

**INTERLOCAL AGREEMENT FOR INTEROPERABILITY OF PUBLIC  
SAFETY RADIO SYSTEMS**

This **INTERLOCAL AGREEMENT FOR INTEROPERABILITY OF PUBLIC SAFETY RADIO SYSTEMS** (“**Agreement**”) is made on the date last signed by the parties hereto (“**Effective Date**”), by and between the **Lower Colorado River Authority** (“**LCRA**”), a local government, being a conservation and reclamation district of the State of Texas created pursuant to Article XVI, Section 59 of the Texas Constitution and the **City of Corpus Christi, Texas** (“**City**”), a municipality of the State of Texas.

**WITNESSETH:**

**WHEREAS**, this Agreement is entered into pursuant to the Interlocal Cooperation Act, Section 791.011 of the TEXAS GOVERNMENT CODE; and

**WHEREAS**, the Parties to this Agreement desire to enhance public safety operations by improving public safety radio system interoperability between their respective public safety departments during local and regional emergency events; and

**WHEREAS**, the Parties have determined it would be in the best interests of their respective citizens to cooperate and coordinate efforts to increase public safety radio system interoperability between their respective emergency radio systems.

**NOW, THEREFORE**, for and in consideration of the mutual covenants, agreements and benefits, the Parties agree as follows:

**ARTICLE I  
DEFINITIONS**

As used in this Agreement, the following terms have the meanings set out below:

- A. "Agreement" means this contract between the Parties, including all exhibits and any written amendments authorized by the Parties.
- B. "Effective Date" means the date when this Agreement is last signed by a party hereto.
- C. "Party" or "Parties" means a party to this Agreement, individually or collectively.
- D. "Public Safety Radio System" means a Party's P-25 compliant public safety radio system.
- E. "ISSI" means a Inter RF Subsystem Interface

**ARTICLE II  
TERM**

- A. The initial term of this Agreement is for three (3) years (the “Initial Term”) and shall commence on the Effective Date. After the Initial Term, this Agreement will automatically renew for 3 successive three-year terms (each such renewal period, a “Renewal Term”), provided that either Party may terminate this Agreement by giving to the other party written notice at least ninety (90) days prior to the end of the then effective Renewal Term.

**ARTICLE III  
OBLIGATIONS AND RIGHTS OF THE CITY OF CORPUS CHRISTI**

- A. The City expressly grants to LCRA the right to connect to its Public Safety Radio System through ISSI-compliant hardware and software, as described herein, so as to provide interoperability of such system to LCRA’s public safety responders and that of LCRA’s radio customers for the following counties: Nueces County, Kleberg County, Brooks County, and San Patricio County.
- B. The City shall contribute to LCRA and provide access to two (2) five-channel Phase 1 P25 sites (the “**Phase 1 Sites**”), as described below. The City shall retain title to the Phase 1 Sites.
- One (1) site shall be placed in Live Oak County, Texas (the “**Live Oak Site**”). The City shall be responsible for the maintenance of the tower, equipment, and connectivity at the Live Oak Site;
  - One (1) site shall be placed in Goliad County at the LCRA-owned facility as described below;
- C. The City agrees not to assign or convey rights to any licensed frequencies that it may own and for which it provides interoperability hereunder and the City shall remain the licensee for its frequencies; except that the City may assign or convey the rights to such licensed frequencies (i) to any of its subsidiaries or affiliates, (ii) by way of any merger, consolidation or reorganization of the City with a third party, or (iii) as part of a transfer of all or substantially all of the assets of the City to another party.

**ARTICLE IV  
OBLIGATIONS AND RIGHTS OF LCRA**

- A. LCRA expressly grants to the City the right to connect to its Public Safety Radio System through ISSI-compliant hardware and software, as described herein, so as to provide interoperability of such system to the City’s public safety responders.
- B. LCRA shall contribute one hundred percent (100%) of the cost to upgrade the Phase 1 Sites to Phase 2 sites.
- C. LCRA shall contribute to the City LCRA’s existing shelter, generator, and connectivity at its existing Goliad County communications site (the “**Goliad Site**”).
- LCRA shall maintain ownership of the shelter, generator, antennae, and connectivity at the Goliad Site. The tower at the Goliad Site is leased by LCRA from a third party.

- LCRA shall be solely responsible for any incremental lease costs at the Goliad Site which may arise, and will own any additional equipment, including antennae, installed at the Goliad Site needed to effectuate the purpose of this Agreement.
- D. LCRA agrees not to assign or convey rights to any licensed frequencies that it may own and for which it provides interoperability hereunder and LCRA shall remain the licensee for its frequencies; except that LCRA may assign or convey the rights to such licensed frequencies (i) to any of its subsidiaries or affiliates, (ii) by way of any merger, consolidation or reorganization of LCRA with a third party, or (iii) as part of a transfer of all or substantially all of the assets of LCRA to another party.

## **ARTICLE V ISSI CONNECTION**

- A. In connection with the foregoing obligations and rights of the Parties, the Parties mutually agree to maintain an ISSI connection with one another during the term of this Agreement for purposes of enhanced interoperability of their respective Public Safety Radio Systems consistent with the purposes outlined in the recitals and terms of this Agreement. Each party shall bear the cost and expense for maintaining its end of the ISSI interconnection, including any necessary hardware, software or other equipment.
- B. Each party shall maintain its respective Public Safety Radio System, and will bear its own costs in doing so. LCRA and the City each have 2 radio system cores for their respective Public Safety Radio Systems. The parties agree to create redundant connections among each of its radio system cores using ISSI connection technology. These redundant connections shall be completed in phases to be mutually agreed upon by the parties.
- C. The ISSI connection will support a maximum of 24 talkpaths between the two systems.
- D. LCRA grants to the City the right to program specific Public Safety Radio System interoperability talkgroups (known collectively as "LCRA Talkgroups") which are licensed to LCRA.

The City shall utilize LCRA Talkgroups in a way that enhances regional radio interoperability and in compliance with applicable law.

The City shall have no right to sell, assign, transfer, pledge, or otherwise encumber or dispose of the rights granted to it under this Agreement, except as otherwise specified in this Agreement.

LCRA reserves all rights to decide who shall have access to its Public Safety Radio System and assignment of channel use.

LCRA is not assigning or conveying rights to any license for LCRA Talkgroups hereunder and LCRA shall remain the licensee for LCRA Talkgroups.

Any and all costs for subscriber radio programming for the City's use of the LCRA Talkgroups shall be the responsibility of the City.

Automatic roaming of City users onto the LCRA Public Safety Radio System at no charge is NOT contemplated or permitted under this Agreement.

- E. The City grants to LCRA the right to program specific Public Safety Radio System interoperability talkgroups (known collectively as "City Talkgroups") which are licensed to the City.

LCRA shall utilize City Talkgroups in a way that enhances regional radio interoperability and in compliance with applicable law.

LCRA shall have no right to sell, assign, transfer, pledge, or otherwise encumber or dispose of the rights granted to it under this Agreement, except as otherwise specified in this Agreement.

The City reserves all rights to decide who shall have access to its Public Safety Radio System and assignment of channel use.

The City is not assigning or conveying rights to any license for City Talkgroups hereunder and the City shall remain the licensee for City Talkgroups.

Any and all costs for subscriber radio programming for LCRA's use of the City Talkgroups shall be the responsibility of LCRA.

Automatic roaming of LCRA users onto the City's Public Safety Radio System at no charge is NOT contemplated or permitted under this Agreement.

- F. LCRA and the City may add additional LCRA Talkgroups or City Talkgroups, respectively, to be shared with the other Party without need for an amendment to this Agreement. Any other revisions or amendments to the LCRA Talkgroups or City Talkgroups shared hereunder shall be done in writing and agreed to by both Parties.

## **ARTICLE VI FUNDING AND COMPENSATION**

- A. The Parties agree that each Party will pay for its own performance of governmental functions or services that it performs in furtherance of this Agreement. To the extent required by law, the Party shall make those payments only from current revenues legally available to the paying party at the time the payment becomes due. In the event a Party does not appropriate or allocate funds for the purpose of

this Agreement, the sole remedy of the other Party is to suspend or terminate this Agreement.

- B. The Parties shall not charge each other any fees for use of the other Party's Public Safety Radio System once the ISSI interface is completed and operable. Each Party agrees that enhanced interoperability of the Parties' Public Safety Radio Systems is adequate consideration for the usage rights granted to each other hereunder.
- C. The Parties expressly understand and agree that any of their respective duties to pay money to another Party under this Agreement is limited in its entirety by the provisions of this Agreement. The Parties recognize that under certain provisions of Texas law, a Party may not obligate itself by contract to an extent in excess of an amount therefor appropriated by its governing body. A Party's only remedy is suspension or termination of its performance under this Agreement, and it has no other remedy in law or in equity against another Party and no right to damages of any kind.

#### **ARTICLE VII DEFAULT AND TERMINATION**

- A. If, at any time during the term of this Agreement or during any Renewal Term, a Party defaults under any provision of this Agreement, the non-defaulting Party will provide the defaulting Party written notice of such default, specifying the nature of the default. The defaulting Party will have 30 days after receipt of the written notice to commence cure of the default. In the event the defaulting Party fails to commence cure of the default within the 30-day period, or to thereafter reasonably prosecute the cure to completion, the non-defaulting Party shall have the right to immediately terminate this Agreement and shall also have the right to pursue any and all other available legal or equitable remedies.
- B. In addition to termination as provided in Section II (A) and Section VII (A) above, this Agreement shall also terminate immediately as to any of the licensed frequency or talkgroups covered by this Agreement if the license(s) or authorization(s) for a Party's use of a license is revoked by the Federal Communications Commission ("FCC") or other proper licensing authority.
- C. Upon termination of this Agreement all usage rights to a Party's Public Safety Radio System shall immediately revert to the owner of such system, respectively.

#### **ARTICLE VIII NONDISCLOSURE**

- A. To the extent allowed by law, the parties agree to maintain confidentiality of all communications and technical information that is shared under this Agreement.

#### **ARTICLE IX NOTICES**

- A. All notices and communications under this Agreement shall be sent by certified mail, return receipt requested, postage pre-paid, and properly addressed as follows:

If to Lower Colorado River Authority,  
to the following address:

with duplicate Copy to:

Attention: Vice President of Telecom Business Development Lower Colorado River Authority P.O. Box 220 Austin, Texas 78767-0220 Phone:(512) 473-3200 Email: Erik.Andersen@lcra.org	Attention: LCRA Legal Department Lower Colorado River Authority 3700 Lake Austin Boulevard Austin, TX 78703 E-mail: Raul.Garcia@lcra.org
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If to City of Corpus Christi,  
to the following address:

with duplicate Copy to:

Attn: Director, IT Dept.

Attn: City Attorney

City of Corpus Christi

City of Corpus Christi

1201 Leopard St., 4<sup>th</sup> Floor

P.O. Box 9277

Corpus Christi, TX 78401

Corpus Christi, TX 78469-9277

- B. All notices shall be effective upon receipt and shall be deemed to be received three days after deposit in a regularly maintained receptacle of the United States Mail, registered or certified, return receipt request, postage prepaid. Any Party may change its address or authorized agent by giving written notice to other Party.

**ARTICLE X  
NO PERSONAL LIABILITY AND NO THIRD PARTY BENEFICIARY**

- A. **NOTHING IN THIS AGREEMENT MAY BE CONSTRUED AS CREATING ANY PERSONAL LIABILITY ON THE PART OF ANY OFFICER, DIRECTOR, EMPLOYEE OR AGENT OF ANY PUBLIC BODY THAT MAY BE A PARTY TO THIS AGREEMENT AND THE PARTIES EXPRESSLY AGREE THAT THE EXECUTION OF THIS AGREEMENT DOES NOT CREATE ANY PERSONAL LIABILITY ON THE PART OF ANY OFFICER, DIRECTOR, EMPLOYEE OR AGENT OF ANY PARTY HERETO.**

**IN THE EVENT OF JOINT OR CONCURRENT NEGLIGENCE OF THE PARTIES, RESPONSIBILITY, IF ANY, SHALL BE APPORTIONED**

COMPARATIVELY IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO ANY PARTY INDIVIDUALLY UNDER TEXAS LAW. EACH PARTY SHALL BE RESPONSIBLE FOR ITS SOLE NEGLIGENCE.

THE PROVISIONS OF THIS PARAGRAPH ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND ARE NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY.

NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR INDIRECT DAMAGES ARISING FROM OR RELATING TO THIS AGREEMENT.

- B. It is expressly understood and agreed that, in the execution of this Agreement, no Party waives, nor shall be deemed to have waived, any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the Parties do not create any obligations, expressed or implied, other than those set forth herein, and this Agreement shall not create any rights in parties not signatories hereto.

#### **ARTICLE XI GENERAL PROVISIONS**

- A. **Authorization.** The Parties will obtain appropriate approvals or authorizations from their governing bodies as required by law to execute and perform this Agreement.
- B. **No Partnership.** Nothing contained in this Agreement shall be deemed or construed by the Parties, nor by any third party, as creating the relationship of principal and agent, or of a partnership, or employer-employee, or of joint venture between the Parties, it being understood and agreed that no provision contained in this Agreement, nor any acts of a Party hereto shall be deemed to create any relationship between the Parties other than the contractual relationship established under this Agreement.
- C. **Compliance with Law.** The Parties agree to observe and abide by all applicable Federal, State, and local statutes, laws, rules, and regulations, including but not limited to those of the FCC. The Parties acknowledge and agree that should any of the applicable statutes, rules, regulations or administrative rules change during this Agreement, and if the changes necessitate the amendment of this Agreement, then the Parties will reasonably cooperate with each other in making any necessary amendments.
- D. **Captions.** The captions used in this Agreement are for convenience only and do not limit or amplify any provisions contained in this Agreement.
- E. **Governing Law.** This Agreement shall be construed under and in accord with the

laws of the State of Texas.

- F. **Assignment.** This Agreement shall not be assignable, in whole or in part, without first obtaining the written consent of the other Party. Parties shall not convey any right to use any frequencies of another Party to a third party without the prior written consent of the other Party, except that (i) LCRA's third party radio customers shall be allowed to use such City frequencies and the City Talkgroups without prior written consent of the City, and (ii) the City's third party radio customers shall be allowed to use such LCRA frequencies and the LCRA Talkgroups without prior written consent of LCRA.
  
- G. **Severability.** The provisions of this Agreement are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this Agreement is for any reason held by a court of competent jurisdiction to be contrary to law or contrary to any rule or regulation having the force and effect of the law, the remaining portions of the Agreement shall be enforced as if the invalid provision had never been included.
  
- H. **Entire Agreement.** This Agreement contains the entire agreement between the Parties concerning the subject matter hereof and supersedes any prior written or oral agreement.
  
- I. **Amendment of Agreement.** The Parties may amend this Agreement at any time provided that such amendments are executed in writing and signed by a duly authorized representative of the Parties.

**(The rest of this page has been intentionally left blank).**



The Parties have executed this Agreement in multiple copies, each of which is an original.

**LOWER COLORADO RIVER AUTHORITY**



By: Ken Price

Name: Ken Price

Title: Chief Operating Officer

Date: Aug 17, 2023

**CITY OF CORPUS CHRISTI, TEXAS**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

**APPROVED AS TO LEGAL FORM:**

Elizabeth Hundley 8/18/23  
Assistant City Attorney Date