

Dan A. and LaRue B. Langford Memorial Fund

Mission:

The Dan A. and LaRue B. Langford Memorial Fund (the Fund) is designed to assist active members of the Ponderosa Fire Department (PFD) to advance themselves and their education in the field of fire science and related disciplines, and to apply approved funds for special projects.

Purpose

Education

The purpose of the Fund is to assist individuals who have made the decision to support their community by voluntarily undertaking the endeavor of fire/rescue/EMS services by helping them become safer through knowledge. Additionally, this fund is intended as a vehicle to promote active volunteerism in the PFD. This Fund will support active members who wish to take educational courses that will improve their knowledge and capabilities while in turn making them more valuable to PFD and consequently the community. Distributions from the Fund shall be directed toward that end. This Fund is not to be used as a replacement for fire department training, and is intended for education beyond that which is normally undertaken in the PFD. Examples of appropriate use of the Fund would be to help defray expenses for classes leading to an accredited degree program in fire science, attending training for Emergency Medical Services, or other certifications, although it is not required that the training/education lead to a certification or degree. This Fund would not be used to take a class on ventilation. It could however be used to attend an accredited fire academy in pursuit of certification in which ventilation is part of the curriculum. Use of money from the Fund must benefit the member who, in turn, must use that knowledge and skill to benefit the PFD.

Special Projects

The committee may accept fund requests for special projects and related costs that would improve the PFD/PVFA. Each request must be related to improving facilities or equipment, and each successful request must be appropriately identified with the Fund name.

Qualified Education Funding Categories

Certain qualified funding will be for tuition, books, related lab fees and for core courses only. No living expenses will be provided. Examples of qualified courses/degrees would be fire protection technology, fire science, EMT, EMT-I, and EMT-P. If a degree is the goal, an application must be submitted for periodic funding and approved prior to disbursement.

Personal Eligibility

To be eligible to receive support from the Fund, the applicant must be a current member of the PFD in good standing for at least two consecutive years immediately preceding the request. During the last year prior to the request, the member must not have had a negative disciplinary comment made to his/her personnel file related to participation levels. The committee will make the final recommendation for funding.

Fund Committee

Upon the submission of a request for disbursement from the Fund, a standing committee will review the application and applicant eligibility. This committee will be comprised of the

following and be appointed by the PVFA Board of Directors. The committee will consist of the following:

- One Command Staff Officer Chairman
- One member from each fire station
- One PVFA Board member
- Mr. Dan Langford, ex-officio
- Fire Chief, ex-officio

The committee will decide if the education desired falls within the parameters and spirit of the Fund, they will determine if the member meets all applicable eligibility requirements of the Fund, and they will determine the level of funding that will be provided to the applicant using applicable Fund guidelines. All decisions by the committee shall be binding and final and not subject to appeal.

Funding Support

The initial funding will be the Fund's donation amount. The committee and PVFA may invest the Fund in an appropriate financial instrument. Additional financial support for The Fund may be added in the future by various means, not restricted to the following examples, and must be submitted to the committee and the PVFA for approval:

- Donations
- Raffles
- Others as appropriate and agreed to by the committee/PVFA

Financial & Dispute Control of the Fund

The Ponderosa Volunteer Fire Association Board of Directors (PVFA) or their designee will control the assets of the Fund on a day-to-day basis. The PVFA shall also make changes as needed in the event they decide that the overall direction of the Fund should change. As the directing entity of the Fund, the PVFA board will retain the ability to overturn the committee's determination by a majority vote.

- A special account will be established that is separate from other PVFA accounts and operated as per PVFA discretion.
- The PVFA shall have the power to review the committee's decision for disbursement and make the final determination of the level of funding the individual applicants may receive based on Fund management requirements.
- The PVFA shall also have the power to resolve disputes relative to the committee's determinations.

Fund Disbursements and Fund Reimbursements

The monies disbursed from this Fund may be considered a 0% interest loan under normal circumstances. However, the committee/PVFA retains the right to make a grant from the Fund in lieu of a loan.

Applicant Agreement

The applicant must commit to an agreement between the PVFA and the individual. This agreement is for the successful applicant to commit to a minimum of three years of qualified and active membership after course completion in the PFD by meeting or exceeding all participation requirements including responses, training and other member requirements as determined by the Command Staff. The applicant must attain a C/2.0 grade or better to be

subject to reimburse the Fund if any monies had been distributed.

In the event of failing in any portion of the above requirements, the approved applicant will be subject to repaying the balance of the loan or grant in full within 30 days of notification. Failure to meet the repayment requirement will subject the individual to any means necessary in collecting the amount due. Any and all costs associated with the collection process will be the responsibility of the individual, including but not limited to reasonable and necessary attorney fees and court costs.

Repayment Requirements

The minimum monthly repayment amount shall be \$80.00 unless otherwise set by the Committee and payments may be made in \$40.00 increments. Failure to meet the repayment requirements will result in interest charged at no more than 5% or the current Federal Student Loan current rate. Failure to reimburse the Fund as prescribed may result in legal or procedural remedies.

The Requesting Process

To request a disbursement from the Fund, a member must contact the chair of the Fund for required paperwork. Upon filling out the required forms and providing the required documents, the applicant will return the package to the chair who will then call a committee meeting as soon as feasible to review the application. The committee will provide a written report to the PVFA for appropriate action. The report will include the approval of the request, as well as the reasons for the decision. This report will also include repayment requirements. In turn, the chair will advise the applicant of the committee's decision.

Dan A. and LaRue B. Langford Memorial Fund
APPLICATION FORM

Version date
Print legibly or type

Name _____ Member Since _____

Institution providing the training/education _____

Course/project description/syllabus – attach as appropriate _____

Start and End date of course/project _____

Approximate cost of course(s)/project _____

The reason(s) I am requesting financial assistance from The Fund (add additional sheets if needed):

How will this benefit PFD and the community? (add additional sheets if needed):

What level of assistance is being sought? (add additional sheets if needed):

I may be required to provide training/education records and participation evidence as part of the application package. Also, I will provide any additional documentation relative including bids/receipts/course transcripts to this request as needed by the committee. I agree to abide by all requirements as set forth by the committee and/or the PVFA.

I _____ attest that the above information is true and correct to the best of my knowledge, and that I agree to this policy document and committee requirements as provided to me.

_____ Signed	_____ Date
_____ Print Name	_____ Date
_____ Committee Approval	_____ Date
_____ PVFA Agenda Item	_____ Date

DAN A. and LaRUE B. LANGFORD MEMORIAL
APPLICANT AGREEMENT

This Dan A. and LaRue B. Langford Memorial Fund Applicant Agreement is entered into on the below signed date by and between ***PONDEROSA VOLUNTEER FIRE ASSOCIATION, INC.*** (hereafter, "***PVFA***") and _____ (hereafter, "Applicant").

RECITALS

WHEREAS, the Dan A. and LaRue B. Langford Memorial Fund (hereafter, "the Fund") was created to assist active members of PVFA to advance themselves and their education in the field of fire science and related disciplines for the benefit of Applicant, Ponderosa Fire Department (PFD) and the community;

WHEREAS, Applicant desires and requests that the Fund pay for certain qualified educational course expenses on behalf of Applicant;

NOW, THEREFORE, in consideration of the premises and of the mutual representations, warranties and covenants herein contained, the receipt and sufficiency of which are hereby acknowledged and confessed, the parties hereby agree as follows:

AGREEMENT

1. **Applicant Representations Prior to Funding.** Applicant represents and warrants that the following statements are true and correct:

- a. Applicant is a current member of the PFD in good standing for at least two consecutive years immediately preceding this request;
- b. During the last year before this request, Applicant has not had any negative disciplinary comments made to Applicant's PFD personnel file related to participation levels;
- c. Applicant desires to take certain qualified educational courses in the field of fire science and related disciplines; and
- d. All funding provided by the Fund shall be used by Applicant for the sole purpose of paying for Applicant's qualified course expenses, including tuition, books, and related lab fees.

2. **Applicant Obligations While Taking Qualified Courses.** Applicant represents that, while taking any qualified courses paid for by the Fund, Applicant shall:

- a. meet or exceed all PFD participation requirements, including but not limited to, responses, training, and other member requirements as

determined by the Command Staff¹;

- b. maintain at least a passing grade (C / 2.0 or better);
- c. provide PVFA, if requested to do so, receipts for qualified educational course expenses paid for by the Fund;
- d. provide PVFA proof of completion of any qualified course work, such as report cards or certificates of satisfactory completion; and
- e. willingly participate in reasonable media distribution upon successful completions of courses/degrees.

3. Applicant Obligations Upon Completion of Qualified Courses. Applicant agrees and commits to the following upon completion of any qualified courses:

- a. Applicant shall commit to a minimum of three years of qualified and active membership in PFD after successful completion of any qualified course.

4. Applicant Obligation to Re-Pay the Fund Upon Failure to Meet All Requirements. Applicant further agrees that if, at any time, Applicant fails to comply with all of the above-stated requirements:

- a. Applicant shall be obligated to re-pay the Fund in full all monies advanced by the Fund for the benefit of Applicant, plus interest at the annual rate of 5% (or the current Federal Student loan rate, if less), within thirty (30) days of receiving written demand to do so from PVFA.
- b. Applicant shall re-pay the Fund by making regular, consecutive payments of at least \$80.00 per month or \$40.00 every two weeks (unless otherwise approved in writing by PVFA).
- c. If Applicant fails to timely re-pay all sums owed, including interest, Applicant agrees to pay all of PVFA's costs of collection, including but not necessarily limited to, reasonable and necessary attorney fees and court costs.

5. Funding. Provided that Applicant strictly complies with all terms and conditions described herein, the Fund shall pay for Applicant's pre-approved, qualified course expenses up to the amount pre-approved by PVFA.

¹ The Command Staff reserves the right to periodically change, amend or modify the PFD participation requirements.

6. Miscellaneous.

a. Entirety of Agreement: This Agreement supersedes all other agreements, either oral or in writing, between the parties to this Agreement, with respect to the subject matter contained herein. This Agreement contains the entire understanding of the parties and all of the covenants and agreements between the parties with respect to such employment.

b. Partial Invalidity: If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall remain in full force and effect, as if this Agreement had been executed without any such invalid provisions having been included.

c. Law Governing Agreement: This Agreement shall be governed exclusively by and construed in accordance with the laws of the State of Texas, without application of its choice of law or forum principals. Further, the parties hereto agree to subject themselves to the jurisdiction of the Courts in the State of Texas with venue exclusively in Harris County, Texas.

d. Modification: This Agreement shall not be amended, modified, or altered in any manner except in a writing signed by both parties.

IN WITNESS WHEREOF the parties to this Agreement have caused same to be signed at Houston, Texas on this the below signed date.

AGREED & APPROVED:

APPLICANT

By _____

Print name: _____

Date: _____

AGREED & APPROVED:

PONDEROSA VOLUNTEER FIRE ASSOCIATION, INC.

By: _____

Print Name: _____

Date: _____