



## **CONTRACT WITH NUECES COUNTY: INCIDENT MANAGEMENT TEAM RESPONSE SERVICES**

Nueces County Office of Emergency Management has requested BCFS Health and Human Services Emergency Management Division (EMD) to provide an overhead incident management team (IMT), in the event of a disaster to support response operations in Nueces County. The responsibility of the short IMT will be to assist as a temporary resource(s) to provide emergency management services during incidents or disasters impacting the jurisdiction.

The short IMT would consist of experienced Incident Command System (ICS) personnel to fill section chief positions and an Incident Commander. The specific positions include:

- Incident Commander
- Operations Section Chief
- Planning Section Chief
- Logistics Section Chief
- Finance Section Chief
- Information Technology (IT) Specialist

Any additional positions may be added with an amended scope of work.

### **Scope of Work:**

#### **I. Process for Activation**

- Nueces County will contact EMD to advise of activation. Short IMT will be available to deploy within a 48 hours' notice and will be in position in Nueces County within 72 hours of deployment request.
- EMD personnel will spend 48-72 hours shadowing the Nueces County staff to fully understand and become competent in filling the responsibilities of each position.
- Should an EMD IMT member need to be replaced, Nueces County will allow EMD 48 hours to fill position with replacement staff.

#### **II. Proposed Costs and Invoicing**

This proposal is for a fixed price fee for services which includes all fixed fees and costs of operation, services, and materials (personnel, materials, computer support, travel, and lodging, and per diem rates).

- Hourly rate IMT Incident Commander position = \$ 172.23 per hour
- Hourly rate IMT Section Chief position = \$ 139.49 per hour
- Hourly rate IMT Technical Specialist position = \$ 106.75 per hour

Nueces County will be billed monthly for services rendered by BCFS HHS EMD. Payments are due to BCFS HHS within fifteen (15) calendar days of the date of invoice. If payment is not received timely, BCFS HHS EMD may discontinue further services under this agreement until payment is received. Payments are to be made payable to BCFS HHS and sent via electronic mail to the account provided.



### III. Supplemental Terms and Conditions

- A. Termination of Agreement. This agreement will terminate one (1) year after signing. EMD warrants that all deliverables will meet best practices of industry standards. Notwithstanding the foregoing, EMD may terminate or postpone this agreement until any amounts due by Nueces County are current.
- B. Any notice, demand, or request required or permitted by and directly related to the establishment, continuance, renewing, or cancellation of this agreement shall be in writing and deemed to have been sufficiently given when personally delivered to, sent via email, or sent via certified overnight mail, addressed as follows:

**Nueces County:**

Nueces County Office of Emergency Management  
901 Leopard St. Ste 303  
Corpus Christi, Texas 78401  
Attn: Judge Barbara Canales  
[Barbara.Canales@nuecesco.com](mailto:Barbara.Canales@nuecesco.com)

**BCFS HHS EMD:**

BCFS HHS  
c/o Emergency Management Division  
1506 Bexar Crossing  
San Antonio, Texas 78232  
Attn: Dakota Duncan, Executive Director  
[DD1017@bcfs.net](mailto:DD1017@bcfs.net)

- C. Limited Liability. Except for incidents involving gross negligence on the part of BCFS HHS, neither BCFS HHS, nor its parent company, affiliate companies, respective divisions, officers or employees will be liable for any damages resulting from any accidents, injuries including fatalities, loss of goodwill, loss of information, cost of purchasing replacement services, or any indirect, incidental, special, consequential, exemplary or punitive damages arising out of its performance or failure to perform under this agreement.
- D. Indemnification. To the extent permitted by law, each party hereby agrees to indemnify, defend and hold the other party and their respective officers, directors, employees, and contractors, and if applicable affiliate companies, parent company or respective divisions (collectively, "representatives") harmless from and against any and all damages or other amounts payable to a third party claimant, as well as any attorneys' fees and costs of litigation arising out of or resulting from any claim, suit, proceeding or cause of action brought by a third party against a party or its representatives based on: (a) breach of any representation or warranty by the indemnifying party, (b) breach of any applicable law by such indemnifying party, or (c) negligence or willful misconduct by such indemnifying party, its affiliates, or their respective employees, officers, directors, contractors or agents.
- E. Authenticity. The signatories hereto warrant and represent that they have authority to bind their principals and that the parties hereto are the correct parties to the agreement as to the covenants exchanged herein.
- F. Governing Law. This agreement shall be governed by and construed in accordance with the laws of the State of Texas. Venue by agreement of the parties is specifically set in a court of competent jurisdiction in Nueces County, Texas.
- G. Point of Contact. For all matters related to the scope of work and deliverables, the Nueces County Point of Contact shall be Melissa Munguia, ([melissa.munguia@nuecesco.com](mailto:melissa.munguia@nuecesco.com)) 361-888-0513. The Point of Contact for BCFS HHS EMD will be Dakota Duncan, Executive Director, Emergency Management Division, [DD1017@bcfs.net](mailto:DD1017@bcfs.net) (210-283-5195).



The parties hereto have executed this agreement on the day of the last signature ascribed below.

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Authorized Signer for Nueces County

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Authorized Signor for BCFS HHS EMD

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Title

\_\_\_\_\_

Title

\_\_\_\_\_

Printed Name

\_\_\_\_\_

Printed Name

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Date

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Date