

**MEMORANDUM OF AGREEMENT BETWEEN
NUECES COUNTY COMMUNITY ACTION AGENCY AND
THE
CITY OF CORPUS CHRISTI**

This Memorandum of Agreement ("Agreement") is entered into by and between the City of Corpus Christi, Texas ("City") and Nueces County Community Action Agency ("NCCAA").

Recitals

Whereas, the U.S. Congress has passed the Coronavirus Aid, Relief, and Economic Security (CARES) Act to assist individuals in need;

Whereas, the Nueces County Community Action Agency will administer some of the CARES and related federally assisted funds to provide financial assistance for utility payments and other emergency assistance;

Whereas, the City desires to participate in the CARES and related utility assistance programs administered by NCCAA which will allow the City to receive utility payments for qualified households and apply payments to accounts of utility customers for qualified NCCAA clients;

Whereas, the City and NCCAA desire to work cooperatively to facilitate the provision of this CARES assistance to eligible City utility customers;

Whereas, the NCCAA will work with its partners, like Workforce and Catholic Charities and related organizations, to exclusively provide client outreach to identify qualified clients. The NCCAA will have final determination related to eligibility of all clients, including grant amounts; and

Whereas it is understood that the NCCAA will work with other municipalities within the jurisdiction of Nueces County in order to also assist their clients seeking similar utility assistance.

NOW, THEREFORE in consideration of the mutual covenants in this Agreement, the City and NCCAA, hereby agree as follows:

1. Purpose. The purpose of this Agreement is to set out the understanding of the parties regarding the CARES utility assistance program to be administered by the NCCAA.

2. Duties of the City.

A. The City will promptly process and apply the payments received from the NCCAA to the respective utility customer account.

B. The City Manager or Assistant City Manager may execute all agreements and documents required by NCCAA for the City's participation in this NCCAA administered CARES utility assistance and related federally-assisted programs.

3. Duties of the NCCAA.

A. The NCCAA will be responsible for the administration of the CARES utility assistance and related federally-assisted programs.

B. The NCCAA will establish the income eligibility requirements and total client grant amounts for the CARES utility assistance and related programs in compliance with applicable laws and regulations.

C. The NCCAA will issue utility payments to the City, at a minimum, on a monthly basis, on behalf of the eligible City utility customers.

4. Term of Agreement. This Agreement takes effect once approved by all Parties. This Agreement shall be for a term of one year, and shall be automatically renewed annually or until funds are entirely obligated or expended. Any party may terminate participation in this Agreement by giving at least two (2) weeks written notice to the other party

5. Entire Agreement. This Agreement, including Attachments, represents the entire Agreement between the Parties and supersedes any and all prior agreements between the parties, whether written or oral, relating to the subject of this Agreement.

6. Severability. If any provision of this Agreement is held invalid for any reason, the invalidity does not affect other provisions of the Agreement, which can be given effect without the invalid provision. To this end the remaining provisions of this Agreement are severable and continue in full force and effect.

7. Immunity not Waived. Nothing in this Agreement is intended, nor may it be deemed, to waive any governmental, official, or other immunity or defense of any of the Parties or their officers, employees, representatives, and agents as a result of the execution of this Agreement and the performance of the covenants contained in this Agreement.

8. Civil Liability to Third Parties. Each Party will be responsible for any civil liability for its own actions under this Agreement, and will determine what level, if any, of insurance or self-insurance it should maintain for such situations.

9. Amendments to Agreement.

A. This Agreement may be amended by written Agreement approved by the executive director for each party.

B. No officer or employee of any of the Parties may waive or otherwise modify the limitations in this Agreement, without the express action of the governing body of the Party.

10. Captions. Captions to provisions of this Agreement are for convenience and shall not be considered in the interpretation of the provisions.

11. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Texas, including laws and regulations by Texas Department of Housing and Community Affairs and related federal funding sources. Venue for an action arising under this Agreement shall be in accordance with the Texas Rules of Civil Procedure.

NUECES COUNTY COMMUNITY ACTION AGENCY

By: 

Alma A. Barrera, Chief Executive Officer

6/4/2020

Date

CITY OF CORPUS CHRISTI, TEXAS

By: _____

Peter Zanoni, City Manager

Date