

**INTERLOCAL COOPERATION CONTRACT  
AMBUS Project 2.0 2021**

The State of Texas

County of Nueces

THIS INTERLOCAL COOPERATION CONTRACT ("CONTRACT"), also known as the AMBUS Project (2020-2021-A), is made and entered as of the date of the last signature hereto pursuant to the Texas Interlocal Cooperation Act, Chapter 791, Texas Government Code (the "ACT"), and is by and between the Coastal Bend Regional Advisory Council (hereafter "CBRAC"), a Texas non-profit corporation and the City of Corpus Christi, Texas ("Receiving Agency"), a home rule municipal corporation, (hereinafter collectively the "Parties") and shall be considered effective on the date of the last signature hereto ("Effective Date").

Accordingly, the Parties agree as follows:

**I. LEGAL AUTHORITY**

The parties represent and warrant that:

1. CBRAC is 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 is defined as a "Political Subdivision" per §791.003 (3d) and §791.003 (5), and
2. The Receiving Agency is eligible to contract with CBRAC 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 and CBRAC possess adequate legal authority to enter into this CONTRACT.
4. The Receiving Agency and CBRAC in paying for the performance of governmental functions or in performing such governmental functions pursuant to the Interlocal CONTRACT shall make payments therefore only from current revenues legally available to such party.
5. The governing bodies of each entity believe that this CONTRACT is beneficial to the public and that each party had the legal authority to provide the governmental function which is the subject of the Interlocal Agreement.

**II. STATEMENT OF SERVICE TO BE PERFORMED:**

The Receiving Agency and the CBRAC agree to provide services as set forth in the statement of work attached as "Schedule (A), AMBUS Project", and "Exhibit (B), Affidavit of Insurance or Other Means of Replacement" which schedules are incorporated herein for all purposes.

Equipment provided by CBRAC under this CONTRACT as described on Exhibit A to this Contract known as the "Equipment List AMBUS Project" is provided to the Receiving

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Agency at no cost. In lieu of payment for the use of the AMBUS, the Receiving Agency shall be responsible for various costs associated with the AMBUS as provided for in the attached Schedules.

III. BASIS FOR CALCULATING COSTS:

The basis for any reimbursable costs is outlined in the statement of work attached as Schedule (A), AMBUS Project, Exhibit (A), Equipment List, and Exhibit (B), Affidavit of Insurance or Other Means of Replacement.

IV. CONTRACT AMOUNT:

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

V. PAYMENT FOR SERVICES:

The basis for providing payment for services is outlined in the statement of work attached as Schedule (A), AMBUS Project, Exhibit (A), Equipment List, and Exhibit (B), Affidavit of Insurance or Other Means of Replacement.

VI. 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 VII below.

VII. TERMINATION:

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

1. Either party requests termination in writing with 30 days' notice.
2. Immediately if the prime award is terminated by the State of Texas.
3. CBRAC is no longer the Hospital Preparedness Program (HPP) contractor.

At the conclusion of the contractual relationship between the Receiving Agency and CBRAC, for any reason, the AMBUS and any remaining equipment and supplies purchased for this project under HPP funds, reverts to CBRAC.

At the conclusion of the contractual relationship between the State of Texas and CBRAC, for any reason, title to any remaining equipment and supplies purchased for this project under HPP funds, reverts to the State of Texas. At that time, and at the discretion of the State, the title may be transferred to a third party, as may be determined.

VIII. VENUE

This CONTRACT 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 CONTRACT are performable in Nueces County, Texas such that

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exclusive venue for any action arising out of this CONTRACT shall be in Nueces County, Texas.

IX. GENERAL PROVISIONS:

1. This CONTRACT is entered into by the duly authorized officials of each respective party.
2. Any notice required pursuant to this CONTRACT 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 CBRAC:  
CBRAC  
PO Box 18460  
Corpus Christi, Texas 78480

If to Receiving Agency:  
City of Corpus Christi  
2406 Leopard, Suite 300  
Corpus Christi, Texas 78408

3. To the extent authorized by the laws and constitution of the State of Texas, the CBRAC 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. The CBRAC 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 CBRAC to maintain services to the best of both parties' abilities.
4. 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 AMBUS and supporting equipment in accordance with the provisions of law and regulations which govern their 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 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 CBRAC those assets described in the statement of work attached as Schedule (A) and in the Equipment List, Exhibit (A).

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7. 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.
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 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.
10. 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 Schedule (A) to this CONTRACT.
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.
12. CBRAC will defend and indemnify the Receiving Agency, its elected officials, directors, officers, employees, agents, and representatives (the "Receiving Agency Indemnities") and hold the Receiving Agency Indemnities harmless against any damages, claims, suits, actions, liabilities, loss, penalties, costs and expenses including, without limitation reasonable attorneys' fees, arising out of CBRAC's dishonesty or negligent acts or omissions related to the Hospital Preparedness Program.

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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 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.

<b>RECEIVING AGENCY</b>	
APPROVED AS TO FORM AND LEGALITY:	
ATTEST: _____ Attorney _____ Date of Signature	_____ Receiving Agency Authority _____ Date of Signature
<b>PERFORMING AGENCY COASTAL BEND REGIONAL ADVISORY COUNCIL</b>	
APPROVED AS TO FORM AND LEGALITY:	
ATTEST: _____ Attorney _____ Date of Signature	Hilary Watt _____ Executive Director _____ Date of Signature

**SCHEDULE (A)**  
**AMBUS PROJECT 2021**

**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 ambulance buses (AMBUS) purchased with U. S. Department of Health and Human Services Hospital Preparedness Program (HPP) funding.

**II. Project Description**

The AMBUS is one component of the Texas Emergency Medical Task Force (EMTF) Project. The EMTF Project was developed by the State of Texas to create a network of rapidly deployable, regionally based emergency medical assets across Texas. Coastal Bend Regional Advisory Council (CBRAC) is contracted by the State of Texas to administer the EMTF Project within Trauma Service Areas (TSA) T, U, and V.

The Coastal Bend Regional Advisory Council, under this CONTRACT is considered the “owner” of the AMBUS and holds title to the AMBUS during the term of this CONTRACT and is subject to applicable state and federal laws. The Receiving Agency will store, maintain, repair, equip and appropriately staff the AMBUS during the time it retains operational control of the AMBUS.

The AMBUS may be deployed outside the Receiving Agency’s jurisdiction on a State Mission Assignment. On a State Mission Assignment, the Receiving Agency’s operational costs will be reimbursed per separate agreement(s) (TXEMTF MOA). Other federal, state, and local provisions may also apply.

The Receiving Agency maintains authority for daily use of the AMBUS. If other jurisdictions issue a mutual aid request for use of the AMBUS, and the AMBUS is available, the Receiving Agency will provide priority support to jurisdictions within Emergency Medical Task Force Region 11, with follow-on consideration to support requests from other regions, the state, and the federal government. Requests for an AMBUS 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 AMBUS rests with the Receiving Agency.

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

**III. Purpose**

The AMBUS Project supports state, regional, and local preparedness by providing multiple patient care and transport capabilities for use in, but not limited to, hospital evacuations, mass casualty incidents, onsite medical rehabilitation, and command capabilities.

**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) Enter into a contract with CBRAC to participate as part of the Texas Emergency Medical Task Force (EMTF) program by providing the DSHS licensed AMBUS and personnel on a 24/7/365 basis in accordance with the TX EMTF MOA.
- 2) Participate as a mutual aid partner to cooperative agencies by providing the asset and personnel on a 24/7/365 basis for up to twenty-four (24) hours.
- 3) Be a DSHS licensed EMS Provider, 911 Providers preferred, capable of providing:
  - a. ALS level of care or higher
  - b. ACLS or equivalent capability
  - c. PALS or equivalent capability
- 4) License/maintain license of AMBUS as a "Specialized" EMS vehicle per DSHS rule. When used as a "Specialized" EMS vehicle, staffing must comply with DSHS rule.
- 5) Maintain insurance or other means of replacing the AMBUS and issued ancillary equipment as provided under HPP funding. Total cost of equipment is \$1,000,000. Complete and return to CBRAC Exhibit (B), Affidavit of Insurance or Other Means of Replacement. If insurance is provided by a third-party policy, Receiving Agency will provide to CBRAC a copy of the Certificate of Insurance.
- 6) Be responsible for repair / replacement of equipment that is broken, damaged, or missing due to misuse, negligence, theft or outside of normal lifespan expectations.
- 7) Follow manufacturer warranty procedures to complete repairs as may fall under the warranty and as directed in the manufacturers' operations and maintenance manuals.
- 8) Perform and document the completion of planned, preventive, and corrective maintenance and repairs to the AMBUS and ancillary equipment as indicated in the manufacturers' operations and maintenance manuals.
- 9) Provide a secure, indoor housing environment that includes 50-amp shoreline power access.
- 10) Maintain the AMBUS in a ready state for emergency responses.
- 11) Provide a standardized quarterly report of AMBUS costs and revenue.
- 12) Provide support to CBRAC during the inventory process as requested.
- 13) Maintain National Incident Management System (NIMS) agency compliance.
- 14) Provide and maintain medical supplies commensurate with DSHS regulations, EMS Provider protocols/guidelines, and level of care established by the CONTRACT. Store and maintain pharmaceuticals, medical supplies, and medical equipment according to manufacturer's recommendations and applicable regulations.
- 15) Provide minimum staffing of six (6) certified/licensed EMS personnel with at least four (4) paramedics and two (2) EMTs. There must be at least one person assigned as the department's designated vehicle operator, and at least one officer/supervisor assigned as the "AMBUS Crew Chief."
- 16) Provide personnel that are licensed to operate/drive the vehicle in compliance with the Texas Department of Public Safety. Personnel operating the vehicle must, at a minimum, hold a state-approved Class B driver's license and complete the Receiving Agency's designated driving program. At least 75% of assigned AMBUS drivers must complete a specialized EMTF AMBUS driver course of instruction within two years of accepting the CONTRACT to host the AMBUS, if courses and training seats are available.
- 17) Provide defined minimum staffing within identified response times for no-notice and short-notice events, including state-directed EMTF mission assignments.
- 18) Provide defined minimum staffing within identified response times for "notice" events.

- 19) Identify all points of contact within CBRAC's EMResource platform, keep these points of contact up-to-date, and acknowledge tests, actual alerts, and activations on a 24/7/365 basis.
- 20) Report AMBUS status change through state-designated online systems, and file after action reports denoting AMBUS activities and lessons learned.
- 21) Provide minor equipment as needed for use within the AMBUS for purposes such as administrative support and cleaning.
- 22) Participate in training and exercise requirements (vehicle orientation and loading, and at least one full-scale exercise annually). Crew training will be documented in accordance with Texas Disaster Medical System (TDMS) standards.
- 23) Conduct ongoing quality and performance improvement efforts.
- 24) When reasonable, participate in events hosted both regionally and by state authorities that may require periodic overnight travel.
- 25) Request CBRAC approval of any AMBUS alterations in advance of conducting alteration work.
- 26) Participate as an active member of EMTF-11 Subcommittee.
- 27) Notify CBRAC and make report in designated online system if the AMBUS is taken out of service for a period greater than one (1) hour.
- 28) Notify CBRAC if replacement of damaged or non-functional equipment is required.
- 29) Notify CBRAC for approval of any needed upgrades regarding the AMBUS.
- 30) Notify CBRAC for consideration by EMTF stakeholders, of any recommended changes to AMBUS- related medical response capabilities.
- 31) Request CBRAC approval of change to designated AMBUS host locations in advance of any permanent relocation.
- 32) Be responsible to ensure that the AMBUS apparatus, equipment, and supply items are continuously maintained in a manner to ensure the safe operations, operational readiness, response capability and effectiveness, and structural integrity of the AMBUS over the course of ownership and/or possession.
- 33) Conduct an annual inventory of all equipment and provide results to CBRAC or as required by special audit. CBRAC will make every effort to provide support to Receiving Agency during the inventory process as requested.
- 34) Maintain HPP performance measures as outlined in Exhibit C.

**B. CBRAC shall:**

- 1) Allow the AMBUS 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 CONTRACT.
- 2) Monitor the performance of the Receiving Agency in regards to performance under this CONTRACT and advise the Receiving Agency of any and all concerns regarding performance.
- 3) Using standard HPP-specific inventory forms and processes, CBRAC will conduct an annual or special inventory of the AMBUS and ancillary equipment. Receiving Agency will provide support to CBRAC during the inventory process as requested.
- 4) Provide copies of manufacturers' manuals and warranty statements as available.
- 5) Support appropriate planned costs of operation of the AMBUS for HPP-sanctioned exercises conducted outside the Receiving Agency's jurisdiction, when allowed under HPP contract and as mutually agreed by both the Receiving Agency and CBRAC.

----- End of Schedule (A) -----



**EXHIBIT (A)**  
**EQUIPMENT LIST**  
**AMBUS PROJECT 2021**

1. The Contractor will assume financial and legal responsibility for liability and insurance for a value no less than the total replacement cost of vehicle and supplied equipment as provided below:
  - a. CBRAC will provide the following:
    1. General Truck and Body, Ambulance Bus 2.0
    2. (2) powered rolling gurney – type stretchers
    3. (20) Talon II collapsible litters
    4. (1) WVSM Kit (20 WVSMs, 2 cases)
    5. (1) MSAT unit and ancillary equipment
    6. (2) Cardiac Monitors with ancillary equipment
    7. (6) H size medical O2 cylinders on a temporary basis
    8. (22) O2 regulators for patient use of onboard oxygen system
  - b. The agency awarded the AMBUS 2.0 must agree to provide the following equipment:
    1. One 700 - 800 / VHF commercial dual band mobile radio and ancillary equipment
    2. One 700 - 800 / UHF commercial dual band mobile radio and ancillary equipment
    3. Medications for MICU care per agency protocols
    4. EMS supplies for MICU care of multiple patients
    5. Bulk medical supplies for care of pts
    6. Backboards / stair chairs
    7. Laptops / ePCRs for provider use, docking stations and ancillary equipment
    8. (6) H size medical O2 cylinders
    9. Other item(s) as set forth by the TXEMTF AMBUS Workgroup to standardize all AMBUS(s) statewide

Total acquisition value of above items for insurance purposes is: \$1,000,000.00

**EXHIBIT (B)**  
**AFFIDAVIT OF INSURANCE**  
**OR OTHER MEANS OF REPLACEMENT**  
**AMBUS PROJECT 2021**

**Receiving Agency:** \_\_\_\_\_  
**Address:** \_\_\_\_\_  
**City, State, Zip code** \_\_\_\_\_

In accordance with Section IV, paragraph (A)(6), of Schedule (A) to the AMBUS Project Interlocal Cooperation Contract,

I, \_\_\_\_\_, hereby swear or affirm that  
(Insert Signatory Name Above)

\_\_\_\_\_ holds the required amount of  
(Insert Receiving Agency Name Above)

insurance, or other means of replacement, for the total value of the AMBUS and issued equipment.

Check box if insurance is provided by a third party

Check box if Receiving Agency is self-insured

ATTEST: \_\_\_\_\_  
**< Insert Signature Above >**

\_\_\_\_\_  
**<Insert Printed Signatory Name Above>**

\_\_\_\_\_  
**<Insert Printed Signatory Title Above>**

\_\_\_\_\_  
**<Insert Date of Signature Above>**

Third Party insurance certificate is attached

Return form(s) to:    CBRAC  
                              PO Box 18460  
                              Corpus Christi, TX 78480

----- End of Exhibit (B) -----

**EXHIBIT (C)**  
**HPP Performance Measures**  
**AMBUS PROJECT 2021**

**Receiving Agency:** \_\_\_\_\_  
**Address:** \_\_\_\_\_  
**City, State, Zip code** \_\_\_\_\_

The Receiving Agency shall:

- Maintain record of all MPV responses and/or mutual aid activity at the local, regional, and state level.
- Maintain record of participation in all MPV local and/or state sponsored special event support.
- Maintain record of participation in all local, regional and/or state sponsored training and exercise events.
- Attend minimum of 75% of all state TXEMTF AMBUS meetings.
- Participate in a minimum of 75% of regional communications drills and 80% of state sponsored AMBUS MSAT drills.
- Participate in a minimum of one DPS AMBUS driving course biannually.