

INTERLOCAL RADIO SYSTEM AGREEMENT
FOR PARTICIPATION IN THE
COASTAL BEND REGIONAL INTEROPERABILITY NETWORK

This Interlocal Radio System Agreement (“Agreement”) for radio system participation in the Coastal Bend Regional Interoperability Network (“CBRIN”) is made by and between the **City of Corpus Christi**, a Texas home-rule municipal corporation, and **INSERT ENTITY’S NAME** (“AGENCY”).

RECITALS

WHEREAS, the City of Corpus Christi (“City”) administers the CBRIN, which provides reliable daily operational and interoperability radio communication systems (“Radio System”) for qualified law enforcement and public safety departments, agencies, and offices;

WHEREAS, AGENCY operates in the Coastal Bend Region, providing public safety services to the residents and businesses of this region; and

WHEREAS, as a qualified law enforcement and public safety entity, AGENCY is eligible and desires to become an outside local agency (“Outside Local Agency”) of the CBRIN.

AGREEMENT

The purpose of this Agreement is to perform a governmental function, pursuant to the Interlocal Cooperation Act; to express the means, manner, and method for AGENCY to participate as an Outside Local Agency; and to be provided access to the CBRIN pursuant to the terms and conditions stated. A qualified “Outside Local Agency” is defined for the purposes of this Agreement as any political subdivision of the State of Texas, or a department, agency, or office of the same, having a public safety and law enforcement purpose. Both the City and AGENCY 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 AGENCY agree to the following terms and conditions:

1. TERM.

1.1. Initial Term. This Agreement commences October 1, 2025, as the AGENCY currently has access to the CBRIN. This Agreement continues in force through the close of business on September 30, 2026.

1.2. Automatic Renewal. This Agreement automatically renews on October 1, 2026, 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 Section 8, Suspension and Termination.

2. AGENCY'S DUTIES & RESPONSIBILITIES.

2.1. Access Authorization. AGENCY is authorized to access and use only the type and quantity of public safety radio equipment ("Radio Equipment") detailed in **Attachment A** as an Outside Local Agency of the Radio System. Attachment A, entitled "Radio Equipment and Rate Schedule", is attached to this Agreement, made a part of this Agreement, and its content is incorporated by reference as if fully set out here in its entirety.

2.2. Annual Payment Calculation. On or before August 1 of each year, the City, acting by and through its Radio System Manager, as named by the City's City Manager or his/her designee, shall calculate the amount due from AGENCY in advance for the term (October 1 to the following September 30), such amount being based upon the then-current number of Radio Equipment devices listed in Attachment A. Prior to the beginning of each Term, the City and AGENCY shall update Attachment A with the then-current number of AGENCY'S Radio Equipment utilizing the Radio System. AGENCY shall remit payment in accordance with Section 3 of the Agreement and Attachment A.

2.3. Purchase of Radio Equipment. AGENCY shall purchase and provide for its sole use its own radio equipment to be used on the Radio System. Radio Equipment, for the purposes of this Agreement, includes, but is not limited to, the portable radios, mobile radios, control station radios, radio consoles, and any other qualified devices operated by AGENCY as part of the Radio System. Radio Equipment must be approved in advance by the City's Radio System Manager to ensure the Radio Equipment purchased for use by AGENCY for the Radio System is technically compatible with the current technology in use on the Radio System. Approval in advance of placing the Radio Equipment in use must be obtained from the Radio System Manager via email, and such responsive email is deemed sufficient to memorialize approval or disapproval.

2.4. AGENCY'S Personnel Training. AGENCY shall ensure that the persons it authorizes to use its Radio Equipment have been trained prior to use and receive recurrent training as may be needed in the proper etiquette, interoperability, and use of public safety two-way radio communications.

2.5. Compliance with Standard Operating Conditions and FCC. AGENCY shall use the Radio System in compliance with all applicable Federal Communications Commission ("FCC") regulations and rules.

2.6. Programming of Radio Equipment. AGENCY shall ensure that the City's Radio System Manager performs the necessary programming of its Radio Equipment before each piece of equipment is put into use initially or as a replacement for existing equipment.

2.7. FCC Violations. If the City is notified that there is an actual or alleged violation of any FCC rule or regulation as a result of any Radio Equipment operated by AGENCY, the same will be brought to the attention of AGENCY in writing, and each such actual or alleged violation must be remedied or resolved within the time provided. If any actual or alleged violation has not been remedied nor resolved as provided and a fine or penalty is imposed against the City for AGENCY'S action and/or activities, AGENCY shall reimburse the City within 30 days for all costs, fines, and penalties incurred by the City and arising from the violation as a result of being charged with the AGENCY's violation, subject to AGENCY'S sufficient appropriation.

2.8. Radio System Improvements Point of Contact. AGENCY shall use the e-mail address of radioagencies@cctexas.com as its primary point of contact for requests for Radio System improvements and related matters. AGENCY shall endeavor to reference "Radio System Improvements" in the subject line to ensure the communication is directed to the correct person.

2.9. Operations Point of Contact. When addressing problems and/or seeking answers to operations questions pertaining to the Radio System, AGENCY shall use the email address of radioagencies@cctexas.com as its primary point of contact. AGENCY shall endeavor to reference "Radio System Operational Matter" in the subject line to ensure the communication is directed to the correct person. The Radio System Manager shall work in good faith with AGENCY to help resolve any issues or problems and provide answers.

2.10. Compliance with Laws. AGENCY shall comply with all applicable laws, rules, and regulations in the operation of its Radio Equipment and in the performance of this Agreement.

3. CITY'S DUTIES & RESPONSIBILITIES.

3.1. Rates. The City, acting by and through its Radio System Manager, with the approval of the City's City Manager, shall set the initial rates on Attachment A, and the City shall follow the same process when providing the AGENCY with new and/or continuing Radio Equipment rates during the Term of this Agreement. The City shall provide AGENCY with advance notice by email or mail of any change in rates prior to the beginning of the renewal Term of this Agreement, pursuant to Section 2.

3.2. Quarterly Invoices. The City shall invoice AGENCY in advance for the amount due for each quarter of the Term of this Agreement based upon the number and type of Radio Equipment authorized in Attachment A at the rates stated in Attachment A. The invoice sent to AGENCY must include a current copy of Attachment A, the quarter period of time covered by the invoice, the per-unit amount to be paid, the quarterly dollar amount, and the total annual dollar amount to be paid. The invoice may be mailed or emailed to AGENCY at the address(es) listed on Attachment A. Although invoiced quarterly, AGENCY may at any time choose to pay the full annual amount at one time. In the event additional Radio Equipment is added to Attachment A during the Term and following remittance by AGENCY of the full annual amount, a separate invoice will be issued prior to the next upcoming quarter of the Term for the additional amount due and a revised Attachment A issued accordingly.

3.3. Payment. AGENCY shall pay each invoice within 30 days of the issuance date shown on the invoice, in accordance with the provisions of Chapter 2251 of the Texas Government Code ("Prompt Payment Act"). Payment must be mailed by AGENCY to the address shown for the City on Attachment A so that it is timely received on or before the date due. AGENCY must include the invoice number for correct application of the payment.

3.4. Notice of Limitations. The City shall provide AGENCY's point of contact via email, mail, or voice radio communication of any limitations and/or restraints encountered or imposed upon City for use of the Radio System by AGENCY as soon as feasibly possible.

3.5. Notice of Violation. The City shall notify AGENCY if the City or Agency becomes aware of any actual or alleged violation of any FCC regulation or rule as a result of the use of any Radio Equipment operated by AGENCY.

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

3.7. Improvement Requests. The City shall assist AGENCY in relation to any reasonable requests for Radio System improvements and/or pertaining to the AGENCY's relationship with the City's management and administration of the Radio System as the core CBRIN controller/operator/administrator.

3.8. Compliance with Laws. City shall administer the CBRIN in compliance with all applicable laws, rules, and regulations and in accordance with the terms of this Agreement.

4. LIABILITY. The City, its officers, officials, and employees, are not liable to AGENCY, who, by execution of this Agreement and participation as an Outside Local Agency on the Radio System and as a user of the CBRIN, assumes all risks 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 and activities of AGENCY engaged in or taken pursuant to this Agreement.

5. RETENTION AND ACCESSIBILITY OF RECORDS. AGENCY shall maintain all records and documentation for all Radio Equipment used on the Radio System, in compliance with applicable records retention schedules promulgated by the State of Texas. Upon receipt of a written request, AGENCY shall make Radio Equipment records available to the City in a timely manner.

6. LIMIT ON REPRESENTATIVES & AGENTS. No official, employee, representative, or agent of the City has the authority to amend or assign this Agreement or to waive violations of it with the exception of the City Manager and the Radio System Manager, unless expressly granted specific authority to do so by the City's City Council. No official, employee, representative, or agent of the AGENCY has the authority to amend this Agreement or to waive violations of it unless expressly granted specific authority to do so by law or by the AGENCY's governing body.

7. BREACH. The failure of either party to comply with the terms and conditions of this Agreement constitutes a breach of this Agreement. Should either the City or AGENCY become aware that there may be grounds that a breach of this Agreement is occurring or has occurred, the respective party must notify the other party in writing of the grounds for the breach in accordance with Section 11, Notices.

8. SUSPENSION AND TERMINATION.

8.1 Suspension or Termination. AGENCY'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:

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

8.1.2 AGENCY has failed to comply with any term or condition of this Agreement; or

8.1.3 AGENCY is unable to conform to changes required by federal, State, or local laws, regulations, or rules pertaining to AGENCY'S performance under this Agreement.

8.2 City's Suspension or Termination Procedure. The City must provide AGENCY with written notice in advance of any action to be taken to suspend or terminate AGENCY'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, AGENCY may resume use of the Radio System once AGENCY has provided satisfactory documentation to the City that the grounds which led to the suspension have been corrected and no longer exist, and AGENCY has received a return communication by email or mail confirming the same from the Radio System Manager.

8.3 AGENCY'S Termination. AGENCY may terminate this Agreement for any of the following reasons:

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

8.3.2 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;

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

8.3.4 AGENCY has failed to appropriate sufficient funds to pay the amounts due under this Agreement following the initial quarter of the initial Term.

8.4 AGENCY'S Termination Procedure. At least 90 days prior to the date of termination, AGENCY 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 11 of this Agreement.

8.5 Mutual Termination. Either party may 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, but not limited to, the effective date of termination. In the event of a mutual termination, AGENCY shall pay any outstanding amounts due to the City, in compliance with this Agreement, within 30 days following the effective date of termination.

8.6 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 in full.

9. NON-WAIVER AND RESERVATION OF REMEDIES.

9.1 Non-Waiver. Any act of forbearance by either party to enforce any provision of this Agreement may 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 may not be construed as a waiver of that right or privilege. By executing this Agreement, neither the City nor AGENCY

waive any immunities or defenses that would otherwise be available to it against claims arising in or out of the exercise of their respective governmental powers and functions.

9.2 Reservation of Rights and Remedies. All rights of each party not otherwise expressed under this Agreement are specifically reserved to it. Any payment, act, or omission by a party may not impair or prejudice any remedy or right of that party under this Agreement. Any right or remedy stated in this Agreement may not preclude the exercise of any other right or remedy under this Agreement, at law or in equity, nor may any action taken in the exercise of any right or remedy be deemed a waiver of any other rights or remedies.

10. AMENDMENTS.

10.1 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 an authorized representative of each party via consecutively numbered amendments.

10.2 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 11 to AGENCY not less than 60 days prior to the beginning date of the next Term. Unless AGENCY sends a responsive notice not less than 30 days prior to the beginning of the next Term, in accordance with Section 11 of this Agreement, and states that the change is unacceptable, AGENCY is deemed to have accepted the revised rates stated in the notice of rate change and shall pay those rates for the next Term. If AGENCY sends a notice that the change is unacceptable, AGENCY shall not use its Radio Equipment on the Radio System following the beginning of the next Term unless City and AGENCY have agreed in writing to the rates applicable to AGENCY for the subsequent Term. The City may amend the number of units stated in Attachment A if AGENCY 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.

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

10.4 Amendment Requests: If the City or AGENCY wish to amend this Agreement, notice must be sent in the manner described and to the persons listed in Section 11 of this Agreement.

11. NOTICES.

11.1 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 11.2 or 11.3 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 11.2 or 11.3.

11.2 If to City:
Peter Collins, Chief Information Officer
Information Technology Dept.
City of Corpus Christi
1201 Leopard St.
Corpus Christi, TX 78401

11.3 If to AGENCY:
Name & Title
Office or Department
Entity
Physical Address
City State ZIP

11.4 Change of Address. Either party may change the address to which notice is sent by giving the other party notice of the change of address in accordance with the provisions of this Section 11.

12. INTERPRETATION OF CONTRACT & ADDITIONAL PROVISIONS.

12.1 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 AGENCY 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.

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

12.3 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.

12.4 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.

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

12.6 Current Revenues. Any payment made by the City or AGENCY 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.

13. SIGNATURE AUTHORITY.

13.1 AGENCY'S Signature. The person signing this Agreement on behalf of AGENCY, or representing themselves as signing this Agreement on behalf of AGENCY, does hereby warrant and guarantee that he/she has been authorized by AGENCY to sign this Agreement

on behalf of AGENCY and to bind AGENCY validly and legally to all terms, conditions, performances, and provisions in this Agreement.

13.2 City's Signature. 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.

14. ENTIRE AGREEMENT

14.1 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.

AGENCY:

By: _____

Printed Name: _____

Title: _____

Date: _____

CITY OF CORPUS CHRISTI

By: _____

Peter Collins, Chief Information Officer
& Director, Information Technology Dept.

Date: _____

Approved as to form:

Assistant City Attorney

Date

Attachment A

**Radio Equipment and Rate Schedule
Effective for City Fiscal Year 2025-2026
Paid Quarterly in Advance: Oct-Dec, Jan-Mar, Apr-June, July-Sept**

	Quantity	Cost Per Radio	Quarterly Cost (Qty x Cost Per Radio x 3)	TOTAL ANNUAL COST
Radio Count	XXX	\$35.00	\$XXX.XX	\$XXX.XX

**Contract Period
Covered**

October 1, 2025 - September 30, 2026

***** Amount will be billed and paid quarterly. The invoice number must be included for correct application of the payment. If AGENCY desires to remit the annual amount in advance in full, it may elect to do so at any time.

AGENCY'S Billing Address:

AGENCY'S Email Address:

REMIT TO:

City of Corpus Christi
Attn: Central Cashiering AR-Collections
P.O. Box 9257
Corpus Christi, TX 78469-9257

Payments can also be set up to auto-draft on the 1st day of every quarter. Please contact AccountsReceivable@cctexas.com to sign up for this option.