

STATE OF TEXAS S
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COUNTY OF GRAYSON S

KNOW ALL MEN BY THESE PRESENTS:

INTERLOCAL AGREEMENT

THIS AGREEMENT, by and between Grayson County, Texas, hereinafter called “the County,” and the Grayson Central Appraisal District, a political subdivision of the state of Texas, hereinafter called, “the District,” each acting through its duly authorized officials, and both parties acting herein under the authority and pursuant to the terms of Chapter 791, TEX. GOV’T CODE, known as the “Interlocal Cooperation Act.”

WITNESSETH:

WHEREAS, the Grayson County Clerk (“County Clerk”) is the designated Custodian of Records of real property and vital records;

WHEREAS, the County Clerk shall begin storing its real property and vitals (birth, death and marriage license) data with a new vendor, Kofile Technologies, in May 2017, in which the data will be able to be accessed by the County Clerk from Cloud-based storage;

WHEREAS, the District utilizes in its duties some of the real property data that the County Clerk maintains and stores as part of the County Clerk’s constitutional duties;

WHEREAS, the District previously paid the County Clerk’s former vendor \$450.00 per month to have access to real property data to which the County Clerk has access;

WHEREAS, the District seeks to have access to the real property data that the County Clerk maintains and stores as part of the County Clerk’s constitutional duties, and the District is willing to pay to the County the sum of \$300.00 per month to have access to the real property data from the County Clerk’s Cloud-based storage;

NOW, THEREFORE, the parties, for the mutual consideration hereinafter stated, agree and understand as follows:

1. General Terms

- 1.1 ***Effective Date.*** The effective date of this agreement shall be on or about the 1st day of June, 2017.

- 1.2 ***Entire Agreement.*** This agreement constitutes the entire agreement between the County and the District, and supersedes any and all proposals, oral or written, and all other communications between the parties in relation to the subject matter of this agreement.
- 1.3 ***Term.*** This agreement shall remain in full force and effect unless and until modified, in writing, by mutual agreement of the parties, or until terminated by either party upon thirty (30) days' written notice to the other party.
- 1.4 ***Automatic Termination.*** This agreement may be terminated automatically (without notice) if the District fails to pay any fees set out in this agreement or allows any unauthorized person or entity to have access to the Index and Images (as defined below).
- 1.5 ***Liability.*** This agreement is not intended to extend the liabilities of the parties beyond that provided by law. Neither the County nor the District waives any immunity or defense that would otherwise be available to it against claims by third parties.
- 1.6 ***Type of Access.*** The District desires access to, and the County herein agrees to provide access to, the County Clerk Real Property Index and Images (hereafter, "Index and Images").
- 1.7 ***Ownership of Information.*** The District agrees the information to be accessed through this agreement consists of records of the Grayson County Clerk, and such records, including the format in which they are disclosed, are subject to the ultimate control of the Grayson County Clerk.
- 1.8 ***Fee for Access.*** The District shall pay to the County the sum of \$300.00 per month, due on the 1st day of each month, in exchange for the right to access the Index and Images. The County reserves the right to change the fees set forth herein, with thirty (30) days' notice to the District. If the District does not wish to pay the new fee, the District's sole remedy is to terminate the agreement in the manner provided above.
- 1.9 ***Release from Liability.*** The District agrees that neither the County nor the County Clerk shall be liable or responsible for any damage, injury or inconvenience to the District or the District's clients, employees or agents as a result of the District's access to the County Clerk's Index and Images. The District agrees to indemnify and to hold the County and the County Clerk

harmless from all damages, including attorney's fees, occurring as a result of the use of the County Clerk's Index and Images.

- 1.10 ***Authorized Use.*** The District acknowledges that the County and the County Clerk employ a security system that is intended to prevent unauthorized persons from accessing the Index and Images and to prevent unauthorized persons from making use of the computer resources of the County and of the County Clerk, or from gaining access to certain data that is stored on or accessible from the County's computer(s), including but not limited to the data defined herein as the Index and Images. The District also agrees that it will not allow any unauthorized person(s) or entity to access or utilize the Index and Images or other computer resources that belong to the County or to the County Clerk, and that only the District's authorized employees or agents will be allowed to access the Index and Images for official business related to the District. Further, the District is not authorized to release copies, including digital copies, to an individual and/or customer.
- 1.11 ***Confidential Information.*** The parties agree that the County and the County Clerk have designated information necessary to access the Real Property Index and Images, including any Login information and any password(s), as being proprietary and confidential information that belongs solely to the County, and such information cannot be used by the District except in a manner consistent with the rights conferred by this agreement. The District agrees: (1) not to access the Index and Images without proper authorization from the County or the County Clerk; (2) not to disclose Login-ID password(s) or other details of the security plan to any person other than the District's authorized employees or agents without the express consent of the County or the County Clerk; (3) not to alter, damage or destroy any data stored on the County's computer system; and (4) not to attempt to gain nor to gain access to information that the County or the County Clerk deems confidential in nature.
- 1.12 ***Compliance with Law.*** The District agrees to abide by all federal and state laws that relate to the use of the County's computer(s) and the data stored therein or accessible from said computer(s), including the data defined herein as the Index and Images.
- 1.13 ***Reliability of Information.*** The District acknowledges and agrees that neither the County nor the County Clerk expressly or impliedly warrants that the information or data accessed by the District is accurate or correct. The District releases the County and the County Clerk from any and all liability and/or damages resulting

from incorrect data or any other misinformation accessed from the computer(s) and/or from the Index and Images.

- 1.14 ***Inability to Access Information.*** The District agrees that neither the County nor the County Clerk shall be liable for the District's failure to access the Index and Images, and the District's sole and exclusive remedy for such failure to access the Index and Images shall be to terminate this agreement.
- 1.15 ***Right to Modify.*** The County and the County Clerk reserve the right to add, modify or delete information or to modify the format of information available to the District as a result of this agreement.
- 1.16 ***Assignment.*** Neither party shall assign or subcontract this agreement, or any portions hereof, without the prior written consent of the other party, which shall not be withheld unreasonably.
- 1.17 ***Applicable Law.*** This agreement shall be governed by the laws of the State of Texas, and the parties agree that the place of performance of all obligations of this agreement is Grayson County, Texas, and venue to resolve any dispute, including any lawsuit, shall be maintained solely in Grayson County, Texas.
- 1.18 ***Notices.*** Any notice and/or bills or invoices under this agreement shall be in writing and shall be sent to the address of the party as follows:
- County Clerk: Grayson County Clerk
100 W. Houston St., Suite 17
Sherman, Texas 75090
- District: Grayson Central Appraisal District
512 N. Travis St.
Sherman, Texas 75090
- 1.19 ***Severability.*** The invalidity or unenforceability of any one or more phrases, sentences, clauses, paragraphs, or sections contained in this agreement shall not affect the validity or enforceability of the remaining portions of this agreement.
- 1.20 ***Authority of Parties.*** The County and the District, as well as the individuals signing on their behalf, agree that those individuals whose signatures appear below have full authority to sign on behalf of and bind Grayson County, Texas

and the Grayson County Clerk, and the Grayson Appraisal District to all terms of this agreement.

GRAYSON COUNTY, TEXAS

By: _____

William L. Magers

Its: Grayson County Judge

100 W. Houston St., Suite 15

Sherman, Texas 75090

Date: _____, 2017

GRAYSON CENTRAL APPRAISAL DISTRICT

By: _____

Shawn Coker

Its: Chief Appraiser/Chief Administrator

512 N. Travis

Sherman, Texas 75090

Date: _____, 2017

ATTEST:

Wilma Blackshear Bush

GRAYSON COUNTY CLERK

Date: _____, 2017