

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is made by and between the City of Round Rock, Texas ("CITY") and Williamson County, Texas ("COUNTY").

RECITALS

WHEREAS, CITY and COUNTY have identified a possible need, in certain emergency contingencies, for CITY's telecommunications operators to use COUNTY's communications consoles as a backup for CITY's consoles in order to dispatch CITY's fire and/or police personnel; and

WHEREAS, CITY and COUNTY have identified a possible need, only in the event of a catastrophic incident which results in the inability of CITY's telecommunications operators to timely dispatch CITY's fire and/or police personnel from either its own consoles or COUNTY's consoles, for COUNTY's telecommunications operators to use COUNTY's communications consoles in order to dispatch CITY's fire and/or police personnel; and

WHEREAS, CITY and COUNTY have identified a need, in certain equipment service contingencies, for authorized Motorola technicians to access communications consoles for required system repairs and/or maintenance; and

WHEREAS, CITY and COUNTY agree that, to accomplish such purposes, it is necessary to place folders containing CITY's Fire Department radio templates and CITY's Police Department radio templates on COUNTY's Motorola MCC7500 dispatch radio consoles located in Georgetown, Williamson County, Texas; and

NOW, THEREFORE, the parties agree as follows:

SECTION 1.

Subject to the terms of this Memorandum of Understanding, CITY hereby grants authorization to COUNTY to place folders containing CITY's Fire Department radio templates and CITY's Police Department radio templates on COUNTY's Motorola MCC7500 dispatch radio consoles located in Georgetown, Williamson County, Texas.

SECTION 2.

The parties expressly agree that the purpose of such grant of authorization is limited to (1) allowing CITY's telecommunications operators to use COUNTY's communications consoles as a backup for CITY's consoles in order to dispatch CITY's fire and/or police personnel; (2) allowing COUNTY's telecommunications operators to dispatch CITY's fire and/or police personnel *only* in the event of a catastrophic incident which results in the inability of CITY's telecommunications operators to timely dispatch personnel; and (3) allowing authorized

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Motorola technicians (and their authorized designees) access in order to make required system repairs or perform required system maintenance;

SECTION 3.

CITY expressly agrees that justification for CITY using COUNTY's communications consoles to dispatch CITY's fire and/or police personnel is limited to the event of CITY's consoles being non-operational or to the need to evacuate CITY's Communications Center.

SECTION 4.

COUNTY expressly agrees that justification for COUNTY using COUNTY's communications consoles to dispatch CITY's fire and/or police personnel is strictly limited to the event of a catastrophic incident which results in the inability of CITY's telecommunications operators to timely dispatch personnel.

SECTION 5.

The parties expressly agree that COUNTY will have the responsibility for ensuring that personnel opening any folders containing CITY's radio templates are authorized to do so.

SECTION 6.

The parties expressly agree that COUNTY will have the responsibility for ensuring that personnel opening any folders containing CITY's radio templates properly close same before leaving the communications console on which the radio template was opened.

SECTION 7.

This Memorandum of Understanding may not be modified in any fashion other than in writing, by agreement of both parties, and through the prescribed processes of both parties' governing bodies.

SECTION 8.

This Memorandum of Understanding is effective as of the date of signing, and shall remain in full force and effect until properly terminated by either party in writing with notice to the other party at least sixty (60) days in advance. The parties expressly agree that, upon termination, all folders containing CITY's radio templates shall be removed from all COUNTY communications consoles.

Executed and effective on this the 28th day of February, 2008.

CITY OF ROUND ROCK, TEXAS

By: _____

Nyle Maxwell, Mayor

Date Signed: 2.28.08

ATTEST:

By: _____

Sara L. White, City Secretary

FOR CITY, APPROVED AS TO FORM:

By: _____

Stephan L. Sheets, City Attorney



WILLIAMSON COUNTY, TEXAS

By: _____

Dan A. Gattis, County Judge

Date Signed: 4-1-08

Lisal Binkley