

THE STATE OF TEXAS §

COUNTY OF NUECES §

**INTERLOCAL AGREEMENT BETWEEN THE
CORPUS CHRISTI DOWNTOWN MANAGEMENT DISTRICT
AND THE CITY OF CORPUS CHRISTI
FOR THE IMPROVEMENT OF LA RETAMA PARK**

This Interlocal Agreement is made between the Corpus Christi Downtown Management District in Corpus Christi, Texas (“CCDMD”), a state-authorized improvement district, and the City of Corpus Christi, Texas, (“City”), a municipal corporation and home-rule city, acting by and through its governing body, the City Council.

WHEREAS, the Corpus Christi City Council (“Council”) adopted an ordinance consisting of eight propositions to submit to voters (“the Bond 2012 Ordinance”), of which proposition four (“Proposition 4”), relating to parks and recreation improvements, was successful; and

WHEREAS, Proposition 4 gave the City the ability to expend bond proceeds for public purposes including designing, constructing, renovating, improving and equipping City parks and recreation facilities; and

WHEREAS, the City will provide \$75,000.00 in bond funds to improve La Retama Park (“Project”) as part of the 2012 Bond Program to reduce the park’s maintenance requirements, enhance its attractiveness and offer amenities for continued use as a public outdoor venue; and

WHEREAS, the CCDMD will provide \$20,000.00 in funds to the Project;

NOW, THEREFORE, BE IT AGREED BY THE CORPUS CHRISTI DOWNTOWN MANAGEMENT DISTRICT AND THE CITY OF CORPUS CHRISTI, TEXAS:

1. La Retama Park – Scope of Project. The renovations and improvements to La Retama Park include resurfacing the park with ADA-compliant material, new landscaping and irrigation systems and addition of a bike rack, drinking fountain and litter stations. Additive alternatives include new lighting and electrical connections and new site furnishings.

2. Project Management. The City will be responsible for the design and construction of the Project. The City agrees to bid the Project. The City will oversee construction and perform inspection services.

3. Funding Commitment. CCDMD will provide \$20,000.00 for the Project. CCDMD will pay City no later than thirty (30) days following the effective date of this Agreement.

4. Change Orders. The City will give final approval of all Change Orders.

5. Final Inspection. The City will notify CCDMD of the date that the project should be complete so that a final inspection can be performed. CCDMD shall participate in the final inspection and acceptance of the Project

6. Term of Agreement. This Agreement shall be for an initial term of one year or until final acceptance of the Project, whichever date occurs first.

7. Payments. Any payment made by either the City or the CCDMD for any of the services provided pursuant to this Agreement shall be made out of current revenues available to such parties as required by the Interlocal Cooperation Act. All funding obligations of the CCDMD and the City under this Agreement are subject to the appropriation of funds by each entity in its annual budget.

8. Notices. Notices under this Agreement shall be addressed to the parties as indicated below, or changed by written notice to such effect, and shall be effected when delivered or when deposited in the U.S. Mail, post pre-paid, certified mail, return receipt requested.

CCDMD: Executive Director
Corpus Christi Downtown Management District
223 N Chaparral Street, Ste A
Corpus Christi, Texas 78401

CITY: Director of Capital Programs
City of Corpus Christi
P.O. Box 9277
Corpus Christi, Texas 78469-9277

9. Performance. This Agreement shall be performed in Nueces County, Texas and shall be interpreted according to the laws of the State of Texas.

10. Severability Clause. If any portion of this Agreement or the application thereof to any person or circumstance shall be held to be invalid or unconstitutional by any court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby and shall continue to be enforceable in accordance with its terms.

11. Non-waiver. Failure of any party hereto to insist on the strict performance of any of the agreements herein or to exercise any rights or remedies accruing hereunder upon default or failure of performance shall not be considered a waiver of the right to insist on, and to enforce by appropriate remedy, strict compliance with any other obligation hereunder or to exercise any right or remedy occurring as a result of any future default or failure of performance.

12. Assignment. This Agreement shall be binding on and inure to the benefit of the parties to this Agreement and their respective successors and permitted assigns. This Agreement may not be assigned by any party without the written consent of all of the other parties.

13. Entire Agreement. This Agreement represents the entire agreement between the parties and may not be modified by any oral agreements or understandings. Any amendments must be made in writing and signed by all parties.

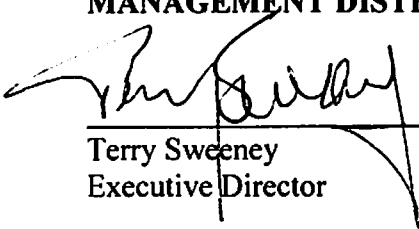
14. Interlocal Cooperation Act. This Agreement is subject to the terms and provisions of the Texas Interlocal Cooperation Act, codified as Chapter 791 of the Texas Government Code. Further, each party represents that this agreement has been duly passed and approved by its governing body, as required by the Act.

15. No Waiver of Immunity. No party hereto waives or relinquishes any immunity or defense on behalf of itself, its officers, employees and agents as a result of its execution of this Agreement and performance of the covenants contained herein.

IN WITNESS HEREOF, the City and CCDMD have made and executed this Agreement in multiple copies, each of which is an original.

**CORPUS CHRISTI DOWNTOWN
MANAGEMENT DISTRICT**

CITY OF CORPUS CHRISTI

 4/20/15

Terry Sweeney (Date)
Executive Director

Valerie Gray (Date)
Executive Director Public Works

ATTEST:

Rebecca Huerta, City Secretary (Date)

Assistant City Attorney (Date)