

POD TRAILER REPLACEMENT AGREEMENT

Between Brazoria County Health Department and the City of Lake Jackson

This **POD TRAILER REPLACEMENT AGREEMENT** (the "Agreement") is made and entered into by and between **Brazoria County, Texas**, acting by and through its **Health Department (hereinafter referred to as "BCHD")**, and the **City of Lake Jackson (hereinafter referred to as "the City")**, collectively referred to as "the Parties," and is effective as of the date of the final signature below.

SECTION ONE: PURPOSE AND BACKGROUND

This Agreement establishes the conditions under which BCHD will exchange legacy Point of Dispensing (POD) trailers previously issued to the City for newly acquired trailers. This process supports joint public health preparedness and response objectives under the Public Health Emergency Preparedness (PHEP) and Cities Readiness Initiative (CRI) programs. It replaces prior informal or formal arrangements relating to trailer ownership, deployment, and maintenance.

SECTION TWO: TERM OF AGREEMENT

This Agreement becomes effective upon full execution by both Parties and remains in effect:

- For as long as the City participates in the BCHD-led PHEP program, or
 - Until the trailer and its associated property are returned to BCHD.
-

SECTION THREE: TRAILER EXCHANGE CONDITIONS

3.1 As a condition for receiving a new POD trailer, the City agrees to return the previously issued legacy trailer to BCHD. The exchange will be conducted on a **one-for-one basis**: one legacy trailer returned per one new trailer issued.

3.2 Upon transfer of the new trailer, BCHD will provide an itemized inventory using **DA Form 2062** (Hand Receipt/Annex Number). Copies of the completed inventory will be provided to both BCHD and the City on the date of exchange. The DA 2062 will list the trailer and any included non-expendable POD equipment.

SECTION FOUR: USE, STORAGE, AND LOCATION REPORTING

4.1 The trailer and any associated contents shall be used primarily to support public health emergency response, training, or preparedness operations, including:

- POD training exercises
- Real-world medical countermeasure (MCM) events
- Community preparedness or ICS mobilization

4.2 Use of the trailer for civic events, training, or other city-led operations is permitted so long as these activities do not interfere with the trailer's emergency response readiness.

4.3 The trailer must be stored in a secure location that reasonably protects it from weather, theft, or deterioration. The City agrees to notify BCHD in writing of the trailer's permanent storage location within five (5) business days of taking possession and shall update BCHD within five (5) business days if that location changes.

SECTION FIVE: MAINTENANCE AND REGISTRATION

5.1 BCHD will retain responsibility for maintaining the trailer's registration, including annual renewal and provision of updated registration tags.

5.2 The City will notify BCHD of any mechanical, structural, or equipment-related concerns affecting the trailer's usability. If the damage is minor, such as, by way of example and not limitation, a flat tire or a burnt out bulb, the City shall repair the POD-trailer. The Department is responsible for all other maintenance and upkeep unless the damage was caused by the City's negligence. The City will be responsible for repairs caused by the City's negligence.

5.3 BCHD will set aside a portion of yearly budget to cover any mechanical, structural, or equipment-related repairs and routine maintenance. These funds may be made available upon request of the City to cover repairs and routine maintenance and are subject to availability and BCHD Director approval.

SECTION SIX: INSPECTIONS AND ACCOUNTABILITY

6.1 BCHD will conduct at least one (1) inspection annually to verify operational readiness and conduct inventory validation using the most recent DA Form 2062.

6.2 All inspections shall be **scheduled in advance** and coordinated with the City. **No inspections shall be unannounced or without prior notice.**

6.3 BCHD shall provide a written request proposing a reasonable date and time for inspection. The City shall work in good faith to accommodate the request in a timely manner.

SECTION SEVEN: RESPONSIBILITY FOR LOSS OR DAMAGE

7.1 The City assumes responsibility for the safekeeping and appropriate use of the trailer and associated POD assets. If the trailer or equipment is lost, stolen, destroyed, or rendered inoperable due to preventable causes, the following conditions apply:

- BCHD is **not obligated** to replace the trailer or equipment;
- The City will **not be held financially liable** for the value of the lost equipment unless evidence of gross negligence or intentional misuse is determined;
- BCHD may, at its sole discretion, determine that the City is **no longer eligible** for POD equipment support under the PHEP program. In such cases, associated planning and response resources may be reallocated to other jurisdictions with demonstrated capability and compliance.

7.2 If, during inspection, BCHD finds that the trailer is not maintained in a condition suitable for emergency use, BCHD reserves the right to recover the trailer and redistribute it to a city capable of ensuring readiness and appropriate use.

7.3 BCHD will work collaboratively with the City to address deficiencies through guidance, training, and mutual coordination before considering trailer removal or program disqualification.

SECTION EIGHT: TITLE AND OWNERSHIP

8.1 All trailers and associated POD contents remain the **sole property of the Brazoria County Health Department** at all times.

8.2 The City does not obtain any ownership rights, lien interest, or transfer authority by virtue of this Agreement.

SECTION NINE: TERMINATION

9.1 BCHD may terminate this Agreement with written notice for any of the following:

- Failure to maintain the trailer in a ready and secure condition;
- Unapproved use of the trailer outside permitted functions;
- Repeated failure to respond to inspection or inventory coordination;
- Cessation of City participation in the PHEP program.

9.2 Upon termination, the City agrees to return the trailer and all inventoried equipment within seven (7) calendar days of written notice, unless otherwise agreed upon.

SECTION TEN: ENTIRE AGREEMENT

10.1 This Agreement represents the **entire understanding** between the Parties and supersedes all prior discussions, agreements, or memoranda regarding POD trailer issuance, exchange, or use.

10.2 Any modifications must be submitted in writing and signed by both Parties.

10.3 Each signatory represents that they are authorized to execute this Agreement on behalf of their respective entity.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the dates written below.

BRAZORIA COUNTY HEALTH DEPARTMENT

Signed By: _____

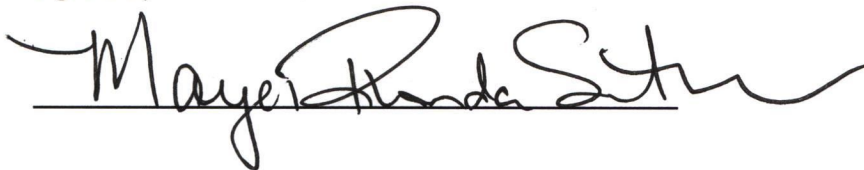
Printed Name: Cathy Sbrusch

Title: BCHD Director

Date: _____

CITY OF LAKE JACKSON MAYOR'S OFFICE

Signed By:



Printed Name: Rhonda Seth

Title: City Mayor

Date: _____

COUNTY OF BRAZORIA – STATE OF TEXAS

Signed By:

Printed Name: _____

Title: County Judge (or judge-appointed representative)

Date: _____