

**Interlocal Agreement**  
**For**  
**Monitoring Coastal Boundary along Nueces County Beaches (Nueces County and Texas A&M University-Corpus Christi, Conrad Blucher Institute)**

THE STATE OF TEXAS                    §  
  §        KNOW ALL BY THESE PRESENTS:  
COUNTY OF NUECES                   §

This interlocal agreement (“**Agreement**”) is entered into between Nueces County (“**County**”), and Texas A&M University-Corpus Christi, Conrad Blucher Institute (hereinafter the “**Contractor**”), pursuant to the Interlocal Cooperation Act, Chapter 791, Texas Government Code.

**WHEREAS**, on July 25, Hurricane Hanna made landfall in Nueces County impacting the barrier islands of North Padre Island and Mustang Island resulting in damage to the natural coastal resources including the beach, dunes, and public infrastructure;

**WHEREAS**, the County desires to have a post-storm assessment to document damage to the beach and dune complex and establish baseline data set for used during future surveys; and

**WHEREAS**, Contractor has expert faculty, professional staff, who are trained and experienced to be able to accomplish this project.

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

**Section 1. Obligations by Contractor**

1. **Description of Services:** The Contractor agrees to complete tasks and deliverables as set out in Exhibit A, herein attached and incorporated in its entirety.

The County will issue work authorizations to authorize the Contractor to perform one or more tasks. The work authorization will not waive the County’s or Contractor’s responsibilities and obligations established in this contract. The contractor’s work authorization will be issued by the County Judge.

Upon satisfactory completion of the work authorization, the Contractor shall submit to the County for review and acceptance the deliverables as specified in the executed work authorization.

Work included in a work authorization shall not begin until the County and the Contractor have signed the work authorization. All work must be completed on or before the completion date specified in the work authorization. The Contractor

shall promptly notify the County of any event which will affect completion of the work authorization.

2. As payment for these services, the County will provide up to \$462,282.00 for Contractor's activities as set out in this Agreement and as set out in Exhibit B herein attached and incorporated in its entirety. Contractor shall prepare and submit to the County an invoice per task completed as set out on Exhibit B. Deliverables will be provided prior to or concurrently with invoice. **The County reserves the right to withhold payment pending verification of satisfactory work.**
3. Contractor will cause this funding to be segregated from other funds used for activities of Contractor unrelated to the purposes of this agreement.
4. This Agreement maybe be subject to the Federal Funding Accountability and Transparency Act reporting requirements or other granting source requirements. Contractor agrees to fully cooperate in any audit or investigation, including providing all records requested.
5. This agreement shall continue in force and effect until November 30, 2021.
6. 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, Texas 78401  
Phone: (361) 888-0444  
Fax: (361) 888-0445

**TEXAS A&M UNIVERSITY-  
CORPUS CHRISTI:**

Texas A&M University-Corpus Christi  
6300 Ocean Drive, Unit 5844  
Corpus Christi, Texas 78412-5844  
Attention: Mayra Hough  
Phone: 361 825-3882

7. Liability

The County and Contractor agree that in no event shall the County be liable for any contracts made by Contractor with any person, firm, corporation, association or governmental body.

8. 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.

9. Annual Appropriations

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

10. 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.

11. Amendment

This Agreement may be amended only by written agreement approved by each respective governing body.

12. Independent Contractor

This Agreement will not be construed as creating an employer/employee relationship between Contractor and County.

13. Venue

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.

14. 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.

**[SIGNATURE PAGE FOLLOWS]**

**EFFECTIVE** on the \_\_\_\_ day of September 2020.

**NUECES COUNTY**

By: \_\_\_\_\_  
Barbara Canales, County Judge

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

Attest:

By: \_\_\_\_\_  
Kara Sands, County Clerk

**TEXAS A & M UNIVERSITY-CORPUS CHRISTI**

By: \_\_\_\_\_  
Ahmed Mahdy, Vice President for  
Research & Innovation

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