INTERLOCAL AGREEMENT BETWEEN NUECES COUNTY AND THE CITY OF CORPUS CHRISTI

THE STATE OF TEXAS	§ §	KNOWN ALL BY THERE PRESENTS
	§	
COUNTY OF NUECES	§	

Pursuant to the Interlocal Cooperation Act, Chapter 791, Texas Government Code, this interlocal agreement ("Agreement") is entered into on the Effective Date defined herein below, by and between Nueces County, a political subdivision of the State of Texas, ("County"), and the City of Corpus Christi a Texas home-rule municipal corporation ("City") acting through the Corpus Christi Police Department ("CCPD").

WHEREAS, since 2012, County has partnered with the Costal Bend Wellness Foundation) ("CBWF") on the Red Cord Initiative ("Red Cord"), which is a community-based, pre-arrest and pre-trial diversion program dedicated to providing practical, emotional, and social support for individuals experiencing commercial exploitation. Red Cord addresses the myriad of behavioral, environmental, and psychological problems they have faced throughout their lifetime which have contributed to the choices, circumstances, and coercion that led to their involvement in prostitution; and

WHEREAS, City has also partnered with Red Cord by providing targeted CCPD law enforcement operations in an effort to curb and eliminate commercial sexual exploitation; and

WHEREAS, County received funding from the Office of Governor, Public Safety Office, Criminal Justice Division for innovative projects that prevent, investigate, and/or prosecute the commercial sexual exploitation of people ("CSEP"); and

WHEREAS, County wishes to utilize CSEP fund for targeted CCPD law enforcement operations in order to meet the goals outlined in the grant application.

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

- 1. CCPD shall provide two (2) hotel operations and four (4) massage parlor operations utilizing its staff. The staffing levels are detailed in Exhibit A.
- 2. CCPD shall purchase undercover/surveillance cameras/recording equipment and utilize funds for hotel room(s) and massage appointments necessary to conduct its operations. These activities are detailed in Exhibit A.

- 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

Phone: (361) 888-0444 Fax: (361) 888-0445

E-mail: 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

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.

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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:		
Ву:		
CITY OF CORPUS CHRISTI		
By:	Date:	
Attest:		
By:		
CORPUS CHRISTI POLICE DEPAR	TMENT	
Ву:	Date:	
Attest:		
By:		