

STATE OF TEXAS

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STRATEGIC POLICING,  
ENFORCEMENT,  
ANALYSIS, AND  
REPORTING SYSTEM

COUNTY OF BEXAR

This **STRATEGIC POLICING, ENFORCEMENT, ANALYSIS, AND REPORTING SYSTEM REGIONAL RECORDS MANAGEMENT SYSTEM ( RRMS ) COOPERATIVE AGREEMENT** (“Agreement”) is entered into by and between the **COUNTY OF BEXAR**, a political subdivision of the State of Texas (“COUNTY”), and the **CITY OF SCHERTZ POLICE DEPARTMENT** (“AGENCY”). The COUNTY and the AGENCY shall be referred to singularly as the “Party” and collectively as the “Parties.”

**RECITALS**

WHEREAS, the Parties have developed a mission to partner with area law enforcement agencies in standardizing crime reporting by creating seamless, consolidated law enforcement records and a data sharing system through which the law enforcement agencies will be working together in a spirit of cooperation, trust, dedication, honesty, commitment, and accountability; and

WHEREAS, the Parties recognize the value in pooling their resources to create a uniform and seamless system which will greatly assist all participating agencies and the general public through improved data collection and data sharing; and

WHEREAS, COUNTY has contracted with a RRMS manufacturer to purchase, license and install all necessary software to implement such a consolidated law enforcement records management system; and

WHEREAS, the RRMS manufacturer offers participating agencies a data collection and sharing system that can meet the collective and individual needs of each participating law enforcement agency; and

WHEREAS, this Agreement and all attachments incorporated by reference herein set forth the scope of the Parties’ responsibilities as well as the benefits AGENCY will receive by participation in the RRMS.

THEREFORE, COUNTY and AGENCY agree to the following:

**DEFINITIONS**

Terms used in this Agreement—that are not otherwise fully defined in the Agreement—have the following meanings:

- a. **SPEARS**: A multi-jurisdictional electronic law enforcement records management system hosted by COUNTY with an intended purpose of providing a platform for entering, storing, and sharing law enforcement incident information regionally.

- b. Bexar County Network: COUNTY's hardware and software components and computers interconnected by secure communication paths that allow sharing of resources and information.
- c. Computer Aided Dispatch System (CAD): Highly specialized telecommunications and geographic technology that supports public safety emergency response operations.
- d. Data: Any record produced by COUNTY, AGENCY, or Member Agency which is converted, digitally created, collected, and/or stored on the RRMS.
- e. Data Entry Standards: RRMS user guide and help documents provided by COUNTY describing data entry standards and procedures for the RRMS.
- f. Level of Authority: Level of access that a user within AGENCY or a Member Agency has to RRMS data.
- g. Local Information System Coordinator (Local ISC): An AGENCY or Member Agency employee responsible for coordinating with the Project Manager for RRMS implementation, training, and on-going support.
- h. Microsoft Azure Government (MAG) Cloud: A complete cloud platform designed specifically for U.S. Federal, State, and Local Governments providing cost savings opportunities, rigorous security and compliance – including FedRAMP, HIPAA, and CJIS-capable features – and the flexibility to run in government, public, or private clouds with an integrated open platform from one provider.
- i. Member Agencies: Other law enforcement agencies entering a RRMS agreement with COUNTY.
- j. Project Manager: Person designated by COUNTY charged with planning and coordinating the implementation and ongoing support of the RRMS to be created under this Agreement.
- k. Regional Records Management System (RRMS): A collaborative system and related work processes for collecting, storing, and sharing public safety data, including law enforcement records, municipal and justice of the peace court operations, and CAD operations of the party to this Agreement and Member Agencies entering into RRMS agreements. All RRMS data will be stored, maintained, and backed up by COUNTY on redundant servers in the MAG cloud.
- l. Shared Technology Service (Shared Service): A technology service or function that is provided by one organization, COUNTY, for consumption by AGENCY and Member Agencies through the terms of this Agreement or other RRMS agreement.

**ARTICLE I**  
**PURPOSE**

SPEARS RRMS INTERLOCAL SERVICES AGREEMENT

- 1.01 The purpose of this Agreement is to form an Interlocal Agreement under § 791.011, *Texas Government Code*, to participate in a Regional Records Management System.
- 1.02 COUNTY will provide an infrastructure framework to AGENCY to access the Bexar County Network for purposes of accessing RRMS. COUNTY will allow access to the Bexar County Network using mobile data applications, through the use of secured web portals, and/or through some other acceptable means of secured connection.
- 1.03 RRMS will enhance regional public safety investigative and field operations by facilitating the sharing of law enforcement information in an effort to increase the effectiveness and efficiency of all users and, as a result, make our communities safer.
- 1.04 The Parties recognize that this Agreement will be a model for providing public safety and criminal justice Shared Services to additional law enforcement agencies in the region and, therefore, believe that it is critically important to establish a user fee model that is scalable for all local governments.

**ARTICLE II**  
**TERM AND AUTOMATIC RENEWAL**

- 2.01 The term of this Agreement shall commence on the date of approval of the governing body of the last signatory party to this Agreement and shall continue for a period of five years. This Agreement will automatically renew for three additional five-year terms subject to the termination and withdrawal provisions set out in this Agreement.
- 2.02 This Agreement shall terminate in the event sufficient funds are not appropriated by the Bexar County Commissioners Court to meet COUNTY's fiscal obligations herein, or if sufficient funds are not appropriated by AGENCY's governing body during any fiscal year. In such event, each Party agrees to give the other Party sixty (60) days written notice prior to such termination.

**ARTICLE III**  
**DESIGNATED REPRESENTATIVES**

- 3.01 No new or separate legal or administrative entity is created to administer the provisions of this agreement.
- 3.02 COUNTY hereby appoints the Project Manager to supervise the performance of this Agreement.
- 3.03 AGENCY hereby appoints the Schertz IT Director, or his designee, as its designated representative with regard to this Agreement. The Schertz IT Director, or his designee, shall be the primary point of contact for AGENCY.

**ARTICLE IV**  
**COUNTY S DUTIES AND RESPONSIBILITIES**

- 4.01 COUNTY will purchase, own, implement, and operate the Shared Service on the Bexar County Network including:
- a. HOST SERVER. COUNTY shall provide the production environment with adequate storage, processing capability, high server availability, and data integrity for the RRMS. COUNTY shall provide data redundancy. The production and the backup(s) being used to store data for the RRMS will be located in secure, separate geographical locations.
  - b. CLIENT SOFTWARE. COUNTY shall provide the latest stable version of the RRMS client software either as an installer package for local installation by AGENCY or through the MAG Remote Desktop Web Portal for an AGENCY workstation capable of and requiring access to RRMS.
  - c. COMMUNICATIONS LINK. COUNTY shall provide their end point of presence for a communications link that provides adequate bandwidth, security, and reliability to be used as the primary link between the Parties.
- 4.02 PROJECT MANAGEMENT. COUNTY Project Manager shall coordinate with AGENCY Local ISC to manage the project, as well as provide actual services for all aspects of implementing the RRMS with AGENCY. This includes installation, implementation, start-up, training, and coordinating with the RRMS manufacturer, outside vendors, or subcontractors hired by COUNTY for purposes of creating and running AGENCY's domain on the Shared Service. COUNTY will not migrate or convert existing data for use in the RRMS. Further, it is expected that the Project Manager for AGENCY will be given administrative access rights to AGENCY's domain on the Shared Service.
- 4.03 MAINTENANCE AND SUPPORT. COUNTY will provide the following maintenance and support of the Shared Service:
- a. MAINTENANCE. COUNTY shall:
    - i. maintain all computer infrastructure under COUNTY's control associated with the RRMS, including performing routine maintenance procedures as needed.
    - ii. perform back-ups of all RRMS data not less frequently than one time per day.
    - iii. maintain all software licenses, maintenance contracts, and support contracts associated with the RRMS.
  - b. TECHNICAL SUPPORT TO AGENCY. COUNTY agrees to provide basic technical support to AGENCY related to connectivity and the RRMS software. COUNTY will provide support and respond to all problems as soon as is practicable, if the problems are properly reported according to these procedures:
    - i. SUPPORT PROCEDURES:
      1. Level 1 Support – all issues related to RRMS shall first be reported to the Local ISC at AGENCY, who shall resolve problems with all local hardware, software and network issues or utilize AGENCY's

own support services for local hardware or software problems unrelated to the RRMS.

2. Level 2 Support – if the Local ISC cannot resolve a technical issue related to RRMS, the problem may be reported to COUNTY.

4.04 TRAINING.

- a. COUNTY will provide an online RRMS training repository for AGENCY's use in training its own personnel. COUNTY will also provide initial RRMS training in a form and manner agreed upon by COUNTY and AGENCY. COUNTY will actively participate in helping AGENCY identify data quality issues and provide recommendations for resolution of those problems if they arise.
- b. COUNTY will train the Local ISC to identify and respond to connectivity and RMS application support issues, and to properly use the support levels described in the section above. Additional support procedures and details such as phone numbers shall be provided to each agency by the Project Manager at the appropriate stage of implementation.

4.05 COUNTY shall fulfill its Texas Crime Information Center/National Crime Information Center (TCIC/NCIC) responsibilities pursuant to the Terminal Agency Agreement and the Non-Satellite Based Computing Device Agreement executed between AGENCY and COUNTY. For Texas Department of Public Safety and CJIS Security reasons, the Bexar County Sheriff's Office (BCSO) will be designated as the hosting agency.

4.06 COUNTY makes no representation as to the availability of the Shared Service system through the Bexar County Network. The Bexar County Network or Shared Service system may not be operative at all times due to technical issues, routine maintenance, power outages, implementation of components, etc. In addition, COUNTY makes no representation as to the accuracy of the data accessed through the Shared Service or the omission of data from the Network. COUNTY shall not be liable to AGENCY for any claims, damages, or attorney's fees arising from either the inability of AGENCY to access the Shared Service through the Bexar County Network or AGENCY's reliance on inaccurate or omitted data on the Bexar County Network.

4.07 COUNTY may, at its discretion, choose to implement this Agreement with the assistance of outside vendors or contractors using the required bidding and contracting methods required by law or policy of the State of Texas and the County of Bexar. COUNTY shall arrange for products and services from the vendor below, or other vendors who in COUNTY's opinion provide equivalent services, and fulfill its obligations under this paragraph using whatever lawful means it deems necessary and suitable. The Parties acknowledge that COUNTY cannot guarantee the participation of the vendor and by listing it herein, the Parties do not intend to bind the vendor as a third party to the Agreement:

- a. Niche Systems, Inc. owns, licenses, and distributes the records management software.

**ARTICLE V**  
**AGENCY S DUTIES AND RESPONSIBILITIES**

SPEARS RRMS INTERLOCAL SERVICES AGREEMENT

- 5.01 **HARDWARE.** AGENCY shall acquire and administer all end-user equipment, hardware, supporting software, and support services for networking with the Shared Service, required by the application. Prior to the execution of this Agreement by the Parties, AGENCY must identify and COUNTY must approve, as satisfactory, the hardware, supporting software, equipment, and operating system AGENCY will be utilizing in order to participate in the Shared Service.
- 5.02 AGENCY shall comply with the Terms of Use of Bexar County Information and Electronic Systems contained in Exhibit A.
- 5.03 **COMMUNICATIONS LINK.** AGENCY shall provide their end point of presence for a communications link that provides adequate bandwidth, security, and reliability to be used as the primary link between the Parties.
- 5.04 **LOCAL INFORMATION SYSTEMS COORDINATOR (ISC).** AGENCY shall designate a primary and secondary ISC and notify the Project Manager within thirty (30) days of signing this Agreement. Notice shall include name, title or rank if appropriate, phone, email address, and normal work hours.
- 5.05 **BUSINESS PROCESS COORDINATOR.** AGENCY shall designate a single point of contact (can be Local ISC) that will act as the direct AGENCY contact for ongoing business related issues and questions.
- 5.06 **MAINTENANCE.** Maintenance of all end-user hardware, supporting software, and equipment is the responsibility of AGENCY.
- 5.07 **TECHNICAL SUPPORT.** AGENCY shall make the appropriate staff available after being notified by the Project Manager of the dates scheduled for any task or function that must be provided on-site at AGENCY to implement RRMS. AGENCY shall handle technical problems at the local level including local connectivity issues, report unresolved problems according to Article IV above, and follow all instructions given by the technical support service provider. All support, maintenance, and change requests shall be prioritized within COUNTY and acted upon based on their priority level. Should AGENCY feel the priority for a specific project be changed, that request should be routed through the Project Manager.
- 5.08 **DATA ENTRY.** AGENCY shall ensure that all data entered onto the RMS shall adhere to the provided Data Entry Standards.
- 5.09 **SECURITY BREACHES.** AGENCY shall promptly report any suspected security breaches on the AGENCY network and the Bexar County Cyber Emergency Response Team via email at [BCERT@bexar.org](mailto:BCERT@bexar.org) or via phone at (210) 335-0100.
- 5.10 **USER ACCESS.** COUNTY shall create a “security profile” for each user, including the appropriate Level of Authority for access to the RRMS. The Level of Authority for each user shall be determined by the head of AGENCY and COUNTY. AGENCY shall provide written notification to the RRMS Administrator, or designee, as soon as possible, but not

later than 48 hours of a user no longer requiring access to RRMS. In addition, AGENCY will provide to COUNTY a quarterly list of all current users.

- 5.11 USAGE. AGENCY shall ensure that all users from AGENCY use RRMS for valid law enforcement and public safety purposes only. AGENCY shall adhere to all communications protocols developed by COUNTY. AGENCY shall ensure that all law enforcement personnel who will access criminal justice information comply with Texas Law Enforcement Telecommunications System (TLETS), TCIC, and NCIC certification guidelines.
- 5.12 RELEASE OF RRMS DATA. COUNTY and AGENCY shall handle requests for release of records in accordance with Article IX below and as required by law.

## **ARTICLE VI**

### **COSTS**

- 6.01 INITIAL LICENSE AND SOFTWARE SETUP COSTS. Initial license costs and initial software setup costs are contained in Exhibit B.
- 6.02 MAINTENANCE AND SUPPORT COSTS. Required maintenance and support costs are contained in Exhibit B. AGENCY shall pay COUNTY an annual amount for support, maintenance, and Microsoft Azure Government (MAG) cloud subscription costs.
- 6.03 MODIFICATION COSTS. If AGENCY desires to modify a component and the modification is not needed for the Shared Service to operate, nor is the modification one that will be used system-wide, AGENCY will pay in full for the modification including all equipment, hardware, software and professional services. An estimate on the total cost of the modification shall be given in writing to AGENCY prior to the commencement of work. The total costs for said changes will be the actual costs to COUNTY for both employee labor at the employee's labor rate, as well as any outside costs incurred directly for the modification. Should the cost to COUNTY change, such change shall be forwarded to AGENCY within thirty (30) days. No modification shall be made to an application licensed to COUNTY by a vendor if modification is prohibited under the software license agreement between those parties.
- 6.04 MISCELLANEOUS COSTS.
- a. If the operation of the RRMS requires the purchase of additional hardware, or upgrades to support the Shared Service, AGENCY will be included in discussions about the need for such and given adequate notice to prepare. Costs will be paid by AGENCY.
  - b. In the event of additional costs being incurred by COUNTY in reference to licensing held by AGENCY, the cost shall be passed on at their original billed values.
- 6.05 BILLING PROCEDURES. The billing procedures shall be as follows:
- a. COST SCHEDULE
    - 1. AGENCY agrees to provide COUNTY with an accurate count of full-time sworn officers and part-time sworn officers on an ongoing basis.

2. COUNTY will notify AGENCY no later than June 1<sup>st</sup> of any projected adjustment to its costs.
  3. If any portion of the projected adjustment is disputed, AGENCY will notify COUNTY in writing of the disputed amounts within ten (10) business days after receipt of the projected adjustment. Failure to provide the foregoing notice will result in the presumption that the projected adjustment is correct.
- b. INVOICE AND PAYMENT. COUNTY shall invoice AGENCY no later than November 30 for the period beginning October 1 of that same year through September 31 of the next year.
- 6.06 AGENCY must make the payments for the services it receives under this Agreement from current revenues available to AGENCY.
- 6.07 OUTSIDE FUNDING. If either COUNTY or AGENCY utilizes Federal funds, grant funds, or bond funds to meet a portion of its financial commitment under this Agreement, the Parties agree to conduct all procurements, maintain all records, and otherwise conduct their activities in furtherance of this Agreement so as to comply with all applicable statutes, regulations, policies, and grant contract provisions necessary to qualify the Shared Services expenditures contemplated herein for Federal and/or grant program reimbursement and to avoid arbitrage penalties. Grant funding must include the cost of reporting compliance, or AGENCY shall reimburse the cost of reporting compliance to COUNTY. The party receiving Federal funds, grants funds, or bond funds will be required to advise the other party of any unusual statutes, regulations, or policies that must be followed in order to avoid a violation of the funding provisions. Further, the Parties agree to cooperate with each other in the application for, and administration of, Federal funds, grant funds, or bond funds in order to maximize funding participation in the operation and maintenance of the Shared Service. If a Party plans to utilize Federal funds, grant funds, or bond funds to meet a portion of its annual financial commitment, the Party receiving the funds shall notify the other Party of the term during which the funds will be obligated to the Shared Service.

## **ARTICLE VII**

### **DEFAULT AND REMEDIES**

- 7.01 If AGENCY fails to pay COUNTY issued invoices as provided for in this Agreement or fails in the performance of any other of its obligations under this Agreement, COUNTY may, at its sole option, provide written notice of the default and allow AGENCY thirty (30) days to cure the default. If AGENCY cures the default within the thirty (30) day period, this Agreement shall remain in full force and effect. If AGENCY fails to cure the default within such thirty (30) day period, or advises COUNTY that it elects not to cure the default, COUNTY may elect to terminate this Agreement and shall give AGENCY written notice of the date of termination and AGENCY's access to the Shared Service. The remedies contained in this paragraph shall be cumulative of, and in addition to, all other rights and remedies that are available to COUNTY under this Agreement, by operation of law, or otherwise.
- 7.02 If COUNTY fails in its performance of its obligations under this Agreement, AGENCY may, at its option, provide written notice of the default and allow COUNTY thirty (30) days to cure the default. If COUNTY cures the default within such thirty (30) day period, this

Agreement shall remain in full force and effect. If COUNTY fails to cure the default or breach within such thirty (30) day period, or advises AGENCY that it elects not to cure the default, AGENCY may elect to terminate this Agreement and shall give COUNTY written notice of the date of termination. AGENCY may pursue all rights and remedies available to AGENCY under this Agreement, by operation of law, or otherwise.

- 7.03 Upon termination of this Agreement under Article VII, neither party will have further obligations to the other except for: (1) payment of any outstanding invoices at the time of termination; (2) any liability for breach of this Agreement occurring prior to termination; and (3) performing an obligation under this Agreement created by a provision which expressly survives termination of the Agreement.
- 7.04 No failure to exercise, and no delay in exercising, any right, power, or remedy hereunder by either party shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power, or remedy preclude any other or further exercise thereof or the exercise of any other right, power, or remedy. No express waiver shall affect any event or default other than the event or default specified in the waiver, and any such waiver, to be effective, must be in writing and shall be operative only for the time and to the extent expressly provided by the party making the waiver. A waiver of any term or condition contained herein shall not be construed as a waiver of any subsequent breach of the same term or condition.

#### **ARTICLE VIII**

#### **WITHDRAWAL OF PARTICIPATION IN SHARED SERVICE BY AGENCY OR TERMINATION OF SHARED SERVICE BY BEXAR COUNTY**

- 8.01 AGENCY may withdraw its participation in the Agreement and the Shared Service during any year by providing written notice to COUNTY not later than ninety (90) days prior to September 30th of the current year. AGENCY's withdrawal shall become effective on September 30th of that year.
1. If AGENCY withdraws its participation in the Shared Service, all rights it may have to utilize the Shared Service will terminate on September 30th of the current year. In addition, AGENCY shall forfeit all access to COUNTY'S and the Member Agencies' Data on the Shared Service.
  2. Costs shall not be refunded to AGENCY if AGENCY withdraws prior to the end of the fiscal year.
  3. If AGENCY requests a complete extraction of Data owned by AGENCY, upon termination, AGENCY will be required to pay all costs associated with the extraction.
- 8.02 COUNTY may elect, at its sole discretion, to terminate its provision of the Shared Service, and such termination shall not constitute a breach of this Agreement. Unless there are circumstances which make an earlier termination advisable for COUNTY, COUNTY shall give AGENCY written notice of the termination a minimum of one hundred eighty (180) days prior to September 30th of the current year.

#### **ARTICLE IX**

**OWNERSHIP OF DATA AND PUBLIC INFORMATION ACT REQUESTS**

- 9.01 Because the Data contained in RRMS is of a highly sensitive nature, protected by laws, regulations, and policies from many forms of disclosure, and owned by each contributing Member Agency, access to and use of RRMS and the Data therein carries with it a significant burden of responsibility for each user and user agency.
- 9.02 Data contributed to the RRMS is exposed to and viewable by the Parties and Member Agencies unless the owner takes the steps necessary to hide the Data through the setting of access control lists. Parties and Member Agencies understand that their Data is intended to be shared and that the sharing of that Data is fundamental to the purposes of a regional record management system and is the basis for the system's power as a tool to make our communities safer and more secure.
- 9.03 Since RRMS involves the shared storage of Data and the shared access to Data of AGENCY, it is agreed that Data remains the property of COUNTY, AGENCY, or Member Agency that created or granted access to the Data. AGENCY further acknowledges and agrees that the Data available through the Shared Service shall be used solely for valid law enforcement purposes, and shall not be disclosed, sold, assigned, leased or otherwise provided to third parties.
- 9.04 Each Party is responsible for responding to Public Information Act requests under Chapter 552, *Texas Government Code*, relating to Data owned by each Party which is contained in RRMS. If a request is made to AGENCY for access or release of Data of COUNTY or Member Agency, AGENCY shall direct the requestor to COUNTY or the Member Agency that created or granted access to that Data.

**ARTICLE X**  
**LIMITATION AND LIABILITIES**

- 10.01 COUNTY shall not be liable for any claims, damages, or attorney's fees arising from negligent or wrongful acts of employees of AGENCY. In no event shall COUNTY be liable to AGENCY for incidental, consequential, indirect, or punitive damages arising from any act or inaction by COUNTY or its employees.
- 10.02 It is expressly understood and agreed that in the execution of this Agreement, neither Party waives, nor shall be deemed to have waived, any immunity or defense otherwise available to it against any claims arising out of the exercise of governmental powers and functions.
- 10.03 Nothing in this Agreement, express or implied, is intended to confer upon any person or entity, other than the Parties hereto, any benefits, rights, or remedies under or by reason of this Agreement.

**ARTICLE XI**  
**NOTICES**

- 11.01 All notices provided to be given under this Agreement shall be in writing and shall either be personally served against a written receipt therefore or given by certified mail or

SPEARS RRMS INTERLOCAL SERVICES AGREEMENT

registered mail, return receipt requested, postage prepaid and addressed to the proper Party at the address which appears below, or at such other address as the Parties may hereafter designate. All notices given by mail shall be deemed to have been given at the time of deposit in the United States mail and shall be effective from such date.

If to AGENCY: City Manager  
City of Schertz  
1400 Schertz Parkway  
Schertz, TX 78154

With a copy to: City IT Director  
City of Schertz  
1400 Schertz Parkway  
Schertz, TX 78154

Chief of Police  
City of Schertz Police Department  
1400 Schertz Parkway  
Schertz, TX 78154

If to Bexar County: Bexar County Judge  
Bexar County Commissioners Court  
Paul Elizondo Tower  
101W. Nueva St., Suite 1000  
San Antonio, Texas 78205

With copies to: Chief Information Officer  
Bexar County Information Technology Department  
203 W. Nueva, Suite 200  
San Antonio, Texas 78207

Bexar County Sheriff's Office  
200 North Comal  
San Antonio, Texas 78207

**ARTICLE XII**  
**DELEGATION AND ASSIGNMENT**

12.01 Neither Party may delegate the performance of any contractual obligation to a third party, unless mutually agreed in writing. A Party to this Agreement may not assign its rights, privileges and obligations under this Agreement in whole, or in part, without the prior written consent of the other party. Any attempt to assign without such approval shall be void.

**ARTICLE XIII**  
**AMENDMENT**

- 13.01 No amendment, modification or alteration of the terms hereof shall be binding unless the same be in writing, dated subsequent to the date of commencement of this Agreement, and be duly approved by the governing bodies of the Parties.

**ARTICLE XIV**  
**TEXAS LAW TO APPLY**

- 14.01 This Agreement shall be construed under and in accordance with the laws of the State of Texas and all obligations of the Parties created hereunder are performable in Bexar County, Texas.

**ARTICLE XV**  
**SEVERABILITY**

- 15.01 In case 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 invalid, illegal, or unenforceable provisions shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

**ARTICLE XVI**  
**COMPLIANCE WITH LAWS AND ORDINANCES**

- 16.01 The Parties shall comply with all federal, state, and local laws and ordinances in connection with the work and services performed under this Agreement.

**ARTICLE XVII**  
**FORCE MAJEURE**

- 17.01 A Party to this Agreement shall not be responsible for delays or lack of performance by the Party, or its officials, agents or employees which result from acts beyond that Party's reasonable control including acts of God, strikes or other labor disturbances, or delays by federal or state officials in issuing necessary regulatory approvals and/or licenses or acts or failures to act by other entities. In the event of any delay or failure excused by this section, the time of delivery or of performance shall be extended for a reasonable time period to compensate for delay.

**ARTICLE XVIII**  
**ENTIRE AGREEMENT**

- 18.01 This Agreement, including the exhibits, constitutes the entire agreement of the Parties regarding the subject matter of this Agreement and supersedes all previous agreements and understandings, whether written or oral, relating to such subject matter.

**ARTICLE XIX**  
**AUTHORITY**

19.01 Each Party represents that it has the authority to enter into the Agreement and that all necessary procedures have been followed to secure authorization to enter into this Agreement from the party's respective governing body. Each person signing the Agreement represents and warrants that they have been duly authorized to do so.

**ARTICLE XX**  
**MULTIPLE COUNTERPARTS**

20.01 This Agreement may be executed in separate identical counterparts by the Parties hereto and each counterpart, when so executed and delivered, will constitute an original instrument, and all such separate identical counterparts will constitute but one and the same instrument.

EXECUTED IN DUPLICATE, EACH OF WHICH SHALL HAVE THE FULL FORCE AND EFFECT OF AN ORIGINAL, this the \_\_\_\_\_ day of \_\_\_\_\_, 2019.

**COUNTY OF BEXAR**

**AGENCY**

By: \_\_\_\_\_  
NELSON W. WOLFF  
Bexar County Judge

By: \_\_\_\_\_  
Mr. Michael Carpenter  
Mayor

APPROVED AS TO LEGAL FORM:

By: \_\_\_\_\_  
SUE JANA  
Assistant District Attorney - Civil Section

APPROVED AS TO FINANCIAL  
CONTENT:

\_\_\_\_\_  
SUSAN YEATTS  
Bexar County Auditor

\_\_\_\_\_  
DAVID SMITH  
Bexar County Manager

**EXHIBIT A**

Terms of Use of Bexar County Information and Electronic Systems

1. **Access Rights.** COUNTY grants to AGENCY a limited, nontransferable, nonexclusive, revocable (at COUNTY's discretion) right to access the COUNTY Systems electronically solely during the term of this Agreement and solely to the extent authorized in writing by COUNTY in support of work to be performed by AGENCY pursuant to the Agreement. Without limiting the foregoing, AGENCY hereby warrants that AGENCY and AGENCY personnel shall not (i) introduce any malware into COUNTY Systems (whether through a laptop computer or other access device or otherwise); (ii) use the COUNTY Systems for nonbusiness purposes including, without limitation, Unauthorized Use; and/or (iii) take actions calculated to disrupt COUNTY Systems.
2. **Privacy and Right to Monitor.** AGENCY and AGENCY personnel understand and consent as follows: AGENCY and AGENCY Personnel have no reasonable expectation of privacy in any communications or data, personal or otherwise, transiting or stored on COUNTY Systems; any communications or data transiting or stored on COUNTY Systems may be monitored, intercepted, recorded, and searched at any time and for any lawful purpose, and may be used or disclosed for any lawful purpose.
3. **Electronic Access Requirements.** AGENCY may request electronic access for AGENCY personnel on a "need to know" basis. When electronic access is provided to AGENCY, these Section 3 terms apply:
  - a. **Accounts & Access Controls:** Prior to obtaining electronic access, authorized AGENCY personnel will be required to obtain from COUNTY an electronic access account per individual, including access controls. COUNTY reserves the right, without notice and in its sole discretion, to terminate and/or block the access of any individual or entity to the COUNTY Systems. AGENCY acknowledges that the access controls are for specific individual use of AGENCY personnel only, are not transferable, and shall be maintained in confidence by AGENCY. AGENCY shall:
    - i. ensure that all AGENCY personnel review and agree to abide by the terms of the Agreement including this Terms of Use of Bexar County Electronic Systems Supplement, prior to being granted electronic access;
    - ii. assign a single focal (Local ISC) to initiate requests for electronic access for AGENCY personnel, coordinate security briefings, maintain records of AGENCY personnel granted electronic access, available for validation upon request of COUNTY, and coordinate with COUNTY regarding actual or potential security breaches;
    - iii. prevent the loss, disclosure, reverse engineering, sharing with unauthorized AGENCY personnel or compromise of access controls; and
    - iv. be responsible for the acts and omissions of all AGENCY personnel with respect to their electronic access;
    - v. immediately notify COUNTY if AGENCY believes that any access control has been compromised;
    - vi. review at least every three (3) months each AGENCY personnel's electronic access requirements;

- vii. promptly submit a written request to COUNTY upon the reassignment, resignation, or termination of any AGENCY personnel with electronic access, to terminate such electronic access; and
        - viii. Immediately submit a written notice of name and account to COUNTY for any AGENCY personnel who has electronic access to COUNTY Systems is terminated for cause by reason of misappropriation of COUNTY data, or unauthorized access to or use of COUNTY systems, or similar reason.
  - b. AGENCY System Protection: Prior to connecting to COUNTY's internal network, AGENCY shall take reasonable steps to protect the confidentiality, integrity and availability of COUNTY Systems and information by implementing and maintaining effective controls on all AGENCY equipment used to connect to COUNTY Systems including, without limitation:
    - i. Patched and current operating systems and applications – AGENCY shall subscribe to and apply the vendor's updates;
    - ii. Anti-malware – AGENCY devices shall have up-to-date anti-virus protection running with the latest signature files;
    - iii. Software Firewall – AGENCY shall use an up-to-date version of a software firewall configured to limit ports/protocols to only those necessary (such software firewalls are required even when a local hardware firewall or enterprise firewall is used);
    - iv. Access Controls – AGENCY shall use an account/password or token/PIN to access or unlock computing devices; and
    - v. Encryption - Whole disk or file/folder encryption shall be used to protect Materials that are being stored locally on AGENCY's mobile devices.
- 4. **AGENCY Security Controls.** AGENCY shall implement and maintain reasonable controls to prevent any Unauthorized Use, Security Breaches, or loss of Materials. Without limiting the foregoing, AGENCY shall:
  - a. have implemented for AGENCY Systems a policy that adopts Information Security Management principles in accordance with ISO/IEC 27001:2013 or NIST 800-53;
  - b. implement and maintain security controls no less comprehensive than either of the latest two versions of the CIS Controls for Effective Cyber Defense as found at <https://www.cisecurity.org/controls/>; and
  - c. provide AGENCY Personnel with current and relevant security education with respect to their obligations hereunder.
- 5. **Information Security Assessment.**
  - a. Within thirty (30) days of the effective date of the Agreement, AGENCY shall (i) contact Bexar County Information Technology Security at [cybersecurity@bexar.org](mailto:cybersecurity@bexar.org) to initiate an onboarding security assessment.
  - b. AGENCY grants COUNTY, and its authorized representatives, permission to view all books, reports, records, procedures, and information related to or about AGENCY Systems, at any time during the term of the Agreement and with reasonable advance notice, in order to assess AGENCY's compliance with this Exhibit, including AGENCY's implementation and maintenance of security controls no less comprehensive than the either of the latest two versions of the CIS Controls for Effective Cyber Defense as found at <https://www.cisecurity.org/controls/>.

- c. If (i) COUNTY determines in connection with any Assessment that a material vulnerability exists in AGENCY Facilities or AGENCY Systems or that AGENCY has otherwise failed to perform any of its obligations under this Exhibit; and (ii) COUNTY notifies AGENCY in writing of such vulnerability or AGENCY's breach of this Exhibit, then AGENCY shall promptly develop a corrective action plan. Any such corrective action plan shall be created in cooperation with COUNTY and is subject to COUNTY's written approval. AGENCY shall implement the corrective action plan at its sole expense.
6. **Prohibited Use.** AGENCY shall not, unless authorized in writing by COUNTY:
- a. export or save any Materials from the COUNTY Systems except in support of the work to be performed under this Agreement;
  - b. make any derivative uses of the COUNTY Systems or the Materials except in support of the work to be performed under this Agreement;
  - c. in any manner transfer any computing application or COUNTY Materials to an external system;
  - d. use any data mining, robots, or similar data gathering and extraction methods;
  - e. use any frame or framing techniques to enclose any Materials found on the COUNTY Systems;
  - f. through reverse engineering, decompiling, or disassembling any portion of the Access Controls, access or attempt to access any unauthorized Materials or restricted portions of the COUNTY Systems, or remove any restrictive markings;  
or
  - g. access the COUNTY Systems through any mechanism other than the authorized Access Controls.

SPEARS RRMS INTERLOCAL SERVICES AGREEMENT

**EXHIBIT B**

Costs

SERVICE DESCRIPTION	ONE-TIME COST(S)	RECURRING COST(S)	BILLING FREQUENCY	QUANTITY	ADJUSTED COST
Full Time Officer License	WAIVED	\$280.00	Annually	55	\$15,400.00
Part Time Officer License	WAIVED	\$140.00	Annually	0	\$0.00
Azure Hosting Fees – Per Officer License*	N/A	\$180.00	Annually	55	\$0.00
Azure Storage Fees**	N/A	Actual	Annually	TBD	\$0.00
Implementation Fees	N/A	\$48.00 / Hour	90 Days Post Go-Live	TBD	TBD
Maintenance/Support Fees	N/A	\$48.00 / Hour	Annually	TBD	TBD
TOTAL					\$15,400.00

\*Azure Hosting Fees will not begin until the FY20-21 Fiscal Year beginning October 1, 2020.

\*\*Azure Storage Fees will be based on actual consumption, and billed annually in arrears beginning October 1, 2020.