
**INTERLOCAL COOPERATION AGREEMENT
BETWEEN WILLIAMSON COUNTY AND
JARRELL INDEPENDENT SCHOOL DISTRICT POLICE DEPARTMENT
FOR
PARTICIPATION AND ACCESS TO WILLIAMSON COUNTY'S
DISPATCH SERVICES AND PUBLIC SAFETY SOFTWARE SYSTEMS
AND RELATED SUPPORT SERVICES**

THIS INTERLOCAL COOPERATION AGREEMENT ("Agreement") is made and entered into by and between **Williamson County, Texas** ("County"), a political subdivision of the State of Texas, acting herein by and through its governing body, and **Jarrell Independent School District Police Department** ("JISDPD"), a law enforcement agency in the State of Texas, acting by and through its governing body, who may be referred to individually as "Party" and collectively as "Parties". This 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. JISDPD will fall under and must comply with the same Service Level Agreements (SLAs) for IT services as County's agencies and 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. JISDPD will fall under and must comply with the same Service Level Agreements SLAs for dispatch services as County's agencies and departments for such services.

II.

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

- A. Replacement or repair to parts, equipment or software not covered by vendor/manufacture warranty or support or purchased directly by JISDPD.
- B. The cost of any additional software (outside the County's public safety software systems), additional licensing or upgrade fees of any kind.
- C. The cost of any 3rd party vendor or manufacturer support or incident fees of any kind.

- D. The cost to bring JISDPD's environment up to Minimum Standards required (e.g., proper operating systems, internet connection) for services.
- E. Failures due to acts of God, building modifications, power failures or other adverse environmental conditions or factors.
- F. 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.
- G. Training services beyond the initial one-time user training conducted by County staff.
- H. Any work related to compliance with Texas CJIS, TCIC or other applicable laws and regulations.
- I. Services provided outside of the County's normal working hours, as set by the County's Information Technology Service Desk.
- J. County's failures or inability to perform due to reasons for which County is not responsible or due to circumstances beyond its control, including, but without limitation to, "acts of God", abnormal weather conditions or other natural catastrophes, war, terrorist attacks, sabotage, computer viruses, riots, strikes, lockouts or other industrial disturbances, building modifications, pandemics, epidemics, health emergencies, disease, plague, quarantine, travel restrictions, discovery of hazardous materials, differing or unforeseeable site conditions, acts of governmental agencies or authorities (whether or not such acts are made in response to other events), or any other events or circumstances not within the reasonable control of County, whether or not of a similar kind or nature to any of the foregoing.

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

III.

Exclusion of Warranties; and Limitation of Liability: The services under this Agreement are subject to the following:

- A. **SPECIFIC EXCLUSION OF WARRANTIES.** THERE ARE NO 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 JISDPD 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 JISDPD, JISDPD'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 JISDPD 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 JISDPD 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 JISDPD AND ALL OTHER PARTIES IN CONNECTION WITH THE PRODUCTS AND THE SERVICES WILL BE LIMITED TO THE AMOUNT OF FEES ACTUALLY PAID BY JISDPD 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, JISDPD 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.

- F. **No Indemnification:** It is understood and agreed between Parties that each Party hereto shall be responsible for its own acts of negligence in connection with this Agreement. Neither Party shall be responsible to the other Party for any negligent act or omission in connection with this Agreement. It is specifically agreed that, as between the Parties, each Party to this Agreement shall be individually and respectively responsible for responding to, dealing with, insuring against, defending, and otherwise handling and managing liability and potential liability pursuant to this Agreement. These provisions are solely for the benefit of the Parties hereto and not for the benefit of any person or entity not a party hereto; this Agreement shall not be interpreted nor construed to give any claim or cause of action to any third party. Where injury or property damage results from the joint or concurrent negligence of both Parties, liability, if any, shall be shared by each Party on the basis of comparative responsibility in accordance with the applicable laws of the State of Texas, subject to all defenses available to them, including governmental immunity. Nothing in this section adds to or changes the liability limits and immunities for a governmental unit provided by the Texas Tort Claims Act, Chapter 101, Civil Practice and Remedies Code, or other law.

- G. **Immunity.** This Agreement is expressly made subject to the Parties' governmental immunity under the Texas Civil Practice and Remedies Code and all applicable federal, state, and local laws, rules, regulations, ordinances, and policies. Nothing in this

Agreement shall be deemed to waive, modify, or amend any legal defense available at law or in equity to either Party or to create any legal rights or claim on behalf of any third party. Neither Party waives, modifies, or alters to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas.

IV.

General Obligations of JISDPD: Without limiting any of JISDPD's other obligations under this Agreement, JISDPD will:

- A. Ensure that at all times at least one current staff person of JISDPD 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;
- B. Notify the County of any changes in staffing that requires the County's direct communication with regards to authorized users;
- C. 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
- D. Abide by all relevant information technology and dispatch policies of the County set forth in herein.

V.

Term: The initial term of this Agreement shall commence on the date of the last Party's execution below and shall continue for a period of sixty (60) calendar days thereafter. The Parties acknowledge and agree that a new agreement for participation and access to Williamson County's dispatch services and public safety software systems and related support services ("New Agreement") is being negotiated and the Parties intend to execute it on or before the expiration of this Agreement's term. The New Agreement will supplant and replace this Agreement. In the event the New Agreement is not fully executed prior to the expiration of this Agreement, the Parties may extend this Agreement by written amendment.

VI.

No Assignment: This agreement may not be assigned.

VII.

Consideration: JISDPD shall pay County Five Thousand Dollars (\$5,000.00) within ten (10) calendar days from the execution of this Agreement, which will be used for administrative and onboarding costs associated with County adding JISDPD to the County's dispatch services and public safety software systems. JISDPD hereby agrees and acknowledges that JISDPD will be required to comply with the cost sharing terms and conditions, as well as any other terms and conditions set forth in the New Agreement following its execution by the Parties; provided, however, JISDPD shall not be required to pay an additional administrative and onboarding costs due to paying such costs under this Agreement.

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.

IX.

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

X.

Confidentiality: JISDPD 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. JISDPD 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.

XI.

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, JISDPD will only be liable for its pro rata share of services rendered and goods actually received.

XII.

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.

XIII.

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 JISDPD:

As set forth on the signature page hereinbelow.

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.

XIV.

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.

XV.

Entire Agreement & Incorporated Documents: This Agreement constitutes the entire agreement 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; and
- D. Service Level Agreement for Information Technology Services

JISDPD acknowledges that the documents listed above have been provided to JISDPD as of the Effective Date 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.

IN WITNESS WHEREOF, the Parties have duly executed and delivered this Agreement to be effective as of the date of the last Party's execution below.

WILLIAMSON COUNTY, TEXAS (County):

By: Bill Gravell Jr.
Bill Gravell Jr. (Aug 1, 2023 14:12 CDT)

Date: August 1, 2023

Name: Bill Gravell, Jr.

Title: As presiding officer of the Williamson County Commissioners Court

**JARRELL INDEPENDENT SCHOOL DISTRICT (JISDPD),
Acting by and through its Governing Body
and Authorized Representative:**

By: Toni Hicks

Date: 7-26-23

Name: Toni Hicks

Title: Superintendent

JISDPD's Designated Contact for Legal Notices:

Name: Sharif Mezayek
Title: Proposed Chief of Police
Address: 1100 W FM487
Jarrell, TX 76537

Phone: 512-598-3701
Email: sharif.mezayek@jarrellisd.org