

ARTICLE I
TERM

1.01 The term of this Agreement shall begin when the Agreement is fully executed and will be indefinite, unless terminated earlier pursuant to 1.02 below.

1.02 TARC may terminate this Agreement at any time with express 30-day notice to Brown County.

ARTICLE II
LICENSE TO USE TRAILER GRANTED

2.01 TARC will loan the Trailer to Brown County for the purpose of furthering the goals of Brown County CERT, Texas CERT and Texas Homeland Security Strategy. In consideration for the loan of the Trailer, Brown County will:

- A. Obtain and maintain full coverage insurance for the life of the Trailer, and provide proof of that insurance at time of receiving awarded trailer and upon request following initial proof;
- B. Maintain all license plates and inspections required by the Texas Department of Public Safety and the local jurisdiction of record.
- C. Maintain the Trailer in good working order;
- D. Use the Trailer only for permitted purposes, including all Community Emergency Response Team programs, other permitted homeland security trainings, exercises, approved community events, and any CERT activation(s) by the local jurisdiction's Emergency Management Authority or the State of Texas;
- E. Return the Trailer to TARC if deemed no longer needed or no longer being used according to FY 2010 Homeland Security Grant Program Guidance; and
- F. Comply with all terms of this Agreement.

ARTICLE III
COMPLIANCE WITH LAW

3.01 Brown County certifies that it will comply with the Permanent Loan Guidelines promulgated by the Texas Division of Emergency Management – State Administrative Agency (SAA), Information Bulletin No.8, June 9, 2008. (*Attached*)

ARTICLE IV
INSPECTION OF TRAILER AND PERFORMANCE REPORTS

4.01 TARC along with the Texas Division of Emergency Management (TDEM) reserves the right to perform periodic on-site monitoring and inspection of the trailer. Brown County shall make the trailer

March 10, 2014
(Exhibit # 2)

available for inspection by TDEM and/or TARC or any of its authorized representatives and shall make available any performance records as deemed pertinent by TDEM and/or TARC.

ARTICLE V
WAIVER AND HOLD HARMLESS AGREEMENT

5.01 In consideration of the permanently loaned trailer, Brown County waives, releases, and discharges TARC and any of its officers and/or employees from any claims, demands, and causes of action arising from use of the trailer. Brown County shall maintain financial liability for loss or damage to grant funded assets. Brown County must exercise reasonable care to safeguard assets from negligence and abuse, while providing proper maintenance as required.

ARTICLE VI
OTHER TERMS AND CONDITIONS

6.01 **Entire Agreement.** This Agreement and its attachments constitute the entire agreement between the Parties and contain all of the terms and conditions agreed upon. No other agreement, oral or otherwise, regarding the subject matter of this Agreement shall bind the Parties unless it is in writing, dated subsequent to the date hereof, and duly executed by the Parties.

6.02 **Interpretation.** In the event any disagreement or dispute should arise between the Parties pertaining to the interpretation or meaning of any part of this Agreement or its governing rules, regulations, laws, codes or ordinances, TARC, as the Party responsible for compliance with the requirements of the State Homeland Security Program Grant, shall have the final authority to render or secure an interpretation.

6.03 **Notices.** For purposes of this Agreement, all official communications and notices among the Parties shall be deemed sufficient if in writing and mailed, registered or certified mail, postage prepaid, to the following addresses:

Brown County:	The Honorable E. Ray West III Brown County Judge 200 S. Broadway St. County Courthouse Brownwood, TX 76801-3136
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TARC:	Penny Redington Executive Director Texas Association of Regional Councils 701 Brazos, Suite 780 Austin, TX 78701
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Notice of changes of address by either Party must be made in writing delivered to the other party's last known address within five (5) business days of such change.

6.04 **Parties Bound.** This Agreement shall be binding on the Parties of the agreement and their

respective, administrators, legal representatives, successors and assigns, except as otherwise expressly provided herein.

6.05 **Relationship of Parties.** Nothing contained herein shall be deemed or construed by the Parties, or by any third party, as creating the relationship of principle and agent, partners, joint ventures or any other similar such relationship between the Parties.

6.06 **Texas Law to Apply.** This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the Parties created hereunder are performable in the Brown County region, Texas.

6.07 **Captions.** The captions contained in this Agreement are for convenience of reference only, and in no way limit or enlarge the terms and/or conditions of this Agreement.

6.08 **Recitals.** The Recitals at the beginning of this Agreement are incorporated into the Agreement and shall be binding on the Parties.

EXECUTED this the 12 day of February, 2014.

TARC

By: 

Penny Redington
TARC Executive Director

Brown County:

By: 

Honorable E. Ray West III
Brown County Judge