

**RESOLUTION NO. 26-R-031**

**A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS AUTHORIZING AN INTERLOCAL AGREEMENT FOR DISPATCH SERVICES WITH THE CITY OF LIVE OAK, TEXAS, AND THE CITY OF SCHERTZ, TEXAS AND OTHER MATTERS IN CONNECTION THEREWITH.**

**WHEREAS**, by Resolution Number 12-R-20, the city Council (the "City Council") of the City of Schertz (the "City") approved an Interlocal Agreement for emergency radio communications system services with the City of Live Oak, Texas ("Live Oak"); and

**WHEREAS**, the City of Schertz and the City of Live Oak previously entered into an Interlocal Agreement to provide emergency radio communications system services ("Agreement") on February 28, 2012; and

**WHEREAS**, the City of Schertz and the City of Live Oak desire to amend the Amendment on the terms and conditions contained herein.

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS THAT:**

Section 1. The City Council hereby authorizes the City Manager to amend and extend the Interlocal Cooperation Agreement with Live Oak (attached hereto as Exhibit A).

Section 2. The recitals contained in the preamble hereof are hereby found to be true, and such recitals are hereby made a part of this Resolution for all purposes and are adopted as a part of the judgment and findings of the City Council.

Section 3. All resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Resolution are hereby repealed to the extent of such conflict, and the provisions of this Resolution shall be and remain controlling as to the matters resolved herein.

Section 4. This Resolution shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

Section 5. If any provision of this Resolution or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Resolution and the application of such provision to other persons and circumstances shall nevertheless be valid, and the City Council hereby declares that this Resolution would have been enacted without such invalid provision.

Section 6. It is officially found, determined, and declared that the meeting at which this Resolution is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Resolution, was given, all as required by Chapter 551, Texas Government Code, as amended.

Section 7. This Resolution shall be in force and effect from and after its final passage, and it is so resolved.

PASSED AND ADOPTED, this \_\_\_\_ day of \_\_\_\_\_, 2026.

CITY OF SCHERTZ, TEXAS

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Ralph Rodriguez, Mayor

ATTEST:

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Sheila Edmondson, City Secretary

## **EXHIBIT A**

ILA for Emergency Radio Communications Services

## INTERLOCAL COOPERATION AGREEMENT

### BETWEEN THE CITY OF LIVE OAK, TEXAS AND THE CITY OF SCHERTZ, TEXAS

This Interlocal Cooperation Agreement ("Agreement") is entered into by and between, as Parties, the **City of Schertz, Texas** ("User"), a local government and political subdivision of the State of Texas, and the **City of Live Oak, Texas** ("Live Oak"), a Home Rule municipality and political subdivision of the State of Texas, pursuant to the authority granted and in compliance with the provisions of the Texas Interlocal Cooperation Act (Chapter 791, Texas Government Code), to be effective for all purposes as of execution by all parties of this document (the "Effective Date").

### RECITALS

The **User** is authorized by law to commission peace officers for the protection of property, the general public, and the enforcement of state laws and its own regulations. The **City of Live Oak** ("Live Oak") operates a **Trunked Radio System** under an agreement with the **Lower Colorado River Authority** ("LCRA"), which provides interconnectivity and critical communications links among public safety entities throughout the Central Texas region.

Live Oak and User desire to enter into this Agreement to allow Live Oak to provide the communications equipment, infrastructure, and technical services necessary for the operation of **800MHz radio equipment**, as further described herein. These services will support the User's efforts in deploying and maintaining reliable radio communications for public safety operations, responses to catastrophic or large-scale incidents, natural disasters, and other local emergency and public service needs.

The Parties are authorized to enter into this arrangement under **Chapter 791 of the Texas Government Code**, commonly known as the **Interlocal Cooperation Act**, and specifically **Section 791.025**.

### AGREEMENT

In consideration of the mutual benefits received by both Parties and the public under the terms of this Agreement, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

#### 1. Scope of Agreement

1.1. **System Access** Live Oak shall provide the User with an interconnection to the Trunked Radio System, including the use of antennas, switchgear, billing systems, and other

communications infrastructure, pursuant to its agreement with the Lower Colorado River Authority (LCRA).

1.2. **Fees** User shall pay Live Oak the applicable user fees for programmed radios and other authorized facilities deployed under this Agreement, as outlined in the fee schedule attached hereto as **Attachment A**.

1.3. **Programming Authorization** Any radio service provider acting on behalf of the User must obtain prior written approval from Live Oak before programming any radios for use on the Live Oak radio system.

1.4. **Equipment Modifications** Before making any modifications to equipment that interfaces with the Live Oak Trunked Radio System, the User must obtain written authorization from Live Oak. Live Oak must approve all proposed changes to communications equipment design and programming prior to implementation.

1.5. **Equipment Ownership and Maintenance** the User shall be solely responsible for the purchase, operation, and maintenance of its subscriber equipment (e.g., radios or other related devices used in connection with the Trunked Radio System interconnection provided by Live Oak).

1.6. **Permitted Use** of the Live Oak radio system is limited to entities that Live Oak determines provide services related to public safety and for whom interoperable communications are necessary to protect the health, safety, and welfare of the citizens of Texas. This includes the User.

## 2. Services to be Provided

2.1. **System Infrastructure Maintenance** Live Oak shall support the maintenance of the Trunked Radio System infrastructure, including but not limited to antennas, switchgear, billing systems, and other related communications infrastructure, as provided under this Agreement.

2.2. **User Group Meetings** User group meetings will be held as needed at the Live Oak Police Department Training Room. These meetings shall be open to area police chiefs and department heads from agencies that are paying participants in the Live Oak Trunked Radio System. Meetings may be scheduled at the request of any participating agency.

## 3. Compensation

3.1. **Payment for Services** the User agrees to compensate Live Oak in accordance with the terms of this Agreement for the equipment and services provided by Live Oak, at the fees or rates specified herein and in **Attachment A**.

3.2. **Invoicing** Live Oak shall issue itemized invoices to the User for the services provided. Each invoice shall specify the number of radios and any associated charges. The User shall remit payment in accordance with the terms set forth in this Agreement.

3.3. **Billing Schedule** Live Oak shall send invoices to the User monthly, on or before the first day of each month.

3.4. **Payment Terms** the User shall remit the payment to Live Oak within thirty (30) days of the invoice date.

3.5. **Late Payments** Invoices not paid within thirty (30) days shall be considered overdue and will accrue interest at a rate of five percent (5%) per month, for up to ninety (90) days. If

payment remains outstanding after ninety (90) days, Live Oak reserves the right to suspend or disconnect all radio services provided under this Agreement until the account is brought current.

#### **4. Liability**

Each Party shall be responsible for its own acts, including the sole negligence of its officers, agents, contractors, servants, or employees, in connection with any claims, demands, costs, or expenses arising out of or related to activities conducted under this Agreement. Neither Party shall be responsible for the acts or omissions of the other Party.

#### **5. Survivability of Actions**

All obligations and responsibilities of the Parties under this Agreement shall survive its termination to the extent they arise from any act, omission, or occurrence that took place prior to the effective date of termination

#### **6. Consequential and Incidental Damages**

**6.1. Limitation of Liability** In no event shall either Party be liable under any provision of this Agreement for any special, indirect, incidental, consequential, or punitive damages. This includes, but is not limited to, loss of profits or revenue, loss of use of equipment, cost of capital, or the cost of temporary equipment or services, whether such damage arises in whole or in part under contract, tort (including negligence), strict liability, or any other theory of liability. **Provided, however,** that any damages for which a Party may be liable to the other under a separate agreement between the Parties shall not be deemed special, indirect, incidental, or consequential damages for purposes of this Agreement.

#### **7. Terms**

**7.1. Initial Term** the Agreement shall begin as of the Effective Date of this Agreement and continue until two years, unless terminated earlier in accordance with the provisions of this Agreement.

**7.2. Renewal Terms** This Agreement will be automatically renewed for up to three (3) year renewal periods unless a Party gives the other Party at least 180 days (6 months) written notice of non-renewal prior to the end of the then existing initial or renewal term.

**7.3. Termination** Either Party may terminate this Agreement upon eighteen (18) months prior written notice of the Party's intent to terminate sent to the other Party. In the event there are circumstances that prevent LIVE OAK from performing under this Agreement, including force majeure, LIVE OAK shall provide written notice to the User, and this Agreement shall terminate immediately.

**7.4. Default** If either Party fails to perform in accordance with the terms and conditions of this Agreement, the Party claiming injury from the alleged default shall give the allegedly defaulting

Party thirty (30) days' written notice to cure such default. In the event the default is not cured within such a 30-day period, the Party claiming injury may terminate this Agreement.

## **8. Notices**

**8.1. Correspondence** All correspondence, notices, and invoices under this Agreement shall be in writing and sent to the designated representatives of the Parties as set forth below. If a Party changes its designated recipient, it shall notify the other Party in writing of the change.

**8.2.** Notices shall be effective upon receipt and shall be deemed received when:

- Delivered by hand,
- Sent by facsimile transmission or email,
- Sent by overnight courier, or
- Two (2) business days after being deposited in the United States Mail, postage prepaid, registered or certified mail, return receipt requested, addressed as follows:

### **User:**

Steve Williams  
City Manager, City of Schertz  
1400 Schertz Parkway  
Schertz, Texas 78154  
Phone: (210) 619-1000  
Fax: (210) 619-1009

### **Live Oak:**

Anas Garfaoui  
City Manager, City of Live Oak  
City of Live Oak  
8001 Shin Oak Drive  
Live Oak, TX 78233  
Phone: (210) 653-9140  
Fax: (210) 653-2766

## **9. Authority**

### **9.1. The Parties certify that:**

- (1) The services described in and to be provided under this Agreement are necessary and essential for activities properly within the Parties' statutory functions; and
- (2) The proposed arrangements serve the interests of efficient and economical administration of the Parties' authorized functions.

## **10. Miscellaneous**

**10.1. Gender and Number** Whenever the context of this Agreement requires, the masculine, feminine, or neuter gender, and the singular or plural number, shall each be deemed to include

the others. If any clause, sentence, provision, paragraph, or article of this Agreement is held by a court of competent jurisdiction to be invalid, illegal, or unenforceable, such holding shall not affect, impair, invalidate, or nullify the remainder of this Agreement, which shall remain in full force and effect according to the original intent of the Parties.

**10.2. Entire Agreement and Amendments** this Agreement constitutes a complete and entire understanding between the Parties with respect to the subject matter hereof and supersedes all prior negotiations, agreements, representations, and understandings, if any. This Agreement shall not be amended, modified, or discharged except by a written agreement duly executed by authorized representatives of both Parties. No official, representative, or employee of either Party shall have authority to modify this Agreement except as expressly authorized by the governing body of the Party.

**10.3. Third-Party Beneficiaries** nothing in this Agreement, express or implied, is intended to confer upon any person or entity other than the Parties hereto any rights, benefits, or remedies under or by reason of this Agreement. No Party waives any immunity or defense available against claims by third parties by entering into this Agreement.

**10.4. Independent Entities** user personnel are not employees of Live Oak, nor are Live Oak employees, employees of User. This Agreement does not create any partnership, employment, fiduciary, insurance, or agency relationship between the Parties or their respective agents, employees, volunteers, or officers. Neither Party shall be liable for the acts or omissions of the other Party or its agents or officers, except as determined by a court of competent jurisdiction.

**10.5. Immunity** nothing in this Agreement shall be construed as waiving any immunity from suit or liability to which a Party may be entitled under applicable law, except as may be required for acts violating criminal laws.

**10.6. Force Majeure** neither Party shall be liable for delays, nonperformance, damages, or losses caused by events beyond its reasonable control, including but not limited to natural disasters, severe weather, fires, floods, sabotage, government or regulatory actions (including withholding approvals), strikes, embargoes, or delays caused by vendors or contractors.

**10.7. The Governing Law and Venue** this Agreement shall be governed by and construed in accordance with the laws of the State of Texas. Jurisdiction and venue for any litigation arising from this Agreement shall lie exclusively in the state courts located in Bexar County, Texas.

**10.8. Counterparts and Headings** this Agreement and its attachments may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Headings are for convenience only and shall not affect the interpretation of this Agreement.

**10.9. Periodic Reviews and Equipment Loans** the Parties agree to conduct periodic reviews upon request to coordinate operations and administrative or management activities related to the services. The Parties may loan equipment to each other under this Agreement; however, any

loaned equipment shall remain the property of the loaning Party and must be returned within a reasonable time upon request to ensure uninterrupted official duties and services.

10.10. **Binding Effect and Assignment** this Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns. Neither Party may assign this Agreement without the prior written consent of the other Party.

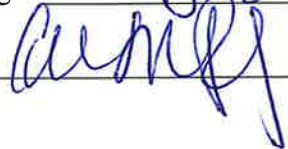
10.11. **Authority to Execute** by executing this Agreement, the undersigned individuals warrant and represent that they are duly authorized and have full authority to bind their respective Parties and governing boards or councils to the terms of this Agreement.

**USER – City of Schertz**

City Manager \_\_\_\_\_ Date \_\_\_\_\_

**City of Live Oak**

City Manager  \_\_\_\_\_ Date \_\_\_\_\_

Attorney  \_\_\_\_\_ Date \_\_\_\_\_