

INTERLOCAL AGREEMENT
BETWEEN CITY OF CORPUS CHRISTI AND NUECES COUNTY

STATE OF TEXAS *
 * **KNOW ALL MEN BY THESE PRESENTS**
COUNTY OF TEXAS *

This Agreement entered into on the date of its execution as set forth below by and between City of Corpus Christi (“City”), 1201 Leopard Street, Corpus Christi, Texas 78401, a home-rule municipality, and Nueces County (“County”), 901 Leopard Street, Room 303, Corpus Christi, Texas 78401, a political subdivision of the State of Texas.

WITNESSETH:

WHEREAS, the County experiences a high number of domestic violence incidences; and

WHEREAS, the District Attorney for the 105th Judicial District was invited to apply for a Violence Against Women Formula grant from the Office of the Governor, Criminal Justice Division to assist in the prosecution of domestic violence cases; and

WHEREAS, on January 29, 2014, the Commissioners Court of the County adopted a resolution authorizing the submission of a grant application for a Violence Against Women Formula grant in the amount of \$73,669.24 for the purchase of 78 body cameras for use by the Corpus Christi Police Department; and

WHEREAS, by letter dated March 3, 2014, the County was notified by the Governor’s Office that it had received the grant, which was accepted at the March 19, 2014 Commissioners Court meeting; and

WHEREAS, on March 19, 2014, the Commissioners Court of the County approved HGAC Buy Contract purchase of 78 Viewu LE2 (LE3 in lieu of LE2) body cameras, including wall adapters, USB Cables, Spring Clips and Pin Clips used with the body cameras, for use by Corpus Christi police officers from COBAN Technologies, Inc.; and

WHEREAS, Chapter 791 of the Texas Government Code, as amended authorizes contracts between local governmental agencies to perform governmental functions and services such as police protection as set out in § 791.003 (3)(A);

NOW, THEREFORE, for and in consideration and exchange of mutual covenants and conditions contained herein the City and the County agree as follows:

I.

The County agrees to use the Violence Against Women Formula grant received by the County to purchase 78 body cameras, maintenance, support and upgrades from COBAN Technologies, Inc. in the amount of \$72,930.00 for use by the Corpus Christi Police Department.

II.

In consideration of the purchase of the 78 body cameras by the County under this Agreement, the City will require its police officers issued body cameras to use the body cameras when responding to domestic violence cases. The use of the body cameras will assist in the prosecution of domestic violence cases.

III.

The term of this Agreement begins on the date of its execution below and will continue for one year after the date of execution. All payments made pursuant to this Agreement shall be made from current revenues.

IV.

The 78 body cameras remain the property of the County and upon termination of this Agreement the City will surrender possession of all body cameras and accessories in the City's possession to the County. Accessories include wall adapters, USB Cables, Spring Clips and Pin Clips used with the body cameras. The City will not be responsible for body cameras or accessories that are lost, damaged or stolen, but will promptly report such loss, damage, or theft to the County as well as provide any documentation regarding such as may be requested by the County. Any non-functioning cameras with accessories will be returned to the County at the time they cease functioning.

V.

During the term of this Agreement, the City is not responsible for maintenance not provided by COBAN Technologies, Inc., under agreement with the County, of the body cameras and associated equipment.

VI.

The City will cooperate with any audit of equipment required by the County or Governor's Criminal Justice Division, the source of the grant, as well as any other grant requirements.

VII.

The City will submit an annual report to the County indicating number of body cameras in use.

VIII.

The City represents that it has the necessary hardware and software to download any video taken from the body cameras and will provide DVDs of videos taken to the District Attorney, at no charge for investigation, prosecution, or other law enforcement requirements.

IX.

This Agreement may be amended by mutual consent of the parties. Any amendment must be in writing and signed by both parties to be effective.

X.

In case any one or more of the provisions contained in this Agreement is for any reason held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability will not affect any other provision thereof and this Agreement will be construed as if such invalid, illegal or unenforceable provision had never been contained in this Agreement.

XI.

All notices pursuant to this Agreement will be deemed given when, either delivered in person or deposited in the United States mail, return receipt requested, addressed to the appropriate party at the following addresses:

If to the County: County Judge
Nueces County Courthouse, Room 303
901 Leopard Street
Corpus Christi, Texas 78401

If to the City: Mr. Ronald L. Olson, City Manager
1201 Leopard Street
Corpus Christi, Texas 78401

XII.

Neither the City nor the County waives any immunity from liability afforded under law.

XIII.

The undersigned signatories hereby represent and warrant that they are officers and that they have full and complete authority to enter into this Agreement.

WITNESS our hands on this _____ day of _____ 2014.

CITY OF CORPUS CHRISTI

NUECES COUNTY

By: _____
Ronald L. Olson
City Manager

By: _____
Samuel Loyd Neal, Jr.
County Judge

ATTEST:

Rebecca Huerta
City Secretary

ATTEST:

Diana T. Barrera
County Clerk

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Buck Brice
Assistant City Attorney
For City Attorney

Laura Garza Jimenez
County Attorney