

MEMORANDUM OF AGREEMENT
MOBILE EMERGENCY RESPONSE COMMUNICATIONS TRAILER PROJECT
between
North Central Texas Trauma Regional Advisory Council
and
Receiving Agency

This Memorandum of Agreement ("MOA") is entered into by and between the North Central Texas Trauma Regional Advisory Council ("NCTTRAC") and _____ (hereafter "Receiving Agency") with regard to the transfer, storage, maintenance and operational use of the Mobile Emergency Response Communications Trailer system hereafter described and shall be considered effective the ____ day of _____, 2018 (the "Effective Date").

FOR AND IN CONSIDERATION OF THE COVENANTS SET FORTH BELOW, NCTTRAC AND RESOURCE AGREE AS FOLLOWS:

I. STATEMENT OF SERVICES TO BE PERFORMED:

The Receiving Agency and the NCTTRAC agree to provide services as set forth in the attached **Schedule (A) – Mobile Emergency Response Communications Trailer Project** and **Exhibit (B) – Affidavit of Insurance or Other Means of Replacement** which schedules are incorporated herein for all purposes.

Equipment provided by NCTTRAC under this AGREEMENT as described on **Exhibit (A)** to this AGREEMENT known as the **Equipment List Mobile Emergency Response Communications Trailer Project** is provided to the Receiving Agency at no cost. In lieu of payment for the use of the Mobile Emergency Response Communications Trailer, the Receiving Agency shall be responsible for various costs associated with the Mobile Emergency Response Communications Trailer as provided for in the attached Schedules.

II. TERM OF AGREEMENT:

This AGREEMENT is effective as of the Effective Date and shall continue in effect until June 30, 2022 (the "Initial Term"). Following the Initial Term, the parties may extend the AGREEMENT for additional five (5) year terms upon mutual written consent.

III. TERMINATION:

This AGREEMENT may be terminated by either the Receiving Agency or NCTTRAC when one of the following occurs:

1. Either party in its sole discretion requests termination in writing with 30 days prior notice.
2. Immediately if the prime award is terminated by the Texas Department of State Health Services (DSHS).
3. NCTTRAC is no longer the DSHS Hospital Preparedness Program (HPP) contractor.

At the conclusion of the contractual relationship between the Receiving Agency and NCTTRAC, for any reason, title to any remaining equipment and supplies purchased for this project under HPP / PHER funds, reverts to NCTTRAC. At the conclusion of the overarching HPP program, at the discretion of DSHS, the title may be transferred to a third party or it may be retained by the Receiving Agency.

IV. VENUE

This AGREEMENT and all of the transactions contemplated herein shall be governed by and construed in accordance with the laws of the State of Texas. The provisions and obligations of this AGREEMENT are performable in Tarrant County, Texas. Exclusive venue for any action arising out of this AGREEMENT shall be in Tarrant County, Texas.

V. GENERAL PROVISIONS:

1. This AGREEMENT is entered into by the duly authorized officials of each respective party.
2. Any notice required pursuant to this AGREEMENT must be in writing and is properly given if hand delivered, or sent by certified or registered mail, or overnight courier service, to the Parties either at the address below for or at such other address as the Parties from time to time specify by written notice pursuant to this Section. Any such notice is considered delivered on the date of delivery if hand delivered, or upon confirmation if sent by certified or registered mail or an overnight courier service.

If to NCTTRAC:

NCTTRAC
600 Six Flags Drive, Suite 160
Arlington, Texas 76011

If to Receiving Agency:

Receiving Agency Name
Receiving Agency Address

3. To the extent authorized by the laws and constitution of the State of Texas, NCTTRAC and the Receiving Agency shall not be liable for any lost profits, special, incidental, consequential, or punitive damages, whether for breach of any express or implied warranties or otherwise. NCTTRAC and the Receiving Agency do not warrant that services shall be without defect, interruption, or suited for particular purposes. The Receiving Agency agrees to work cooperatively with NCTTRAC to maintain services to the best of both Parties' abilities.
4. During the Initial Term of this AGREEMENT and any extensions thereto, the parties acknowledge that title to the Mobile Emergency Response Communications Trailer and supporting equipment and supplies shall vest with the Receiving Agency, subject to applicable DSHS regulations. The Receiving Agency, to the extent permitted by law, assumes all liability arising from the use, employment, deployment, redeployment, and reconstitution of the Mobile

- Emergency Response Communications Trailer and supporting equipment in accordance with the provisions of law and regulations which govern its activities.
5. 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.
 6. It is understood by both Parties that each will fulfill its responsibilities under this AGREEMENT in accordance with the provisions of law and regulations which govern their activities. Nothing in this AGREEMENT 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 of those assets described in the attached schedules and exhibit(s).
 7. This AGREEMENT constitutes the entire AGREEMENT hereto with respect to the subject matter hereof, and supersedes any prior understanding or written or oral contracts 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.
 8. 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.
 9. Force Majeure - Either party may be excused from performance under this AGREEMENT 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.
 10. Neither party has authority for or on behalf of the other except as provided in this AGREEMENT. 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 Schedule A to this AGREEMENT.
 11. 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.

VI. AGREEMENT SIGNATURES:

The UNDERSIGNED PARTIES bind themselves to the faithful performance of this AGREEMENT. It is mutually understood that this AGREEMENT 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 approve this

Mobile Emergency Response Communications Trailer Agreement, continued

AGREEMENT, it shall not become effective until approved by the governing body of that party. In that event, this AGREEMENT 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 AGREEMENT

RECEIVING AGENCY	
RECEIVING AGENCY NAME	
APPROVED AS TO FORM AND LEGALITY:	
ATTEST: <hr/> <p style="text-align: center;"><Attorney Name></p> <hr/> <p style="text-align: center;">Date of Signature</p>	<hr/> <p style="text-align: center;"><Signatory Name/Title></p> <hr/> <p style="text-align: center;">Date of Signature</p>
PERFORMING AGENCY	
NORTH CENTRAL TEXAS TRAUMA REGIONAL ADVISORY COUNCIL	
APPROVED AS TO FORM AND LEGALITY:	
ATTEST: <hr/> <p style="text-align: center;"><Attorney Name></p> <hr/> <p style="text-align: center;">Date of Signature</p>	<hr/> <p style="text-align: center;">Hendrik J. Antonisse, Executive Director</p> <hr/> <p style="text-align: center;">Date of Signature</p>

SCHEDULE (A)
Mobile Emergency Response Communications (MERC) Trailer Project

I. Purpose of the Memorandum of Agreement

It is the purpose of this AGREEMENT is 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 a Mobile Emergency Response Communications (MERC) trailer purchased with U. S. Department of Health and Human Services Hospital Preparedness Program (HPP) funding.

II. Project Description

The MERC project is a comprehensive mobile Command/Communication system designed to supplement or replace communication systems when needed. The MERC trailer includes satellite telephone/internet connectivity, a cell phone booster system, VHF and UHF public safety radio repeaters, UHF/VHF/700-800 public safety radios, UHF/VHF/HF Ham radio, security camera system, and DirecTV satellite system.

The MERC may be deployed outside the Receiving Agency's jurisdiction on a Department of State Health Services (DSHS) mission assignment. On a DSHS state-mission, the Receiving Agency's operational costs may be reimbursed per separate agreement(s). Other federal, state, and local provisions may also apply.

The Receiving Agency maintains authority for daily use of the MERC. If other jurisdictions issue a mutual aid request for use of the MERC, and the MERC is available, the Receiving Agency will provide priority support to jurisdictions within Trauma Service Area E (TSA-E), Emergency Medical Task Force Region 2 (TSA-C, TSA-D, and TSA-E), and with follow-on consideration to support requests from other regions, the state, and the federal government, provided that the need for the MERC in the Receiving Agency's jurisdiction does not outweigh the need elsewhere. Requests for a MERC deployment outside the Receiving Agency's jurisdiction will be routed to the Receiving Agency in compliance with Texas Emergency Management Act, Chapter 418, Texas Government Code, and the Texas Disaster Act of 1975.

Final authority for the deployment of the MERC rests with the Receiving Agency.

An Equipment List is attached as Exhibit (A) to this AGREEMENT.

III. Purpose of MERC Project

The MERC Project supports state, regional, and local preparedness by providing redundant communication capabilities for use in, but not limited to, emergency and disaster response, and community support functions.

IV. Responsibilities of the Parties under this Memorandum of Agreement

In consideration of the mutual aims, desires and promises of the Parties to this AGREEMENT, 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 the MERC is acquired from NCTTRAC
- 2) Participate in state and regional training and exercises, including operational exercises and drills organized by NCTTRAC, The Receiving Agency will participate in at least one regional or state exercise or activation per program year
- 3) Participate as a mutual aid partner to cooperative agencies by providing the MERC and operator personnel on a 24/7/365 basis.
- 4) Participate as an active member of the Regional Emergency Preparedness Committee of NCTTRAC.
- 5) Register and maintain MERC status in NCTTRAC's crisis applications, including WebEOC and EMResource.
- 6) Register and maintain contact data for Receiving Agency administrative personnel responsible for MERC operations in EMResource.
- 7) Register the MERC in the Texas Regional Response Network (TRRN).
- 8) Maintain the MERC in a ready state for emergency responses.
- 9) Store and maintain the MERC indoors whenever not in use to protect sensitive communications electronic equipment.
- 10) Participate in NCTTRAC communication drills at least once per quarter. This is in addition to the requirement for participation in at least one state or regional exercise or activation per program year..
- 11) Train personnel to operate and maintain the MERC and associated equipment.
- 12) Using standard Hospital Preparedness Program-specific inventory forms and processes, conduct an annual or special inventory of the MERC and ancillary equipment upon request by NCTTRAC. NCTTRAC will provide technical and/or staff support to Receiving Agency during the inventory process as requested and available.
- 13) Notify NCTTRAC if replacement of damaged or non-functional equipment is required.
- 14) Notify NCTTRAC and update EMResource if the MERC is taken out of service for a period greater than 24 hours.
- 15) Notify NCTTRAC of any needed upgrades regarding the MERC. System alterations, including radio and satellite system reprogramming, must be approved in advance by NCTTRAC to ensure regional and state consistency.
- 16) Notify NCTTRAC of any recommended changes to MERC-related communication response capabilities.

- 17) Provide minor equipment as needed for use within the MERC for purposes such as administrative support and cleaning.
- 18) Develop a communications team that encompasses most if not all of the following skills: Public Safety radio experience, knowledge of radio repeaters, amateur radio tech license, preferably a general class license for high frequency (HF) operations, knowledge of networking and Internet Protocol (IP) phones, and understanding of satellite communications. Radio Operators (RadO), Communications Technician (ComT) and/or Communications Leader (ComL) team members preferred with staffing level for 24 hour operations. The preferred team should be comprised of one ComL overseeing one ComT technician and two RadO personnel per operational period for the duration of a mobilization.
- 19) Maintain insurance or other means of replacing the MERC and issued ancillary equipment as provided under HPP funding. The Receiving Agency will complete and return to NCTTRAC **Exhibit (B), Affidavit of Insurance or Other Means of Replacement**. If insurance is provided by a third party policy, Receiving Agency will provide to NCTTRAC a copy of the **Certificate of Insurance**, and forward such revised certificate whenever renewed.
- 20) Be responsible for repair / replacement of equipment that is broken, damaged, or missing due to misuse, negligence, theft or outside of normal lifespan expectations.
- 21) Perform and document the completion of planned, preventive, and corrective maintenance and repairs to the MERC and ancillary equipment as indicated in the manufacturers' operations and maintenance manuals.
- 22) Radio frequency programming must be maintained and updated as systems are changed in the region to ensure adequate interoperability.
- 23) Follow manufacturer warranty procedures to complete repairs as may fall under the warranty and as directed in the manufacturers' operations and maintenance manuals.

B. NCTTRAC shall:

- 1) Allow the MERC to remain in the possession of the Receiving Agency for the Term of the AGREEMENT 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, as identified in Exhibit "A," and provide results to DSHS or as required by special audit. NCTTRAC will provide technical and/or staff support to Receiving Agency during the inventory process as requested and available.
- 4) Provide copies of manufacturers' manuals and warranty statements upon the execution of this AGREEMENT.
- 5) Support appropriate planned costs of operation of the MERC for HPP-sanctioned exercises conducted inside and outside the Receiving Agency's jurisdiction and within the geographic boundaries of Trauma Service Area E,

when allowed under DSHS HPP contract and as mutually agreed by both the Receiving Agency and NCTTRAC.

- 6) Provide monthly communications service costs as DSHS HPP contract funding will allow to include the following services:

MSAT

VSAT

DIRECTV

VERIZON WIFI

V. MERC Training

The MERC manufacturer may provide staff support at no cost to the Receiving Agency for one (1) training session at a location determined by the Receiving Agency. The Receiving Agency is expected to take advantage of this free session to improve local capacity to operate and maintain the MERC and may permit other TSA-E agencies to participate so that additional regional support teams may be developed.

----- End of Schedule A -----

EXHIBIT A
EQUIPMENT LIST
Mobile Emergency Response Communications (MERC) Trailer Project

One each, Comprehensive Communications trailer unit

Trailer prime equipment includes:

- One trailer with installed Onan diesel generator, pneumatic mast, and onboard HVAC
- 100 gallon diesel tank
- Onboard air compressor system

Ancillary equipment and supplies include:

- One 50 Ft. 110vAC, 15 amp Shore Line Power Cable
- Two Harris VHF, UHF, 700 / 800 MHz public safety radios
- One Yaesu FT857 HF, VHF, UHF radio with auto tuner
- One 4 Ft. 110vAC Generator to Chiller Unit Power Cable
- One spare tire with exterior mount
- One tool box with hand tools, spare parts, and cables
- Two 27" television monitors
- One 14" security monitor with security system
- One auto-rotating DirecTV antenna and tuner
- One Motorola UHF radio repeater
- One Motorola VHF radio repeater
- One VSAT internet / VOIP satellite communications system
- One Network switch
- One 110vAC to 12vDC power inverter
- Two 2' x 4' folding tables
- Four folding chairs
- Two portable air conditioning units
- Four wired CISCO VOIP phones
- One wireless CISCO VOIP phone
- One Wi-Fi / cellular access point
- One ATT / Verizon / Sprint PCS cell system booster
- One MSAT satellite voice communications system
- One Zumro tent system with hitch cargo tray

Total unit acquisition value of above items for insurance purposes is: \$150,000.00

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

