

INTERLOCAL AGREEMENT FOR IMPLEMENTATION AND OPERATION OF
GRID SYSTEM

THIS AGREEMENT made this 1st day of November, A.D. 2022, by the City of League City, Texas, and The University of Texas Medical Branch at Galveston ("UTMB"), an academic health institution of The University of Texas System ("UT System") and agency of the State of Texas, both being government entities within the State of Texas and collectively referred to herein as the "parties".

WITNESSETH:

WHEREAS, the government entities of League City, Port of Houston Authority, Morgans Point, Dickinson, Santa Fe, Sugarland, Texas City, University of Texas Medical Branch Galveston, Seabrook, La Marque, Lakeview, Kemah, Alvin, Deer Park, La Porte, Nassau Bay, and Webster (the "GRID System agencies") desire to make efficient use of their respective powers, resources, authority and capabilities by enabling them to cooperate on the basis of mutual advantage and thereby provide the facilities and efforts identified herein the manner that will best utilize existing resources, powers and authority available to each of them; and

WHEREAS, it is the purpose of the agreement to provide a means by which the parties may exercise their respective powers, privileges, and authority which they may separately, but which pursuant to this Agreement may exercise collectively; and

WHEREAS, the parties desire to establish and provide a computer-aided dispatch, records management, and mobile computer system, serving law enforcement, fire, EMS, and emergency communications for each of the agencies parties, hereinafter referred to as the Gulf Region Information and Dispatch (GRID) System.

WHEREAS, the parties have determined that a consolidated system will better utilize existing personnel and capital resources, increase the efficiency and effectiveness of public safety emergency responses, enhance public safety operations by standardizing equipment and records management systems, and will provide for shared costs of communications technology; and

WHEREAS, the parties have agreed that they should participate in the management and ownership of the GRID System in return for providing a proportionate share of the funding for recurring operation, maintenance, and future expansion of the GRID System; and

WHEREAS, the parties desire to enter into this Agreement to establish basic parameters for the implementation, operation, maintenance, and future expansion of the GRID System; and

WHEREAS, entering into this Agreement is in the best interest of the citizens of the Parties; and

NOW, THEREFORE, in consideration of the premises, mutual covenants, provisions, and representations contained herein, constituting good and valuable consideration, and pursuant to Texas Government Code 791 ("Interlocal Cooperation Act"), the parties hereto agree as follows:

I. PURPOSE:

The purpose of this Interlocal Agreement is to establish a computer-aided dispatch, records management, mobile computer system, and analytical reporting tools, herein referred to as the GRID System, serving law enforcement, fire, EMS, and emergency communications for each of the GRID agencies.

II. DURATION:

This Agreement shall remain in effect for one (1) year, commencing on January 1, 2023, and ending on December 31, 2023, and thereafter will automatically renew for successive one year terms. However, nothing herein shall affect the right of a party to withdraw from this Agreement, as provided for in Section VII below.

III. ORGANIZATION:

The GRID System will be overseen by a Board of Directors comprised of the government entity's Chief of Police who participate on the GRID system ("the Board"). In the event a government entity enters or leaves the GRID System, the Police Chief of the law enforcement entity entering or leaving the system will be automatically deemed added or removed from the Board.

Day to day operations of the GRID System will remain the responsibility of individually appointed "Local Agency Systems Administrators" and "GRID Services Global System Administrators". The Systems Administrators for each party shall meet regularly in order to address any issues needing to be addressed relating to the GRID System. If issues cannot be resolved to the satisfaction of the Systems Administrator's group, the concerns shall be reduced to writing and submitted to the Board for resolution.

IV. FINANCIAL ADMINISTRATION

The parties hereby agree to provide financial support according to a schedule and formula set out in Schedule "A" attached hereto, which is hereby incorporated by reference into this agreement. The cost of software and hardware maintenance will be determined by annual projections from the vendors. In addition, the Board will consider and recommend a GRID system reserve assessment for future expenditures subject to the approval of governing bodies. All costs will be pro-rated between the agencies based on calls for service, reports, bookings, and accidents. In the event UTMB shall allow another agency that is not a party to the GRID system to utilize the system, then UTMB is responsible for those costs. Initial agency cost allocations are based upon the participation of all agencies listed in Schedule A. ***Should any agency choose not to participate; the costs will be reallocated proportionately to the other agencies.***

Regular GRID System fees shall be assessed at the start of each calendar year. For administration purposes, the GRID System shall operate on a calendar year from January 1 to December 31 of the following year. ***Such assessment shall be approved by majority vote of the governing bodies.***

- A. It shall be the responsibility of the Board to prepare budget projections for upcoming calendar years, including a detailed breakdown of estimated GRID System fees for each party agency, which shall be completed and distributed to all parties no later than March 1st of each year.
- B. The City of League City shall provide basic support for the GRID system through its General Fund for ongoing costs including support personnel, and other incidental operating expenses.
- C. The City of League City shall maintain the GRID system reserve fund for all assessments made for replacements or expansions of GRID system hardware and software.
- D. Year one payments for Schedule A assessments will be due 30 days after invoice.
- E. Expansion of the schedule matrix must be approved by a majority vote of the governing bodies of the participating jurisdictions.

V. ADMITTING ADDITIONAL AGENCIES:

Additional agencies may be admitted to the GRID System upon agreement of the Board. Board agreement shall be indicated by a majority vote of the Board. New agencies shall be required to meet the same terms and shall have the same responsibilities as existing parties. The Board may require new members to pay a fee of \$10,000.00 to join the GRID system. The fee will be deposited into the GRID system reserve fund. New agencies will be responsible for actual costs incurred in order to integrate them into the system.

VI. EQUIPMENT AND LICENSES:

The GRID System will use Motorola Solutions software. Each GRID System agency will be responsible for purchasing the hardware, software and licenses required to be used in their respective jurisdictions. Each GRID System agency will be required to maintain its own equipment and software and to pay an equitable share of the expense of maintaining the server(s) as set out on Schedule "A" attached. Each GRID System agency will have control of all hardware and software within its respective jurisdiction.

VII. WITHDRAWAL BY A PARTY:

Any party shall have the right to withdraw from the GRID System at any time upon giving ninety (90) days advance written notice to the City of League City. The withdrawing party shall have 12 months to copy its data, but not to delete, information and/or data residing on the GRID System Server that was contributed by the withdrawing agency. This shall be done at the sole expense of the withdrawing agency and the withdrawing agency shall not be entitled to recover any portion of their contribution to the GRID system reserve fund maintained by the City of League City.

Any agency of the GRID System may be expelled with cause, by a two-thirds vote of the Board. Prior to the initiation of action to expel an agency, the Board will notify the City Manager, or Chief Executive Officer, of the agency for whom expulsion is being considered of such pending action. The agency will be provided a period of time of not less than thirty (30) days prior to the Board's decision to present reasons why expulsion for cause is not justified. Should the Board approve the expulsion of a party, the expelled party shall be considered "withdrawn" from the GRID System ninety (90) days from the date the Board votes to take such action. Once withdrawn, the agency shall have the same rights and responsibilities afforded those agencies voluntarily withdrawing from the GRID System.

VIII. COMPLIANCE WITH THE PUBLIC INFORMATION ACT:

Each party shall control the release of any information produced or belonging to that party which resides anywhere on the system, including, but not limited to, the server. Each agency will be required to sign a Shared Agency Agreement between the City of League City, the perspective agency and Motorola Solutions.

IX. OPERATING RULES AND PROCEDURES:

In order to ensure consistency, all parties agree to follow the pattern, protocols and procedures established by the GRID System. Within this basic framework, the System Administrators shall, from time to time, adopt and implement such rules and procedures as it deems prudent for the further improvement and refinement of the system. The intention of this provision is to assure that the basic structure, workflow, security, and integrity of the system is preserved, while at the same time allowing the System Administrators to adopt necessary changes to enhance the system.

X. SYSTEM SECURITY:

- A. Global Administrator:** Staff members assigned to the League City Police Department's GRID Services unit will be assigned global system administrator rights and responsibilities. Global Administrators will ensure system integrity, Criminal Justice Information Services ("CJIS") security compliance, perform server administration, database administration, perform advanced system configuration maintenance, and work with local agency administrators to customize system configuration to meet agency expectations.
- B. Local Agency Administrator:** Each agency will identify a local agency administrator who will attend regular system administrator meetings. Local Agency Administrator will be responsible for configuration of agency specific settings, password resets, set permissions, customization, optimization, and will serve as a trouble ticket liaison. Local agency administrators are expected to work closely with global grid administrators and Motorola support staff to accomplish agency goals and directives.
- C. System Permissions and Access:** Access to GRID resources must be in compliance with CJIS security principles of least privilege. Access to criminal justice information from staff not directly employed by a law enforcement agency and in the performance of criminal justice related activities will require written approval from the GRID Chief's board.
- D. API's and Third Party Interfaces:** Application Programming Interfaces (API's) and third party interfaces not covered by the master customer agreement with the vendor will be reviewed by the GRID global administrators, the vendor, and CJIS compliance auditors prior to implementation. Third-party interfaces or API's with read only access will only be allowed to connect to non-live replicated data sources upon approval.

E. Advanced Configuration Tools: System tools designed to alter or optimize the software beyond its base configuration. Such tools affect system wide changes and have the potential to negatively impact system wide performance by corrupting existing database tables and orphaning records. Advanced configuration tools will be restricted to global administrators to preserve the integrity of the GRID system and prevent costly damages. Global administrators will develop a submission process for system wide changes with local agency administrators to ensure safe and timely system configuration changes.

F. CYBER/PHISHING/VIRUS MITIGATION: The City of League City reserves the right to temporarily disconnect an agency's fiber connection to mitigate security threats. Fiber connectivity will be restored once the affected agency resolves the identified security threat.

XI. AUTONOMY OF PARTIES:

Each agency shall have the right to customize its individual system in any way it chooses, provided that such customization does not impair the operation of the total system. Such customization shall be the sole expense and responsibility of the agency which chooses the particular customization. The Global System Administrators shall have the authority to decide whether or not any action taken by a local system administrator or agency is an impairment to the system and may order the agency to follow the directive of the Global System Administrators.

XII. GOVERNING LAW

This agreement shall be governed by the laws of the State of Texas and shall be enforceable in any court of competent jurisdiction in Texas.

XIII. SEVERABILITY:

In the event that one or more provisions of this agreement shall be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the other provisions, and the other provisions shall remain in full force and effect.

XIV. DISPUTES:

To the extent permissible under the laws and constitution of the State of Texas, any dispute among the parties, which cannot be resolved by the Systems Administrators, shall be submitted to the GRID Board for resolution.

The Board shall investigate the dispute, allowing involved parties to explain their individual concerns, and shall determine the appropriate remedy.

XV. LIMITATIONS:

The Parties are aware there are constitutional and statutory limitations (Limitations) on the authority of _____ to enter into certain terms and conditions that may be part of this Contract, including terms and conditions relating to liens on _____'s property; disclaimers and limitations of warranties; disclaimers and limitations of liability for damages; waivers, disclaimers and limitations of legal rights, remedies, requirements and processes; limitations of periods to bring legal action; granting control of litigation or settlement to another party; liability for acts or omissions of third parties; payment of attorneys' fees; dispute resolution; indemnities; and confidentiality, and terms and conditions related to Limitations will not be binding on _____ except to the extent authorized by the laws and Constitution of the State of Texas

Signed and sealed by the following units of government on the dates set out below:

City of League City

Signature: _____

Signature: _____

John Baumgartner, City Manager

Date: _____

Date: _____