

INTERLOCAL AGREEMENT WITH CORPUS CHRISTI METROPOLITAN PLANNING ORGANIZATION FOR TECHNICAL SERVICES

This Interlocal Agreement ("Agreement") is entered into by and between the City of Corpus Christi, Texas ("City") and the Corpus Christi Metropolitan Planning Organization ("MPO").

Recitals

Whereas, the MPO is required to broadcast on the Internet live video and audio of each open meeting held by its policy board, the Transportation Policy Committee (TPC), effective September 1, 2015 according to the amended Senate Bill 1237;

Whereas, the meetings of the MPO TPC are held at the City Council Chambers on a routine basis with adequate equipment and technical services available for the MPO to accomplish its purpose;

Whereas, the City desires to assist the MPO by providing technical services in the interest of keeping the public informed regarding area MPO transportation planning.

NOW, THEREFORE in consideration of the mutual covenants in this Agreement, the undersigned parties (the "Parties"), authorized by appropriate actions of their governing bodies, hereby agree as follows, in accordance with and subject to the Texas Interlocal Cooperation Act, Chapter 791 of the Texas Government Code:

1. Purpose. The purpose of this Agreement is to set out the procedures whereby the City and MPO agree on terms for providing technical services.

2. Duties of the City. The City will provide the following services ("Services") to the MPO:

A. Live broadcast on both the municipal television channel and Internet stream of the MPO TPC meetings. The live stream does not include integration with City agenda management software.

B. Rebroadcast meetings in a regular time slot at a minimum of three times per month.

C. Create a professional graphics package for the meeting to include open, close and agenda descriptions.

D. Provide the MPO with one DVD copy of the meeting for archive purposes. The City does not post videos of meetings online or provide archive services.

E. Work cooperatively with the MPO to address any broadcast concerns.

3. Payment to City for Services.

A. The City shall bill MPO for technical services provided under this Agreement at rate of \$75 per hour for the live broadcast.

B. The City shall invoicing MPO on a semi-annual basis and mail the invoices to: 5151 Flynn Parkway, Suite 404, Corpus Christi, TX 78411-4318.

C. MPO shall issue payment to City within 30 days of receipt of invoice.

4. Duties of the MPO. The MPO will:

A. Provide a scheduled listing of MPO meetings requiring technical services with at least one week advance notice unless deemed an emergency.

B. Notify the City Communication Department of meetings at least 72 hours in advance in the case of an emergency meeting.

C. Approve all meeting graphics in advance of the first scheduled meeting at the beginning of the fiscal year.

D. Upload and prepare presentations at least 20 minutes in advance to any broadcast.

E. Coordinate with MPO members to address issues during the meeting including usage of microphones, presentations or public comment.

F. Work cooperatively with the City Communication Department to address any broadcast concerns.

5. Expending Funds. Each Party which performs services under this AGREEMENT will do so with funds available from current revenues of the Party.

6. Term of Agreement. This Agreement takes effect once approved by all Parties. This Agreement shall be for a term of one year, and shall be automatically renewed annually, unless any party terminates participation by giving at least two (2) weeks written notice to the other party.

7. Entire Agreement. This Agreement, represents the entire Agreement between the Parties regarding the Services to be provided by the City.

8. Severability. If any provision of this Agreement is held invalid for any reason, the invalidity does not affect other provisions of the Agreement, which can be given effect without the invalid provision. To this end the remaining provisions of this Agreement are severable and continue in full force and effect.

9. Immunity not Waived. Nothing in this Agreement is intended, nor may it be deemed, to waive any governmental, official, or other immunity or defense of any of

the Parties or their officers, employees, representatives, and agents as a result of the execution of this Agreement and the performance of the covenants contained in this Agreement.

10. Civil Liability to Third Parties. Each Party will be responsible for any civil liability for its own actions under this Agreement, and will determine what level, if any, of insurance or self-insurance it should maintain for such situations.

11. Amendments to Agreement.

A. This Agreement may not be amended except by written Agreement approved by the governing bodies of the Parties.


B. 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.

CITY OF CORPUS CHRISTI, TEXAS

Margie C. Rose
Deputy City Manager

Date:

CORPUS CHRISTI METROPOLIATION PLANNING ORGANIZATION



Jeff Pollack, AICP
Transportation Planning Director



Date: