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 Forest Service (“TFS”), a member of The Texas A&M University System and an agency of the State of Texas, herein referred to as “Service.” The Service will use a portion of these funds to administer a pilot project 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 document 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 document shall 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 will provide a standardized TIFMAS Vehicle titled in the name of Cooperator under the following guidelines:
   a. TIFMAS Vehicle will be provided under a one-hundred percent grant funded program administered by the Service through a third party 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 insure the Cooperator is fulfilling its obligations in accordance with this agreement.

Cooperator Responsibilities:

1. Cooperator will take possession of TIFMAS Vehicle at a time and location mutually decided on by Service and Cooperator.

2. Cooperator will 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 cannot 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 will 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 agrees to notify the Service if the standby period will exceed 90 days.

5. Cooperator will house, maintain, operate, and repair the assigned TIFMAS Vehicle in order to ensure a high state of readiness at all times.
   a. TIFMAS Vehicle shall be housed on the property of the Cooperator and Cooperator will provide reasonable protection against weather, vandalism, theft, or damage.
   b. All costs for operating, maintaining, and repairing the TIFMAS Vehicle shall be the responsibility of the Cooperator.

6. Cooperator will staff TIFMAS Vehicle with trained and qualified personnel when dispatched to any regional or statewide assignment, and will provide for personnel rotation or replacement when the TIFMAS Vehicle is needed on assignments of extended duration.

7. Cooperator will carry vehicle liability insurance. Proof of insurance coverage for the TIFMAS Vehicle must be provided to the Service annually. The insurance liability limits must be equal to or greater than the State of Texas minimum amounts.
8. Cooperator will 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 apparatus is damaged and cannot respond for a TIFMAS authorized deployment.

General Provisions:

1. The TIFMAS Vehicle will be titled in the name of the Cooperator.

2. If the Cooperator does not fulfill its obligations under the TIFMAS Grant Program, the TIFMAS Vehicle and title must be transferred to another fire department of the Service’s choice.

3. The Service shall have the right to inspect the TIFMAS Vehicle at any time.

4. Deployment and reimbursement for use of apparatus 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.

5. 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. Damage shall be limited to normal wear and tear.

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

<table>
<thead>
<tr>
<th>Cooperator</th>
<th>Service</th>
</tr>
</thead>
<tbody>
<tr>
<td>Texas Forest Service</td>
<td>P.O. Box 310</td>
</tr>
<tr>
<td></td>
<td>Lufkin, TX 75901</td>
</tr>
<tr>
<td></td>
<td>Attn: Emergency Services Grants Unit</td>
</tr>
<tr>
<td></td>
<td>Tel: (936) 639-8130</td>
</tr>
<tr>
<td></td>
<td>Fax: (936) 639-8138</td>
</tr>
</tbody>
</table>

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

7. Performance by the Texas Forest Service under this agreement may be 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 Texas Forest Service will issue written notice to Cooperator and the Texas Forest Service may terminate this Agreement without further duty or obligation hereunder. Cooperator acknowledges that appropriation of funds is beyond the control of the Texas Forest Service.
8. 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 agrees to cooperate with the state auditor in the conduct of the audit or investigation, including without limitation, providing all records requested.

9. Cooperator expressly acknowledges that the Texas Forest Service is an agency of the State of Texas and nothing in this Agreement will be construed as a waiver or relinquishment by the Texas Forest Service of its right to claim such exemptions, privileges, and immunities as may be provided by law.

10. 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, shall be used by the Texas Forest Service and Cooperator 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 Texas Forest Service, who shall examine Cooperator’s claim and any counterclaim and negotiate with Cooperator in an effort to resolve the claim.

11. The Cooperator agrees to abide by the terms and responsibilities described herein and the terms outlined in the grant.

Acceptance of Terms and Responsibilities

Cooperator

________________________
Signature

________________________
Title (Please Print)

________________________
Date