

**Interlocal Cooperation Agreement
between the
City of Corpus Christi,
County of Nueces, and
City of Driscoll for
Consolidated Emergency Dispatch Center Services (MetroCom)**

(First Amendment to the Consolidated Emergency Dispatch Center Interlocal Agreement)

This Interlocal Cooperation Agreement (“Agreement”) is made by and between the City of Corpus Christi, Texas (“City”), a Texas home-rule municipal corporation, 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 County have developed and jointly own an 800-mHz trunked radio communications system (“System”) that provides for public safety radio communications within the jurisdictions of the two entities;

WHEREAS, in 1993, the County commissioned a communications study, the results of which were known as “MetroCom,” calling for the development of a single consolidated public safety answering point (“PSAP”) for all 9-1-1 emergency calls and dispatch functions within the areas served by the City and the County, with the potential for further consolidation of efforts to include other cities within Nueces County;

WHEREAS, the City and the County are parties to an Interlocal Cooperation Agreement dated June 1, 2000 [the “Consolidated Emergency Dispatch Center (MetroCom) Agreement”] providing for the development and implementation of MetroCom; and

WHEREAS, the City of Driscoll, a municipality located within Nueces County, desires to participate and use MetroCom for all 9-1-1 emergency calls and law enforcement dispatch functions.

NOW, THEREFORE, BE IT AGREED BY THE CITY OF CORPUS CHRISTI, THE COUNTY OF NUECES, AND THE CITY OF DRISCOLL (“Parties”):

ARTICLE 1: PURPOSE AND GOALS

The purpose and goals of this Agreement shall be to provide cost effective and efficient emergency services for the citizens and community served by the parties through the use of a regional 9-1-1 emergency dispatching center staffed by trained professionals to operate the public safety answering point (“PSAP”).

ARTICLE 2: SERVICES FOR DRISCOLL

The parties agree to consolidate their public safety dispatch centers into a single public safety answering point (“PSAP”), known as “MetroCom,” for the areas served by Driscoll. The PSAP will handle 9-1-1 emergency calls for Driscoll. MetroCom will transfer all EMS and fire

emergency calls to Bishop Police Department. MetroCom will transfer all law enforcement calls to Driscoll Police Department dispatcher between the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday. MetroCom will dispatch Driscoll Police Department directly between the hours of 5:00 p.m. to 8:00 a.m. and on weekends.

ARTICLE 3: FUNCTIONS OF METROCOM FOR DRISCOLL

MetroCom shall provide emergency communications dispatch services to Driscoll as outlined in the Agreement. Such communication services shall include:

- a. 9-1-1 emergency dispatch for fire units, EMS units, and call taking for law enforcement purposes only;
- b. Dispatch of responding units;
- c. Information services for field units;
- d. CMD dispatch and community alert functions;
- e. Serve as a point of local emergency service contact for State and Federal resources; and
- f. Other dispatching services as approved by operating procedures (SOP).

ARTICLE 4: BACKGROUND SCREENINGS

Driscoll is responsible to ensure that background screenings are conducted on all personnel with access to the Federal Bureau of Investigations (“FBI”) Criminal Justice Information System (“CJIS”) systems information. As directed by the FBI CJIS Security Policy: (1) State and national fingerprint-based record checks must be conducted within 30 days upon initial employment or assignment for all personnel having access to FBI CJIS systems information; (2) appropriate background investigations must be conducted on personnel with access to FBI CJIS Division’s record information; and (3) in cases where an applicant already has access from another law enforcement agency, temporary access may be granted prior to confirmation of the new identification check. If a record of any kind is found, access will not be granted or allowed by Driscoll until the Department of Public Safety can review the matter to decide if access is appropriate.

ARTICLE 5: TLETS/NLETS and TCIC/NCIC CERTIFICATIONS

Driscoll is responsible to ensure that its employees obtain and maintain current Texas and National Law Enforcement Telecommunications Systems (“TLETS” and “NLETS”) and Texas and National Crime Information Centers (“TCIC” and “NCIC”) certifications. Prior to disseminating any TCIC and NCIC information, Driscoll agrees to file the required certifications with the City so the City may verify that Driscoll’s employees are eligible to obtain such information. The City and MetroCom will deny any request for TCIC and NCIC information from employees who are not certified or do not have a current certifications on file.

ARTICLE 6: WARRANT FUNCTIONS

Driscoll will be responsible for entering warrant information for its law enforcement agency as required by law. Agencies that enter records into NCIC/TCIC are responsible for the accuracy, timeliness, and completeness of the records. The City, County, and MetroCom will not assume the role or duty to enter and update warrant information for Driscoll and will not be responsible

for the accuracy of such information. The warrant functions performed by Driscoll under this Agreement shall never shift to the City, County, and MetroCom.

ARTICLE 7: METROCOM OPERATING CENTER

The MetroCom center will be administered by the City under the terms of an adopted set of Standard Operating Procedures (SOP) and budget. These SOPs are to be developed by the System Operations Committee and shall be approved by the MetroCom Board to be binding and effective. Upon request, a copy of the SOPs and MetroCom budget will be provided to Driscoll.

ARTICLE 8: SHARED OPERATIONAL COSTS

The parties agree to jointly fund the operations of the MetroCom center. The MetroCom Board establishes a method of dividing operating expenses based upon the usage of the system by each of the entities, and the most efficient method to track and project usage is through the Computer Aided Dispatch (“CAD”) history files. The most recent data shows that Driscoll generates approximately one (1%) percent of CAD calls. Therefore, effective upon execution, one (1%) percent of the total operating cost, which for fiscal year ending 2012 is Forty-nine Thousand (\$49,000) Dollars, will be allocated to and paid by Driscoll in advance for MetroCom dispatching services. For the initial year of this Agreement, the amount due from Driscoll for MetroCom dispatching services will be prorated based on the number of months remaining in the current fiscal year (ending July 31, 2013) as measured from the last date of execution of this Agreement. Nothing contained in this Agreement precludes the addition of other PSAPs to the MetroCom center nor shall this Agreement preclude the allocations of cost to other administrations, jurisdictions, and program participants.

Currently, the allocation shall be one (1%) percent of the agreed MetroCom operating expenses to be paid by Driscoll to the City in one annual payment by October 1st of each calendar year or, if the initial year of the Agreement, within 10 days of execution. The difference between actual expenditures at the end of the City’s fiscal year and the payment provided by Driscoll will be carried forward and included in the subsequent year’s computation of required financing. In the event actual expenditures exceed budgeted costs, a year-end review shall be conducted by the Systems Operations Committee to determine and address the cause of the discrepancy.

In the event of an early termination of this Agreement, any unearned funds paid to the City by Driscoll will be refunded within 30 days of the termination date of the Agreement. A written final accounting will be provided to Driscoll along with the remittance payment.

ARTICLE 9: TERM AND TERMINATION

This Agreement shall begin on the final date of execution by all parties for an initial term of one (1) year and automatically renew annually without further action by the parties. The City’s City Manager, or his designee, is authorized to execute any and all subsequent renewals and amendments to this Agreement on behalf of the City, unless otherwise prohibited by law. This Agreement may be terminated at any time by any party upon ninety (90) days written notice to the other two parties. A violation of either Article 4 or Article 5 shall result in immediate termination of the Agreement.

ARTICLE 10: PAYMENT AND CURRENT REVENUE

Payment shall be made by Driscoll within thirty (30) days from receipt of the other party's request for expenses incurred in the performance of this Agreement. Any payment made by Driscoll for any of the services provided pursuant to this Agreement shall be made out of current revenues available to Driscoll as required by the Texas Interlocal Cooperation Act.

ARTICLE 11: SEVERABILITY

If any portion of this Agreement, or the application thereof to any person or circumstances, shall ever be held to be invalid or unconstitutional by any court of competent jurisdiction, the remainder of the Agreement shall not be affected thereby and shall continue to be enforceable in accordance with its terms.

ARTICLE 12: NOTICES

Notices allowed or required under this Agreement shall be addressed to and sent to the parties as indicated below, unless such address is changed by written notice to such effect, and any notice shall be effective when deposited in the U.S. mail, postage prepaid, certified, return receipt requested.

CITY: City Manager
1201 Leopard Street
Corpus Christi, TX 78401

with a copy to:
Chief of Police
Corpus Christi Police Department
321 John Sartain
Corpus Christi, TX 78401

COUNTY: County Judge
Nueces County Courthouse
901 Leopard Street, Room 303
Corpus Christi, TX 78401

DRISCOLL: Mayor
City of Driscoll
130 E. Avenue D / P. O. Box 178
Driscoll, TX 78351 / 78351-0178

ARTICLE 13: LAW AND VENUE

All parties shall comply with all applicable federal, State, county and local laws, ordinances, rules, and regulations pertaining to this Agreement and each party's respective performance hereunder. This Agreement will be interpreted according to the Texas laws which govern the

interpretation of contracts. Venue for an action arising under this Agreement shall lie in Nueces County, Texas, and be in accordance with the Texas Rules of Civil Procedure.

ARTICLE 14: ENTIRE AGREEMENT AND WRITTEN AMENDMENT

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. No officer or employee of any of the parties may waive or otherwise modify the limitations in this Agreement, without the express action of the governing body of the party.

ARTICLE 15: ASSIGNMENT AND SUCCESSORS

This Agreement shall be binding on and inure to the benefit of the parties to the 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. This Agreement does not create any personal liability on the part of any officer or agent of the City, County, or Driscoll or any of their respective officers, agents, or employees.

ARTICLE 16: LIABILITY

Each party to this Agreement will be responsible for any civil liability for its own actions under this Agreement, except that nothing in this Agreement shall constitute a waiver or limitation on any immunity, defense, or other protection afforded either party under State or federal law. The liability, if any, of either party, shall be that prescribed by the laws of the State of Texas.

ARTICLE 17: NON-WAIVER

Failure of any party to this Agreement to insist on the strict performance of any of the conditions or agreements herein or to exercise any rights or remedies accruing hereunder upon default or failure of performance shall not be considered a waiver of the right to insist on, and to enforce by any appropriate remedy, strict compliance with any other obligation hereunder or to exercise any right or remedy occurring as a result of any future default or failure of performance.

ARTICLE 18: NO WAIVER OF IMMUNITY

No party to this Agreement waives or relinquishes any governmental, official, or other immunity or defense on behalf of itself, its officers, employees, and agents as a result of its execution of this Agreement and performance of the covenants contained herein.

ARTICLE 19: NO THIRD PARTY BENEFIT

This Agreement and all activities under this Agreement are solely for the benefit of the parties and not the benefit of any third party.

ARTICLE 20: WARRANTY

This Agreement has been officially authorized by the governing body of each party, and each signatory has full authority to execute the Agreement and to legally bind their respective party to this Agreement.

ARTICLE 21: CONTINUATION OF PROVISIONS.

This Agreement amends the existing Consolidated Emergency Dispatch Center Interlocal Agreement to the extent necessary to add and include the City of Driscoll. All other provisions of the Consolidated Emergency Dispatch Center Interlocal that do not conflict with this Agreement remain in full force and effect and are unchanged by this instrument, by intention of the parties.

EXECUTED in triplicate to be effective as of the last execution date set forth below:

City of Corpus Christi:

ATTEST:

Approved as to form:

Ronald L. Olson
City Manager
Date: _____

Armando Chapa
City Secretary
Date: _____

Carlos Valdez
City Attorney
Date: _____

County of Nueces:

ATTEST:

Approved as to form:

Samuel Loyd Neal
County Judge
Date: _____

Diana T. Barrera
County Clerk
Date: _____

Laura Garza Jimenez
Nueces County Attorney
Date: _____

City of Driscoll:

ATTEST:

Approved as to form:

John Aguilar
Mayor
Date: _____

Isabel Chapa
City Secretary
Date: _____

Michael G. Morris
City Attorney
Date: _____