

THE STATE OF TEXAS §

COUNTY OF NUECES §

**INTERLOCAL AGREEMENT BETWEEN THE
CORPUS CHRISTI DOWNTOWN MANAGEMENT DISTRICT
AND THE CITY OF CORPUS CHRISTI FOR
IMPROVEMENTS AND MAINTENANCE IN DOWNTOWN AREA**

This Interlocal Agreement is made between the Corpus Christi Downtown Management District in Corpus Christi, Texas (“CCDMD”), a state-authorized municipal management 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.

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

SECTION 1. OBLIGATIONS OF CITY AND CCDMD

For and in consideration of the covenants and agreements of the parties set forth herein, City and CCDMD agree to participate in the funding of costs, including engineering, construction and maintenance, related to the landscape improvements (“Improvements”) in the Marina Arts District that have been added to City Bond Projects and require more regular maintenance than the City is equipped to provide.

B. Landscape

(1) Design and Construction. The City shall be responsible for the design and construction of the landscape improvements, including containers and flowers, in the Marina Arts District for the 2014 Bond Project, titled “Downtown Streetscape Improvements.” This includes project management and inspection services. The City will provide CCDMD with a final location map and maintenance instructions for the initial planting of perennial, climate appropriate plants. The City will notify CCDMD of the date that the project should be complete so that a final inspection can be performed.

(2) Maintenance. CCDMD agrees to maintain the 104 planters from the date of the final inspection throughout the term of this agreement, including any renewals thereto. Maintenance includes, but is not limited to, watering and replanting as necessary and cleaning and replacing broken planters.

SECTION 2. TERM OF AGREEMENT

This Agreement is for an initial term of 4 years and may be renewed upon written notice by either party is given 60 days prior to the expiration of the initial term or any extension. This Agreement shall automatically terminate if the CCDMD is dissolved or if the tax levy is not renewed.

SECTION 3. PATHWAY TO CAPITAL REPAIRS

The CCDMD may provide, in writing, request for capital repairs to be funded through the City's regular Bond programs. The CCDMD understands that the City Council makes decisions regarding Bond programs in its sole discretion and City staff cannot agree to include specific capital improvement in the final Bond program without City Council approval.

SECTION 3. DEFAULT

Notwithstanding any other term or condition in this Agreement, the City shall have the right to immediately terminate this Agreement if CCDMD defaults in their maintenance of the improvements. In the event of default or nonrenewal of this Agreement, the City shall have no responsibility for the maintenance or repair of the improvements. If the City chooses to maintain any of the Improvements, the CCDMD agrees that the City shall use the City funds allocated to the CCDMD to fulfill CCDMD's maintenance responsibilities under this Agreement.

SECTION 4. MISCELLANEOUS

(a) 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.

(b) 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 effective 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 Engineering Services
City of Corpus Christi
P.O. Box 9277
Corpus Christi, Texas 78469-9277

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

(d) 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.

(e) 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.

(f) 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.

(g) 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.

(h) 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.

(i) 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.

[Signature Page Follows]

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

Alyssa Barrera Mason (Date)
Executive Director

Peter Zanoni (Date)
City Manager

ATTEST:

Rebecca Huerta, City Secretary (Date)

Assistant City Attorney (Date)

Exhibit A – Map of Marina Arts District

