

AN ORDINANCE 2013-10-03-0683

**APPROVING AN INTERLOCAL AGREEMENT WITH THE TEXAS A&M ENGINEERING EXTENSION SERVICE FOR USE BY THE SAN ANTONIO FIRE DEPARTMENT OF A SWIFTWATER AND FLOOD RESCUE BOAT AND ASSOCIATED RESCUE EQUIPMENT.**

\*\*\*\*\*

**WHEREAS**, the Texas A&M Engineering Extension Service (TEEX), acting on behalf of Texas Task Force One, has offered to consign to the San Antonio Fire Department (SAFD) a swiftwater and flood rescue boat and associated rescue equipment to be used for emergency response to rescues and evacuations during rising flood waters and swiftwater emergencies; and

**WHEREAS**, said consignment would be through March 1, 2015; **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 an interlocal agreement with TEEX to provide for the consignment of a swiftwater and flood rescue boat and associated rescue equipment to the SAFD. The terms and conditions of the agreement attached hereto as **Exhibit I** 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.

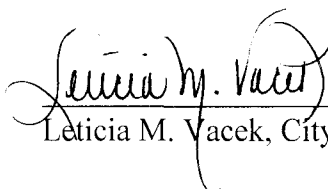
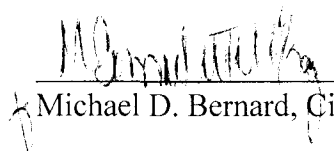
**PASSED AND APPROVED** this 3rd day of October, 2013.



**M A Y O R**  
Julián Castro

**ATTEST:**

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Leticia M. Vacek, City Clerk  
\_\_\_\_\_  
Michael D. Bernard, City Attorney

<b>Agenda Item:</b>	<b>16 ( in consent vote: 5, 6, 7, 8, 9, 11, 12, 13, 15, 16, 17, 18, 19 )</b>						
<b>Date:</b>	10/03/2013						
<b>Time:</b>	10:50:26 AM						
<b>Vote Type:</b>	Motion to Approve						
<b>Description:</b>	An Ordinance approving an interlocal agreement with the Texas A&M Engineering Extension Service for use by the San Antonio Fire Department of a swift water and flood rescue boat and associated rescue equipment. [Erik J. Walsh, Deputy City Manager; Charles N. Hood, Fire Chief]						
<b>Result:</b>	Passed						
<b>Voter</b>	<b>Group</b>	<b>Not Present</b>	<b>Yea</b>	<b>Nay</b>	<b>Abstain</b>	<b>Motion</b>	<b>Second</b>
Julián Castro	Mayor		x				
Diego Bernal	District 1		x				
Ivy R. Taylor	District 2		x				
Rebecca Viagran	District 3		x				
Rey Saldaña	District 4		x				
Shirley Gonzales	District 5		x				
Ray Lopez	District 6		x				x
Cris Medina	District 7		x				
Ron Nirenberg	District 8		x			x	
Elisa Chan	District 9		x				
Carlton Soules	District 10		x				



Contract: 48-10020

**Memorandum of Agreement**

**Between**

**The Texas A&M Engineering Extension Service  
on Behalf of its Texas Task Force One (TX-TF1)**

**And**

**San Antonio Fire Department**

This Memorandum of Agreement (MOA) is entered into this the 5<sup>th</sup> day of February, 2013 between Texas A&M Engineering Extension Service on behalf of its Texas Task Force One (TX-TF1) and San Antonio Fire Department (Participating Agency).

**I. Purpose**

The Swiftwater and Flood Rescue program sponsored by TX-TF1 and the State of Texas is a robust response capability serving the State of Texas. Personnel are provided by Participating Agencies that certify the credentials of their participating members using the latest NFPA 1006 Standard for Technical Rescuer Professional Qualifications.

Statistics show that 90 percent of savable victims of flooding disasters are saved within the first few hours following such an occurrence. Regional water rescue teams increase the opportunity to successfully rescue survivors of natural disasters. The regional water rescue teams are made up of TX-TF1 Participating Agencies which can respond as needed for developing swiftwater and flooding instances.

In an effort to increase the effectiveness of the Swiftwater and Flood Rescue program, by continually building Participating Agency capacity and capabilities, certain emergency response equipment (flood and swift water rescue boats and related equipment) can be consigned by TX-TF1 to Participating Agencies to improve local, regional and state response capabilities.

**II. Scope**

The provisions of this MOA apply to consignment of State of Texas owned equipment for the express purpose of providing specialized equipment necessary for emergency response to rescues and evacuations during rising flood waters and swift water emergencies.





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These responses may be local or regional to the Participating Agency or may be state wide or in the case of an Emergency Management Assistance Compact (EMAC) request, to other states.

The Participating Agency must already have an active MOU with TX-TF1 (through their members).

### III. Period of Performance

This MOA shall begin as of the date of the last signature and shall be in force until the 1<sup>st</sup> day of March, 2015 or until terminated by one or both parties by 30 day written notice. Prior to or on the termination date, this MOA may be reviewed for re-issuance and affirmed with the signing of a new MOA between both parties.

### IV. Definitions

1. **Equipment:** The TX-TF1 emergency response equipment described in Appendix.
2. **Member:** An individual who has been formally accepted into TX-TF1, meeting all requirements for skills and knowledge, and is in good standing with regard to compliance of necessary training and fitness.
3. **State:** for the purpose of this MOA, the State of Texas through the Texas Division of Emergency Management (TDEM).
4. **Task Force/Strike Team:** an integrated collection of personnel and equipment meeting standardized capability criteria for addressing search and rescue needs during disasters.
5. **Task Force Sponsored Training:** training and/or exercises performed at the direction, control and funding of TX-TF1.

### V. Responsibilities

#### A. TX-TF1 Responsibilities:

1. TX-TF1 shall determine and provide Equipment for consignment based on the needs associated with the geographical area of response of the Participating Agency.
2. TX-TF1 shall endeavor to provide the Equipment in good working order with associated supplies and equipment necessary for emergency response and maintenance of the Equipment.



3. TX-TF1 will provide training in the maintenance and reporting requirements of the Equipment.
4. TX-TF1 will direct and coordinate the maintenance and or repair of the Equipment not associated with routine maintenance.
5. TX-TF1 will reimburse the Participating Agency for costs associated with state deployment or EMAC response of the Equipment including fuel for the Equipment and equipment necessary for the towing of the Equipment subject to TX-TF1's procedures for such reimbursements. All costs incurred by the Participating Agency for activities outside of a state deployment or EMAC response are the sole responsibility of the Participating Agency and are not subject to reimbursement request of TX-TF1.

**B. The Participating Agency responsibilities:**

1. Participating Agency shall make the Equipment available for Task Force sponsored training and response when requested by TX-TF1 and the State of Texas.
2. Participating Agency may only use the Equipment for the intended purpose under this MOA.
3. Participating Agency may use the assigned Equipment for local or regional response and or training outside of a State of Texas deployment or EMAC request but does so at its own expense.
4. Participating Agency shall provide qualified staffing (members with a current individual MOU with TX-TF1) in number and skill level that is required for the safe utilization of the Equipment for each response as provided for in the Water Strike Team SOP.
5. Participating Agency shall provide the Equipment and staffing within the timeline set by TX-TF1 (Notification (N) + 1 Hour (H) + Travel Time to area of deployment (T)).
6. If the Participating Agency is unable to accept a deployment mission, the Participating Agency shall make all Equipment available for temporary reassignment by TX-TF1 to other member agencies or personnel.
7. Participating Agency shall store all Equipment indoors and in a secure facility.
8. Participating Agency shall perform and document routine and preventive maintenance of the Equipment.

9. Participating Agency shall provide for the repair or replacement of the Equipment if damaged, lost or stolen when not being used, maintained or stored in an agreed upon manner or by individuals not approved by TX-TF1 in the use of the Equipment.
10. Participating Agency shall provide monthly updates to TX-TF1 on the use of the Equipment and standard records indicating the regular maintenance of the equipment in accordance with TX-TF1 policy.
11. Participating Agency shall make water Equipment available for inspection by officials of TX-TF1 on a semi-annual basis.
12. Participating Agency shall make communications Equipment available for inspection by officials of TX-TF1 on a quarterly basis, i.e. quarterly Water Rescue Work Group meetings.
13. Upon termination of the MOU by either party, the Participating Agency shall return the Equipment to TX-TF1 in the same condition as when it was received with considerations for acceptable wear and tear.

#### **IV. General Provisions**

##### **A. Title**

1. The Equipment remains the property of TX-TF1 and Participating Agency may not encumber the title to the Equipment in any way.
2. Participating Agency may not modify, transfer, or loan the Equipment to a third party without the written permission of TX-TF1.

##### **B. Liability**

1. TX-TF1 provides the Equipment "as is," with no representations or warranties as to its condition or fitness for a particular purpose.
2. Each party is solely responsible for its own acts under this MOA to the extent permitted under the laws of the State of Texas.
3. Except as specifically provided, each party shall bear its own costs and expenses incurred under this MOA without expectation of reimbursement from the other party.



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4. Participating Agency assumes all risk and liability of property damage, personal injury and death resulting from use of the Equipment. Participating Agency shall, to the extent allowed by law, release and indemnify for any claim related to Participating Agency's use of the Equipment.

Participating Agency hereby acknowledge that they have read and understand this entire MOA. All oral or written agreements between the parties hereto relating to the subject matter of this MOA that were made prior to the execution of this MOA have been reduced to writing and are contained herein. Participating Agency shall abide by all terms and conditions specified herein and certify that the information provided to TX-TF1 is true and correct in all respects to the best of their knowledge and belief.

This MOA is entered into by the following parties:

TEXAS A&M ENGINEERING EXTENSION SERVICE, on behalf of its Texas Task Force One:

Authorized Signature: [Signature] Printed Name: Sue Shahan Gary Sera Date: 3-8-13
200 Technology Way Address College Station City TX, 77845 State, Zip
(979) 458-0849 Phone Number

PARTICIPATING AGENCY: San Antonio Fire Department Agency Name

Authorized Signature: [Signature] Printed Name: Brendan Pohlen Date:
115 Auditorium Circle Address San Antonio City Texas, 78205 State, Zip
Phone Number





# Texas Task Force 1

## Pre-Positioned Boat Information Sheet



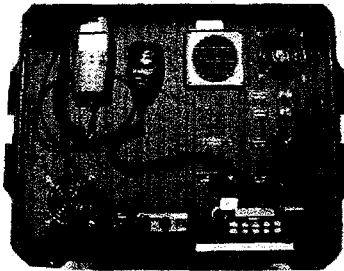
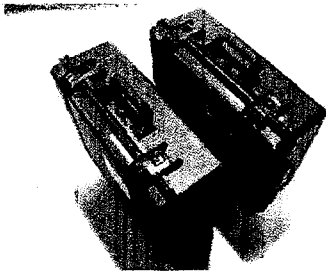
<b>Agency</b>	San Antonio Fire Department		
<b>Boat Model</b>	Zodiac FC-420	<b>Hull ID#</b>	ESXDCB210KJ405
<b>Motor Model</b>	2003 Mercury 40M	<b>Motor Ser. #</b>	OT680693
<b>Trailer Mfg/Model</b>	Magic Tilt	<b>Trailer VIN</b>	1M5BM161X61E00560
<b>Trailer Lic. #</b>	914-227		





# Texas Task Force 1

## Pre-Positioned G2 Multi-mission Communicator Information Sheet



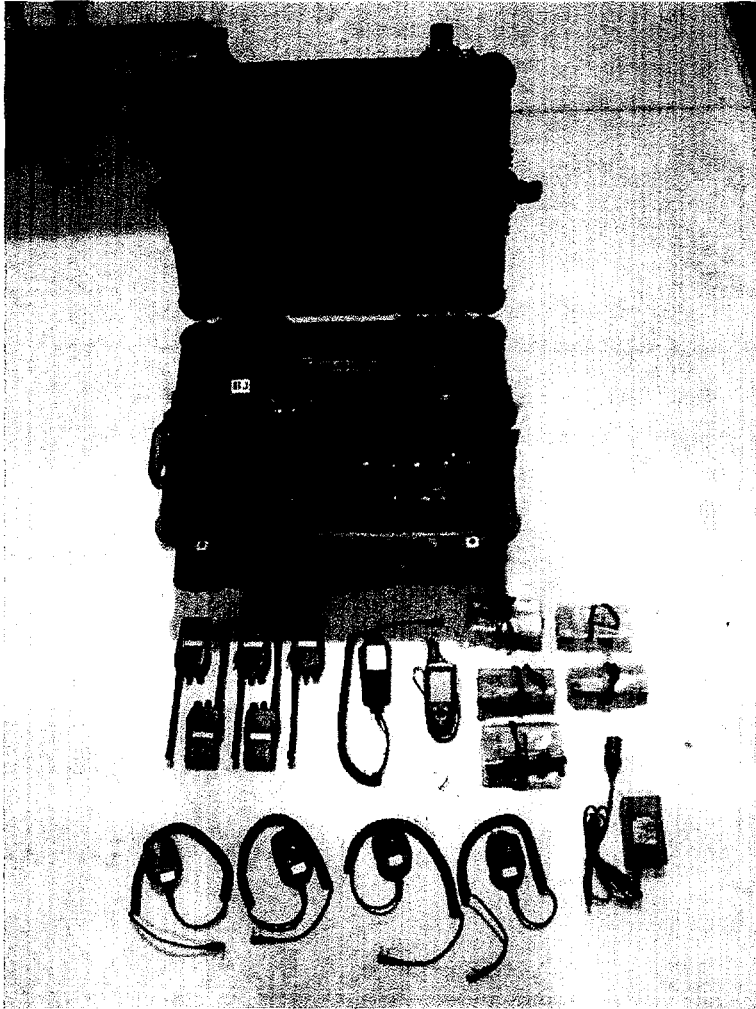
<b>Agency</b>	San Antonio Fire Department
<b>Unit #</b>	G2-05
<b>Serial Number</b>	105
<b>ESN #</b>	16411599
<b>DN#</b>	1787
<b>Toll Free Number</b>	(877) 406-4175
<b>500 Number</b>	500-180-4572





# Texas Task Force 1

## Pre-Positioned Infinity Radio Box Information Sheet



<b>Agency</b>	San Antonio Fire Dept.
<b>Box #</b>	Bravo 2

**Radio Box Inventory**

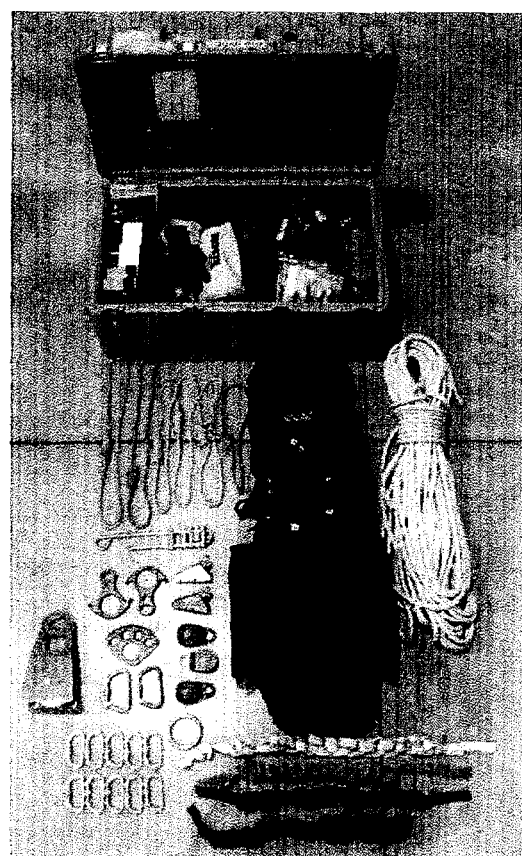
<b>Item</b>	<b>Serial Number</b>	<b>Qty</b>
Pelican Case		1
Infinity VHF Radio	080104N0015 PG	1
Infinity VHF Radio	080104N0092 PG	1
Infinity VHF Radio	080104N0068 PG	1
Infinity VHF Radio	080104N0084 PG	1
Infinity VHF Radio	080104N0069 PG	1
Infinity Radio Battery		10
6-Bank Charger		1
AC Adaptor for Charger		1
GPS Mic	W708 000027	1
GPS Mic user guide		1
Lapel Mic		4
Garmin 60CSx GPS	118358054	1
Garmin GPS User Guide		1
Garmin GPS computer USB cable		1
Radio Dry Bag		5





# Texas Task Force 1

## Pre-Positioned Rescue Squad Box Information Sheet



<b>Agency</b>	San Antonio Fire Dept.
<b>Box #</b>	W-5

**Squad Rescue Box Inventory**

<b>Item</b>	<b>Qty</b>
Throw bag, water rescue, 75' x 3/8"	4
Ascender, Gibbs	2
Bag, dry, NRS	1
Batteries, AA, 24 pack	1
Batteries, AAA, 18 pack	1
Batteries, C, 12 pack	1
Carabiner, steel, locking "D", large	2
Carabiner, aluminum, locking "D"	10
Figure Eight, descender, rope, with ears	2
Paint, spray, flourescent	4
Flashlight, Pelican	3
Gloves, latex, L (1 box)	1
Gloves, latex, XL (1 box)	1
Gloves, water rescue, pr.	3
Harness, Full body, Class II	2
Light stick, Cyalume, chem light, 12 hr. duration, green	10
Light stick, Cyalume, chem light, 12 hr. duration, red	10
Light stick, Cyalume, chem light, 12 hr. duration, yellow	10
Signaling kit (flare, smoke, aerial)	3
Plate, rigging, bear paw	1
Light, headlamp, LED type	3
Light, strobe, PFD type, Firefly 3, Solas	3
Prusiks, 7mm, 4'-6'	6
Throw bag, water rescue, 75' x 3/8"	4
Webbing, 1" x 20'	4
Pulley, knot passing, Kootenay	1
Pulley, single, 2"	3
Rack, brake bar, rappel, 6 bar	1
Ring, rigging, steel	1
Rope, life line, 1/2" x 200'	1

