

**MEMORANDUM OF UNDERSTANDING BETWEEN
THE BELL COUNTY PUBLIC HEALTH DISTRICT AND THE CITY OF KILLEEN
OFFICE OF HOMELAND SECURITY & EMERGENCY MANAGEMENT**

The Bell County Public Health District (hereinafter referred to as "BCPHD"), and the City of Killeen Office of Homeland Security & Emergency Management (hereinafter referred to as "Killeen OHSEM") mutually desire to set forth responsibilities of each entity for the use, care, and maintenance of a 32-foot shower trailer.

WHEREAS, the Texas Government Code, Chapter 791, the "Interlocal Cooperation Act," authorizes local government entities to enter into interlocal contracts for governmental purposes; and

WHEREAS, the Bell County Public Health District is the owner of a 2012 32-foot shower trailer, with VIN #4C9TW3228CM081301, and Texas License Plate 920152, and desires to grant use of the shower trailer to Killeen OHSEM for emergency situations, related trainings, and shelter augmentation in exchange for the housing and upkeep of the trailer;

Now, **THEREFORE** the Parties mutually agree:

1. City of Killeen agrees to:
 - a. house the shower trailer at a manned or secured City facility;
 - b. provide upkeep for the shower trailer.
2. BCPHD agrees to:
 - a. insure the shower trailer and maintain annual registration on the shower trailer;
 - b. provide a copy of the certificate of insurance, evidencing the insurance coverage on the shower trailer, to the Killeen OHSEM within 10 days of any change in policy, including policy renewals, policy amounts, or policy terms;
 - c. provide the Killeen OHSEM with current registration stickers, and a copy of the registration receipt for the trailer annually.
3. All governmental functions not expressly delegated within this MOU are retained by the respective entities.
4. This MOU may be amended at any time, provided, however, that any amendment must be in writing and agreed to by the governing body of the Parties. No officer or employee of the parties has authority to waive or otherwise modify the limitations in this MOU, without the express action of the governing body.
5. This MOU and all activities hereunder are solely for the benefit of the parties and not for the benefit of any third parties.
6. This MOU and all activities under this agreement are undertaken solely as an exercise of the policy 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. The parties do not have and may not be deemed to have any duty to any particular person or persons.
7. Nothing in this MOU waives any governmental, official, or other immunity or defense of any parties or their officers, employees, representatives, and agents as a result of the execution of this Agreement and the performance thereof.

8. One party may not be responsible to and may not be civilly liable to another party for any act or omission under this MOU. Each party waives all claims against the other party for compensation for any loss, damage, personal injury, or death occurring as a consequence of performance of this MOU.
9. Each party which performs services or furnishes aid under this MOU must do so with funds available from current revenues of the party.
10. The parties agree that activities under this MOU are "governmental functions and services" and that the parties are "local governments" as that term is defined in the Interlocal Cooperation Act.
11. If any provision contained in this MOU 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 Interlocal Agreement are severable.
12. This MOU has been authorized by the governing body of each party, and each signatory guarantees and warrants that the signatory has full authority to execute this MOU and to legally bind the respective party.
13. The Term of this Agreement is 10 years from the date of the last party's signature.
14. This MOU supersedes all previous MOUs regarding this asset.
15. This Agreement can be terminated by either party with 30 days' written notice.

City of Killeen

Ronald L. Olson
City Manager

Executed: _____

Effective: _____

Bell County Public Health District

Amanda Robison-Chadwell
Director


Cathy Brem
Public Health Emergency Preparedness Division Director

Approved as to Form:

City Attorney Office


Peter C. Perez
Emergency Management Coordinator