

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

RADIO SYSTEM P25 UPGRADE

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., and the County of Nueces ("County"), a political subdivision of the State of Texas, 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 will be upgraded to P25 radio technology. This includes towers, electronics, microwave, data circuits and support equipment and software.

WHEREAS, the estimated cost for this P25 radio upgraded is \$3,200,000 the City, RTA and County wish to divide the costs based on radio percentages.

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 P25 radio upgrade. The City will be performing the upgrade to P25 standard which includes software, antennas, generators, communication equipment, radio equipment, shelters, microwaves, and back up communication circuits. The County and RTA are not obligated to any performance other than financial support as agreed in this agreement.
2. **RTA PARTICIPATION.** The RTA agrees to pay up to \$192,000, 6% of the \$3,200,000 P25 estimated radio upgrade cost.
3. **CITY PARTICIPATION.** The City agrees to pay up to \$2,400,000, 75% of \$3,200,000 P25 estimated radio upgrade cost.

4. **COUNTY PARTICIPATION.** The County agrees to pay up to \$608,000, 19% of \$3,200,000 estimated P25 radio upgrade cost.
5. **PERIOD OF PERFORMANCE.** This agreement shall continue until such time as the P25 radio upgrade has been completed. The estimated completion date of the P25 radio upgrade is eighteen months from final execution of this agreement.
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.

RTA shall make payments incrementally to the City based upon completed Milestones of the project. Payment Milestones will be presented for review and mutual agreement within 45 days of execution of this agreement.

A project schedule and milestones shall be prepared and presented to all parties upon 45 days of execution of this agreement.

County will make quarterly payments to City. Payments will occur as follows:

- \$202,666.66 by June 30, 2021,
- \$202,666.67 by September 30, 2021, and
- \$202,666.67 by December 31, 2021 (Final Payment).

The Final Payment amount may be adjusted to be less should expenses at that time indicate the County has reached its agreed percentage amount (19%) of the P25 radio upgrade cost. If upon final completion of the P25 radio upgrade project it should be determined that County paid more than 19% of the total project upgrade City shall reimburse such overage amount after project completion, upon written request by the County. This paragraph survives termination of this agreement.

City agrees to provide documentation detailing expenses for this P25 radio upgrade project.

7. **NOTICES.** All notices to parties under this Agreement shall be in writing and sent to the names and addresses 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.

CITY:

Peter Zanoni, 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 amendments to this agreement, as indicated in paragraph 11. Any increases in expenditures will be subject to approval and appropriation by the City Council, County Commissioner's Court, and RTA Board of Directors, respectively.
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 all 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: _____
Peter Zaroni
City Manager

APPROVED AS TO FORM:
This ____ day of _____ 2020

Gabriel A. Rodriguez, Assistant City Attorney
For City Attorney