

THE STATE OF TEXAS §

COUNTY OF NUECES §

**INTERLOCAL AGREEMENT BETWEEN THE
CORPUS CHRISTI DOWNTOWN MANAGEMENT DISTRICT
AND THE CITY OF CORPUS CHRISTI FOR DOCKLESS VEHICLE CLEANUP
SERVICES**

This Interlocal Cooperation Agreement ("Agreement") is made between the Corpus Christi Downtown Management District ("DMD"), created under Chapter 375 of the Texas Local Government Code, and the City of Corpus Christi, Texas ("City") a municipal corporation, and home-rule municipality for dockless vehicle cleanup services within the Downtown.

WHEREAS, the DMD has a Clean Team staff that regularly makes the rounds throughout the City's Downtown Marina Arts District to clean and maintain the area and responds to issues in the greater Downtown area as needed;

WHEREAS, the City has funding available to assist with the management of its dockless vehicle program, including cleaning up vehicles that are left or parked in violation of the approved dockless vehicle license;

WHEREAS, the DMD, through its Clean Team, wishes to provide the cleanup services to the City by removing or moving the dockless services to better serve the needs of the DMD and the citizens of the City; and

WHEREAS, the DMD and City desire to enter into an Agreement laying out each Party's rights and obligations related to dockless vehicle cleanup services (the "Project");

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

SECTION 1. OBLIGATIONS OF CITY AND DMD

For and in consideration of the covenants and agreements of the parties set forth herein, City and DMD agree to participate in the funding of costs related to the Project.

A. City Participation

The City will provide annual funding in the amount not to exceed \$41,250.00 on a reimbursement basis for the costs of the Project. The funds will be provided in 12 equal payments based off contract price within 30 days following the receipt of a monthly invoice from the DMD.

B. DMD Participation

The DMD will provide staff for additional sweeps of the Downtown area to perform the Project in accordance with the Scope of Work all along the Seawall from Cole Park to SEA District, which is attached hereto as **Exhibit A** and incorporated by reference as if laid out herein in its entirety. DMD will provide benchmarks with reconciliation in month twelve.

SECTION 2. TERM OF AGREEMENT

This Agreement is for an initial term of one year and will be automatically renewed for subsequent one-year terms unless 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 DMD is dissolved or if the tax levy is not renewed.

SECTION 3. DEFAULT

Notwithstanding any other term or condition in this Agreement, the City shall have the right to immediately terminate this Agreement if DMD defaults in their performance of services in accordance with the Scope of Work.

SECTION 4. INDEMNIFICATION

The DMD, its officers, agents, contractors, and employees ("Indemnitor") shall indemnify and hold the City of Corpus Christi, its officers, agents, employees, and representatives ("Indemnitees") harmless and defend the Indemnitees from and against any and all liability, loss, claims, demands, suits, and causes of action of any nature whatsoever on account of personal injuries (including death and Workers' Compensation claims), property loss or damage, or any other kind of injury, loss, or damage, including all expenses of litigation, court costs, attorney's fees, and expert witness fees which arise or are claimed to arise out of or in connection with this Agreement or the performance of this Agreement, regardless of whether the injuries, death, or damages, are caused or are claimed to be caused by the concurrent or contributory negligence of Indemnitees, but not if by the sole negligence of Indemnitees unmixed with the fault of any other person. Indemnitor must, at its own expense, investigate all claims and demands, attend to the settlement or other disposition of such claims, defend all actions based thereon with counsel satisfactory to the City Attorney, and pay all charges of attorneys and all other costs and expenses of any kind arising from any said liability, damage, loss, claims, demands, suits, or actions. The indemnification obligations of the Indemnitor under this section shall survive the expiration or earlier termination of this Agreement.

CITY DOES NOT AGREE TO DEFEND, NOR INDEMNIFY, NOR HOLD HARMLESS, DMD UNDER ANY CIRCUMSTANCES.

SECTION 5. MISCELLANEOUS

(a) Payments. Any payment made by either the City or the DMD 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 DMD and the City under this Agreement are subject to the appropriation of funds by each entity in its annual budget.

(b) Contract Administrator. The City's Contract Administrator for this Project is the City's Director of Finance and Procurement, or designee.

(c) 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.

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

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

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

(e) 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.

(f) 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.

(g) 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 the other party.

(h) 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.

(i) 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.

(j) 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 DMD have made and executed this Agreement in multiple copies, each of which is an original.

**CORPUS CHRISTI DOWNTOWN
MANAGEMENT DISTRICT**



Alyssa Barrera Mason (Date)
Executive Director 11/21/22

CITY OF CORPUS CHRISTI

Constance Sanchez (Date)
Chief Financial Officer

ATTEST:

Rebecca Huerta, City Secretary (Date)

APPROVED AS TO FORM:

Assistant City Attorney (Date)

Exhibit A



Scooter Maintenance Program Corpus Christi Downtown Management District December 2021



Corpus Christi Downtown Management District

Scooters have become both a convenient way to travel in our US cities and an eyesore of discarded vehicles scattered across our sidewalks, parking lots, parks, and streets. We propose reducing this trend by providing scooter recovery service to gather, stand, and organize the scooters across the Marina Arts Districts, eliminating the confusing clutter across the district.

We will provide the following service across the Corpus Christi Downtown Management District,

- Gather and stand all fallen and scattered scooters.
- Organize scooters into designated collection areas.
- Photograph and document scooters placed illegally within the district.
- Work with scooter providers to remove and replace scooters with obvious defects and broken parts.
- Remove discarded scooters from roadways, driveways, lawns, sidewalk pathways, and other areas within the district.

While we will dedicate one ambassadors to this task for 20 hours per week, we will continue to employ our entire team to this task as we clean the district daily. We will collect statistics as to how many scooters were collected by predetermined time frames (weekly, monthly, annually, etc.), by day of week, or by time of day.

Task	Scooters Relocated by Hour - November										
	6:00 AM	7:00 AM	8:00 AM	9:00 AM	10:00 AM	11:00 AM	12:00 PM	1:00 PM	2:00 PM	3:00 PM	4:00 PM
Scooter Relocated	1	8	1	11	70	10	91	10	59	13	11

Our use of the hours will be to target high use times, high use locations, and most egregious dumping locations. With our stat collection we can target trouble spots and plan our deployment with specific actions to achieve results.

The map to the right is a portion of our stat collection map showing the location of scooter relocations performed in November. While this is a simple cut out from our larger map, we can detail exact locations, days, and times of the service to understand problems and how to correct them.



We will target our collection efforts during our normal operating hours, engaging our entire team. However, we will also dedicate specific hours (20 per week) to tackle our largest nuisance areas.

DMD Proposal for Scooter Abatement Services
October 2022

Below is an overview of the proposed costing for the Corpus Christi Downtown Management District and our Clean Team to provide enhanced scooter abatement from Cole Park, along the entire Seawall, and through the Downtown Marina Arts District.

Overall budget and pricing

Scooter Abatement	
Labor	\$ 35,621.04
Benefits	\$ 4,293.95
Labor Related (BG, Recruiting, etc)	\$ -
Uniforms	\$ 585.00
Equipment	\$ -
Equipment Related (Fuel, Maintenance)	\$ -
Administrative Support	\$ -
BBB Profit	\$ 750.00
	\$ -
Subtotal	\$ 41,249.99

Hours Schedule:

SCHEDULE	
Cleaning Ambassadors	240.00
Scooter Abatement	42.00
Team Leader	40.00
Operations Manager	40.00
Weekly Total	362.00
Annual	18,824.00
FTE Employees	9.05

All Season Deployment

Position	Zone	Task	Hours	Sun	Mon	Tues	Wed	Thurs	Fri	Sat	Total
Cleaning Ambassadors	Zone A	Manual Cleaning	6am - 2:30 pm		8	8	8	8	8		40
	All Zones	Mechanical Cleaning	6am - 2:30 pm		8	8	8	8	8		40
	Zone B	Manual Cleaning	8:30am - 5pm	8	8	8	8	8			40
	Zone C	Manual Cleaning	8:30am - 5pm	8	8	8		8	8		40
	All Zones	Manual Cleaning	8:30am - 5pm		8		8	8	8	8	40
	All Zones	Manual Cleaning	8:30am - 5pm			8	8	8	8	8	40
Scooter Abatement	All	Scooter Abatement	9am - 12pm	3	3	3	3	3	3	3	21
			2pm - 5pm	3	3	3	3	3	3	3	21
Team Leader	All	Working Manager	6am - 2:30 pm		8	8		8	8	8	40
Operations Manager	All	Working Manager	8am - 5pm		8	8	8	8	8		40
Total Scheduled Weekly Hours				22	62	62	54	70	62	30	