

**CITY OF CORPUS CHRISTI
CONTRACT FOR SERVICES
CONTRACT NO. 731**

THIS PARKING MANAGEMENT STUDY AND STRATEGIC PLAN FOR DOWNTOWN COPRUS CHRISTI AGREEMENT ("Agreement") is entered into by and between Walker Parking Consultants ("Contractor") and the City of Corpus Christi, a Texas home-rule municipal corporation ("City"), as the agent of the Corpus Christi Tax Increment Reinvestment Zone #3 ("TIRZ #3").

WHEREAS on December 16, 2008, the City Council of the City (the "City Council") approved Ordinance 027996, which established the TIRZ #3 in accordance with Texas Tax Code Chapter 311. TIRZ #3 promotes economic development and stimulates business and commercial activity in its downtown Corpus Christi area (the "Zone");

WHEREAS on August 25, 2015, the City Council approved a Project and Financing Plan (the "Plan") for TIRZ #3;

WHEREAS the Board of Directors of TIRZ #3 (the "Board") includes members of the City Council in a non-public-official capacity, as well as a representative from each Nueces County and Del Mar College, who have committed to contribute to TIRZ #3 through Interlocal Agreements created in 2009 and amended in 2012;

WHEREAS the Corpus Christi Downtown Management District ("DMD") assists the City with administration of TIRZ #3, recommends projects and recommends a DMD representative to be appointed to the Board through an Interlocal Agreement;

WHEREAS on November 10, 2015 the City Council approved Ordinance 030680, which amended Ordinance 027996 and authorized the Board to approve agreements in this form, to be entered into by the City, as the Board considers necessary or convenient to implement the Plan and achieve its purpose;

WHEREAS the Plan contained certain programs designed to improve conditions and increase commerce within the Zone;

WHEREAS any reference to "City" or "City Staff," is entirely in agency capacity for TIRZ #3, and further the City as a home-rule municipal corporation is not a party to this agreement;

WHEREAS, Contractor has proposed to provide a parking management study and strategic plan for Downtown Corpus Christi in response to the City's Request for Proposals ("RFP Event No. 108") on behalf of the TIRZ #3;

WHEREAS, the City has determined Contractor to be the best valued respondent;

NOW, THEREFORE, Contractor and City enter into this Agreement and agree as follows:

1. Services. Contractor will provide services in managing parking and making strategic parking investments, which are vital in creating and maintaining a successful downtown. The Downtown Area Development Plan has inventoried 13,000 parking spaces in downtown which is a foundation to understanding our current parking supply. To ensure that parking is working for diverse users, residents, businesses, and visitors, now and in the future, Contractor will provide more macro and micro information and analysis of the Downtown parking situation. **("Services") in accordance with RFP Event No. 108 ("Exhibit A"), which exhibit is incorporated by reference into this Agreement.**

2. Term. This Agreement takes effect upon execution of the City Manager and continues until December 31, 2016.

3. Compensation and Payment. The total amount to be paid under this agreement shall not exceed \$99,947.50. Fees will be paid after the completion of each task deliverable based on the percent shown for each task outlined in the "Attachment Fee schedule" attached and incorporated by Reference in this Agreement. Contractor shall submit invoices for all services rendered in accordance with this agreement. Payment will be made to Contractor within (30) days of receipt of proper invoice.

4. Contract Administrator. The contract administrator designated by the City is responsible for approval of all phases of performance and operations under this Agreement including deductions for non-performance and authorizations for payment. All of the Contractor's notices or communications regarding this Agreement must be directed to the contract administrator, who is the City's Business Liaison or her designee ("Contract Administrator").

5. Independent Contractor. Contractor will perform the Services as an independent contractor and will furnish such Services in its own manner and method, and under no circumstances or conditions may any agent, servant or employee of the Contractor be considered an employee of the City.

6. Insurance. Before activities can begin under this Agreement, the Contractor's insurance company, or companies, must deliver a Certificate of Insurance, as proof of the required insurance coverages, to the Contract Administrator and City's Risk Manager. Additionally, the Contract Administrator and Risk Manager must be given at least 30 days' advance notice, by certified mail, of cancellation, material change in the coverages or intent not to renew any of the policies. The City must be named as an Additional Insured. The City Attorney must be given copies of all insurance policies within 15 days of the City Manager's reasonable written request.

7. Assignment. No assignment of this Agreement or of any right or interest contained in this Agreement by the Contractor is effective unless the City first gives its written consent to such assignment. The performance of this Agreement by the Contractor is of the essence of this Agreement, and the City's right to withhold consent to such assignment is within the sole discretion of the City on any ground whatsoever.

8. Qualification. Consultant is fully capable and qualified to execute the services in this Agreement and does not require any training from the City.

9. Waiver. No waiver of any breach of any term or condition of this Agreement, Exhibit A, or the Consultant's response to RFP Event No. 108 ("Exhibit B"), which exhibit is incorporated into this Agreement, waives any subsequent breach of the same.

10. Compliance with Laws. This Agreement is subject to all applicable federal, state and local laws. The applicable law for any legal disputes arising out of this Agreement is the law of Texas and such form and venue for such disputes is the appropriate district, county or justice court in and for Nueces County, Texas.

11. Subcontractors. The Contractor may use subcontractors in connection with the Services to be performed under this Agreement. When using subcontractors, however, the Contractor must obtain prior written approval from the Contract Administrator. In using subcontractors, the Contractor shall be responsible for all their acts and omissions to the same extent as if the subcontractor and its employees were employees of the Contractor. All requirements set forth as part of this Agreement

are applicable to all subcontractors and their employees to the same extent as if the Contractor and its employees had performed the Services.

12. Amendments. This Agreement may be amended only in writing and upon execution by authorized representatives of both parties.

13. Termination. The City Manager may terminate this Agreement for Contractor's failure to perform the Services specified in Exhibit A. Failure to keep all insurance policies in force for the entire term of this Agreement is grounds for termination. The Contract Administrator must give the Contractor written notice of the breach and set out a reasonable opportunity to cure. If the Contractor has not cured within the cure period, the City Manager may terminate this Agreement immediately thereafter.

Alternatively, the City Manager may terminate this Agreement without cause upon 20 days' written notice to the Contractor. In the event of termination, the Contractor will be compensated for its services on all stages authorized based upon Contractor and City's estimate of the proportion of the total services actually completed at the time of termination. However, the City may terminate this Agreement upon three days' written notice to the Contractor for Contractor's failure to pay or provide proof of payment of taxes, as set out in this Agreement.

14. Taxes. The Contractor covenants to pay payroll taxes, Medicare taxes, FICA taxes, unemployment taxes and all other related taxes in accordance with Circular E, "Employer's Tax Guide", Publication 15, as it may be amended. Upon his request, the City Manager shall be provided proof of payment of one or more of these taxes within 15 days of such request.

15. Notice. Notice may be given by hand delivery or certified mail, postage prepaid, and is received on the day faxed or hand-delivered and on the third day after deposit in the U.S. mail if sent certified mail. Notice shall be sent as follows:

IF TO CITY:

City of Corpus Christi

Attention: Alyssa Michelle Barrera, Business Liaison

1201 Leopard Street

Corpus Christi, Texas 78401

IF TO CONTRACTOR:

Walker Parking Consultants

Attention: Casey Wagner, Senior Vice President

2525 Bay Area Blvd, Suite 400

Houston, TX 77058

16. Severability. Each provision of this Agreement shall be considered to be severable and if, for any reason, any such provision or any part thereof, is determined to be invalid and contrary to any existing or future applicable law, such invalidity shall not impair the operation of or affect those portions of this Agreement that are valid, and this Agreement shall be construed and enforced in all respects as if the invalid or unenforceable provision or part thereof had been omitted.

17. INDEMNIFICATION. Consultant shall fully indemnify and hold harmless the City of Corpus Christi and its officials, officers, agents, employees or other entity, excluding the engineer or architect or that person's agent, employee or subconsultant, over which the City exercises control

("Indemnatee") from and against any and all claims, damages, liabilities or costs, including reasonable attorney fees and court costs, to the extent that the damage is caused by or results from an act of negligence, intentional tort, intellectual property infringement or failure to pay a subcontractor or supplier committed by Consultant or its agent, Consultant under contract or another entity over which Consultant exercises control while in the exercise of rights or performance of the duties under this agreement. This indemnification does not apply to any liability resulting from the negligent acts or omissions of the City or its employees, to the extent of such negligence.

Consultant shall defend Indemnatee, with counsel satisfactory to the City Attorney, from and against any and all claims, damages, liabilities or costs, including reasonable attorney fees and court costs, if the claim is not based wholly or partly on the negligence of, fault of or breach of contract by Indemnatee. If a claim is based wholly or partly on the negligence of, fault of or breach of contract by Indemnatee, the Consultant shall reimburse the City's reasonable attorney's fees in proportion to the Consultant's liability.

Consultant must advise City in writing within 24 hours of any claim or demand against City or Consultant known to Consultant related to or arising out of Consultant's activities under this Agreement.

SIGNED this 11th day of July, 2016.

Contractor: Walker Parking Consultants

Name: 
Title: Senior Vice President

CITY OF CORPUS CHRISTI

Margie C. Rose
Interim City Manager
As an agent of the TIRZ #3

Date

APPROVED AS TO LEGAL FORM

Aimee Alcorn-Reed
Assistant City Attorney
Attorney for TIRZ#3

Date

Incorporated by Reference:
Exhibit A: RFP
Exhibit B: Proposer's Response