

**Interlocal Agreement between the Johnson County Emergency Service District
No. 1 and Johnson County, Texas for maintenance of hardware and software
associated with the SunGard OSSI Public Safety System Software located at 2451
Service Dr., Cleburne, Texas 76033**

This Agreement is entered into by and between Johnson County, Texas ("County"), acting by and through the Commissioners Court, and the Johnson County Emergency Service District No. 1 ("ESD") of Cleburne, Texas, in Johnson County, Texas acting by and through R. C. McFall, its duly authorized president.

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 interlocal contract to "provide a governmental function or service that each party to the contract is authorized to perform individually"; and

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

WHEREAS, Johnson County and ESD 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, the ESD agrees to pay County \$38.99 per hour for administrator assistance and \$30.68 per hour for pc tech assistance for any work provided by said employee of the Johnson County Information Technology Department (the "IT Department") if there is a request for service by the ESD. The IT Department employee shall document the time spent on the service provided to the ESD. County shall submit an itemized invoice for the services provided each month to the ESD. The ESD shall make payment to County within thirty (30) days after receipt of the invoice or as otherwise required by applicable law. Payment shall be remitted to:

Johnson County Treasurer
Johnson County Courthouse
2 North Main
Cleburne, Texas 76033.

Accounts which are not timely paid in accordance with the above procedure shall bear the interest at the lesser of the annual percentage rate of 10% or the maximum legal rate applicable thereto, which shall be a contractual obligation of the ESD under this agreement. The parties agree that each party shall be entitled to recover its reasonable and necessary attorney's fees and costs incurred in any litigation between the parties subject to applicable law..

3. Duties and Covenants of Johnson County

3.1 Maintain and manage the hardware and software associated with the SunGard OSSI One Solutions Public Safety System used by the ESD fire

dispatch center. This includes access to the Computer Aided Dispatch (CAD) system, Freedom app and associated servers and NetMotion server.

- 3.2 County reserves the right to suspend service with reasonable notice to the ESD when County determines that this agreement or any applicable state or federal law, rule or regulation has been violated by an employee of the ESD. County 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 the ESD.

4. Duties and Covenants of the Emergency Service District

- 4.1 ESD will have access to the SunGard OSSI CAD Server, Freedom server, and/or NetMotion Server which shall be maintained, operated, and managed by County. Said server(s) will provide ESD access to OSSI software, modules, and data.
- 4.2 ESD is responsible for the purchase and recurring cost of: NetMotion client licenses and SunGard OSSI software to be licensed on the CAD server, Freedom Server, and/or NetMotion server, as well as the cost of any equipment, services, hardware or software required to establish a secure point to point high-speed fiber link between County and ESD.
- 4.3 ESD agrees to utilize County and SunGard OSSI support center as its primary means of support for OSSI hardware and software purchased by ESD. County will provide and/or appoint specific System Administrators (SA) to assist ESD 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.

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 right, 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 Johnson County 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 Johnson County and not due to its fault or negligence. ESD 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, except that the ESD will be obligated to pay County for any service County performed prior to the termination date.

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 ESD and County.

9. Severability

In the event 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 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 County and ESD as an Inter-Local Agreement, pursuant to Texas Government Code, Chapter 791.

12. Officials Not To Benefit

No official, member or employee of the ESD or County and no member of their governmental bodies, and no other public officials of the ESD or County who exercise any function or responsibilities on the review or approval of the undertaking or carrying out of this project, shall participate in any decision relating this Agreement which affects his/her personal interest and shall not have any personal or pecuniary interest, direct or indirect, on this Agreement or the proceeds thereof.

13. Relationship of Parties

None of the provisions of this Agreement are intended to create nor shall be deemed or construed to create any relationship between the parties other than

that of independent entities contracting with each other solely for the purpose of affecting the provisions of this Agreement.

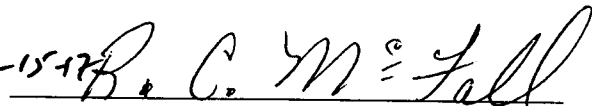
14. Authorization

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, and each party paying for the performance of governmental functions or services hereunder shall make those payments from current revenues available to the paying party.

JOHNSON COUNTY, TEXAS

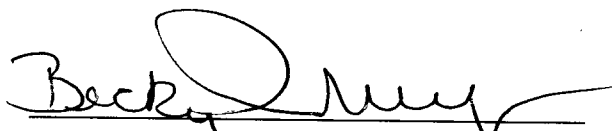
JOHNSON COUNTY EMERGENCY
SERVICES DISTRICT NO. 1

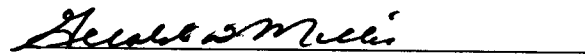

Date 6/26/17 Roger Harmon


Date _____ R. C. McFall

Judge, Johnson County

President, Johnson Co. ESD


Attest/County Clerk of Johnson County


Attest/Secretary of Johnson Co. ESD

