

AN ORDINANCE **2016-11-03-0860**

**AUTHORIZING AGREEMENTS WITH THE TEXAS A&M  
FOREST SERVICE TO PROVIDE FUEL REDUCTION  
SERVICES TO MITIGATE WILDFIRE RISKS TO THE  
CITY OF SAN ANTONIO.**

\* \* \* \* \*

**WHEREAS**, wildfire threats are increasing in urban areas, putting homes, lives, infrastructure, and resources at risk; and

**WHEREAS**, the City of San Antonio is particularly vulnerable to wildfire because of its extensive undeveloped land within its boundaries and the frequent drought conditions it experiences; and

**WHEREAS**, the Texas A&M Forest Service has offered to provide fuel reduction services to the City to mitigate the wildfire risk; and

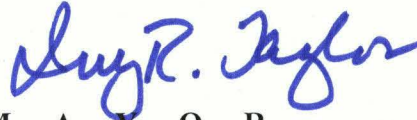
**WHEREAS**, Chapter 791 of the Texas Government Code authorizes agreements between local governments and agencies of the state; **NOW THEREFORE:**

**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 interlocal agreements with the Texas A&M Forest Service, in substantially the same form as that agreement attached hereto as **Exhibit I**, to provide for fuel reduction services to mitigate the wildfire risk to the City of San Antonio.

**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 November, 2016.

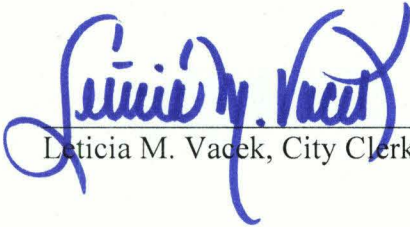


M A Y O R

Ivy R. Taylor

**ATTEST:**

**APPROVED AS TO FORM:**



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Leticia M. Vacek, City Clerk



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City Attorney

<b>Agenda Item:</b>	18						
<b>Date:</b>	11/03/2016						
<b>Time:</b>	09:23:24 AM						
<b>Vote Type:</b>	Motion to Approve						
<b>Description:</b>	An Ordinance authorizing agreements with Texas A&M Forest Service to provide fuel reduction services to mitigate wildfire risks to the City of San Antonio. [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>
Ivy R. Taylor	Mayor		x				
Roberto C. Treviño	District 1		x				
Alan Warrick	District 2		x				
Rebecca Viagran	District 3		x				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	



### PERFORMING SERVICES ON PUBLIC LANDS

THIS AGREEMENT is between the Texas A&M Forest Service, which is a member of The Texas A&M University System and an agency of the State of Texas ("TFS"), and \_\_\_\_\_ ("CITY").

WHEREAS, CITY's land, located at \_\_\_\_\_, ("Subject Property"), is identified as an area of interest for public protection; and

WHEREAS, CITY has requested that TFS assist CITY by providing \_\_\_\_\_, (example: Dozer work, removal of brush and tree debris, and other related activities), (collectively, "Service")

NOW THEREFORE, TFS and CITY hereby agree:

1. Purpose: In response to CITY'S request for assistance, TFS will, as part of its Mitigation and Prevention Program, perform Service on Subject Property.
  - The Service will cover approximately \_\_\_\_\_ acres.
  - Work will be performed on a day and time mutually agreed upon by TFS and CITY.
  - Work will be performed in accordance with a work plan developed by TFS and approved by CITY.
2. Term of Agreement: The term of this agreement shall commence on \_\_\_\_\_ and terminate on \_\_\_\_\_.
3. Consideration: Compensation for performance of the services described in this agreement will not be monetary. TFS will benefit by furthering progress toward its mission of providing wildfire community protection.
4. Agreement Terms and Conditions:
  - 4.1 CITY shall post signs advising the general public of the days and times that the Service will be performed at least three days in advance of the Service. Signs shall be placed in conspicuous areas adjacent to the work area, to give reasonable warning to the general public of dangerous conditions, and shall remain in place for the duration of the work.
  - 4.2 There are inherent risks involved with Service, including but not limited to bodily injury, death, and property damage, and CITY chooses to voluntarily have its employees witness the Service with full knowledge that Service may be hazardous to people and property.
  - 4.3 CITY HEREBY RELEASES AND AGREES TO HOLD HARMLESS TFS AND ITS OFFICERS, EMPLOYEES, AGENTS, AND REPRESENTATIVES, FROM ANY AND ALL LIABILITIES, CLAIMS, DEMANDS, PERSONAL INJURIES (INCLUDING DEATH), AND DAMAGES, INCLUDING COURT COSTS AND ATTORNEY'S FEES AND EXPENSES, WHICH MAY OCCUR TO CITY AND ITS OFFICERS, EMPLOYEES, AGENTS, AND REPRESENTATIVES, AS A RESULT OF THE PERFORMANCE OF THIS AGREEMENT, INCLUDING INJURIES SUSTAINED AS A RESULT OF THE

SOLE JOINT OR CONCURRENT NEGLIGENCE, NEGLIGENCE PER SE, STATUTORY FAULT, OR STRICT LIABILITY OF TFS AND ITS OFFICERS, EMPLOYEES, AGENTS, AND REPRESENTATIVES.

In addition, CITY makes the following representations and acknowledgements upon which TFS shall rely:

- (1) CITY and its agents, servants and employees are not agents, servants, or employees of TFS or the State of Texas, and are not covered by TFS or the State for workers' compensation, death, or disability benefits;
  - (2) CITY agrees that CITY's agents, servants and employees will not be under the influence of any substance that may impair mental and physical faculties while present for any part of the Service ;
  - (3 ) In signing this agreement the undersigned representative of CITY acknowledges and represents that s/he has read it, understands it, and signs it voluntarily as an authorized representative of CITY;
  - (4 ) TFS has not made, and CITY has not relied on, any oral representations, statements, or inducements apart from the express written statements contained in this agreement; and
  - (5 ) CITY executes this agreement for full, adequate and complete consideration fully intending to be bound by the same, now and in the future.
- 4.3 This Agreement may only be amended or modified in writing with express mutual consent of both parties.
- 4.4 All notices, consents, approvals, demands, requests, or other communications provided for, required of, or permitted to be given under any of the provisions of this Agreement shall be in writing and shall be deemed to have been duly given or served when delivered by hand delivery, delivered by an express delivery service, or when deposited in the U.S. mail by registered or certified mail, return receipt requested, postage prepaid, and addressed as follows:

TFS  
Texas A&M Forest Service  
200 Technology Way  
College Station, TX 77840

CITY

IN WITNESS WHEREOF, TFS and CITY have executed and delivered this agreement to be effective as of the effective date outlined in paragraph 2.

TEXAS A&M FOREST SERVICE

CITY

By \_\_\_\_\_  
Director

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



# City of San Antonio

## Agenda Memorandum

**File Number:** 16-5086

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**Agenda Item Number:** 18.

**Agenda Date:** 11/3/2016

**In Control:** City Council A Session

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**DEPARTMENT:** Fire

**DEPARTMENT HEAD:** Charles N. Hood

**COUNCIL DISTRICTS IMPACTED:** City-Wide

### **SUBJECT:**

Agreement to Perform Services on Public Lands with Texas A&M Forest Service (TFS)

### **SUMMARY:**

Ordinance authorizing agreements with the Texas A&M Forest Service (TFS) to provide state resources to mitigate wildfire threats to the City. TFS will also provide free wildfire training for SAFD firefighters.

### **BACKGROUND INFORMATION:**

Wildfire threats are increasing in urban areas, often repeatedly, putting more homes, lives, infrastructure, and other resources at risk. More than 15,000 wildfires burned in the continental United States from 2000 to 2014. During these years, 127 urban areas (cities with more than 75,000 residents) were threatened by major wildfires (fires greater than 5 square miles in area) that burned within 10 miles of the city limits. San Antonio is particularly vulnerable to wildfire because of its extensive undeveloped land within city boundaries and frequent drought conditions.

TFS approved the City's Community Wildfire Protection Plan (CWPP) on July 27, 2016. In this plan, there are more than 600 City parks and neighborhoods identified within City limits that are at some level of threat from a wildfire. Upon approval of this ordinance, TFS will coordinate with San Antonio Office of Emergency Management (SAOEM) to develop fuel reduction projects to mitigate the wildfire risk to our community.

Wildfires increasingly are expensive and dangerous, burning homes, and consuming agency budgets. Attempts to mitigate wildfire risk, such as voluntary landowner education and fuels reduction, while important, alone are

insufficient for the magnitude of the growing wildfire danger, which is exacerbated by a warming climate and continued home building. This Agreement will help offset the City's cost in preparing for and responding to a wildfire. In addition, area firefighters will have the opportunity to train with TFS while working on a fuel reduction project.

**ISSUE:**

The City does not have an agreement with TFS for wildfire support and therefore has limited or no access to state grant funding or resources to assist with wildfire prevention and training.

**ALTERNATIVES:**

The alternative is to increase the number of City firefighters who are trained to fight wildfires.

**FISCAL IMPACT:**

There is no immediate fiscal impact to the General Fund; however, mitigation of wildfire threats in our City could reduce the financial impact from future wildfire incidents.

**RECOMMENDATION:**

Staff recommends approval of this ordinance and authorizes the San Antonio Fire Chief to enter into agreements with the Texas A&M Forest Service to perform wildfire mitigation, training, and related activities on public lands in San Antonio.