

INTERLOCAL COOPERATION AGREEMENT FOR NUECES COUNTY BEACH LIFEGUARD SERVICES

THE STATE OF TEXAS

KNOWN ALL MEN BY THESE PRESENTS:

COUNTY OF NUECES

This agreement is made and entered into as of the date of last signature by and between the City of Corpus Christi, Texas, hereinafter referred to as "City", and Nueces County, Texas, hereinafter referred to as "County",

Witnesseth:

WHEREAS, Chapter 791 of the Texas Government Code as amended authorizes contracts between local governments to perform governmental functions;

WHEREAS, the County in paying for the performance of governmental functions hereunder shall make those payments from current revenues; and

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

WHEREAS, the County believes it to be in its best interest to utilize trained personnel provided by the City and allocate funds for this purpose.

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

ARTICLE I.

Purpose

1.01 The purpose of this agreement is for the City to provide Gulf Beach Lifeguard services to the County-controlled Gulf of Mexico beaches as further described herein. For purposes of this Agreement, the term "Gulf Beach Lifeguard" means a City employee employed as a Gulf Beach Lifeguard who meets all City requirements for such position. "Lifeguard services" refers to the same services provided by the lifeguards on the City- managed Gulf of Mexico beaches.

ARTICLE II.

TERM

2.0 The term of this Agreement covers Spring Break 2020 from March 7 through March 22, 2020.

2.1 The term of this Agreement resumes in Summer 2020 from May 22, 2020 through September 7, 2020.

2.2 This Agreement may be terminated by either party upon 30 days written notice.

ARTICLE III.
CITY RESPONSIBILITIES

3.0 During Spring Break 2020 (March 13-March 22), the City shall provide two Gulf Beach Lifeguards to patrol the County beach via mobile unit for purposes of providing lifeguard services between Access Road 5 and Access Road 6.

3.1 During Summer 2020 (May 22 through September 7, 2020) the City shall provide three (3) City of Corpus Christi Gulf Beach Lifeguards and one back-up lifeguard to provide lifeguard services at the public beach within Nueces County Padre Balli Park from 3 lifeguard stands dispersed between Access Road 5 and Access Road 6 .

3.2 The City shall provide the County a summary of the hours worked by each Gulf Beach Lifeguard and supervisor under this Agreement at the end of each City two-week payroll schedule.

3.3 The City Director of Parks and Recreation or designee shall coordinate with the County Director of Beach Operations to define hours of operation.

3.4 All services provided by the City Gulf Beach Lifeguards under this agreement shall be under the sole direction and supervision of the City Director of Parks and Recreation or designee.

3.5 If properly trained staff is not reasonably available to the City, from time to time, the City Director of Parks and Recreation shall provide the Nueces County Director of Coastal Parks adequate advance notice to this effect to the extent possible.

3.6 The City shall send the County a monthly itemized invoice for services provided in accordance with this Agreement. The invoice shall be submitted to the attention of the Nueces County Director of Coastal Parks.

3.7 The City shall provide equipment and materials necessary to provide the lifeguard services described herein. All property and materials used in the Padre Balli Park for the lifeguard staff (rescue boards, and other associated items) shall be provided by the City under this agreement and shall remain the property of the City.

3.8 The City shall install, repair and maintain the lifeguard stands provided by the City for use by the Gulf Beach Lifeguards as described herein.

3.9 The City Gulf Beach Lifeguards will coordinate with the County staff regarding placement of the beach condition warning flags within Nueces County Padre Balli Park.

IV.

COUNTY RESPONSIBILITIES

4.0 The County shall promptly notify the City Director of Parks and Recreation and the Gulf Beach Lifeguards of any known hazards or hazardous conditions in the Nueces County beaches described herein.

4.1 Upon receipt of City invoice for services provided under this Agreement, the County will issue payment to the City within 30 days of receipt.

4.2 The County employees will coordinate with the City Gulf Beach Lifeguards regarding placement of the beach condition warning flags at Padre Balli Park.

ARTICLE V.
COSTS OF SERVICE

5.0 The cost of services to be paid to the City by the County for the Gulf Beach Lifeguard services provided during Spring Break 2020 is flat fee of \$2500.00.

5.1 The cost of services to be paid by the County to the City during Summer 2020 under this Agreement are the amount to reimburse the City 100% of all of the City's costs to pay and provide City benefits to the Gulf Beach Lifeguards. An estimate is provided on Exhibit A. The current hourly rates are identified on Exhibit B.

5.2 The costs for services to be paid by the County to the City during Summer 2020 under this Agreement will include the amount to reimburse the City 100% of all of the City's costs to purchase and provide equipment and supplies necessary to provide services under this Agreement.

VI.

MISCELLANEOUS PROVISIONS

6.0 Audit. County reserves the right to audit any of the City's records related to this Agreement. City will permit County (and its agents) to inspect any and all pertinent records, file, information, and other written materials pertaining to this Agreement. Records shall be available upon County's request.

6.1 Immunity. Neither party waives immunities or defenses available to such party under Texas law. Nothing in this agreement shall be construed to create or grant any rights, contractual or otherwise, in or to any third persons or entities.

6.2 City Employees. The Parties agree that the Gulf Beach Lifeguards described herein while under the sole direction of the City Director of Parks and Recreation are employees of the City.. This paragraph shall survive termination of this agreement.

6.3 Notice. Notice shall be delivered to the address of record for the party notified:

NUECES COUNTY:

Nueces County Judge

901 Leopard, Room 303

Corpus Christi, Texas 78401

CITY OF CORPUS CHRISTI:

City Manager

1201 Leopard Street

Corpus Christi, Texas 78401

6.4 Annual Appropriations. The parties mutually agree and understand that funding under this agreement is subject to annual appropriations by the County and that each fiscal year's funding must be included in the budget for that year and is not effective until approved by the County Commissioners Court.

6.5 Current Revenues. The County in paying for the performance of governmental functions hereunder, shall make those payments from current revenues.

6.6 Fair Compensation. Each governing body finds that performance of this Agreement is in the best interests of both parties, that the undertaking will benefit the public, and that the contractual payment fairly compensates the performing party for the services or functions under this Agreement.

6.7 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.

This Agreement expresses the entire agreement between the parties. 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. This Agreement supersedes any previous agreements entered into between the County and City for the services described herein. 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

Date: _____

By: _____
Barbara Canales
County Judge

EXHIBIT "A"

Costs

2020 Nueces County Projected figures

Surf Rescue/Beach Lifeguards

Spring Break : March 13th – March 22nd 2020**

Lifeguards \$ 2,500 flat fee

Summer : May 22nd – September 7th 2020**

NC Guards \$28,000

Supplies \$1,600

Equipment \$8,600

Total \$40,700 (estimate)

EXHIBIT B

UNIT COST

Per hour of services provided by Gulf Beach Lifeguard	\$ 33.00
Per hour of services provided by Supervisor of Gulf Beach Lifeguard	\$ 20