

STATE OF TEXAS §
§
COUNTIES OF COLLIN § **FIRST AMENDMENT TO INTERLOCAL COOPERATION**
AND DALLAS § **AGREEMENT FOR USE OF THE CITY**
FIRE TRAINING CENTER

This First Amendment to Interlocal Cooperation Agreement (“First Amendment”) is entered into by and between the City of Richardson, Texas (the “City”), and Collin County Community College District, a/k/a Collin College (the “District”) (each a “Party” or collectively the “Parties”), acting by and through their authorized representatives.

RECITALS:

WHEREAS, District and the City previously entered into that certain agreement entitled “Interlocal Cooperation Agreement for Use of the City Fire Training Center” dated June 4, 2014 (the “Agreement”); and

WHEREAS, the Parties desire to amend Sections 4.1 and 4.2 of the Agreement as set forth herein;

NOW, THEREFORE, in consideration of the terms and conditions contained herein and other valuable considerations, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Amendments to Section 4.1. That effective on the last date of execution hereof, Section 4.1 of the Agreement is hereby amended to read as follows:

“4.1 Fire Science Training Use.

(a) District may use the Fire Training Center for District Fire Academy Classes Nos. 63 (scheduled for August – December, 2015), 64 (scheduled for night classes August, 2015 – May, 2016, and 65 (scheduled for January, 2016 – May, 2016), and Volunteer Firefighter Training for a total of sixty-one (61) times. The actual use of the Fire Training Center would occur: (i) with respect to Class No. 63, on mutually agreed dates during September – December, 2015; (ii) with respect to Class No. 64, on mutually agreed dates during February – May, 2016; and (iii) with respect to Class No. 65, on mutually agreed dates during March – May, 2016.

(b) City shall provide at least one (1) fire personnel on site during the Classes. District may not use the Fire Training Center at any time during which the City does not have at least one (1) representative on site. City shall provide the necessary personnel to operate the fire systems for the live fire training for each Class. District agrees and acknowledges that only City personnel may operate the fire systems.

(c) District is solely responsible for providing the personnel for the Fire Science Training unless the Parties agree otherwise in writing. In the event the City provides personnel to conduct the Fire Science Training, District shall pay such fees and costs as are agreed in writing by the

Parties. District Fire Science Training shall at all times be in compliance with National Fire Protection Association Standard (NFPA) #1403, “Standard on Live Fire Training Evolutions” and at least one (1) Certified Fire Safety Officer shall be involved in all evolutions/uses conducted at the Fire Training Center, and that that certification be current and through the Texas Commission on Fire Protection (TCFP) or the International Fire Service Accreditation Congress (IFSAC).

(d) District agrees that students and instructors of the District are not to use any Richardson Fire Department equipment or supplies without having obtained prior consent from the Battalion Chief-Training or the Captain-Training.

(e) District agrees that students, instructors and other personnel of the District are prohibited from utilizing any City physical fitness equipment.

(f) District shall be responsible for supplying all materials for Class A fires. District is prohibited from using any Class A materials belonging to the City without having received prior consent from the Battalion Chief-Training or the Captain-Training. District shall be responsible for fully extinguishing and disposing all nails and debris from all Class A burns prior to student and instructor dismissal. District shall be responsible for cleaning all Fire Training Center facilities used and returned to their original condition prior to student and instructor dismissal.

(g) District use of the Fire Training Center is limited to the following areas:

- i. Fire Training Tower, including the outdoor classroom and SCBA (self-contained breathing apparatus) fill station;
- ii. Fire Training Center kitchen and dining room; and
- iii. Fire Training Center indoor training room (as requested by District and agreed by City in writing).

(h) At least one (1) District Instructor shall be present at all times when District students are operating the SCBA fill station.”

2. Amendments to Section 4.2. That effective on the last date of execution hereof, Section 4.2 of the Agreement is hereby amended to read as follows:

“4.2 Fees.

(a) District shall pay to the City the fees set forth below for use of the Fire Training Center, including the use of the Fire Training Tower and the Fire Training Center kitchen and dining room. District shall pay the fees on a monthly basis within thirty (30) days after receipt of a City monthly itemized invoice.

[This section left intentionally blank]

Richardson Fire Dept. Facility Use Breakdown.	Travel Frequency Class #63	Travel Frequency Class #64 (evenings/ Saturdays)	Travel Frequency Class #65	Total Fee
4 hr day live fire training sessions (\$800 each @ \$200 per hour)	14	10	14	\$30,400
8 hr day live fire training sessions (\$1,600 each @ \$200 per hour)	4	6	4	\$22,400
TOTAL TRAVEL FREQUENCY	18	16	18	
TOTAL FACILITY RENTAL FEE	\$17,600	\$17,600	\$17,600	\$52,800

Fee includes: propane, artificial smoke and City staff for operating the fire systems.

(b) District shall only use the City’s Fire Training Center indoor training rooms at times when available and as mutually agreed by the Parties. District’s use of the City’s Fire Training Center indoor training rooms shall be at an additional cost than those outlined in Section 4.2(a) herein, the rate of which is outlined in the chart below. Any additional costs associated with District’s use of the City’s Fire Training Center indoor training rooms shall be included in the City’s monthly itemized invoice.

Cost Rates for District’s Use of Fire Training Center Indoor Training Room	
Monday – Friday 08:00 – 17:00	\$50 per hour
Monday – Friday 17:00 – 22:00	\$100 per hour
Saturday and Sunday	\$100 per hour

”

3. General Terms and Conditions.

(a) Except as hereby amended, all other provisions of the Agreement will remain in full force and effect as originally written, and the Agreement is hereby confirmed as to all provisions contained therein. In the event of any conflict between the terms of this Amendment and the terms of the Agreement, the Amendment shall control.

(b) All capitalized terms used in this Amendment, unless otherwise defined herein, will have the same meaning as the terms contained in the Agreement.

(c) Each of the parties represent and warrant that they have the right, power, legal capacity and authority to enter into and perform their respective obligations under this Amendment.

(d) This First Amendment shall become effective on the last date of execution hereof.

EXECUTED this _____ day of _____, 2015.

CITY OF RICHARDSON, TEXAS

By: _____
Dan Johnson, City Manager

ATTEST:

By: _____
Aimee Nemer, City Secretary

APPROVED AS TO FORM:

By: _____
Peter G. Smith, City Attorney

EXECUTED this _____ day of _____, 2015.

**COLLIN COUNTY COMMUNITY COLLEGE DISTRICT,
a/k/a COLLIN COLLEGE**

By: _____
Name: _____
Title: _____

ATTEST:

By: _____
Name: _____
Secretary, District Board of Trustees