

STATE OF TEXAS §

COUNTY OF NUECES §

INTERLOCAL COOPERATION AGREEMENT BETWEEN THE CITY OF CORPUS CHRISTI AND DEL MAR COLLEGE DISTRICT FOR IMPROVEMENTS ON YORKTOWN BOULEVARD AND RODD FIELD ROAD ADJACENT TO AND FRONTING DEL MAR COLLEGE CAMPUS LOCATED AT 6656 YORKTOWN BOULEVARD

This Interlocal Agreement is made between the City of Corpus Christi, Texas, (“City”), a municipal corporation and home-rule city, acting by and through its governing body, the City Council and Del Mar College District (“College”).

WHEREAS, in 2013, the City developed and adopted a Water Conservation Plan per Ordinance Number 029946 and new guidelines for the landscaping within City-maintained medians that discourages turf and spray irrigation;

WHEREAS, the design for the medians on Yorktown Boulevard and on Rodd Field Road call for decomposed granite in compliance with the City’s Water Conservation Plan;

WHEREAS, the College has proposed a long-term maintenance agreement so that the medians on Yorktown Boulevard and on Rodd Field Road adjacent to and fronting the College campus located at 6656 Yorktown Boulevard can be designed by a Landscape Architect and include irrigation system;

WHEREAS, in 2018, the City awarded a contract for roadway reconstruction to Yorktown Boulevard and Rodd Field Road (City Project #E15112), which included the Rodd Field Road and Yorktown Boulevard intersection;

WHEREAS, the design for the Yorktown Boulevard intersection does not call for turn lanes as identified in the Traffic Impact Analysis Phase I improvements provided by Del Mar College as part of its South Campus development; and

WHEREAS, the College is developing a new campus at the corner of Yorktown Boulevard and Rodd Field Road and desires that the frontage to the new campus be as attractive as possible and accessible via dedicated turn lanes.

NOW, THEREFORE, BE IT AGREED BY THE CITY OF CORPUS CHRISTI, TEXAS AND DEL MAR COLLEGE:

SECTION 1. OBLIGATIONS OF CITY AND COLLEGE

For and in consideration of the covenants and agreements of the parties set forth herein, City and College agree to participate in the funding of costs, including engineering, construction and

maintenance, related to the improvements on Yorktown Boulevard and Rodd Field Road as follows:

A. **Median Improvements.** Medians located on Yorktown Boulevard between the southwest corner of College property located at 6656 Yorktown Boulevard and Rodd Field Road, as well as medians on Rodd Field Road between Yorktown Boulevard and Presidents Way (“Medians”):

- (1) **Design.** The City amended its Yorktown Boulevard, Phase 2 (Bond 2012) design contract with Freese & Nichols, Inc. and has paid for the cost of the landscaping and irrigation design. The College has reviewed and approved the design with limits shown in **Exhibit A.**
- (2) **Construction.** The City agrees to bid the project and oversee construction of the landscaping and irrigation in the Medians. The City will also install water meters. The College agrees to pay 100% of the actual construction costs mutually agreed to by the parties as reimbursement for the landscaping and irrigation improvements in front of College property and based on cost supporting documentation. City shall invoice College monthly for any on-going landscaping and irrigation construction costs incurred on the project. College will pay City within 30 days from the date of receipt of City’s invoice.
- (3) **Maintenance and Water Use.** Acceptance by the College is to occur at the substantial completion of the Rodd Field Road project (Bond 2014), at which time responsibility for maintenance of the Medians is to commence. The City will provide the College with 30 days advance written notice of the date the College’s maintenance responsibility is to begin. The College agrees to maintain the landscaped medians and irrigation system installed within the Medians. Maintenance includes, but is not limited to, paying for the water used for irrigation, repair and replacement of the irrigation system, mowing, trimming, replanting and litter control. The College will maintain the irrigation system from the point of connection at the water meters. The College will be billed monthly for water use. The College agrees to reimburse the City for any damage to City infrastructure cause by College’s maintenance activities.
- (4) **Right of Entry.** The City and College will have the right to enter the Medians for any reason with the understanding that any damage to the surface area must be restored by such party to a smooth well-shaped final grade, as directed in the field.
- (5) The College agrees to maintain the Medians for an initial term of 20 years, which will automatically renew on a year to year basis, unless written notice of termination is given by either party at least 60 days prior to the expiration of the initial term or any extension.
- (6) Notwithstanding any other term or condition in this Agreement, the City shall have the right to terminate this agreement upon 30 days advance written notice of the termination if the College defaults in their maintenance of the Medians. The written notice shall set forth the specific material default and the termination will not be

effective if the material default is cured prior to the end of the 30 day period. If the material default is not cured, then the City will install low maintenance material, such as drought resistant ground cover, decomposed granite, etc. in compliance with the City's Water Conservation Plan.

B. Turn Lanes. Turn lanes identified in the College's Traffic Impact Analysis Phase I include left and right turn lanes at Intersection #DW3 (Yorktown Boulevard with Bay Drive/DW3) and a right turn lane at Intersection #DW2 (Yorktown Boulevard with Bichon Drive/DW2) (collectively, "College Turn Lanes") (**Exhibit B**)

- (1) Design. The City will amend its Rodd Field Road (Bond 2014) design contract with LJA Engineering, Inc. to include design of College Turn Lanes. The College will review and approve the design. The College agrees to pay 100% of the actual design costs mutually agreed to by the parties as reimbursement for the turn lane improvements in front of College property and based on cost supporting documentation. City shall invoice College monthly for design costs for turn lanes incurred on the project. College will pay City within 30 days from the date of receipt of City's invoice.
- (2) Construction. The City will issue a change order to its Rodd Field Road (Bond 2014) construction project and oversee the work for College Turn Lanes. The College agrees to pay 100% of the actual construction costs mutually agreed to by the parties as reimbursement for the turn lane improvements in front of College property and based on cost supporting documentation. City shall invoice College monthly for any on-going turn lane construction costs incurred on the project. College will pay City within 30 days from the date of receipt of City's invoice.
- (3) Future Improvements. All additional turn lanes, storage lanes, signals or other improvements requested by the College are not included in this Agreement and shall be the responsibility of the College.

C. Pedestrian Bridge. In 2017, City Council approved amending the Urban Transportation Plan to remove Bronx Road but required the College to remain in compliance with Mobility CC's Strategic Plan for Active Mobility, Phase 1: Bicycle Mobility Plan ("Mobility CC") by granting a right-of-way public access easement and constructing a pedestrian bridge over the Master Channel 31 Ditch (**Exhibit C**).

- (1) Easement. The College shall grant a right-of-way public access easement from Yorktown Boulevard to Master Channel 31 Ditch for use as an off-road, multi-use trail in compliance with Mobility CC.
- (2) Design and Construction. The College agrees to design and construct an off-road, multi-use trail running north/south with a connecting pedestrian access bridge with approaches spanning the existing Master Channel 31 Ditch. The construction plans for the public improvements shall be submitted to the Development Services Department for review. The plans shall be reviewed by the Development Services Engineer in

coordination with the Director of Engineering Services, and upon satisfying city standards and requirements, the plans will be approved prior to commencement of construction. The College agrees to pay 100% of the actual costs to design and construct the trail and pedestrian bridge.

- (3) Completion & Acceptance by City. The College agrees that construction of the trail and pedestrian bridge shall be complete before final completion of Phase 1 of Del Mar South Campus as shown in Exhibit C. Upon completion, the improvements will be inspected by the City. If the improvements meet city standards and requirements of Unified Development Code 8.1.11 and 8.1.12, and upon submittal of the record drawings and the certificate of completion to City inspections, the City will accept the improvements in accordance with Unified Development Code 8.1.6.
- (4) Future Maintenance. The City shall maintain the pedestrian bridge and off-road, multi-use trail as a public improvement, in accordance with its capital improvement program, and in a safe and workmanlike condition as determined by the City's Director of Engineering Services.
- (5) Default. If the trail and pedestrian bridge are not complete as agreed to in section C(3), the College shall reimburse the City for all costs incurred by the City associated with the design and construction of the pedestrian bridge and trail. If the trail and pedestrian bridge are not maintained as agreed to in C(4) and become impassible, subject to consent of both parties, the City shall reimburse the College for all costs mutually agreed to by the parties and supported by cost documentation incurred by the College associated with restoring and maintaining the trail and pedestrian bridge in a safe and workmanlike condition. The College shall provide 60 days written notice setting forth the specific material default with either the trail and/or pedestrian bridge prior to incurring any costs associated with restoring and maintaining the trail and pedestrian bridge in a safe and workmanlike condition.

SECTION 2. MISCELLANEOUS

- (a) Payments. Any payment made by either the City or the College 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 College 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 effected when delivered or when deposited in the U.S. Mail, post pre-paid, certified mail, return receipt requested.

College: Vice President for Facilities Operations and CIO
Del Mar College District
101 Baldwin Boulevard
Corpus Christi, Texas 78404-3897

City: Parks & Recreation Director
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) 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.
- (f) 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.
- (g) 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 any 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.
- (h) Successors. This Agreement shall bind and benefit the parties and their legal successors. This Agreement does not create any personal liability on the part of any officer, agent or employee of the City, or any, officer, agent or employee of the College.
- (i) No Waiver of Immunity. No party waives or relinquishes any immunity or defense on behalf of itself, its officers, employees, agents and representatives as a result of its executing this Agreement and performance of its covenants.
- (j) No Third Party Beneficiaries. No provision of this Agreement is intended or may be construed to confer upon or give to any person or entity other than the signatories to this Agreement any rights, remedies or other benefits under or by reason of this Agreement.
- (k) 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.

(l) Effective Date. The Effective Date of this Agreement is the date signed by the City of Corpus Christi.

CITY OF CORPUS CHRISTI

DEL MAR COLLEGE DISTRICT

Mark Van Vleck (Date)
Assistant City Manager



Dr. Mark Escamilla (Date)
President and CEO

ATTEST:

Rebecca Huerta, City Secretary (Date)

APPROVED AS TO LEGAL FORM:

Assistant City Attorney (Date)