

**INTERLOCAL COOPERATION AGREEMENT BETWEEN THE CITY OF CORPUS
CHRISTI AND TEXAS A&M UNIVERSITY – CORPUS CHRISTI FOR AESTHETIC
SURFACE PAINTING ON ENNIS JOSLIN ROAD**

This Interlocal Cooperation Agreement (“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 Texas A&M University - Corpus Christi, a member of The Texas A&M University System, an agency of the State of Texas (“University”).

WHEREAS, the University has requested permission to paint multiple surfaces at the intersection of Highway 358 and Ennis Joslin Road; and

WHEREAS, the City entered into a Municipal Maintenance Agreement (“MMA”) with the Texas Department of Transportation (“TXDOT”) on April 10, 2012, that allows the City of Corpus Christi to enter into this third-party agreement for surface painting; and

WHEREAS, the aesthetic surface painting does not meet the definition of a commercial sign under the Highway Beautification Act.

**NOW, THEREFORE, BE IT AGREED BY THE CITY OF CORPUS CHRISTI,
TEXAS AND TEXAS A&M UNIVERSITY-CORPUS CHRISTI:**

The parties agree that neither party is an agent, servant or employee of the other party and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives and agents.

1. University Responsibilities.

- a. The University shall use labor and supervisory personnel employed directly by the University or its contractor to paint surfaces for aesthetic purposes at the locations listed on **Exhibit A** attached hereto and made a part of hereof.
- b. All installation or maintenance work performed by the University or its contractor requiring traffic control shall be performed in accordance with the Texas Manual on Uniform Traffic Control Devices. The University shall submit a traffic control plan from a licensed engineer to the City for review and approval prior to conducting any installation or maintenance work.
- c. The University shall provide the City a complete set of design drawings and installation plans for review. The installation plans shall include all aspects of the proposed work including but not limited to paint specifications meeting the latest edition of TXDOT Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges.
- d. The University shall initiate corrections regarding any failure of materials or installation methods within 48 hours of notification by the City.
- e. The University shall pay the City for all costs identified in Section 3 of this Agreement within 30 days of receiving a true and correct invoice.

- f. The University shall provide a fully executed copy of the State's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and entities working on State right of way. This coverage shall be maintained until all work on the State right of way is complete.
- g. The University shall maintain the painted surfaces throughout the term of this Agreement.
- h. The University shall be responsible for any damage that may occur to state equipment during the installation and maintenance of the proposed surface painting work
- i. The University shall be responsible for keeping the surfaces that have been painted free from graffiti. **University must remove vulgar graffiti within 24 hours of being notified by the City. All other graffiti must be removed within 48 hours of being notified by the City.**
- j. The University shall adopt the area adjacent to the painted surfaces and keep the area free from litter.

2. City Responsibilities.

- a. The City shall review documents submitted by the University, including design drawings and traffic control plans.
- b. The City shall inspect the completed work to ensure that the work is done in compliance with this Agreement.

3. Costs.

- a. The University shall pay to City an initial permit fee of \$500 in advance of any work being done at the location. The fee covers the cost to review the design and materials, review the traffic control plan and inspect the work upon completion.
- b. The University shall pay to City a fee of \$100 in advance of any routine or scheduled maintenance being done at the location that requires a traffic control plan.
- c. University must reimburse City for all costs paid by City for any correction or repair work performed by the City.

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

5. Term of Agreement. This Agreement is for an initial five year term and may be administratively renewed for an unlimited number of five year terms upon written agreement of the parties.

6. Termination. This Agreement may be terminated by one of the following conditions:

- a. By mutual agreement of both parties;
- b. By the City giving written notice to the University as consequence of failure by the University to maintain the surfaces in a presentable manner and perform the services and obligations set forth in this Agreement. The City's written notice to the University shall describe the default and the proposed termination date. If the University cures the default before the proposed termination date, the proposed termination is ineffective;
- c. By either party for convenience upon thirty (30) days written notice to the other.

Upon termination, the University shall restore the surfaces to their original condition and remove all paint from the location within thirty (30) days of notice of termination by either party. Any work performed by the City to restore the surfaces shall be charged to the University.

7. Remedies. Violation or breach of contract terms by the University shall be grounds for termination of this Agreement, and any increased costs arising from the University default, breach of contract or violation of terms shall be paid for by the University. This Agreement shall not be considered as specifying the exclusive remedy for default, but all remedies existing at law and in equity may be availed of by either party and shall be cumulative.

8. 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.

University: Director – Contracts and Property (Agreement Inquiries)
Phone #
Texas A&M University – Corpus Christi
6300 Ocean Drive, Unit 5731
Corpus Christi TX 78412-5731

with copy to: Director of Marketing (Maintenance Inquiries)
361-825-3020
Texas A&M University-Corpus Christi
6300 Ocean Drive, Unit 5726
Corpus Christi, TX 78412-5726

City: City Manager (Agreement Inquiries)
City of Corpus Christi
P.O. Box 9277
Corpus Christi, Texas 78469-9277

with copy to: Solid Waste Operations, Graffiti Group (Maintenance Inquiries)
Phone: 361-826-1972
City of Corpus Christi
P.O. Box 9277
Corpus Christi, Texas 78469-9277

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

10. 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.

11. 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.

12. 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.

13. 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, or designee, as required by the Act.

**TEXAS A&M UNIVERSITY -
CORPUS CHRISTI**

CITY OF CORPUS CHRISTI

Terry Tatum (Date)
Executive Vice-President
Finance and Administration
Texas A&M University-Corpus Christi

Valerie H. Gray, P.E. (Date)
Executive Director of Public Works

ATTEST:

Rebecca Huerta, City Secretary (Date)

APPROVED AS TO FORM:

APPROVED AS TO LEGAL FORM:

Katherine Knight (Date)
Assistant General Counsel
Office of General Counsel
The Texas A&M University System

Janet Whitehead (Date)
Assistant City Attorney

EXHIBIT A



PROPOSED TAMUCC UNDERPASS PAINTING VICINITY MAP

CITY OF CORPUS CHRISTI, TEXAS
DEPARTMENT OF STREET OPERATIONS

