

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is made by and between the City of Corpus Christi ("Corpus Christi"), a Texas municipal corporation and home rule city, the City of Kingsville, ("Kingsville") a Texas municipal corporation and home rule city, the City of Port Aransas, ("Port Aransas"), the City of Portland, ("Portland"), the City of Rockport, ("Rockport"), San Patricio County, Texas ("San Patricio"), Nueces County, Texas ("Nueces"), the Regional Transportation Authority ("RTA"), a metropolitan transit authority under Article 1118x, V.A.T.S. and the Corpus Christi Port Authority of Nueces County ("Port"). The collective parties shall be known as the Coastal Bend Regional Public Safety Radio Coalition, ("The Coalition").

- A. This MOU is for planning purposes only and is not intended to constitute a legally binding or enforceable agreement or commitment on the parties.
- B. **Purpose.** The purpose of this MOU is to memorialize the willingness and intent of the respective members of the Coalition to collaborate to develop a master plan to address coverage, infrastructure, connectivity, redundancy, prioritization, governance, and security for a radio system that will be utilized across multiple member jurisdictions. Any resulting master plan will be presented to each governing body for review and further action as appropriate.
- C. **Designees.** Each member of the Coalition will designate a representative ("Designee") to attend Coalition meetings, which will meet as frequently as needed.
- D. **Good Faith Negotiations.** The members of the Coalition shall collaborate in good faith and use their best efforts to develop a master plan as described above.
- E. **Costs.** No costs are anticipated under this MOU, save and except for any cost associated with each Designee's participation in the Coalition and attendance to related meetings. The governing entity for such Designee shall each be responsible for their individual designee's costs. Each party is responsible for paying all costs of services to be provided by their Designee pursuant to this MOU. This MOU does not require the payment of funds from any party to another party for the services to be provided under this MOU. The parties do acknowledge that all of their own obligations pursuant to the terms of this Agreement shall be met from current revenues available to the parties, and that any future obligations are subject to appropriations.
- F. **Term.** This MOU shall become effective upon the last date of the last signature below and shall remain in full force and effect until a master plan as described above in Paragraph B is developed and presented for approval to the respective governing bodies. Any party may withdraw from participating in this MOU by providing thirty (30) days written notice. Withdrawal by any one Coalition member does not affect the continued operation of this MOU between and among the remaining Coalition members.
- G. **Amendments.** This MOU may be amended/modified in writing, and only by mutual agreement of all parties.
- H. **Notice.** Notice must be given by certified mail and is deemed received on the third day after deposit in the U.S. mail. Notice shall be addressed as follows:

City of Corpus Christi

Attn: Peter Zanoni, City Manager
P.O. Box 9277
Corpus Christi, Texas 78469

City of Portland

Attn: Randy L. Wright, City Manager
1900 Billy G. Webb Dr.
Portland, Texas 78374

City of Kingsville

Attn: Mark McLaughlin, City Manager
PO Box 1458
Kingsville, Texas 78364

City of Rockport

Attn: Kevin Carruth, City Manager
2751 SH 35 N Bypass
Rockport, Texas 78382

City of Port Aransas

Attn: David Parsons, City Manager
710 West Avenue A
Port Aransas, Texas 78373

San Patricio County

Attn: David Krebs, County Judge
400 W. Sinton St., Room 109
Sinton, Texas 78387

Nueces County

Attn: Barbara Canales, County Judge
901 Leopard St., 3rd Floor, Room 303
Corpus Christi, Texas 78401

Corpus Christi Regional Transportation Authority

Attn: David Chapa, Director of IT
602 N. Staples St.
Corpus Christi, Texas 78401

Port of Corpus Christi Authority

Attn: Sean Strawbridge, Chief Executive Office
222 Power Street
Corpus Christi, Texas 78401

- I. **Assignment.** No party shall assign, sublet or transfer its interests in this Agreement without the prior written consent of the other parties.
- J. **No Waiver.** Nothing in this MOU 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 MOU and the performance of the terms contained in this MOU.
- K. **Entire Agreement.** This MOU represents the entire agreement between the parties. Any oral representations or modifications concerning this Agreement shall be of no force or effect unless contained in a subsequent writing signed by both parties. By their signatures below, the parties accept the terms of this Agreement in full.

City of Corpus Christi

By: _____

City Manager

Date: _____

City of Portland

By: _____

City Manager

Date: _____

City of Kingsville

By: _____

City Manager

Date: _____

City of Port Aransas

By: _____

City Manager

Date: _____

Nueces County

By: _____

County Judge

Date: _____

Port of Corpus Christi Authority

By: _____

Date: _____

City of Rockport

By: _____

City Manager

Date: _____

San Patricio County

By: _____

County Judge

Date: _____

Corpus Christi Regional Transportation Authority

By: _____

Date: _____