

**INTERLOCAL COOPERATION AGREEMENT
BETWEEN
TEXAS A & M UNIVERSITY -- CORPUS CHRISTI
AND
THE CITY OF CORPUS CHRISTI**

WHEREAS, Texas A & M University -- Corpus Christi ("TAMU-CC") and the City of Corpus Christi ("City") are authorized by Chapter 791 of the Texas Government Code to enter into an interlocal cooperation agreement;

WHEREAS, the City of Corpus Christi is required under provisions of Section 402 of the Federal Clean Water Act and Chapter 26 of the Texas Water Code to conduct public education program component in their Storm Water Management Plan promotes and publicizes the 1) public reporting of illicit discharges or improper disposal of materials including floatables into the storm water system; 2) the proper management and disposal of used oil and household hazardous wastes; and 3) the proper use application and disposal of pesticides herbicides and fertilizers by public commercial and private applicators and distributors to the general public and assess those educational outcomes. This project is established under the approval of the Federal Environmental Protection Agency and the Texas Commission on Environmental Quality to study, evaluate, or otherwise examine: i) the public benefit of the City of Corpus Christi Department of Storm Water Services educational programs for the City of Corpus Christi; ii) procedures used under the storm water education programs; iii) possible changes in or alternatives to storm water educational programs; or iv) possible changes in methods or levels of educational services under storm water education programs.

WHEREAS, the project objectives include the funding of the Texas A&M University Corpus Christi Social Science Research Center conducting a web-based survey of approximately 500 respondents of Corpus Christi using an instrument that closely replicates the survey instrument utilized in the Storm Water Survey project conducted by TAMU-CC in 2013.

NOW, THEREFORE, the parties hereto agree as follows:

1. PURPOSE. The purpose of this Agreement is for TAMU-CC's Social Science Research Center to conduct an anonymous random web based survey of approximately 500 respondents of Corpus Christi and compare the data to that data gathered in 2013.

2. STATEMENT OF WORK. TAMU-CC agrees to conduct a web based survey of residents of the City of Corpus Christi regarding their knowledge, behavior and understanding of storm water issues utilizing a similar survey instrument from the Storm Water Survey Project in 2013. The principle investigator will analyze the current data, compare it to the 2013 analysis and report the findings to City management.

3. PRINCIPALS. The work will be supervised by TAMU-CC'S Daniel J. Jorgensen, Ph.D. Professor of Public Administration. If, for any reason, he is unable to continue to serve,

and a successor(s) acceptable to both TAMU-CC and the City is not available, this Agreement shall be terminated as provided herein.

4. PERIOD OF PERFORMANCE. The work described above shall be conducted from January 15, 2018 through August 31, 2018, or until all required reports and data have been accepted by the City, whichever date is earlier.

5. PRICE AND PAYMENT.

a. As compensation for the performance of this Agreement, the City agrees to pay TAMU-CC a flat fee contract of eight thousand four hundred and fifty dollars and no cents (\$8450.00).

b. The parties agree the City will not pay more than 20% in in-direct costs (IDC) for this project which is included in the \$8,450 contract fee.

c. Total compensation for the performance of this Agreement shall be a flat fee contract of eight thousand four hundred and fifty dollars and no cents (\$8,450.00). The budget is attached as Exhibit A.

d. The Parties agree that all expenditures under this Agreement shall be paid with current revenues of the paying party.

e. The parties acknowledge that continuation of this Agreement beyond current fiscal year is subject to annual budget process and appropriation of funds.

f. Compensation of eight thousand four hundred and fifty dollars (\$8,450) from the City of Corpus Christi will be due to TAMU-CC no later than 30 days after signing this Agreement.

The invoice for compensation shall be submitted to the following address:

City of Corpus Christi
Attn: Crystal Ybanez
Storm Water Department
P.O. Box 9277
Corpus Christi, TX., 78469-9277

As well as an email copy of the invoice for compensation to CrystalY@cctexas.com

6. DELIVERABLES. The deliverables required under this Agreement are:

a. A file which includes data from the 2018 survey that can be read in excel form.

b. A brief report of 2018 survey findings and comparison to 2013 data.

The City retains ownership of all deliverables provided under this Agreement. TAMU-CC must receive permission from the City prior to using any information in any way. If

permission is granted, TAMU-CC must provide appropriate citation to the City of Corpus Christi as the funding source.

7. TERMINATION. Performance under this Agreement may be terminated by the City with or without cause upon sixty days written notice. Performance may be terminated by TAMU-CC, if circumstances beyond its control preclude continuation of the program. Upon termination without cause, TAMU-CC will be reimbursed as specified in Paragraph 5 of all costs and non-cancelable commitments incurred in the performance of the program, that are reimbursable under this Agreement.

8. NOTICES. All legal notices to parties under this Agreement shall be in writing and sent to the names and addresses stated below. Either party to this the Agreement may change the name and address by written notice to the other in accordance herewith, and any change shall take effect immediately upon receipt of the notice.

TAMU-CC

Texas A & M University - Corpus Christi
Attn: Contracts Director, or authorized designee
6300 Ocean Drive; Unit 5731
Corpus Christi, TX, 78412-5731
contracts@tamucc.edu

CITY

City of Corpus Christi
Attn: Crystal Ybanez
Storm Water Department
P.O. Box 9277
Corpus Christi, TX, 78469
Telephone: 361.826.1289
CrystalY@cctexas.com

Correspondence/discussion related to this project to:

Texas A&M University - Corpus Christi
Attn: Dr. Daniel Jorgensen, or authorized designee
6300 Ocean Drive, BH 348
Corpus Christi, Texas 78412
Telephone: (361) 825-3269

9. LIABILITY. It is understood that City shall not be liable for any claims against TAMU-CC, its employees, or third persons, other than City's employees, for damage resulting from or arising out of the activities of TAMU-CC personnel under this Agreement, and TAMU-CC agrees, to the extent permitted by the laws of the State of Texas, to hold City

harmless from any and all claims. It is also understood that TAMU-CC shall not be held liable for any claims against City's employees, of damage resulting from or arising out of activities of the City, its employees, or third persons, other than TAMU-CC employees, and City agrees, to the extent permitted by the laws of the State of Texas, to hold TAMU-CC harmless from any and all claims.

Insurance. City acknowledges that, because TAMU-CC is an agency of the State of Texas, liability for the tortious conduct of the agents and employees of TAMU-CC or for injuries caused by conditions of tangible state property is provided solely by the provisions of the Texas Tort Claims Act (Texas Civil Practice and Remedies Code, Chapters 101 and 104), and that Workers' Compensation Insurance coverage for employees of TAMU-CC is provided by TAMU-CC as mandated by the provisions of Chapter 502, Texas Labor Code. TAMU-CC shall have the right, at its option, to (a) obtain liability insurance protecting TAMU-CC and its employees and property insurance protecting TAMU-CC's buildings and contents, to the extent authorized by Section 51.966, Texas Education Code, or other law, or (b) self-insure against any risk that may be incurred by TAMU-CC as a result of its operations under this Agreement.

10. INDEPENDENT CONTRACTOR. For the purposes of the Agreement and all services to be provided under this Agreement, the parties shall be, and shall be deemed to be, independent contractors and not agents or employees of the other party. Neither party shall have authority to make any statements, representations or commitments of any kind, or to take any action which shall be binding on the other party, except as may be explicitly provided for in this Agreement or authorized in writing.

11. AMENDMENTS AUTHORIZED.

The representatives who are authorized to sign this Agreement, shall also be authorized to execute amendments to this Agreement, such as changes in deadlines and minor changes in the scope of work.

12. SEVERABILITY. If any of the provisions of this Agreement or the application thereof to any person or circumstance, is rendered or declared illegal for any reason, or shall be invalid or unenforceable, the remainder of the Agreement and the application of the provision to other persons or circumstances shall not be affected thereby, but shall be enforced to the greatest extent by applicable law. The City and TAMU-CC agree that this Agreement shall be reformed to replace the stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

13. DISPUTE RESOLUTION PROCESS.

The dispute resolution process provided in Chapter 2260, Texas Government Code, and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, shall be used by TAMU-CC and the City to attempt to resolve any claim for breach of contract made by City that cannot be resolved in the ordinary course of business. City shall submit written notice of a claim of breach of contract under this Chapter to TAMU-CC's Director

of Contracts, or his/her authorized designee, who shall examine City's claim and any counterclaim, and negotiate with City in an effort to resolve the claim.

14. VENUE. TAMU-CC acknowledges and agrees that because this Agreement has been executed, and will be administered in Nueces County, Texas, the Agreement is to be performed in Nueces County. TAMU-CC acknowledges and agrees that any permissible cause of action involving this Agreement will arise solely in Nueces County. If a legal action related to this claim is permissible and there are two (2) or more counties of proper venue under the rules of mandatory, general, or permissive venue, and one of the counties is Nueces County, TAMU-CC agrees to venue in Nueces County. This provision does not waive the City's sovereign immunity.

15. MISCELLANEOUS. This Agreement constitutes the entire agreement between the parties relative to the subject matter, and may only be modified or amended by a written agreement signed by both parties. It shall be construed in accordance with the laws of the State of Texas.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their authorized representative.

TEXAS A & M UNIVERSITY -- CORPUS CHRISTI

By:  _____

Terry Tatum

Executive Vice President for Finance & Administration

 Date: 1/19/2018

**CITY OF CORPUS CHRISTI
ATTEST**

By: _____

Rebecca Huerta
City Secretary

By: _____

Margie C. Rose
City Manager

APPROVED AS TO FORM: This _____ day of _____, 2018

By: _____

Assistant City Attorney
For City Attorney

Exhibit A: Proposed Budget

STORM WATER SURVEY 2018			
TAMU-CC Personnel			
	Dr. Daniel Jorgensen		
		Salary	\$3,060
		Fringe	\$765
	Student Research Assistant		
		Wage	\$1,800
		Fringe	\$42
	Total TAMU-CC Personnel Costs		\$5,667
Other Costs			
	Web advertisement fees		\$1,300
	Office supplies		\$75
	Total other costs		\$1,375
Total Direct Costs			\$7,042
Indirect Costs			
	20% of Direct Costs		\$1,408
Total			\$8,450