

**DFW International Airport – Department of Public Safety  
Aircraft Rescue Fire Fighter Training Interlocal Agreement**

THIS AGREEMENT is made and entered into and effective as of \_\_\_\_\_, by and between the Dallas - Fort Worth International Airport Board (hereafter called "Board"), having an office at 2400 Aviation Drive, D/FW Airport, Texas, 75261-9428, and the City of McKinney by and through its Fire Department, located at 2200 Taylor Burk Drive, McKinney, Texas 75071, (hereinafter called "Agency").

WITNESSETH:

WHEREAS, the Board operates a fire fighting training facility at Dallas-Fort Worth International Airport which utilizes state-of-the-art technology for live fire training and classroom training, and provides the facility and Texas certified instructors to train qualified personnel of other agencies/entities, in both the public and private sector; and

WHEREAS, the Agency's personnel, employees, volunteers, or staff ("Participants") desires to receive training or education services or intends to utilize the Board premises for training or testing at such time(s) and for the type(s) of training under the terms and conditions of this Agreement ("Training Services").

WHEREAS, the Parties are authorized to enter into this interlocal agreements pursuant to the Texas Government Code, chapter 791.

NOW, THEREFORE, Parties, in consideration of terms, covenants, and conditions herein contained, hereby agree as follows:

1. SERVICES PROVIDED BY THE BOARD AND FEES

- A. The Board agrees to provide the Training Services or hereby permits the Agency and Participants to utilize the Training Facility as described in any Proposal(s) requested by Agency and accepted by the Board. Pricing for the Training Services shall be as stated on any Proposal requested by Agency or the Schedule of Charges published by the Board.
- B. If permitted by the Board's payment procedures, training fees and charges may be paid prior to commencement of training. Invoices for Training Services are due no later than the completion of Training Services and shall be considered past due and subject to a late payment fee if not paid within twenty (20) days from date of invoice. Fees will not be charged for cancellation notices received up to forty-eight (48) hours prior to the start of training. The full fee will be charged for drop-outs other than for medical reasons or extreme personal emergencies of Participants. Substitutions will be permitted for registrants who are unable to attend their scheduled session(s). Payment to the Board for Training Services must be made from current revenues.
- C. Payment must be made in United States dollars and may be in the form of cash, check, or cashier's check. Payments may also be made in electronic funds transfer ("EFT") or credit cards in accordance with applicable policies and procedures of the Board's Finance Department. All fees associated with the EFT transaction (whether by ACH or wire transfer) shall be the Agency's responsibility, and the Board shall have no liability for such costs and expenses. Questions regarding billing may be sent by email to [firetraining@dfwairport.com](mailto:firetraining@dfwairport.com). Upon Agency's request, the Board will provide receipt(s) acknowledging payment. Checks shall be made payable to "Dallas/Fort Worth International Airport Board." Mail payment to:

Dallas/Fort Worth Airport Board  
Finance Department  
P.O. Drawer 974551  
DFW Airport, TX 75397-4551

- D. The Board may refuse Training Services to any Participant if the Board determines, its sole discretion, that any Participant is not physically capable of participating in the Training Services, does not have the required minimum level of basic firefighting training to participate in the Training Services, or for other safety or security reasons that may arise. The Board may also refuse to provide Training Services to any Participant that refuses or fails to sign the Board's Claims Release and Hold Harmless agreement.
2. AGENCY RESPONSIBILITIES: Agency agrees to be responsible for ensuring that any Participants sent to the Board premises pursuant to this Agreement meet the following minimum requirements to receive the training:
- A. In order to ensure safe operations during a live fire training exercise involving gas-fired training, Agency hereby represents all Participants have received a minimum level of basic firefighting training. Prior to being permitted to participate in live gas-fire training exercises, Participants must have received appropriate training to meet the performance objectives for Fire Fighter I of the of NFPA 1001, Standard for Fire Fighter Professional qualifications.
  - B. Participants must be physically capable of performing the tasks in the selected course.
  - C. Participants must have operational knowledge of self-contained breathing apparatus (SCBA) operations, unless the training to be undertaken is for SCBA operations.
  - D. If Training Services are on-premise at DFW Airport, Participants must sign and submit a Claims Release and Hold Harmless Agreement.
  - E. While on Board premises and at any other time or place during which Training Services or other activity pursuant to this Agreement is being conducted Participants shall comply with all applicable United States Federal, State of Texas, and Local laws, statues and ordinances, and with all legal and applicable regulations or orders of any governmental department, board, bureau, or agency, including the Board.
  - F. Agency is responsible for ensuring that all Participants have required protective gear, uniforms, or other required equipment for the Training Services. The Board has no responsibility for providing any equipment or uniforms and will not issue a refund if any Participants are unable to complete Training due to insufficient equipment.
3. TERM: The term of this Agreement shall be effective on the date of this Agreement is fully executed and continue indefinitely until terminated. The Schedule for Training Services shall be in accordance with any Proposals submitted by Agency and accepted by the Board. This Agreement may be terminated for default upon written notice being provided to the defaulting party. Either party may terminate this agreement for convenience upon 10 days written notice of termination.
4. CLAIMS RELEASE & LIMITED LIABILITY
- A. Agency warrants that all Participants are thoroughly familiar with the type of exercise and physical ability necessary to participate in the training services and represents that, to the best of its knowledge, the health and physical condition of all Participants is excellent and that they are capable of undertaking Training Services.
  - B. The Agency acknowledges that participating in the Training Services is dangerous and includes the inherent and hazardous risks, including, but not limited to, the risk of serious injury, illness, death, burns, dismemberment, or permanent disability to Agency's Participants.
  - C. **CLAIMS RELEASE:** IN ACCORDANCE WITH TO THE TEXAS GOVERNMENT CODE SECTION 791.006(a-1), AGENCY HEREBY UNCONDITIONALLY RELEASES AND

FOREVER DISCHARGES THE DALLAS/FORT WORTH INTERNATIONAL AIRPORT BOARD, THE CITY OF DALLAS, TEXAS, AND THE CITY OF FORT WORTH, TEXAS THEIR RESPECTIVE ELECTED OFFICIALS, BOARDS, COMMISSIONS, SUBSIDIARY AGENCIES, OFFICERS, EMPLOYEES, MEMBERS, AGENTS, VOLUNTEERS, AND REPRESENTATIVES (HEREINAFTER "RELEASEES") FROM ANY AND ALL MANNER OF CLAIMS, LIABILITIES, AND CAUSES OF ACTION WHICH IT MIGHT HAVE AGAINST SAID RELEASEES AS A RESULT OF ANY INJURY OR DAMAGES SUSTAINED BY AGENCY'S EMPLOYEES, OR PARTICIPANTS WHILE PARTICIPATING IN THE TRAINING SERVICES, IN TRAVELING TO OR FROM BOARD PREMISES, OR IN ANY WAY RESULTING FROM THE CONTENT OF THE TRAINING SERVICES EITHER DURING OR AFTER ANY OF AGENCY'S PARTICIPANTS OR EMPLOYEES PARTICIPATION IN IT, EXCEPT FOR INJURIES AND DAMAGES RESULTING FROM THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE BOARD.

- D. It is further agreed that the acceptance of this Claims Release shall not constitute a waiver by the Dallas/Fort Worth International Airport Board of its defense of governmental immunity or any other defense recognized by federal and state statutes and court decisions; nor shall the opportunity to participate granted herein alter the legal status of Agency, its employees, or Participants receiving Training Services as licensees in the use of Board premises.
  - E. Agency acknowledges that it has read and fully understands the terms and conditions of this Claims Release, and further understands that the opportunity to have Agency's Participants receive the Training Services is afforded by the Board based upon the execution of this Agreement.
  - F. LIMITED LIABILITY. ALL TRAINING SERVICES WILL BE PROVIDED BY THE BOARD 'AS IS' AND THE BOARD DOES NOT MAKE ANY WARRANTIES OF ANY KIND WHETHER EXPRESS OR IMPLIED. THE BOARD SHALL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES; LOSS OF GOODWILL' COSTS OF SUBSTITUTE SERVICES; OR DAMAGES EXCEEDING THE TOTAL AMOUNT PAID TO THE BOARD BY AGENCY IN ANY FISCAL YEAR FOR BREACH OF THIS AGREEMENT OR ANY CLAIM ARISING FROM TRAINING SERVICES.
5. NON-DISCRIMINATION: It is this policy of the Dallas-Fort Worth Airport Board that all parties to this Agreement shall not discriminate in the treatment or employment of any individual or groups of individuals on the grounds of race, color, religion, national origin, age, sex, or handicap unrelated to job performance, either directly, indirectly or through contractual or other arrangement. Agency covenants that it will take all necessary action to ensure that it will comply with the Board's policy regarding this matter and not discriminate in the selection of its personnel to receive the Training Services.
6. VENUE; DISPUTE RESOLUTION: This Agreement shall be enforceable in Dallas County or Tarrant County or Collin County, Texas, and if legal action is necessary by either party with respect to the enforcement of any and all of its terms and conditions, exclusive venue for same shall lie in Dallas or Tarrant or Collin Counties, Texas. No party shall file suit against the other to enforce any provision of or to resolve any dispute relating to the terms of the Agreement without first providing the other party with a written notice of its intent to sue. The parties shall then endeavor to resolve any dispute related to the subject matter of this Agreement through discussions between senior executives and/or legal counsel for each party or through mediation before a mutually acceptable mediator. No lawsuit under this Agreement by one party against the other may be filed until mediation on the issues has ended.
7. FORCE MAJEURE: Neither the Board nor Agency shall be deemed in violation of this Agreement if it is prevented from performing any of the obligations hereunder by reason of strikes, boycotts, labor disputes, embargoes, shortage of material, acts of God, acts of a public enemy, acts of

superior governmental authority, weather conditions, floods, riots, rebellion, sabotage, or major public emergencies requiring response by either the Board's training staff or Agency's personnel or Participants during the time of the scheduled training, or any other circumstances for which it is not responsible or which is not under its control; provided, however, that in any such event the training will be rescheduled to a time mutually agreed upon by the Parties.

8. **ASSIGNMENT:** Agency shall not sell, assign, transfer, its interest or its rights in this Agreement, or any claim or cause of action related thereto in whole or in part, without the prior written consent of the Board.
9. **COUNTERPARTS:** This Agreement may be executed, including electronically, in one or more counterparts each of which when so executed shall be deemed to be an original and constitute one and the same instrument. If this Contract is executed in counterparts, then it shall become fully executed only as of the execution of the last such counterpart called for by the terms of this Contract to be executed.
10. **SUCCESSORS AND ASSIGNS:** This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and, except as otherwise provided in this Agreement, their assigns.
11. **THIRD PARTY BENEFICIARIES:** This Agreement is made for the sole benefit of the Agency and the Board, no other person shall be deemed a third party beneficiary under this Agreement nor shall any other person have any rights to enforce the provisions of this Agreement nor any remedies hereunder except as expressly stated in Section 4(C).
12. **LEGAL CONSTRUCTION:** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Contract, and this Contract shall be considered as if such invalid, illegal, or unenforceable provision had never been contained in this Agreement.
13. **CERTIFICATION OF EXECUTION:** The person or persons signing and executing this Agreement on behalf of Agency or representing themselves as signing and executing this Contract on behalf of Agency, hereby warrants and certifies that he, she or they have been duly authorized by Agency to execute this Contract on behalf of Agency and to validly and legally bind Agency to all terms, performances and provisions herein set forth.
14. **CAPTIONS:** The captions to the various clauses of this Agreement are for informational purposes only and shall not alter the substance of the terms and conditions of this Agreement.
15. **ENTIRE AGREEMENT:** This Agreement, along with applicable attachments incorporated herein and made part hereof by reference, constitutes the entire Agreement between the parties and supersedes all oral or written previous and contemporary agreements between the parties relating to matters set forth in this Agreement. Except as otherwise provided elsewhere in this Agreement, this Agreement cannot be modified without a written agreement executed by both parties.
16. **COUNTERPARTS:** This Agreement may be executed, including electronically, in one or more counterparts, each of which when so executed shall be deemed to be an original and constitute one and the same instrument. If this Agreement is executed in counterparts, then it shall become fully executed only as of the execution of the last such counterpart called for by the terms of this Agreement to be executed.

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EXECUTED on behalf of the Dallas/Fort Worth International Airport Board by the undersigned representative authorized by the Board's Chief Executive Officer and on behalf of Agency by its undersigned authorized representative.

DALLAS/FORT WORTH  
INTERNATIONAL AIRPORT BOARD

Agency:  
CITY OF MCKINNEY

By \_\_\_\_\_

By \_\_\_\_\_

Printed  
Name Chris McLaughlin

Printed  
Name Paul Grimes

Title EVP Operations

Title City Manager

Approved as to form:

By: \_\_\_\_\_  
Legal Counsel for the Board