

THE STATE OF TEXAS §

COUNTY OF NUECES §

**INTERLOCAL COOPERATION AGREEMENT
BETWEEN
THE CITY OF CORPUS CHRISTI & TEXAS A&M UNIVERSITY- CORPUS CHRISTI
CONCERNING THE
CITY OF CORPUS CHRISTI MUNICIPAL SEPARATE STORM SEWER SYSTEM (MS4)
TEXAS POLLUTANT DISCHARGE ELIMINATION SYSTEM (TPDES)
PERMIT No. WQ0004200000**

This Agreement is entered into the 8th day of January, 2014 by and between THE CITY OF CORPUS CHRISTI, a Texas home-rule municipal corporation ("City"), and political subdivision of the State, acting by and through its duly authorized City Manager or designee, and Texas A&M University - Corpus Christi, a member of The Texas A&M University System, an agency of the State of Texas ("TAMU-CC"), each of which has been authorized by its respective governing body through an appropriate Ordinance, Resolution, or Order to enter into this agreement and is acting by and through its duly authorized agents, sometimes collectively referred to herein as the "Parties," "co-permittees," or "permittees."

WHEREAS, on August 11, 2008, the Texas Commission on Environmental Quality (TCEQ) issued the City of Corpus Christi Municipal Separate Storm Sewer System (MS4) Texas Pollutant Discharge Elimination System (TPDES) Permit No. WQ0004200000 (the "Permit"); and

WHEREAS, the Permit requires co-permittees to enter into an agreement that sets forth their respective rights, responsibilities, and obligations as co-permittees, the subsequent operation of their respective MS4, and the implementation of their respective storm water management programs pursuant to said TDPEs Permit; and

WHEREAS, the Interlocal Cooperation Act, Chapter 791, Texas Government Code authorizes local governments to contract to the greatest possible extent, with one another and with agencies of the State; and

WHEREAS, the support contemplated by this agreement is of mutual interest and benefit to TAMU-CC and City; it will further the Permit objectives, in a manner consistent with their status as copermittees;

NOW THEREFORE, the Parties agree to the following:

1. **RESPONSIBILITIES OF THE PERMITTEES.** Each permittee is individually responsible for:
 - a. Compliance with permit conditions relating to discharges from portions of the MS4 for which they are the operator;
 - b. Storm Water Management Program (SWMP) implementation on portions of the MS4 for which they are operator;
 - c. Compliance with annual reporting requirements;
 - d. Collection of representative wet weather monitoring data, according to such agreements established between Permittees; and

- e. A plan of action to assume responsibility for implementation of the storm water management and monitoring programs on their portions of the MS4 should interjurisdictional agreements allocating responsibility between Permittees be dissolved or in default.

2. **SHARED RESPONSIBILITIES.**

- a. **Spill Prevention and Response.** If either the City or TAMU-CC becomes aware of a spill, disposal, leak, discharge, or other release of oil, pollutant or any hazardous substance in an amount that may be harmful, and that may flow, leak, enter, or otherwise be introduced, or threaten to be released, into the MS4 operated by the other (an "Incident"), the City or TAMU-CC, as the case may be, shall promptly notify the other party of the Incident, describing the location and source of the release, the type of substance, the concentration and the volume (if known), and any corrective action known to have been taken.
 - ***TAMU-CC shall notify City of any incident by calling the City's Customer Service Call Center at (361) 826-2489.***
 - ***City shall notify TAMU-CC of any incident by calling TAMU-CC at (361) 825-5555.***
- b. The City and TAMU-CC agree to use all reasonable efforts to regulate and otherwise control, to the extent of the jurisdiction and authority of each, contaminated storm water discharged onto the property of the other party.
- c. In exchange for any goods or services provided by the City, TAMU-CC shall reimburse the City for costs incurred by contributing material and/or manpower to the City's Storm Water educational activities, providing meeting space, and/or assistance with public surveys, as funding allows, with written approval by both parties.
- d. In the event that the costs for the goods and services provided by the City are not covered by the exchange of services or materials described in subparagraph c. above, the parties shall agree in writing to these costs prior to incurring such cost.

3. **TERM.** This Agreement becomes effective upon approval of the Corpus Christi City Council and final signatures of the City and TAMU-CC and will renew annually unless terminated by either Party under the terms of this Agreement.

4. **TERMINATION.** This Agreement may be terminated by any of the following methods:

- a. By mutual consent of the signatories or their designees, with the approval of the TCEQ.
- b. By either party, upon failure of the other party to fulfill its responsibilities and obligations as set forth in this Agreement, and with the approval of the TCEQ.
- c. If termination is due to the failure of either party to fulfill its obligations under this Agreement, the other party shall be notified in writing that a possible breach of contract has occurred. The noncomplying party shall then have 30 days after such notice to respond and/or cure such alleged breach of contract before this Agreement may be terminated. If 30 days

elapses after notice without a cure of such alleged breach, the TCEQ shall be notified that a possible termination may occur.

- 5. NOTICES.** Except for the calls required under the Spill Prevention and Response Notification under § 2A of this Agreement, all notices to parties under this Agreement shall be in writing and sent to the names and address stated below. Either party to the Agreement may change the name and address by notice to the other in accordance herewith, and any change shall take effect immediately upon receipt of the notice.

TO TAMU-CC:

Texas A&M University-Corpus Christi
Attn: Director, Environmental, Health & Safety Department
Natural Resources Center, Suite 1100
6300 Ocean Drive, Unit 5876
Corpus Christi, TX, 78412-5876

TO CITY:

City of Corpus Christi
Attn: Environmental Services Superintendent
Storm Water Department or
P.O. Box 9277
Corpus Christi, TX, 78469-9277

- 6. LIABILITY.** To the extent allowed by the Constitution and Laws of the State of Texas, TAMU-CC, and City agree that each party assumes any and all risks of liability, loss, damages, claims, or causes of action and related expenses, including attorney fees, caused or asserted to have been caused directly or indirectly by or as the result of the negligent acts or omissions of that party and the officers, employees, and agents thereof.
- 7. TCEQ.** All references herein to the TCEQ shall be deemed to mean any successor agency to it, if its successor is delegated authority to administer the TDPEs permit program.
- 8. SUCCESSORS AND ASSIGNS.** This Agreement shall be binding on and inure to the benefit of the Parties and their respective successors and assigns, but this provision shall not be considered to permit any assignment by a party of any of its rights or obligations under this Agreement as expressly provided in this Agreement.
- 9. SEVERABILITY.** Each provision of this Agreement shall be considered to be severable, and if any one or more of the provisions herein are for any reason held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
- 10. VENUE.** This Agreement shall be construed in accordance with the laws of the State of Texas.

CITY

By: _____
Ronald L. Olson
City Manager
City of Corpus Christi

TAMU-CC

By: John A. Casey
Name: John A. Casey
Title: Director of Contracts & Property
Texas A&M University-Corpus Christi

ATTEST:

By: _____
Rebecca Huerta
City Secretary



ACKNOWLEDGEMENT

Sworn and subscribed before me, the undersigned authority, on this the 8th day of JANUARY, 2014, by John A. Casey (printed name) whose title is DIRECTOR, CONTRACTS & PROP. Texas A&M University-Corpus Christi, who on his oath deposed that he did make the foregoing instrument on behalf of the University and that he has the legal capacity to do so.

Approved as to form this _____ day of _____, 2014:
Lisa Aguilar, Interim City Attorney

By: _____
Veronica Ocanas
Senior Assistant City Attorney
for City Attorney