

**INTERLOCAL COOPERATION AGREEMENT
BETWEEN
CITY OF CORPUS CHRISTI,
CITY OF PORT ARANSAS
AND
COUNTY OF NUECES
RELATING TO THE MUSTANG AND NORTH PADRE ISLANDS
BEACH PARKING PERMIT SYSTEM**

This interlocal cooperation agreement, under Chapter 791 of the Texas Government Code, is made by and between the City of Corpus Christi, Texas ("Corpus Christi"), a municipal corporation, the City of Port Aransas, Texas ("Port Aransas"), a municipal corporation, and the County of Nueces ("County"), each of which is a political subdivision of the State of Texas.

WHEREAS, Chapter 791 of the Texas Government Code authorizes local governments to contract with one another and state agencies to perform governmental functions and service that each party to the contract is authorized to perform individually, including functions relating to parks and recreation activities, in order to increase efficiency and effectiveness;

WHEREAS, it is the duty and responsibility of the governing body of any incorporated city, town, or village located or bordering on the Gulf of Mexico to clean and maintain the condition of all public beaches within the corporate boundaries, but the duty to clean and maintain the condition of public beaches does not extend to any public beach within the corporate boundaries that is owned by the county in which it is located.

WHEREAS, it is the duty and responsibility of the commissioners court of any county located or bordering on the Gulf of Mexico to clean and maintain the condition of all public beaches located inside the county but outside the boundaries of any incorporated city located or bordering on the Gulf of Mexico and all public beaches owned by the county and located inside the boundaries of an incorporated city, town, or village.

WHEREAS, under Section 61.011 of the Texas Natural Resource Code local government responsible for the regulation, maintenance, and use of such beaches may charge reasonable fees pursuant to its authority to cover the cost of discharging its responsibilities with respect to such beaches, provided such fees do not exceed the cost of such public facilities and services, and do not unfairly limit public access to and use of such beaches, including imposition of beach access, user, or parking fees and reasonable exercises of the police power by local governments with respect to public beaches;

WHEREAS, each of the parties to this interlocal cooperation agreement have in place an approved Beach Access and Use Plan, as required by Section 61.015 of the Texas Natural Resource Code, that authorizes beach parking permit fees for parking on beaches maintained by the parties;

WHEREAS, the General Land Office has adopted regulations in Section 15.8 of Title 31, Texas Administrative Code, that control the imposition of beach user fees by local governments;

WHEREAS, Section 15.8(b) of Title 31, Texas Administrative Code, requires local governments to establish a state-approved system for reciprocity of fees and fee privileges among the different local governments authorized to charge beach user fees;

WHEREAS, the establishment of a system of beach user fee reciprocity is a condition of state approval of local dune protection and beach access plans;

Now, therefore the Parties hereto mutually agree as follows:

- I. **MUSTANG AND NORTH PADRE ISLANDS BEACH PARKING PERMIT SYSTEM.** The Mustang and North Padre Islands Beach Parking Permit System ("Beach Parking Permit System") provides a unified system for the issuance, sale, enforcement, and the reciprocal recognition of beach parking permit stickers within the jurisdictions of Corpus Christi, Port Aransas, and County. Revenue from the beach parking permit stickers will be used to help defray some of the cost of providing beach-related services incurred by the three jurisdictions.
- II. **PARTICIPANT FUNDING.** The funding for the Beach Parking Permit System will come exclusively from the beach parking permit sale revenues. The revenues received will be distributed to the parties based on the linear beach frontage of beach each party is responsible for maintaining under State law. Any beaches within Federal or State parks will be excluded. Attachment A lists the distance each party is responsible for as of the date of this agreement. It will be updated at the time of any boundary changes. Attachment B is a collection of maps showing the fee and free parking areas within each jurisdiction.
- III. **AUTHORIZATION FOR FUNDING.**
 - A. Corpus Christi, Port Aransas, and County each separately certify that the revenues received from the Beach Parking Permit System will only be used for expenses authorized by the General Land Office regulations in 31 TAC 15.8.
 1. Section 15.8(f) authorizes the use of beach user revenues only for beach-related services.
 2. Beach-related services are defined as reasonable and necessary services and facilities directly related to the public beach which are provided to the public to ensure safe use of and access to and from the public beach, such as vehicular controls, management, and parking (including acquisition and maintenance of off-beach parking and access ways); sanitation and litter control; life guarding and lifesaving; beach maintenance; law enforcement; beach nourishment projects; beach/dune system education; beach/dune

protection and restoration projects; providing public facilities such as restrooms, showers, lockers, equipment rentals, and picnic areas; recreational and refreshment facilities; liability insurance; and staff and personnel necessary to provide beach-related services. Beach-related services and facilities shall serve only those areas on or immediately adjacent to the public beach.

3. For each fiscal year, a local government shall not spend more than 10% of beach user fee revenues on reasonable administrative costs directly related to beach-related services. Each local government shall send quarterly reports to the General Land Office stating the amount of beach user fee revenues collected and itemizing how beach user fee revenues are expended. The General Land Office may prescribe reporting forms or methods. The General Land Office shall suspend the local government's privilege to collect fees and shall revoke approval of any pertinent dune protection and beach access plan if the beach user fee revenues have been spent on services which are not beach-related. Reports are due no later than 60 days after the end of each quarter of the State fiscal year.

- B. Corpus Christi, Port Aransas, and County each separately certify that payments made under this Agreement will be made from current revenues, and any future payments are subject to future appropriations.
- C. All expenditures will be subject to applicable Corpus Christi, Port Aransas, and County purchasing procedures.
- D. The parties further mutually agree that the budget for the Beach Parking Permit System shall be set by the representatives of all parties to this agreement designated in Section V of this agreement.

IV. **STANDARD OPERATING PROCEDURES.** The parties agree that the Beach Parking Permit System shall be operated under the Standard Operating Procedures (SOP), which will be attached to this agreement as Attachment C.

- A. The SOP may be amended by the representatives of all parties to this agreement designated in Section V of this agreement with the consent of their governing bodies.
- B. The designated representatives of the parties shall periodically review the methods used for the sale of beach parking permits and make recommendations on whether beach parking permit fees need to be adjusted in order to ensure that adequate revenues are available to provide the required beach related services by the parties.

V. **DESIGNATED REPRESENTATIVES.** The following officials, and their successors in office, are the designated representatives of the parties authorized to approve amendments to the SOP:

- A. City of Corpus Christ David R. Garcia, City Manager
- B. City of Port Aransas Tom Brooks, City Manager
- C. Nueces County Richard M. Borchard, County Judge

VI. **RESPONSIBILITIES.**

- A. Each party to this agreement shall make any necessary changes to beach fee provisions of their dune protection and beach access plans that are necessary to implement this agreement, and submit the amendments for review approval to the Texas Land Commissioner and Attorney General as required by section 61.011 and 61.015 of the Texas Natural Resource Code and 31 TAC 15.8(e).
- B. Except as provided in paragraphs 1 and 3 of this subsection, each party shall only recognize Beach Parking Permit System stickers, as described in Section I of this Agreement, within their respective jurisdiction.
 - 1. Each party shall recognize the right of any party to sell beach parking permit sticker's that were acquired by the party prior to February 22, 2002.
 - 2. Each party with an existing stock of parking stickers will provide the other parties with information on the number of parking permit stickers in their inventory on February 22, 2002.
 - 3. Pending General Land Office approval of any required amendments to a party's ~~Corpus Christi's~~ dune protection and beach access plans relating to beach parking permit fees, and before the unified system goes into effect, each party shall recognize any existing beach parking permit sticker issued by one of the parties until the beach parking permit expires.
- C. Except as provided for in this agreement or the SOP, each party will be responsible for enforcement of the beach parking permits within their jurisdiction.
- D. The parties shall make reasonable effort to maintain reliable operations of the Beach Parking Permit System. But the parties assume no responsibility for unavoidable system failures, equipment failures, or late notification by a party to this agreement. A party's liability in any event shall be solely limited to direct loss of any fee revenues arising from the party's negligence, and shall not be liable for any consequential losses.

- E. Except as provided for in this agreement or the SOP, each party is responsible for the on-site beach parking permit sales within their jurisdiction. Each party's liability in any event shall be solely limited to direct loss of any fee revenues arising from the party's negligence, and shall not be liable for any consequential losses.
- VII. **MODIFICATION/AMENDMENT.** This Agreement may be modified or amended provided that such modification or amendment is in writing and signed by an authorized representative of each party, and approved by the governing body of each party. The modifications to the standard operating procedures approved by the authorized representatives do not require the approval of the governing bodies, unless a governing body reserves the authority to approve amendments to the standard operating procedures or an authorized representative refers the matter to the party's governing body.
- VIII. **APPROVAL BY GOVERNING BODIES.** Each party represents that this Agreement has been duly passed and approved by the governing body of the party as required the Texas Interlocal Cooperation Act, Chapter 791, Texas Government Code.
- IX. **TERM AND RENEWAL.**
- A. This Agreement shall be for an initial term of one year.
- B. This Agreement shall be automatically renewed without further action unless terminated by any party.
- C. This agreement may be terminated at any time by any party with or without cause upon (90) days' advance written notice.
- D. Any notice of termination shall be sent to the other parties to this interlocal cooperation agreement at the address listed in Section XI of this agreement, and to the General Land Office and Attorney General.
- X. **SEVERABILITY.** If any portion of this agreement, or its application to any person or circumstance, is held to be invalid or unconstitutional by any court of competent jurisdiction, the remainder of this agreement shall not be affected and shall continue to be enforceable under the terms of this agreement.
- XI. **NOTICES.** Notices under this Agreement shall be addressed to the parties as indicated below, unless changed by written notice to such effect, and shall be effected when delivered or when deposited in the U.S. mail, postage prepaid, certified, return receipt requested.

- A. City of Corpus Christi
Attn: City Manager
P.O. Box 9277
Corpus Christi, Texas 78469-9277
Telephone: (361) 880-3220
Facsimile: (361) 880-3839

- B. City of Port Aransas
Attn: City Manager
710 West Avenue A
Port Aransas, Texas 784
Telephone: (361) 749-4111
Facsimile: (361) 749-4723

- C. Nueces County
Attn: County Judge
901 Leopard Street
Corpus Christi, Texas 78401
Telephone: (361) 888-0444
Facsimile: (361) 888-0445

- XII. **PERFORMANCE.** This agreement shall be performed in Nueces and Kleberg County, Texas, and shall be governed by the laws of the State of Texas.

- XIII. **NO BENEFIT TO THIRD PARTIES.** This Agreement is solely for the benefit of the parties to this agreement, and not for the benefit of any third party.

- XIV. **ASSIGNMENT.** This Agreement is binding upon and inures to the benefit of the parties to this Agreement and their respective successors and permitted assigns. This Agreement may not be assigned by any party without the written consent of all of the other parties.

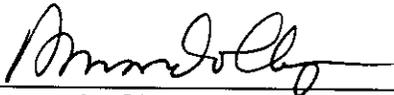
- XV. **ENTIRE AGREEMENT.** This Agreement represents the entire agreement between the parties and may not be modified by any oral agreements or understandings. Any amendments must be made in writing and signed by all parties, as provided in Section VII of this agreement.

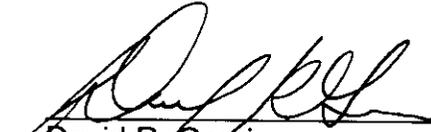
- XVI. **EFFECTIVE DATE.** This agreement is effective on the date when the last party executes this agreement.

EXECUTED by the City of Corpus Christi, on the 4th day of March, 2002.

ATTEST:

CITY OF CORPUS CHRISTI


Armando Chapa
City Secretary


David R. Garcia
City Manager

APPROVED AS TO FORM:

James R. Bray, Jr.
City Attorney

By: 
R. Jay Reining
First Assistant City Attorney

Res. 024775 AUTHORIZED
BY COUNCIL 2/19/02
SECRETARY ac my

EXECUTED by the City of Port Aransas, on the ____ day of _____, 2002.

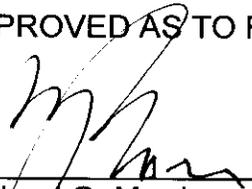
ATTEST:

CITY OF PORT ARANSAS


Esther Arzola
City Secretary


Tommy M. Brooks
City Manager

APPROVED AS TO FORM:

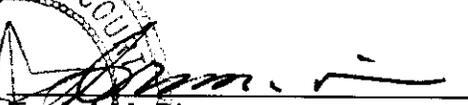

Michael G. Morris
City Attorney

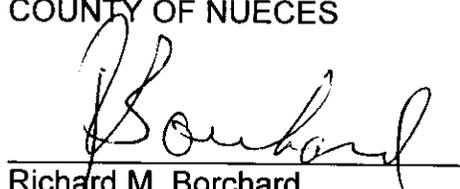
EXECUTED by the County of Nueces, on the ____ day of ____, 2002.

ATTEST:

COUNTY OF NUECES




Ernest M. Biones
County Clerk


Richard M. Borchard
County Judge

APPROVED AS TO FORM:

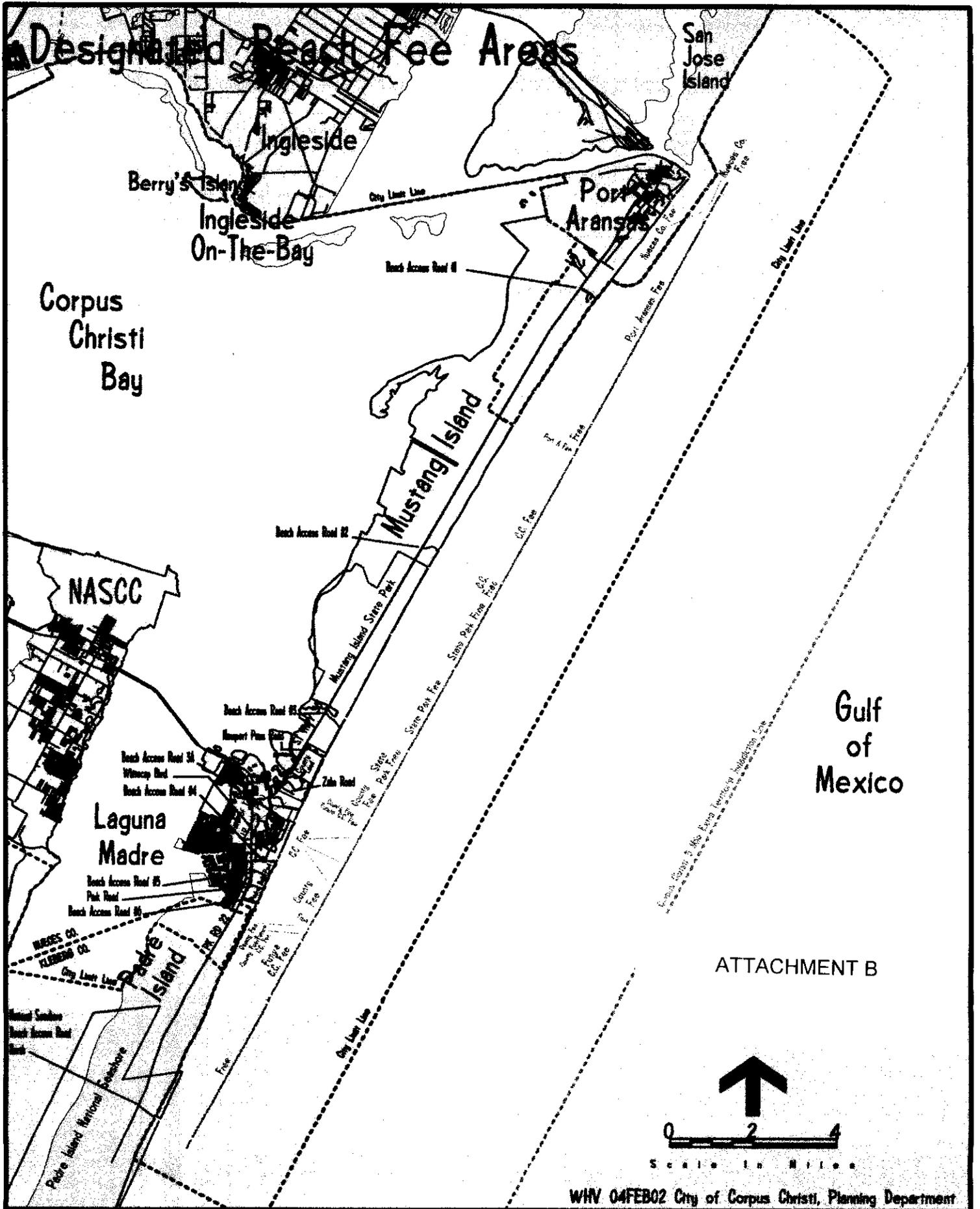

Laura Garza Jimenez
County Attorney

FEE AND FREE BEACHES BY GOVERNMENTAL ENTITY

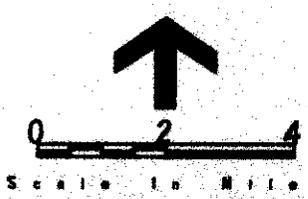
CORPUS CHRISTI SHIP CHANNEL TO PADRE ISLAND NATIONAL SEASHORE

Governmental Entity Fee / Free

	Governmental Entity	Fee / Free	Feet	Miles	% of Total		Fee / Free by Governmental Entity	Local Government Beach Parking Fee Distribution %
					Beaches By Entity	Beaches By Entity		
Nueces County		Fee	9,860	1.87	6.5%		67.0%	
Nueces County		Free	4,860	0.92	3.2%		33.0%	
Subtotal			14,720	2.79	9.7%		100.0%	16.0%
City of Port Aransas		Fee	31,880	6.04	21.0%		90.0%	
City of Port Aransas		Free	3,530	0.67	2.3%		10.0%	
Subtotal			35,410	6.71	23.3%		100.0%	38.5%
City of Corpus Christi		Fee	39,629	7.51	26.1%		94.5%	
City of Corpus Christi		Free	2,300	0.44	1.5%		5.5%	
Subtotal			41,929	7.94	27.6%		100.0%	45.5%
Subtotal			92,059	17.44	60.59%		100.0%	100.0%
State of Texas		Fee	11,934	2.26	7.9%		19.9%	
State of Texas		Free	47,934	9.08	31.6%		80.1%	
Subtotal			59,868	11.34	39.4%		100.0%	
Grand Total with State			151,927	28.77	100.0%			



ATTACHMENT B



Attachment C

Mustang and North Padre Islands Beach Parking Permit System Standard Operating Procedures

This attachment to the interlocal cooperation agreement among the City of Corpus Christi, City of Port Aransas, and Nueces County relating to the sale and enforcement of beach parking permits establishes the initial standard operating procedures for the Mustang and North Padre Islands beach parking system.

1. An annual beach parking fee is instituted of \$6 based on a calendar year. (During this initial period, the \$6 fee will run from March 1 until Dec. 31 or such later starting time as is necessitated by approval of the GLO.)
2. The three entities will use their best efforts and coordinate with each other to encourage and foster the sale of beach parking permits.
 - a. A standard discount rate of \$5.50 is established for off-beach vendors such as convenience stores, gas stations, etc.
 - b. An on-beach discount fee of \$5 is established for either on-beach contractual sellers or the governmental entities themselves.
3. The City of Port Aransas will be held harmless during the initial period relative to their net beach sticker sales during the same period in 2001.
4. Revenues will be held by each entity in a segregated account and will be reviewed quarterly by the representatives of the entities. The revenues will be disbursed among the entities based on lineal feet of beach being cleaned by each entity.
5. At each quarterly review, the representatives of the entities will consider modifications necessary to the standard operating procedures.
6. The entities will make provisions for the utilization of any on-hand stickers during the initial period.

SEE ORIGINAL

DOCUMENT FOR

MAP(S)