



3. As payment for these services, County will provide an amount not to exceed \$68,463.86 for personnel costs and \$7,208.64 for operational costs as detailed in Exhibit A on a reimbursement basis for CCPD activities, payable monthly upon 30 days from receipt of invoice. CCPD shall prepare and submit to County, no more frequently than monthly, an invoice and a progress report and description of the work accomplished during the billing period. The invoice and progress report shall contain sufficient detail such that the billing can be reviewed for compliance. The County reserves the right to withhold payment pending verification of satisfactory work.
4. CCPD will cause this funding to be segregated from other funds used for activities of CCPD unrelated to the purposes of this agreement.
5. Notwithstanding the date this Agreement was executed, this Agreement is to be effective as of October 1, 2021 and shall continue in force and effect until September 30, 2022.
6. The Parties agree that persons performing services under this agreement are the employees of the City and CCPD and that the City and CCPD shall retain all liability for workers compensation and other liabilities that may arise from such employment.
7. 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 Street, Room 303  
Corpus Christi, TX 78401  
Phone: (361) 888-0444  
Fax: (361) 888-0445  
E-mail: [Barbara.canales@nuecesco.com](mailto:Barbara.canales@nuecesco.com)

Copy

Dale Atchley, County Auditor  
Grant Financial Officer/CPA  
901 Leopard Street, Room 304  
Corpus Christi, Texas 78401  
Phone (361) 888-0556  
Fax (361) 888-0584  
E-Mail: [dale.atchley@nuecesco.com](mailto:dale.atchley@nuecesco.com)

**CITY OF CORPUS CHRISTI  
POLICE DEPARTMENT**

Corpus Christi Police Department  
321 John Sartain Street  
Corpus Christi, Texas 78401

Attn: \_\_\_\_\_

Phone (361) \_\_\_\_\_

E-mail: \_\_\_\_\_

8. Liability

County and City and CCPD agree that in no event shall County be liable for any contracts made by City or CCPD with any person, firm, corporation, association or governmental body.

9. Current Revenues

Each party paying for the performance of governmental services pursuant to this Agreement must make those payments from current revenues available to the paying party.

10. Annual Appropriations

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

11. 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.

12. Amendment

This Agreement may be amended only by written agreement approved by each respective governing body.

13. Independent Contractor

This Agreement will not be construed as creating an employer/employee relationship between County and City or CCPD.

14. Immunities

Nothing herein shall be construed as a waiver by either party of any immunities that either party may be entitled to under the law.

15. Venue

Venue for resolution by a court of competent jurisdiction of any dispute arising under the terms of this Agreement, or for enforcement of the provisions of this Agreement, is specifically set by agreement of the parties in Nueces County, Texas.

16. Entirety Clause

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

SIGNED on the date written below, but effective as of October 1, 2021 (“Effective Date”).

NUECES COUNTY

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

Attest:

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

CITY OF CORPUS CHRISTI

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

Attest:

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

CORPUS CHRISTI POLICE DEPARTMENT

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

Attest:

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