

**INTERLOCAL AGREEMENT**  
**FOR PARTICIPATION IN THE**  
**COASTAL BEND PUBLIC SAFETY RADIO SYSTEM**

This Agreement is made by and between the **City of Corpus Christi**, a Texas home-rule municipal corporation, and the **Texas Department of Public Safety**, a department of the State of Texas.

**RECITALS**

WHEREAS, the Coastal Bend Public Safety Radio Coalition (the “Coalition”) consists of the following members: Brooks County, City of Corpus Christi, City of Kingsville, City of Port Aransas, City of Portland, and San Patricio County (each a “Member”);

WHEREAS, the Coalition operates the Coastal Bend Public Safety Radio System (“Radio System”) to provide uniform voice radio coverage and interoperability among the public safety agencies and entities operating in the Coastal Bend Region of the State of Texas (“Coastal Bend Region”);

WHEREAS, the City of Corpus Christi (“City”) is the regional core controller and administrator enabling the interoperability for the Coalition;

WHEREAS, the Texas Department of Public Safety (“TXDPS”) operates in the Coastal Bend Region, providing public safety services to the residents of this region and elsewhere in the State; and

WHEREAS, as a qualified law enforcement and public safety department, TXDPS is eligible and desires to become an associate user (“Associate User”) of the Coastal Bend Public Safety Radio System.

**AGREEMENT**

The purpose of this agreement (“Agreement”) is to perform a governmental function, pursuant to the Interlocal Cooperation Act, and to express the means, manner, and method for TXDPS to participate as an associate user (“Associate User”) and be provided access to the Radio System. An “Associate User” is defined by the Coalition as any political subdivision of the State of Texas, or a department or agency of the same, having a public safety and law enforcement purpose and who is not a current Coalition Member.

Both City and TXDPS are authorized, pursuant to Texas Government Code, Ch. 791, to enter into an interlocal cooperation agreement for the purposes stated in this Agreement.

NOW, THEREFORE, City and TXDPS agree to the following terms and conditions:

## 1. TERM

**1.1. Initial Term.** This Agreement commences January 1, 2025, as the parties have shared access. This Agreement continues in force through the close of business on September 30, 2025.

**1.2. Automatic Renewal.** This Agreement automatically renews on October 1, 2025, for a term of one year, and automatically renews thereafter for successive one-year periods (the initial and renewal periods each referred to as the “Term”), unless either party terminates this Agreement pursuant to the language in section 10.

## 2. ASSOCIATE USER’S DUTIES & RESPONSIBILITIES

**2.1. Access Authorization.** TXDPS is authorized to access and use the type and quantity of public safety radio equipment (“Radio Equipment”) described in Attachment A as an Associate User of the Radio System, such Attachment A’s content as attached to this Agreement and incorporated by reference as if fully set out here in its entirety.

**2.2. Annual Payment.** On or before October 1 of each year, TXDPS shall pay the City in advance the amount due for the term (October 1 to the following September 30), such amount to be based upon the then-current number of Radio Equipment devices listed in Attachment A. Prior to the beginning of each Term, the City and TXDPS will update Attachment A with the then-current number of Associate User’s Radio Equipment that is utilizing the Radio System.

**2.3. Purchase of Radio Equipment.** TXDPS shall purchase and provide for sole use its own Radio Equipment to be used on the Radio System. TXDPS is responsible for ensuring the Radio Equipment purchased for use on the Radio System is technically compatible with the current technology used on the Radio System. Approval in advance of placing the Radio Equipment in use must be obtained by TXDPS from the Coalition, with an email being sufficient to memorialize such approval or disapproval.

**2.4. TXDPS Training.** TXDPS shall ensure that the persons it authorizes to use its Radio Equipment have been trained and receive recurrent training in the proper use and etiquette of public safety two-way radio communications.

**2.5. Compliance with Standard Operating Conditions and FCC.** TXDPS shall use the Radio System in compliance with applicable Federal Communications Commission regulations and rules.

**2.6. Programming of Radio Equipment.** TXDPS shall ensure that programming of Radio Equipment used on the Radio System is coordinated with the Coalition.

**2.7. FCC Violations.** If there is an actual or alleged violation of any FCC rule or regulation as a result of any Radio Equipment owned by TXDPS, which is brought to the attention of TXDPS in writing, and such actual or alleged violation has not been remedied nor resolved, TXDPS shall reimburse the involved Coalition Member for all costs arising from the actual or alleged violation, including all costs and attorneys’ fees for defense against the allegation and/or fine and penalties incurred.

**2.8. Improvements Point of Contact.** TXDPS shall use the e-mail address of AssociateRadios@cctexas.com as its primary point of contact for requests for Radio System improvements and Coalition-related matters.

**2.9. Operations Point of Contact.** When addressing problems and/or seeking answers to operations questions pertaining to the Radio System, TXDPS shall use AssociateRadios@cctexas.com as its primary point of contact. The Coalition shall work in good faith with TXDPS to help resolve any issues or problems.

**2.10. Compliance with Laws.** TXDPS shall comply with all applicable laws, rules, and regulations in the performance of this Agreement.

### **3. CITY'S DUTIES & RESPONSIBILITIES**

**3.1. Notice of Limitations.** The City, or the Coalition members collectively, shall provide TXDPS with a point of contact by telephone, e-mail, voice radio, or facsimile communication of any limitations or restraints encountered or imposed upon City for use of the Radio System by TXDPS as soon as feasibly possible.

**3.2. Notice of Violation.** The City, or the Coalition members collectively, shall notify TXDPS if the City or Coalition becomes aware of any actual or alleged violation of any FCC rule or regulation as a result of the use of any Radio Equipment owned by TXDPS.

**3.3. Amendment Requests.** The City shall not unreasonably withhold approval of a request to amend this Agreement to add additional Radio Equipment by TXDPS.

**3.4. Improvement Requests.** The City shall assist TXDPS in relation to any reasonable requests for Radio System improvements and/or related to TXDPS's relationship with the City's management and administration of the Radio System controller.

**3.5. Rates.** The Coalition, acting by and through its members, shall set the rates to be stated on Attachment A, and the City shall provide TXDPS with the new and/or continuing Radio Equipment rates by providing TXDPS with a revised Attachment A for the next upcoming Term by July 1 of each year of the Term of this Agreement.

**3.6. Revenue Sharing.** The City shall remit to the then-current Coalition Members their pro-rata share (as shown on Attachment A) of fees remitted by TXDPS.

**3.7. Annual Invoice.** The City shall invoice TXDPS in advance for the amount due for each successive Term of this Agreement based on the number and type of Radio Equipment authorized in Attachment A at the rates stated in Attachment A. The invoice sent to TXDPS must include a current copy of Attachment A, the period of time covered by the invoice, the per-unit amount to be paid, and the total dollar amount to be paid. The invoice must be mailed or emailed to TXDPS at the address(es) listed on Attachment A.

**3.8. Payment.** TXDPS agrees to pay each invoice within 30 days of receipt of the invoice pursuant to the provisions of Chapter 2251 of the Texas Government Code ("Prompt Payment Act"). Payment shall be mailed by TXDPS to the address shown for the City as listed on Attachment A.

**3.9. Compliance with Laws.** City shall comply with all applicable laws, rules, and regulations in the performance of this Agreement.

#### **4. LIABILITY**

**4.1** The City and the Coalition, jointly or severally acting through its Members, are not liable to TXDPS, who, by execution of this Agreement and participation as an Associate User, assumes all risk pertaining to any claims, damages, or attorneys' fees of any kind for injury or the death of any person and/or for damages to or loss of personal or real property arising as a result of, in whole or in part, directly or indirectly, the operations of TXDPS's engaged in or taken under this Agreement.

#### **5. RETENTION AND ACCESSIBILITY OF RECORDS**

**5.1 Radio Equipment Records Retention.** TXDPS shall maintain all records and documentation for all Radio Equipment used on the Radio System, in compliance with the applicable records retention schedule. Upon receipt of a written request, TXDPS shall make these records available to the Coalition in a timely manner.

#### **6. LIMIT ON REPRESENTATIVES & AGENTS**

**6.1** No official, employee, representative, or agent of the City has the authority to amend or assign this Agreement or waive violations of it unless expressly granted this specific authority by the City Council. No official, employee, representative, or agent of TXDPS has the authority to amend or assign this Agreement or to waive violations of it unless expressly granted this specific authority by TXDPS.

#### **7. RIGHT TO CONTRACT WITH NON-MEMBERS**

**7.1** The City and the Coalition Members, jointly or severally, may contract with each other and with other entities, organizations, and agencies who are not Coalition Members in order to provide access to and use of the Radio System throughout the Coastal Bend Region of Texas and any additional area that becomes part of the Coastal Bend Public Safety Radio Coalition.

#### **8. BREACH**

**8.1** The failure of either party to comply with the terms and conditions of this Agreement constitutes a breach of this Agreement.

**8.2** Should either the City or TXDPS become aware that there may be grounds that a breach of this Agreement is occurring or has occurred, the respective party must notify in writing the other party of the grounds for the breach in accordance with Section 14, Notices.

#### **9. SUSPENSION AND TERMINATION**

**9.1 Suspension or Termination.** TXDPS's Authorized User status, pursuant to this Agreement, is subject to the immediate suspension or termination of this Agreement for any of the following reasons:

**9.1.1** TXDPS fails to correct or to cease and desist any violation(s) of FCC rules or regulations, or of any alleged violation(s) of any other applicable rule or regulation to which TXDPS must adhere, and for which TXDPS has been informed of, pursuant to this Agreement;

**9.1.2** TXDPS has failed to comply with any term or condition of this Agreement;  
or

**9.1.3** TXDPS is unable to conform to changes required by federal, State, or local laws, regulations, or rules pertaining to its performance under this Agreement.

**9.2** City Suspension or Termination Procedure. The City must provide TXDPS with a written notice in advance of any action to be taken to suspend or terminate TXDPS's participation under this Agreement. Such advance notice must include a statement of the grounds supporting a suspension or termination and the effective date of such suspension or termination. In the event of a suspension, TXDPS may resume use of the Radio System when TXDPS has provided satisfactory documentation to the City that the grounds which led to the suspension have been corrected and no longer exist.

**9.3** TXDPS Termination. TXDPS may terminate this Agreement for any of the following reasons:

**9.3.1** The City has failed to comply with any term or condition of this Agreement;

**9.3.2** The City is unable to conform to changes required by federal, State, or local laws, regulations, or rules pertaining to its performance under this Agreement;

**9.3.3** The City has failed to appropriate sufficient funds to continue its participation in the Radio System; or

**9.3.4** TXDPS has failed to appropriate sufficient funds to pay the amounts due under this Agreement following the initial Term.

**9.4** TXDPS Termination Procedure. At least 90 days prior to the date of termination, TXDPS must notify the City in writing of its decision to terminate this Agreement, the reason(s) for termination, and the effective date of termination. The notice of termination must be provided in a manner consistent with section 14 of this Agreement.

**9.5** Mutual Termination. Either party may move to terminate this Agreement in the event both parties agree, in writing, that the continuation of the activities under this Agreement would not produce beneficial results commensurate with the further expenditure of funds and what conditions of termination may apply, including the effective date of termination. In the event of a mutual termination, TXDPS shall pay any amounts outstanding due to the City, in compliance with this Agreement, within 90 days following the effective date of termination.

**9.6** Survival of Provisions. If this Agreement is terminated, the provisions requiring payment to be made for amounts that accrued prior to and up to the effective date of termination survive the termination of this Agreement until each amount due is paid.

## **10. NON-WAIVER AND RESERVATION OF REMEDIES**

**10.1** Non-Waiver. Any act of forbearance by either party to enforce any provision of this Agreement must not be construed as a modification of this Agreement nor as a waiver of any

breach or default by the other party which then exists or may subsequently exist. The failure of either party to exercise any right or privilege granted in this Agreement must not be construed as a waiver of that right or privilege. By executing this Agreement, neither the City nor TXDPS waive any immunity or defense that would otherwise be available to them against claims arising in the exercise of their governmental powers and functions.

**10.2 Reservation of Rights and Remedies.** All rights of both parties under this Agreement are specifically reserved. Any payment, act, or omission by a party must not impair or prejudice any remedy or right of that party under this Agreement. Any right or remedy stated in this Agreement must not preclude the exercise of any other right or remedy under this Agreement, at law or in equity, nor must any action taken in the exercise of any right or remedy be deemed a waiver of any other rights or remedies.

## **11. ENTIRE AGREEMENT**

**11.1 Attachment.** Attachment A, Equipment and Rate Schedule, is attached, incorporated by reference, and made a part of this Agreement.

**11.2 Agreement All Inclusive.** All oral and written agreements between the parties to this Agreement relating to the subject matter of this Agreement and that were made prior to the execution of this Agreement have been reduced to writing and are contained in this document.

## **12. ASSIGNABILITY**

**12.1** Neither party may assign any of the rights, duties, or responsibilities arising out of or created by this Agreement without the prior written consent of the other party. It is acknowledged by TXDPS that no officer, official, employee, representative, or agent of the City possesses any authority to grant any such assignment unless he/she is expressly granted that authority by the Corpus Christi City Council.

## **13. AMENDMENTS**

**13.1 Amendment of Agreement.** Any change to the provisions of this Agreement, except for changes to Attachment A, must be made in writing and signed by both parties. It is acknowledged by TXDPS that no officer, official, employee, representative, or agent of TXDPS possesses any authority to modify the provisions of this Agreement unless he/she has expressly been granted that authority by TXDPS.

**13.2 Amendment of Attachment A.** The City may amend the rates stated in Attachment A by sending written notice of a rate change in compliance with sections 3.5 and 14 to TXDPS not less than 90 days prior to the beginning of the next Term. Unless TXDPS sends a responsive notice in accordance with section 14 of this Agreement and states that the change is unacceptable not less than 30 days prior to the beginning of the next Term, TXDPS accepts the revised rates stated in the notice of rate change and shall pay those rates for the next Term. If TXDPS sends a notice that the change is unacceptable, TXDPS shall not use its Subscriber Equipment on the Radio System following the beginning of the next Term unless City and TXDPS have agreed in writing to the rates applicable to TXDPS for the subject Term. The City may amend the number of units stated in Attachment A if TXDPS has requested a change in writing and that change is acceptable to the City. Attachment A may be amended and replaced within this Agreement, pursuant to the explicit terms and conditions for doing so as set out here, on an as-needed basis without the

necessity of formally amending this entire Agreement via execution of consecutively numbered amendments signed by an authorized representative of each party.

**13.3 Amendment to Include Infrastructure Costs in Payments.** The City and TXDPS agree that, at the beginning of this Agreement, they do not intend to include infrastructure costs in the costs payable by TXDPS. If circumstances change and the parties deem it appropriate and beneficial for TXDPS to share in the infrastructure costs, the City and TXDPS shall amend this Agreement to reflect the changes in this Agreement necessary to accommodate this cost sharing.

**13.4 Amendment Requests:** If the City or TXDPS wish to amend this Agreement, notice must be sent in the manner described and to the persons listed in section 14 of this Agreement.

## **14. NOTICES**

**14.1 Method of Notice.** Any notice required or permitted to be given under this Agreement by one party to the other must be in writing, sent in a manner described, and is deemed received immediately if delivered in person to the address set forth in 14.2 or 14.3 for the party to whom the notice is given, or is deemed received on the third day following mailing if placed in the U.S. mail, postage prepaid, sent by certified mail with a return receipt requested, and addressed to the party to whom notice is given at the address specified in 14.2 or 14.3.

**14.2 If to City:**  
Peter Collins, Chief Information Officer  
City of Corpus Christi  
1201 Leopard St.  
Corpus Christi, TX 78401  
peterc@cctexas.com

With a copy to: (certified mail is not required):  
Attn: Risk Management Division  
City of Corpus Christi  
P.O. Box 9277  
Corpus Christi, TX 78469-9277

**14.3 If to TXDPS:**  
Steve Dyson, Director of Statewide Radio System Engineering  
5805 N Lamar Blvd  
Austin, TX 78752  
Steve.dyson@dps.texas.gov

**14.4 Change of Address.** Each party may change the address for notice by giving notice of the change in accordance with the provisions of this section 14.

## **15. INTERPRETATION OF CONTRACT & ADDITIONAL PROVISIONS**

**15.1 Third Party Rights Not Created.** This Agreement is not intended and shall not be construed to create any rights or remedies in any person or legal entity that is not a party to it, and neither the City nor TXDPS is waiving any defense or immunity to which it is entitled against any person or legal entity that is not a party to it by virtue of entering into this Agreement.

**15.2 Law.** This Agreement is governed by the laws of Texas and is performable in the City of Corpus Christi, Nueces County, Texas.

**15.3 Severability.** If any portion of this Agreement is ruled invalid or unenforceable by a court of competent jurisdiction, the remainder of the Agreement must be construed as if that invalid or unenforceable portion were not included in the Agreement, and the remainder of this Agreement is deemed to remain valid and binding for all intents and purposes.

**15.4 Definitions.** In this Agreement,

**15.4.1 Business Day.** "Business Day" means Monday through Friday unless City has designated one of these days as a City holiday.

**15.4.2 City Council.** "City Council" means the City of Corpus Christi's City Council.

**15.4.3 City Fiscal Year.** "City Fiscal Year" means the City of Corpus Christi's fiscal year which commences October 1 and ends September 30 of the following calendar year.

**15.4.4 Day.** "Day" means a calendar day.

**15.4.5 FCC.** "FCC" means the Federal Communications Commission.

**15.4.6 Radio Equipment.** "Radio Equipment" means the portable radios, mobile radios, control station radios, and radio consoles operated by TXDPS as part of the Radio System.

**15.5 Headings.** The headings at the beginning of the various provisions of this Agreement have been included only to make it easier to locate the subject matter covered by that section or subsection and are not to be used in construing this Agreement.

**15.6 Number and Gender.** Words describing any gender in this Agreement must be construed to include any other gender, and words of describing any number must be construed to include the numeric, unless the context in this Agreement clearly requires otherwise.

**15.7 Current Revenues.** Any payment made by the City or TXDPS for any of the costs or expenses that either respective party incurs under this Agreement must be made out of the current revenues available to the paying party as required by the Interlocal Cooperation Act.

## **16. LEGAL AUTHORITY**

**16.1 TXDPS Signer.** The person signing this Agreement on behalf of TXDPS, or representing themselves as signing this Agreement on behalf of TXDPS, does hereby warrant and guarantee that he/she has been authorized by TXDPS to sign this Agreement on behalf of TXDPS and to bind TXDPS validly and legally to all terms, conditions, performances, and provisions in this Agreement.

**16.2 City Signer.** The person signing this Agreement on behalf of the City, or representing themselves as signing this Agreement on behalf of City, does hereby warrant and guarantee that he/she has been authorized by the City to sign this Agreement on behalf of the City



and to bind the City validly and legally to all terms, conditions, performances, and provisions in this Agreement.

**17.0 DUPLICATE ORIGINALS.**

**17.1** This document is executed in duplicate originals.

**CITY OF CORPUS CHRISTI**

By: \_\_\_\_\_  
Peter Zanoni, City Manager

Date: \_\_\_\_\_

**TEXAS DEPARTMENT OF PUBLIC SAFETY**

Signed by:  
By: Jason Taylor  
36221C2DF1C34EE...  
Printed Name: Jason Taylor



Date: 05/12/2025

**Attachment A****Radio Equipment and Rate Schedule  
Effective for City Fiscal Year 2024-2025**

The Radio Equipment authorized under this Agreement includes the following:

|                   | <u>Quantities*</u> | <u>Cost Per Month</u> | <u>Months</u> | <u>Extended Total</u> |
|-------------------|--------------------|-----------------------|---------------|-----------------------|
| Portable Radios   | 191                | \$15.00               | 9             | \$ 25,785.00          |
| Mobile Radios     | 206                | \$15.00               | 9             | \$ 27,810.00          |
| Dispatch Consoles | -0-                | \$15.00               | 0             | \$ -----              |
| Total Amount Due  |                    |                       |               | \$ 53,595.00          |

\*Quantity by assignment breakdown shown in attached Exhibit 1

Coastal Bend Radio Coalition Members receiving a pro-rata share of fees are as follows:

|                        | <u>Total Radios<br/>and Consoles<br/>by Area</u> | <u>Coalition<br/>Member<br/>Share (\$)</u> |  |
|------------------------|--|--|--|
| Brooks County          | <u>122</u>                                       | <u>\$16,470</u>                            |  |
| City of Corpus Christi | <u>157</u>                                       | <u>\$21,195</u>                            |  |
| Kleberg County San     | <u>34</u>  | <u>\$4,590</u>                             |  |
| Patricio County        | <u>84</u>  | <u>\$11,340</u>                            |  |
| Total Amount**         |  | \$ 53,595.00                               | (**must match total<br>amount shown above) |

Total to be billed this Contract Period:  
January 1, 2025, through September 30, 2025

DPS Billing Address: Texas Department of Public Safety  
Accounts Payables  
P.O. Box 4087  
Austin, TX 78773

# EXHIBIT 1

## DPS RADIO QUANTITIES BY ASSIGNMENT

|                    | <b>Mobiles</b> | <b>Portables</b> |
|--------------------|----------------|------------------|
| <i>HP</i>          | 169            | 169              |
| <i>CID</i>         | 8              | 16               |
| <i>Rangers</i>     | 7              | 3                |
| <i>SOG</i>         | 7              | 18               |
| <b>Totals</b>      | <b>191</b>     | <b>206</b>       |
| <b>Grand Total</b> | <b>397</b>     |                  |