

**INTERLOCAL COOPERATION AGREEMENT
BETWEEN WILLIAMSON COUNTY AND CITIES HEALTH DISTRICT
AND WILLIAMSON COUNTY, TEXAS,
FOR FUNDING OF
GENERAL SOFTWARE NEEDS AND
PERMITTING AND OTHER SUPPORT SOFTWARE
FOR ON-SITE SEWAGE FACILITIES DEPARTMENT AND HEALTH DISTRICT
OPERATIONS**

RECITAL

This funding agreement (“Agreement”) is an interlocal cooperation agreement authorized and governed by the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code.

AGREEMENT

THIS AGREEMENT is made and entered into by and between the **Williamson County and Cities Public Health District** (hereinafter “District”), acting herein by and through its governing body, and **Williamson County, Texas** (hereinafter “The County”), a political subdivision of the State of Texas, also acting herein by and through its governing body. For the public purpose of promoting and ensuring public health and safety, the Parties hereby enter into this Agreement as follows:

1. 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.

2. Joint Funding of Software and Appropriate IT Support from The County

2.1. The County shall procure, install, program or assist in the programming of, repair, and maintain the following software to support public health operations of both parties:

<u>Software:</u>	<u>District’s Annual Support Costs:</u>
• Oracle	100% or estimated \$9,337.20
• Antivirus	100% or estimated \$1,200.00
• O365	100% or estimated \$22,000.00
• Visio	100% or estimated \$1,400.00

- Accela As set forth in Exhibit A
- Other As set forth in Exhibit A

Note: These are the only applications Wilco IT will support unless agreed to and confirmed in writing between the parties.

- 2.2. District shall reimburse The County for its share of the joint software purchases and support.
- 2.3. It is understood and agreed that District and County shall not in any sense be considered a partner or joint venturer with each other, nor shall either party hold itself out as an agent or official representative of the other unless expressly authorized to do so by a majority of the applicable District or County governing body.

3. Reimbursement Schedule and Payments

- 3.1. With the exception of those software items requiring 100 percent reimbursement as set forth in Paragraph 2 above, the District's rate of reimbursement to The County shall be for one half (1/2) of all actual costs, and The County shall be responsible for the remainder (1/2) one-half (1/2) actual costs. **The parties understand that the costs are *estimated* at this time and subject to final adjustments and billing from third-party vendors; however, the parties will act in good faith to limit any changes to increase costs and with regard to abiding by the payment schedule shown in Exhibit A, "Costs Schedule."** Exhibit A is incorporated herein as if copied in full. The County may change Exhibit A without further review or authorization by District, although The County shall provide District written notice of any change to Exhibit A at least sixty (60) days prior to the date of that change taking effect.
- 3.2. Billing will be made on an annual basis for each software procured at the discretion of The County.
- 3.3. Payment for any invoice is due within thirty (30) days of receipt by District. Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code.

4. Termination

- 4.1. Either party may terminate this Agreement in part to remove certain software, if reasonably necessary. The terminating party shall notify the other party of the decision to terminate the named software at least sixty (60) days before the effective date of termination. The County will only be liable for its pro rata share of services rendered and goods actually received and District shall fully

reimburse The County within sixty (60) days for all costs incurred by The County under this agreement.

- 4.2. 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, The County will only be liable for its pro rata share of services rendered and goods actually received and District shall fully reimburse The County within sixty (60) days for all costs incurred by The County under this agreement.
- 4.3. Without waiving any legal rights, Parties agree to voluntary mediation of any disputes prior to any litigation. Venue of this agreement shall be in either Travis or Williamson County, and the laws of the State of Texas shall govern all terms and conditions.

5. Notices

- 5.1. 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 District:

Name: Virginia Headley, PhD (or successor)
Title: Interim Executive Director
Address: District of Austin Wireless Communication Services Division
100 West 3rd Street
Georgetown, TX 78626
Phone: (512) 943-3600

- 5.2. 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.

6. Miscellaneous

- 6.1. This is the complete agreement by and between the Parties on the subject matter of the Agreement. It supersedes any other agreement or understanding between the Parties, written or oral, and any other commitments, promises,

undertakings, understandings, proposals or representations of the Parties to each other, written or oral, concerning the subject matter of this Agreement.

- 6.2. This Agreement may be modified only by a writing duly executed by each of the Parties. Neither any representation or promise made after the execution of this Agreement, nor any modification or amendment of this Agreement, shall be binding on the Parties unless made in writing and duly executed by each of the Parties.
- 6.3. 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.
- 6.4. The Parties mutually agree to act in good faith in the performance of this agreement.
- 6.5. This agreement may not be assigned.

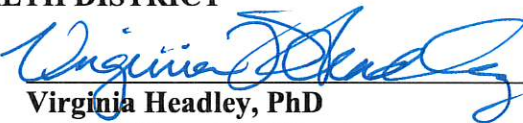
AGREED AND APPROVED:

WILLIAMSON COUNTY

By: 
Bill Gravell
County Judge

Date: 2/5/19

HEALTH DISTRICT

By: 
Virginia Headley, PhD
Interim Executive Director

Date: 12-20-18

**EXHIBIT A
COST SCHEDULE**

<u>Software:</u>	<u>Annual Estimated Support Costs:</u>
• Oracle	\$9,337.20
• Antivirus	1,200.00
• O365	22,000.00
• Visio	1,400.00
• Other Software	As necessary will presumptively be 100% reimbursement by the District unless agreed to otherwise
• Accela	Varies Based on contract with Carahsoft Technology Corp. (DIR-TSO-3149)—currently estimated as follows for District: Year 1 (2017/18) - \$134,917.19 Year 2 (2018/19) - \$77,950.00 Year 3 (2019/20) - \$79,940.43