

STATE OF TEXAS
COUNTY OF WILLIAMSON

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**INTERLOCAL COOPERATION AGREEMENT
BETWEEN WILLIAMSON COUNTY AND
LAW ENFORCEMENT OR GOVERNMENT AGENCY
FOR
PARTICIPATION AND ACCESS TO COUNTY'S
DISPATCH SERVICES AND PUBLIC SAFETY SOFTWARE SYSTEMS
AND RELATED SUPPORT SERVICES**

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 **Liberty Hill Independent School District Police Department** (hereinafter "The Agency"), a law enforcement agency in the State of Texas. This interlocal cooperation agreement is authorized and governed by the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code.

I.

Participation in The County's Public Safety Software Systems and Dispatch Services:

The County will provide access to the 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 the sole discretion of The County. The Agency will fall under the same Service Level Agreements (SLAs) for IT services as County Departments for software services.

The County will provide dispatch services, including but not limited to: public safety admin and 9-1-1 phone answering services, radio dispatching, associated data collection for call taking and radio dispatch function, and any additional related services that are deemed necessary at the sole discretion of The County. The Agency will fall under the same Service Level Agreements (SLAs) for dispatch services as County Departments for these services.

II.

Excluded Services and Items: The following list contains services and items not included under this Agreement:

1. Replacement or repair to parts, equipment or software not covered by vendor/manufacture warranty or support or purchased directly by The Agency.

2. The cost of any additional software (outside The County's public safety software systems), additional licensing or upgrade fees of any kind.
3. The cost of any 3rd party vendor or manufacturer support or incident fees of any kind.
4. The cost to bring The Agency's environment up to Minimum Standards required (e.g., proper operating systems, internet connection) for services.
5. Failures due to acts of God, building modifications, power failures or other adverse environmental conditions or factors.
6. Programming (modification of software code) and program (software) configuration unless otherwise previously agreed to by Williamson County and within the standard set of services provided by Technology Services and 9-1-1 Communications.
7. Training services beyond the initial one-time user training conducted by County staff.
8. Any work related to compliance with Texas CJIS and other applicable laws and regulations.
9. Services provided outside of the Normal Working Hours as published by the County's IT Service Desk.

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

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

1. Ensure that at all times at least one current staff person of The Agency has been fully trained on the use of the public safety software systems; Designate, by written notice, a primary and backup person as the point of contact for technology issues involving public safety software systems;
2. Notify The County of any changes in staffing that requires The County's direct communication with regards to authorized users;
3. Comply with all applicable Federal and State laws and regulations related to the use and operation of the County's public safety software systems; and
4. Abide by all relevant information technology and dispatch policies of The County set forth in Paragraph XVI below.

V.

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.

VI.

No Assignment: This agreement may not be assigned.

VII.

Consideration: The County pays and maintains the basic public safety software systems and will charge The Agency for services and software licenses rendered as set forth in Exhibit D. The County's policy goal in the public interest is to foster standardization and streamline law enforcement cooperative efforts on county-maintained system(s) as much as reasonably possible; therefore, The Agency agrees to participate in the County's public safety software systems and abide

by all relevant information technology policies of The County set forth in Paragraph XVI below.

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. Neither party shall be responsible for the acts of an employee of another party.

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, the Williamson County Judge, or the Liberty Hill Independent School District.

X.

Good Faith Clause: The Parties agree to act in good faith in the performance of this agreement.

XI.

Confidentiality: The Agency 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 Agency 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, The Agency 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 (or successor)
Title: County Judge
Address: Williamson County
710 Main Street
Georgetown, TX 78626
Phone: (512) 943-1550

If to Liberty Hill Independent School District Police Department:

Name: Steven Snell (or successor)
Title: Superintendent
Address: Liberty Hill Independent School District
301 Forrest Street
Liberty Hill, TX 78642
Phone: (512) 260-5580

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.

Entire Interlocal Contract & Incorporated Documents: This interlocal contract constitutes the entire contract 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 (as if copied in full) into this Contract include the following:

- A. Williamson County Technology Services “Hardware & Software Requirements,” as amended;
- B. Williamson County Technology Services “Public Safety Software Configuration Policy,” as amended;
- C. Williamson County Technology Services Public Safety Technology Division “Technology Services Support for Agencies Policy.” as amended.
- D. Charges for Services
- E. Service Level Agreement for Dispatch Services

Documents listed above in items A-E are attached hereto as exhibits and are incorporated herein as if copied in full.

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. This agreement is effective when signed by both parties.

AGREED AND APPROVED;

WILLIAMSON COUNTY

By: Bill Gravell
Bill Gravell
County Judge

Date: 9/17/19

LIBERTY HILL INDEPENDENT SCHOOL DISTRICT POLICE DEPARTMENT

By: Steven Snell
Steven Snell
Superintendent, Liberty Hill ISD

Date: 9/6/19

EXHIBIT A



Williamson County Technology Services

Public Safety Hardware and Software Requirements Guide

Version 3

Approvals

Approval Date: 8/1/2019

Approval By: Richard Semple, IT Operations Director

Next Review Date: 8/1/2021

Version Information

This version supersedes all previous versions and all others should be considered obsolete.

Version History

Version	Approved Date	Effective Date
1	April 2011	April 2011
2	June 2015	June 2015

Latest Version

Please check for the latest version of this document by contacting the County's Technology Services Department.

Mobile computers (Mobile Data and Field Based-Reporting)

The Recommended configurations are ruggedized laptop or tablet computers such as Panasonic Toughbooks. The County recognizes that other models of computers are in use, so a variety of other models may be used, but they must meet the minimum required specifications.

Recommended Computers

Configuration	Option 1	Option 2	Option 3	Option 4
Manufacturer:	Panasonic	Panasonic	Panasonic	Dell
Product Line:	Toughbook	Toughbook	Toughbook	Latitude
Model:	CF-31	CF-33	CF-54	5400-series
Operating System:	Windows 10 Pro	Windows 10 Pro	Windows 10 Pro	Windows 10 Pro

Other Computers

Computers other than the recommended model(s) may be used. The below table is intended to show specifications that have optimum performance and should be followed when procuring new equipment. Computers with lower specifications will still run the software, however, but may see reductions in performance. In addition, for Mobile Computers, a touchscreen interface and daylight readable screen is highly recommended.

Application	MCT/MFR (Mobile)
Processor:	7 th Gen Intel Core i5
Memory (RAM):	6 GB
Storage:	128 GB
Video Resolution:	1920x1080
Operating System:	Windows 10 Pro

Standard Mobile Configuration

Each agency should define a “Standard” configuration for their agency. This means one computer configuration with the same operating system, hardware drivers, and user software. This standard will ideally be the configuration used by all of the mobile computers used by an agency.

There are different support structures from Williamson County Technology Services for the defined standard configuration and “non-standard” computers. These can be found on the document “Technology Services Support for Agencies”.

GPS/AVL Devices

All GPS devices to be used with Mobile Data software will need to be validated by Williamson County Technology Services. The County has certified the following devices as compatible with County systems (but others may be compatible):

- GlobalSat BU-353 USB GPS
- CradlePoint IBR 1100
- Utility Associates Rocket

Antivirus Software

Antivirus software is required to connect to the County network. Williamson County currently allows all antivirus software packages fully supported by NetMotion Mobility. That said, the County has standardized on ESET Endpoint Security. Please verify software compatibility with NetMotion and Technology Services before implementation. Virus definitions must be current to the latest version that is available.

Cellular Data Connections

An agency may use whatever cellular data vendor they choose, but the County recommends the use of Verizon 4G aircards, as they are known to be compatible.

Connection to Williamson County Network

Connections to the County's network from the Agency network or the internet will be managed with VPN software provided by Williamson County. NetMotion, the VPN software, will be used by all computers (mobile and desktop) that need to access County resources. This software provides 256-bit encryption that is FIPS 140-2 certified and is compatible with Texas CJS requirements.

This software will be installed by Williamson County, and will require individual user logins to the County's network.

The connection used to connect to the internet either from the agency office or mobile computer is the responsibility of the agency. Performance of the software will be affected by the speed of the agency's internet connection, so high-speed internet is required for optimal performance.

Operating System Updates

The only current operating system platform supported is Microsoft Windows 10 or later. The agency must apply all service packs, patches and regular security updates to maintain current support by Microsoft and be compatible with the County network, unless any issues are noted with public safety systems by Williamson County Technology Services or the agency.

Public Safety Software

The software used as part of County's Public Safety Software suite is all licensed software that must be kept track of accurately due to the limited number of licenses available. This will be the responsibility of Williamson County and will not be serviceable by the agency in any way. Copying or modification of County-owned software is prohibited.

When a laptop or desktop is no longer in use, the County's software must be destroyed by the agency or Williamson County. In either case, the County must be notified as quickly as possible in order to disable the access for that device.

EXHIBIT B



Williamson County Technology Services

6.5. Public Safety Software Configuration Policy

DRAFT Version 1.0

Approvals

Policy Approval Date: **Date**

Final Approval By: Richard Semple, IT Operations Director

Policy Effective Date: **Date**

Next Review Date: **Date**

Version Information

This version supersedes all previous versions and all others should be considered obsolete.

Version History

Version	Approved Date	Effective Date
1.0	Date	Date

Scope

This policy applies to all software and hardware that is part of Williamson County's Public Safety Software Suite. A full list of software can be obtained by contacting Technology Services. Generally, however, the following areas are covered by this document:

- Computer-Aided Dispatch software
- Mobile Computer Terminals (MCTs)
- Law Enforcement Records Management Systems (RMS) software
- Fire RMS software
- EMS System Status Management software
- Paging/Toning
- Interfaces
- Two-Factor Authentication
- Mobile routers

Purpose

Provide process and structure for configuration changes to public safety software systems in use at Williamson County.

Definitions

Configuration Change

A configuration change as defined by this policy is: alterations to features and functionality of the software, hardware, or processes that impact any agency or the support & maintenance of the system.

A configuration change is NOT:

1. Edits to users/personnel (new, deletes, rights changes)
2. Edits to units (adds, deletes, capability changes) within defined unit types
3. Internal departmental workflow, process changes
4. New projects (new hardware, software, or major process implementation)

Departmental Configuration Changes

Configuration changes that are determined to only affect the submitting department are Departmental Changes and do NOT go to the Governing Body. These are evaluated and implemented by the Department and/or Technology Services directly.

Emergency Configuration Change

Configuration changes that occur, and are relevant to, one of the following conditions is considered an emergency configuration change:

- Loss of essential functionality due to unplanned hardware or software changes or failures
- Natural disasters or other declared emergencies that change business practices
- Personnel changes that are unforeseen and have an immediate and major impact to operations
- Other situations that are approved by the Manager of the Public Safety Technology Division of Technology Services

Governing Body

The group or team of department representatives that has been charged with the general oversight of the software, hardware or process. The Governing Body is an information sharing and advisory group that helps set the direction for use, standards, future development, and prioritization of issues. Technology Services manages the software and hardware on behalf of the customers and the Governing Bodies.

These are currently defined as:

CAD/MCT	Dispatch Steering Committee
CAD Interfaces/related software	Dispatch Steering Committee
Deccan	Dispatch Steering Committee
Fire RMS	Dispatch Steering Committee
Law RMS/MFR	RMS Team

Multi-Agency Configuration Changes

Configuration changes that impact more than one agency are considered “multi-agency” configuration changes that require the approval of the appropriate body before completing the Configuration Management workflow.

Policy

Initiating Configuration Changes

The department head or designated agency Point-of-Contact should submit a Change Request Form found on the Technology Services SharePoint Page. This form is an important first step to capture the basic information so that more conversations and discovery can take place.

Configuration Management

If the configuration change requested falls under the definition of a Departmental Configuration Change, the timeline and test plan will be mutually developed by Technology Services and the submitting department. Many times, the scheduling will be determined by the location in the queue, priority, severity and external deadlines.

Multi-Agency configuration changes will be routed to the appropriate Governing Body for consent after an initial review. When the Governing Body consents (or has delegated consent), then the timeline and test plan will be developed.

If the configuration change requires contracts or large changes to the scope of the project, additional approvals may be required. For example, work contracted out may require a Scope of Work and contract from a vendor, which means that the County Commissioner’s Court may need to consent to the work.

Whenever possible, changes will be first loaded into a test environment and run through a series of test scripts to validate the configuration. After this the production (live) environment and any applicable training environments can be updated. A final validation will take place after loading into the live environment.

These changes will follow this general workflow:



Delays or Rejections of Configuration Changes

Changes can be rejected or delayed at any step in the process for several reasons, however the intent of the Configuration Management process is to enable change, not reject it. Some reasons for delays or rejections may be:

- Outside Scope – The configuration requested changes the defined scope of the project, the support model, or other parameter that would modify the project beyond the intended scope.
- Large Impact – The configuration requested would create a burden on another agency (for workload, support, etc.) that is not able to be sustained in the current form.
- Violation of policies or laws – configurations that would run contraindicatory to County policy, local, State, or Federal law
- Funding – sufficient funding is not in place to support the requested configuration at the current time.
- Other reasons as justified by the Technology Services or the Governing Body.

In the event of rejection, it is incumbent on all parties to come up with alternatives that are suitable to the department requesting the change while satisfying the concerns of stakeholders.

Emergency Configuration Changes

Certain unforeseeable circumstances require modification to configurations to be made with little to no time to test and validate the change. These are exceedingly rare, but even in a verifiable Emergency, the change will still go through the Technology Services Change Management process. However, the change may be made in advance of the approvals and testing at the discretion of the Public Safety Technology Manager (or superior) and the change will route through the process after for review and final approvals.

Special Note: Agency Map Area Changes

Configuration Changes Due to Annexations

Configuration modifications to response boundaries due to the annexation of a city are generally updated by the Public Safety Technology staff after notice from the city. However, if the city has not notified the GIS or 9-1-1 Addressing groups, the department may initiate the change by contacting the city as well as the Public Safety Technology staff.

Configuration Changes based on Agreements/Contracts

All changes to agency map layers must be approved by the Chief or designated Point-of-Contact (POC) in writing. A map showing the proposed change is required. A paper map or digital file may be submitted illustrating the changes to be made.

As all boundaries of the agency layer touch another agency, each change means that at least two department's areas will be affected. Therefore, all changes to this layer must be approved by all of the affected departments.

This approval must come from each affected Chief or a designated Point-of-Contact (POC) in writing. One map showing the change needs to be signed by each Chief or POC and submitted to the Public Safety Technology Division. Alternatively, if a written agreement between departments or between an ESD/City and a fire department exists already, that document can be submitted to the Public Safety Technology Division.

If additional map or technical support is needed, as well as when the configuration change requests are ready to be submitted, a work order must be sent to Williamson County Technology Services Staff.

Exceptions

The Manager of Public Safety Technology (or superior) may exempt specific configuration requests from this process on a case-by-case basis, however, this must be used sparingly and full justification and documentation of such exemption must be made under the Technology Services Policy Exemption form.

Policy Violations

A violation of this policy might result in violations to other County policies, state or federal law. Violations of applicable laws may incur legal consequences, and violations of County policies may lead to loss of access to particular resources, and/or disciplinary action up to, and including, termination. All violations will be referred to the department head or elected official and any other appropriate County officials.

EXHIBIT C



Williamson County Technology Services

6.7. Technology Services Support for Non-County Public Safety Agencies

Version 2

Approvals

Policy Approval Date: **Date**

Final Approval By: Williamson County Commissioner's Court

Policy Effective Date: **Date**

Next Review Date: September 1, 2021

Version Information

This version supersedes all previous versions and all others should be considered obsolete.

Version History

Version	Approved Date	Effective Date
1	4/5/2011	4/5/2011
2		

Scope

This policy applies non-County agencies that are supported by Technology Services for their public safety software systems.

Purpose

This policy is designed to outline the support model as well as any charges for services that are outside the scope of supporting County software on agency devices.

Definitions

Agency

A City, ESD, or other provider of emergency services using County-owned software for public safety.

Policy

Services Offered

The County's Technology Services department will support issues related to County-owned software installed on authorized Agency devices. This includes (but is not limited to):

- County software install & maintenance
- GPS/AVL issues
- GIS Data/Mapping (refer to County GIS policies for details)
- Training on Public Safety Software Systems

Services NOT offered

The County's Technology Services Department is not the Agency's IT service provider. Therefore, the County will not be responsible for (among other things):

- PC & Laptop software and hardware support
- Virus checking and removal
- Networking issues
- 3rd party software support or install
- Personal/agency data migration/recovery
- CJIS or other regulatory compliance

Hours of Support & Response Times

Williamson County Technology Services staff are available during published office hours (excluding County holidays) for routine support.

Emergency support is available for certain system-wide issues. Individual PC or laptop repairs or single-user issues are not considered "emergency" and will be handled by Technology Services staff during regular business hours.

Support Services

Agencies can submit incidents to the County's IT Service Desk and they will be triaged and processed accordingly during business hours. Only incidents that prevent multiple users from accessing needed resources will be answered outside of normal business hours. Refer to procedure guides from Technology Services on the process to submit incidents.

Training Services

Training for various software, hardware, and processes is available from Williamson County Technology Services. This is available one-time for each product implementation but may be conducted periodically at the County's discretion.

Exceptions

Exceptions to this policy can be requested in writing to a Director in Technology Services. Any exceptions granted will be on a case-by-case basis and will be for single events only.

Policy Violations

A violation of this policy might result in violations to other County policies, state or federal law. Violations of applicable laws may incur legal consequences, and violations of County policies may lead to loss of access to County resources. All violations will be referred to the department head or elected official and any other appropriate County officials.

EXHIBIT D
COST SCHEDULE

(Incorporated as if copied in full as amended at the
sole discretion of the Williamson County Commissioners Court)

Total Users/Units: 4

Costs	FY 2020 Costs	Annual Estimated Support
Cost of Dispatch / Telecommunicator Services	\$ 21,600.00	\$ 21,600.00
Cost of Technology Services	\$ 3,650.83	\$ 2,997.22

Texas Prompt Payment Act Compliance: 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 party receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the party receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid 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 licensee'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.

EXHIBIT E
SERVICE LEVEL AGREEMENT FOR DISPATCH SERVICES

There is no Service Level Agreement at this time, as this document is still in development. This document may be adopted at a time in the future by the Commissioner's Court.