

Memorandum of Understanding For
Services -Innovative Readiness Training Submittals
(Nueces County and Texas A&M University-Colonia Program)

THE STATE OF TEXAS §
 § KNOW ALL BY THESE PRESENTS:
COUNTY OF NUECES §

This Memorandum of Understanding ("MOU") is entered into between Nueces County ("County"), and Texas A&M University, a member of The Texas A&M University System, an agency of the State of Texas, on behalf of the Colonias Program (hereinafter the "Colonias Program").

WHEREAS, the County desires to participate in the Department of Defense (DoD) program known as Innovative Readiness Training, which serves American communities in need and provides realistic military training benefits through civil-military programs;

WHEREAS, the County specifically seeks Innovative Readiness Training projects in Medical, Engineering, Civil Affairs, Legal, Veterinarian and Public Health missions; and

WHEREAS, Colonias Program seeks to assist the County in its endeavor to secure assistance for these Projects through the DOD's Innovative Readiness Training as it has expert faculty, professional staff, and students who are trained and experienced in such project submittals through the DoD and can further oversee the administrative paperwork necessary for any project accepted by the DoD.

NOW THEREFORE, the parties agree as follows:

Section 1. Obligations by Colonias Program

1. Description of Services. Colonias Program will:
 - a. Assist in preparation of any necessary supplements or amendments to **County's** application for Innovative Readiness Training Requests ("Application) for Projects.
 - b. Monitor status of Application.
 - c. Assist County in preparation of any further documents/reporting should Projects be approved.
 - d. Serve as liaison between the County and the DoD as needed for Projects successful implementation.

2. Records. The County or any of its duly authorized representatives shall have access during normal business hours to any and all books, documents, papers, and records

of the Colonias Program which are directly pertinent to this MOU for the purpose of making audits, examinations, excerpts, transcriptions.

3. Updates. Upon request, Colonias Program shall provide updates to the County regarding Innovative Readiness Training Projects submittals.

Section 2, Obligations by County

The County will cooperate, provide necessary guidance and available information as needed to enable Colonia Program to fulfill their obligations under this MOU.

The County will be responsible for all raw materials needed to implement Innovative Readiness Training Projects.

The County will be responsible for preparing all necessary environmental assessments and public notices required by DoD.

The County with Colonias Program assistance will be responsible for preparing other documentation required by DoD.

Section 3. Term

A. The original term of this MOU is for five years beginning on April 27, 2021. This MOU terminates on the fifth-year anniversary of the beginning date of this MOU ("Termination Date").

B. This MOU renews automatically each year without the necessity of further action by the County or Colonias Program for an additional one year term ("**Extended Term**") effective immediately upon the Termination Date of the previous term, unless one of the parties desires to terminate this MOU.

C. If a party desires to terminate this MOU by not renewing, the terminating party must provide written notice of the terminating parties' intent not to renew to the non-terminating party at least thirty (30) days prior to the then applicable Termination Date.

D. Notwithstanding any other paragraph in this agreement, this MOU will terminate automatically upon completion of the Projects through the DoD Innovative Readiness Training program and submittal of all DoD required paperwork.

Section 4. Notices

All notices, demands, requests, or replies for or permitted by a party under this Agreement must be in writing and shall be by registered or certified United States mail or by a recognized commercial carrier or delivery services as follows:

NUECES COUNTY:

Nueces County Judge
Nueces County Courthouse
901 Leopard, Rm. 303
Corpus Christi, Texas 78401

TEXASA&M

Colonias Program
Texas A&M University
9350 S. Presa St. Ste. 110
San Antonio, TX 78223

Section 5. Liability

The parties understand and acknowledge that in no event shall the County be liable for any contracts made by Colonias Program with any person, firm, corporation, association or governmental body.

Section 6. Non Binding

The parties understand and acknowledge that nothing in this MOU will be construed as a binding agreement between the parties, and no liability will attach should either party fail to perform as indicated herein.

Section 7. Compliance with Laws

The parties will comply with all applicable city, state, and federal laws, regulations, and rules that may pertain to each party's performance under this MOU.

Section 8. Amendment

Amendments to this MOU must be in writing and be approved by each respective governing body at a noticed meeting and signed by the County Judge and Colonias Program Director, Texas A&M University.

Section 9. Independent Contractor

This MOU will not be construed as creating an employer/employee relationship between Colonias Program and County.

Section 10. Entirety Clause

This MOU contains the entire understanding between the parties, and no oral statements or representations or prior written matter not contained in this MOU shall have any force and effect.

EXECUTED on the dates indicated below binding the respective parties as of the last date of execution below.

NUECES COUNTY

By: _____
Barbara Canales, County Judge

Date: _____

Attest:

By: _____
Kara Sands, County Clerk

TEXAS A & M UNIVERSITY

By: _____
Oscar J Munoz

Date: _____

Attest:

By: _____
Eva Lopez, Program Manager