidence and KSA’s while on the frontline of a wildland fire. As a Chief Officer, I want to provide every opportunity possible for our firefighters to receive quality training in order to be safe and successful.

Victoria in the Legal Department has reviewed this contract and approved it, and I am submitting it to be placed on the City Council Agenda of January 14, 2013, for final approval and implementation.

Please contact me if you have any questions, comments, or concerns.

**A Resolution of the City Council of the City of Plano, Texas, approving the terms and conditions of an Interlocal Cooperation Contract by and between Texas Parks and Wildlife Department and the City of Plano (Plano Fire-Rescue); authorizing its execution by the City Manager or his authorized designee; and providing an effective date.**

**WHEREAS**, the City Council has been presented a proposed contract to provide opportunities to capitalize on live-fire training, which is available to Plano Fire-Rescue through the implementation of Texas Parks and Wildlife Department's (TPWD) 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. A copy is attached hereto as Exhibit "A" and incorporated herein by reference (hereinafter called "Contract"); and,

**WHEREAS**, upon full review and consideration of the Contract, and all matters attendant and related thereto, the City Council is of the opinion that the terms and conditions thereof should be approved, and that the City Manager or his authorized designee shall be authorized to execute it on behalf of the City of Plano.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, THAT:**

**Section I.** The terms and conditions of the Contract, having been reviewed by the City Council of the City of Plano and found to be acceptable and in the best interests of the City of Plano and its citizens, are hereby in all things approved.

**Section II.** The City Manager or his authorized designee is hereby authorized to execute the Contract and all other documents in connection therewith on behalf of the City of Plano, substantially according to the terms and conditions set forth in the Contract.

**Section III.** This Resolution shall become effective immediately upon its passage.

**DULY PASSED AND APPROVED** this the 14th day of January, 2013.

\_\_\_\_\_  
Phil Dyer, MAYOR

ATTEST:

\_\_\_\_\_  
Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

\_\_\_\_\_  
Diane C. Wetherbee, CITY ATTORNEY

## **INTERLOCAL COOPERATION CONTRACT**

This contract is entered into by and between the Texas Parks and Wildlife Department, hereinafter referred to as (TPWD), and Plano Fire-Rescue, 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.
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](mailto: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](mailto: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](mailto:mike.lloyd@tpwd.state.tx.us)

### COOPERATOR

Brian Crawford  
Fire Chief  
Plano Fire-Rescue  
1901 K Avenue  
Plano, TX 75074  
972-941-7159  
[briancr@plano.gov](mailto:briancr@plano.gov)

Jim Dickerson  
Assistant Chief-Emergency Services  
Plano Fire-Rescue  
1901 K Avenue  
Plano, TX 750674  
972-941-5459  
[jimmyd@plano.gov](mailto:jimmyd@plano.gov)

Kelly Helm  
Battalion Chief-Special Ops  
Plano Fire-Rescue  
1901 K Avenue  
Plano, TX 75074  
972-941-7638  
[kellyh@plano.gov](mailto:kellyh@plano.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.

**Indemnification: TO THE EXTENT ALLOWED BY LAW, COOPERATOR SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE STATE OF TEXAS, ITS OFFICERS, AND EMPLOYEES, AND TPWD, ITS OFFICERS, AND EMPLOYEES AND CONTRACTORS, FROM AND AGAINST ALL CLAIMS, ACTIONS, SUITS, DEMANDS, PROCEEDINGS, COSTS, DAMAGES, AND LIABILITIES, INCLUDING WITHOUT LIMITATION ATTORNEYS' FEES AND COURT COSTS, ARISING OUT OF, CONNECTED WITH, OR RESULTING FROM ANY ACTS OR OMISSIONS OF COOPERATOR OR ANY AGENT, EMPLOYEE, SUBCONTRACTOR, OR SUPPLIER OF COOPERATOR IN THE EXECUTION OR PERFORMANCE OF THIS AGREEMENT. COOPERATOR SHALL COORDINATE ITS DEFENSE WITH THE TEXAS ATTORNEY GENERAL AS REQUESTED BY TPWD.**

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

**TEXAS PARKS AND WILDLIFE DEPARTMENT:**

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**COOPERATOR**

Signature: \_\_\_\_\_  
Name: Brian A. Crawford  
Title: Fire Chief  
Date: \_\_\_\_\_