

Resolution authorizing the execution of a one-year service agreement, with four one-year options, with the United Corpus Christi Chamber of Commerce, for Sister City services, effective for FY 2026.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CORPUS CHRISTI, TEXAS:

Section 1. The City Manager or designee is authorized to execute a one-year service agreement with four one-year options with the United Corpus Christi Chamber of Commerce for Sister City services, effective for FY 2026, in substantial form as attached.

PASSED AND APPROVED on this the _____ day of _____, 2025.

ATTEST:

Paulette Guajardo, Mayor

Rebecca Huerta, City Secretary

AGREEMENT BETWEEN UNITED CORPUS CHRISTI CHAMBER OF COMMERCE AND THE CITY OF CORPUS CHRISTI FOR SISTER CITY SERVICES

This agreement is entered into on the date of its execution as set forth below by and between the United Corpus Christi Chamber of Commerce ("UCCC") and the City of Corpus Christi ("City") for regarding the Corpus Christi Sister Cities.

Whereas, the City of Corpus Christi, Texas has established Sister City relationships with the following cities as of the year stated: Yokosuka, Japan (1962); Keelung, Taiwan (1986); Veracruz, Mexico (1986); Toledo, Spain (1988), Monterrey, Mexico (1993); Agen, France (1995); and Playa del Carmen, Mexico (2008), all listed cities collectively referred to herein as the "Corpus Christi Sister Cities";

Whereas, these relationships provide a public benefit by promoting tourism, cultural exchanges and educational and business opportunities;

Whereas, the UCCC is an organization founded for the promotion of businesses, creation and retention of jobs, and overall benefit of Corpus Christi, Texas, Nueces County, and surrounding areas;

Whereas, the City desires to contract with the UCCC for Sister Cities program administrative services;

Whereas, the UCCC desires to form a new separate committee of the UCCC to be known as the "Corpus Christi Sister City Committee" ("CCSCC");

Whereas, the UCCC and its Corpus Christi Sister City Committee ("CCSCC") will be focused on creating global relationships based on cultural, educational, information, and trade exchanges with four principal areas of focus including arts and culture, business and trade, youth and education, and community development;

Whereas, the City seeks to further the international standing of the City of Corpus Christi and foster global relationships between individual citizens and partner institutions within our city;

Now, therefore, this agreement is entered into on the date of its execution as set forth below by and between the United Corpus Christi Chamber of Commerce ("UCCC") and the City of Corpus Christi ("City"). The parties agree as follows:

1. The CCSCC, a committee of the UCCC, shall:

- A. Promote, manage, and facilitate the Student Summer Exchange Program with the designated Corpus Christi Sister Cities. This includes recruitment, interviewing, student selection, training, and coordination with international counterparts to place the students, as well as planning educational and cultural activities when the exchange students visit Corpus Christi.
- B. Coordinate a variety of international exchanges with the designated Sister Cities, such as roundtables, art and cultural exchanges, virtual meetings, or delegation visits. These interactions should highlight the key focus areas of arts and culture, business and trade, youth and education, and community development in order to expand the personal connections of Corpus Christi citizens.
- C. Identify relevant local community organizations and encourage their participation in international exchanges to expand the impact of sister city relationships.
- D. Provide feedback and information to the UCCC needed to develop the annual budget, create the

semi-annual reports, and develop fundraising activities for the Corpus Christi Sister Cities programs.

2. The UCCC shall:

- A. Maintain and provide administrative services for a separate committee of the UCCC known as the Corpus Christi Sister City Committee ("CCSCC"). The current members of the City of Corpus Christi Sister City Committee may serve on the CCSCC. The UCCC staff shall assist the CCSCC in development of operating procedures and policies for the CCSCC.
- B. Diligently utilize the resources of the CCSCC to promote the Corpus Christi Sister Cities.
- C. Submit reports semi-annually to the City detailing the UCCC's and the CCSCC's activities in performing obligations pursuant to this agreement including any measurable results obtained. UCCC shall include in its report a detailed accounting of the funds raised and expended for any purposes related to the Corpus Christi Sister Cities.
- D. Submit activity and financial reports to the City Manager or designee of the City of Corpus Christi by July 30th for the period of January to June of each year and by January 30th for the period of July-December each year. Each financial report must be prepared and signed by a Certified Public Accountant and provide details regarding receipt and expenditure of funds for the Corpus Christi Sister Cities programs. Each activity report will include summary of all activities and measurable results of the UCCC and the CCSCC regarding the Corpus Christi Sister Cities.
- E. Maintain an Executive Committee of the CCSCC and allow the Mayor of the City of Corpus Christi to serve as a permanent member of the Executive Committee of the CCSCC. The purpose of the Executive Committee is to provide feedback to the UCCC regarding Sister City matters. The Mayor may designate a member of the city's staff to represent the Mayor, including casting the Mayor's vote at meetings. The initial members of the Executive Committee shall be the Mayor and a board member of the UCCC. The Executive Committee may invite other representatives of organizations that contribute to the Corpus Christi Sister Cities programs either financially or with in-kind support to participate on the Executive Committee.
- F. Provide written recommendations with a vote of the CCSCC Executive Committee to the City of Corpus Christi for the establishment or re-establishment of formal Sister City relationships. City Council shall have the final approval of the establishment of Sister City relationships.
- G. By May 1 of each year, adopt an annual workplan and annual budget including all sources of revenue detailing revenues and expenditures in accordance with adopted operating policies and procedures. UCCC shall provide a copy of the proposed annual budget to the City Manager or designee at least two weeks prior to its adoption for review and comment.
- H. Conduct fundraising activities as necessary to facilitate the success of the CCSCC's program.
- I. Present any changes to the adopted operating policies and procedures of the CCSCC for approval by the Executive Committee of the CCSCC.
- J. Not adopt policies that conflict with policies, initiatives, and other actions adopted by the United Corpus Christi Chamber of Commerce or its member governmental units.
- K. Keep and maintain financial books and records regarding the Corpus Christi Sister Cities programs

and services provided under this Agreement including financial records for at least 3 years from the termination of this Agreement and make such records available to the City Manager or designee for review during normal business hours.

L. Comply with all applicable laws, rules and regulations.

3. The City shall:

- A. Maintain connection with CCSCC by designating the Mayor of the City of Corpus Christi or designee to serve as a permanent member of the Executive Committee of the CCSCC.
- B. Promote Corpus Christi Sister City programs as appropriate (i.e. student exchange program) to encourage citizen participation.
- C. Participate in delegation visits and student exchange program events.
- D. Allow use of City facilities at no cost for Corpus Christi Sister City events when possible.
- E. Provide one-time payment of \$8,000.00 to be used to fund Corpus Christi Sister Cities programs under this Agreement.

4. Term. The term of this Agreement begins October 1, 2025 and continues through September 30, 2026 and may be renewed by mutual written agreement of the parties for up to four additional terms of one year each.

5. Compensation. In consideration of the services to be provided, the City shall pay UCCC the amount budgeted for such purposes in the annual budget of the City of Corpus Christi, which budget year begins October 1. Such payment will be issued to UCCC within 60 days of final adoption of the annual budget for the City of Corpus Christi. The total amount paid under this Agreement shall not exceed \$100,000.00.

6. Contract Administrator. The Contract Administrator designated by the City is responsible for approval of all phases of performance and activities under this Agreement, including authorizations for payment. The City's Contract Administrator for this Agreement is as follows:

Name:

Title:

Address:

Telephone Number:

7. Non-appropriation. The continuation of this Agreement after the close of any fiscal year of the City, which fiscal year ends on September 30th annually, is subject to appropriations and budget approval specifically covering this Agreement as an expenditure in said budget, and it is within the sole discretion of the City's City Council to determine whether or not to fund this Agreement. The City does not represent that this budget item will be adopted as said determination is within the City Council's sole discretion when adopting each budget.

8. Termination. This Agreement may be terminated by either party with or without cause upon 30 days written notice.

9. UCCC to maintain separate financial account; distribution of remaining fund balance. UCCC will cause any funding provided by this Agreement or provided for the Corpus Christi

Sister Cities programs and activities to be segregated from other funds in a separate account fund. Upon termination of this Agreement, the account fund balance shall be transferred to the City for purpose of continuing the Corpus Christi Sister Cities programs and activities.

10. Independent Contractor. The UCCC including its Committee will provide the services required by this Agreement as an independent contractor not as an officer, agent, servant, or employee of the City.

11. Indemnification. ***UCCC SHALL FULLY INDEMNIFY, HOLD HARMLESS AND DEFEND THE CITY OF CORPUS CHRISTI AND ITS OFFICERS, EMPLOYEES AND AGENTS ("INDEMNITEES") FROM AND AGAINST ANY AND ALL LIABILITY, LOSS, CLAIMS, DEMANDS, SUITS, AND CAUSES OF ACTION OF WHATEVER NATURE, CHARACTER, OR DESCRIPTION ON ACCOUNT OF PERSONAL INJURIES, PROPERTY LOSS, OR DAMAGE, OR ANY OTHER KIND OF INJURY, LOSS, OR DAMAGE, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, ATTORNEYS' FEES AND EXPERT WITNESS FEES, WHICH ARISE OR ARE CLAIMED TO ARISE OUT OF OR IN CONNECTION WITH A BREACH OF THIS AGREEMENT OR THE PERFORMANCE OF THIS AGREEMENT BY UCCC OR RESULTS FROM THE NEGLIGENT ACT, OMISSION, MISCONDUCT, OR FAULT OF UCCC OR ITS EMPLOYEES OR AGENTS. UCCC MUST, AT ITS OWN EXPENSE, INVESTIGATE ALL CLAIMS AND DEMANDS, ATTEND TO THEIR SETTLEMENT OR OTHER DISPOSITION, DEFEND ALL ACTIONS BASED THEREON WITH COUNSEL SATISFACTORY TO THE CITY ATTORNEY, AND PAY ALL CHARGES OF ATTORNEYS AND ALL OTHER COSTS AND EXPENSES OF ANY KIND ARISING OR RESULTING FROM ANY SAID LIABILITY, DAMAGE, LOSS, CLAIMS, DEMANDS, SUITS, OR ACTIONS. THE INDEMNIFICATION OBLIGATIONS OF UCCC UNDER THIS SECTION SHALL SURVIVE THE EXPIRATION OR EARLIER TERMINATION OF THIS AGREEMENT.***

12. Notices. Any notice required under this Agreement must be given by fax, hand delivery, or certified mail, postage prepaid, and is deemed received on the day faxed or hand-delivered or on the third day after its postmark if sent by certified mail. Notice must be sent as follows:

IF TO CITY:

City of Corpus Christi
Attn: Intergovernmental Relations
P. O. Box 9277
Corpus Christi, TX 78401

IF TO UNITED CORPUS CHRISTI CHAMBER OF COMMERCE:

13. **Amendments.** This Agreement may be amended or modified only in writing executed by an authorized representative of each party. The City Contract Administrator is authorized to execute amendments which do not change the essential purposes of this Agreement.
14. **Waiver.** No waiver by either party of any breach of any term or condition of this Agreement waives any subsequent breach of the same.
15. **Taxes.** UCCC covenants to pay all income and payroll taxes including, but not limited to, Medicare taxes, FICA taxes, and unemployment taxes, and all other applicable taxes that may be imposed by any governmental authority as a result of the Services provided pursuant to this Agreement. Upon request, the City Manager shall be provided proof of payment of these taxes within 15 days of such request.
16. **Assignment.** No assignment of this Agreement by the UCCC, or of any right or interest contained herein, is effective unless the City Manager first gives written consent to such assignment. The performance of this Agreement by the UCCC is of the essence of this Agreement, and the City Manager's right to withhold consent to such assignment is within the sole discretion of the City Manager on any ground whatsoever.
17. **Severability.** Each provision of this Agreement is considered to be severable and, if, for any reason, any provision or part of this Agreement is determined to be invalid and contrary to applicable law, such invalidity shall not impair the operation of nor affect those portions of this Agreement that are valid, but this Agreement shall be construed and enforced in all respects as if the invalid or unenforceable provision or part had been omitted.
18. **Governing Law.** This Agreement is subject to all federal, State, and local laws, rules, and regulations. The applicable law for any legal disputes arising out of this Agreement is the law of the State of Texas, and the forum for such disputes is the appropriate district or county court in Nueces County, Texas.
19. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties concerning the subject matter of this Agreement and supersedes all prior negotiations, arrangements, agreements and understandings, either oral or written, between the parties.

Agreed to by:

THE CITY OF CORPUS CHRISTI, TEXAS

By: _____

Peter Zanoni

City Manager

City of Corpus Christi

Date signed: _____

Attest: _____

Rebecca Huerta, City Secretary

Approved as to Legal form:

By: _____
Assistant City Attorney

UNITED CORPUS CHRISTI CHAMBER OF COMMERCE

By: _____
Al Arreola
Chief Operating Officer
Date signed: _____