

**INTERLOCAL AGREEMENT BETWEEN
WILLIAMSON COUNTY, TEXAS AND
THE CITY OF GEORGETOWN, TEXAS
REGARDING THE REGIONAL INFORMATION SHARING FOR EMERGENCY
RESPONSE (RISER) PROJECT**

This Interlocal Agreement ("Agreement") is made by and between Williamson County, Texas, a Political Subdivision of the State of Texas (the "County") and the City of Georgetown, Texas, (the "City"), both acting by and through their duly authorized representatives.

WITNESSETH:

WHEREAS, the County and the City are authorized to enter into this Agreement pursuant to the provisions of the Interlocal Cooperation Act, Texas Government Code Section 791.00 et seq;

WHEREAS, the City and the County have a need to share public safety data in a secure manner including Computer-Aided Dispatch ("CAD") data and other sensitive public safety data;

WHEREAS, the City and County and would like to utilize the City's existing fiber-optic cable to connect their respective computer networks for the purpose of data exchange;

WHEREAS, other city, county, regional, or state government entities may desire to participate in sharing data on the connected computer networks, and may become participants after executing and submitting a data sharing agreement (see Exhibit A) per the terms of this Agreement (collectively called "Authorized Participants");

WHEREAS, the County has entered into an agreement with the Texas Department of Transportation ("TXDOT") to acquire and maintain a data exchange method for Traffic Management System ("TMS") Data which will rely on connectivity via the City's fiber-optic cable;

WHEREAS, Authorized Participants (or divisions thereof) shall submit executed data sharing agreements ("DSA") to the official registry of DSAs on or before the effective date of the DSA. The Authorized Participant (or division thereof) that maintains control and permissions of the data to be shared shall create and submit the DSA, and no DSA can legally bind another Authorized Participant or division thereof that is not subject to the DSA. Wherever possible, the DSA template (Exhibit A) should be used;

NOW, THEREFORE, the County and the City agree as follows:

I. OBLIGATIONS AND AGREEMENTS OF THE COUNTY

- A. The County shall not remove access by the City or another Authorized Participant unless such action is required to protect the security or integrity of the computer network.
- B. The County shall comply with all applicable government regulations and policies with regard to the data exchanged, transmitted or stored, including (but not limited to) the Health Insurance Portability and Accountability Act (HIPAA), Health Information Technology for Economic and Clinical Health Act (HITECH), and the Criminal Justice Information System (CJIS) security policy.
- C. The County shall not be the custodian of record for data maintained by the City or other Authorized Participant and shall therefore direct public information requests to the City or other Authorized Participant.
- D. The County will provide a software platform to provide data exchange between CAD systems at the City and other Authorized Participants. The County is responsible for the cost of implementing and maintaining the central software for data exchange.
- E. The County will set minimum technology standards to connect to the CAD software data exchange for all Authorized Participants.
- F. The County shall be responsible for any issues or costs associated with CAD data exchange that result from changes to the County's network configuration, County policies and procedures, or changes to the County's CAD system.
- G. The County will create a registry of all data sharing agreements executed by Authorized Participants (or divisions thereof) stored in a database that will be accessible to all parties. This shall be considered the official registry of all agreements between Authorized Participants.

II. OBLIGATIONS AND AGREEMENTS OF THE CITY

- A. The City shall designate at least three (3) pairs of City-owned fiber-optic cables for use by the City, County and other Authorized Participants
- B. The City agrees to allow traffic originating from, or destined to, Williamson County or Authorized Participants across the designated fiber-optic cables.
- C. The City will continue to own and maintain the fiber-optic cables, and will be responsible for firewalls and security of the City's computer network.
- D. The City will not charge the County or other Authorized Participants for operational or capital expenses associated with the fiber-optic cables or networking equipment related to this Agreement.
- E. The City shall not remove access by the County or another Authorized Participant unless

such action is required to protect the security or integrity of the computer network.

- F. The City shall comply with all applicable government regulations and policies with regard to the data exchanged, transmitted or stored, including (but not limited to) the Health Insurance Portability and Accountability Act (HIPAA), Health Information Technology for Economic and Clinical Health Act (HITECH), and the Criminal Justice Information System (CJIS) security policy.
- G. The City shall not be the custodian of record for data maintained by the County or other Authorized Participant and shall therefore direct open records requests to the County or other Authorized Participant.
- H. The City shall follow the minimum set of technology standards to connect to the CAD software data exchange hosted by the County.
- I. The City shall be responsible for any issues or costs associated with CAD data exchange that result from changes to the City's network configuration, City policies and procedures, or changes to the City's CAD system.

III. TERM AND TERMINATION

- A. Term. This Agreement shall be effective for one (1) year from and after the date of execution by all parties, and shall automatically be extended for successive one-year periods if not terminated pursuant to the terms hereof.
- B. Termination for Convenience. Either party may terminate this Agreement for convenience and without cause or further liability upon thirty (30) days written notice to the other party. Any Authorized Participant may terminate its data sharing agreement for convenience and without cause or further liability upon thirty (30) days written notice submitted to the official registry.

IV. MISCELLANEOUS

- A. Severability. If any section, subsection, sentence, clause or phrase of this Agreement is for any reason held to be unconstitutional, void, or invalid, the validity of the remaining portions of the Agreement shall not be affected thereby. It is the intent of the parties signing this Agreement that no portion of it, or provision or regulations contained in it shall become inoperative or fail by reason of unconstitutionality or invalidity of any other section, subsection, sentence, clause, phrase, provision, or regulation of this Agreement.
- B. Law and Venue. This Agreement shall be interpreted, construed, and governed by the laws of the State of Texas. The obligations under this Agreement are performable in Williamson County, Texas. It is expressly understood that any lawsuit or litigation arising out of or relating to this Agreement shall be conducted in a Texas state or federal court with

jurisdiction in and over Williamson County, Texas.

- C. Alteration, Amendment, or Modification. Except as otherwise set forth herein, this Agreement may not be altered, amended, or modified except in writing, approved by all parties hereto.
- D. Notice. Notices to either party shall be in writing, and may be either hand delivered or sent by certified or registered mail, postage paid, return receipt requested. If sent to the parties at the addresses designated herein, notice shall be deemed effective upon receipt in the case of hand delivery and three days after deposit in the U.S. Mail in case of mailing.

The address of City for hand delivery shall be:

City of Georgetown
Attn: City Manager
113 E. 8th Street
Georgetown, Texas 78626

The address of City for notice by mail shall be:

City of Georgetown
Attn: City Manager
P.O. Box 409
Georgetown, Texas 78627-0409

The address for the County for all notices hereunder shall be:

Dan A. Gattis
Williamson County Judge
710 Main Street, Suite 101
Georgetown, Texas 78626

- F. Independent Relationship. Both parties hereto, in the performance of this Agreement, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.
- G. No Waiver of Immunities. Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to the parties hereto, their past or present officers, employees, or agents or employees, nor 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 and of the United States.
- H. Compliance with Laws. The parties hereto shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts

or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations.

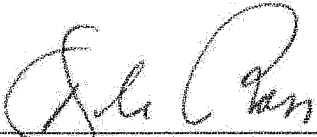
- I. Force Majeure. If the party obligated to perform is prevented from performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of said party, the other party shall grant such party relief from the performance of this Agreement. The burden of proof for the need of such relief shall rest upon the party obligated to perform. To obtain release based on force majeure, the party obligated to perform shall file a written request with the other party.
- J. No Third Party Beneficiaries. This Agreement is for the sole and exclusive benefit of the parties hereto, and nothing in this Agreement, express or implied, is intended to confer or shall be construed as conferring upon any other person any rights, remedies or any other type or types of benefits.
- K. Incorporation of Exhibits and Attachments. All of the Exhibits referred to in this Agreement are incorporated by reference as if set forth verbatim herein.
- L. Execution in Counterparts. This Agreement may be executed in counterparts, each of which, when executed and delivered, shall be deemed to be an original and all of which together shall constitute one and the same document.
- M. Entire Agreement. This Agreement, including Exhibit A (as mutually amended by the parties), constitutes the entire agreement between the parties hereto, and supersedes all their oral and written negotiations, agreements, and understandings of every kind. The parties hereto understand, agree, and declare that no promise, warranty, statement, or representation of any kind whatsoever, which is not expressly stated in this Agreement, has been made by any party hereto or its officer, employees, or other agents to induce execution of this Agreement.

WHEREFORE, premises considered, in this Interlocal Agreement is executed to be effective the date of the last party to sign.

[REST OF PAGE INTENTIONALLY LEFT BLANK. SIGNATURES TO FOLLOW.]

ACCEPTED AND AGREED TO:

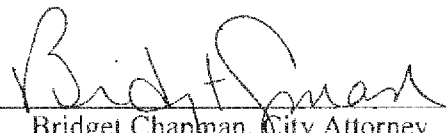
CITY OF GEORGETOWN, TEXAS

By: 
Dale Ross, Mayor

ATTEST:

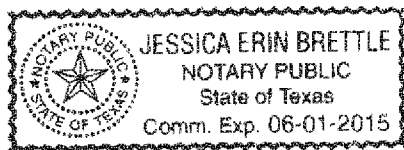
By: 
Jessica Brettle, City Secretary

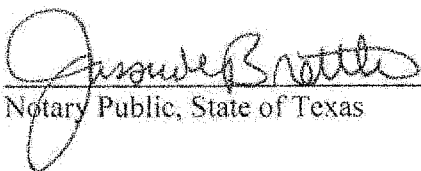
APPROVED AS TO FORM:

By: 
Bridget Chapman, City Attorney

THE STATE OF TEXAS §
 § ACKNOWLEDGMENT
COUNTY OF WILLIAMSON §

THIS INSTRUMENT was acknowledged before me on this 9 day of December, 2014, by DALE ROSS, a person known to be, in his capacity as Mayor of the City of Georgetown, a Texas home-rule city, on behalf of said city.




Notary Public, State of Texas

ACCEPTED AND AGREED TO:

WILLIAMSON COUNTY, TEXAS

By: [Signature]
Dan A. Gattis, County Judge

APPROVED AS TO FORM:

By: [Signature]
General Counsel

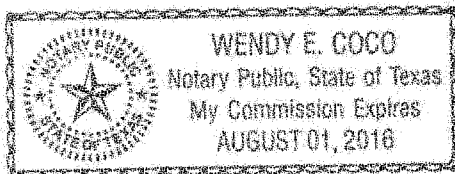
THE STATE OF TEXAS

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ACKNOWLEDGMENT

COUNTY OF WILLIAMSON

THIS INSTRUMENT was acknowledged before me on this 18th day of November, 2014, DANA A. GATTIS, a person known to me, in his capacity as County Judge of Williamson County, on behalf of the County.



Wendy E. Coco
Notary Public, State of Texas

Exhibit A
Data Sharing Agreement

This Data Sharing Agreement ("DSA") is entered into between Williamson County, Texas, a Political Subdivision of the State of Texas (the "County"), the City of Georgetown, Texas, (the "City"), and _____ ("Authorized Participant"). In consideration for accessing information in the data exchange, the Authorized Participant agrees to be subject to the terms of the INTERLOCAL AGREEMENT BETWEEN WILLIAMSON COUNTY, TEXAS AND THE CITY OF GEORGETOWN, TEXAS REGARDING THE REGIONAL INFORMATION SHARING FOR EMERGENCY RESPONSE (RISER) PROJECT ("Agreement") and to share information as provided below.

Entity sharing data	
Division(s)/Department(s)	
Primary Contact	
Technical Contact	

Data to be shared:

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Technical changes needed (permissions/connections)

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Accessing data:

Entity accessing data	
Division(s)/Department(s)	
Specific User(s) (if applicable)	

Effective (Sharing Start) Date

End Date (if applicable)

Authorized Signature(s):

Organization

By:

Printed Name

Title

Signature

Date

Instructions:

This form is to be used by the entity that maintains the data that is being shared with another entity. This DSA cannot obligate or bind the entity accessing the data. Use one agreement form per entity accessing data.