

RESOLUTION NO. 2016-R44

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORT ARANSAS, TEXAS AUTHORIZING ENTERING INTO AN INTERLOCAL AGREEMENT WITH NUECES COUNTY FOR GARBAGE COLLECTION AND DISPOSAL SERVICES ON THE NUECES COUNTY I.B. MAGEE BEACH PARK PUBLIC BEACH OF MUSTANG ISLAND; SETTING TERM OF ONE (1) YEAR BEGINNING OCTOBER 1, 2016 WITH AUTOMATIC ONE YEAR RENEWAL AND PAYMENT OF \$5,833.33 PER MONTH; APPROVING SCOPE OF SERVICES, AND AUTHORIZING THE CITY MANAGER TO SIGN SAID CONTRACT AGREEMENT.

WHEREAS, the City of Port Aransas, Texas and Nueces County, Texas wish to work together for the collection and disposal of garbage on Mustang Island; and

WHEREAS, an agreement may be made under the authority of Chapter 791 Texas Government Code to allow each governing body, in performing governmental functions or in paying for the performance of governmental functions hereunder, make that performance or those payments from current revenues legally available to that party; and

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

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PORT ARANSAS, TEXAS:

Section 1. That the Port Aransas City Council authorizes entering into an Interlocal Agreement with Nueces County for Garbage Collection and Disposal Services on the Nueces County I.B. Magee Beach Park Public Beach of Mustang Island and attached hereto as Attachment 1.

Section 2. This Agreement shall remain in effect from the effective date of the Agreement unless terminated by written notice to the other party at least thirty (30) days prior to termination.

Section 3: It is hereby officially found and determined that the meeting at which this resolution is passed is open to the public as required by law, and that public notice of the time, place and purpose of said meeting was given as required.

PASSED and APPROVED by the Port Aransas City Council, County of Nueces, State of Texas, on this 15th day of SEPTEMBER, 2016.

CITY OF PORT ARANSAS, TEXAS

Charles R. Bujan

Charles R. Bujan, Mayor



ATTEST:

Irma G. Parker

Irma G. Parker, City Secretary

**GARBAGE COLLECTION COUNTY BEACH
INTERLOCAL AGREEMENT**

THE STATE OF TEXAS §

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF NUECES §

IN CONSIDERATION OF THE MUTUAL COVENANTS HEREIN MADE THE PARTIES AGREE AS FOLLOWS:

Section 1. Parties. This agreement is made and entered into by and between the City of Port Aransas, Texas, hereinafter referred to as "City", and Nueces County, Texas, hereinafter referred to as "County".

Section 2. Authority. This Agreement is made under the authority of Chapter 791 Texas Government Code.

Section 3. Current Revenues. Each governing body, in performing governmental functions or in paying for the performance of governmental functions hereunder, shall make that performance or those payments from current revenues legally available to that party.

Section 4. Findings. Each governing body finds that the performance of this Agreement is in the best interests of both parties, that the undertaking will benefit the public, and that the division of responsibilities and costs fairly compensates the performing party for the services or functions under this agreement.

Section 5. Service to be Provided.

- (a) The City agrees to provide the following garbage collection and disposal services on the Nueces County I.B. Magee Beach Park (the "Park") public beach of Mustang Island, which is located inside the city limits of the City, is approximately .8 miles in length, and extends from the South Jetty to a point approximately Two Hundred (200') feet south of Lantana Drive as well as within the Park.
- (b) The City will provide and maintain thirty-three (33) three hundred (300) gallon plastic garbage can containers or "Toters" designed for pick up and servicing by its auto-grab-dump one-man operation truck.
 - i. The Toters must be placed at locations approved by County and City within the Park.
 - ii. The County will install and maintain wooden bollards at County expense designed and positioned at locations approved by City and County so as to protect the Toters and allow access to the Toters by the City truck.

- iii. The City will collect and dispose of the trash located within the Toters.
- iv. The City will collect and dispose of the trash located in each Toter:
 - 1. four (4) times per week during the high season, which commences May 1 and ends September 30, of each calendar year and during the one week of Spring Break each calendar year, and
 - 2. two (2) times per week during the low season, which commences October 1 and ends April 30, excluding the one week of Spring Break, each calendar year.
- v. The City shall upon request made by the County provide additional servicing of the Toters within a reasonable time after the request is made and shall be compensated at the rate of Fifteen (\$15.00) Dollars per Toter per service incident.
- vi. Provision and maintenance of Toters will be done in compliance with all applicable laws, applicable permits, and standards established under 31 TAC Chapter 25 Beach Cleaning and Maintenance Assistance Program, as well as the Nueces County Beach Management Plan.

Section 6. Payment. The County will pay the City FIVE THOUSAND EIGHT HUNDRED THIRTY-THREE DOLLARS AND .33/100 (\$5,833.33) per month. The City will invoice the County for its services rendered during each calendar month. Each invoice will be mailed to the County at the beginning of the calendar month immediately following the end of each calendar month in which services are rendered. Each invoice is due and payable on or before the end of the calendar month in which it is mailed to the County. County retains the right to review and audit all documentation related to performance under this contract. City agrees to cooperate with County as necessary for purposes of providing information for any granting source or state reimbursement program.

Section 7. Term. The original term shall commence on the first (1st) day of the calendar month immediately following the effective date of this Agreement. The initial term of this Agreement shall be for one year. This Agreement shall automatically renew for subsequent one year terms. Either party may terminate this Agreement on thirty (30) days written notice to the other party. Upon termination the County shall be responsible for that portion of the consideration that has accrued to the benefit of the City at the time the Agreement is terminated.

Section 8. City Control. All services provided under this agreement by the City shall be under the sole direction and supervision of the City.

Section 9. Notice. Notices shall be delivered and payments made to the following address as applicable:

NUECES COUNTY
 901 Leopard Street, Room 303
 Corpus Christi, TX 78401
 Attn: Nueces County Judge

CITY OF PORT ARANSAS
 710 W. Avenue A
 Port Aransas, TX 78373-4128
 Attn: City Manager

Section 10. Indemnification. To the extent authorized by law, the City does hereby assume all liability as a result of the performance of services under this Agreement and the County shall have no liability whatsoever. The City further agrees to indemnify the County to the extent allowed by law from any resulting third-party claims or litigation arising from the Agreement. Nothing herein shall be construed as a waiver of the County's governmental and sovereign immunity, Title 5 of the Texas Civil Practice and Remedies Code, and all applicable federal and state law.

Section 11. Miscellaneous.

- (a) This Agreement expresses the entire agreement between the parties.
- (b) 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.

The Effective Date of this Agreement is the _____ day of _____, 2016.