

**INTERLOCAL AGREEMENT
(Street Maintenance Program)**

This Interlocal Agreement is made between Regional Transportation Authority in Corpus Christi, Texas ("RTA"), a metropolitan transit authority operating under Chapter 451 of the Texas Transportation Code, and the City of Corpus Christi, Texas, ("City"), a municipal corporation.

WHEREAS, the RTA has provided a Street Improvement Program (the "Street Improvement Program" or the "Program") since the RTA's creation in 1985, to provide financial assistance for street projects to local governmental entities; and

WHEREAS, the RTA desires to increase funding based upon sales tax revenues and provide for a more efficient process in funding street projects;

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

1. Proposals Under Program. No later than February 1 of each year during the term of this Agreement, the City shall submit a request specifying the street maintenance projects (the "Projects") which are eligible for consideration for funding under the Program. RTA shall review the proposals submitted by all governmental entities in the RTA's service area and develop a list of priorities of the Projects based on the transportation needs of the RTA and the transportation needs of the City. The RTA staff and the staff of the City shall work diligently to develop a final list of Projects to be funded under this Program. To the extent feasible, the City shall coordinate with overlapping jurisdictions any Projects which will maximize the impact of RTA's Program.

2. Funding. The RTA is allocating a percentage of its sales tax receipts for funding the new Program, said amount to be allocated among all participating governmental units based upon an allocation formula developed by the RTA. The RTA's actual funding for the Program for each fiscal year shall be based on the amount budgeted for the Street Improvement Program adopted for the fiscal year. The projected funding for fiscal year 2013 under this Agreement is \$2,281,891.00.

3. Eligible Street Projects. The Projects eligible for funding shall include any street projects permitted under Chapter 451 of the Texas Transportation Code. The City may seek for inclusion as an eligible Project, Projects which would be wholly-funded by the RTA and Projects which may be partially-funded by RTA. The parties agree that the City intends to use the funds for overlays and sealcoat projects which would alter the construction of roadways utilized by the RTA as authorized under Chapter 451. Any Projects involving the construction of bus pads or ADA accessibility improvements shall be funded separately either by the RTA or the City acting independently or based on their mutual agreement.

4. Completion of Projects. Upon approval of the Projects by the RTA, the RTA shall provide funding by remitting payment directly to City as and when the expenses are incurred, subject to the maximum funding authorized under this Agreement. The City agrees to diligently proceed with the completion of the approved Projects upon the receipt of funding. Upon the

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completion of the Projects, the City shall invoice the RTA for the amounts payable under this Agreement showing the actual expenditures made by the City in connection with the Projects and the amount payable by the RTA. The RTA shall make payment within thirty (30) days of the receipt of the invoice subject to the requirements of this Agreement.

5. Signage. All Projects funded by the RTA will be identified as an RTA-funded Project through construction signs or other signage located at the site of the Project. Such signs shall be provided by the RTA and maintained by the City on the construction sites throughout the project, but at least a minimum of seven (7) days in the event the project takes less than seven (7) days to complete.

6. Reporting. Within ninety (90) days following the end of each year of this Agreement, the City shall report to the RTA on any Projects that have not been completed by the time the report is made and indicate the status of the Projects and the estimated time of completion. The report shall be supplemented by the City upon completion of the Project by the submission of the invoice showing the actual amount of expenditures made and amount payable by the RTA.

7. Term and Renewal. This Agreement shall be for an initial term of one year. This agreement is subject to automatic renewal unless terminated as provided herein. Notice of termination shall be given upon 90 days advance written notice. Any such notice of termination shall be given to each of the parties to this Agreement in accordance with the notice provisions provided below.

8. Additional Projects. Nothing in this Agreement shall prevent the RTA and the City from entering into other agreements for the completion of street projects or other transportation-related projects of mutual interest outside the terms of this Agreement or entering into multi-year programs for major projects.

9. Payments. Any payment made by the RTA for any of the services provided pursuant to this Agreement shall be made out of current revenues available to the RTA as required by the Inter-local 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.

10. Federal Provisions. The City agrees to include such provisions in its construction documents as reasonably required by the RTA in order to meet the requirements of the federal government for providing federal transit assistance. The City agrees to comply with Title VI of the Civil Rights Act in its determination of projects funded under this Agreement. The RTA shall review all projects to ensure compliance with Title VI of the Civil Rights Act.

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. 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.

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

CITY: City of Corpus Christi
P.O. Box 9277
Corpus Christi, Texas 78469-9277
Attn: City Manager

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

14. Entire 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.

15. Assignment. This Agreement shall be binding on and inure to the benefit of the parties to this Agreement and their respective successors and permitted assigns. This Agreement may not be assigned by any party without the written consent of all of the other parties.

16. Inter-local Cooperation Act. This Agreement is subject to the terms and provisions of the Texas Inter-local Cooperation Act, codified as Chapter 791 of the Texas Local Government Code. Further, each party represents that this agreement has been duly passed and approved by its governing body, as required by the Act.

17. Replacement of 2001 Agreement. This Interlocal Agreement for street improvement funds between the RTA and the City shall replace the 2001 Interlocal Agreement for street improvement funds between the RTA and the City in its entirety. The funding in this Interlocal Agreement includes the funding provided in that original Agreement between the City and the RTA dated as of November 26, 1985.


Executed this 6th day of June, 2013.

CORPUS CHRISTI REGIONAL
TRANSPORTATION AUTHORITY

CITY OF CORPUS CHRISTI

By: 
Scott Neeley, CEO

By: 
Ronald L. Olson, City Manager

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BY COUNCIL 5/28/13

SECRETARY