

STATE OF TEXAS §
 §
ROBSTOWN OF NUECES §

INTERLOCAL AGREEMENT
BETWEEN CORPUS CHRISTI-NUECES COUNTY HEALTH DISTRICT AND
ROBSTOWN FIRE/EMS

WHEREAS, the Corpus Christi-Nueces County Public Health District, hereinafter “District,” pursuant to a grant agreement with the State of Texas (herein “Grant Agreement”) acquired a trailer and supplies for use in case of a natural/man-made disaster;

WHEREAS, Robstown Fire/EMS, hereinafter “Robstown,” is a community partner that will provide emergency services in case of a natural/man-made disaster;

WHEREAS, the District has a need to store such trailer with supplies;

WHEREAS, Robstown has a storage facility and will readily have access to supplies in case of a natural/man-made disaster;

WHEREAS, the State as the granting source has provided written consent permitting use of supplies and trailer by Robstown in case of a natural/man-made emergency;

WHEREAS, the District and Robstown, both local governmental agencies, desire to enter into an agreement to permit the District to store this trailer with supplies at the Robstown facility; 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 the administrative function of warehousing, inclusive of section 791.025, Texas Government Code which permits agreements between local governments for the purchase of goods and services and satisfies the requirement of local governments to seek competitive bids for the purchase of such goods and services.

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

WITNESSETH

I.

District and Robstown contract and agree that Robstown will store trailer with supplies, as identified on Exhibit A herein attached, at its facilities located at 700 Upshaw St., Robstown, Texas.

II.

This contract shall be in effect for a period of one year, from September 1, 2013, through August 31, 2014. This contract will automatically renew for subsequent one year terms. This notwithstanding District may remove trailer and supplies at any time in its sole discretion.

This contract may be terminated by either party, without cause, upon thirty days notice to the other party. However, upon District's sole determination that life/usefulness of trailer has been expended this Agreement may be terminated immediately by District.

III.

As consideration for the warehousing of its trailer and supplies the term of the Agreement and any subsequent terms District agrees to:

- Allow Robstown to use trailer and supplies in case of a natural/man-made emergency upon confirmation from District that trailer with supplies will not be immediately needed elsewhere.

Maintenance and upkeep of trailer shall be at the District's expense consistent with any Grant Agreement requirements. District shall be responsible for the inventoried supplies consistent with Grant Agreement requirements. Robstown will replace any supplies it uses. Trailer shall remain in a response ready mode at all times. The Parties agree that any services provided shall be paid for with current revenues of the paying party.

IV.

The District agrees to provide Robstown valid proof of insurance for trailer to be stored and maintain insurance for trailer to be warehoused at storage facility that may be consistent with any grant requirement.

Robstown agrees to maintain general liability insurance for storage facility. General liability insurance limits should not be less than \$100,000 per person / \$300,000 per occurrence. District should be listed as an additional insured.

Robstown agrees to maintain storage facility. The storage facility should not be allowed to fall into general disrepair and should be maintained in such manner as to allow for safe storage of trailer and supplies including, but not limited to, taking reasonable precautions against theft and vandalism.

Robstown assumes liability for any persons injured and/or any resulting death as a result of its use of said trailer and/or supplies.

To the extent authorized by law, Robstown further agrees to indemnify the District from any resulting third-party claims or litigation arising from its use of the trailer or supplies.

District at all times remains the owner of trailer and supplies, to the extent contemplated in the Grant Agreement, and may at any time access trailer with its supplies to respond to any natural/man-made disaster in the State of Texas.

V.

BINDING AGREEMENT:AUTHORITY: PARTIES BOUND. This Agreement has been duly executed and delivered by both parties and constitutes a legal, valid and binding obligation of the parties. That each person executing this Agreement on behalf of each party to this agreement represents and warrants that they have full right and authority to enter into this agreement.

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

APPLICABLE LAW. This Agreement shall be expressly subject to District and Robstown's Sovereign Immunity, Title 5 of the Texas Civil Practice and Remedies Code and all applicable state law. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and venue of any legal action filed by either the District or Robstown shall be in Nueces County, Texas.

SEVERABILITY. In the event that one or more of the provisions contained in this 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.

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:

DISTRICT:

ROBSTOWN:

Infectious Disease Coordinator

EMS Director

CC-Nueces County Health District

Robstown City Hall

1702 Horne Road

101 E. Main Street

Corpus Christi, TX 78416

Robstown, TX 78380

With Copy to:

<u>Director</u>	<u>City Secretary</u>
<u>CC-Nueces County Health District</u>	<u>Robstown City Hall</u>
<u>1702 Horne Road</u>	<u>101 E. Main Street</u>
<u>Corpus Christi, TX 78416</u>	<u>Robstown, Texas 78380</u>

AGREED TO BY:

CC-NC PUBLIC HEALTH DISTRICT

ROBSTOWN FIRE/EMS

Annette Rodriguez, Director

Rodrigo Ramon, Mayor

Date: _____

Date: _____