

**INTERLOCAL AGREEMENT BETWEEN  
THE CITY OF CORPUS CHRISTI AND  
TEXAS A&M UNIVERSITY-KINGSVILLE  
REGARDING O. N. STEVENS WATER TREATMENT PLANT**

**THIS INTERLOCAL AGREEMENT**, hereinafter referred to as "the Agreement", is made by and between the City of Corpus Christi (hereinafter referred to by name or as "the City"), a home rule city, and Texas A&M University-Kingsville (hereinafter referred to by name or as "TAMU-K"), pursuant to Chapter 791 of the Texas Government Code.

**ARTICLE 1. - CONTRACT TERM.**

This Agreement is for a term of six months. The effective date of this Agreement is defined as the latest date of signature on this Agreement by the City and TAMU-K. Upon written agreement of the City Manager and authorized representative of TAMU-K, this Agreement shall be renewed for additional six-month. At least sixty days prior to the end of each term, the parties agree to meet to review the services provided and received under this Agreement, and request as necessary any amendments to accomplish each party's respective goals.

**ARTICLE 2. – PURPOSE.**

The purpose of this Agreement is to allow supervised students from the TAMU-K environmental engineering program to evaluate existing City processes at the O. N. Stevens Water Treatment Plant for sludge extraction process and also provide options for sludge handling and disposal. The students will be doing a mixture of field and office work. They will be taking photos, and possibly conduct surveying type activities. If any type of physical/chemical sampling is required, City staff will perform the work as students observe.

**ARTICLE 3. AUTHORIZED REPRESENTATIVES.**

Each party to this Agreement shall designate one or more employees ("Authorized Representatives") who shall be the point of contact for this Agreement.

**ARTICLE 4. – COSTS.**

Each party shall be responsible for its respective costs to accomplish the purpose of this Agreement. City has no responsibility for payment of any funds under this Agreement.

**ARTICLE 5 – INSURANCE.**

Prior to beginning performance under this agreement, TAMU-K shall provide the insurance required in Exhibit A.

**ARTICLE 6. - ADDITIONAL REQUIREMENTS AND RESTRICTIONS.**

The City reserves the right to require criminal background investigations for the TAMU-K

students and representatives prior to providing access to City facilities. TAMU-K shall present a completed waiver, which is attached as Exhibit, for each student participant under this Agreement. TAMU-K students, supervising professor, and representatives shall participate in City safety training programs and comply with all applicable City safety policies.

**ARTICLE 7. NON-DISCLOSURE OF CITY RECORDS.** Neither TAMU-K, its employees, nor any of the TAMU-K students participating under this Agreement shall release or disclose to the public, or any third party, any records or information of the City provided under this Agreement

**ARTICLE 8. – ANTICIPATED DELIVERABLES.**

TAMU-K students shall complete and deliver their recommendations to the City Director of Water Operations in the form of a written report at the end of the Fall 2012 semester.

**ARTICLE 9 – TERMINATION.**

This Agreement may be terminated by any of the following occurrences:

- A. By mutual agreement and consent in writing by both parties;
- B. By either party upon thirty (30) days written notice to the other party;
- C. By either party upon the failure of the other party to fulfill its obligations as set forth in this Agreement.

**ARTICLE 10. – AMENDMENTS.**

Any and all changes to this Agreement may be enacted by written amendment or addendum properly executed by the appropriate representative of each party.

**ARTICLE 11. –ASSIGNMENT.**

Neither party shall assign, sublet or transfer its interests in this Agreement without the prior written consent of the other party.

**ARTICLE 12. – NOTICES.**

All notices from either party to the other required under this Agreement shall be personally delivered or mailed to such party at the following address:

For the City:      City of Corpus Christi  
                         Attn: Director of Water Operations  
                         P. O. Box 9277  
                         Corpus Christi, Texas 78469-9277

For TAMU-K: Texas A&M University at Kingsville  
Attn: Dr. Shane Creel  
Director of Risk Management  
133 Lewis Hall  
Kingsville, Texas 78363

**ARTICLE 13. - DUPLICATE ORIGINALS.**

The parties to this Agreement have signed duplicate original counterparts.

**ARTICLE 14. - APPROPRIATION OF FUNDS.**

The City and TAMU-K agree that the performance of each is subject to the ability of the parties to provide or pay for the services required under this Agreement. The City and TAMU-K acknowledge that this Agreement between them is entered into in accordance with the Interlocal Cooperation Act, Chapter 791, Texas Government Code. In accordance with said Act, the parties hereto acknowledge that any payments made pursuant to the terms of this Agreement shall be made from current revenues available to the paying party, and any future payments are subject to appropriations.

**WHEREAS**, the City of Corpus Christi and Texas A&M University-Kingsville agree to the terms as set forth above, this Agreement shall be effective upon full execution of the Agreement by the proper authorities of each entity, after approval by the governing bodies of such entities.

**AGREED TO BY:**

**CITY OF CORPUS CHRISTI**

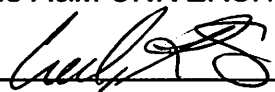
By: \_\_\_\_\_  
Ronald L. Olson, City Manager

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

Attest:

By: \_\_\_\_\_  
Armando Chapa, City Secretary

**TEXAS A&M UNIVERSITY – KINGSVILLE**

By:  \_\_\_\_\_

Date: 9/12/12

Name: Dr. Shane Creel  
Title: Director, Risk Management

EXHIBIT A

**INSURANCE REQUIREMENTS**

**I. TAMU-K'S LIABILITY INSURANCE**

- A. TAMU-K Environmental Engineering students shall not be allowed to evaluate existing City processes at the O. N. Stevens Water Treatment Plant sludge extraction process and also provide options for sludge handling and disposal under this agreement until all insurance required herein has been obtained and approved by the City's Risk Manager or designee.
- B. TAMU-K shall furnish to the Risk Manager or designee two (2) copies of Certificates of Insurance, with applicable policy endorsements showing the following minimum coverage by an insurance company(s), or an official letter of Self-Insurance indicating governmental immunity and limited liability protection through the Texas Tort Claims Act.

TYPE OF INSURANCE	MINIMUM INSURANCE COVERAGE
30-Day Notice of Cancellation required on all certificates or policy endorsement(s), if policies purchased from commercial carrier.	Bodily injury and Property Damage Per Occurrence / aggregate
GENERAL LIABILITY ( Purchased from Commercial Carrier or through Self Insurance).	\$250,000 for each person \$500,000 for each single occurrence for BI or Death. \$100,000 for each single occurrence for injury or destruction of property.
AUTOMOBILE LIABILITY ( Purchased from Commercial Carrier or through Self Insurance).  1. Hired & Non-owned	\$100,000 Combined Single Limit
WORKERS' COMPENSATION ( Purchased from Commercial Carrier or through Self Insurance).	WHICH COMPLIES WITH THE TEXAS WORKERS' COMPENSATION ACT .

- C. In the event of accidents of any kind related to this project, TAMU-K shall furnish the Risk Manager with copies of all reports of such accidents within ten (10) days of the accident.

EXHIBIT B  
REQUEST AND WAIVER OF LIABILITY FORM TO BE EXECUTED BY TAMU-K  
ENGINEERING STUDENT

In signing this form, I \_\_\_\_\_, understand and agree to the following:

I am requesting permission to access facilities at the O. N. Water Treatment Plant for my participation in an engineering project under supervision of Texas A&M University at Kingsville.

I acknowledge that the Interlocal Agreement executed between the City of Corpus Christi and TAMU-K includes requirements for criminal background investigations, and prohibits disclosure of City records. I authorize the City of Corpus Christi to conduct such criminal background investigation and I consent for individuals and organizations to provide accurate and complete responses to the City of Corpus Christi background investigation.

I understand that unauthorized access to City property and unauthorized disclosure of City records and data are strictly prohibited. I acknowledge that unauthorized access to City property or unauthorized disclosure of City records may subject me to civil and criminal penalties.

I fully understand that I am not an employee of the City of Corpus Christi. I agree to abide by policies of the City (including but not limited to safety policies) and all applicable statutes and ordinances. I agree to wear safety equipment as directed by City staff and City safety training coordinator.

I know and realize that my participation in the engineering project may involve exposure to certain risks. I may also be around in fact make use of certain equipment. If any activity presents risks that I do not want to take, it is my responsibility to state that concern and make a decision not to engage in that activity. **I hereby personally accept and assume all risk and responsibility for any harm, injury, or damage that may befall me while I am on City property. I further agree to indemnify and hold harmless the City of Corpus Christi from any lawsuit by me, or my family, heirs, or assigns, arising because of my presence on City owned property or my participation in the engineering project.**

I agree to RELEASE AND FOREVER DISCHARGE the City of Corpus Christi and its elected officers, employees, officials, and agents, from any and all claims, suits, liability, demands or causes of action on account of personal injury, death, or property damage, incurred by me or a third party, that may arise from or in connection of my participation in the engineering project or my presence on City property. In executing this document, I am expressly binding myself, my heirs, executors, administrators, and assigns by the terms of this release for any claim or cause of action of any kind that may arise as a result of my

work, whether caused by a negligent, grossly negligent, or reckless act of the City of Corpus Christi, or its employees, elected officers, officials, agents, or caused by the use of any tangible personal property or equipment.

IN SIGNING THIS RELEASE, I ACKNOWLEDGE AND REPRESENT THAT I have read it, understand it, and sign it voluntarily as my own free act and deed; no oral representations, statements or inducements, have been made; and I execute this Release for full, adequate and complete consideration, fully intending to be bound by the same.

Signed by: \_\_\_\_\_

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

Printed Name: \_\_\_\_\_

Address: \_\_\_\_\_

TDL#: \_\_\_\_\_

Emergency Contact information: \_\_\_\_\_