



May 16, 2014

City of San Antonio  
Fire Station 48  
ATTN: Guy Duncan  
18100 Bulverde Rd.  
San Antonio, TX 78259

Dear Mr. Duncan:

Two partially executed FEPP/TIFMAS agreements are enclosed. Please obtain the appropriate signature from the city of San Antonio and return one fully executed original to me. The other is for your files.

Sincerely,

A handwritten signature in black ink, appearing to read "Terry Smith", written in a cursive style.

Terry Smith  
Contracts Officer

ts  
Enclosure



**FEDERAL EXCESS PERSONAL PROPERTY PROGRAM (FEPP) /  
TEXAS INTRASTATE FIRE MUTUAL AID SYSTEM (TIFMAS)  
FEPP/TIFMAS VEHICLE ASSIGNMENT PROGRAM**

**AGREEMENT**

*Through the FEPP/TIFMAS Vehicle Assignment Program, the Texas A&M Forest Service (TFS) considers applications for participation and will provide certain response apparatus ("FEPP/TIFMAS Vehicle(s)") to cooperators in the FEPP/TIFMAS Vehicle Assignment Program.*

*In consideration for the provision of FEPP/TIFMAS Vehicle(s), SAN ANTONIO FD of BEXAR County, Texas, ("COOPERATOR"), agrees to the terms and conditions set forth herein.*

*This document describes the TFS's administration and the terms and responsibilities of the Cooperator related to FEPP/TIFMAS Vehicle Assignments under the FEPP/TIFMAS Vehicle Assignment Program. Upon execution of this document, the following shall apply:*

**I. TFS Responsibilities:**

1. *Make available a certain FEPP/TIFMAS Vehicle and tools to be used in the suppression of natural cover and structural fires and for other emergencies which threaten the loss of life and property.*
  - *FEPP/TIFMAS Vehicle will be acquired on behalf of the Cooperator from the USDA Forest Service through its Federal Excess Personal Property Program.*
  - *Specifications for FEPP/TIFMAS Vehicle will be developed by TFS.*
  - *FEPP/TIFMAS Vehicle will be refurbished at the expense of TFS and will include loose equipment per TFS specifications.*
2. *TFS will perform an inspection after the refurbished FEPP/TIFMAS Vehicle has been delivered to COOPERATOR and will document the vehicle on an RFD Equipment Listing, signed by both parties. TFS will perform occasional inspections of the FEPP/TIFMAS Vehicle throughout the term of this Agreement to insure the COOPERATOR is fulfilling its obligations in accordance with this agreement.*
3. *License federal excess motor equipment provided under this Agreement.*
4. *Provide repair parts for FEPP/TIFMAS Vehicle maintenance purposes when available.*

5. *Permit removal of any accessories which the COOPERATOR has added to the FEPP/TIFMAS Vehicle prior to its return to TFS.*
6. *Provide technical assistance in operational fire planning, use of equipment, and training in fire prevention and wildland fire suppression.*
7. *Transport FEPP/TIFMAS Vehicle at the discretion of TFS when and where the means to do so is available. The COOPERATOR may expedite transportation of their own accord.*

**II. Cooperator Responsibilities:**

1. *COOPERATOR will take possession of FEPP/TIFMAS Vehicle at a time and location mutually decided on by TFS and COOPERATOR.*
2. *COOPERATOR will facilitate an initial inspection of the FEPP/TIFMAS Vehicle and sign the RFD Equipment Listing provided by TFS.*
3. *COOPERATOR may add additional loose equipment to the FEPP/TIFMAS Vehicle, but cannot alter or change the original specification of the FEPP/TIFMAS Vehicle. All additional loose equipment added by COOPERATOR shall remain the property and responsibility of the COOPERATOR.*
4. *COOPERATOR will use the FEPP/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 FEPP/TIFMAS Vehicle in order to ensure a high state of readiness at all times.*
  - a. *FEPP/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 FEPP/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, shall be the responsibility of the COOPERATOR.*

6. *COOPERATOR will staff FEPP/TIFMAS Vehicle with trained and qualified personnel when dispatched by TIFMAS or other Texas State Agency with proper authority, to any regional or statewide assignment, and will provide for personnel rotation or replacement when the FEPP/TIFMAS Vehicle is needed on assignments of extended duration.*
7. *COOPERATOR shall notify the Service if the FEPP/TIFMAS Vehicle is not available and cannot respond to a TIFMAS authorized deployment.*
8. *FEPP/TIFMAS Vehicle must be returned to TFS for final disposition.*
9. *COOPERATOR shall maintain current liability and property damage insurance for each FEPP/TIFMAS Vehicle; to assume full liability for injury to the operator or others injured by FEPP/TIFMAS Vehicle and for damages resulting from movement or use; and to indemnify and hold TFS harmless from any and all claims, damages, costs and charges whatsoever.*
10. *Have FEPP/TIFMAS Vehicle inspected annually by an approved vehicle inspection station, and to submit a copy of the certificate of inspection to TFS.*
11. *Provide systematic training to members in fire prevention and suppression, safety and first aid.*
12. *Ensure that the Federal and State identification tag is not defaced or removed from the FEPP/TIFMAS Vehicle.*
13. *Report to TFS if any FEPP/TIFMAS Vehicle is lost, stolen, damaged or missing within five business days of the occurrence and provide law enforcement reports and other documentation as required to substantiate the claim.*
14. *Provide access to, and the right to examine all records, books, papers, or documents relating to this property to TFS, the USDA Forest Service, and the Comptroller General of the United States or their authorized representatives.*

### **III. General Provisions:**

1. *Title to the FEPP/TIFMAS Vehicle shall remain with the USDA Forest Service.*

2. *When FEPP/TIFMAS Vehicle on loan to a COOPERATOR is lost, damaged, or stolen, the SERVICE will determine whether there was negligence or gross negligence on the part of a legitimate operator or custodian. Incidents of negligence or gross negligence will be resolved in accordance with the USDA Forest Service FEPP Desk Guide Chapter 20.*
3. *TFS shall have the right to inspect the FEPP/TIFMAS Vehicle at any time.*
4. *TFS shall have the right to recall the FEPP/TIFMAS Vehicle when the vehicle is not being maintained and/or operated in such a manner as to be of mutual advantage and assign the FEPP/TIFMAS Vehicle to another department of TFS's choice.*
5. *Violation of any section of this Agreement could result in its termination and further participation in and use of available funds in TFS's Rural Fire Protection Program.*
6. *This Agreement is not assignable.*
7. *This Agreement shall be governed by the laws of the state of Texas. Pursuant to Section 85.18 (b), Texas Education Code, venue for a state court suit filed against The Texas A&M University System, any member of The Texas A&M University System, or any officer or employee of The Texas A&M University System is in the county in which the primary office of the chief executive officer of the system or component, as applicable, is located. At execution of this Agreement, such county is Brazos County, Texas.*
8. *This is the entire agreement and any subsequent amendments shall be in writing and signed by both parties.*
9. *This Agreement supersedes and replaces all previous verbal and written agreements.*
10. *This Agreement covers all FEPP/TIFMAS Vehicles still in possession by the COOPERATOR that was assigned on previous verbal or written agreements.*
11. *Deployment and reimbursement for use of FEPP/TIFMAS Vehicle under a TIFMAS deployment shall be in accordance with the TIFMAS Business Manual. There are no provisions for reimbursement from the TFS to the COOPERATOR on any mutual aid assignment. COOPERATOR shall not bill for reimbursement of equipment expenses on federal responses.*

12. *If the COOPERATOR chooses to end its participation in the FEPP/TIFMAS Vehicle Assignment Program, COOPERATOR shall give Service 14-days prior written notice. Upon termination of its participation, all FEPP/TIFMAS Vehicles and equipment will be transferred to another fire department of the TFS's choice. COOPERATOR shall not alter the FEPP/TIFMAS Vehicle in any way prior to transferring the FEPP/TIFMAS Vehicle. Damage shall be limited to normal wear and tear.*
13. *Performance by TFS 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, TFS will issue written notice to COOPERATOR and TFS may terminate this Agreement without further duty or obligation hereunder. COOPERATOR acknowledges that appropriation of funds is beyond the control of TFS.*
14. *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 an audit or investigation, including without limitation, providing all records requested.*
15. *COOPERATOR expressly acknowledges that TFS is an agency of the State of Texas and nothing in this Agreement will be construed as a waiver or relinquishment by the Service of its right to claim such exemptions, privileges, and immunities as may be provided by law.*
16. *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 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 Service, who shall examine COOPERATOR's claim and any counterclaim and negotiate with COOPERATOR in an effort to resolve the claim.*
17. *The primary points of contact for each party shall be as follows:*

**COOPERATOR**

San Antonio FD  
PO Box 839966  
San Antonio TX 78283-3966  
Attn: Brenda Werts

**TFS**

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 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.

**IV. Acceptance of Terms and Responsibilities**

The COOPERATOR agrees to abide by the terms and responsibilities described herein for a period of five years, effective upon final signature.

**COOPERATOR**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title (Please Print)

\_\_\_\_\_  
Date

**TFS**

  
\_\_\_\_\_  
Signature

Director and State Forester  
Title

5-14-14  
Date

F E P P  
RCFP EQUIPMENT LISTING

Cooperator San Antonio FD located at San Antonio, Texas 78283 (Zip).

Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_

Address: PO Box 839966 Phone No.: 210-206-8560

County: Bexar

EQUIPMENT DESCRIPTION: FEPP # 08439/AG0001612544

1. Truck: Type: Truck Fire Type 3 Wildland Engine Model: Ford Year: 1994  
Motor or Serial No.: 1FDXK84E0RVA19091 License No.: 114-8322  
Cab: \_\_\_\_\_ Chassis: \_\_\_\_\_

2. Trailer: Type: \_\_\_\_\_ Model: \_\_\_\_\_ Year: \_\_\_\_\_  
Serial No.: \_\_\_\_\_ License No.: \_\_\_\_\_

San Antonio FD  
COOPERATOR

TEXAS FOREST SERVICE, a Member of  
The Texas A&M University System

By: \_\_\_\_\_

By: Jason Keiningham

Title: \_\_\_\_\_

Title: Capacity Building Department Head

Date: \_\_\_\_\_

Date: 5/14/14