

THE STATE OF TEXAS §

COUNTY OF NUECES §

**INTERLOCAL AGREEMENT BETWEEN THE
REGIONAL TRANSPORTATION AUTHORITY AND
THE CITY OF CORPUS CHRISTI
STRATEGIC INTEGRATION (TRAVEL DEMAND MODEL) FEASIBILITY STUDY**

This Interlocal 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 the Regional Transportation Authority in Corpus Christi, Texas (“RTA”), a metropolitan transit authority operating under Chapter 451 of the Texas Transportation Code.

WHEREAS, Bond 2014, Proposition 2 was approved by voters and provides TxDOT participation funds for joint projects the City will undertake such as the Strategic Integration (Travel Demand Model) Feasibility Study (“Project”); and

WHEREAS, the RTA has a need and interest in participating in the Project to enhance their long-range planning process;

NOW, THEREFORE, BE IT AGREED BY THE REGIONAL TRANSPORTATION AUTHORITY AND THE CITY OF CORPUS CHRISTI, TEXAS:

1. Scope of Work. The City agrees to a joint partner with the Regional Transportation Authority and TxDOT in the Project.

2. Contracting. The City shall handle all contracting and project management in connection with the Scope of Work through its public works department.

3. RTA Participation. The RTA agrees to pay to the City an amount not to exceed \$55,200.00 as its portion of the total costs to be incurred by the City in completion of the Scope of Work. The parties acknowledge that the cost estimate provided in the Scope of Work is an estimate only, but nothing herein shall obligate the RTA to pay more than \$55,200.00 in connection with the completion of the Scope of Work.

4. City Participation. The City agrees to provide an amount not to exceed \$55,200.00 as its portion of the total costs to be incurred in completion of the Scope of Work. The parties acknowledge that the cost estimate provided in the Scope of Work is an estimate only, but nothing herein shall obligate the City to provide more than \$55,200.00 in connection with the completion of the Scope of Work.

5. Payment Based on the Advanced Funding Agreement. The City stipulates that the TxDOT Advanced Funding Agreement provides a budget of the not to exceed costs to be incurred in connection with the project under the Scope of Work. The RTA agrees to pay to the

City the actual not to exceed amount of \$55,200.00, such payment to be made no later than 45 days following the execution of the Notice to Proceed.

6. Term of Agreement. This Agreement shall be for a term of approximately one year with the project to be completed by December 31, 2017.

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

8. Disadvantaged Business Enterprises. The City agrees to include such provisions in its construction documents as are reasonably required by TxDOT such as those that promote the use of disadvantaged business enterprises in connection with the construction of said improvements and comply with Title VI of the Civil Rights Act.

9. 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.

CITY: City of Corpus Christi
Attn: Executive Director of Public Works
P.O. Box 9277
Corpus Christi, Texas 78469-9277

RTA: CEO
Regional Transportation Authority
5658 Bear Lane
Corpus Christi, Texas 78405

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

11. 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.

12. Entire Agreement. This Agreement shall be binding on and inure to the benefit of the parties to this 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, as required by the Act.

CITY OF CORPUS CHRISTI

**CORPUS CHRISTI REGIONAL
TRANSPORTATION AUTHORITY**

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



Jorge Cruz-Aedo, CEO (Date)
10/26/16

ATTEST:

Rebecca Huerta (Date)
City Secretary

APPROVED AS TO LEGAL FORM:

Assistant City Attorney (Date)