
**INTERLOCAL COOPERATION AGREEMENT
BETWEEN WILLIAMSON COUNTY COMMUNITY SUPERVISION AND
CORRECTIONS DEPARTMENT
AND WILLIAMSON COUNTY, TEXAS,
FOR
MANAGED TECHNOLOGY SERVICES AND SUPPORT**

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 **Williamson County Community Supervision and Corrections Department** (hereinafter "CSCD"), a political subdivision of the State of Texas, acting herein by and through its governing body. This interlocal cooperation agreement is authorized and governed by the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code.

I.

Managed Service Plan: The County will provide general network services and support, desktop support, and application support, including, but not limited to: network connectivity and monitoring, network security, virus protection, system performance and trends, hardware integrity and reliability, storage space and availability, review and installation of operating system updates, addition or removal of users, personal computer support, software support and any additional related services that are deemed necessary at the sole discretion of The County. CSCD 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. Service and repair made necessary by the alteration or modification of equipment or systems other than that authorized by The County, including alterations, software installations or modifications of equipment made by CSCD, CSCD's employees or anyone other than The County.
2. Replacement or repair to parts, equipment or software not covered by vendor/manufacture warranty or support, except for minor repairs.
3. The cost of any software, licensing or software renewal 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 CSCD'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 CSCD.
8. Programming (modification of software code) and program (software) maintenance unless otherwise specified in the Managed Service Plan selected by CSCD.
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, except for major issues that affect entire buildings or entire groups.

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

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 CSCD 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 CSCD, CSCD'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 CSCD 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 CSCD 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 CSCD AND ALL OTHER PARTIES IN CONNECTION WITH THE PRODUCTS AND THE SERVICES WILL BE LIMITED TO THE AMOUNT OF FEES ACTUALLY PAID BY CSCD 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, CSCD 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 CSCD: Without limiting any of CSCD's other obligations under this Agreement, CSCD will:

1. Upgrade to the latest mutually agreed-upon release or version(s) of software that is used by CSCD as soon as possible after becoming aware of its availability;
2. Ensure that at all times at least one current staff person of CSCD has been fully trained on the of software that is used by CSCD; and
3. Designate, by written notice, a primary and backup person as the point of contact for technology issues for each division or office.
4. Notify the County of any changes in staffing that requires The County's direct communication with regards to billing or network authorization by authorized users.

V.

Term: The initial term is from the date of execution of the Agreement to September 30, 2022. Following the initial term, the Agreement shall automatically renew each October 1st unless terminated pursuant to the terms of this Agreement.

VI.

No Assignment: This agreement may not be assigned.

VII.

Consideration and Compensation: The County will be compensated based on a fixed sum for the specific project herein. The amount of compensation paid to The County shall be capped and paid at \$79,740.54 per year for the specific project. This amount reflects out-of-pocket reimbursement for all costs such as labor and departmental resources devoted to the services rendered herein. **Billing will be made on a weekly, monthly, quarterly or annual basis for services at the discretion of CSCD.**

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 The County receives the goods under the agreement; (2) the date the performance of the service under the agreement is completed; or (3) the date the Williamson County Auditor

receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by The County 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 The County'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.

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: CSCD 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 IT network. CSCD 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, CSCD 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, Jr. (or successor)

Title: County Judge

Address: Williamson County
710 Main Street
Georgetown, TX 78626

Phone: (512) 943-1550

If to CSCD:

Name: Steve Morrison (or successor)

Title: Director

Address: Williamson County Community Supervision and Corrections Department
301 SE Inner Loop Rd
Georgetown, TX 78626

Phone: (512) 943-3500

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.

Right to Audit: CSCD agrees that The County or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of CSCD which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. CSCD agrees that The County shall have access during normal working hours to all necessary facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. The County shall give CSCD reasonable advance written notice of intended audits, which will be at the County's discretion.

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 may execute this agreement on behalf of The County.

AGREED AND APPROVED;

WILLIAMSON COUNTY

By: _____
Bill Gravell, Jr.
County Judge

Date: _____

COMMUNITY SUPERVISION AND CORRECTIONS DEPARTMENT

By:  _____
Steve Morrison
Director

Date: 7/2/19