

**AMENDMENT**  
**to**  
**Original Interlocal Cooperation Agreement between**  
**City of Corpus Christi &**  
**County of Nueces**  
**Updating**  
**City of Driscoll's Service Fee**  
**For**  
**Emergency Dispatch Center Services (Metro Com)**

This Interlocal Cooperation Agreement "(Agreement)" is made by and between the City of Corpus Christi, Texas ("City"), a Texas home-rule municipal corporation, the County of Nueces ("County"), a political subdivision of the State of Texas, and the City of Driscoll, Texas ("Driscoll"), a Texas general law city, each acting herein by and through its duly authorized officials, effective for all purposes upon the execution by all parties.

WHEREAS, the City and County have developed and jointly own an 800-mHz trunked radio communications system ("System") that provides for public safety radio communications within the jurisdictions of the two entities;

WHEREAS, in 1993, the County commissioned a communications study, the results of which were known as "MetroCom," calling for the development of a single consolidated public safety answering point ("PSAP") for all 9-1-1 emergency calls and dispatch functions within the areas served by the City and the County, with the potential for further consolidation of efforts to include other cities within Nueces County;

WHEREAS, the City and the County are parties to an Interlocal Cooperation Agreement dated June 1, 2000 [the "Consolidated Emergency Dispatch Center (Metro Com) Agreement"] providing for the development and implementation of MetroCom; and

WHEREAS, the City of Driscoll desires to continue participation and use MetroCom for all 9-1-1 emergency calls and law enforcement dispatch functions.

**NOW, THEREFORE, BE IT AGREED BY THE CITY OF CORPUS CHRISTI, THE COUNTY OF NUECES, AND THE CITY OF DRISCOLL ("Parties"):**

**ARTICLE 1: PURPOSE AND GOALS**

The purpose and goals of this Agreement shall be to provide cost effective and efficient emergency services for the citizens and community served by the parties through the use of a regional 9-1-1 emergency dispatching center staffed by trained professionals to operate the public safety answering point ("PSAP").

## ARTICLE 2: FUNCTIONS OF METROCOM FOR DRISCOLL

MetroCom shall provide emergency communications dispatch services to Driscoll as outlined in the Agreement. Such communication services shall include:

- a. 9-1-1 emergency dispatch for fire units, EMS units, and call taking for law enforcement purposes only;
- b. Dispatch of responding units;
- c. Information services for field units;
- d. CMD dispatch and community alert functions;
- e. Serve as a point of local emergency service contact for State and Federal resources; and
- f. Other dispatching services as approved by operating procedures (SOP).

## ARTICLE 3: BACKGROUND SCREENINGS

Driscoll is responsible to ensure that background screenings are conducted on all personnel with access to the Federal Bureau of Investigations ("FBI") Criminal Justice Information System ("CJIS") systems information. As directed by the FBI CJIS Security Policy: (1) State and national fingerprint-based record checks must be conducted within 30 days upon initial employment or assignment for all personnel having access to FBI CJIS systems information; (2) appropriate background investigations must be conducted on personnel with access to FBI CJIS Division's record information; and (3) in cases where an applicant already has access from another law enforcement agency, temporary access may be granted prior to confirmation of the new identification check. If a record of any kind is found, access will not be granted or allowed by Driscoll until the Department of Public Safety can review the matter to decide if access is appropriate.

## ARTICLE 4: TLETS/NLETS and TCIC/NCIC CERTIFICATIONS

Driscoll is responsible to ensure that its employees obtain and maintain current Texas and National Law Enforcement Telecommunications Systems ("TLETS" and "NLETS") and Texas and National Crime Information Centers ("TCIC" and "NCIC") certifications. Prior to disseminating any TCIC and NCIC information, Driscoll agrees to file the required certifications with the City so the City may verify that Driscoll's employees are eligible to obtain such information. The City and MetroCom will deny any request for TCIC and NCIC information from employees who are not certified or do not have current certifications on file.

## ARTICLE 5: WARRANT FUNCTIONS

Driscoll will be responsible for entering warrant information for its law enforcement agency as required by law. Agencies that enter records into NCIC/TCIC are responsible for the accuracy, timeliness, and completeness of the records. The City, County, and MetroCom will not assume the role or duty to enter and update warrant information for Driscoll and will not be responsible for the accuracy of such information. The warrant functions performed by Driscoll under this Agreement shall never shift to the City, County, and MetroCom.

#### ARTICLE 6: METROCOM OPERATING CENTER

The MetroCom center will be administered by the City under the terms of an adopted set of Standard Operating Procedures (SOP) and budget. These SOPs are to be developed by the System Operations Committee and shall be approved by the MetroCom Board to be binding and effective.

#### ARTICLE 7: SHARED OPERATIONAL COSTS

The parties agree to jointly fund the operations of the MetroCom center. The MetroCom Board establishes a method of dividing operating expenses based upon the usage of the system by each of the entities, and the most efficient method to track and project usage is through the Computer Aided Dispatch ("CAD") history files. Using the formula established the MetroCom Board, *(Entity's calls for service (1,765) / MetroCom total calls for service (581,750) x MetroCom budget (\$8,334,173) =Entity's contribution)*

The City of Driscoll will contribute **\$25,285** this year. The formula established by the MetroCom Board will determine the City of Driscoll's contribution each year.

Therefore, effective upon execution, twenty-five thousand two hundred and eighty-five **(\$25,285)** dollars, will be allocated to and paid by Driscoll in advance for MetroCom dispatching services.

Nothing contained in this Agreement precludes the addition of other PSAPs to the MetroCom center nor shall this Agreement preclude the allocations of cost to other administrations, jurisdictions, and program participants.

#### ARTICLE 8: TERM AND TERMINATION

This Agreement shall begin on the final date of execution by all parties for an initial term of one (1) year and automatically renew annually without further action by the parties. The City Manager, or his designee, is authorized to execute any and all subsequent renewals and amendments to this Agreement. This Agreement may be terminated at any time by any party upon ninety (90) days written notice to the other two parties. A violation of either Article 4 or Article 5 shall result in immediate termination of the Agreement.

#### ARTICLE 9: PAYMENT AND CURRENT REVENUE

Payment shall be made by Driscoll within thirty (30) days from receipt of the other party's. City of Corpus Christi shall invoice City of Driscoll. Payment shall be made by Driscoll within thirty (30) days from Driscoll's receipt of invoice from City of Corpus Christi for expenses incurred in the performance of this Agreement. Driscoll shall remit payment directly to the City of Corpus Christi with the payment stub from the City of Corpus Christi 's invoice attached to Driscoll's check to the following address:

City of Corpus Christi  
P. O. Box. 9257

Corpus Christi, Texas

Any payment made by Driscoll for any of the services provided pursuant to this Agreement shall be made out of current revenues available to Driscoll as required by the Texas Interlocal Cooperation Act.

ARTICLE 10: SEVERABILITY

If any portion of this Agreement, or the application thereof to any person or circumstances, shall ever be held to be invalid or unconstitutional by any court of competent jurisdiction, the remainder of the Agreement shall not be affected thereby and shall continue to be enforceable in accordance with its terms.

ARTICLE 11: NOTICES

Notices allowed or required under this Agreement shall be addressed to and sent to the parties as indicated below, unless such address is changed by written notice to such effect, and any notice shall be effective when deposited in the U.S. mail, postage prepaid, certified, return receipt requested.

CITY:                   City Manager  
                          1201 Leopard Street  
                          Corpus Christi, TX 78401

                          with a copy to:  
                          Chief of Police  
                          Corpus Christi Police Department  
                          321 John Sartain  
                          Corpus Christi, TX 78401

COUNTY:               County Judge  
                          Nueces County Courthouse  
                          901 Leopard Street, Room 303  
                          Corpus Christi, TX 78401

BISHOP:               Mayor and Chief of Police  
                          City of Driscoll  
                          130 W. Ave. D  
                          Driscoll, TX 78351

ARTICLE 12: LAW AND VENUE

All parties shall comply with all applicable federal, State, county and local laws, ordinances, rules, and regulations pertaining to this Agreement and each party's respective performance hereunder. This Agreement will be interpreted according to the Texas laws which govern the

interpretation of contracts. Venue for an action arising under this Agreement shall lie in Nueces County, Texas, and be in accordance with the Texas Rules of Civil Procedure.

**ARTICLE 13: ENTIRE AGREEMENT AND WRITTEN AMENDMENT**

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. No officer or employee of any of the parties may waive or otherwise modify the limitations in this Agreement, without the express action of the governing body of the party.

**ARTICLE 14: ASSIGNMENT AND SUCCESSORS**

This Agreement shall be binding on and inure to the benefit of the parties to the 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. This Agreement does not create any personal liability on the part of any officer or agent of the City, County, Driscoll, or any of their respective officers, agents, or employees.

**ARTICLE 15: LIABILITY**

Each party to this Agreement will be responsible for any civil liability for its own actions under this Agreement, except that nothing in this Agreement shall constitute a waiver or limitation on any immunity, defense, or other protection afforded either party under State or federal law. The liability, if any, of either party, shall be that prescribed by the laws of the State of Texas.

**ARTICLE 16: NON-WAIVER**

Failure of any party to this Agreement to insist on the strict performance of any of the conditions or 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 any 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.

**ARTICLE 17: NO WAIVER OF IMMUNITY**

No party to this Agreement waives or relinquishes any governmental, official, or other 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.

**ARTICLE 18: NO THIRD PARTY BENEFIT**

This Agreement and all activities under this Agreement are solely for the benefit of the parties and not the benefit of any third party.

**ARTICLE 19: WARRANTY**

This Agreement has been officially authorized by the governing body of each party, and each signatory has full authority to execute the Agreement and to legally bind their respective party to this Agreement.

ARTICLE 20: CONTINUATION OF PROVISIONS.

This Agreement amends the existing Consolidated Emergency Dispatch Center Interlocal Agreement to the extent necessary to continue service for the City of Driscoll. All other provisions of the Consolidated Emergency Dispatch Center Interlocal that do not conflict with this Agreement remain in full force and effect and are unchanged by this instrument, by the intention of the parties.

EXECUTED in triplicate to be effective as of the last execution date set forth below:

City of Corpus Christi:

ATTEST:

Approved as to form:

\_\_\_\_\_  
Peter Zanoni  
City Manager  
Date:

\_\_\_\_\_  
Rebecca Huerta  
City Secretary  
Date:

\_\_\_\_\_  
Adelita Cavada  
Assistant City Attorney  
Date:

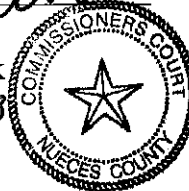
County of Nueces:

ATTEST:

Approved as to form:

*Connie Scott*  
\_\_\_\_\_  
Connie Scott  
County Judge  
Date: 6/21/2023

*Kara Sands*  
\_\_\_\_\_  
Kara Sands  
County Clerk  
Date: 6-21-23



*Jenny P. Dorsey*  
\_\_\_\_\_  
Jenny P. Dorsey  
County Attorney  
Date: 6-21-23

City of Driscoll:

ATTEST:

Approved as to form:

*Mark Gonzalez*  
\_\_\_\_\_  
Mark Gonzalez  
Mayor  
Date: 5/27/23

*Paul Sheffield*  
\_\_\_\_\_  
Paul Sheffield  
City Secretary  
Date:

\_\_\_\_\_  
Michael Morris  
City Attorney  
Date: