



CASE# 362

**SUPPLEMENTAL TERMS AND RESPONSIBILITIES AGREEMENT
TEXAS INTRASTATE FIRE MUTUAL AID SYSTEM (TIFMAS)
VEHICLE GRANT**

The Texas Legislature established the Texas Statewide Mutual Aid System to provide integrated statewide mutual aid response capability between local government entities without a written mutual aid agreement (Texas Government Code Sec. 418.111). In support of this system, the TIFMAS Vehicle Grants are provided by the Texas A&M Forest Service (TFS), a member of The Texas A&M University System and an agency of the State of Texas, under the Rural VFD Assistance Program to help career fire departments acquire fire and rescue apparatus to respond to statewide emergencies.

In consideration for the provision of TIFMAS Vehicle(s), City of Killeen - Killeen Fire Department of Bell County, Texas, ("Cooperator"), agrees to the terms and conditions set forth herein. This agreement describes TFS' statutorily required administration and the terms and responsibilities of Cooperator related to TIFMAS vehicle grants. The terms and responsibilities of Cooperator provided in this agreement will be in effect for the entire time Cooperator owns the TIFMAS Vehicle. Upon grant award, the following will apply:

TFS Authority and Responsibilities:

1. TFS will 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 TFS. The vehicle will be acquired on behalf of the Cooperator from a vendor selected by TFS.
 - b. Specifications for TIFMAS Vehicle will be developed by TFS.
 - c. TIFMAS Vehicle will include loose equipment per TFS specifications.
2. TFS 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. TFS 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 will take possession of TIFMAS Vehicle at a time and location mutually decided on by TFS and Cooperator.
2. Cooperator will facilitate an initial inspection of the TIFMAS Vehicle by TFS and sign the TIFMAS Equipment Vehicle List provided by TFS.

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 will 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. Standby for Cooperator's regular apparatus while out for repairs. Cooperator will notify TFS if the standby period is expected to exceed 90 days.
5. Cooperator will house, maintain, operate, and repair the TIFMAS Vehicle in order to ensure a high state of readiness at all times.
 - a. Cooperator will house the TIFMAS Vehicle on the property of the Cooperator and Cooperator will provide reasonable protection against weather, vandalism, theft, and damage.
 - b. Cooperator is responsible for all costs of operating, maintaining, and repairing the TIFMAS Vehicle.
6. Cooperator will staff the 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 for the TIFMAS Vehicle And provide proof of insurance coverage to TFS annually. The insurance liability limits must be equal to or greater than the State of Texas minimum amounts. By requiring such insurance, TFS will not be deemed or construed to have assessed the risk that may be applicable to Cooperator under this agreement. Cooperator shall assess its own risks and if it deems appropriate and/or prudent, maintain higher limits and/or broader coverage. Cooperator is not relieved of any liability or other obligations assumed pursuant to this agreement by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types.
8. Cooperator will operate and maintain the 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 will notify TFS 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. ***Vehicle may have a standard manufacturers warrantee at time of purchase. Since the vehicle is titled directly to Cooperator, the standard manufacturers warrantee will be in the Cooperator's name, however, TFS 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 TFS a first-priority security interest in the TIFMAS Vehicle, all equipment provided with it, and all related proceeds, including insurance payments.
4. If the Cooperator does not fulfill its obligations under this agreement, upon written demand from TFS, Cooperator will immediately deliver the TIFMAS Vehicle and transfer its title to another fire department of TFS' choice. Cooperator will promptly execute all title transfer documents and perform any other acts deemed necessary by TFS to transfer title to the TIFMAS Vehicle. If Cooperator fails to deliver the TIFMAS Vehicle as provided in this agreement, TFS 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 and all equipment provided with it.
5. TFS will have the right to inspect the TIFMAS Vehicle at any time.
6. Deployment and reimbursement for use of TIFMAS Vehicle under a TIFMAS deployment will be in accordance with Attachment 2 of Firefighting Annex of the State of Texas Emergency Management Plan. There are no provisions for reimbursement from TFS 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 no longer retain a TIFMAS Vehicle and/or end its participation in the TIFMAS Program, Cooperator will give TFS 14-days prior written notice. Upon termination of the Agreement, all TIFMAS Vehicles, equipment, and titles will either be transferred to another fire department of TFS' choice, or at TFS' direction, disposed of in accordance with Cooperator's normal process. Cooperator will 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 will be as follows:

Cooperator

City of Killeen
 Killeen Fire Department
 P.O. Box 1329
 Killeen, TX 76540

TFS

Texas A&M Forest Service
 200 Technology Way, Suite 1162
 College Station, TX 77845
 Attn: Merrie Noak
 Tel: (979) 458-7354
 Fax: (979) 845-6160
 Email: TIFMASGrants@tfs.tamu.edu

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

10. Performance by TFS 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 TFS will issue written notice to Cooperator and TFS may terminate this Agreement without further duty or obligation. Cooperator acknowledges that appropriation of funds is beyond the control of TFS.
11. Cooperator will cooperate with the Texas State Auditor or the Texas A&M University System Internal Auditor in the conduct of an audit or investigation, including without limitation, providing all records requested.
12. Cooperator expressly acknowledges that TFS is an agency of the State of Texas and nothing in this agreement waives or relinquishes TFS' right to claim such exemptions, privileges, and immunities as may be provided by law.
13. This contractor and subcontractor will abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.
14. Cooperator will 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 will submit written notice of a claim of breach of contract under this Chapter to the Associate Director for Finance and Administration of the TFS, who will examine Cooperator's claim and any counterclaim and negotiate with Cooperator in an effort to resolve the claim.

--signature on next page--

**Acceptance of Terms and Responsibilities
Cooperator**

James C. Kubinski
Signature

FIRE CHIEF
Title (Please Print)

NOVEMBER 13, 2023
Date