

INTERLOCAL COOPERATION AGREEMENT

FOR PARTICIPATION IN THE GALVESTON COUNTY PUBLIC SAFETY CONSORTIUM

ON-PREMISE AND CLOUD-BASED MOTOROLA PREMIERONE CAD/RMS SYSTEM

ARTICLE I – PARTIES AND AUTHORITY

This Interlocal Cooperation Agreement (“Agreement”) is entered into pursuant to the Texas Interlocal Cooperation Act, Texas Government Code Chapter 791, by and between Galveston County, Texas (“Host Agency”), acting by and through its Commissioners Court, and Port of Galveston, Texas (“Hostee Agency”), each being a “local government” as defined in Chapter 791. This Agreement has been duly authorized by the governing bodies of each Party in accordance with Texas Government Code §791.011(d)(1). Nothing in this Agreement shall be construed to create a joint enterprise, joint venture, or joint and several liability between the Parties.

ARTICLE II – PURPOSE

The purpose of this Agreement is to establish the terms under which Hostee Agency may participate in the Galveston County Public Safety Consortium and utilize the Motorola PremierOne Computer-Aided Dispatch (CAD) and Records Management System (RMS) hosted on infrastructure owned and administered by Galveston County. The Agreement enhances regional public safety coordination, improves operational efficiency, and ensures compliance with applicable security requirements. This Agreement further promotes interoperability and continuity of operations across Galveston County law enforcement agencies, consistent with Texas public safety collaboration standards. This Agreement does not obligate Galveston County to provide dispatching, call-taking, or operational public safety services.

ARTICLE III – TERM

This Agreement shall commence on March 1, 2026, and remain in effect until terminated in accordance with Article XI.

Unless otherwise terminated, this Agreement shall automatically renew for successive one-year terms upon mutual agreement of the Parties. Automatic renewal shall not require execution of a new interlocal agreement unless material terms are amended.

The Parties shall review and reauthorize this Agreement at least once every five (5) years to ensure compliance with applicable law, CJIS Security Policy, and consortium requirements.

ARTICLE IV – GOVERNANCE

Galveston County shall serve as the governing authority for the Consortium. While the County retains final decision-making authority, it shall coordinate and cooperate with all participating agencies to ensure effective and efficient use of the PremierOne CAD/RMS system.

Galveston County shall establish a Consortium Advisory Committee composed of one representative from each Hostee Agency. The Committee shall meet periodically to provide input on operational priorities, upgrades, and best practices. Advisory recommendations shall be non-binding but will be given good-faith consideration by the Host Agency. Nothing in this Article shall limit the Host Agency's sole authority to configure, administer, or secure the system.

Galveston County will provide Hostee Agencies with reasonable advance notice of any system-wide configuration changes, upgrades, or policy modifications affecting consortium operations.

Any Hostee Agency-requested changes to the CAD/RMS system must be submitted in writing via email to the Galveston County Department of Enterprise Services Service Desk (tickets@galvestoncountytexas.gov) for review.

ARTICLE V – HOST AGENCY RESPONSIBILITIES

The Host Agency shall:

1. Provide hosting, system administration, and infrastructure support for the PremierOne CAD/RMS system, whether on-premise, cloud-based, or hybrid, as applicable.
2. Maintain the on-premise servers, storage, networking, and security architecture supporting the system, and coordinate with Motorola Solutions, Inc. for any cloud-based system components.
3. Provide and manage a virtual private network (VPN) service for Hostee Agencies, unless the Hostee Agency has entered into a domain trust agreement with Galveston County.

- a. Agencies entering into a domain trust agreement must meet all Galveston County security protocols and provide their own VPN solution for their devices.
 4. Coordinate upgrades, patches, and vendor support with Motorola Solutions, Inc., covering both on-premise and cloud-based modules.
 5. Maintain and monitor all system interface connections between the PremierOne CAD/RMS system and other authorized applications, databases, or systems used by the Consortium.
 6. The Host Agency shall maintain all required CJIS documentation related to hosting, system administration, vendors, and contracted support entities. The Host Agency shall ensure that any vendors with access to Criminal Justice Information (CJI) meet all CJIS and TLETS requirements, including maintaining current CJIS Security Addenda.
 7. The Host Agency shall ensure interface stability, coordinate with third-party vendors as needed, and notify Hostee Agencies of outages or required updates.
 8. Motorola costs associated with agency-specific interface development or maintenance will be billed by Galveston County to the requesting agency in accordance with Article VIII (Costs and Payment).
 9. Provide cost estimates for labor-intensive customization requests submitted under Article X, including those requiring coordination with Motorola. Galveston County may recover reasonable staff time associated with vendor coordination, interface troubleshooting, or agency-specific support.
 10. Use commercially reasonable efforts to maintain system availability but does not guarantee uninterrupted service. Galveston County shall not be liable for service interruptions or performance issues caused by Motorola Solutions, Inc. or any third-party provider.
 11. Maintain system audit logs in accordance with CJIS Security Policy and make them available for inspection as required.
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ARTICLE VI – HOSTEE AGENCY RESPONSIBILITIES

The Hostee Agency shall:

Ensure that all personnel accessing the PremierOne CAD/RMS comply with the CJIS Security Policy and maintain required fingerprint-based background checks, training, and recertifications. Hostee Agencies to certify compliance annually.

Hostee Agencies with in-house technical resources shall assume responsibility of account creation, user provisioning, training coordination, and compliance oversight in alignment with established Galveston County security and integration standards.

Ensure full compliance with TCIC/TLETS policies and requirements, including timely completion of all required CJIS and TLETS audits.

Use the VPN service provided by Galveston County for remote or mobile access to the system unless the Hostee Agency has established a domain trust agreement with Galveston County.

Agencies with an approved domain trust agreement must meet all Galveston County protocols and, at a minimum, implement CJIS policy-level encryption for all PremierOne CAD/RMS connections and transmissions of data.

- Such agencies must also provide and manage their own VPN services and licenses when required by CJIS standards or Galveston County protocols.

Ensure that all devices used to access the system are government-owned and mobile devices (laptops, tablets, and cellular devices) used to access the system are:

- Enrolled in and managed through a Mobile Device Management (MDM) application (either the Hostee Agency's MDM or Galveston County's MDM, subject to approval), and
- Configured to route system traffic exclusively through the required VPN connection or, if under a domain trust agreement, through encryption and VPN solutions meeting CJIS Security Policy requirements.

Prohibit the installation or use of PremierOne applications on personally owned devices under all circumstances, except where expressly approved in writing following a formal security review by the Galveston County Department of Enterprise Services. Violation constitutes a material breach of this agreement.

Report any security incidents, unauthorized access, or compliance deficiencies immediately upon discovery, but no later than twenty-four (24) hours after discovery, to the Galveston County Department of Enterprise Services Service Desk. Hostee Agencies must cooperate fully with investigations.

ARTICLE VII – DATA OWNERSHIP, SHARING, AND PUBLIC INFORMATION ACT

1. Each Party retains sole ownership of all data it enters, transmits, or generates in the PremierOne CAD/RMS ("Agency Data").

2. Agency Data may be accessed by other authorized consortium participants solely for legitimate public safety purposes, including dispatching, incident response, investigations, and reporting.
3. All data sharing must conform to the CJIS Security Policy, TCIC/TLETS regulations, and other applicable state and federal laws.
4. No Party shall disseminate another Party's Agency Data outside the system except:
 - a. As required by law;
 - b. Pursuant to court order; or
 - c. With prior written consent of the owning Party.
 - d. Each Party is solely responsible for responding to Public Information Act requests for its own Agency Data.
5. Both Galveston County and Hostee Agencies shall comply with the Texas Local Government Code, Chapter 203, the CJIS Security Policy, TLETS/TCIC and any applicable court orders of expunction.
6. Any Hostee Agency requesting record removal or deletion must submit a written request with supporting documentation, i.e., certified court orders to Galveston County, which will be reviewed by Galveston County Legal as necessary.
7. Upon termination of this Agreement, the Hostee Agency shall retain rights to its Agency Data. For one year after termination, Galveston County shall provide, upon written request, a copy of such data in a mutually agreed format and, upon written request, shall disable access by other consortium members.
8. Data extraction and conversion requests may be subject to reasonable cost recovery for staff time, media, and formatting.

ARTICLE VIII – SECURITY AND AUDIT REQUIREMENTS

1. All Parties must adhere to CJIS Security Policy controls regarding logical access, physical access, personnel, and encryption.
2. Hostee Agency facilities where CAD/RMS terminals or servers are housed must comply with CJIS physical security requirements.

3. All Hostee Agency personnel with access to criminal justice information must maintain current CJIS and TLETS certifications and cooperate with all audits conducted by Galveston County, DPS or FBI; failure to cooperate with audits constitutes a material breach of this agreement.
 4. Failure to remedy audit findings within timelines set by DPS, FBI, or Galveston County shall constitute a material breach of this Agreement. Hostee Agency to remediate findings at its own cost.
 5. County reserves the right to suspend access immediately for critical security violations.
 6. Each Party shall promptly provide documentation necessary to support CJIS, TLETS, DPS, or FBI audits upon request from Galveston County or an authorized auditing authority.
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ARTICLE IX – COSTS AND PAYMENT

1. **Cost Allocation.** Hostee Agency shall pay its share of the costs associated with the PremierOne CAD/RMS system based on the number of devices on which the CAD and RMS applications are installed for that agency's use, any Motorola or Galveston County integration connection costs, plus a ten percent (10%) administrative fee to cover consortium governance, overhead, and administrative costs incurred by Galveston County.
 - a. Motorola costs associated with agency-specific application integrations shall also be billed by Galveston County to the requesting agency.
 - b. The Hostee Agency shall be responsible for paying any fees or costs charged by application vendors for such integrations.
2. **Annual Contribution Schedule.** Galveston County shall prepare and distribute to all consortium members, no later than March 1 of each year, an annual cost schedule ("Exhibit A") showing each Hostee Agency's allocation for the upcoming fiscal year.
 - a. Galveston County shall maintain a detailed accounting of consortium costs and make such records available to Hostee Agencies upon reasonable request.
3. **Payment Terms.** Hostee Agency shall remit its full annual cost allocation to Galveston County in a single payment, due in the first quarter of the fiscal year (beginning October 1), unless otherwise agreed in writing.

4. **Pro-Rata Adjustments.** If Hostee Agency adds additional devices during the fiscal year, Galveston County shall calculate a pro-rated cost for the remaining quarters of the year. Such pro-rated costs shall be invoiced quarterly and due within thirty (30) days of invoice. The ten percent (10%) administrative fee shall apply to both the annual allocation and any pro-rated additions.
 5. **Non-Payment.** Failure to pay the allocated costs within the time required shall constitute a material breach of this Agreement and may result in suspension or termination of Hostee Agency's access to the CAD/RMS system pursuant to Article XI (Termination). In addition, Galveston County will have explicit authority to **suspend access immediately** if non-payment creates a CJIS or operational risk.
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ARTICLE X – OPERATING RULES AND CUSTOMIZATION

1. All Hostee Agencies agree to follow consortium-wide protocols established by Galveston County to maintain system integrity and security.
 2. Local customization may occur provided it does not impair system functionality or security.
 3. Requests for CAD or RMS customization submitted within six (6) months of implementation and to be made by Galveston County personnel will be reviewed, and if approved, will be provided at no cost.
 - a. Any costs by Motorola or vendors associated with application integration will be the sole responsibility of the requesting agency.
 4. After six (6) months, requests will be reviewed for complexity and resource requirements, and Galveston County may provide a written cost estimate for labor-intensive changes.
 5. Customizations must not degrade system performance, and Galveston County may reject requests for any reason.
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ARTICLE XI – TERMINATION

1. Either Party may voluntarily withdraw with ninety (90) days' advance written notice. The withdrawing agency shall have one (1) year from the withdrawal date to copy, but not delete, its Agency Data.
2. Either Party may terminate immediately for material breach, including non-compliance with CJIS or TCIC/TLETS requirements.

3. Galveston County may expel a Hostee Agency upon ninety (90) days' written notice for repeated or unremedied material breaches, including non-payment or security violations.
 4. Galveston County will immediately terminate a Hostee Agency for severe security breaches.
 5. Upon termination, Hostee Agency's access shall be disabled, and Agency Data returned as described in Article VII.
 6. Following termination, Galveston County shall retain Agency Data backups for a minimum of one (1) year for legal and audit purposes, after which such backups may be securely destroyed in accordance with CJIS Security Policy and Texas records retention statutes.
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ARTICLE XII – DISPUTE RESOLUTION

1. Disputes not resolved at the staff level shall be submitted to the Galveston County Department of Enterprise Services PremierOne Program Manager.
 2. If unresolved, disputes shall be escalated to the Chief Information Officer of Galveston County.
 3. If still unresolved, the dispute shall be submitted to non-binding mediation in Galveston County, Texas, before either Party may pursue judicial remedies. Mediation costs will be shared equally.
 4. The Parties agree that mediation is a condition precedent to filing any legal action relating to this Agreement.
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ARTICLE XIII – GENERAL PROVISIONS

1. **Non-Assignment.** No Party may assign this Agreement without prior written consent.
2. **No Third Party Beneficiaries.** Nothing express or implied in this Agreement is intended to confer, nor will anything herein confer, upon any person other than the Parties and the respective successors or assigns of the Parties, any rights, remedies, obligations, or liabilities whatsoever.
3. **Sovereign Immunity.** Nothing herein waives any Party's sovereign or governmental immunity.

4. Force Majeure. Neither Party shall be liable for delays or failures in performance caused by acts of God, natural disasters, cyber incidents, labor disputes, or other events beyond their reasonable control.
5. Entire Agreement. This document constitutes the full agreement.
6. Amendments and Addenda. Any modifications to this Agreement, including adjustments to cost allocations, shall be set forth in a written addendum approved and executed by Galveston County and the Hostee Agency. Such addenda shall be deemed incorporated into this Agreement upon full execution.
7. Venue and Governing Law. This Agreement shall be governed by and construed under the laws of the State of Texas, with venue proper in Galveston County, Texas.
8. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall remain in full force and effect, and the invalid provision shall be deemed modified to the minimum extent necessary to make it enforceable while preserving, to the fullest extent possible, the original intent of the Parties.
9. Survival. The Parties agree that the following obligations shall survive termination or expiration of this Agreement for any reason:
 - all duties relating to the handling, protection, retention, return, and destruction of Agency Data;
 - all confidentiality, cybersecurity, and CJIS/TLETS compliance obligations;
 - all audit-related duties, including cooperation with DPS, FBI, or Galveston County audits initiated prior to or arising from events occurring during the term of this Agreement;

NOTICE

All notices, requests, demands, and other communications required or permitted under this Agreement must be in writing and shall be deemed given only when delivered by one of the following methods:

1. **Personal delivery**, effective upon receipt;
2. **Certified mail, return receipt requested**, postage prepaid, effective on the date of delivery as shown on the return receipt;
3. **Nationally recognized overnight courier**, effective on the date the courier confirms delivery; or
4. **Email**, provided it is sent to the official email address designated below.

Notices shall be sent to the following addresses, or to such other address as a Party may designate in writing:

For Galveston County: Galveston County Judge 722 Moody Avenue (21st Street)
Galveston, Texas 77550 Email: chris.martinez@galvestoncountytexas.gov

With a copy to: Galveston County Enterprise Service Department 722 Moody Avenue
(21st Street), 6th Floor, Galveston, Texas 77550

For Hostee Agency: Rodger Rees, Port Director/CEO, 123 25st Street, Galveston, TX
77550 Email: rrees@portofgalveston.com

Notice is deemed effective only as provided above. Failure to update a Party's notice
address does not invalidate proper notice sent to the last address provided in writing.

ARTICLE XIV – DATA SHARING AGREEMENT WITH MOTOROLA

Each participating law enforcement agency shall execute and maintain a CJIS Security
Addendum and data sharing agreement with Motorola Solutions, Inc., as required by the
FBI and the Texas Department of Public Safety CJIS Security Policy.

Each Hostee Agency shall provide Galveston County with documentation of its
executed agreement within thirty (30) days of execution. This agreement shall govern
Motorola's role as a service provider with access to criminal justice information and
ensure compliance with CJIS requirements.

Failure by a Hostee Agency to maintain an active CJIS Security Addendum or data
sharing agreement with Motorola shall constitute a material breach of this Agreement
and may result in suspension or termination pursuant to Article XI.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement by their
duly authorized representatives as of the Effective Date.

GALVESTON COUNTY, TEXAS

By:

Name: _____

Title: _____

Date: _____

PORT OF GALVESTON, TEXAS

By: 

Name: Rodger Rees

Title: Port Director / CEO

Date: 05/11/2023

ADDENDUM A

LICENSE FEE SCHEDULE

TO THE INTERLOCAL COOPERATION AGREEMENT FOR PARTICIPATION IN THE GALVESTON COUNTY PUBLIC SAFETY CONSORTIUM

(MOTOROLA PREMIERONE CAD/RMS SYSTEM)

This Addendum A is entered into by and between Galveston County, Texas ("Host Agency") and the Port of Galveston, Texas ("Hostee Agency"), pursuant to Article IX and Article XIII of the Interlocal Cooperation Agreement for Participation in the Galveston County Public Safety Consortium – Motorola PremierOne CAD/RMS System (the "Agreement").

This Addendum is hereby incorporated into the Agreement and shall be effective upon execution by the Parties.

I. INITIAL YEAR LICENSE FEES (From Go-Live)

Effective upon go-live, the following cost structure shall apply:

| Description | Quantity | Unit Cost | Total Cost |
|--------------------|----------|-------------|--------------------|
| CAD Licenses | 2 | \$14,000.00 | \$28,000.00 |
| RMS Licenses | 42 | \$382.00 | \$16,044.00 |
| Mobile CAD | 40 | \$665.00 | \$26,600.00 |
| Administrative Fee | 10% | | \$7,064.40 |
| Total | | | \$77,708.40 |

Note: This total includes license fees and a ten percent (10%) administrative fee, in accordance with Article IX (Cost Allocation) of the Agreement.

II. ANNUAL MAINTENANCE FEES (Years Two Through Five)

Following go-live, the Hostee Agency shall pay the following recurring annual maintenance fees:

| Description | Quantity | Unit Cost | Total Cost |
|--------------------|----------|------------|--------------------|
| CAD Licenses | 2 | \$2,000.00 | \$4,000.00 |
| RMS Licenses | 42 | \$155.00 | \$6,510.00 |
| Mobile CAD | 40 | \$410.00 | \$16,400.00 |
| Administrative Fee | 10% | | \$2,691.00 |
| Total | | | \$29,601.00 |

Fees may change annually based on Motorola pricing or consortium cost changes; additionally, license counts are subject to audit.

Annual contributions are due in the first quarter of each fiscal year, as stated in Article IX of the Agreement.