TEXAS A&M
FOREST SERVICE

CASE# _____

SUPPLEMENTAL TERMS AND RESPONSIBILITIES AGREEMENT
TEXAS INTRASTATE FIRE MUTUAL AID SYSTEM
(TIFMAS) GRANT ASSISTANCE PROGRAM

Mobilization of local resources to respond to statewide emergencies is of great concern. The 81st Texas State Legislature passed Senate Bill 1011 in 2009. The law amended portions of the statute governing the Texas Commission on Fire Protection ("TCFP"). One of the amendments changed the TCFP Fire Department Emergency Program (FDEP). By statute, the Fire Department Emergency Program was abolished effective January 1, 2010 and all funds and loan obligations of the former FDEP were transferred to the Texas A&M Forest Service, a member of The Texas A&M University System and an agency of the State of Texas ("Service"). The Service will use a portion of these funds to acquire fire and rescue apparatus to support the Texas Intrastate Fire Mutual Aid System ("TIFMAS").

Through the TIFMAS Grant Assistance Program (the "TIFMAS Grant Program"), the Service considers applications for participation in the TIFMAS Grant Program and will provide certain response apparatus ("TIFMAS Vehicle(s)") to cooperators in the TIFMAS Grant Program.

In consideration for the provision of TIFMAS Vehicle(s), _____ of _____ County, Texas, ("Cooperator"), agrees to the terms and conditions set forth herein.

This agreement describes the Service's statutorily required administration and the terms and responsibilities of Cooperator related to TIFMAS Vehicle grants under the TIFMAS Grant Program. The terms and responsibilities of Cooperator outlined in this agreement will be in effect for the entire time Cooperator owns the TIFMAS Vehicle. Upon grant award, the following shall apply:

Service Authority and Responsibilities:

1. Service shall provide a standardized TIFMAS Vehicle titled in the name of Cooperator under the following conditions:
    a. TIFMAS Vehicle will be provided under a one-hundred percent grant administered by the Service. The vehicle will be acquired on behalf of the Cooperator from a vendor selected by the Service.
    b. Specifications for TIFMAS Vehicle will be developed by Service.
    c. TIFMAS Vehicle will include loose equipment per Service specifications.

2. Service will perform an inspection after the TIFMAS Vehicle has been purchased and delivered and will document the vehicle on a TIFMAS Vehicle Equipment List, signed by both parties.
3. Service will perform occasional inspections of the TIFMAS Vehicle to ensure the Cooperator is fulfilling its obligations in accordance with this agreement.

Cooperator Responsibilities:

1. Cooperator shall take possession of TIFMAS Vehicle at a time and location mutually decided on by Service and Cooperator.
2. Cooperator shall facilitate an initial inspection of the TIFMAS Vehicle by the Service and sign the TIFMAS Equipment Vehicle List provided by Service.
3. Cooperator may add additional loose equipment to the TIFMAS Vehicle, but may not alter or change the original specification of the TIFMAS Vehicle. All additional loose equipment added by Cooperator shall remain the property and responsibility of the Cooperator.
4. Cooperator may use the TIFMAS Vehicle only for the following:
    a. Local and Regional Mutual Aid Incidents.
    b. Local/Regional Multiple Alarm Incidents.
    c. Emergency events threatening properties vital to National Defense, Critical Infrastructure or Important Military Installations.
    d. Local community events (parades, displays).
    e. Training of firefighters.
    f. Temporary standby for Cooperator's regular apparatus while out of service for repairs. Cooperator shall notify the Service if the standby period is expected to exceed 90 days.
5. Cooperator shall house, maintain, operate, and repair the TIFMAS Vehicle in order to ensure a high state of readiness at all times.
    a. Cooperator shall house the TIFMAS Vehicle on the property of the Cooperator and Cooperator shall provide reasonable protection against weather, vandalism, theft, or damage.
    b. Cooperator is responsible for all costs of operating, maintaining, and repairing the TIFMAS Vehicle.
6. Cooperator shall staff TIFMAS Vehicle with trained and qualified personnel when dispatched to any regional or statewide assignment, and shall provide for personnel rotation or replacement when the TIFMAS Vehicle is needed on assignments of extended duration.
7. Cooperator shall carry vehicle liability insurance for the TIFMAS Vehicle and provide proof of insurance coverage to the Service annually. The insurance

liability limits must be equal to or greater than the State of Texas minimum amounts.

8. Cooperator shall operate and maintain each TIFMAS Vehicle in a roadworthy and legal condition, with a current state inspection decal, and within the posted Gross Vehicle Weight Rating (GVWR) of the chassis as stated by the manufacturer.
9. Cooperator shall notify the Service if the TIFMAS Vehicle is not available and cannot respond to a TIFMAS authorized deployment.

General Provisions:

1. The TIFMAS Vehicle will be titled in the name of the Cooperator.
2. ***Service provides the TIFMAS Vehicle "as is" and disclaims any implied warranties, including any warranty of merchantability or fitness for a particular purpose.***
3. Cooperator grants the Service a first-priority security interest in the TIFMAS Vehicle and all equipment provided with the TIFMAS Vehicle and all related proceeds, including insurance payments.
4. If the Cooperator does not fulfill its obligations under the TIFMAS Grant Program, upon written demand from the Service, Cooperator shall immediately deliver the TIFMAS Vehicle and transfer its title to another fire department of the Service's choice. Cooperator shall promptly execute all title transfer documents and perform any other acts deemed necessary by the Service to transfer title to the TIFMAS Vehicle. If Cooperator fails to deliver the TIFMAS Vehicle as provided in this Agreement, the Service may, in addition to any other remedies provided by law, enter onto Cooperator's premises where the TIFMAS Vehicle is located and take possession of the TIFMAS Vehicle.
5. The Service shall have the right to inspect the TIFMAS Vehicle at any time.
6. Deployment and reimbursement for use of TIFMAS Vehicle under a TIFMAS deployment shall be in accordance with Appendix 6 – Annex F of the State of Texas Emergency Management Plan. There are no provisions for reimbursement from the Service to the Cooperator on any mutual aid assignment.
7. Cooperator may not assign, pledge, encumber, or hypothecate the TIFMAS Vehicle or grant any other security interest in the TIFMAS Vehicle.
8. If the Cooperator chooses to end its participation in the TIFMAS Grant Program, Cooperator shall give Service 14-days prior written notice. Upon termination of its participation, all TIFMAS Vehicles, equipment, and titles will be transferred to another fire department of the Service's choice. Cooperator shall not alter the TIFMAS Vehicle in any way prior to transferring the TIFMAS Vehicle. The Cooperator will be liable for all loss of or damage to the TIFMAS Vehicle, normal wear and tear excepted.

9. The primary points of contact for each party shall be as follows:

Cooperator	Service
	Texas A&M Forest Service P.O. Box 310 Lufkin, TX 75901 Attn: Emergency Services Grants Unit Tel: (936) 639-8130 Fax: (936) 639-8138

Contracting parties shall notify each other of any changes in the above. Any notices regarding violations or termination shall be made in writing to the point of contact.

10. Performance by the Service under this agreement is dependent upon the appropriation and allotment of funds by the Texas State Legislature (the "Legislature"). If the Legislature fails to appropriate or allot the necessary funds, the Service shall issue written notice to Cooperator and the Service may terminate this Agreement without further duty or obligation. Cooperator acknowledges that appropriation of funds is beyond the control of the Service.

11. Cooperator understands that pursuant to Section 51.9335(c) of the *Texas Education Code*, the state auditor may audit purchases of goods or services by an institution of higher education or by a component thereof that purchases goods and services. Cooperator shall cooperate with the state auditor in the conduct of an audit or investigation, including without limitation, providing all records requested.

12. Cooperator expressly acknowledges that the Service is an agency of the State of Texas and nothing in this Agreement waives or relinquishes by the Service of its right to claim such exemptions, privileges, and immunities as may be provided by law.

13. Cooperator shall use the dispute resolution process provided in Chapter 2260, *Texas Government Code*, and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260 to attempt to resolve any claim for breach of contract made by Cooperator that cannot be resolved in the ordinary course of business. Cooperator shall submit written notice of a claim of breach of contract under this Chapter to the Associate Director for Finance and Administration of the Service, who shall examine Cooperator's claim and any counterclaim and negotiate with Cooperator in an effort to resolve the claim.

Acceptance of Terms and Responsibilities

Cooperator

_____
Signature

_____
Title (Please Print)

_____
Date