

**INTERLOCAL COOPERATION CONTRACT
MOBILE MEDICAL UNIT PROJECT**

The State of Texas

County of Tarrant

THIS INTERLOCAL CONTRACT ("Contract"), made and entered into pursuant to the Texas Interlocal Cooperation Act, Chapter 791, Texas Government Code (the "ACT"), by and between the **North Central Texas Trauma Regional Advisory Council** (hereafter NCTTRAC) having its principal place of business at 600 Six Flags Drive, Suite 160, Arlington, Texas 76011, and **County of Collin, Texas** (Receiving Agency), a local government, created and operated to provide one or more governmental functions and services, having its principal place of business at **4300 Community Avenue, McKinney, TX 75071**.

I. CONTRACTING PARTIES

The Receiving Agency:

County of Collin, Texas

Complete Address:

4300 Community Avenue, McKinney, TX 75071

The Performing Agency:

**NORTH CENTRAL TEXAS TRAUMA REGIONAL
ADVISORY COUNCIL**

II. LEGAL AUTHORITY

The Receiving Agency represents and warrants to NCTTRAC that:

1. It recognizes NCTTRAC to be a non-profit corporation created under Texas Administrative Code Title 25, Part 1, Chapter 157 and operated to provide one or more governmental functions and services, and as defined as a "Political Subdivision" per §791.003 (3d) and §791.003 (5), and
2. The Receiving Agency is eligible to contract with NCTTRAC under the ACT because it is one of the following: a local government, as defined in the ACT (a county, a municipality, a special district, or other political subdivision of the State of Texas or any other state, or a combination of two or more of those entities), a state agency (an agency of the State of Texas as defined in §771.002 of the Texas Government Code, or a similar agency of another state), or a non-profit corporation created and operated to provide one or more governmental functions and services, and
3. The Receiving Agency possesses adequate legal authority to enter into this Contract.

III. STATEMENT OF SERVICE TO BE PERFORMED:

The Receiving Agency and the NCTTRAC agree to provide services as set forth in the statement of work attached as Exhibit A, Mobile Medical Unit Project.

IV. BASIS FOR CALCULATING COSTS:

The basis for calculating reimbursable costs is outlined in the statement of work attached as Exhibit A, Mobile Medical Unit Project.

V. CONTRACT AMOUNT:

Equipment provided by NCTTRAC under this CONTRACT is provided to the Receiving Agency at no cost.

VI. PAYMENT FOR SERVICES:

The basis for calculating payment for services is outlined in the statement of work attached as Exhibit A, Mobile Medical Unit Project.

VII. TERM OF CONTRACT:

This CONTRACT is effective as of the date of the last signature. The CONTRACT will remain in effect until canceled by the parties in accordance with the terms set forth in paragraph VIII below.

VIII. TERMINATION:

This CONTRACT may be terminated by either the Receiving Agency or NCTTRAC upon thirty (30) days written notice or immediately if the prime award is terminated by the Texas Department of State Health Services (DSHS).

IX. GENERAL PROVISIONS:

1. This CONTRACT is entered into by the duly authorized officials of each respective party.
2. To the extent authorized by the laws and constitution of the State of Texas, the NCTTRAC shall not be liable to the Receiving Agency for any lost profits, special, incidental, consequential or punitive damages, whether for breach of any express or implied warranties or otherwise. NCTTRAC does not warrant that services shall be without defect, interruption, or suited for particular purposes. Receiving Agency agrees to work cooperatively with NCTTRAC to maintain services to the best of both parties' abilities.
3. During the term of this Contract and any extensions thereto, the Receiving Agency assumes all liability arising from the use, employment, deployment, redeployment, and reconstitution of the mobile medical unit and supporting equipment.

4. In case any other provision hereof should be held to be illegal, invalid or unenforceable in any respect, such illegality, invalidity or unenforceability shall not affect any other provision of this Agreement, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been included in this Agreement.
5. It is understood by both parties that each will fulfill its responsibilities under this CONTRACT in accordance with the provisions of law and regulations which govern their activities. Nothing in this CONTRACT is intended to negate or otherwise render ineffective any such provisions or operating procedures. If at any time either party is unable to perform its functions under this agreement consistent with such party's statutory and regulatory mandates, the affected party shall immediately provide written notice to the other to establish a date for mutual resolution of the conflict up to, and including, forfeiture of the use and return to NCTTRAC those assets described in the statement of work attached as Exhibit A.
6. This Agreement constitutes the entire agreement hereto with respect to the subject matter hereof, and supersedes any prior understanding or written or oral agreements between the parties with respect to the subject matter of this Agreement. No amendment, modification or alteration of the terms of the Agreement shall be binding on either party unless the same is in writing, dated subsequent to the date hereof, and is duly executed by the party against whom enforcement is sought.
7. Each person signing this Agreement on behalf of a party hereby confirms for the benefit of the other party to this Agreement that any requisite approvals from the governing body of such party have been obtained, and all prerequisites to the execution, delivery and performance hereof have been obtained by or on behalf of that party.
8. Force Majeure - Either party may be excused from performance under this contract for any period that such party is prevented from performing its obligations in whole or in part as a result of any act of God, war, civil disturbance, epidemic, court order, or other event outside the control of such party, provided the party seeking to be excused has prudently and promptly acted to take any and all reasonable corrective measures that are within such party's control.
9. Neither party has authority for and on behalf of the other except as provided in this contract. No other authority, power, partnership, use or rights are granted or implied except as provided by Texas and or Federal laws and regulations, and as defined in Exhibit A to this CONTRACT.
10. Neither party may incur any debt, obligation, expense or liability of any kind on behalf of the other party without the other party's express written approval.

X. CONTRACT SIGNATURES:

The UNDERSIGNED CONTRACTING PARTIES bind themselves to the faithful performance of this CONTRACT. It is mutually understood that this CONTRACT shall be effective if signed by a person authorized to do so according to the normal operating procedures of said party. If the governing body of a party is required to

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approve this CONTRACT, it shall not become effective until approved by the governing body of that party. In that event, this CONTRACT shall be executed by the duly authorized official(s) of the party as expressed in an approving resolution or order of the governing body of said party, a copy of which shall be attached to this CONTRACT.

**RECEIVING AGENCY
COUNTY OF COLLIN, TEXAS**

APPROVED AS TO FORM AND LEGALITY:

ATTEST:

N/A

Attorney

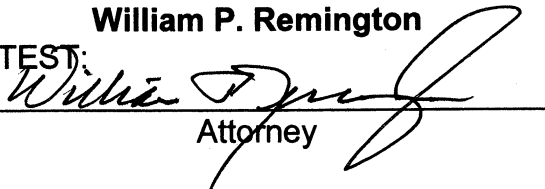

Keith Self
County Judge

**PERFORMING AGENCY
NORTH CENTRAL TEXAS TRAUMA REGIONAL ADVISORY COUNCIL**

APPROVED AS TO FORM AND LEGALITY:

William P. Remington

ATTEST:


Attorney

Hendrik J. Antonisse


Executive Director

EXHIBIT A
MOBILE MEDICAL UNIT PROJECT

I. Purpose of Agreement

It is the purpose of this Agreement to establish a cooperative and mutually beneficial relationship between the parties and to set forth the relative responsibilities of the parties as they relate to the utilization of mobile medical unit equipment and caches of emergency medical supplies purchased with Hospital Preparedness Program (HPP) funds by North Central Texas Trauma Regional Advisory Council (NCTTRAC).

II. Program Description

The Mobile Medical Unit (MMU) project improves regional medical surge capacity by providing mobile medical assets for use by local hospitals and jurisdictions. In general terms, the MMU is a portable, trailer-based air cell shelter into which up to twenty emergency cots or litters may be placed. Operational units are purchased for forward placement within NCTTRAC's area of responsibility and are made up of two 20-bed shelters, an accompanying Command, Control, and Logistics (C²L) unit, and basic equipment such as, but not limited to, cots, litters, and nursing stations. It relies upon emergency caches of supplies when used in an emergency medical support role. The unit comes with integrated power and heating / air conditioning systems, and may be used, but is not limited to, in a biological event requiring negative – pressure capability.

The MMU is a regional asset. The Receiving Agency is considered the "owner" of the MMU and holds title to the MMU during the term of this Contract and subject to applicable state and federal laws regarding its return upon termination of this Contract. The Receiving Agency shall register the MMU in the Texas Regional Response Network (TRRN). The Receiving Agency maintains priority use of the MMU. If other jurisdictions issue a mutual aid request for use of the MMU, and the MMU is available, the Receiving Agency will provide priority support to jurisdictions within Trauma Service Area E, with follow-on consideration to support requests from other regions, the state, and the federal government. NCTTRAC anticipates that State of Texas requests for MMU deployment outside the Receiving Agency's jurisdiction will be routed through NCTTRAC or the area Disaster District Committee, to the Receiving Agency's Emergency Management office.

If the MMU is forward deployed outside the Receiving Agency's jurisdiction, the requesting jurisdiction bears the cost of operation and the return of the MMU to a normal preparedness status under provisions of the Texas Emergency Management Act, Chapter 418, Texas Government Code, and the Texas Disaster Act of 1975. Other federal, state, and local provisions may also apply.

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The Receiving Agency will provide MMU Support Staff that will receive and maintain training as permanent team members. The MMU Support Staff team is expected to deploy, operate, return from deployment, and reconstitute the MMU for exercises and real events. If the MMU is forward deployed outside the Receiving Agency's jurisdiction, this MMU Support Staff team is expected to deploy with the MMU under standard mutual aid response protocols, with expenses to be charged to the requesting entity.

Medical operations staff supporting the MMU within the Receiving Agency's jurisdiction is expected to be provided and / or coordinated by the jurisdiction. If the MMU is deployed outside the Receiving Agency's jurisdiction, medical operations staff is expected to be provided by the receiving jurisdiction or other mutual aid support agency. The Receiving Agency is not expected to forward deploy medical operations staff, but may do so as the Receiving Agency desires.

Security and emergency medical transport personnel supporting the MMU within the Receiving Agency's jurisdiction are expected to be provided and / or coordinated by the jurisdiction. If the MMU is deployed outside the Receiving Agency's jurisdiction, security and emergency medical transport staff is expected to be provided by the receiving jurisdiction or other mutual aid support agency. The Receiving Agency is not expected to forward deploy security or emergency medical transport staff, but may do so as the Receiving Agency desires.

The MMU comprises:

- Two inflatable facilities with supporting HVAC systems, each sized to support 20 emergency cots or litters
 - Two 32' closed gooseneck trailers
 - Two trailerized 56kw emergency diesel generator sets
 - Ancillary equipage such as cots, nursing stations, and litters
- One Command, Control, and Logistics inflatable facility with supporting HVAC systems, sized to support an incident command post and logistics staff
 - One 32' closed gooseneck trailer
 - One trailerized 36kw emergency diesel generator set
 - Ancillary equipage including field desks, tables, and chairs
- One Tactical Communications Kit
 - One VHF / HAM 2-way radio base station with ancillary pieces
 - Twelve handheld 2-way radios with ancillary pieces
 - Two satellite telephones, with limited service contract
 - One laptop computer with integrated webcam and web-based video teleconferencing software

Supporting caches of medical supplies are maintained by NCTTRAC or by selected jurisdictions within Trauma Service Area E. These caches do not automatically deploy with or as part of the MMU.

III. Purpose

The MMU supports regional preparedness by providing independent mobile medical assets for use as, but not limited to, triage sites, shelter and evacuation hubs, and alternative care sites.

IV. Responsibilities of the Parties Under Agreement

In consideration of the mutual aims, desires and promises of the parties to this CONTRACT, and, in recognition of the public benefit to be derived from effective implementation of the programs involved, the parties agree that their responsibilities under this agreement shall be as follows:

A. The Receiving Agency shall:

- 1) Sign the Texas Department of State Health Services Non-Expendable Personal Property Report Form (Form GC-11) and Property Transfer Record when MMU is acquired from NCTTRAC.
- 2) Register the MMU in the Texas Regional Response Network (TRRN).
- 3) Upon receipt of the tactical communications kit, transfer satellite phone service contract from NCTTRAC to receiving agency. Receiving agency incurs all costs of operation of satellite phones, to include renewal of service contract as appropriate. Receiving agency will provide proof of transfer of service contract to NCTTRAC within 30 days of receipt of satellite phones.
- 4) Receiving Agency will establish wireless internet service for connecting the provided laptop to regional WebEOC and EMResource systems, and to provide linkage for web-based video teleconferencing to appropriate health and medical support agencies.
- 5) Make the MMU available for the training of emergency response personnel assigned to operate the MMU.
- 6) Maintain the MMU in a ready – to – use state for training, emergency response / recovery, or inspection.
- 7) Make the MMU available for use during exercises and emergencies.
- 8) Designate personnel that will setup, operate, maintain, and return to storage the MMU and associated equipment.
- 9) Perform and document the completion of planned, preventive, and corrective maintenance and repairs to the MMU and ancillary equipment as indicated in the manufacturers' operations and maintenance manuals.
- 10) Conduct an annual or special inventory of all equipment and provide results upon request by NCTTRAC.
- 11) Notify NCTTRAC if replacement of damaged or non-functional equipment is required.
- 12) Notify NCTTRAC, for consideration, of any needed upgrades regarding the MMU. System alterations must be approved by NCTTRAC to ensure regional consistency.
- 13) Provide minor equipage required for use within the MMU such as administrative support items, cleaning equipment, fuel, etc., as designated by the Receiving Agency.

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- 14) Maintain insurance or other means of replacing the MMU and equipage. The Receiving Agency will provide NCTTRAC a document reflecting that it holds such insurance or other means of replacing the MMU and equipage.
- 15) Be responsible for repair / replacement of equipment that is broken, damaged, or missing due to misuse, negligence, theft or outside of normal lifespan expectations.
- 16) Prepare and submit to NCTTRAC an annual estimate of costs and scope for planned, preventive and corrective maintenance for inclusion in NCTTRAC's annual Hospital Preparedness Program grant application. This document must be received by May 31st annually to be included in budget proposals. Failure to submit the annual estimate will result in all planned, preventive and corrective maintenance costs being borne by the Receiving Agency.
- 17) Follow manufacturer warranty procedures to complete repairs as may fall under the warranty and as directed in the manufacturers' operations and maintenance manuals.
- 18) Maintain transfer of custody documents and equipment inventories, and ensure that all assets are appropriately accounted for when transfer, deployment, and / or return from deployment of the MMU occurs.

B. NCTTRAC shall:

- 1) Allow the MMU to remain in the possession of the Receiving Agency with the understanding that the Receiving Agency will commit to its responsibilities as outlined in this Agreement.
- 2) Monitor the performance of the Receiving Agency in regards to performance under this Agreement and advise the Receiving Agency of any and all concerns regarding performance.
- 3) Conduct an annual inventory of all Equipment and provide results to the Texas Department of State Health Services (DSHS) or as required by special audit.
- 4) Support costs of annual software licensing for the provided video conferencing software.
- 5) Establish State of Texas Exempt trailer registration and licensing. NCTTRAC will transfer title for trailers to Receiving Agency when registration and licensing are complete.
- 6) Support appropriate planned costs of operation of the MMU for exercises conducted outside the Receiving Agency's jurisdiction and within the geographic boundaries of Trauma Service Area E.
- 7) Support appropriate costs of planned, preventive and corrective maintenance and system alterations when allowed under DSHS contract and as mutually agreed by both the Receiving Agency and NCTTRAC.

V. Warranty

The MMU manufacturer has extended a warranty as follows:

Base-X Shelters are guaranteed for a period of 3 years from the date of purchase. At the discretion of the manufacturer, Base-X will repair or replace any component that fails as a result of workmanship or materials. Conditions such as tears in fabrics or screens, bent poles, stretched cables, broken tent stakes, and broken light bulbs are considered normal wear and tear and as such are not covered by this warranty. Some components may have other manufacturer warranties (such as light bulbs). Contact that component's manufacturer for more information. The purchaser is responsible for cleaning and returning defective components to the Base-X manufacturing facility located in Fairfield, Virginia. There is a shelf life / life expectancy on Base-X Shelters of ten (10) years.

Ancillary equipment (other than the primary MMU unit) may have other warranties. Receiving Agency will contact NCTTRAC to determine warranty information and processes on ancillary equipment.

VI. MMU Training

The manufacturer is contracted to provide staff support at no cost to the Receiving Agency for up to three training sessions per year for the life of the MMU. The Receiving Agency is expected to take advantage of these free sessions to improve local capacity to operate and maintain the MMU and to permit other Trauma Service Area E jurisdictions to participate so that additional regional support teams may be developed.

----- End of Exhibit A -----