
**INTERLOCAL COOPERATION AGREEMENT
BETWEEN WILLIAMSON COUNTY
AND SOUTHWESTERN UNIVERSITY
POLICE DEPARTMENT
FOR
PARTICIPATION AND ACCESS TO COUNTY'S
LAW ENFORCEMENT RECORDS MANAGEMENT SYSTEM SOFTWARE
AND RELATED SUPPORT SERVICES**

THIS INTERLOCAL is made and entered into by and between **Williamson County, Texas** (hereinafter "The County"), a political subdivision of the State of Texas, acting herein by and through its governing body, and **Southwestern University Police Department** (hereinafter "SUPD"), a law enforcement agency in the State of Texas. This interlocal cooperation agreement is authorized and governed by the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code.

I.

Participation in The County's Law Enforcement Records Management System

Software: The County will provide access under its enterprise license to its Law Enforcement Management System Software (hereinafter "LEMSS"), which it maintains and supports, including but not limited to: application support, review and installation of LEMSS updates, addition or removal of authorized users, LEMSS software-specific support and any additional related services that are deemed necessary at the sole discretion of The County. SUPD will fall under the same Service Level Agreements (SLAs) for IT services as County Departments.

II.

Excluded Services and Items: The following list contains services and items not included under this Agreement:

1. Dispatch services or access to any computer-aided dispatch services.
2. Replacement or repair to parts, equipment or software not covered by vendor/manufacturer warranty or support or purchased directly by SUPD.
3. The cost of any additional software (outside The County's LEMSS), additional licensing or upgrade fees of any kind.
4. The cost of any 3rd party vendor or manufacturer support or incident fees of any kind.
5. The cost to bring SUPD's environment up to Minimum Standards required (e.g., proper operating systems) for services.

6. Failures due to acts of God, building modifications, power failures or other adverse environmental conditions or factors.
7. Maintenance of applications software packages, whether acquired from The County or any other source unless otherwise specified in the Managed Service Plan selected by SUPD.
8. Programming (modification of software code) and program (software) maintenance unless otherwise specified in the Managed Service Plan selected by SUPD.
9. Training services of any kind.
10. Services provided outside of the Normal Working Hours of 8:00 AM – 5:00 PM Central Standard Time, Monday through Friday, excluding County holidays.

Costs associated with the above listed items and services are not included in this Agreement. The County may, upon request of SUPD and to the extent possible, assist SUPD in procuring the above listed items and services. Any such assistance will be deemed Additional Services and shall be paid for by SUPD.

III.

Exclusion of Warranties; and Limitation of Liability: The services under this Agreement are subject to the following:

- A. **SPECIFIC EXCLUSION OF WARRANTIES.** THE EXPRESS WARRANTIES SET OUT IN THIS AGREEMENT, IF ANY, ARE IN LIEU OF ALL OTHER WARRANTIES, AND THERE ARE NO OTHER WARRANTIES, REPRESENTATIONS, CONDITIONS OR GUARANTEES OF ANY KIND WHATSOEVER APPLICABLE, EITHER EXPRESS OR IMPLIED BY LAW (IN CONTRACT OR TORT OR OTHERWISE) OR CUSTOM, INCLUDING, BUT NOT LIMITED TO THOSE REGARDING MERCHANTABILITY, FITNESS FOR PURPOSE, DURABILITY, CORRESPONDENCE TO SAMPLE, TITLE, DESIGN, CONDITION, OR QUALITY. WITHOUT LIMITING THE ABOVE, THE COUNTY DOES NOT WARRANT THAT ANY PRODUCTS OR SERVICES PROVIDED HEREUNDER WILL MEET THE REQUIREMENTS OF SUPD OR THAT THE OPERATION OF PRODUCTS PROVIDED HEREUNDER WILL BE FREE FROM INTERRUPTION OR ERRORS.
- B. **RESTRICTIONS ON WARRANTY.** THE COUNTY HAS NO OBLIGATION TO REPAIR OR REPLACE PRODUCTS DAMAGED BY EXTERNAL CAUSE (INCLUDING SUPD, SUPD'S EMPLOYEES, THIRD PARTIES AND ACTS OF GOD) OR THROUGH THE FAULT OR NEGLIGENCE OF ANY PARTY OTHER THAN THE COUNTY.
- C. **NO INDIRECT DAMAGES.** WITHOUT LIMITING THE GENERALITY OF SECTIONS OF THIS ARTICLE, IN NO EVENT WILL THE COUNTY BE LIABLE TO SUPD OR TO ANY OTHER PARTY FOR INDIRECT DAMAGES OR LOSSES (IN CONTRACT OR TORT OR OTHERWISE), INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOST PROFITS, LOST SAVINGS, LOST DATA, LOSS OF USE OF INFORMATION OR SERVICES, OR INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES.
- D. **LIMITS ON LIABILITY.** IF, FOR ANY REASON, THE COUNTY BECOMES LIABLE TO SUPD OR ANY OTHER PARTY FOR DIRECT OR ANY OTHER DAMAGES FOR ANY CAUSE WHATSOEVER, AND REGARDLESS OF THE FORM OF ACTION (IN CONTRACT OR TORT OR OTHERWISE), THEN:
 1. THE AGGREGATE LIABILITY OF THE COUNTY TO SUPD AND ALL OTHER PARTIES IN CONNECTION WITH THE PRODUCTS AND THE SERVICES WILL BE LIMITED TO THE AMOUNT OF FEES ACTUALLY PAID BY SUPD TO THE COUNTY AS CONSIDERATION FOR THE PRODUCTS AND SERVICES GIVING RISE TO SUCH CLAIM DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE DATE ON WHICH THE CAUSE OF ACTION AROSE; AND
 2. IN ANY CASE, SUPD MAY NOT BRING OR INITIATE ANY ACTION OR PROCEEDING AGAINST THE COUNTY ARISING OUT OF THIS AGREEMENT OR RELATING TO ANY PRODUCTS OR SERVICES PROVIDED HEREUNDER MORE THAN ONE (1) YEAR AFTER THE RELEVANT CAUSE OF ACTION HAS ARISEN.
- E. **SEPARATE ENFORCEABILITY.** SECTIONS OF THIS ARTICLE ARE TO BE CONSTRUED AS SEPARATE PROVISIONS AND WILL EACH BE INDIVIDUALLY ENFORCEABLE.

IV.

General Obligations of SUPD: Without limiting any of SUPD's other obligations under this Agreement, SUPD will:

- ★ 1. Ensure that at all times at least one current staff person of SUPD has been fully trained on the use of the LEMMS software;
- ② 2. Designate, by written notice, a primary and backup person as the point of contact for technology issues involving LEMSS;
3. ✓ Notify The County of any changes in staffing that requires The County's direct communication with regards to authorized users;
4. Be responsible for compliance with all relevant laws, regulations, and practices regarding use of the system and the data; and
5. Abide by all relevant information technology policies of The County set forth in Paragraph XVI below.

V.

Term: The initial term is from the date of execution of the Agreement to September 30, 2021. Following the initial term, the Agreement shall automatically renew each October 1st unless terminated pursuant to the terms of this Agreement.

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VI.

No Assignment: This agreement may not be assigned.

VII.

Consideration: While The County pays and maintains the basic LEMSS, SUPD will pay an annual financial contribution as set forth in the charges exhibit listed in Paragraph XVI. and designated as Exhibit "D.". Further consideration is to promote The County's policy goal in the public interest to foster standardization and streamline law enforcement cooperative efforts on county-maintained system(s) as much as reasonably possible; therefore, SUPD agrees to participate in the LEMSS and abide by all relevant information technology policies of The County also set forth in Paragraph XVI below.

Texas Prompt Payment Act Compliance: Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date licensee receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the SUPD Accounts Payable receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by licensee in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of licensee's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

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VIII.

No Authority to Bind: Neither Party shall incur any obligations for or in the name of the other Party, or have the authority to bind or obligate the other Party. Neither Party shall make, issue or authorize any statements (whether oral or written) in contravention of the foregoing.

IX.

No Waiver of Sovereign Immunity or Powers: Nothing in this agreement will be deemed to constitute a waiver of sovereign immunity or powers of The County, the Williamson County Commissioners Court, or the Williamson County Judge.

X.

Good Faith Clause: The Parties agree to act in good faith in the performance of this agreement.

XI.

Confidentiality: SUPD expressly agrees that it will not allow any of its employees or representatives unauthorized access to any of The County's confidential information that may be obtained while having access to The County's LEMSS. SUPD further agrees that it will not allow any of its employees or representatives to enter any unauthorized areas or access confidential information and will not disclose any information to unauthorized third parties, and will take care to guard the security of the information at all times.

XII.

Termination: This agreement may be terminated at any time at the option of either party, without future or prospective liability for performance upon giving thirty (30) days written notice thereof. In the event of termination, SUPD will only be liable for its pro rata share of services rendered and goods actually received.

XIII.

Venue and Applicable Law: Venue of this agreement shall be Williamson County, Texas, and the laws of the State of Texas shall govern all terms and conditions.

XIV.

1.1. **Notices:** The Parties designate the following persons for receipt of notice:

If to Williamson County:

Name: Bill Gravell (or successor)

Title: County Judge

Address: Williamson County
710 Main Street
Georgetown, TX 78626
Phone: (512) 943-1550

If to Southwestern University Police Department:

Name: Brad Dunn (or successor)
Title: Chief of Police
Address:
1005 Maple St. (FLD)
Georgetown, TX 78626
Phone: (512) 863-1031

The Parties may change the person designated for receipt of notice from time to time by giving notice in writing to the other parties, identifying the new person designated for receipt of service and identifying his/her name, title, address for notice and phone number.

XV.

Severability: In case any one or more of the provisions contained in this agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision in this agreement and this agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

XVI.

Entire Interlocal Contract & Incorporated Documents: This interlocal contract constitutes the entire contract between the parties and may not be modified or amended other than by a written instrument executed by both parties. Documents expressly incorporated (as if copied in full) into this Contract include the following:

- A. Williamson County Public Safety Technology Program "Hardware & Software Requirements," as amended;
- B. Williamson County Technology Services Public Safety Technology Division "Public Safety Technology Change Management Policy & Procedure," as amended;
- C. Williamson County Technology Services Public Safety Technology Division "Technology Services Support for Agencies Policy, as amended."
- D. Charges for Services

Documents listed above in items A-D are attached hereto as exhibits and are incorporated herein as if copied in full.

XVII.

County Judge or Presiding Officer Authorized to Sign Agreement: The presiding officer of The County's governing body who is authorized to execute this instrument by order duly recorded

Handwritten mark

may execute this agreement on behalf of The County.

AGREED AND APPROVED:

WILLIAMSON COUNTY

By: _____
Bill Gravell
County Judge

Date: _____

SOUTHWESTERN UNIVERSITY POLICE DEPARTMENT

By: Brad Dunn
Brad Dunn
Chief of Police

Date: 06/26/2019

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Exhibit D

Williamson County Technology Services Public Safety Technology Division

Annual Costs for Southwestern PD

Agency	Base Cost	RMS Cost	Total Annual
Southwestern PD	\$ 1,250.13	\$ 254.03	\$ 1,504.16

One time setup charge: \$ 653.61

First year total: \$ 2,157.77

2nd & following years: \$ 1,504.16