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**INTERLOCAL COOPERATION AGREEMENT FOR  
PARTICIPATION AND ACCESS TO WILLIAMSON COUNTY'S  
DISPATCH SERVICES AND PUBLIC SAFETY SOFTWARE SYSTEMS AND  
RELATED SUPPORT SERVICES**

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This Interlocal Agreement for Participation and Access to Williamson County's Dispatch Services and Public Safety Software Systems and Related Support Services (hereinafter "Agreement") is made and entered into by and between Williamson County, Texas (hereinafter "County"), acting by and through its governing body, and the Texas local governmental entity set forth on the signature page hereinbelow (hereinafter "LGE"), acting by and through its governing body. County and LGE may hereinafter collectively be referred to as the "Parties" and individually as "Party". This interlocal cooperation agreement is authorized and governed by the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code.

**I.  
Purpose**

The purpose of this Agreement is for LGE to obtain dispatch services from County and be granted access to County's public safety software system and related support services in relation to LGE's provision of law enforcement services, fire services and/or emergency medical services to its citizens; as well as provide for the compensation to County for the costs incurred by County for providing such services and access.

**II.  
Definitions**

For purposes of this Agreement, the following terms shall have the meanings set forth herein:

- A. Call: "'Call(s) shall mean and include any activity that generates an event number in the County's Computer Aided Dispatch ("CAD") system to which at least one unit and/or User from LGE is dispatched. Cancelled and test calls will not count as a Call; provided, however, agency assists, and mutual aid responses will count as a Call.
- B. Fiscal Year: "Fiscal Year" shall mean the period of time between October 1<sup>st</sup> to September 30<sup>th</sup>.
- C. User: "User" shall mean and include the following:
  - 1. Each unique login to the County's computer system and each account used to access resources of the CAD, Records Management, Mobile Data, and other software packages covered under this Agreement;
  - 2. Each unit and/or apparatus capable of being dispatched and built into the CAD system, if not tied to an individual person;

3. Each employee of a law enforcement agency that accesses County's resources; and
4. Each fire apparatus eligible for dispatch, along with any individual accounts for that fire department.

### **III.**

#### **Obligations, Acknowledgements and Covenants of County**

County hereby agrees to the following obligations, acknowledgements, and covenants:

- A. County, acting through its Williamson County Emergency Communications Department ("WCECD"), shall receive all 911 Calls for service originating from LGE's jurisdictional boundaries and dispatch LGE's resources in a timely and professional manner.
- B. WCECD shall receive all non-emergency Calls for service from LGE's jurisdictional boundaries and dispatch LGE's resources in a timely and professional manner.
- C. County will provide associated data collection for Call taking and radio dispatch functions, and any additional related services that are deemed necessary at County's sole discretion.
- D. WCECD shall maintain all written WCECD policies, guidelines, requirements, and procedures which will serve as the policies, guidelines, requirements, and procedures for processing of all Calls for Service. These policies, guidelines, requirements, and procedures will be maintained on a secure SharePoint Website and LGE will be provided with access to the site.
- E. WCECD shall train and direct its staff to comply with the procedures and protocol requirements as developed and revised by the WCECD.
- F. WCECD shall maintain and document status reports to ensure that safety and dispatch standards are maintained.
- G. WCECD shall maintain and make available to LGE information regarding Calls, including, but not limited to, all times related to the Call, units dispatched and responding, actions taken, and any other information reasonably requested by LGE.
- H. County agrees that County shall at all times comply with all applicable local, state, and federal regulations, including, but not limited to any Criminal Justice Information Services ("CJIS") and/or Texas Crime Information System ("TCIC") compliance and regulation requirements. County hereby further agrees and acknowledges that LGE will not be responsible for non-compliance by County of any applicable local, state, and federal regulations, including, but not limited to any CJIS and/or TCIC compliance and regulation requirements and that this Agreement does not, in any way, limit, restrict and/or reduce County's obligations under any and all applicable laws, rules and/or regulations.
- I. County agrees to abide by all present or hereafter approved rules, policies and procedures of Texas Law Enforcement Telecommunications System ("TLETS"), the Texas Crime Information Center ("TCIC"), the National Crime Information Center ("NCIC"), National Law Enforcement Telecommunications System ("NLETS") and any other systems now or in the future associated therewith concerning the collection, storage, processing, retrieval, dissemination and exchange of information for criminal justice purposes.
- J. County will provide LGE with access to the County's public safety software systems under its license, which it maintains and supports, including but not limited to application support, review and installation of software updates, addition or removal of authorized users, software-specific support and any additional related services that are deemed necessary at County's sole discretion.

- K. Williamson County ITS shall maintain all written ITS policies, guidelines, requirements, and procedures which will serve as the policies, guidelines, requirements, and procedures for LGE access to the County's public safety software systems. These policies, guidelines, requirements, and procedures will be maintained on a secure SharePoint Website and LGE will be provided with access to the site.

#### **IV.**

#### **Obligations, Acknowledgements and Covenants of LGE**

LGE hereby agrees to the following obligations, acknowledgements, and covenants:

- A. LGE acknowledges that all County employees will be hired and compensated by County. All employees of County will be subject to all of the personnel policies and procedures of County and shall not be considered as employees of LGE.
- B. LGE acknowledges that WCECD shall have sole authority to develop and revise, at its discretion, the emergency and non-emergency Call receipt, response and dispatch procedures and protocol for County and that LGE shall have no authority over the day-to-day operations and management of the WCECD.
- C. LGE acknowledges that the WCECD is not the proper department to submit requests that may be desired by LGE in relation to the dispatch services provided hereunder, but, rather the proper forum to make requests shall be the Williamson County Dispatch Steering Committee and/or its Subcommittees.
- D. LGE acknowledges that the Texas Department of Public Safety serves as the CJIS System Agency and LGE agrees to execute, maintain, and comply with agreements with the criminal justice agency or agencies that the Texas Department of Public Safety may require for LGE's access to TLETS, TCIC, and NCIC, and NLETS.
- E. LGE acknowledges that all criminal justice records are to be entered by County with the LGE's Originating Agency Identifier Number ("ORI") and LGE hereby agrees to provide County with its ORI, as well as provide any updates should LGE's ORI be modified in the future.
- F. LGE agrees that it shall at all times comply with all applicable local, state, and federal regulations, including, but not limited to any CJIS and/or TCIC compliance and regulation requirements. LGE hereby further agrees and acknowledges that County will not be responsible for non-compliance by LGE of any applicable local, state, and federal regulations, including, but not limited to any CJIS and/or TCIC compliance and regulation requirements and that this Agreement does not, in any way, limit, restrict and/or reduce LGE's obligations under any and all applicable laws, rules and/or regulations.
- G. LGE agrees to abide by all present or hereafter approved rules, policies and procedures of TLETS, TCIC, and NCIC, and NLETS and any other systems now or in the future associated therewith concerning the collection, storage, processing, retrieval, dissemination and exchange of information for criminal justice purposes; and LGE acknowledges that County reserves the right to suspend service to LGE, which may include canceling of records entered for the LGE, when applicable policies are violated and not reinstate service following such instances until County's receipt of satisfactory assurances that violations have been corrected.
- H. When required by County, LGE shall furnish County with certification of compliance and proof of any necessary evidence of resolution of any compliance issues relating to any applicable local, state, and federal regulations, including, but not limited to any CJIS and/or TCIC

compliance and regulation requirements.

- I. LGE hereby acknowledges and agrees that it will be under and must comply with the same Service Level Agreements (SLAs) that are required of County Departments for Information Technology Services and Dispatch Services.
- J. LGE shall ensure that at all times during this Agreement that at least one current staff person of the LGE has been fully trained on the use of the County's public safety software systems.
- K. LGE hereby agrees and confirms that the total number of LGE's Users for Fiscal Year 2024 are set forth in **Exhibit "A" – LGE Users**. LGE further agrees that it shall notify County, in writing, should the number of LGE's Users increase or decrease following the execution of this Agreement.
- L. In the event that a LGE's User is no longer employed by LGE or is otherwise assigned to a job that no longer needs to utilize or access the County's dispatch services and public safety software systems, LGE must notify the County no later than twenty-four (24) hours following such User's separation from LGE or change in job function.
- M. LGE hereby acknowledges and agrees that each dispatched unit of LGE must have the adequate technology necessary to receive Call information from the County and to indicate a response status to the County, and that, without adequate technology, County may, at its discretion, refuse to configure LGE's system for dispatching such LGE unit or apparatus.
- N. LGE hereby designates the primary and alternate staff persons set forth below LGE's signature to serve as LGE's point of contact for technology issues involving public safety software systems and any issues involving County's dispatch services. LGE acknowledges that County will not reply to requests from or communicate with anyone other than LGE's primary or alternate staff person. LGE further agrees to provide written notification to the County of any changes in its primary or alternate staff persons.
- O. LGE shall comply with all applicable Federal and State laws and regulations and all vendor/manufacture requirements related to the use and operation of the County's public safety software systems.
- P. At all times during the term of this Agreement, LGE agrees to abide by and comply with all relevant County Information Technology Services and WCECD policies, guidelines, requirements, and procedures. LGE acknowledges that the policies, guidelines, requirements, and procedures will be maintained on a secure SharePoint Website and LGE will be provided with access to the site. LGE further acknowledges that sharing County's policies, guidelines, requirements, and procedures with third parties could jeopardize the County's dispatch and public safety software systems and that LGE shall not share or grant access to third parties without the express written consent of County.
- Q. LGE hereby acknowledges that County may, from time to time, perform maintenance service on the County network, with or without notice to the LGE, which may result in the unavailability of the County network. County will make every effort to notify LGE through its designated primary and alternate staff persons prior to scheduled maintenance and notice may be given in various forms including, but not limited to email notice and/or a phone call.

## **V.**

### **Excluded Services and Items**

The following is a non-exhaustive list of services and items not included under this Agreement:

- A. Replacement or repair to parts, equipment or software not covered by a vendor/manufacture warranty or support services agreement between County and a vendor/manufacture.
- B. Parts, equipment, or software purchased directly by the LGE or otherwise utilized by the LGE.
- C. Programming (modification of software code) and program (software) configuration unless otherwise previously agreed to by County and within the standard set of services provided by County's Information Technology Services and/or WCECD.
- D. Training services beyond any initial one-time user training that may be provided by County staff.
- E. Any work related to LGE's compliance with Texas CJIS, TCIC or other applicable laws and regulations.
- F. Services provided outside of the County's normal working hours, as set by the County's Information Technology Service Desk.
- G. County's failures or inability to perform due to reasons for which County is not responsible or due to circumstances beyond its control, including, but without limitation to, "acts of God", abnormal weather conditions or other natural catastrophes, war, terrorist attacks, sabotage, computer viruses, riots, strikes, lockouts or other industrial disturbances, building modifications, pandemics, epidemics, health emergencies, disease, plague, quarantine, travel restrictions, discovery of hazardous materials, differing or unforeseeable site conditions, acts of governmental agencies or authorities (whether or not such acts are made in response to other events), or any other events or circumstances not within the reasonable control of County, whether or not of a similar kind or nature to any of the foregoing.

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

## **VI.**

### **Exclusion of Warranties; Limitation of Liability; No Indemnification and Immunity**

The services under this Agreement are subject to the following:

- A. **SPECIFIC EXCLUSION OF WARRANTIES.** THERE ARE NO 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 LGE 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 LGE, LGE'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 LGE 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 LGE 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 LGE AND ALL OTHER PARTIES IN CONNECTION WITH THE PRODUCTS AND THE SERVICES WILL BE LIMITED TO THE AMOUNT OF FEES ACTUALLY PAID BY LGE 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, LGE 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.
- F. **No Indemnification:** It is understood and agreed between Parties that each Party hereto shall be responsible for its own acts of negligence in connection with this Agreement. Neither Party shall be responsible to the other Party for any negligent act or omission in connection with this Agreement. It is specifically agreed that, as between the Parties, each Party to this Agreement shall be individually and respectively responsible for responding to, dealing with, insuring against, defending, and otherwise handling and managing liability and potential liability pursuant to this Agreement. These provisions are solely for the benefit of the Parties hereto and not for the benefit of any person or entity not a party hereto; this Agreement shall not be interpreted nor construed to give any claim or cause of action to any third party. Where injury or property damage results from the joint or concurrent negligence of both Parties, liability, if any, shall be shared by each Party on the basis of comparative responsibility in accordance with the applicable laws of the State of Texas, subject to all defenses available to them, including governmental immunity. Nothing in this section adds to or changes the liability limits and immunities for a governmental unit provided by the Texas Tort Claims Act, Chapter 101, Civil Practice and Remedies Code, or other law.
- G. **Immunity.** This Agreement is expressly made subject to the Parties' governmental immunity under the Texas Civil Practice and Remedies Code and all applicable federal, state, and local laws, rules, regulations, ordinances, and policies. Nothing in this Agreement shall be deemed to waive, modify, or amend any legal defense available at law

or in equity to either Party or to create any legal rights or claim on behalf of any third party. Neither Party waives, modifies, or alters to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas.

## VII. Fees and Costs; Payment Terms

- A. Minimum Technology Charge: In Fiscal Year 2024, the LGE will pay a Minimum Technology Charge (“MTC”) of One Thousand Dollars (\$1,000). In future Fiscal Years, County may increase the MTC, as necessary, due to increased technology fees, charges and costs that are incurred by County in relation to the services and goods provided to LGE under this Agreement.
- B. Information Technology Licenses: LGE will receive the Information Technology licenses as set forth in **Exhibit “A” – LGE Users**. In the event LGE should need additional Information Technology licenses, LGE shall submit a written request to the County’s Information Technology Services Department. To the extent County is capable of issuing the additional requested licenses, LGE shall pay the County’s costs for such additional licenses.
- C. Per Call Costs: The County will provide LGE with two thousand five hundred (2,500) Calls per Fiscal Year at no charge (the “Base Call Amount”). If the LGE does not exceed the Base Call Amount in a Fiscal Year, the LGE will only pay any other costs and fees set out herein. If the LGE does exceed the Base Call Amount in a Fiscal Year, the LGE will pay the per Call cost for dispatch services over and above the Base Call Amount in such Fiscal Year plus all other costs and fees set out herein.
- D. Determination of Fiscal Year Costs and Fees:
  - 1. Fiscal Year 2024: In Fiscal Year 2024, the LGE will pay thirty-three percent (33%) of (i.) the total per Call costs of the dispatch services for all Calls over the Base Call Amount; (ii.) MTC; and (iii.) any other technology costs. LGE’s total Call costs for Fiscal Year 2024 will be determined by multiplying LGE’s call volume for the six (6) month period of October 1, 2023 through March 31, 2024 by a factor of two (2) to create an extrapolation for a 12-month period. LGE’s extrapolated 12-month call volume will then be multiplied by a per Call cost of \$25.14 for each Call that exceeds the Base Call Amount. On or before April 30, 2024, County will submit an invoice to LGE for its Fiscal Year 2024 Call costs, MTC and any other technology costs.
  - 2. Fiscal Year 2025: In Fiscal Year 2025, the LGE will pay sixty-six percent (66%) of (i.) the total per Call costs of the dispatch services for all Calls over the Base Call Amount; (ii.) MTC; and (iii.) any other technology costs. The County will determine the total per Call cost rate for Fiscal Year 2025 dispatch services by using factors including but not limited to projected annual increases in expenses and Call volume, general costs of personnel expenses, facilities costs, and costs of equipment. The County will also determine the LGE’s Fiscal Year 2025 MTC and any other technology costs for the necessary technology systems and personnel, Information Technology licenses, and license costs. LGE’s extrapolated call volume for Fiscal Year 2024, as determined in Section VII.(D).(1.) above, will be utilized to determine LGE’s total Call costs for Fiscal Year 2025. For purposes of LGE’s budget and funding considerations and planning for Fiscal Year 2025, County will

provide LGE, on or before April 30, 2024, with LGE's Fiscal Year 2025 Calls cost, MTC and any other technology costs. On or before October 31, 2024, County will submit an invoice to LGE for its Fiscal Year 2025 Calls cost, MTC and any other technology costs.

3. All Years Subsequent to Fiscal Year 2025: In Fiscal Year 2026 and all subsequent Fiscal Years, the LGE will pay one hundred percent (100%) of (i.) the total per Call costs of the dispatch services for all Calls over the Base Call Amount; (ii.) MTC; and (iii.) any other technology costs. The County will determine the total per Call cost rate for the dispatch services using factors including but not limited to projected annual increases in expenses and Call volume, general costs of personnel expenses, facilities costs, and costs of equipment. The County will also determine the LGE's Fiscal Year MTC and any other technology costs for the necessary technology systems and personnel, Information Technology licenses, and license costs. LGE's Call volume for the period between April 1<sup>st</sup> of the previous calendar year to March 31<sup>st</sup> of the current calendar year will be utilized to determine LGE's total Call costs for the upcoming Fiscal Year. For purposes of LGE's budget and funding considerations and planning for the upcoming Fiscal Year, County will provide LGE, on or before April 30<sup>th</sup>, with (i.) LGE's updated Call volume data for the time period between April 1<sup>st</sup> of the previous calendar year to March 31<sup>st</sup> of the current calendar year; (ii.) the per Call cost rate for the upcoming Fiscal year; and (iii.) LGE's MTC and any other technology costs for the upcoming Fiscal Year. On or before October 31<sup>st</sup> of each Fiscal Year, County will submit an invoice to LGE for its Fiscal Year Call costs, MTC and any other technology costs.
- E. Payment Terms: LGE's payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. Invoices shall be paid by LGE within thirty (30) days from the date of the LGE's receipt of an invoice. Interest charges for any late payments shall be paid by LGE 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 Fiscal Year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of (1) 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.
- F. Additional Local Governmental Entities: In the event new local governmental entities other than those set forth in **Exhibit "A" – LGE Users** are provided with dispatch services and public safety software systems and related support services following the execution of this Agreement, the County will use comparable LGE Users to determine the Call costs, MTC and other technology costs for such new agencies. The County may charge new local governmental entities for any onboarding and set-up costs that may be necessary to cover the County's cost to add such entities to the County's dispatch services and public safety software systems.

## **VIII. Term and Termination**

- A. Term: The term of this Agreement shall be for three (3) years commencing on October 1, 2023, and terminating thereafter on September 30, 2026 ("Initial Term"). Following the Initial Term, this Agreement shall automatically renew for an additional three (3) year term commencing on October 1, 2026, and terminating on September 30, 2029 ("Extended

Term”). The Initial Term and Extended Term shall be subject to the termination rights set out herein.

- B. Termination: Either Party may terminate this Agreement for convenience and without cause upon one-hundred twenty (120) calendar day’s written notice to the other Party. In the event of termination, it is understood and agreed that LGE shall pay the pro-rated amounts that may be due to County for the goods and/or services provided, and expenses incurred to and including the date of termination. Termination of this Agreement shall not excuse any of the payments due for services provided during the period prior to the effective date of the termination. Notwithstanding any termination of this Agreement by either Party, LGE will remain responsible for providing police, fire, and 911 dispatch services for any and all such calls within its jurisdiction.

## **IX. Legal Notices**

The Parties will designate a person for receipt of legal notices under this Agreement, which for LGE may or may not be the same person as LGE’s primary or alternate staff person for technology issues involving public safety software systems and issues involving dispatch services. The Parties may change the person designated for receipt of legal notices by giving notice in writing to the other Party, identifying the new person designated for receipt of service of legal notices relating to this Agreement and identifying his/her name, title, address for notice and phone number. The Parties designate the following persons for receipt of legal notices under this Agreement:

### **If to County:**

|          |                                                                           |
|----------|---------------------------------------------------------------------------|
| Name:    | Bill Gravell (or successor)                                               |
| Title:   | Williamson County Judge                                                   |
| Address: | Williamson County<br>710 Main Street<br>Suite 101<br>Georgetown, TX 78626 |
| Phone:   | (512) 943-1550                                                            |

**If to LGE:** As identified and set forth below LGE’s signature.

## **X. Miscellaneous Provisions**

- A. Applicable Law and Venue: This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and all applicable federal laws. The obligations of the Parties are performable in Williamson County, Texas, and if legal action is necessary to enforce same, exclusive venue shall be in Williamson County, Texas.
- B. Governmental Services, Independent Contractor: Notwithstanding any provision to contrary herein, this Agreement is a contract for and with respect to the performance of governmental functions by governmental entities. The services provided for herein are governmental functions and the Parties shall be engaged in the conduct of a governmental

functions while providing and/or performing services pursuant to this Agreement. The employees of each Party will at all times be subject to the supervision and control of the respective Party that such employee is employed by and shall be responsible to his or her employer. No employee employed by LGE shall be considered an agent, servant, or employee of County and no employee employed by the County shall be considered an agent, servant, or employee of LGE. The relationship of County and LGE is that of independent contractors. Nothing in this Agreement shall be construed to create a relationship of partnership, joint venture, or agency by or between County and LGE. Neither party shall be the agent of the other nor have the authority to bind the other.

- C. Duty to Cooperate: The Parties shall each have a duty to reasonably cooperate with each other in the event that a lawsuit is filed against either Party by any third party resulting from or related to the services performed or goods provided under this Agreement.
- D. 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 of it and this Agreement shall be considered as if such invalid, illegal, or unenforceable provision had never been contained in this Agreement.
- E. Headings, Captions: The captions to the various clauses of this Agreement are for informational purposes only and shall not alter the substance of the items and conditions of this Agreement.
- F. No Assignment: This Agreement may not be assigned.
- G. Non-exclusivity of Service Provision: The Parties agree that County may contract to perform services similar or identical to those specified in this Agreement for such additional governmental or public entities as the County, in its sole discretion, deems fit.
- H. Current Revenues: LGE agrees that payments that it is required to make under this Agreement shall be made out of the LGE's current revenues.
- I. Non-Appropriation and Fiscal Funding. The obligations of the Parties under this Agreement do not constitute a general obligation or indebtedness of either Party for which such Party is obligated to levy, pledge, or collect any form of taxation. It is understood and agreed that LGE shall have the right to terminate this Agreement at the end of any Fiscal Year if the governing body of LGE does not appropriate sufficient funds as determined by LGE's budget for the Fiscal Year in question. LGE may effect such termination by giving written notice of termination at the end of the then-current Fiscal Year.
- J. Prior Agreements Superseded: This Agreement constitutes the sole and only agreement of the Parties hereto and supersedes any prior understanding or written oral agreements between the parties respecting the services and/or goods to be provided under this Agreement.
- K. Good Faith Clause: The Parties agree to act in good faith in the performance of this Agreement.
- L. Confidentiality: Each Party shall treat any information received in relation to the services and/or goods provided under this Agreement from the other Party as confidential, to the extent permitted by law, and shall notify the other party in the event it receives a public information request or subpoena for such information. LGE 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 public safety software systems. The LGE further agrees that it will not allow any of its employees or representatives to enter any unauthorized areas of or access to confidential information of County and will not disclose any of County's information to unauthorized third parties and will take care to guard the security of the information at all times.

- M. Multiple Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.
- N. Authority. The Parties acknowledge and confirm that this Agreement has been entered into pursuant to the authority granted under the Interlocal Cooperation Act of Texas. All terms and provisions herein are to be construed and interpreted consistently with the Interlocal Cooperation Act. The Parties each represent and warrant to the other Party that the warranting party possesses the legal authority to enter into this Agreement and that it has taken all actions necessary to exercise that authority and to lawfully authorize its undersigned signatory to execute this Agreement and to bind such party to its terms. Each person executing this Agreement on behalf of a Party warrants that he or she is duly authorized to enter into this Agreement on behalf of such Party and to bind it to the terms hereof.
- O. Entire Agreement & Incorporated Documents: This Agreement constitutes the entire agreement between the Parties and may not be modified or amended other than by a written instrument executed by both Parties.

Documents, both current and as amended, expressly incorporated into this Agreement, as if copied in full, shall include the following:

1. Williamson County Technology Services "Hardware & Software Requirements," as amended\*;
2. Williamson County Technology Services "Public Safety Software Configuration Policy," as amended\*;
3. Williamson County Technology Services Public Safety Technology Division "Technology Services Support for Agencies Policy" as amended\*;
4. Service Level Agreement for Information Technology Services\*;
5. Exhibit "A" - LGE Users.

\*The current version of this incorporated document will be maintained by County on a secure SharePoint Website and LGE's primary and alternate staff persons, as identified below LGE's signature hereinbelow, will be provided with access to such site. Any future documents that are necessary for compliance and provision of the services hereunder may be added to the SharePoint Website by County and, in such case, LGE must comply with such documents.

**IN WITNESS WHEREOF**, the Parties have duly executed and delivered this Agreement to be effective as of the date of the last Party's execution below.

**COUNTY:**

**WILLIAMSON COUNTY, TEXAS**

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

**Printed Name:** \_\_\_\_\_

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

**Date:** \_\_\_\_\_, 20\_\_\_\_

LGE:

Name of LGE: City of Thrall

By: 

Printed Name: Troy Marx

Title: Mayor

Date: August 23, 2023

LGE's Designated Contact for Legal Notices (Article IX):

Name: Whitney Whitworth

Title: Chief

Address: Same as below

\_\_\_\_\_, TX \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

**LGE's Primary and Backup Staff Persons for Technology Issues Involving Public Safety Software Systems and Issues Involving Dispatch Services:**

**Primary Contact:**

Name: Whitney Whitworth

Address: 104 Main St.

Thrall, TX 76578

Phone: 512-923-0929

Email: PDchief@cityofthrall.com

**Alternate Contact:**

Name: Same as above

Address: \_\_\_\_\_

\_\_\_\_\_, TX \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

# Exhibit “A”

## LGE Users

\* Note: User Adjustment is currently set at up to 15 users for certain software systems

\*\*Due to the complexity and workload of supporting RMS, allotments do not apply

| County | Agency                     | Abbrev. | Total Users | Adj Total | RMS | Adj RMS | LE MCT | Adj LE MCT | Fire MCT | Adj Fire MCT | CAD | Adj CAD |
|--------|----------------------------|---------|-------------|-----------|-----|---------|--------|------------|----------|--------------|-----|---------|
| No     | Avery Pickett (Taylor VFD) | AVFD    | 15          | 0         | 0   | 0       | 0      | 0          | 15       | 0            | 15  | 0       |
| No     | ESD 7/Florence FD          | ESD7    | 7           | 0         | 0   | 0       | 0      | 0          | 7        | 0            | 7   | 0       |
| No     | Florence PD                | FLPD    | 12          | 0         | 2   | 2       | 12     | 0          | 0        | 0            | 12  | 0       |
| No     | GMAT                       | GMAT    | 13          | 0         | 0   | 0       | 0      | 0          | 0        | 0            | 13  | 0       |
| No     | Granger FD                 | GRFD    | 12          | 0         | 0   | 0       | 0      | 0          | 12       | 0            | 12  | 0       |
| No     | Granger PD                 | GRPD    | 15          | 0         | 1   | 1       | 2      | 0          | 0        | 0            | 15  | 0       |
| No     | ESD 3/Hutto FD             | HUFD    | 8           | 0         | 0   | 0       | 0      | 0          | 8        | 0            | 8   | 0       |
| No     | Hutto ISD PD               | HUSD    | 6           | 0         | 3   | 3       | 4      | 0          | 0        | 0            | 6   | 0       |
| No     | Hutto PD                   | HUPD    | 75          | 60        | 5   | 5       | 75     | 60         | 0        | 0            | 75  | 60      |
| No     | ESD 5/Jarrell FD           | JAFD    | 9           | 0         | 0   | 0       | 0      | 0          | 9        | 0            | 9   | 0       |
| No     | Jarrell PD                 | JAPD    | 20          | 5         | 3   | 3       | 20     | 5          | 0        | 0            | 20  | 5       |
| No     | Jollyville FD              | JVFD    | 3           | 0         | 0   | 0       | 0      | 0          | 3        | 0            | 3   | 0       |
| No     | Leander FD                 | LEFD    | 22          | 7         | 0   | 0       | 0      | 0          | 22       | 7            | 22  | 7       |
| No     | ESD 4/Liberty Hill FD      | LHFD    | 5           | 0         | 0   | 0       | 0      | 0          | 5        | 0            | 5   | 0       |
| No     | Liberty Hill PD            | LHPD    | 25          | 10        | 3   | 3       | 25     | 10         | 0        | 0            | 25  | 10      |
| No     | Liberty Hill ISD PD        | LISD    | 9           | 0         | 2   | 2       | 9      | 0          | 0        | 0            | 9   | 0       |
| No     | Round Rock ISD PD          | RISD    | 39          | 24        | 2   | 2       | 39     | 24         | 0        | 0            | 39  | 24      |
| No     | ESD 2/Sam Bass FD          | SBFD    | 6           | 0         | 0   | 0       | 0      | 0          | 6        | 0            | 6   | 0       |
| No     | Southwestern PD            | SWPD    | 1           | 0         | 1   | 1       | 0      | 0          | 0        | 0            | 0   | 0       |
| No     | Taylor FD                  | TAFD    | 10          | 0         | 0   | 0       | 0      | 0          | 10       | 0            | 10  | 0       |
| No     | ESD 10/Thrall & Coupland   | ED10    | 18          | 3         | 0   | 0       | 0      | 0          | 5        | 0            | 18  | 3       |
| No     | Thrall PD                  | THPD    | 5           | 0         | 2   | 2       | 2      | 0          | 5        | 0            | 5   | 0       |
| No     | Weir FD                    | WEFD    | 2           | 0         | 0   | 0       | 0      | 0          | 2        | 0            | 2   | 0       |
| Yes    | Constable 1                | CON1    | 12          | 0         | 2   | 2       | 12     | 0          | 0        | 0            | 12  | 0       |
| Yes    | Constable 2                | CON2    | 15          | 0         | 2   | 2       | 15     | 0          | 0        | 0            | 15  | 0       |
| Yes    | Constable 3                | CON3    | 13          | 0         | 2   | 2       | 13     | 0          | 0        | 0            | 13  | 0       |
| Yes    | Constable 4                | CON4    | 15          | 0         | 2   | 2       | 15     | 0          | 0        | 0            | 15  | 0       |
| Yes    | Emergency Services         | ES      | 45          | 30        | 0   | 0       | 0      | 0          | 45       | 30           | 45  | 30      |
| Yes    | EMS                        | WEMS    | 49          | 34        | 0   | 0       | 0      | 0          | 49       | 34           | 49  | 34      |
| Yes    | WC SO                      | WCISO   | 750         | 735       | 750 | 750     | 215    | 200        | 0        | 0            | 215 | 200     |
| Total  |                            |         | 1236        | 908       | 782 | 782     | 458    | 299        | 203      | 71           | 700 | 373     |