

**INTERLOCAL AGREEMENT BETWEEN
WILLIAMSON COUNTY, TEXAS AND
THE CITY OF AUSTIN, TEXAS
REGARDING THE REGIONAL INFORMATION SHARING FOR EMERGENCY
RESPONSE (RISER) PROJECT**

This Interlocal Agreement (“Agreement”) is made by and between Williamson County, Texas, a Political Subdivision of the State of Texas (the “County”) and the City of Austin, Texas, (the “City”), both acting by and through their duly authorized representatives.

WITNESSETH:

WHEREAS, the County and the City are authorized to enter into this Agreement pursuant to the provisions of the Interlocal Cooperation Act, Texas Government Code Section 791.00 et seq;

WHEREAS, the City and the County have a need to share public safety data in a secure manner including Computer-Aided Dispatch (“CAD”) data and other sensitive public safety data;

WHEREAS, other city, county, regional, or state government entities may desire to participate in sharing data on the connected computer networks, and may become participants after executing and submitting a data sharing agreement (see Exhibit A) per the terms of this Agreement (collectively called “Authorized Participants”);

WHEREAS, Authorized Participants (or divisions thereof) shall submit executed data sharing agreements (“DSA”) to the official registry of DSAs on or before the effective date of the DSA. The Authorized Participant (or division thereof) that maintains control and permissions of the data to be shared shall create and submit the DSA, and no DSA can legally bind another Authorized Participant or division thereof that is not subject to the DSA. Wherever possible, the DSA template (Exhibit A) should be used;

NOW, THEREFORE, the County and the City agree as follows:

I. OBLIGATIONS AND AGREEMENTS OF THE COUNTY

- A. The County shall not remove access by the City or another Authorized Participant unless such action is required to protect the security or integrity of the computer network.
- B. The County shall comply with all applicable government regulations and policies with regard to the data exchanged, transmitted or stored, including (but not limited to) the Health Insurance Portability and Accountability Act (HIPAA), Health Information Technology

for Economic and Clinical Health Act (HITECH), the Criminal Justice Information System (CJIS) security policy, and any applicable City of Austin Security policies.

- C. The County shall not be the custodian of record for data maintained by the City or other Authorized Participant and shall therefore direct public information requests to the City or other Authorized Participant.
- D. The County will provide a server, network connectivity, and firewall platform to provide data exchange between the CAD system at the City and other Authorized Participants. The County is responsible for the cost of implementing and maintaining the centralized hardware and software for the CAD data exchange.
- E. The County shall be responsible for firewalls and security of the County's computer network.
- F. The County will work with the City of Austin to set minimum technology standards to connect to the CAD software data exchange.
- G. The County will provide the necessary physical and virtual access to City of Austin employees and third party vendors providing services in support of the CAD data exchange.
- H. The County will maintain support and maintenance agreements for all software, hardware and support services required to support the centralized CAD data exchange.
- I. The County shall be responsible for any issues or costs associated with CAD data exchange that result from changes to the County's network configuration, County policies and procedures, or changes to the County's CAD system.
- J. The County will work with the City to develop a Service Level Agreement that includes roles, responsibilities, response times, recovery point objectives, and recovery time objectives.
- K. The County will not grant access to City CAD data without a data sharing agreement in place. See exhibit A.
- L. The County will create a registry of all data sharing agreements executed by Authorized Participants (or divisions thereof) stored in a database that will be accessible to all parties. This shall be considered the official registry of all agreements between Authorized Participants.

II. OBLIGATIONS AND AGREEMENTS OF THE CITY

- A. The City shall not remove access by the County or another Authorized Participant unless

such action is required to protect the security or integrity of the computer network.

- B. The City shall comply with all applicable government regulations and policies with regard to the data exchanged, transmitted or stored, including (but not limited to) the Health Insurance Portability and Accountability Act (HIPAA), Health Information Technology for Economic and Clinical Health Act (HITECH), and the Criminal Justice Information System (CJIS) security policy.
- C. The City shall not be the custodian of record for data maintained by the County or other Authorized Participant and shall therefore direct open records requests to the County or other Authorized Participant.
- D. The City will work with the County to set minimum technology standards to connect to the CAD software data exchange.
- E. The City shall follow the minimum set of technology standards to connect to the CAD software data exchange hosted by the County.
- F. The City shall provide the necessary network circuit(s) to accomplish the data transfer between the City and County.
- G. The City shall be responsible for firewalls and security of the City's computer network.
- H. The City will not charge the County or other Authorized Participants for operational or capital expenses associated with software licenses, networking and security equipment related to this Agreement.
- I. The City shall be responsible for any issues or costs associated with CAD data exchange that result from changes to the City's network configuration, City policies and procedures, or changes to the City's CAD system.
- J. The City will work with the County to develop a Service Level agreement that includes roles, responsibilities, response times, recovery point objectives, and recovery time objectives.

III. TERM AND TERMINATION

- A. Term. This Agreement shall be effective for one (1) year from and after the date of execution by all parties, and shall automatically be extended for successive one-year periods if not terminated pursuant to the terms hereof.
- B. Termination for Convenience. Either party may terminate this Agreement for convenience and without cause or further liability upon thirty (30) days written notice to the other party. Any Authorized Participant may terminate its data sharing agreement for convenience and without cause or further liability upon thirty (30) days written notice submitted to the

official registry.

IV. MISCELLANEOUS

- A. Severability. If any section, subsection, sentence, clause or phrase of this Agreement is for any reason held to be unconstitutional, void, or invalid, the validity of the remaining portions of the Agreement shall not be affected thereby. It is the intent of the parties signing this Agreement that no portion of it, or provision or regulations contained in it shall become inoperative or fail by reason of unconstitutionality or invalidity of any other section, subsection, sentence, clause, phrase, provision, or regulation of this Agreement.
- B. Law and Venue. This Agreement shall be interpreted, construed, and governed by the laws of the State of Texas. The obligations under this Agreement are performable in Williamson County, Texas. It is expressly understood that any lawsuit or litigation arising out of or relating to this Agreement shall be conducted in a Texas state or federal court with jurisdiction in and over Williamson County, Texas.
- C. Alteration, Amendment, or Modification. Except as otherwise set forth herein, this Agreement may not be altered, amended, or modified except in writing, approved by all parties hereto.
- D. Notice. Notices to either party shall be in writing, and may be either hand delivered or sent by certified or registered mail, postage paid, return receipt requested. If sent to the parties at the addresses designated herein, notice shall be deemed effective upon receipt in the case of hand delivery and three days after deposit in the U.S. Mail in case of mailing.

The address of City for hand delivery shall be:

City of Austin
Attn: IT Corporate Manager
5010 Old Manor Rd.
Austin, Texas 78723

The address of City for notice by mail shall be:

City of Austin
Attn: IT Corporate Manager
5010 Old Manor Rd.
Austin, Texas 78723

The address for the County for all notices hereunder shall be:

Bill Gravall
Williamson County Judge
710 Main Street, Suite 101

- F. Independent Relationship. Both parties hereto, in the performance of this Agreement, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.
- G. No Waiver of Immunities. Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to the parties hereto, their past or present officers, employees, or agents or employees, nor to create any legal rights or claim on behalf of any third party. Neither party waives, modifies, or alters to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.
- H. Compliance with Laws. The parties hereto shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations.
- I. Force Majeure. If the party obligated to perform is prevented from performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of said party, the other party shall grant such party relief from the performance of this Agreement. The burden of proof for the need of such relief shall rest upon the party obligated to perform. To obtain release based on force majeure, the party obligated to perform shall file a written request with the other party.
- J. No Third Party Beneficiaries. This Agreement is for the sole and exclusive benefit of the parties hereto, and nothing in this Agreement, express or implied, is intended to confer or shall be construed as conferring upon any other person any rights, remedies or any other type or types of benefits.
- K. Incorporation of Exhibits and Attachments. All of the Exhibits referred to in this Agreement are incorporated by reference as if set forth verbatim herein.
- L. Execution in Counterparts. This Agreement may be executed in counterparts, each of which, when executed and delivered, shall be deemed to be an original and all of which together shall constitute one and the same document.
- M. Entire Agreement. This Agreement, including Exhibit A (as mutually amended by the parties), constitutes the entire agreement between the parties hereto, and supersedes all their oral and written negotiations, agreements, and understandings of every kind. The parties hereto understand, agree, and declare that no promise, warranty, statement, or representation of any kind whatsoever, which is not expressly stated in this Agreement, has been made by any party hereto or its officer, employees, or other agents to induce execution of this Agreement.

WHEREFORE, premises considered, in this Interlocal Agreement is executed to be effective the date of the last party to sign.

ACCEPTED AND AGREED TO:

CITY OF AUSTIN, TEXAS

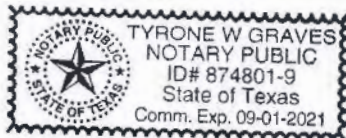
By: Elaine Hart
Elaine Hart, Deputy City Manager

APPROVED AS TO FORM:

By: [Signature]
Elaine Nicholson, Assistant City Attorney

THE STATE OF TEXAS §
 § ACKNOWLEDGMENT
COUNTY OF TRAVIS §

THIS INSTRUMENT was acknowledged before me on this 30th day of JANUARY, 2019, by Elaine Hart, a person known to be, in her capacity as Deputy City Manager of the City of Austin, a Texas home-rule city, on behalf of said city.



[Signature]
Notary Public, State of Texas

ACCEPTED AND AGREED TO:

WILLIAMSON COUNTY, TEXAS

By: _____
Bill Gravall, Williamson County Judge

APPROVED AS TO FORM:

By: _____
_____, General Counsel

THE STATE OF TEXAS §
 § ACKNOWLEDGMENT
COUNTY OF WILLIAMSON §

THIS INSTRUMENT was acknowledged before me on this _____ day of _____, 2019, _____, a person known to me, in his capacity as County Judge of Williamson County, on behalf of the County.

Notary Public, State of Texas

Exhibit A
Data Sharing Agreement

This Data Sharing Agreement (“DSA”) is entered into between Williamson County, Texas, a Political Subdivision of the State of Texas (the “County”), the City of Austin, Texas, (the “City”), and _____ (“Authorized Participant”). In consideration for accessing information in the data exchange, the Authorized Participant agrees to be subject to the terms of the INTERLOCAL AGREEMENT BETWEEN WILLIAMSON COUNTY, TEXAS AND THE CITY OF AUSTIN, TEXAS REGARDING THE REGIONAL INFORMATION SHARING FOR EMERGENCY RESPONSE (RISER) PROJECT (“Agreement”) and to share information as provided below.

Entity sharing data	
Division(s)/Department(s)	
Primary Contact	
Technical Contact	

Data to be shared:

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Technical changes needed (permissions/connections)

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Accessing data:

Entity accessing data	
Division(s)/Department(s)	
Specific User(s) (if applicable)	

Effective (Sharing Start) Date

End Date (if applicable)

Authorized Signature(s):

Organization

By:

Printed Name

Title

Signature

Date

Instructions:

This form is to be used by the entity that maintains the data that is being shared with another entity. This DSA cannot obligate or bind the entity accessing the data. Use one agreement form per entity accessing data.