

INTERLOCAL CONTRACT BETWEEN
DEL MAR COLLEGE DISTRICT AND CITY OF CORPUS CHRISTI
TO LEASE PROPERTY FOR CITY POLICE TRAINING ACADEMY

WHEREAS, in the spirit of cooperation, enhancing services, and maximizing tax dollars, the Del Mar College District (College) and City of Corpus Christi (City) desire City to locate the City's Police Training Academy on College property; and

WHEREAS, the City's Police Training Academy is a governmental function that does not interfere with the property's use for College purposes and is consistent with and complementary of the mission of College;

This Lease is hereby entered into between Del Mar College District ("College"), a Texas Junior College District and Institution of Higher Education, and City of Corpus Christi ("City"), a Texas Home Rule Municipal Corporation.

ARTICLE 1. DEMISE OF LEASED PREMISES

In consideration of the mutual covenants and agreements of this lease, and other good and valuable consideration, College demises and leases to City, and City leases from College, the premises situated on Yorktown Blvd, in Corpus Christi, Nueces County, Texas, legally described on Exhibit A attached to this lease, and made a part of this lease for all purposes (collectively referred to as "the premises" or "the leased premises" in this lease).

City is to have and to hold the premises, together with all rights, privileges, easements, appurtenances, and immunities belonging to or in any way appertaining to them, including but not limited to any easements, rights, title, and privileges of College, existing now or at any time during the lease term, in, to, or under adjacent streets, sidewalks, alleys, party walls, and property contiguous to the premises and reversions that may later accrue to College as owner of the premises by reason of the closing of any street, sidewalk, or alley.

ARTICLE 2. LEASE TERM

§ 2.01. Fixed Beginning, Termination Date and Consideration

For and in consideration of ten dollars (\$10.00) a year, receipt of which is hereby acknowledged, College hereby leases to City, for a term of 50 years, subject to the other terms and conditions of this Agreement (Leased Premises as described Exhibit A, attached hereto) together with the right of ingress and egress thereto, unless terminating sooner as provided in this lease.

The Agreement's considerations to College and/or City include, but are not limited to:

- enhancement of safety and security on campus with the regular, conspicuous presence of law enforcement;

- fostering of “goodwill” between governmental entities, contributing to public confidence;
- creation of potential educational partnerships between College and City;
- opening potential opportunity for College and City to utilize “shared space” consistent with respective missions; and,
- maximizing use of public resources and improving delivery of services to the public.

§ 2.02. Right to Extend

City may extend this lease for 50 additional years by giving College written notice of City’s intention to do so within the last two years before the lease term expires but no later than six months before it expires, under all the terms of this lease.

§ 2.03. Termination

This lease will terminate without further notice when the term specified in § 2.01 expires, and any holding over by City after that term expires, other than as provided in § 2.02, will not constitute a renewal of the lease or give City any rights under the lease in or to the premises.

§2.04. Revocable

This lease is revocable if the City does not initiate construction of the Police Training Academy within 10 years from final execution of this lease. After construction of the Police Training Academy, this lease is revocable if the City vacates the leased premises for a period longer than five years.

§2.05 Irrevocable

This lease is irrevocable upon initiation of construction of the Police Training Academy as agreed to, except if the City vacates the leased premise after constructing the Police Training Academy for a period longer than five years.

ARTICLE 3. USE OF PREMISES

§ 3.01. Permitted and Prohibited Use of Premises

City may use the premises to develop, construct, and to operate a Police Training Academy, and for no other purpose without the written consent of College. The Police Training Academy may consist of single or multiple buildings, including a parking lot.

§ 3.02. Use Not Permitted

City may not use all or any part of the premises or any building situated on them for a firing range or driving track.

ARTICLE 4. INTERLOCAL CONTRACTS

§ 4.01. Lease

This lease constitutes an Interlocal Contract pursuant to Texas Government Code Chapter 791 and is dually authorized by the respective governing bodies.

§ 4.02. Contracts

The College and City contemplate entering into additional Interlocal Contracts to address design, construction, and operation of the Police Training Academy and additional use of the premises.

ARTICLE 5. CONSTRUCTION BY CITY

§ 5.01. General Conditions

City may, at any time and from time to time during the lease term, erect, maintain, alter, remodel, reconstruct, rebuild, replace, and remove buildings and other improvements on the premises, and correct and change the contour of the premises, subject to the following:

- a. City bears the cost of any such work.
- b. The premises must at all times be kept free of mechanics' and materialmen's liens.
- c. College must be notified of the time for beginning and the general nature of any such work, other than routine maintenance of existing buildings or improvements, at the time the work begins.
- d. The conditions of § 5.03 concerning College's approving plans must be followed.

§ 5.02. Easements, Dedications, Zoning, and Restrictions

College must cooperate with City concerning easements, dedications, and restrictions of the premises as follows:

- a. Easements and Dedications. To provide for the more orderly development of the premises, it may be necessary, desirable, or required that street, water, sewer, drainage, gas, power lines, and other easements and dedications and similar rights be granted or dedicated over or within portions of the premises. College must, on City's request, join with City in executing and delivering the documents, from time to time, and throughout the lease term, as may be appropriate, necessary, or required by the several governmental agencies, public utilities, and companies for the purpose of granting the easements and dedications.
- b. Zoning. If City considers it necessary or appropriate to obtain use, zoning, or subdivision and precise plan approval and permits for the premises or any part of them, College will execute the documents, petitions, applications, and authorizations as are appropriate or required to submit the premises, or any part of them, for the purposes of

obtaining conditional use permits, zoning and rezoning, tentative and final tract approval, precise plan approval, and further, for the purposes of annexation to or the creation of districts and governmental subdivisions. College will execute these documents from time to time as requested by City.

c. Restrictions. At City's request, College will, from time to time, execute and deliver or join in the execution and delivery of the documents that are appropriate, necessary, or required to impose on the premises covenants, conditions, and restrictions providing for the granting of exclusive uses of the premises, or any part of them; the establishment of common and parking areas; the establishment of party walls; provisions for enlarging the common and parking areas by establishing mutual and reciprocal parking rights and the rights of ingress and egress; and other like matters, all of which are for the purpose of orderly development of the premises as a commercial unit.

d. Expenses. City exclusively bears the cost and expense of any action required of College under subparagraphs a through c, above.

e. City as College's Agent. College appoints City as its attorney in fact and agent (to be irrevocable so long as this lease remains in full force, which is deemed to be a power coupled with an interest) to execute and deliver and to record any documents that may be appropriate, necessary, or required under subparagraphs a through c above, in College's name, and any third person may rely on such execution, delivery, and recordation.

§ 5.03. College's Approval of Plans

The following rules govern College's approving construction, additions, and alterations of buildings or other improvements on the premises:

a. Written Approval Required. No building or other improvement may be constructed on the premises unless the plans, specifications, and proposed location of the building or other improvement has received College's written approval and the building or other improvement complies with the approved plans, specifications, and proposed location. No material addition to or alteration of any building or structure erected on the premises may be begun until plans and specifications covering the exterior of the proposed addition or alteration have been first submitted to and approved by College.

b. Submission of Plans. City must, at its own expense, engage a licensed architect or engineer to prepare plans and specifications for constructing a building or improvements or additions or alterations to any buildings or improvements that require College's approval under subparagraph a above. City must submit copies of detailed working drawings, plans, and specifications for constructing a building or improvements or additions or alterations for College's approval. If City wishes to construct any other buildings or improvements or make any additions or alterations to buildings or improvements for which College's approval is required under Subsection (a) above, City must submit copies of detailed working drawings, plans, and specifications for any such projects for College's approval before the project begins.

c. College's Approval. College will promptly review and approve all plans, meeting external architectural consistency with the remainder of the college campus, submitted under subparagraph b above or note in writing any required changes or corrections that must be made to the plans. Any required changes or corrections must be made, and the plans resubmitted to College, within 60 days after the corrections or changes have been noted. College's failure to object to the resubmitted plans and specifications within 30 days constitutes its approval of the changes. Approval by College shall not be unreasonably withheld, and any disapproval will be in writing with reasons, therefore. Minor changes in work or materials not affecting the general character of the building project may be made at any time without College's approval, but a copy of the altered plans and specifications must be furnished to College.

d. Exception to College's Approval. The following items do not require submission to, and approval by, College:

i. Minor repairs and alterations necessary to maintain existing structures and improvements in a useful state of repair and operation.

ii. Changes and alterations required by an authorized public official with authority or jurisdiction over the buildings or improvements, to comply with legal requirements.

e. Effect of Approval. College's approval of any plans and specifications applies only to the conformity of the plans and specifications to the general architectural plan for the premises, and College may not unreasonably withhold approval. College's approval does not constitute approval of the architectural or engineering design, and College, by approving the plans and specifications, assumes no liability or responsibility for the architectural or engineering design or for any defect in any building or improvement constructed from the plans or specifications.

§ 5.04. Ownership of Buildings, Improvements, and Fixtures

Any buildings, improvements, additions, alterations, and fixtures constructed, placed, or maintained on any part of the leased premises during the lease term are property of the City. Upon expiration or termination of the lease, all permanent buildings, improvements, additions, alterations, and fixtures become the property of the College, unless College elects not to retain said property, in which case, City will remove any or all of said property within 12 months after the date of expiration or termination of this Lease Agreement.

§ 5.05. Right to Remove Improvements

City may, at any time while it occupies the premises, or within a reasonable time thereafter, remove any furniture, machinery, equipment, or other trade fixtures owned or placed by City, its subtenants or licensees, in, under, or on the premises, or acquired by City, whether before or during the lease term.

ARTICLE 6. NOTICE

Notice may be given by hand delivery or certified mail, postage prepaid, and received on the day hand-delivered or on the third day after deposit if sent certified mail. Notice will be sent as follows:

IF TO CITY:

City of Corpus Christi
Attention: City Manager
P. O. Box 9277
Corpus Christi, TX 78469-9277

IF TO COLLEGE:

Del Mar College
Attention: President
101 Baldwin Blvd.
Corpus Christi, TX 78404

ARTICLE 7. UTILITIES

City will pay or cause to be paid all charges for water, wastewater, electricity, gas, and all other utilities used on the premises throughout the lease term, including any connection fees.

ARTICLE 8. REPAIRS AND MAINTENANCE,

At all times during the lease term, City will keep and maintain, or cause to be kept and maintained, all buildings and improvements erected on the premises in a good state of appearance and repair (except for reasonable wear and tear) at City’s own expense.

ARTICLE 9. VOLUNTARY CONVEYANCE

If College, during the lease term, desires to sell all or any portion of the Leased Premises and/or areas of ingress/egress, City will have the right of first refusal to meet any bona fide offer of sale on the same terms of the offer.

ARTICLE 10. COLLEGE’S WARRANTIES AND COVENANTS

§ 10.01. Warranty of Title

College warrants that it is the owner in fee simple absolute of the premises.

§ 10.02. Warranty of Quiet Enjoyment

College covenants that as long as City pays the rent and other charges under this lease and observes the covenants and terms of this lease, City will lawfully and quietly hold, occupy, and enjoy the premises during the lease term without being disturbed by College or any person claiming under College, except for any portion of the premises that is taken under the power of eminent domain.

ARTICLE 11. GENERAL PROVISIONS

§ 11.01. No Partnership or Joint Venture

The relationship between College and City is at all times solely that of College and City and may not be deemed a partnership or a joint venture.

§ 11.02. Force Majeure

If constructing the building as provided in § 2.04 or curing any default or performing any other covenant or term is delayed by reason of war, civil commotion, act of God, governmental restrictions, regulations, or interference, fire or other casualty, or any other circumstances beyond City's control or that of the party obligated or permitted under this lease to do or perform the term or covenant, regardless of whether the circumstance is similar to any of those enumerated or not, each party so delayed is excused from performance during the delay period.

§ 11.03. No Waiver

No waiver by either party of any default or breach of any covenant or term of this lease may be treated as a waiver of any subsequent default or breach of the same or any other covenant or term of this lease.

§ 11.04. Severability

If any covenant, condition, or provision in this Agreement is held to be invalid by any court of competent jurisdiction, the invalidity of such covenant, condition, or provision in no way affects any other covenant, condition, or provision herein contained.

§ 11.05. Interpretation

The Parties acknowledge that each of them has been actively involved in negotiating this Agreement. Accordingly, the rule of construction that any ambiguities are to be resolved against the drafting Party will not apply to interpreting this Agreement. In the event of any dispute over the meaning or application of any provision of this Agreement, the provision will be interpreted fairly and reasonably and neither more strongly for or against any Party, regardless of which Party originally drafted the provision.

§ 11.06. Effective Date of Agreement

This Agreement will begin upon approval by the City Council and District Board of Regents and last signature of their authorized representative.

Remainder of page intentionally left blank; signature page to follow.

CITY OF CORPUS CHRISTI

DEL MAR COLLEGE DISTRICT

Peter Zanoni (Date)
City Manager

Mark Escamilla, Ph. D. (Date)
President/CEO

ATTEST:

Rebecca Huerta (Date)
City Secretary

APPROVED AS TO LEGAL FORM:

Buck Brice (Date)
Assistant City Attorney
For City Attorney

Del Mar Campus - East (Yorktown and Rodd Field)

Legend

- 5 acre Site
- Site Plan Drawing
- Parcel Boundary
- Transportation Network**
- US Hwy
- State Hwy
- Local Road

