

STATE OF TEXAS §
 §
COUNTY OF NUECES §

INTERLOCAL AGREEMENT
BETWEEN TEXAS A&M UNIVERSITY, COLLEGE STATION COLONIAS
PROGRAM AND NUECES COUNTY FOR MOBILE MEDICAL CLINIC

WHEREAS, the Texas A&M University, for the benefit of its Colonias Program, a member of The Texas A&M University System, an agency of the State of Texas, , herein “TAMU”, built a 26-foot mobile medical clinic specifically to assist in the mission of enhancing the quality of life for residents living in colonias and economically distressed areas of Texas;

WHEREAS, Nueces County through the Corpus Christi-Nueces County Public Health District, herein “County,” provides clinical medical services for residents throughout Nueces County and is interested in providing these services in and around colonias found within Nueces County;

WHEREAS, TAMU and County for the benefit of the Corpus Christi-Nueces County Public Health District (“Health District”) are interested in entering into an agreement to transfer the referenced mobile medical clinic to County so that mobile medical services can be provided; and

WHEREAS, Chapter 791 of the Texas Government Code, as amended, authorizes contracts between local governmental agencies to perform governmental functions and services such as medical services.

NOW, THEREFORE, THIS AGREEMENT is hereby made an entered into by TAMU and County, upon and for the mutual consideration stated herein:

1. TAMU agrees to transfer title to an Arch Capstone Trailer #1 (herein “Trailer”), further depicted in Exhibit A, herein attached and incorporated in its entirety, to County for the use of and benefit of the Health District. Upon final execution of this Agreement and Trailer delivery to designated locale, the County acquires all rights, title and interest to the Trailer.
2. TAMU shall deliver said Trailer to the County no more than thirty (30) days after final execution of this Agreement.
3. As consideration for providing this Trailer to County, County through the Health District agrees to provide follow up and initial medical services from Trailer at different locations throughout the County. The follow up services will be part of the continuum of care that began with the 2017 Innovative Readiness Training project that provided medical services through the Department of Defense.

4. County has sole responsibility for maintenance and upkeep of the Trailer. Should County after consultation with the Health District decide that the Trailer is beyond reasonable repair, County has no duty to replace said Trailer. County may not resell or transfer the Trailer, except with prior written approval of TAMU. Should County after consultation with the Health District determine that Trailer is unsafe, County in its sole discretion may dispose of Trailer.

5. Health District agrees it will be responsible for any medical waste and all medical equipment used to provide services or make any necessary arrangement for such disposition

6. Health District agrees it will share basic non-HIPPA tallies of individuals served on a quarterly basis so long as the Trailer is in use.

7. TAMU and County will co-brand the Trailer. Costs for branding will be negotiated prior to acquiring branding. TAMU agrees that any County applicable procurement laws and regulations will be followed.

8. The Parties agree that all expenditures under this agreement shall be paid with current revenues of the paying party.

9. This Agreement takes effect upon date of last signature and shall be in effect for as long as the Trailer is being maintained by the County.

10. This Agreement has been duly executed and delivered by all parties and constitutes a legal, valid and binding obligation of the parties. Each person executing this Agreement represents and warrants that they have full right and authority to enter into this Agreement.

11. This Agreement may not be amended except in a written instrument specifically referring to this Agreement and signed by the parties hereto.

12. APPLICABLE LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.

13. SEVERABILITY. In the event that one or more of the provisions contained in the Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability of the Agreement shall be construed as if such invalid, illegal or unenforceable provision has never been contained herein, but shall not affect the remaining provisions of this Agreement, which shall remain in full force and effect.

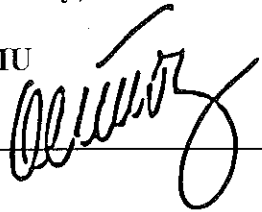
14. NOTIFICATION Any and all notices which may be required under the terms of the Agreement shall be delivered by registered or certified United States mail or by a recognized commercial carrier or delivery service as follows:

TAMU:
Director, Colonias Program
Texas A&M University
9340 S. Presa St. Ste 110
San Antonio, Texas 78223

COUNTY:
County Judge
901 Leopard Rm 303
Corpus Christi, Texas 78401

Executed in triplicate originals, this the 25th day of November, 2019 by Texas A&M University, Colonias Program by its duly authorized officer:

TAMU

By:  _____

Witness:

 _____

Executed in triplicate originals, this the _____ day of _____, 2019 by Nueces County by its duly authorized officer:

By: _____

Attest:

County Clerk

Acknowledged and agreed in form and substance:

By: _____
Director, Corpus Christi-Nueces County Public Health District

Witness:

Exhibit A

