

**INTERLOCAL COOPERATION AGREEMENT  
BETWEEN TEXAS A & M UNIVERSITY -- CORPUS CHRISTI  
AND THE CITY OF CORPUS CHRISTI REGARDING ONGOING  
COMMUNITY NEEDS ASSESSMENTS**

**WHEREAS**, Texas A & M University -- Corpus Christi ("TAMUCC") and the City of Corpus Christi ("City") are authorized by Chapter 791 of the Texas Government Code to enter into an interlocal cooperation contract;

**WHEREAS**, in Resolution 027467, the Corpus Christi City Council adopted the National League of Cities' Platform format for Strengthening Families and Improving Outcomes for Children and Youth, and established the essential platform components for a sustained community effort to achieve the Platform's objectives;

**WHEREAS**, the platform objectives included the funding of the Texas A&M University Social Science Research Center or like entity to complete ongoing community wide assessments for needs and assets, interpret the data and define priorities;

**NOW, THEREFORE**, the parties hereto agree as follows:

- 1. PURPOSE.** The purpose of this Agreement is for TAMU-CC Social Science Research Center to complete ongoing community wide assessments for needs and assets, interpret the data and define priorities as described in the Resolution No. 027467.
- 2. STATEMENT OF WORK.** TAMUCC agrees to perform all services as outlined Exhibit A, and projects that the City will receive all required reports and data described in Exhibit A, no later than August 31, 2013.
- 3. PRINCIPALS.** The work will be supervised by Philip W. Rhoades, Ph.D. Professor of Criminal Justice and Regents, Director of the Social Science Research Center. If, for any reason, he is unable to continue to serve, and a successor acceptable to both TAMUCC and the City is not available, this agreement shall be terminated as provided herein.
- 4. PERIOD OF PERFORMANCE.** The work described in Exhibit A shall be conducted through August 31, 2013 or until all required reports and data have been accepted by the City, whichever date is earlier.
- 5. PRICE AND PAYMENT.**
  - a. Funding for this project in the amount of \$22,870.08 shall be provided by Parks, Arts, Leisure and Senior Fund, Inc., pursuant to the attached letter marked Exhibit C.
  - b. TAMUCC agrees to provide additional funding for the completion of this agreement up to Six thousand seventy-seven dollars and four cents (\$6,077.04).

c. If additional funds become available to either party, the City Asst. Director of Parks and Recreation and TAMUCC Director of Social Science Research Center may execute amendments to this Interlocal Agreement to utilize the additional funds for additional components of the community assessment.

d. The Parties agree that all expenditures under this agreement shall be paid with current revenues of the paying party.

e. The parties acknowledge that continuation of this agreement beyond current fiscal year is subject to annual budget process and appropriation of funds.

f. Invoices for compensation shall be submitted to the following address:

City of Corpus Christi  
Attn: Reba George, Parks and Recreation  
P.O. Box 9277  
Corpus Christi, TX, 78469-9277

g. The initial budget for this contract is shown on Exhibit B.

**6. DELIVERABLES.** The deliverables required under this agreement are specified in the Exhibit A. The City retains ownership of all deliverables provided under this Agreement. The City grants TAMUCC the right to utilize the deliverables provided under this Agreement for the purposes of research, instruction, and public education, with appropriate citation to the City of Corpus Christi as the initial funding source. TAMUCC is authorized to freely distribute the deliverables at no cost to third parties, so long as the deliverables are marked with following City of Corpus Christi copyright information on each page in size 12 font or larger: "Copyright City of Corpus Christi, Texas; All rights reserved."

**7. TERMINATION.** Performance under this agreement may be terminated by the City with or without cause upon sixty days written notice. Performance may be terminated by TAMUCC, if circumstances beyond its control preclude continuation of the program. Upon termination without cause, TAMUCC will be reimbursed as specified in Paragraph 5 of all costs and non-cancelable commitments incurred in the performance of the program, that are reimbursable under the Grant.

**8. NOTICES.** All notices to parties under this Agreement shall be in writing and sent to the names and address stated below. Either party to the Agreement may change the name and address by notice to the other in accordance herewith, and any change shall take effect immediately upon receipt of the notice.

TAMUCC

Texas A & M University - Corpus Christi  
6300 Ocean Drive, #5853  
Corpus Christi, TX., 78412  
Attn: Dr. Philip W. Rhoades, Director, Social Science Research Center

Telephone: (361) 825-2637  
Fax: (361) 825-3762

**CITY**

City of Corpus Christi  
Attn: Stacie Talbert, Assistant Director of Parks and Recreation  
P.O. Box 9277  
Corpus Christi, TX., 78469  
Telephone: (361) 826-3466

**9. LIABILITY.** It is understood that City shall not be liable for any claims against TAMUCC, its employees, or third persons, other than City's employees, for damage resulting from or arising out of the activities of TAMUCC personnel under this Agreement, and TAMUCC agrees, to the extent permitted by Section 49, Article III of the Constitution of the State of Texas, to hold City harmless from any and all claims. It is also understood that TAMUCC shall not be held liable for any claims against City's employees, of damage resulting from or arising out of activities of the City, its employees, or third persons, other than TAMUCC employees, and City agrees, to the extent permitted by Section 49, Article III of the Constitution of the State of Texas, to hold TAMUCC harmless from any and all claims.

**10. INDEPENDENT CONTRACTOR.** For the purposes of the agreement and all services to be provided under this agreement, the parties shall be, and shall be deemed to be, independent contractors and not agents or employees of the other party. Neither party shall have authority to make any statements, representations or commitments of any kind, or to take any action which shall be binding on the other party, except as may be explicitly provided for in this agreement or authorized in writing.

**11. AMENDMENTS AUTHORIZED.**

The representatives who were authorized to sign this agreement are authorized to execute minor amendments to this agreement, such as changes in deadlines and minor changes in the scope of work.

**12. SEVERABILITY.** If any of the provisions of the agreement in the application thereof to any person or circumstance, is rendered or declared illegal for any reason, or shall be invalid or unenforceable, the remainder of the agreement and the application of the provision to other persons or circumstances shall not be affected thereby, but shall be enforced to the greatest extent by applicable law. The City and TAMUCC agree that this agreement shall be reformed to replace the stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

**13. DISPUTE RESOLUTION PROCESS.**

a. To the extent applicable, the dispute resolution procedures provided in Chapter 2260 of the Texas Government Code will be used to resolve contract claims under this contract.

b. If the Chapter 2260 procedures are utilized both parties agree that the TCEQ may intervene in the proceedings as an interested party.

c. The Director of Purchasing, TAMUCC, is designated as the officer designated under §2260.052, Texas Government Code, to examine claims and counterclaims, negotiate, and resolve any claims on behalf of TAMUCC.

**14. VENUE.** TAMUCC acknowledges and agrees that because this agreement has been executed, and will be administered in Nueces County, Texas, the agreement is to be performed in Nueces County. TAMUCC acknowledges and agrees that any permissible cause of action involving this agreement will arise solely in Nueces County. If a legal action related to this claim is permissible and there are two (2) or more counties of proper venue under the rules of mandatory, general, or permissive venue, and one of the counties is Nueces County, TAMUCC agrees to venue in Nueces County. This provision does not waive the City's sovereign immunity.

**15. MISCELLANEOUS.** This agreement constitutes the entire agreement between the parties relative to the subject matter, and may only be modified or amended by a written agreement signed by both parties. It shall be construed in accordance with the laws of the State of Texas.

**IN WITNESS WHEREOF,** the parties have caused this agreement to be executed by their authorized representative.

TEXAS A & M UNIVERSITY -- CORPUS CHRISTI

By: *Maria Lopez*  
**Dr. Luis Cifuentes**  
Vice President for Research,  
Commercialization and Outreach

Date: 11-2-12

Date: \_\_\_\_\_

CITY OF CORPUS CHRISTI

ATTEST

\_\_\_\_\_  
Armando Chapa  
City Secretary

By: \_\_\_\_\_  
Ronald L. Olson  
City Manager

APPROVED AS TO FORM:  
This \_\_\_\_ day of \_\_\_\_\_, 2012

\_\_\_\_\_  
Lisa Aguilar  
Assistant City Attorney  
For City Attorney

### Exhibit A - Work to be Performed and Deliverables

1. The Risk Factor Data File from the 2009-2010 CCY Data Project would be updated.
2. The Nueces County Data file from the 2009-2010 CCY Data Project would be updated.
3. The PowerPoint slide file that reflects a three to five year image of the data in items 1. and 2. above would be updated.
4. The Data File and PowerPoint file would be placed on appropriate web-sites and would be available from the SSRC on CD.
5. Where data are available, they would be collected by postal zip codes or by census blocks/tracts.
6. The set of 7 fact sheets produced for the CCY Data Project 2009-2010 would be updated. Additional fact sheets would be produced as appropriate after consultation with the CCY
7. Presentations would be available to community groups during the project year and would be supported with fact sheets toward the latter part of the project year.
8. The 2010 summary narrative of limited scope will be updated from an analysis of the risk and protective factor data.
9. The 2010 summary narrative of limited scope will be produced from an analysis of the Nueces County data file.
10. A narrative that describes the uses of the data and the project's products will be created as either an addition to the narratives in 8 and 9 above or as a separate document.
11. All data files, slide file, fact sheets, and reports would be available in electronic form, on CD, and on the SSRC web-site.
12. Oral progress reports would be made to the Commission at its meetings as desired.

Dr. P. Rhoades, as Principle Investigator, would supervise the project year round. Two (2) student research assistants would be hired, trained, and supervised to perform most of the day to day tasks.

The Project will be supported by the facilities and equipment of the Texas A&M University- Corpus Christi Social Science and Research Center.

Exhibit B  
Initial Budget

	PALS Funds	TAMUCC Funds
PI Rhoades (.25 time summer)	\$6,530.00	
Fringe	\$1,600.00	
Research Assistant 1: 660 hours @ \$12/hour	\$7,920.00	
Fringe	\$ 182.72	
Research Assistant 2: 660 hours @ \$12/hour	\$1,980.00	\$5,940.00
Fringe	\$ 45.68	\$ 137.04
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M&O, office supplies, telephone	\$ 800.00	
Indirect costs (.20 direct costs)	\$ 3,811.68	
TOTAL	\$22,870.08	\$6,077.04
	PROJECT TOTAL: \$28,947.12	

Exhibit C

**Parks Arts Leisure and Seniors (P.A.L.S.) Fund**

October 15, 2012

City of Corpus Christi  
1201 Leopard  
Corpus Christi, Texas 78401

Subject: Payment for Data Collection Project

To whom it may concern:

The Parks Arts Leisure and Seniors (P.A.L.S.) Fund will provide the \$22,870.08 in funding for the data collection project outlined in the agreement between the City of Corpus Christi and the Social Science Research Center at Texas A&M University-Corpus Christi.

P.A.L.S. Fund is a 501(c)(3) as recognized by the Internal Revenue Code (Federal Tax ID number 74-2693345).

Sincerely,



Michael Morris, Director  
Parks and Recreation Department

**P.O. Box 9277, Corpus Christi, Texas 78469**

*P.A.L.S. Fund is exempt from Federal income tax under section 501 (c) of the Internal Revenue Code as an organization described in section 501 (c)(3).*