



Funding Policy for Ambulance(s) and Fire Truck(s)

It is the policy of the Mary E. Bivins Foundation to distribute funds for charitable purposes that address the specific nonrecurring needs of qualified nonprofit organizations committed to improving and enriching the quality of life in the northernmost 26 counties of the Texas Panhandle. The policy outlined below is specific to the Foundation's consideration of funding requests from rural communities for the purchase or upgrade of an ambulance and/or fire truck.

- The applicant must meet all eligibility requirements as outlined on the MEBF grantmaking website and in accordance with IRS regulations.
- The applicant must provide evidence of support for the request, ability to work with other agencies and evaluation of potential duplication of services.
- The applicant must raise at least half of the cost of the request prior to grant submission.
- The applicant must, in a timely manner, exhaust all state and federal funding sources prior to grant submission.
- The applicant must submit Ambulance Activity Reports showing proof of need (i.e. emergency runs, non-emergency transports, false alarm calls, standby at athletic events, etc.) as part of the application.
- The applicant must submit Fire Truck Activity Reports showing proof of need (i.e. In-town, aid to other communities or counties, number of structure, grass, chemical, other, fires etc.).
- The applicant must provide current number, type, and year model of ambulance(s) and fire truck(s) in fleet and provide a preventive maintenance schedule for current vehicles.
- The applicant may not submit a funding request more frequently than every ten years.
- Priority consideration will be given to areas with no services or that are underserved.
- Priority consideration will be given to applicants who have signed the Panhandle Region (Texas State Planning Region 1) Regional Mutual Aid Agreement. **Attachment 1**

**PANHANDLE REGION (TEXAS STATE PLANNING REGION 1)
REGIONAL MUTAL AID AGREEMENT**

This Regional Mutual Aid Agreement (the "**Agreement**") is made by and between the cities and counties of the Texas State Planning Region 1 (as designated by the Governor's Office and for the purpose of this document referred to as the "**PRPC COG**" or "**COG**"), who have, by resolution of their governing body, adopted and joined themselves to this Agreement as a participating party (the "**Parties**").

RECITALS

- A. The attacks of September 11, 2001, have heightened our awareness that emergency planning is essential for the public health, safety, and welfare, and have fortified our resolve to effectively respond to disasters.
- B. The Parties recognize the vulnerability of the people and communities located within the Region to damage, injury, and loss of life and property resulting from disasters and/or civil emergencies and recognize that disasters and/or civil emergencies may present equipment and manpower requirements beyond the capacity of each individual Party.
- C. The Parties recognize that in the past, mutual aid has been provided between or among the Parties in the form of personnel, supplies and equipment during disasters and/or civil emergencies as well as during cleanup periods.
- D. The governing officials of the Parties desire to secure for each Party the benefits of mutual aid and protection of life and property in the event of a disaster and/or civil emergency.
- E. The Parties wish to make suitable arrangements for furnishing mutual aid in coping with disasters and/or civil emergencies and are so authorized and make this Agreement pursuant to Chapter 791, Texas Government Code (Interlocal Cooperation Act), Chapter 418, Texas Government Code (Texas Disaster Act of 1975), and Executive Order No. RP-12 by the Governor of the State of Texas (April 3, 2002).
- F. The Parties recognize that a formal agreement for mutual aid would allow for better coordination of effort, would provide that adequate equipment is available, and would help ensure that mutual aid is accomplished in the minimum time possible, and thus desire to enter into an agreement to provide mutual aid.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants herein, the participating Parties, authorized by appropriate actions of their governing, bodies, hereby agree as follows:

1. **Legal Authority.** This Agreement is made pursuant to the authority of Chapters 418, 433 and 791 of the Texas Government Code, Chapter 362 of the Texas Local Government Code, and all other constitutional and statutory provisions which may provide authority for any of the Parties.

2. Parties' Emergency Management Plan.

Each Party shall prepare and keep current an emergency management plan for its jurisdiction to provide for emergency/disaster mitigation, preparedness, response and recovery, in accordance with Chapter 418 of the Texas Government Code. The emergency management plan shall incorporate the use of available resources, including personnel, equipment and supplies, necessary to provide mutual aid. The emergency management plan shall be submitted to the Governor's Division of Emergency Management.

3. Scope of Authority.

- (a) Each Party will endeavor to provide mutual aid in the event of a disaster or civil emergency upon request from another Party. (The *requesting* Party is hereafter referred to as the "Requesting Party"; the *requested* Party as the "Responding Party.")

"Disaster Assistance" means the provision of emergency management, police, fire, emergency medical, utility, street, debris removal, and/or other related services, without limitation, during a Disaster.

"Disaster", consistent with the definition in Section 418.004 of the Texas Government Code, means the occurrence or imminent threat of widespread or severe damage, injury, of loss of life or property resulting from any natural or man-made cause, including fire, flood, earthquake, wind, storm, wave action, oil spill or other water contamination, volcanic activity, epidemic, air contamination, blight, drought, infestation, explosion, riot, hostile military or paramilitary action, other public calamity requiring emergency action, or energy emergency (as that term is defined in Chapter 418 of the Texas Government Code), within the jurisdiction of any of the Parties.

The Parties agree that an act of terrorism is contemplated within the definition of "disaster" as that word is defined in Section 418.004 of the Texas Government Code. "Disaster" does not include ordinary emergencies, such as a small localized hazardous material spills, which have historically been handled in the normal course of government operations by the Parties.

- (b) "Civil emergency" means an unforeseen combination of circumstances or the resulting consequences thereof within the geographic limits of a given jurisdiction that calls for immediate action or for which there is an urgent need for assistance or relief to protect the general citizenry.

In accordance with Section 362.002, Texas Local Government Code, law enforcement *"assistance may be provided only when the mayor or other officer authorized to declare a state of civil emergency in the other county, municipality, or joint airport considers additional law enforcement officers necessary to protect health, life, and property in the county, municipality, or joint airport because of disaster, riot, threat of concealed explosives, or unlawful assembly characterized by force and violence or the threat of force and violence by three or more persons acting together or without lawful authority."*

4. Request for Assistance.

The request for assistance will:

- a. be made only after a Declaration of Local Disaster by a Requesting Party pursuant to Section 418.108, Texas Government Code, or after a proclamation of a State of Emergency under Section 433.001, Texas Government Code,
- b. be made by the highest ranking authority of Requesting Party available at the time of need,
- c. be made to the highest ranking authority of the Responding Party available at the time of need, and
- d. specify to the greatest extent possible the location to which the resources are to be dispatched, the nature of the problem requiring assistance, the resources requested, and the specific time the resources will be needed.

Notwithstanding anything in this Agreement, the decision whether to respond in any particular situation or the level of response to be provided is at the sole discretion of the representative of the Responding Party making the decision. The Responding Party's representative will make a discretionary decision at the time of the request, considering the nature and magnitude of the request, whether and the extent to which the Responding Party's resources are available and should be provided and subject to availability that does not disrupt proper service to its own jurisdiction.

5. Incident Command.

- (a) Each Party will have an incident command system in place. The Requesting Party will designate an Incident Commander. Resources provided by the Responding Party will be subject to the direction of the Incident Commander, unless the Incident Commander based on all the facts and circumstances at the scene of operation, requests that the Responding Party take charge of the operation based on superior resources, expertise, or other reason. In order to realize maximum effectiveness, it is the intention of the Parties that the response be under unified command with the highest degree of coordination possible under the circumstances.
- (b) Any Request for Assistance hereunder shall include a statement of the amount and type of equipment and number of personnel requested, shall specify the location to which the equipment and personnel are to be dispatched, and shall state the time period for which such equipment and personnel are requested. The Responding Party shall, in its sole discretion, determine what equipment and personnel are available to furnish the requested assistance.
- (c) The Commander of the Responding Party shall report to the Incident Commander at the location to which the equipment and personnel are dispatched.

- (d) A Responding Party shall be released by the Requesting Party when the services of the Responding Entity are no longer required or when the officer in charge of the Responding Party's forces determines, in the officer's sole discretion, that further assistance should not be provided.
- (e) Responding personnel must meet the minimum standards for their position as established by their jurisdiction.
- (f) If there is a conflict between the operating procedures and professional standards of the providing Party and the requesting Party, the operating procedures and professional standards of the providing Party will control the use of the providing Party's assets and personnel.

6. Training Exercises.

The Parties will endeavor to actively participate in multi-jurisdictional training exercises and drills for the type of emergency response situations which may result in a request under this Agreement.

7. Other Mutual Aid Agreements, Supplementary Agreements and Protocols.

The Parties are encouraged, all or some, to enter into additional agreements and protocols governing response to particular situations and circumstances. Operating departments of the Parties (for example, fire and police) are authorized and encouraged to enter into specific emergency protocols with their counterparts to enhance coordination in disaster response situations. Notwithstanding Section 23 below, it is understood and agreed that certain signatory Parties may have heretofore contracted or may hereafter contract with each other for mutual aid in disaster situations, and it is agreed that this Agreement shall be subordinate to any such individual contract. To assist each other in the process of mutual aid response planning, each Party agrees to inform the other Parties of all mutual aid agreements that each Party has with other municipalities, entities, counties, and state or federal agencies. Specifically, the existence of this Agreement shall not prevent a municipality, county, rural fire prevention district, emergency services district, fire protection agency, organized volunteer group, or other emergency services entity from providing mutual aid assistance on request from another municipality, county, rural fire prevention district, emergency services district, fire protection agency, organized volunteer group, or other emergency - services entity, in accordance with the provisions in Section 418.109 (d) of the Texas Government Code. Additionally, the existence of this Agreement shall not prevent any Local Government which is a Party hereto from providing emergency assistance to another Local Government which is not a party hereto, in accordance with the provisions in Section 791.027 of the Texas Government Code.

8. Responsibility for Response Costs.

A Responding Party is authorized to request reimbursement from the Requesting Party for actual costs incurred pursuant to this Agreement in furnishing disaster assistance.

The Requesting Party will make reimbursement as soon as practically possible following the submission of a claim by the Responding Party. If after 90 days from the receipt of said claim, reimbursement has not been made then, the Responding Party may contact the Requesting Party to work out a mutually-agreeable payment schedule for settling the claim. The claim for and payment of claims for reimbursement will be subject to paragraph 21.

In the event of a dispute regarding a request for reimbursement, both parties agree to submit the matter to mediation using a mediator acceptable to both parties.

Personnel who are assigned, designated or ordered by their governing body to perform duties pursuant to this Agreement shall continue to receive from the Responding Party the same wages, salary, pension, and other compensation and benefits for the performance of such duties, including injury or death benefits, disability payments, and worker's compensation benefits, as though the service had been rendered within the limits of the jurisdiction where the personnel are regularly employed.

9. Participation Notice.

Each Party shall notify the COG Executive Director of its participation in this Agreement by furnishing an executed original of the attached Participation Notice.

10. Administrative Services.

The COG agrees to provide administrative services necessary to coordinate this Agreement, including notifying Parties of new participants and withdrawals and providing all Parties, in a routine, timely manner, with a current list of contact information for each Party.

11. Federal and State Participation.

Federal and state entities may participate in this Agreement, to the extent of any limitations of their authority, by furnishing an executed original of the attached Participation Notice to the COG Executive Director.

12. Inventory and Database.

A current inventory and database of resources available to each Party for response under this Agreement shall be maintained by the COG and disbursed to the Parties on a timely basis, at least every six months. The COG will develop a form to facilitate Parties entry and updating of inventory and resource information, send reminders to parties to update information, place inventory and resource information on its website, and take other actions reasonably necessary for the Parties to access current information. This inventory information will be restricted for use solely by the current Parties participating in this Agreement.

13. Withdrawal.

A Party may withdraw from this Agreement at any time by written notice to the COG Executive Director, transmitting a copy of the action of the Party's governing body.

The Party withdrawing from this Agreement will still be responsible for any outstanding reimbursement claims for previously rendered disaster assistance.

14. Not for Benefit of Third Parties.

This Agreement and all activities hereunder are solely for the benefit of the Parties and not the benefit off any third party.

15. Exercise of Police Power.

This Agreement and all activities hereunder are undertaken solely as an exercise of the police power of the Parties, exercised for the health, safety, and welfare of the public generally, and not for the benefit of any particular person or persons and the Parties shall not have nor be deemed to have any duty to any particular person or persons.

16. Immunity not Waived.

Nothing in this Agreement is intended, nor may it be deemed, to waive any governmental, official, or other immunity or defense of any of the Parties or their officers, employees, representatives, and agents as a result of the execution of this Agreement and the performance of the covenants contained herein.

17. Civil Liability to Third Parties.

Each Responding Party and *Requesting Party* will be responsible for any civil liability for its own actions and will determine what level, if any, of insurance or self-insurance it should maintain for such situations.

18. Waiver of Claims Against Parties; Immunity Retained.

Except as provided in Paragraph 8, the Parties agree that they shall not be liable to each other, and hereby waive all claims against the other Parties, for compensation for any loss, damage, including attorney's fees and interest personal injury, or death occurring as a consequence of the performance of the Agreement, except those caused in whole or in part by the gross negligence or intentional act of any officer, employee, or agent of another party. No Party waives or relinquishes any immunity or defense it may enjoy under state law and specifically Section 421.062 of the Texas Government Code for the furnishing of a homeland security activity as that term is defined in Chapter 421 of the Texas Government Code on behalf of itself, its officers, employees and agents for the performance of an activity under this Agreement.

19. Amendments to Agreement.

This Agreement may not be amended without the lawful action of the governing bodies of the Parties. No officer or employee of any of the Parties shall have authority to waive or otherwise modify the obligations in this Agreement, without the express action of the governing body of the Party.

20. Captions.

Captions to provisions of this Agreement are for convenience and shall not be considered in the interpretation of the provisions.

21. Equipment and Personnel.

During the time mutual aid is being furnished, all equipment used by the Party rendering aid shall continue to be owned, leased, or rented by the Party rendering aid. At all times while equipment and personnel of a Party rendering aid are traveling to, from, or within the geographical limits of the Requesting Party in accordance with the terms of this Agreement, such personnel and equipment shall be deemed to be employed or used, as the case may be, in the full line and cause of duty of the Party rendering aid. In addition, such personnel shall be deemed to be engaged in a governmental function of their entity.

22. Expending Funds.

Each Party that performs services or furnishes aid pursuant to this Agreement shall do so with funds available from current revenues of the Party. No Party shall have any liability for the failure to expend funds to provide aid hereunder.

23. Term.

This Agreement shall become effective as to each Party when approved and executed by that Party. This Agreement shall continue in force and remain binding on each and every Party until such time as the governing body of a Party terminates its participation in this Agreement pursuant to Section 12 of this Agreement. Termination of participation in this Agreement by a Party(ies) shall not affect the continued operation of this Agreement between and among the remaining Parties and this Agreement shall continue in force and remain binding on the remaining Parties.

24. Entirety.

This Agreement contains all commitments and agreements of the Parties with respect to the mutual aid to be rendered hereunder during or in connection with a disaster. No other oral or written commitments of the Parties with respect to mutual aid under this Agreement shall have any force or effect if not contained herein, except as provided in Section 6 above.

25. Interlocal Cooperation Act.

The Parties agree that mutual aid in the context contemplated herein is a "governmental function and service" and that the Parties are "local governments" as that term is defined herein and in the Interlocal Cooperation Act.

26. Severability.

If a provision contained in this Agreement is held invalid for any reason, the invalidity does not affect other provisions of the Agreement that can be given effect without the invalid provision, and to this end the provisions of this Agreement are severable.

27. Validity and Enforceability.

If any current or future legal limitations affect the validity or enforceability of a provision of this Agreement, then the legal limitations are made a part of this Agreement and shall operate to amend this Agreement to the minimum extent necessary to bring this Agreement into *conformity* with the requirements of the limitations, and so modified, this Agreement shall continue in full force and effect.

28. Representation of Authority.

The Agreement has been officially authorized by the governing body of each Party hereto and each signatory to this Agreement represents that the signatory has full authority to execute this Agreement and to legally bind the respective Party to this Agreement.

29. Governing Law and Venue.

This Agreement shall be governed by the laws of the State of Texas. Venue for an action arising under this Agreement shall be in accordance with the Texas Rules of Civil Procedure.

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RESOLUTION NO. _____

A RESOLUTION BY THE _____ OF _____, TEXAS, AUTHORIZING THE _____ PARTICIPATION IN THE PANHANDLE REGION (TEXAS STATE PLANNING REGION 1) REGIONAL MUTAL AID AGREEMENT AND DESIGNATING THE _____ TO SERVE AS THE _____ CHIEF REPRESENTATIVE IN ALL MATTERS PERTAINING TO THE _____ PARTICIPATION IN THIS AGREEMENT.

WHEREAS, _____ is vulnerable to disasters, both man-made and natural, which pose a threat to the welfare and safety of the County's residents and their property; and

WHEREAS, in the event of a large-scale disaster, the _____ could be faced with a situation that exceeds the it's capacity to effectively respond to the incident thereby placing residents and their property at greater risk; and

WHEREAS, this same limitation impacts localities across the Texas Panhandle; and

WHEREAS, it would benefit the _____, as well as the other localities of the region, if during times of exigency, disaster assistance could be shared by and between those localities, as needed and available, to affect a higher, more appropriate level of response; and

WHEREAS, the Panhandle Region (Texas State Planning Region 1) Mutual Aid Agreement was developed to provide for the sharing of disaster assistance among the localities of the region, as needed and available, to afford all residents of the Panhandle a greater degree of protection; and

WHEREAS, the _____ finds that it is in the best interest of its residents to participate in the Panhandle Region (Texas State Planning Region 1) Mutual Aid Agreement.

NOW THEREFORE, be it resolved by the _____ of _____, Texas, that:

1. The County is hereby authorized to join itself as a party to the Panhandle Region (Texas State Planning Region 1) Mutual Aid Agreement.
2. The _____, as the _____'s Emergency Management Director, is designated to serve as the County's Chief Representative in all matters pertaining to it's participation in this Agreement.
3. The _____ agrees to abide by the terms of this Agreement insomuch as it benefits the welfare and safety of our residents and their property.

CONSIDERED AND APPROVED THIS ____ DAY OF _____, 2003.

ATTEST:
