

**Inter-Local Agreement between Johnson County and the City of Burleson for
Access to SunGard OSSI Public Safety System Software and Information
Technology Services**

This Agreement is entered into by and between the City of Burleson, Texas ("Burleson"), a home-rule municipal corporation situated in Tarrant and Johnson Counties, Texas acting by and through Ken Shetter, its duly authorized Mayor, and Johnson County, of Cleburne Texas in Johnson County Texas ("Johnson County") acting by and through Roger Harmon its duly authorized County Judge.

WHEREAS, Texas Government Code Chapter 791 authorizes the formation of inter-local cooperation agreements between and among local governments; and

WHEREAS, Texas Government Code 791.003 (1) includes "data processing" as an "administrative function"; and

WHEREAS, Texas Government Code 791.003 (3) defines "Governmental functions and services" as including "administrative functions"; and

WHEREAS, Texas Government Code 791.011 (c) (2) permits an inter-local contract to "provide a governmental function or service that each party to the contract is authorized to perform individually"; and

WHEREAS, both Burleson and Johnson County are authorized to provide data processing services for their respective entities; and

WHEREAS, Burleson and Johnson County wish to enter into this agreement to mutually benefit from certain economies realized through the sharing of data processing to support public safety.

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

1. Term

This agreement shall have a term of five (5) years from the date of execution.

2. Fees

- 2.1** In consideration of the services provided herein, Johnson County agrees to pay Burleson an amount equal to the total percentage use of the SunGard OSSI Public Safety Software System divided by the total consortium yearly costs (see attachment A). These costs will be evaluated on a yearly basis and will be reflective of the total number of participants in the consortium. Costs will be provided each year by April 15th. Payment one (1) is due and payable on or before October 31, 2017 after agreement execution by both parties. Payments two (2) through five (5) will be due on or before October 31, 2018, October 31, 2019, October 31, 2020, and October 31, 2021 respectively.

3. Duties and Covenants of the City of Burleson

- 3.1** Host, maintain, operate and manage the SunGard OSSI One Solutions Public Safety System software including access to the OSSI servers, Terminal server, associated servers, and NetMotion server. Also included is access to OSSI software, modules, and Criminal History Record Information (CHRI) data. CHRI shall include access to the Texas Law Enforcement Telecommunications System (TLETS), the National Crime Information Center (NCIC), and Texas Crime Information Center (TCIC).
- 3.2** Host, manage, and maintain (including routine backups of) data generated by Johnson County via OSSI for use by all participating agencies operating on the system.
- 3.3** Provide Johnson County with read-only access to data generated by Burleson via OSSI.

3.4 Burleson reserves the right to suspend service with reasonable notice to Johnson County when Burleson determines that this agreement or any applicable state or federal law, rule or regulation has been violated by an employee of Johnson County. The Burleson Police Department may reinstate service following such instances upon receipt of satisfactory assurances that such violations have been corrected and measures have been taken to prevent future violations. All costs for reconnection of service are the responsibility of Johnson County. The Burleson Police Department shall have the authority to inspect Mobile Computer Terminals (MCTs) as well as laptops, tablets, and desktop computers used to access CHRI data under the authorization of this agreement.

4. Duties and Covenants of the Johnson County

4.1 Johnson County will have access to the SunGard OSSI servers, Terminal Server, and/or Net Motion Server which shall be owned, hosted, maintained, operated, and managed by the City of Burleson. Said server(s) will provide Johnson County an access point for:

- (i) OSSI software, modules, and data
- (ii) CHRI data

4.2 Johnson County is responsible for the purchase and recurring cost of: NetMotion client licenses and SunGard OSSI software to be licensed on OSSI servers, NetMotion server, Terminal Server, Johnson County's MCTs, as well as the cost of any equipment, services, hardware or software required to establish a secure link between Burleson and Johnson County. Burleson recommends Johnson County (at their expense) establish a secure point to point high-speed fiber link between Burleson and Johnson County for optimum performance.

4.3 Provide Burleson with read-only access to data generated by Johnson County via OSSI.

4.4 Johnson County agrees to utilize its technical staff and SunGard OSSI support center as its primary means of support for OSSI software purchased by Johnson County. Burleson will provide and/or appoint specific System Administrators (SA) to assist Johnson County and other agencies with agency specific system changes. No system wide changes will occur without the consensus of the System Administrators. SA's will meet regularly to insure issues are addressed in a timely manner and the system is maintained in good working order.

4.5 Johnson County recognizes that the SunGard OSSI system is a map/GIS based system that requires accurate map data to perform successfully. Inaccurate, obsolete, or missing map data will affect the performance of the system. Johnson County agrees to provide Burleson with accurate and timely map data to insure the system performs successfully. Burleson's support is limited to the SunGard OSSI system/servers, NetMotion server, Terminal server, and data kept by the City of Burleson or on equipment owned or under the control of the City of Burleson.

4.6 Regarding CHRI data, Johnson County agrees to:

4.6.1 Not permit any other person or entity, other than Johnson County authorized employees, to retrieve CHRI accessible via TLETS, NCIC, and TCIC.

4.6.2 Retrieve CHRI through the TLETS, NCIC, TCIC databases only for those purposes permitted by state and federal law.

4.6.3 Abide by all present and hereafter enacted state and federal laws, rules and regulations concerning the collection, storage, retrieval, use, destruction, disclosure and dissemination of TLETS data.

4.6.4 Provide upon request updated list of all authorized employees of Johnson County prior to allowing them to retrieve information from TLETS through Burleson Police Department databases access.

- 4.6.5** Be responsible for ensuring that its employees accessing TLETS, CHRI, NCIC, and TCIC are informed of all applicable state and federal laws, rules and regulations concerning the collection, storage, retrieval, use, destruction, disclosure and dissemination of CHRI.
 - 4.6.6** Advise authorized users that any unauthorized retrieval, use or dissemination of this confidential information is a violation of state law (Texas Government Code Section 411.085) and can lead to the filing of criminal charges against the authorized user, in addition to cancellation of access to the Department of Public Safety (DPS) databases.
 - 4.6.7** Provide each person who applies for access to criminal history record information maintained by the department with a copy of Texas Government Code Section 411.0850.
 - 4.6.8** Upon discovery, notify the Burleson Police Department and the Department of Public Safety of a violation by an employee of the User Entity, of any applicable state or federal law, rule or regulation relating to the collection, storage, retrieval, use, destruction, disclosure and/or dissemination of CHRI data.
- 4.7** Though Johnson County's SunGard OSSI data will be physically stored at Burleson, the data belongs to Johnson County. Johnson County is solely responsible for its accuracy, quality and reporting, including compliance with the Texas Public Information Act (aka "open records" requests).

5. IMMUNITY

It is expressly understood and agreed that, in the execution of this Agreement, none of the Participating Entities waives, nor shall be hereby deemed to waive, any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions, and that the services described in this Agreement are a governmental function.

6. FORCE MAJEURE

A delay or failure of Burleson to perform services pursuant to this Agreement shall be excused to the extent that the delay or failure to perform resulted from a force majeure event, and the delay or failure was beyond the control of Burleson and not due to its fault or negligence. Johnson County shall not have, and hereby waives, any claim whatever for any damages resulting from delays or failure to perform caused by a force majeure event.

7. TERMINATION

The parties shall each have the right to terminate/withdrawal the Agreement for any reason, with or without cause, upon ninety (90) days advance written notice to the other party. The withdrawing party shall be given up to twelve (12) months to copy its data, if desired, but may not delete information and/or data residing on the SunGard OSSI system that was contributed by the withdrawing agency. The copying of the data shall be done at the sole expense of the withdrawing agency. Upon termination, the parties shall be released from all contractual obligations to the other party and any terms and conditions arising from events occurring during the term of the contract. Payments made to Burleson by Johnson County under section two (2) above, will be non-refundable.

8. ENTIRETY

This Agreement contains all commitments and Agreements of the parties hereto, and no other oral or written commitments shall have any force or effect, if not contained herein, except that this Agreement can be amended or modified by the parties if such amendment or modification is in writing and signed by Johnson County and Burleson.

9. SEVERABILITY

In the event anyone 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 thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained herein.

10. VENUE


Should any action, real or assorted, at law in equity, arise out of the terms and conditions of this Agreement, venue for said action shall be in Johnson County, Texas.

11. AUTHORITY

This Agreement is made for Burleson and Johnson County as an Inter-Local Agreement, pursuant to Texas Government Code, Chapter 791.


12. AUTHORIZATION

The undersigned officers and/or agents of the parties hereto are properly authorized officials and have the necessary authority to execute this Agreement on behalf of the parties hereto, and each party hereby certifies to the other that any necessary resolutions extending such authority have been duly passed and are now in full force and effect.



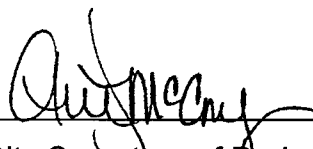
Ken Shetter
Mayor, City of Burleson

8/1/16
Date

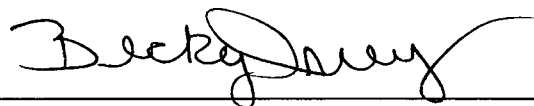


Roger Harmon
County Judge, Johnson County

9-26-16
Date



Attest/City Secretary of Burleson



Attest/City Secretary of Johnson County



Proposed Consortium Costs

Attachment A

%	Lic #	Agency	Lic #	Lic %'s
22%	14.0	Johnson County	120	41.40%
20%	13.0	Alvarado	14	4.80%
18%	12.0	Joshua	13	4.50%
14%	9.0	Venus	12	4.10%
14%	9.0	Godley	9	3.10%
14%	9.0	Grandview	9	3.10%
12%	8.0	Rio Vista	8	2.80%
		ESD	4	1.40%
		Cleburne	0	0.00%
		Burleson	189	65.20%
TOTAL	85.0			

Agency	Consortium Contribution	Yearly Expense	Yearly Contribution	Salary	% of
Johnson County	\$ 28,256	\$ 40,456	\$ 40,456	\$ 98,151	36.27%
Alvarado	\$ 4,806	\$ 9,926	\$ 9,926	\$ 36,270	13.47%
Joshua	\$ 2,664	\$ 8,499	\$ 8,499	\$ 36,270	13.47%
Venus	\$ 2,600	\$ 6,390	\$ 6,390	\$ 36,270	13.47%
Godley	\$ 1,966	\$ 6,390	\$ 6,390	\$ 36,270	13.47%
Grandview	\$ 1,966	\$ 6,390	\$ 6,390	\$ 36,270	13.47%
Rio Vista	\$ 4,776	\$ 5,708	\$ 5,708	\$ 36,270	13.47%
ESD	\$ 888	\$ 11,538	\$ 11,538	\$ 36,270	13.47%
TOTAL	\$ 63,420	\$ 134,421	\$ 134,421	\$ 362,700	100.00%

Agency	One Time Expense Contribution	One Time Start Up Costs	Total	Year 1 Total to Burleson	Year 2 Total to Burleson	Year 3+ Total to Burleson
Johnson County	\$ -	\$ -	\$ -	\$ 40,456	\$ 40,456	\$ 40,456
Alvarado	\$ -	\$ -	\$ -	\$ 9,926	\$ 9,926	\$ 9,926
Joshua	\$ -	\$ -	\$ -	\$ 9,244	\$ 9,244	\$ 9,244
Venus	\$ 4,000	\$ 4,000	\$ 8,000	\$ 12,499	\$ 8,499	\$ 8,499
Godley	\$ 4,000	\$ 4,000	\$ 8,000	\$ 10,390	\$ 6,390	\$ 6,390
Grandview	\$ 4,000	\$ 4,000	\$ 8,000	\$ 10,390	\$ 6,390	\$ 6,390
Rio Vista	\$ 4,000	\$ 4,000	\$ 8,000	\$ 9,708	\$ 5,708	\$ 5,708
ESD	\$ 4,000	\$ 4,000	\$ 8,000	\$ 15,538	\$ 11,538	\$ 11,538
TOTAL	\$ 20,000	\$ 20,000	\$ 40,000	\$ 118,151	\$ 98,151	\$ 98,151

Advantages of Going with a Consortium

- 1) Affordability - Shared cost of complete system allows small agencies to participate
- 2) Dedicated GIS/SA tech to support consortium
- 3) Redundancy - 4 independent servers at 2 locations capable of running the system
- 4) Public Safety Mission Critical Operations Up Time:
 - a) All servers on battery backup at BPD and JCSD locations
 - b) Both buildings (BPD and JCSD) are protected by generator
 - c) Server room protected by FM-200 Fire Protection System
- 4) Disaster Recovery - 4 independent servers replicating in real time at 2 separate locations
- 5) Modern Equipment running on industry standard current Microsoft Operating Systems
- 6) Nightly backups replicate to off site locations
- 7) Information Sharing / Situational Awareness - Ability to see and dispatch all FD units in JC
- 8) Ability to dispatch from 3 separate independent dispatch locations

Yearly Devices & Services	Yearly Amount	Notes
BPD Servers	\$ 10,800	\$ 54,000/5 years = \$ 10,800
JCSO Backup Servers	\$ 10,800	\$ 54,000/5 years = \$ 10,800
ATT file backup (BPD to JCSD)	\$ 11,820	
Core Module Maintenance	\$ 30,000	
Total	\$ 63,420	