

AGREEMENT FOR BEACH LIFEGUARD SERVICES

THE STATE OF TEXAS

KNOWN ALL MEN BY THESE PRESENTS:

COUNTY OF NUECES

This agreement is made and entered into this 25<sup>th</sup> day of March, 2026, by and between the City of Corpus Christi, Texas, hereinafter referred to as "City", and Nueces County, Texas, hereinafter referred to as "County", Witnesses":

WHEREAS, Chapter 791 of the Texas Government Code, as amended, authorizes contracts between local governments to perform governmental functions;

WHEREAS, the County in paying for the performance of governmental functions hereunder, shall make those payments from current revenues; and

WHEREAS, each governing body finds that performance of this Agreement is in the best interests of both parties, that the undertaking will benefit the public, and that the contractual payment fairly compensates the performing party for the services or functions under this Agreement; and

WHEREAS, the County believes it to be in its best interest to utilize trained personnel provided by the City and allocate funds for this purpose.

NOW, THEREFORE, in consideration of the mutual covenants and undertaking herein contained, the parties hereto agree as follows:

ARTICLE I.

Purpose

The purpose of this agreement is for the City to provide Gulf Beach Lifeguard services to the County-controlled Gulf of Mexico beaches as further described herein. For purposes of this Agreement, the term "Lifeguard" means a City employee employed as a Gulf Beach Lifeguard who meets all City requirements for such position. "Lifeguard services" refers to the same services provided by the lifeguards on the City- managed Gulf of Mexico beaches.

ARTICLE II.

CITY RESPONSIBILITIES

The City shall provide four (4) certified beach rescue/ lifeguards for lifeguard services on the public beach within Nueces County Padre Bali Park on two (2) mobile units with two lifeguards/ two Senior Lifeguards dispersed between Access Road 5 and Access Road 6 from May 25, 2026 through September 7, 2026.

The City shall provide the County a summary of hours for each lifeguard and supervisor on a biweekly basis under the City's payroll schedule plan.

The City shall coordinate with the County to define hours of operation.

All services provided under this agreement shall be under the sole direction and supervision of the City.

The City shall provide the County with an itemized invoice on a monthly basis for services provided the previous month.

If properly trained staff are not reasonably available to the City, from time to time, the City shall provide the County with adequate notice to this effect.

All property and materials used for the lifeguard staff (rescue boards, and other associated items) shall be provided by the City under this agreement and shall remain the property of the City.

### ARTICLE III.

#### COUNTY RESPONSIBILITIES

The County shall reimburse the City for lifeguard wages and for the costs of equipment and supplies necessary to provide services under this Agreement. Exhibit A, attached and incorporated in its entirety, reflects a good faith estimate of the expenses to be incurred under the terms of this Agreement.

The County shall reimburse the City for employee benefits due and payable under law or practice. A good faith estimate of the employee benefits are reflected in Exhibit A.

### ARTICLE IV.

#### TERM

This agreement shall be effective from the date of execution for May 25, 2026 through September 7, 2026. Either party may terminate this agreement upon 30 days written notice to the other party.

### ARTICLE V.

#### MISCELLANEOUS PROVISIONS

Audit. County reserves the right to audit any of the City's records related to this Agreement. City will permit County (and its agents) to inspect any and all pertinent records, file, information, and other written materials pertaining to this Agreement. Records shall be available upon County's request.

Immunity. The County does not waive immunity under this agreement.

City Employees. The Parties agree that said employees are employees of the City, and that the City shall retain all liability for workers' compensation and other liabilities that may arise from such employment. This paragraph shall survive termination of this agreement.

Notice. Notice shall be delivered to the address of record for the party notified:

NUECES COUNTY:

Nueces County Judge

901 Leopard St., Room 303

Corpus Christi, Texas 78401

CITY OF CORPUS CHRISTI:

City Manager

1201 Leopard St.

Corpus Christi, Texas 78401

Annual Appropriations. The parties mutually agree and understand that funding under this agreement is subject to annual appropriations by the County and that each fiscal year's funding must be included in the budget for that year and is not effective until approved by the County Commissioners Court.

Current Revenues. The County, in paying for the performance of governmental functions hereunder, shall make those payments from current revenues.

Fair Compensation. Each governing body finds that performance of this Agreement is in the best interests of both parties, that the undertaking will benefit the public, and that the contractual payment fairly compensates the performing party for the services or functions under this Agreement.

Compliance with Laws. All parties agree to comply with all applicable city, state, and federal laws, regulations, and rules that may pertain to each party's performance under this Agreement.

This Agreement expresses the entire agreement between the parties. Any modification, amendment, or addition to this agreement shall not be binding upon the parties unless reduced to writing and signed by the persons authorized to make such agreements on behalf of the respective party. This Agreement supersedes any previous agreements entered between the County and City for the services described herein.

IN WITNESS WHEREOF this Agreement has been executed on behalf of the County of Nueces and the City of Corpus Christi in the manner provided by law.

THE CITY OF CORPUS CHRISTI

By: \_\_\_\_\_

Peter Zaroni

City Manager

Date: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_

\_\_\_\_\_, City Secretary

APPROVED AS TO FORM:

By: \_\_\_\_\_

\_\_\_\_\_

For the City Attorney

NUECES COUNTY

By: Connie Scott

Connie Scott

County Judge

Date: 3-25-26



ATTEST: Kara Sands

By: \_\_\_\_\_

Kara Sands, County Clerk

**EXHIBIT "A"**

**2026 Nueces County Projected figures**

**Beach Rescue/Beach Lifeguards**

**Summer: May 25<sup>th</sup>-September 7<sup>th</sup>, 2026**

Guards	\$18.00 for 840 hours x2 =	\$30,240
Benefits		\$2,268
Senior Lifeguard	\$20.00 for 840 hours x 2=	\$33,600
Benefits		\$2520
Supplies		\$2,000

**Total** **\$70,628**