

**INTERLOCAL AGREEMENT  
BETWEEN  
THE CITY OF COLLEGE STATION  
AND  
TEXAS A&M UNIVERSITY**

This Agreement is effective as of the 1st day of February, 2004, by and between **TEXAS A&M UNIVERSITY**, (hereafter referred to as “**TAMU**”) a member of THE TEXAS A&M UNIVERSITY SYSTEM, an agency of the State of Texas, and **THE CITY OF COLLEGE STATION** (hereafter referred to as “**COLLEGE STATION**”), a Texas home rule municipality.

**WHEREAS**, the Board of Regents of The Texas A&M University System owns Easterwood Airport, College Station, Brazos County, Texas;

**WHEREAS**, the Board of Regents has designated the management, operation and control of Easterwood Airport to **TAMU**;

**WHEREAS**, **COLLEGE STATION** and **TAMU** are committed to the promotion of the safety and health of all persons in the community within the bounds of fiscal responsibility; and

**WHEREAS**, Easterwood Airport’s location adjacent to the city limits of College Station strategically places Easterwood Airport as an ideal locale for the establishment of a fire station facility for the joint use of **TAMU** and **COLLEGE STATION**;

**WHEREAS**, by pervious agreement between **TAMU** and **COLLEGE STATION**, the parties agreed to the establishment and operation of a joint use fire station facility at Easterwood Airport; and

WHEREAS, TAMU and COLLEGE STATION desire to continue the cooperative use of such fire station facility.

NOW, THEREFORE, in consideration of the recitals and mutual covenants made by TAMU and COLLEGE STATION to be respectively kept and performed, the parties agree as follows:

**SECTION I.  
PURPOSE OF AGREEMENT**

1.1 The purpose of this Agreement is to establish the responsibilities of TAMU and COLLEGE STATION regarding Aircraft Rescue and Fire Fighting ("ARFF") personnel and equipment requirements, operational responsibilities, command and control of the Easterwood Joint-Use Fire Station, and the term of this Agreement.

**SECTION II.  
DEFINITIONS**

2.1 Throughout this Agreement, the following words and phrases have the following meanings unless the context clearly indicates otherwise:

- A. **Airport** – Easterwood Airport, which is owned by the Board of Regents of The Texas A&M University and operated by TAMU.
- B. **ARFF** – Aircraft Rescue and Fire Fighting
- C. **Airport Liaison**: - A TAMU employee or agent trained to FAA standards, knowledgeable of airport rules and regulations, and knowledgeable of the Aircraft Rescue and Fire Fighting functions to be performed pursuant to this Agreement.
- D. **ARFF Vehicles** – Aircraft Rescue and Fire Fighting vehicles with associated equipment owned by TAMU and specifically designed for the purpose of providing Aircraft Rescue and Fire Fighting capabilities.
- E. **COLLEGE STATION** – the City of College Station, Texas.
- F. **TAMU** – Texas A&M University, a member of The Texas A&M University System.
- G. **Emergency Alert** – Emergency conditions as defined in the Easterwood Airport Emergency Plan.

- H. **Emergency Plan** – The Easterwood Airport Emergency Plan currently in effect or as may be amended by mutual consent of TAMU and COLLEGE STATION.
- I. **Fire Department** – the College Station Fire Department.
- J. **Fire Fighting Agents** – A generic term used for materials such as water, foam, dry chemical, or carbon dioxide used for the extinguishment of fires.
- K. **Fire Station** – the land, facility and equipment.
- L. **FAA** - Federal Aviation Administration of the United States, or any federal agency succeeding to its jurisdiction or function.
- M. **Incident Command** – A standardized organizational structure used to command and control tactical operations needed to standardize an incident. The concept is further defined in the emergency plan.
- N. **Joint-Use Expenses** - all ordinary, direct and reasonable expenses of operating the Fire Station, other than capital expenditures.
- O. **Operator's Maintenance** – Common maintenance such as noting obvious vehicle defects or malfunctions, checking operating fluid levels checking tire air pressure, etc. to ensure equipment is maintained in a state of readiness.
- P. **Organizational Maintenance** – Skilled maintenance such as those commonly performed by a technician or mechanic.
- Q. **Rules and Regulations** - rules and regulations adopted or that may be jointly adopted by TAMU and COLLEGE STATION, for the operation, maintenance and administration of the fire station.
- R. **Unified Command System** – A shared command function consisting of the COLLEGE STATION Incident Commander or designee and TAMU Director of Aviation or designee, as further defined in the Emergency Plan.

### SECTION III. TERM OF AGREEMENT

3.1. The term of this Agreement will be from 8:00 a.m., on the 1st day of February, 2004 to 12:00 p.m., on the 31st day of January, 2009. This Agreement may be renewed under such terms and conditions as TAMU and COLLEGE STATION may agree. Negotiations for renewal must commence no later than six (6) months prior to the expiration date of this Agreement.

3.2. This Agreement may be terminated by either party without specifying the cause for such termination at any time provided that up to 24 months is granted **COLLEGE STATION** to build or procure adequate facilities for the displaced unit(s) and crew(s) and to procure or reassign the ARFF crew(s). Thereafter, this Agreement will expire on its regular termination date if it is the desire of either **TAMU** or **COLLEGE STATION** to terminate, without cause, the relationship established by this Agreement within the initial term.

3.3. This Agreement may be terminated for cause upon ninety (90) days written notice for the following reasons:

- A. A material breach of any term or condition of this Agreement which remains uncured during the entire notice period.
- B. Lack of funds or other financial exigency on the part of **TAMU** or **COLLEGE STATION**.
- C. A decision on the part of The Texas A&M University System or the State of Texas to close Easterwood Airport.
- D. A decision on the part of The Texas A&M University System or the State of Texas to sell Easterwood Airport or otherwise transfer ownership to another airport authority.

3.4 **TAMU** agrees, to the extent allowed by Constitution and laws of the State of Texas, that in the event of closure or sale of airport or change in mission, this Agreement will remain in full force and effect, to the fullest degree possible, for the full term of this Agreement.

3.5 This Agreement may be terminated at any time by **TAMU** for material breach of any term or condition of this Agreement caused by **COLLEGE STATION** ARFF personnel and resulting in a limitation of air carrier operations pursuant to Special Federal Aviation Regulation, §139.343, provided notice of such termination is provided within fifteen (15) days of the incident from which the limitation arises.

3.6 Noncompliance by **COLLEGE STATION** ARFF personnel with FAA and Easterwood Airport rules, regulations and/or guidelines reported in writing by the Airport Liaison pursuant to Paragraph 8.3 which remains uncured during the entire notice period. No such written report by the Airport Liaison shall be construed as notice of termination.

#### **SECTION IV. FIRE STATION FACILITY AND EQUIPMENT**

4.1. **COLLEGE STATION** expressly acknowledges a significant portion of the funds used in the construction of the Fire Station were from a grant by the FAA and as a result, certain aspects of use are mandated by FAA Rules and Regulations.

4.2. As part of the ARFF equipment, **COLLEGE STATION** agrees it is responsible for maintaining and replacing when reasonably necessary, furnishings and/or equipment for ARFF operations as set out in Exhibit "A" attached to and made a part of this Agreement.

4.3. As part of the ARFF equipment, **TAMU** agrees it is responsible for maintaining and replacing when reasonably necessary, furnishings and/or equipment for ARFF operations as set out in Exhibit "B" attached to and made part of this Agreement.

## **SECTION V. PERSONNEL**

5.1. **COLLEGE STATION** will provide a minimum of three (3) personnel to operate and respond as a structural paramedic engine company and one (1) person per each assigned twenty-four (24) hour shift to staff an ARFF vehicle.

5.2. **TAMU** will provide one (1) person to perform duties of Airport Liaison between the **FAA**, **TAMU** (through the Director of Aviation or designee) and **COLLEGE STATION** (through the Fire Chief or designee).

## **SECTION VI. PAYROLL AND BENEFITS**

6.1. **COLLEGE STATION** is solely responsible for salaries and associated payroll expenses, including all benefits, for **COLLEGE STATION** personnel employed in relation to the Fire Station and/or **COLLEGE STATION**'s performance of this Agreement.

6.2. **TAMU** is solely responsible for all salary and associated payroll expenses including all benefits, for **TAMU** personnel employed in relation to the Fire Station and/or **TAMU**'s performance of this Agreement.

## **SECTION VII. INSURANCE**

7.1. **COLLEGE STATION** agrees all property owned by **COLLEGE STATION** will be insured or self-insured by **COLLEGE STATION** and **TAMU** will have no liability or responsibility for loss or destruction. **COLLEGE STATION** will provide insurance for liability arising from the use or operation of the ARFF vehicle(s) (identified in Exhibit B) by **COLLEGE STATION** employees or agents.

7.2. **TAMU** agrees all property owned by **TAMU** will be insured or self-insured by **TAMU** and **COLLEGE STATION** will have no liability or responsibility for loss or destruction.

## **SECTION VIII. COMMAND AND CONTROL**

8.1. **COLLEGE STATION** and **TAMU** agree day to day operational control of the Fire Station is assigned to the College Station Fire Department Lieutenant in charge of the Structural Paramedic Engine Company and/or Emergency Operations, as appropriate. Such control will extend to all Fire Station personnel to include ARFF personnel for the express purpose of establishing daily routines and duties in the Fire Station. Direct control, to include but not limited to discipline and dismissal, of **COLLEGE STATION** personnel is retained by **COLLEGE STATION**.

8.2. Day to Day housekeeping functions will be performed by station personnel, including ARFF personnel, under the direction of the Station Lieutenant.

8.3. **TAMU** shall provide an Airport Liaison to ensure that the Fire Station facility, equipment and operations are in compliance with FAA guidelines and Easterwood Airport rules, regulations and/or guidelines. The liaison shall be responsible for reporting any noncompliance with such rules, regulations and/or guidelines to the **COLLEGE STATION** Fire Chief and the **TAMU** Director of Aviation. The liaison shall also facilitate communications and coordinate joint actions as contemplated by this Agreement.

8.4. The **TAMU** Director of Aviation and **COLLEGE STATION** Fire Chief shall endeavor to promulgate procedures that may be jointly adopted by each of them for the operation, maintenance and administration of the Fire Station. Any procedures so adopted shall conform to the Emergency plan which shall control in the event of any inconsistent provisions. No procedures so adopted shall in any manner change, modify or amend this Agreement. In the event of an irreconcilable difference of opinion by and between **TAMU** and **COLLEGE STATION** regarding the wording of, or subsequent interpretation, of a procedure, the matter will be presented to the Vice President for Administration for resolution.

8.5. **TAMU** and **COLLEGE STATION** agree to establish a Unified Command System as outlined in the Emergency Plan during any emergency response, drill, or exercise conducted at Easterwood Airport.

8.6. **COLLEGE STATION** shall provide Incident Command for any Emergency Alert that occurs at Easterwood Airport.

8.7. **TAMU** shall provide Command and Control of Easterwood Airport facilities and runways during any emergency at Easterwood Airport.

## **SECTION IX. TRAINING**

9.1. **COLLEGE STATION** agrees to train personnel provided by **COLLEGE STATION** in accordance with FAA and Texas Fire Commission standards.

9.2 **COLLEGE STATION** and **TAMU** agree that requests for use of the Airport or other **TAMU** facilities for training, excluding the Fire Station, shall be approved in writing by the **TAMU** Director of Aviation or designee whose approval will not be unreasonably withheld.

9.3 **COLLEGE STATION** will maintain and make available for inspection at the request of the FAA and/or **TAMU** the training records of all ARFF personnel in accordance with the requirements of Part 139 of the Special Federal Aviation Regulations.

9.4 **TAMU** agrees to train personnel provided by **TAMU** in accordance with FAA standards.

## **SECTION X. OPERATIONAL RESPONSIBILITIES**

10.1. **COLLEGE STATION** will provide fire protection, EMS (Emergency Medical Services), and hazardous materials response from the Fire Station to the Texas A&M University Main Campus (mutual aid EMS), West Campus (mutual aid EMS), Northgate, and other areas in West College Station, and areas in Southwest Bryan. In addition, **COLLEGE STATION** through the Structural Paramedic Engine Company will provide mutual aid assistance to the Aircraft Rescue and Fire Fighting (ARFF) function of Easterwood Airport in accordance with the Letter of Agreement contained in the Easterwood Airport Emergency Manual as amended and maintained at the Easterwood Airport Administrative Office. See Exhibit "F" attached to and made a part of this Agreement for all purposes.

10.2. **COLLEGE STATION** agrees to staff an ARFF vehicle provided by **TAMU** three hundred sixty-five (365) days per year, twenty-four hours (24) per day.

10.3. **COLLEGE STATION** personnel shall conduct daily inspections and perform Operator's Maintenance on the ARFF vehicle(s) kept by **TAMU** at the Fire Station. Such personnel shall report observed organizational maintenance needs of such ARFF vehicle(s) to the Airport Liaison, or designee. **COLLEGE STATION** understands the usage of ARFF vehicle(s) is restricted to Easterwood Airport operations.

10.4. **COLLEGE STATION** personnel shall conduct basic inspections, maintenance and certifications per Texas Fire Commission requirements on the Fire Station's breathing air system.

10.5. **TAMU** shall perform necessary organizational maintenance on ARFF vehicles to include replacement when necessary. **TAMU** acknowledges it is responsible for maintaining the ARFF vehicle(s) in conformance with FAA standards. Compliance with this requirement is the sole responsibility of the **TAMU** Director of Aviation.

10.6. **TAMU** shall replace the components of the breathing air system located in the Fire Station as required to meet Texas Fire Commission regulations.

10.7. **TAMU** shall remain solely responsible for making any and all environmental reports required by law concerning any operation, activity, or incident occurring on **TAMU** owned property.

## **SECTION XI. OPERATIONAL EXPENSE**

11.1 **COLLEGE STATION** expressly agrees to pay **TAMU** 80% of the cost of operations and maintenance within thirty (30) calendar days without set off upon written notification from **TAMU**.

11.2 The cost of any equipment listed on Exhibit "C" of this Agreement replaced or added during the term of this Agreement will be borne 80% by **COLLEGE STATION** and 20% by **TAMU**.

11.3 **COLLEGE STATION** will pay for fire protection expenses, equipment costs and expenses, such as fuel and maintenance, which are specific to **COLLEGE STATION's** operations.

11.4 **COLLEGE STATION** agrees it is responsible for the replacement of fire fighting agents used during live training burns.

11.5 **COLLEGE STATION** shall be responsible for all expenses associated with the routine maintenance and certification costs of the Fire Station's breathing air system.

11.6 **COLLEGE STATION** shall be responsible for all expenses relating to training, personal protective equipment and other needs of its personnel.

11.7 **TAMU** shall pay **COLLEGE STATION** a base amount of one hundred sixty-nine thousand, three hundred seventy-two dollars (\$169,372) annually, increased by three percent (3%) per annum for so long as this Agreement remains in effect for the purpose of providing ARFF functions at Easterwood Airport. Such payment shall be made no later than the 10<sup>th</sup> business day after the effective date of this Agreement and subsequently, not later than each anniversary date of this Agreement.

11.8 **TAMU** shall be responsible for the provision of and all expenses associated with organizational maintenance for the ARFF vehicle(s) as required to satisfy FAA requirements.

11.9 **TAMU** shall provide all fuel, oil, and other ARFF vehicle fluids.

11.10 **TAMU** shall provide for replacement of fire fighting agents used by ARFF equipment during any airport emergency.

## **SECTION XII. COMMUNICATIONS**

12.1 **COLLEGE STATION** acknowledges it is responsible for the maintenance, and ongoing expenses for a ring-down telephone from College Station dispatch. In addition, **COLLEGE STATION** will provide communication as listed in Exhibit "D" attached to and made a part of this Agreement for all purposes. The parties agree Exhibit "D" may be amended and modified by written Addendum as required.

12.2 **TAMU** will provide and pay for one ring-down circuit between the Air Traffic Control Tower and the Fire Station. In addition, **TAMU** agrees to provide communications equipment listed in Exhibit "E" attached to and made a part of this Agreement for all purposes. The parties agree Exhibit "E" may be amended and modified by written Addendum as required.

### **SECTION XIII. CONTRACTUAL AGREEMENT**

13.1. **COLLEGE STATION** and **TAMU** expressly agree this Agreement is intended to be and should be construed as a contractual document, by and between **TAMU** and **COLLEGE STATION**. The covenants and agreements contained in this Agreement remain in full force and effect and will not be merged or extinguished by any subsequent act of the parties except modification of any Exhibit.

### **SECTION XIV. SEVERABILITY**

14.1 The failure of **TAMU** or **COLLEGE STATION** to insist, in one or more instances, on strict performance of any of the requirements of this Agreement will not be construed as a waiver of relinquishment of such requirements in future instances, but will continue and remain in full force and effect.

### **SECTION XV. SUCCESSORS AND ASSIGN**

15.1 This Agreement is binding upon **COLLEGE STATION** and **TAMU**, their respective legal representatives, successors and assigns.

### **SECTION XVI. NOTICES**

16.1 Any notices, approval, consent, or communication by one party to another must be in writing and may be by personal delivery or registered or certified United States Mail, properly addressed to the respective parties as follows:

**“TAMU”:** Director of Aviation  
1 McKenzie Terminal Blvd., Suite 112  
College Station, Texas 77845  
(979) 845-5103  
[jhapp@tamu.edu](mailto:jhapp@tamu.edu)  
fax (979) 845-5168

with copy to: Vice President for Administration  
218 Administration Building  
College Station, Texas 77843-1247  
(979) 845-1911  
[jane-schneider@tamu.edu](mailto:jane-schneider@tamu.edu)  
fax (979) 845-5406

**“COLLEGE STATION”:** Fire Chief  
1207 Texas Avenue S  
College Station, Texas 77842  
(979) 764-3859  
[dgiordano@ci.college-station.tx.us](mailto:dgiordano@ci.college-station.tx.us)  
fax (979) 764-3403

with copy to: City Manager  
1101 Texas Avenue S  
College Station, Texas 77842  
(979) 764-3510  
[tbrymer@ci.college-station.tx.us](mailto:tbrymer@ci.college-station.tx.us)  
fax (979) 764-3481

## SECTION XVII CIVIL LIABILITY AND INDEMNITY

17.1 **COLLEGE STATION** and **TAMU** expressly acknowledge and agree that all activities conducted by **COLLEGE STATION** at Easterwood Airport pursuant to this Agreement constitute or shall be construed as fire protection services for which **TAMU** would have been responsible for furnishing in the absence of this Agreement. **TAMU** expressly acknowledges and agrees notwithstanding any contrary provisions herein, that it is solely responsible for any civil liability that arises from furnishing of those services in accordance with and pursuant to TEXAS GOVERNMENT CODE §791.006, regardless of whether the services are provided in whole or in part by **COLLEGE STATION** under this Interlocal Agreement.

## SECTION XVIII. STATE AGENCY

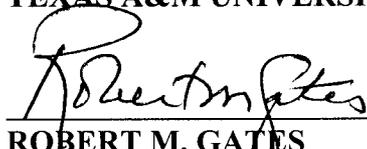
18.1 COLLEGE STATION expressly acknowledges TAMU is an agency of the State of Texas and TAMU acknowledges COLLEGE STATION is a Texas municipality. Nothing in this Agreement will be construed as a waiver or relinquishment by TAMU or COLLEGE STATION of its right to claim such exemptions, privileges and immunities as may be provided by law.

EXECUTED by TAMU in duplicate originals this 6<sup>TH</sup> day of APRIL, 2004, by a duly authorized officer.

"TAMU"  
TEXAS A&M UNIVERSITY

By:

RF

  
ROBERT M. GATES  
President and CEO

RECOMMEND APPROVAL:

  
CHARLES A. SIPPAL, SR.  
Vice President for Administration

APPROVED AS TO FORM ONLY:

  
RAYN C. LAY  
Senior Staff Attorney  
Office of General Counsel  
The Texas A&M University System

**EXECUTED** by **COLLEGE STATION** in duplicate originals this \_\_\_\_\_ day of \_\_\_\_\_, 2004, by a duly authorized officer.

**CITY OF COLLEGE STATION**

BY: \_\_\_\_\_  
Ron Silvia, Mayor

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

ATTEST:

\_\_\_\_\_  
Connie Hooks, City Secretary  
Date: \_\_\_\_\_

APPROVED:

\_\_\_\_\_  
Thomas E. Brymer, City Manager  
Date: \_\_\_\_\_

\_\_\_\_\_  
*Harry Carrell*  
City Attorney  
Date: \_\_\_\_\_

\_\_\_\_\_  
Jeff Kersten, Finance & Strategic  
Planning Director  
Date: \_\_\_\_\_

EXHIBIT "A"  
MISCELLANEOUS EQUIPMENT PROVIDED BY  
COLLEGE STATION

1. One mobile VHF radio
2. One portable VHF radio
3. Uniforms for personnel
4. Protective clothing (3 sets)
5. Three pagers
6. Aluminized protective clothing (6 sets)

EXHIBIT "B"  
MISCELLANEOUS EQUIPMENT/PERSONNEL  
PROVIDED BY  
EASTERWOOD AIRPORT

1. Two ARFF vehicles and associated equipment
2. One personnel to function as liaison between College Station Fire Department and Easterwood Airport staff.

EXHIBIT "C"  
EQUIPMENT  
(Replacement 80/20)

1. Wall mounted metal shelving with firefighting gear accessories (firefighting gear venting) (24 unites)
2. Projection Screen , Manual, above ceiling
3. TV mounting brackets, wall hung (TV not in contract)
4. Dishwasher, under counter
5. Beds (8 each) plus other bedroom furnishings
6. Dining room furnishings
7. Lounge/Dayroom furnishings (Television, VCR, VCR Tape Cabinet, Couch, Lounge Chairs, Lamps, End Tables)
8. Microwave-HD
9. Fitness room equipment
10. Carousel with remote projector, plus slide trays
11. Chairs for Training Room
12. Tables for Training Room
13. Cooking range (heavy duty residential/oven)
14. Refrigerator/freezer and ice maker
15. Overhead projector
16. First-aid equipment
17. Washer (heavy duty industrial)
18. Dryer

EXHIBIT "D"  
COMMUNICATION EQUIPMENT  
PROVIDED BY  
COLLEGE STATION

1. One (1) vehicle, 800 mh2 base com radio – for ARFF vehicle
2. Computers
3. Radio Base Station
4. Radio antennae
5. UPS Backup Power Supply
6. Alerting Equipment
7. Radio battery charging banks
8. Telephone
9. Fax machine
10. Ring down telephone from city dispatch
11. Fixed communications tower.

EXHIBIT "E"  
COMMUNICATION EQUIPMENT  
PROVIDED BY  
EASTERWOOD AIRPORT

1. Direct telephone line from air traffic control tower to ARFF station
2. Two hand-held or vehicle mounted VHF radios – tower frequency for CSFD vehicles (if two vehicles are permanently assigned).
3. Two truck-mounted VHF radios in Easterwood Airport ARFF vehicles.

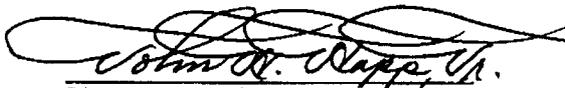
EXHIBIT "F"  
EASTERWOOD AIRPORT  
EMERGENCY OPERATIONS PLAN  
LETTER OF AGREEMENT

EASTERWOOD AIRPORT EMERGENCY OPERATIONS PLAN  
LETTER OF AGREEMENT

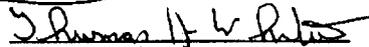
**PURPOSE:** This document constitutes the emergency operations plan of Easterwood Airport and will outline prescribed procedures, to the extent practical, to be used in the event of an aircraft accident, emergency, or potential emergency on the Airport. In addition to fulfilling the requirements of 14 CFR Part 139.325, Airport Emergency Plan, this document also serves as a functional area annex to Texas A&M University's Emergency Plan.

The plan establishes the operational organization and assignment of responsibilities for aircraft accidents/incidents and other airport emergencies. All emergency conditions cannot be anticipated. If an emergency arises that is not covered by this plan, the Director of Aviation has the authority to modify the plan, as required.

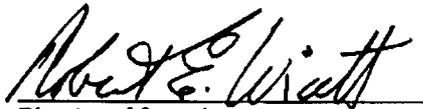
This plan will be provided to all agencies listed below, and revisions will be made as required. Aircraft accidents occurring off Airport property will be the responsibility of the agency(s) having jurisdiction.



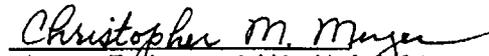
Director of Aviation  
Easterwood Airport



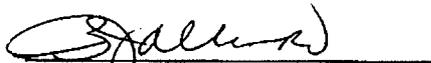
Tower Chief  
Easterwood Air Traffic Control Tower



Director of Security  
Texas A&M University



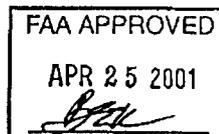
Director, Environmental Health & Safety  
Texas A&M University



Hospital Representative  
St. Joseph Regional Health Center



Hospital Representative  
College Station Medical Center



vi

David K. Beordano  
Fire Chief  
College Station Fire Department

James S. B. L. d.  
Fire Chief  
Bryan Fire Department

Ed Feldman  
Police Chief  
College Station Police Department

Kevin W. Burt  
Police Chief  
Bryan Police Department

Danella Girard  
Emergency Management Coordinator  
Brazos County, Interjurisdictional

FAA APPROVED  
APR 25 2001  
*BAV*

vii