

**INTERLOCAL COOPERATION AGREEMENT
BETWEEN THE CITY OF CORPUS CHRISTI,
REGIONAL TRANSPORTATION AUTHORITY AND
COUNTY OF NUECES**

RADIO SYSTEM CONSULTING SERVICES FOR POLICE

This Interlocal Cooperation Agreement ("Agreement") is made by and between the City of Corpus Christi, Texas ("City"), a Texas home-rule municipal corporation, the Regional Transportation Authority ("RTA"), a metropolitan transit authority under Article 1118x, V.A.T.S., the County of Nueces ("County"), a political subdivision of the State of Texas, and the City of Driscoll, Texas ("Driscoll"), a Texas general law city, each acting herein by and through its duly authorized official, effective for all purposes upon the execution by all parties.

WHEREAS, the City and RTA are parties to an Interlocal Cooperation Agreement dated September 23, 1991 (the "Radio Communications System Interlocal Agreement"), providing for the development and operation of an advanced 800 MHz public safety trunked radio system ("Radio System"); and

WHEREAS, the City, RTA, and County are parties to an Interlocal Cooperation Agreement dated February 4, 1994 (the "Radio System Participation Agreement"), being the first amendment to the Radio Communications System Interlocal Agreement;

WHEREAS, the radio system evaluation committee has selected Trott Communications to serve as the public safety radio consultant.

WHEREAS, the City, RTA and County wish to divide the costs evenly among the entities.

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

1. **SCOPE OF WORK.** The City, RTA and County agree to joint partners for the payment of Trott Communications as part of their role as public safety radio system consultant.
2. **RTA PARTICIPATION.** The RTA agrees to pay Trott Communications in the amount of \$43,003.33 for its part of the Professional Services Agreement.
3. **CITY PARTICIPATION.** The City agrees to pay Trott Communications in the amount of \$43,003.34 for its part of the Professional Services Agreement.
4. **COUNTY PARTICIPATION.** The County agrees to pay Trott Communications in the amount of \$43,003.33 for its part of the Professional Services Agreement.

5. **PERIOD OF PERFORMANCE.** This agreement shall continue until such time as the work outlined in the RFP, including its exhibits and addendums has been completed.
6. **PAYMENTS.** Any payment made by the City, RTA, or County for any of the services provided pursuant to this Agreement shall be made out of current revenues available to such parties as required by the Interlocal Cooperation Act. All funding obligations of the RTA, City, and County under this agreement are subject to the appropriation funds by each entity in its annual budget.
7. **NOTICES.** All notices to parties under this Agreement shall be in writing and sent to the names and address states 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.

CITY:

Keith Selman, Interim City Manager
1201 Leopard Street
Corpus Christi, Texas 78401

With a copy to:

Mike Markle, Chief of Police
Corpus Christi Police Department
321 John Sartain
Corpus Christi, Texas 78401

COUNTY:

Barbara Canales, County Judge
Nueces County Courthouse
901 Leopard Street, Room 303
Corpus Christi, Texas 78401

RTA:

Jorge Cruz-Aedo, Chief Executive Officer
Regional Transportation authority
602 North Staples
Corpus Christi, Texas 78401

8. **AMENDMENTS AUTHORIZED.** The representatives who were authorized to sign this agreement are authorized to execute minor amendments to his agreement, to extend deadlines or minor changes in the scope of work.
9. **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, County, and RTA 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.

10. **DISPUTE RESOLUTION PROCESS.** 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.

11. **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.

12. **INTERLOCAL COOPERATION ACT.** This agreement is subject to the terms and provisions of the Texas Interlocal Cooperation Act, codified as Chapter 791 of the Texas Government Code. Further, each party represents that this agreement has been duly passed and approved by its governing body, as required by the Act.

CORPUS CHRISTI REGIONAL TRANSPORTATION AUTHORITY

By: _____
Name: Jorge Cruz-Aedo
Title: Chief Executive Officer
Date: _____

COUNTY OF NUECES

By: _____
Name: Barbara Canales
Title: County Judge
Date: _____

CITY OF CORPUS CHRISTI

ATTEST

Rebecca Huerta
City Secretary

By: _____
Samuel Keith Selman
City Manager

APPROVED AS TO FORM:

This ____ day of _____ 2019

Gabriel A. Rodriguez, Assistant City Attorney
For City Attorney