

**INTERLOCAL AGREEMENT  
BETWEEN CITY OF CORPUS CHRISTI AND NUECES COUNTY  
FOR BEACH CLEANING SERVICES**

This Agreement is made and entered by and between the County of Nueces, hereinafter referred to as "County", and the City of Corpus Christi, a Texas home-rule municipal corporation hereinafter referred to as "City", under the authority and in accordance with the Interlocal Cooperation Act, as set out in Chapter 791, Texas Government Code

WITNESSETH:

**WHEREAS**, Texas Government Code, Chapter 791, authorizes local governments of the state to enter into contracts for governmental functions and services to increase their efficiency and effectiveness; and

**WHEREAS**, the County and the City are local governments as defined in Texas Government Code, Section 791.003(4), have the authority to enter into this agreement, and have each entered into this agreement by the action of its governing body in the appropriate manner prescribed by law;

**NOW THEREFORE**, this contract is made and entered into by County and City in consideration of the aforementioned recitals and for the mutual consideration stated herein ("The Agreement"):

1. **PURPOSE OF AGREEMENT**

The purpose of the Agreement is to provide for the City to provide beach cleaning services along approximately .82 miles of County beach along Newport Pass area from State Park boundary to Beach marker 203. The County in return will provide beach cleaning services along approximately 1.5 miles of City beaches from Access road 6 to beach marker 252.

2. **DUTIES OF THE CITY**

The City agrees to perform beach cleaning services described herein along the approximately .82 miles of Nueces County beach at Newport Pass area between Beach Marker 203 to State park boundary, which areas are further described on the attached **Exhibit A**.

In particular, within the County beach areas shown on Exhibits A, the City through its beach operations staff and use of City beach operations equipment will provide following beach cleaning services:

- A. Grading of beach roads as needed to maintain road system and beach elevations;
- B. Daily pick up of trash along the beach;

C. Locating large 96-gallon trash containers inside corral area located within the County beach area and emptying on a regular as-needed basis.

### 3. **DUTIES OF THE COUNTY**

The County agrees to perform beach cleaning services described herein along the approximately 1.5 miles of City beaches from Access road 6 to beach marker 252. which areas are further described on the attached **Exhibit B**.

In particular, within the City beach areas shown on Exhibits B, the County through its beach operations staff and use of County beach operations equipment will provide following beach cleaning services:

- A. Grading of beach roads as needed to maintain road system and beach elevations;
- B. Daily pick up of trash along the beach;
- C. Locating trash containers within the City beach area and emptying on a regular as-needed basis.

### 4. **COSTS TO PROVIDE SERVICES**

Each party agrees that the services they are receiving from the other party under this Agreement are fair exchange for the services they are providing to the other party, and therefore no additional payments are required.

### 5. **TERM AND TERMINATION**

This Interlocal Agreement shall have a one-year term beginning April 1, 2020. The agreement shall automatically renew for successive one-year terms for up to nine additional years. This agreement may be terminated by either party upon advance written notice to the other party at least 90 days prior to the end of the then-current term.

This Interlocal Agreement may also be terminated by either party for failure to cure default as provided herein.

### 6. **NOTICE**

Official notice shall be by written notice and delivery to all of the parties to this Agreement. Delivery shall be fax or deposit in the United States Postal Service, first class, return receipt requested to:

TO THE COUNTY JUDGE:

County Judge  
Nueces County Courthouse  
901 Leopard, Rm 303  
Corpus Christi, Texas 78401

TO THE CITY:

The City of Corpus Christi  
City Manager  
P. O. Box 9277  
Corpus Christi, Texas 78469-9277

7. **NO WAIVER OF GOVERNMENTAL IMMUNITY**

County and City agree that both County and City shall each be responsible for their own negligent acts or omissions in the performance of this Agreement, without waiving any sovereign governmental immunity available to either County or City under Texas law and without waiving any available defenses under Texas law. Nothing in this paragraph shall be construed to create or grant any rights, contractual or otherwise, in or to any third persons or entities.

8. **FISCAL FUNDING**

Notwithstanding anything to the contrary herein, this Agreement is expressly contingent upon the availability of County funding for each item and obligation contained herein. City shall have no right of action against the County as regards this Agreement, specifically including any funding by County of this Agreement in the event that the County is unable to fulfill its obligations under this Agreement as a result of the lack of sufficient funding for any item or obligation from any source utilized to fund this Agreement or failure of any funding party to budget or authorize funding for this during the current or future fiscal years. In the event of insufficient funding, or if funds become unavailable in whole or part, the County at its sole discretion, may provide funds from a separate source or terminate this Agreement. In the event that payments or any expenditures are made, they shall be made from current funds as required by Chapter 791, Texas Government Code.

Notwithstanding anything to the contrary herein, this Agreement is expressly contingent upon the availability of City Funding for each item and obligation contained herein. County shall have no right of action against the City as regards this Agreement, specifically including any funding by City of this Agreement in the event that the City is unable to fulfill its obligations under this Agreement as a result of the lack of sufficient funding for any item or obligation from any source utilized to fund this or failure of any funding party to budget or authorize funding for this Agreement during the current or future fiscal years. In the event of insufficient funding, or if funds become unavailable in whole or part, the City, as its sole discretion, may provide funds from a separate source or terminate this Agreement. In the event that payments or expenditures are made, they shall be made from current funds as required by Chapter 791, Texas Government Code.

9. **ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement between the parties hereto and may not be modified or amended except by an instrument in writing executed by the parties hereto as herein provided.

10. **SEVERABILITY**

If any provision of this Agreement shall be held invalid, void or unenforceable, the remaining provisions hereof shall not be affected or impaired, and such remaining provisions shall remain in full force and effect.

11. **DEFAULT/WAIVER/MITIGATION**

If either party observes the section of the beach owned by them is not being maintained as agreed, a written notice shall be given with the opportunity for the other party to correct the problem. If after 30 days of the receipt of the notice, the beach has not been cleaned and/or maintained as agreed, this agreement may be terminated for default.

It is not a waiver of default if the non-defaulting party fails to declare immediately a default or delays in taking any action. Pursuit of any remedies set forth in this Agreement does not preclude pursuit of other remedies in this Agreement or provided by law.

12. **AMENDMENTS**

This Agreement may be modified or amended by written agreement of the parties. Modifications or amendments which do not change the essential purpose of this Agreement may be agreed to by the City Manager for the City and the County Judge for the County.

13. **APPROVAL**

This agreement is expressly subject to and contingent upon formal approval by Nueces County Commissioners Court and by resolution of the City Council.

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 Zanoni  
City Manager

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

**ATTEST:**

By: \_\_\_\_\_  
Rebecca Huerta, City Secretary

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Lisa Aguilar, Assistant City Attorney  
For the City Attorney

**NUECES COUNTY**

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

Barbara Canales  
County Judge

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

**ATTEST:**

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

Kara Sands  
County Clerk

## EXHIBIT A



**EXHIBIT B**