

CITY OF COPRUS CHRISTI	§	
	§	INTERLOCAL AGREEMENT
DOWNTOWN MANAGEMENT DISTRICT	§	

This Interlocal Agreement (“Agreement”) made and entered into this 8<sup>TH</sup> day of July, 2014, by and between the Corpus Christi Downtown Management District, hereinafter referred to as “CCDMD”, and the City of Corpus Christi, a Texas home-rule municipal corporation hereinafter referred to as “City”, under the authority of their governing bodies and in accordance with the Interlocal Cooperation Act, as set out in Chapter 791 of the Texas Government Code.

WITNESSETH:

**WHEREAS**, both the City and CCDMD represent to one another that each respective party has the authority to enter into this Agreement and perform the obligations and duties stated herein; and

**WHEREAS**, the City and CCDMD specify that each party paying for the performance of said functions of government shall make those payments from current funds available to the paying party; and

**WHEREAS**, City infrastructure projects and private sector projects, though important for downtown’s future success, can have short-term, adverse effects on downtown businesses.

**WHEREAS**, CCDMD desires to help improve planning, minimize business interruption and work to bring City and stakeholders together to avoid or minimize hardships that infrastructure and private projects have on downtown businesses;

**WHEREAS**, the City would like to improve downtown project planning, management and execution and improve stakeholder engagement and communications;

**NOW THEREFORE**, this Agreement is made and entered into by the City and CCDMD in consideration of the aforementioned recitals and for the mutual consideration stated herein:

**1. PURPOSE OF AGREEMENT**

The purpose of this Agreement is to state the terms and conditions under which the parties agree to provide for the execution of a three-year contract between the City and CCDMD to provide public outreach services for City of Corpus Christi construction projects to the mutual benefit of the City and CCDMD.

## 2. CURRENT CONDITION AND NEED

Downtown Corpus Christi is experiencing important City infrastructure and private sector construction projects which will revitalize Downtown yielding renewed streetscape, destinations, residential options and parking. Current construction projects that are currently underway or will start within 6 months with a construction period for some projects of up to 18 months include:

- Shoreline Realignment (City)
- Cosmopolitan (Private)
- Chaparral St. two-way conversion (City)
- Twigg St. (City)
- The Kinney Hotel (Private)
- La Retama Park renovation (City)

Additional projects that will impact downtown businesses currently in planning stages with 18-48 month construction periods include:

- Chaparral St. Phases II-IV (City).
- Harbor Bridge Project (TxDot).
- Mesquite St. conversion to two-way (City).
- Water Street signalization project (City).
- Ward Building Redevelopment (Private).

Future projects that might begin construction in the next 36 months include:

- Redevelopment of the 300-400 blocks of N. Chaparral St. (Private).
- Development of Robert Rowling properties (Private).
- Tres Sientos apartments (Private).

## 3. PARTNERSHIP

The CCDMD will work with the City to carefully manage the construction period and process in order to minimize negative impact and enhance stakeholder buy-in to longer term outcomes. The goal will be to work in partnership to:

- Prioritize Downtown City infrastructure projects through stakeholder engagement (CCDMD, Marina, SEA District)
- Assist with developing comprehensive way finding system.
- Minimize both public and private sector construction project footprints.
- Maximize public (vehicular and pedestrian) access to businesses.
- Shorten construction time and periods of business interruption.



- Proactively communicate with Downtown businesses and address issues.
- Promote affected businesses and communicate with consumers.
- Leverage City communication efforts.

#### 4. **KEY AUDIENCES:**

Communications and stakeholder engagement will be focused on the following key audiences:

- Employers
- Employees
- Hotel, Restaurant, Retail merchants
- Residents
- Visitors

#### 5. **CCDMD TOOLS**

CCDMD will utilize its partnerships and tools to support the goals of this scope of work and its goals.

##### CCDMD Partnerships

- Cleaning and Safety Partnership
- Infrastructure Committee
- Downtown Merchants Association (June 2014)
- Advisory Council (July 2014)

##### CCDMD Tools

- CCDMD family of websites with more than 3 million hits annually
- email list nearly 2,000 contacts
- Downtown database with more than 200 property owners and businesses operators
- Facebook with 10,141 friends
- Twitter with 877 followers
- Media relations
- Newsletter
- Activity Report
- Board meetings



## **9. FINANCIAL RISK & LIABILITY**

The Except for as provided under this Agreement, neither the City nor the CCMD assume any financial risks or liability under this Agreement and each party hereby releases the other from any financial risk or liability of any kind whatsoever in connection with this Agreement..

## **10. INDEMNIFICATION**

Notwithstanding the foregoing, the City and CCDMD agree that each party shall each be responsible for its own negligent acts or omissions or other tortious conduct in the course of performance of this Agreement, without waiving any sovereign governmental immunity available to either CCDMD or City under Texas law and without waiving any available defenses under Texas law. Nothing in this paragraph shall be construed to create or grant any rights, contractual or otherwise, in or to any third persons or entities. This term survives termination of this Agreement.

## **11. CURRENT REVENUES**

Each party, in performing governmental function or in paying for the performance of governmental functions hereunder, shall make that performance or those payments from current revenues legally available to that party.

## **12. ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement between the parties hereto and may not be modified except by an instrument in writing executed by the parties hereto.

## **13. SEVERABILITY**

If any provision of this Agreement shall be held invalid, void or unenforceable, the remaining provisions hereof shall not be affected or impaired, and such remaining provisions shall remain in full force and effect.

## **14. WAIVER**

It is not a waiver of default if the non-defaulting party fails to declare a default or delays in taking any action.



**15. HEADINGS**

The titles which are used following the number of each paragraph are only for convenience in locating various provisions of this Agreement and shall not be deemed to affect the interpretation of such provision.

**16. COUNTERPARTS**

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

**17. APPROVAL**

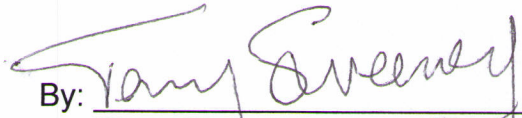
This Agreement is expressly subject to and contingent upon formal approval by the Corpus Christi Downtown Management District and by Resolution of the Corpus Christi City Council.

IN WITNESS WHEREOF this Agreement has been executed on behalf of the Corpus Christi Downtown Management District and the City of Corpus Christi in the manner provided by law.

**THE CITY OF CORPUS CHRISTI**

**THE DOWNTOWN MANAGEMENT DISTRICT**

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

By:  \_\_\_\_\_  
Terry Sweeney  
Executive Director

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

Date: 6/6/14 \_\_\_\_\_