

Interlocal Agreement
For
Coastal Bend Hurricane Conference Services
(Nueces County and the Coastal Bend Council of Governments)

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

This interlocal agreement (“**Agreement**”) is entered into between Nueces County (“**County**”), and the Coastal Bend Council of Governments, a political subdivision of the State, (hereinafter the “**Contractor**”), pursuant to the Interlocal Cooperation Act, Chapter 791, Texas Government Code.

WHEREAS, Nueces County acknowledges the need as a community to be prepared to respond in case of a hurricane in the Coastal Bend;

WHEREAS, in 2011, in cooperation with others, Nueces County established the Coastal Bend Hurricane Conference (herein “**Conference**”) and coordinated and oversaw payment for expenses directly related to the Conference;

WHEREAS, the Conference has grown to include over 600 attendees greatly burdening the County’s small Emergency Management staff;

WHEREAS, Contractor is equipped and staffed to assume cash management related to conference revenue and disbursement for the Conference;

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

Section 1. Obligations by Contractor

1. Description of Services.
 - a. Contractor will coordinate and purchase needed supplies for the 2015 Conference.
 - b. Contractor will coordinate for and pay for the facility rental for the 2015 Conference to be held at the Richard Borchard Fairgrounds.
 - c. Contractor will coordinate and pay for food provided to attendees while attending the 2015 Conference.
 - d. Contractor will pay for other expense directly related to the 2015 Conference as approved by Nueces County.

- e. Contractor will pay Conference expenses within its normal account payable cycle.
- 2. As payment for these services to be rendered in the County's fiscal year 2014-2015, the County will provide a maximum of \$16,619.87 for Contractor's activities as set out in this Agreement payable upon receipt of invoice. It is anticipated the expenses for the 2015 Conference will exceed the amount to be contributed by Nueces County under this Agreement. However, Nueces County shall only be responsible for payment of expenses for the maximum amount as set out herein.
- 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 shall continue in force and effect until September 30, 2015.

5. **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, Rm. 303
 Corpus Christi, Texas 78401

CONTRACTOR: Coastal Bend Council of Governments
 PO BOX 9909
 Corpus Christi TX 78469-9909

6. **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.

7. **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.

8. **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.

9. 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.

10. Amendment

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

11. Independent Contractor

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

12. 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.

13. 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.

EXECUTED on the dates indicated below binding the respective parties as of the last date of execution below.

NUECES COUNTY

By: _____
Samuel Loyd Neal, Jr., County Judge

Date: _____

Attest:

By: _____
Kara Sands, County Clerk

COASTAL BEND COUNCIL OF GOVERNMENTS

By: _____

Date: _____

John Buckner, Executive Director

Attest:

By: _____
