
INTERLOCAL AGREEMENT FOR EMERGENCY AND NON-EMERGENCY DISPATCH SERVICES

THIS INTERLOCAL AGREEMENT FOR EMERGENCY AND NON-EMERGENCY DISPATCH SERVICES ("Agreement") is entered into by and between Williamson County, Texas ("County"), a political subdivision of the State of Texas, and the Texas governmental entity named on the signature herein below ("Entity"), with the authorization of each party's governing body, and both parties acting herein under the authority and pursuant to the terms of the Texas Government Code, Chapter 791, "Interlocal Cooperation Contracts," Tex. Gov't Code §§ 791.001 *et seq.*

WITNESSETH

WHEREAS, Texas Government Code, Chapter 791, Texas Interlocal Cooperation Act, allows these entities to contract with one another to perform governmental functions and services;

WHEREAS, it is mutually beneficial for Entity and County to enter into an agreement for the performance of Emergency and Non-Emergency Emergency Services;

WHEREAS, County and Entity agree that cooperation is in the best interest of both parties hereto;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the undersigned parties agree as follows:

I. OBLIGATIONS, ACKNOWLEDGEMENTS AND COVENANTS OF COUNTY

- A. County, acting through its Williamson County Emergency Communications Department ("WCECD"), shall receive all 9-1-1 calls for service originating from Entity's jurisdictional boundaries and dispatch Entity's resources in a timely and professional manner.
- B. WCECD shall receive all non-emergency calls for service from Entity's jurisdictional boundaries and dispatch Entity's resources in a timely and professional manner.
- C. WCECD shall provide and maintain all written WCECD policies and procedures which will serve as guidelines, procedures and requirements for processing of all calls for service.
- D. WCECD shall train and direct its staff to comply with the procedures and protocol requirements as developed and revised by the WCECD.

- E. WCECD shall maintain and document status reports to ensure that safety and dispatch standards are maintained.
- F. WCECD shall maintain and make available to Entity information regarding calls for service, including, but not limited to, all times related to the call for service, units dispatched and responding, actions taken, and any other information reasonably requested by Entity.
- G. 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 Entity 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.
- H. 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.

II. OBLIGATIONS, ACKNOWLEDGEMENTS AND COVENANTS OF ENTITY

- A. Entity 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 Entity.
- B. Entity 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 Entity shall have no authority over the day-to-day operations and management of the WCECD.
- C. Entity agrees to execute, maintain and comply with agreements with the criminal justice agency or agencies that Texas Department of Public Safety, who serves as the CJIS System Agency, may require for Entity's access to TLETS, TCIC, and NCIC, and NLETS.
- D. Entity acknowledges that all criminal justice records are to be entered by County with the Entity's Originating Agency Identifier Number ("ORI") and Entity hereby agrees to provide County with its ORI, as well as provide any updates should Entity's ORI be modified in the future.
- E. Entity 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

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- F. Entity 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 Entity acknowledges that County reserves the right to suspend service to Entity, which may include canceling of records entered for the Entity, when applicable policies are violated and not reinstate service following such instances until County's receipt of satisfactory assurances that such violations have been corrected.
- G. When required by County, Entity 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.

III. CONSIDERATION AND COSTS

- A. As of the execution of this Agreement, the parties agree that the mutual benefit received from County's provision of dispatch services to Entity and Entity's provision of law enforcement services, emergency services and non-emergency services to the local residents provides adequate consideration. Entity acknowledges, however, that County reserves the right to request monetary consideration in the future should County's costs of providing dispatch services to Entity increase.
- B. Each parties' costs shall be borne by the party incurring such costs in relation to provision or receipt of the dispatch services to be provided hereunder, as well as any costs incurred to comply with this Agreement's terms and conditions.

IV. TERM

The initial term of this Agreement shall be effective and commence as of the date of the last party's execution below and continue until October 1, 2023. Following the initial term, this Agreement shall be automatically renewed for successive one (1) year terms unless terminated earlier as provided herein.

V. TERMINATION

This agreement may be terminated immediately upon mutual consent of the parties or for convenience and without cause or further liability by either party upon ninety (90) days advance written notice to the non-terminating party.

VI. OBLIGATIONS OF LOCAL GOVERNMENT UNITS

Nothing in this Agreement shall alter in any manner the obligation of the local government unit providing fire, police, or emergency medical services to the area from which a 9-1-1 emergency call is made from the obligation to respond to such call.

VII. NOTICES

All notices required by or relating to the Agreement shall be made by certified or registered U.S. Mail, postage prepaid, return receipt requested, or hand delivered to the address set forth on the signature page hereinbelow.

VIII. MISCELLANEOUS

- A. The parties agree that in the event any provision of this Agreement is held by a court of competent jurisdiction to be in contradiction of any laws of the State or the United States, the parties will immediately rectify the offending portions of this Agreement. The remainder of the Agreement shall be in full force and effect.
- B. Any financial obligations of the parties under this Agreement shall be payable from current revenues available to the respective paying party. This Agreement shall not have any effect on any payment obligations Entity may be required to pay now or in the future pursuant to a contract with County.
- C. The laws of the State of Texas shall govern the validity, enforcement and interpretation of this Agreement. The obligations of the parties are performable and venue for any legal action arising out of this Agreement shall lie in Williamson County, Texas.
- D. No party to this Agreement may assign or transfer its interest in or obligations under this Agreement without the prior written consent of all parties to this Agreement.
- E. This Agreement shall be binding upon and inure to the benefit of the County and Entity. Except as expressly provided herein, nothing in this Agreement is intended to confer on any person, other than the parties hereto any rights or remedies under or by reason of this Agreement.
- F. Each party to this Agreement, 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. In the event that the performance by either party of any of its obligations or undertakings hereunder shall be interrupted or delayed by any occurrence not occasioned by its own conduct, whether such occurrence be an act of God or the result of war, riot, civil

commotion, sovereign conduct, or the act or condition of any person or persons not a party or in privity hereof, then it shall be excused from such performance for such period of time as is reasonably necessary after such occurrence to remedy the effects thereof.

- H. Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to County or Entity, or their past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. The parties hereto do not waive, modify, or alter 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.
- I. In addition to the acts recited in this Agreement to be performed by any party, the parties agree to perform, or cause to be performed, any and all such further acts as may be reasonably necessary to consummate the acts or transactions contemplated hereby.
- J. This Agreement constitutes the entire agreement between the parties hereto, and supersedes all of their oral and written negotiations, agreements and understandings of every kind. The parties 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 officers, employees or other agents to induce execution of this Agreement. This Agreement cannot be modified, or any of the terms hereof waived, except by an instrument in writing, referring specifically to this Agreement, executed by the parties

IN WITNESS THEREOF, County and Entity have caused this agreement to be duly executed to be effective as of the date of the last party's execution below.

ENTITY:

TARRANT Police Dept.

By: K. F. Denny

Representative
Capacity: CHIEF OF POLICE

Date: AUGUST 17, 2022

Address for Notice:

161 Town Ctr. Blvd Tarrant, TX.
Attn: KEVIN F. DENNY
161 Town Center Blvd
TARRANT, Texas 76537

COUNTY:

Williamson County, Texas

By: Chia Connelly

Representative
Capacity: SR. DIRECTOR EMERGENCY SERVICES

Date: MARCH 8, 2023

Address for Notice:

Williamson County
Attn: County Judge
710 Main Street, Suite 101
Georgetown, Texas 78626

Williamson County Judge

By: Bill Gravell
Bill Gravell (Apr 4, 2023 14:46 CDT)

Date: April 4, 2023

INTERLOCAL AGREEMENT FOR EMERGENCY AND NON-EMERGENCY DISPATCH SERVICES

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- I. In addition to the acts recited in this Agreement to be performed by any party, the parties agree to perform, or cause to be performed, any and all such further acts as may be reasonably necessary to consummate the acts or transactions contemplated hereby.
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IN WITNESS THEREOF, County and Entity have caused this agreement to be duly executed to be effective as of the date of the last party's execution below.

ENTITY:

Granzer Police Dept
By: [Signature]
Representative
Capacity: CHIEF OF POLICE
Date: August 8, 2022

Address for Notice:

214 E DAVENPORT ST
Attn: _____
Granzer, Texas _____

COUNTY:

Williamson County, Texas
By [Signature]
Representative
Capacity: SR. DIRECTOR EMERGENCY SERVICES
Date: MARCH 8, 2023

Address for Notice:

Williamson County
Attn: County Judge
710 Main Street, Suite 101
Georgetown, Texas 78626

By: [Signature]
Bill Gravell (Apr 4, 2023 14:46 CDT)
Bill Gravell, Jr

Date: April 4, 2023

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IN WITNESS THEREOF, County and Entity have caused this agreement to be duly executed to be effective as of the date of the last party's execution below.

ENTITY:

Hutto ISD Police Department

By: 
William Edwards

Representative

Capacity: Chief of Police

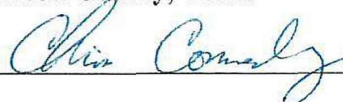
Date: January 3, 20 23

Address for Notice:

Hutto ISD Police Department
Attn: Chief William Edwards
351 Carl Stern Dr
Hutto, Texas 78634

COUNTY:

Williamson County, Texas

By: 

Representative

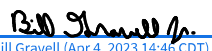
Capacity: SR DIRECTOR EMERGENCY SERVICES

Date: MARCH 8, 20 23

Address for Notice:

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Attn: County Judge
710 Main Street, Suite 101
Georgetown, Texas 78626

Williamson County Judge

By: 
Bill Gravell, Jr

Date: April 4, 2023

INTERLOCAL AGREEMENT FOR EMERGENCY AND NON-EMERGENCY DISPATCH SERVICES

THIS INTERLOCAL AGREEMENT FOR EMERGENCY AND NON-EMERGENCY DISPATCH SERVICES ("Agreement") is entered into by and between Williamson County, Texas ("County"), a political subdivision of the State of Texas, and the Texas governmental entity named on the signature herein below ("Entity"), with the authorization of each party's governing body, and both parties acting herein under the authority and pursuant to the terms of the Texas Government Code, Chapter 791, "Interlocal Cooperation Contracts," Tex. Gov't Code §§ 791.001 *et seq.*

WITNESSETH

WHEREAS, Texas Government Code, Chapter 791, Texas Interlocal Cooperation Act, allows these entities to contract with one another to perform governmental functions and services;

WHEREAS, it is mutually beneficial for Entity and County to enter into an agreement for the performance of Emergency and Non-Emergency Emergency Services;

WHEREAS, County and Entity agree that cooperation is in the best interest of both parties hereto;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the undersigned parties agree as follows:

I. OBLIGATIONS, ACKNOWLEDGEMENTS AND COVENANTS OF COUNTY

- A.** County, acting through its Williamson County Emergency Communications Department ("WCECD"), shall receive all 9-1-1 calls for service originating from Entity's jurisdictional boundaries and dispatch Entity's resources in a timely and professional manner.
- B.** WCECD shall receive all non-emergency calls for service from Entity's jurisdictional boundaries and dispatch Entity's resources in a timely and professional manner.
- C.** WCECD shall provide and maintain all written WCECD policies and procedures which will serve as guidelines, procedures and requirements for processing of all calls for service.
- D.** WCECD shall train and direct its staff to comply with the procedures and protocol requirements as developed and revised by the WCECD.

- E. WCECD shall maintain and document status reports to ensure that safety and dispatch standards are maintained.
- F. WCECD shall maintain and make available to Entity information regarding calls for service, including, but not limited to, all times related to the call for service, units dispatched and responding, actions taken, and any other information reasonably requested by Entity.
- G. 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 Entity 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.
- H. 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.
- I. When required by Entity, County shall furnish Entity 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.

II. OBLIGATIONS, ACKNOWLEDGEMENTS AND COVENANTS OF ENTITY

- A. Entity 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 Entity.
- B. Entity 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 Entity shall have no authority over the day-to-day operations and management of the WCECD.
- C. Entity agrees to execute, maintain and comply with agreements with the criminal justice agency or agencies that Texas Department of Public Safety, who serves as the CJIS System Agency, may require for Entity's access to TLETS, TCIC, and NCIC, and NLETS.
- D. Entity acknowledges that all criminal justice records are to be entered by County with the Entity's Originating Agency Identifier Number ("ORI") and Entity hereby agrees to provide

County with its ORI, as well as provide any updates should Entity's ORI be modified in the future.

- E. Entity 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. Entity hereby further agrees and acknowledges that County will not be responsible for non-compliance by Entity 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 Entity's obligations under any and all applicable laws, rules and/or regulations.
- F. Entity 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 Entity acknowledges that County reserves the right to suspend service to Entity, which may include canceling of records entered for the Entity, when applicable policies are violated and not reinstate service following such instances until County's receipt of satisfactory assurances that such violations have been corrected.
- G. When required by County, Entity 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.

III. CONSIDERATION AND COSTS

- A. As of the execution of this Agreement, the parties agree that the mutual benefit received from County's provision of dispatch services to Entity and Entity's provision of law enforcement services, emergency services and non-emergency services to the local residents provides adequate consideration. Entity acknowledges, however, that County reserves the right to request monetary consideration in the future should County's costs of providing dispatch services to Entity increase. The County shall submit any request for monetary consideration for the provision of dispatch services under this Agreement to the Entity as a written request for an amendment to this Agreement, and such amendment shall not be enforceable unless agreed to and executed by the parties pursuant to Part VIII.J. of this Agreement.
- B. Each parties' costs shall be borne by the party incurring such costs in relation to provision or receipt of the dispatch services to be provided hereunder, as well as any costs incurred to comply with this Agreement's terms and conditions.

IV. TERM

The initial term of this Agreement shall be effective and commence as of the date of the last party's execution below and continue until October 1, 2023. Following the initial term, this Agreement shall be automatically renewed for successive one (1) year terms unless terminated earlier as provided herein.

V. TERMINATION

This agreement may be terminated immediately upon mutual consent of the parties or for convenience and without cause or further liability by either party upon ninety (90) days advance written notice to the non-terminating party.

VI. OBLIGATIONS OF LOCAL GOVERNMENT UNITS

Nothing in this Agreement shall alter in any manner the obligation of the local government unit providing fire, police, or emergency medical services to the area from which a 9-1-1 emergency call is made from the obligation to respond to such call.

VII. NOTICES

All notices required by or relating to the Agreement shall be made by certified or registered U.S. Mail, postage prepaid, return receipt requested, or hand delivered to the address set forth on the signature page hereinbelow.

VIII. MISCELLANEOUS

- A.** The parties agree that in the event any provision of this Agreement is held by a court of competent jurisdiction to be in contradiction of any laws of the State or the United States, the parties will immediately rectify the offending portions of this Agreement. The remainder of the Agreement shall be in full force and effect.
- B.** Any financial obligations of the parties under this Agreement shall be payable from current revenues available to the respective paying party. This Agreement shall not have any effect on any payment obligations Entity may be required to pay now or in the future pursuant to a contract with County.
- C.** The laws of the State of Texas shall govern the validity, enforcement and interpretation of this Agreement. The obligations of the parties are performable and venue for any legal action arising out of this Agreement shall lie in Williamson County, Texas.
- D.** No party to this Agreement may assign or transfer its interest in or obligations under this Agreement without the prior written consent of all parties to this Agreement.

- E. This Agreement shall be binding upon and inure to the benefit of the County and Entity. Except as expressly provided herein, nothing in this Agreement is intended to confer on any person, other than the parties hereto any rights or remedies under or by reason of this Agreement.
- F. Each party to this Agreement, 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. In the event that the performance by either party of any of its obligations or undertakings hereunder shall be interrupted or delayed by any occurrence not occasioned by its own conduct, whether such occurrence be an act of God or the result of war, riot, civil commotion, sovereign conduct, or the act or condition of any person or persons not a party or in privity hereof, then it shall be excused from such performance for such period of time as is reasonably necessary after such occurrence to remedy the effects thereof.
- H. Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to County or Entity, or their past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. The parties hereto do not waive, modify, or alter 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.
- I. In addition to the acts recited in this Agreement to be performed by any party, the parties agree to perform, or cause to be performed, any and all such further acts as may be reasonably necessary to consummate the acts or transactions contemplated hereby.
- J. This Agreement constitutes the entire agreement between the parties hereto, and supersedes all of their oral and written negotiations, agreements and understandings of every kind. The parties 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 officers, employees or other agents to induce execution of this Agreement. This Agreement cannot be modified, or any of the terms hereof waived, except by an instrument in writing, referring specifically to this Agreement, executed by the parties.

IN WITNESS THEREOF, County and Entity have caused this agreement to be duly executed to be effective as of the date of the last party's execution below.

ENTITY:

James R. Earp, CPM

By:  DocuSigned by: James R. Earp

Representative
Capacity: City Manager

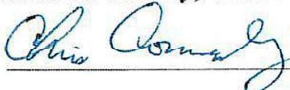
Date: February 17, 2023

Address for Notice:

500 W. Live Oak Street
Attn: James R. Earp, CPM
Hutto, Texas 78634

COUNTY:

Williamson County, Texas

By: 


Representative
Capacity: S.R. DIRECTOR EMERGENCY SERVICES

Date: MARCH 24, 2023

Address for Notice:

Williamson County
Attn: County Judge
710 Main Street, Suite 101
Georgetown, Texas 78626

Williamson County Judge

By: 
Bill Gravell (Apr 4, 2023 14:46 CDT)
Bill Gravell, Jr

Date: April 4, 2023

INTERLOCAL AGREEMENT FOR EMERGENCY AND NON-EMERGENCY DISPATCH SERVICES

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WITNESSETH

WHEREAS, Texas Government Code, Chapter 791, Texas Interlocal Cooperation Act, allows these entities to contract with one another to perform governmental functions and services;

WHEREAS, it is mutually beneficial for Entity and County to enter into an agreement for the performance of Emergency and Non-Emergency Emergency Services;

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I. OBLIGATIONS, ACKNOWLEDGEMENTS AND COVENANTS OF COUNTY

- A.** County, acting through its Williamson County Emergency Communications Department ("WCECD"), shall receive all 9-1-1 calls for service originating from Entity's jurisdictional boundaries and dispatch Entity's resources in a timely and professional manner.
- B.** WCECD shall receive all non-emergency calls for service from Entity's jurisdictional boundaries and dispatch Entity's resources in a timely and professional manner.
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- D.** WCECD shall train and direct its staff to comply with the procedures and protocol requirements as developed and revised by the WCECD.

- E. WCECD shall maintain and document status reports to ensure that safety and dispatch standards are maintained.
- F. WCECD shall maintain and make available to Entity information regarding calls for service, including, but not limited to, all times related to the call for service, units dispatched and responding, actions taken, and any other information reasonably requested by Entity.
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II. OBLIGATIONS, ACKNOWLEDGEMENTS AND COVENANTS OF ENTITY

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- C. Entity agrees to execute, maintain and comply with agreements with the criminal justice agency or agencies that Texas Department of Public Safety, who serves as the CJIS System Agency, may require for Entity's access to TLETS, TCIC, and NCIC, and NLETS.
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- G. When required by County, Entity 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.

III. CONSIDERATION AND COSTS

- A. As of the execution of this Agreement, the parties agree that the mutual benefit received from County's provision of dispatch services to Entity and Entity's provision of law enforcement services, emergency services and non-emergency services to the local residents provides adequate consideration. Entity acknowledges, however, that County reserves the right to request monetary consideration in the future should County's costs of providing dispatch services to Entity increase.
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Nothing in this Agreement shall alter in any manner the obligation of the local government unit providing fire, police, or emergency medical services to the area from which a 9-1-1 emergency call is made from the obligation to respond to such call.

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- B.** Any financial obligations of the parties under this Agreement shall be payable from current revenues available to the respective paying party. This Agreement shall not have any effect on any payment obligations Entity may be required to pay now or in the future pursuant to a contract with County.
- C.** The laws of the State of Texas shall govern the validity, enforcement and interpretation of this Agreement. The obligations of the parties are performable and venue for any legal action arising out of this Agreement shall lie in Williamson County, Texas.
- D.** No party to this Agreement may assign or transfer its interest in or obligations under this Agreement without the prior written consent of all parties to this Agreement.
- E.** This Agreement shall be binding upon and inure to the benefit of the County and Entity. Except as expressly provided herein, nothing in this Agreement is intended to confer on any person, other than the parties hereto any rights or remedies under or by reason of this Agreement.
- F.** Each party to this Agreement, 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.** In the event that the performance by either party of any of its obligations or undertakings hereunder shall be interrupted or delayed by any occurrence not occasioned by its own conduct, whether such occurrence be an act of God or the result of war, riot, civil

commotion, sovereign conduct, or the act or condition of any person or persons not a party or in privity hereof, then it shall be excused from such performance for such period of time as is reasonably necessary after such occurrence to remedy the effects thereof.

- H. Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to County or Entity, or their past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. The parties hereto do not waive, modify, or alter 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.
- I. In addition to the acts recited in this Agreement to be performed by any party, the parties agree to perform, or cause to be performed, any and all such further acts as may be reasonably necessary to consummate the acts or transactions contemplated hereby.
- J. This Agreement constitutes the entire agreement between the parties hereto, and supersedes all of their oral and written negotiations, agreements and understandings of every kind. The parties 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 officers, employees or other agents to induce execution of this Agreement. This Agreement cannot be modified, or any of the terms hereof waived, except by an instrument in writing, referring specifically to this Agreement, executed by the parties

IN WITNESS THEREOF, County and Entity have caused this agreement to be duly executed to be effective as of the date of the last party's execution below.

ENTITY:

TARRANT Police Dept.

By: K. F. Denny

Representative
Capacity: CHIEF OF POLICE

Date: AUGUST 17, 2022

Address for Notice:

161 Town Ctr. Blvd Tarrant, TX.
Attn: KEVIN F. DENNEY
161 Town Center Blvd
TARRANT, Texas 76537

COUNTY:

Williamson County, Texas

By: Chia Connelly

Representative
Capacity: SR. DIRECTOR EMERGENCY SERVICES

Date: MARCH 8, 2023

Address for Notice:

Williamson County
Attn: County Judge
710 Main Street, Suite 101
Georgetown, Texas 78626

Williamson County Judge

By: Bill Gravell
Bill Gravell (Apr 4, 2023 14:46 CDT)

Date: April 4, 2023

STATE OF TEXAS
COUNTY OF WILLIAMSON

§
§

**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

INTERLOCAL AGREEMENT FOR EMERGENCY AND NON-EMERGENCY DISPATCH SERVICES

THIS INTERLOCAL AGREEMENT FOR EMERGENCY AND NON-EMERGENCY DISPATCH SERVICES ("Agreement") is entered into by and between Williamson County, Texas ("County"), a political subdivision of the State of Texas, and the Texas governmental entity named on the signature herein below ("Entity"), with the authorization of each party's governing body, and both parties acting herein under the authority and pursuant to the terms of the Texas Government Code, Chapter 791, "Interlocal Cooperation Contracts," Tex. Gov't Code §§ 791.001 *et seq.*

WITNESSETH

WHEREAS, Texas Government Code, Chapter 791, Texas Interlocal Cooperation Act, allows these entities to contract with one another to perform governmental functions and services;

WHEREAS, it is mutually beneficial for Entity and County to enter into an agreement for the performance of Emergency and Non-Emergency Emergency Services;

WHEREAS, County and Entity agree that cooperation is in the best interest of both parties hereto;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the undersigned parties agree as follows:

1. OBLIGATIONS, ACKNOWLEDGEMENTS AND COVENANTS OF COUNTY

- A. County, acting through its Williamson County Emergency Communications Department ("WCECD"), shall receive all 9-1-1 calls for service originating from Entity's jurisdictional boundaries and dispatch Entity's resources in a timely and professional manner.
- B. WCECD shall receive all non-emergency calls for service from Entity's jurisdictional boundaries and dispatch Entity's resources in a timely and professional manner.
- C. WCECD shall provide and maintain all written WCECD policies and procedures which will serve as guidelines, procedures and requirements for processing of all calls for service.
- D. WCECD shall train and direct its staff to comply with the procedures and protocol requirements as developed and revised by the WCECD.

- E. WCECD shall maintain and document status reports to ensure that safety and dispatch standards are maintained.
- F. WCECD shall maintain and make available to Entity information regarding calls for service, including, but not limited to, all times related to the call for service, units dispatched and responding, actions taken, and any other information reasonably requested by Entity.
- G. 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 Entity 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.
- H. 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.

II. OBLIGATIONS, ACKNOWLEDGEMENTS AND COVENANTS OF ENTITY

- A. Entity 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 Entity.
- B. Entity 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 Entity shall have no authority over the day-to-day operations and management of the WCECD.
- C. Entity agrees to execute, maintain and comply with agreements with the criminal justice agency or agencies that Texas Department of Public Safety, who serves as the CJIS System Agency, may require for Entity's access to TLETS, TCIC, and NCIC, and NLETS.
- D. Entity acknowledges that all criminal justice records are to be entered by County with the Entity's Originating Agency Identifier Number ("ORI") and Entity hereby agrees to provide County with its ORI, as well as provide any updates should Entity's ORI be modified in the future.
- E. Entity 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

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- F. Entity 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 Entity acknowledges that County reserves the right to suspend service to Entity, which may include canceling of records entered for the Entity, when applicable policies are violated and not reinstate service following such instances until County's receipt of satisfactory assurances that such violations have been corrected.
- G. When required by County, Entity 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.

III. CONSIDERATION AND COSTS

- A. As of the execution of this Agreement, the parties agree that the mutual benefit received from County's provision of dispatch services to Entity and Entity's provision of law enforcement services, emergency services and non-emergency services to the local residents provides adequate consideration. Entity acknowledges, however, that County reserves the right to request monetary consideration in the future should County's costs of providing dispatch services to Entity increase.
- B. Each parties' costs shall be borne by the party incurring such costs in relation to provision or receipt of the dispatch services to be provided hereunder, as well as any costs incurred to comply with this Agreement's terms and conditions.

IV. TERM

The initial term of this Agreement shall be effective and commence as of the date of the last party's execution below and continue until October 1, 2023. Following the initial term, this Agreement shall be automatically renewed for successive one (1) year terms unless terminated earlier as provided herein.

V. TERMINATION

This agreement may be terminated immediately upon mutual consent of the parties or for convenience and without cause or further liability by either party upon ninety (90) days advance written notice to the non-terminating party.

VI. OBLIGATIONS OF LOCAL GOVERNMENT UNITS

Nothing in this Agreement shall alter in any manner the obligation of the local government unit providing fire, police, or emergency medical services to the area from which a 9-1-1 emergency call is made from the obligation to respond to such call.

VII. NOTICES

All notices required by or relating to the Agreement shall be made by certified or registered U.S. Mail, postage prepaid, return receipt requested, or hand delivered to the address set forth on the signature page hereinbelow.

VIII. MISCELLANEOUS

- A.** The parties agree that in the event any provision of this Agreement is held by a court of competent jurisdiction to be in contradiction of any laws of the State or the United States, the parties will immediately rectify the offending portions of this Agreement. The remainder of the Agreement shall be in full force and effect.
- B.** Any financial obligations of the parties under this Agreement shall be payable from current revenues available to the respective paying party. This Agreement shall not have any effect on any payment obligations Entity may be required to pay now or in the future pursuant to a contract with County.
- C.** The laws of the State of Texas shall govern the validity, enforcement and interpretation of this Agreement. The obligations of the parties are performable and venue for any legal action arising out of this Agreement shall lie in Williamson County, Texas.
- D.** No party to this Agreement may assign or transfer its interest in or obligations under this Agreement without the prior written consent of all parties to this Agreement.
- E.** This Agreement shall be binding upon and inure to the benefit of the County and Entity. Except as expressly provided herein, nothing in this Agreement is intended to confer on any person, other than the parties hereto any rights or remedies under or by reason of this Agreement.
- F.** Each party to this Agreement, 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.** In the event that the performance by either party of any of its obligations or undertakings hereunder shall be interrupted or delayed by any occurrence not occasioned by its own conduct, whether such occurrence be an act of God or the result of war, riot, civil

commotion, sovereign conduct, or the act or condition of any person or persons not a party or in privity hereof, then it shall be excused from such performance for such period of time as is reasonably necessary after such occurrence to remedy the effects thereof.

- H. Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to County or Entity, or their past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. The parties hereto do not waive, modify, or alter 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.
- I. In addition to the acts recited in this Agreement to be performed by any party, the parties agree to perform, or cause to be performed, any and all such further acts as may be reasonably necessary to consummate the acts or transactions contemplated hereby.
- J. This Agreement constitutes the entire agreement between the parties hereto, and supersedes all of their oral and written negotiations, agreements and understandings of every kind. The parties 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 officers, employees or other agents to induce execution of this Agreement. This Agreement cannot be modified, or any of the terms hereof waived, except by an instrument in writing, referring specifically to this Agreement, executed by the parties

IN WITNESS THEREOF, County and Entity have caused this agreement to be duly executed to be effective as of the date of the last party's execution below.

ENTITY:

Liberty Hill Police
By: R. Graeter
Representative
Capacity: Chief of Police
Date: August 16, 2022
Address for Notice:
Liberty Hill Police Dept.
Attn: Royce Graeter
P.O. Box 1414
Liberty Hill, Texas 78642

COUNTY:

Williamson County, Texas
By: Chris Connealy
Representative
Capacity: SR. DIRECTOR EMERGENCY SERVICES
Date: MARCH 8, 2023
Address for Notice:
Williamson County
Attn: County Judge
710 Main Street, Suite 101
Georgetown, Texas 78626

Williamson County Judge

By: Bill Gravell Jr.
Bill Gravell, Jr.

Date: April 4, 2023

INTERLOCAL AGREEMENT FOR EMERGENCY AND NON-EMERGENCY DISPATCH SERVICES

THIS INTERLOCAL AGREEMENT FOR EMERGENCY AND NON-EMERGENCY DISPATCH SERVICES ("Agreement") is entered into by and between Williamson County, Texas ("County"), a political subdivision of the State of Texas, and the Texas governmental entity named on the signature herein below ("Entity"), with the authorization of each party's governing body, and both parties acting herein under the authority and pursuant to the terms of the Texas Government Code, Chapter 791, "Interlocal Cooperation Contracts," Tex. Gov't Code §§ 791.001 *et seq.*

WITNESSETH

WHEREAS, Texas Government Code, Chapter 791, Texas Interlocal Cooperation Act, allows these entities to contract with one another to perform governmental functions and services;

WHEREAS, it is mutually beneficial for Entity and County to enter into an agreement for the performance of Emergency and Non-Emergency Emergency Services;

WHEREAS, County and Entity agree that cooperation is in the best interest of both parties hereto;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the undersigned parties agree as follows:

I. OBLIGATIONS, ACKNOWLEDGEMENTS AND COVENANTS OF COUNTY

- A.** County, acting through its Williamson County Emergency Communications Department ("WCECD"), shall receive all 9-1-1 calls for service originating from Entity's jurisdictional boundaries and dispatch Entity's resources in a timely and professional manner.
- B.** WCECD shall receive all non-emergency calls for service from Entity's jurisdictional boundaries and dispatch Entity's resources in a timely and professional manner.
- C.** WCECD shall provide and maintain all written WCECD policies and procedures which will serve as guidelines, procedures and requirements for processing of all calls for service.
- D.** WCECD shall train and direct its staff to comply with the procedures and protocol requirements as developed and revised by the WCECD.

- E.** WCECD shall maintain and document status reports to ensure that safety and dispatch standards are maintained.
- F.** WCECD shall maintain and make available to Entity information regarding calls for service, including, but not limited to, all times related to the call for service, units dispatched and responding, actions taken, and any other information reasonably requested by Entity.
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- H.** 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.

II. OBLIGATIONS, ACKNOWLEDGEMENTS AND COVENANTS OF ENTITY

- A.** Entity 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 Entity.
- B.** Entity 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 Entity shall have no authority over the day-to-day operations and management of the WCECD.
- C.** Entity agrees to execute, maintain and comply with agreements with the criminal justice agency or agencies that Texas Department of Public Safety, who serves as the CJIS System Agency, may require for Entity's access to TLETS, TCIC, and NCIC, and NLETS.
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- G. When required by County, Entity 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.

III. CONSIDERATION AND COSTS

- A. As of the execution of this Agreement, the parties agree that the mutual benefit received from County's provision of dispatch services to Entity and Entity's provision of law enforcement services, emergency services and non-emergency services to the local residents provides adequate consideration. Entity acknowledges, however, that County reserves the right to request monetary consideration in the future should County's costs of providing dispatch services to Entity increase.
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IV. TERM

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V. TERMINATION

This agreement may be terminated immediately upon mutual consent of the parties or for convenience and without cause or further liability by either party upon ninety (90) days advance written notice to the non-terminating party.

VI. OBLIGATIONS OF LOCAL GOVERNMENT UNITS

Nothing in this Agreement shall alter in any manner the obligation of the local government unit providing fire, police, or emergency medical services to the area from which a 9-1-1 emergency call is made from the obligation to respond to such call.

VII. NOTICES

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- C. The laws of the State of Texas shall govern the validity, enforcement and interpretation of this Agreement. The obligations of the parties are performable and venue for any legal action arising out of this Agreement shall lie in Williamson County, Texas.
- D. No party to this Agreement may assign or transfer its interest in or obligations under this Agreement without the prior written consent of all parties to this Agreement.
- E. This Agreement shall be binding upon and inure to the benefit of the County and Entity. Except as expressly provided herein, nothing in this Agreement is intended to confer on any person, other than the parties hereto any rights or remedies under or by reason of this Agreement.
- F. Each party to this Agreement, 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. In the event that the performance by either party of any of its obligations or undertakings hereunder shall be interrupted or delayed by any occurrence not occasioned by its own conduct, whether such occurrence be an act of God or the result of war, riot, civil

commotion, sovereign conduct, or the act or condition of any person or persons not a party or in privity hereof, then it shall be excused from such performance for such period of time as is reasonably necessary after such occurrence to remedy the effects thereof.

- H. Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to County or Entity, or their past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. The parties hereto do not waive, modify, or alter 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.
- I. In addition to the acts recited in this Agreement to be performed by any party, the parties agree to perform, or cause to be performed, any and all such further acts as may be reasonably necessary to consummate the acts or transactions contemplated hereby.
- J. This Agreement constitutes the entire agreement between the parties hereto, and supersedes all of their oral and written negotiations, agreements and understandings of every kind. The parties 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 officers, employees or other agents to induce execution of this Agreement. This Agreement cannot be modified, or any of the terms hereof waived, except by an instrument in writing, referring specifically to this Agreement, executed by the parties

IN WITNESS THEREOF, County and Entity have caused this agreement to be duly executed to be effective as of the date of the last party's execution below.

ENTITY:


By: Dr. Hafedh Azaiez

Representative

Capacity: Superintendent

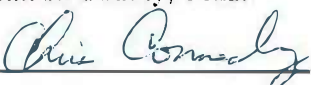
Date: August 25, 2022

Address for Notice:

Attn: Round Rock ISD
1311 Round Rock Ave.
Round Rock, Texas 78681

COUNTY:

Williamson County, Texas

By: 

Representative

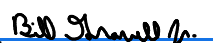
Capacity: SR. DIRECTOR EMERGENCY SERVICES

Date: MARCH 8, 2023

Address for Notice:

Williamson County
Attn: County Judge
710 Main Street, Suite 101
Georgetown, Texas 78626

Williamson County Judge

By: 
Bill Gravell (Apr 4, 2023 14:46 CDT)
Bill Gravell, Jr

Date: April 4, 2023

INTERLOCAL AGREEMENT FOR EMERGENCY AND NON-EMERGENCY DISPATCH SERVICES

THIS INTERLOCAL AGREEMENT FOR EMERGENCY AND NON-EMERGENCY DISPATCH SERVICES ("Agreement") is entered into by and between Williamson County, Texas ("County"), a political subdivision of the State of Texas, and the Texas governmental entity named on the signature herein below ("Entity"), with the authorization of each party's governing body, and both parties acting herein under the authority and pursuant to the terms of the Texas Government Code, Chapter 791, "Interlocal Cooperation Contracts," Tex. Gov't Code §§ 791.001 *et seq.*

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- G. In the event that the performance by either party of any of its obligations or undertakings hereunder shall be interrupted or delayed by any occurrence not occasioned by its own conduct, whether such occurrence be an act of God or the result of war, riot, civil

commotion, sovereign conduct, or the act or condition of any person or persons not a party or in privity hereof, then it shall be excused from such performance for such period of time as is reasonably necessary after such occurrence to remedy the effects thereof.

- H. Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to County or Entity, or their past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. The parties hereto do not waive, modify, or alter 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.
- I. In addition to the acts recited in this Agreement to be performed by any party, the parties agree to perform, or cause to be performed, any and all such further acts as may be reasonably necessary to consummate the acts or transactions contemplated hereby.
- J. This Agreement constitutes the entire agreement between the parties hereto, and supersedes all of their oral and written negotiations, agreements and understandings of every kind. The parties 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 officers, employees or other agents to induce execution of this Agreement. This Agreement cannot be modified, or any of the terms hereof waived, except by an instrument in writing, referring specifically to this Agreement, executed by the parties

IN WITNESS THEREOF, County and Entity have caused this agreement to be duly executed to be effective as of the date of the last party's execution below.

ENTITY:

Thrall Police Dept.

By: [Signature]

Representative
Capacity: Chief of Police

Date: 8/5, 2022

Address for Notice:

104 Main St.

Attn: _____

Thrall, Texas 76575

COUNTY:

Williamson County, Texas

By: [Signature]

Representative
Capacity: SR. DIRECTOR EMERGENCY SERVICES

Date: MARCH 8, 2023

Address for Notice:

Williamson County
Attn: County Judge
710 Main Street, Suite 101
Georgetown, Texas 78626

Williamson County Judge

By: [Signature]
Bill Gravell, Jr

Date: April 4, 2023