

**AMENDED AND RESTATED
INTERLOCAL AGREEMENT
FOR THE
AUSTIN REGIONAL INTELLIGENCE CENTER (ARIC)**

This Amended and Restated Interlocal Agreement (the “Agreement”) is made and entered by and between the following parties:

City of Austin on behalf of its Police Department,
City of Austin on behalf of its Fire Department,
Austin Independent School District on behalf of its Police Department,
City of Georgetown on behalf of its Police Department,
Hays County through Hays County Sheriff’s Office,
City of Pflugerville on behalf of its Police Department,
City of Round Rock on behalf of its Police Department,
City of San Marcos on behalf of its Police Department,
Travis County through Travis County Sheriff’s Office,
University of Texas on behalf of its Police Department,
Williamson County through Williamson County Sheriff’s Office,
Austin Community College on behalf of its Police Department,
Texas State University on behalf of its Police Department,
City of Cedar Park on behalf of its Police Department,
Pflugerville Independent School District on behalf of its Police Department,
City of Kyle on behalf of its Police Department,
City of Buda on behalf of its Police Department,
City of Sunset Valley on behalf of its Police Department,
City of Manor on behalf of its Police Department,
City of Lakeway on behalf of its Police Department,
City of Westlake Hills on behalf of its Police Department,
City of Bee Cave on behalf of its Police Department,
Hutto Independent School District on behalf of its Police Department, and
City of Elgin on behalf of its Police Department

St. Edwards University on behalf of its Police Department
Concordia University on behalf of its Police Department

(Collectively referred to as the “Partner Agencies” or “Parties”).

RECITALS

HISTORY OF THE ARIC

1. The Austin Regional Intelligence Center (ARIC) is a collaborative effort of public safety agencies in the designated area of responsibility (ARIC Partner Agencies or Partner Agencies). ARIC Partner Agencies work together to provide resources, expertise, and information to the ARIC. The ARIC focuses on regional public safety data analysis. The mission of the ARIC is to maximize the ability to detect, prevent, apprehend, and respond to criminal and terrorist activity.
2. During the summer and fall of 2010, each of the ten original ARIC Partner Agencies’ governing bodies approved an Interlocal Cooperation Agreement (authorized under chapter 791 of the Government Code) that established and outlined the intent of the Partner Agencies to centralize efforts and co-locate (Original Agreement). Further, the Original Agreement established a framework for the organization of the ARIC. The Original Agreement set out a common understanding of the policies and procedures that the ARIC currently follows in providing criminal intelligence and coordination of law enforcement services to the citizens in the Austin-Round Rock metropolitan area.
3. The Original Agreement assigns the primary responsibility for the operation of the ARIC to the City of Austin through its Police Department (APD). Further, the Original Agreement assigns the City of Austin, hereafter known as The City, as the Fiscal Agent for grants provided in support of the ARIC, and requires that it

provide office space, equipment, and supplies in order to carry out the administrative operation of the ARIC.

4. During the fall and winter of 2012 and into 2013, the Partner Agencies entered into a second Interlocal Cooperation Agreement that created a mechanism to fund the technology and related systems necessary for the continued operations of the Center (Sustainment Funding Agreement).
5. In 2017, the Partner Agencies amended the Original Agreement and the Sustainment Funding Agreement to add additional Partner Agencies, and to authorize the City of Austin to enter into separate collateral agreements, to be known as Partner Equivalent Agency Agreements, as necessary, to allow certain non-governmental agencies, to be known as Partner Equivalent Agencies, to assume obligations and receive benefits equivalent to Partner Agencies. Each Partner Equivalent Agency Agreement must include the same terms of understanding contained in the Original Agreement and the Sustainment Funding Agreement in substantially the same format as the Original Agreement and the Sustainment Funding Agreement.
6. In 2022, the Partner Agencies amended the Original Agreement and Sustainment Funding Agreement to include additional Partner Agencies.
7. This Amended and Restated Interlocal Agreement merges the Original Agreement and Sustainment Funding Agreement and streamlines the administrative process of approving new partner agencies.

NOW, THEREFORE, the Parties amend and restate the Original Agreement and Sustainment Funding Agreement.

**AGREEMENT
PART ONE**

Governance and Management

I. AUTHORITY AND LIMITATIONS TO APPLICABILITY

Authority for entering into this Agreement is found in the Interlocal Cooperation Act, Texas Government Code Chapter 791. Additional authority is found in the Texas Constitution and laws of the State of Texas. This Agreement is not intended, and should not be construed, to create any right or benefit, substantive or procedural, enforceable at law or otherwise by any third party against the Parties, the United States, or the officers, employees, agents, or other associated personnel thereof.

II. PURPOSE

This Agreement establishes and outlines the intent of the Partner Agencies to centralize effort and co-locate. The intent of the ARIC is to be an all-crimes information analysis center that uses a collaborative approach to identify, prevent, disrupt and respond to criminal threats to the safety and security of the Austin-Round Rock metropolitan area.

Further, the Agreement establishes a framework for the organization of the ARIC and to address crime-related issues that are common to the Partner Agencies. The Agreement is to set out a common understanding of the policies and procedures that the ARIC will follow, in providing criminal intelligence and coordination of law enforcement service to the citizens in the Austin-Round Rock metropolitan area. Nothing in this Agreement should be construed to supersede previous agreements entered into between the Universities and the City or between the City and other agencies. The ARIC will not operate to the exclusion of any existing intelligence programs of the Universities, Partner Agencies, and other Partner Equivalent Agencies.

III. MISSION

The Mission of the ARIC is to provide a centralized, comprehensive, multiagency criminal information and intelligence sharing network to enhance the operational effectiveness and efficiency of the law enforcement agencies involved in order to better protect the public. The ARIC provides real-time actionable criminal intelligence by

utilizing technology to identify trends and patterns in criminal activity. The ARIC facilitates the collection, integration, evaluation, analysis and dissemination of criminal information and intelligence through established procedures for law enforcement and homeland security.

IV. GOVERNANCE AND OVERSIGHT

Primary responsibility for the operation of the ARIC is assigned to the Austin Police Department (APD). The Center's governance consists of an Executive Board, Operational Management Team, Center Director, and Privacy Officer, each described below.

- A. The Executive Board shall be comprised of the heads of the five major Law Enforcement entities in the Austin-Round Rock metropolitan area, or their designee(s), and chaired by the APD police chief or designee. The Executive Board shall meet as needed and as agreed upon by Board members. This Board shall:
 1. Resolve conflicts or disputes that might arise related to policy or mission;
 2. Establish protocol concerning the treatment of violations of this Agreement;
 3. Control the dissemination of any information produced by the ARIC including specific alerts and bulletins to agencies inside and outside the region;
 4. Resolve disputes between Partner Agencies and Partner Equivalent Agencies arising from the operation and activity of the ARIC;

5. Review and update the ARIC Privacy Policy annually based upon recommendations by the Privacy Policy Advisory Committee (described below), and changes in applicable law;
 6. Shall provide an annual report to Partner Agencies and Partner Equivalent Agencies on the status and efficacy of the Privacy Policy and ARIC based upon internal and external audits conducted and/or coordinated by the ARIC Operational Management Team (described below).
- B. The APD police chief or designee will appoint a Center Director, who will be responsible for the day to day operation of the Center. The Center Director will establish needed procedures, practices, and protocols and utilize advanced software and technology tools. The Center Director will also develop physical security measures to ensure information and intelligence are protected from unauthorized access, modification, theft or sabotage, whether internal or external, or disasters or intrusions by natural or human causes, and ensure that such information and intelligence is only accessed by authorized personnel with the appropriate access and need to know or right to know.
- C. The ARIC Operational Management Team (Management Team) will be responsible for: technology, use of ARIC information and intelligence databases, conducting and/or coordinating internal and external audits, and investigating misuse of the Center's data resources.
- D. The ARIC shall have a trained Privacy Officer who is appointed by the Center Director and who assists the Management Team in investigating violations of this policy. The Privacy Officer shall receive and investigate reports of alleged errors in information and intelligence, coordinate error resolution under the Center's redress policy, serve as the liaison for the

Information Sharing Environment, and coordinate with other fusion centers in the State of Texas. The Privacy Officer shall coordinate with the Center Director to ensure adherence to enforcement procedures, and that such procedures are adequate. The Privacy Officer shall also review all analytical products to ensure that they provide appropriate privacy, civil rights, and civil liberties protections prior to dissemination or sharing by the center. The Privacy Officer can be contacted through the public ARIC website.

V. COLLECTION LIMITATION

- A. The ARIC may only seek or retain information that was gathered in a fair and lawful manner, wherein the source is reliable, and the content is valid or limitations on confidence are identified and with the knowledge and consent of the individual, if appropriate, and falls into the following categories:
1. Is suspicious activity that has a potential terrorism or criminal nexus and constitutes a suspicious action report (SAR) or information sharing environment-suspicious action report (ISE-SAR) information under the Information Sharing Environment Functional Standard; or
 2. Is relevant to the investigation and prosecution of suspected criminal, including terrorist, activity, the justice system response, and the prevention of crime or is useful in crime analysis or in the administration of justice and public safety (including topical searches of open source information).
- B. Within the Criminal Intelligence System, the ARIC shall collect and retain information only where there is reasonable suspicion that a specific individual or organization has committed a criminal offense or is involved in or is planning criminal (including terrorism) conduct or activity that presents a threat to any individual, the community, or the nation and the information is relevant to the criminal (including terrorist) conduct or activity.

- C. This policy applies to information or intelligence that identifies any individual or organization as a criminal subject. The ARIC will not seek, collect or retain information about an individual or organization, and originating agencies will not submit such information, solely based on religious, political, or social views or activities; participation in a particular organization or event; or race, ethnicity, citizenship, place of origin, age, disability, gender, or sexual orientation. Further, these factors will not be considered as factors that create suspicion, except if used as part of a specific suspect description.
- D. Information obtained from or through the ARIC can only be used for lawful purposes. A lawful purpose means the request for data is directly linked to a law enforcement agency's active criminal investigation or is in response to confirmed information that requires intervention to prevent a criminal act or other threat to public safety. All information disseminated from the ARIC related to criminal activity that identifies a criminal subject must be relevant and useful in aiding an authorized and active criminal or background investigation.
- E. The ARIC incorporates the collection, assessment, retention/storage, security, and sharing of SAR and ISE-SAR information into existing processes and systems used to manage other crime related information to protect information and intelligence, as well as privacy and civil liberties. All constitutional protections and individual agency policies and procedures that apply to a law enforcement officer's authority (e.g. to stop, detain, identify, search and frisk) will be followed and upheld in the same measure when gathering SAR information, whether or not the observed behavior is related to criminal activity.

VI. COMPLIANCE WITH LAWS REGARDING PRIVACY, CIVIL RIGHTS, AND CIVIL LIBERTIES

A. Privacy Policy.

The information shared between the Parties will be handled in accordance with Austin Regional Intelligence Center Privacy Policy (Privacy Policy) and the “Criminal Intelligence Systems Operating Policies” 28 CFR Part 23, U.S. Executive Order 12291.

All personnel who are authorized users of the ARIC will comply with the ARIC Privacy Policy. The Privacy Policy shall apply to all information and intelligence the Center gathers or collects, receives, maintains, stores, accesses, discloses, or disseminates to Partner Agencies, Partner Equivalent Agencies (including federal Information Sharing Environment participating centers and agencies), and participating justice and public safety agencies, as well as to private entities, and the general public.

B. Privacy Policy Advisory Committee.

1. The Privacy Policy Advisory Committee (Committee) shall review the Privacy Policy annually to ensure safeguards and sanctions are in place to protect personal information and shall advise the Executive Board of the ARIC of its recommendations based upon the purpose and mission statements of the ARIC.
2. The Committee shall annually select from its membership a chair and any additional officers that the board finds appropriate. A person may not serve as the chair for more than two consecutive years. Upon selection of the chair and additional officers, the Committee shall agree upon the meeting schedule and other operational procedures.
3. The Committee shall include the following, as selected by the governing bodies or their designees:

- a. a community advocate, as selected by the City of Austin;
 - b. a licensed attorney, as selected by Hays County;
 - c. an information privacy advocate, as selected by the City of Round Rock;
 - d. a criminal justice expert, as selected by Travis County; and
 - e. a law enforcement expert, as selected by Williamson County.
4. The Committee shall provide an annual report to the Partner and Partner Equivalent Agencies that contains any proposed changes to the Privacy Policy along with the results of any discussion and review by the Executive Board regarding such changes.
 5. The Committee shall comply with the Texas Government Code, Chapter 551 (Open Meetings Act) to the extent not otherwise required by Chapter 551 or other state or federal law or rule.

VII. DUTIES AND PERFORMANCE BY THE CITY

The City serves as the Fiscal Agent for the grants provided in support of the ARIC. The City, as the Fiscal Agent, agrees to provide office space, equipment, and supplies to carry out the administrative operation of the ARIC. Sustainment funding for the ARIC will be the responsibility of the Partner Agencies and Partner Equivalent Agencies as described in Part Two of this Agreement, below. Additional equipment required by the Partner Agencies and Partner Equivalent Agencies will be the responsibility of the Partner Agencies and Partner Equivalent Agencies.

VIII. DUTIES AND PERFORMANCE OF ALL PARTNER AGENCIES AND PARTNER EQUIVALENT AGENCIES

- A. Specific control over an agency's resources and the continued dedication of these resources to the ARIC shall be retained by the Partner Agencies and

Partner Equivalent Agencies, which will be kept fully apprised of all analytical developments by its respective subordinates, as appropriate security clearances permit.

- B. Each Partner Agency and Partner Equivalent Agency will be subject to the personnel rules, regulations, laws and policies applicable to their respective agencies. All Partner Agencies and Partner Equivalent Agencies will abide by appropriate security agreements concerning the handling of classified and sensitive material.
- C. Partner Agencies and Partner Equivalent Agencies will adopt this Agreement and corresponding policies, and such Agreement and policies will have the same force and effect as the participating agencies' internal policies and procedures.
- D. Individual users of the ARIC's information and intelligence remain responsible for the lawful and appropriate use of the information and intelligence provided by the ARIC. Failure to abide by the restrictions and use limitations for ARIC data may result in the suspension or termination of individual user privileges, disciplinary sanctions imposed by the user's employing agency, or criminal prosecution. Each individual user, Partner Agency, and Partner Equivalent Agency participating in the ARIC is required to abide by the Privacy Policy in providing information and intelligence to the ARIC and in the access, use, security, and disclosure of information and intelligence obtained by and through the Center.
- E. Partner Agencies and Partner Equivalent Agencies will adopt and comply with internal policies and procedures requiring the agency, its personnel, contractors, and users to:

1. Have and enforce policies for discovering and responding to violations of agency policies and this Agreement, including taking appropriate action when violations are found;
 2. Make available to the public the agency's internal policies and procedures regarding privacy, civil rights, and civil liberties;
 3. Cooperate with periodic, random audits by representatives of the ARIC and/or other designated individuals; and
 4. Designate an individual within the participating agency to receive reports of alleged errors in the information that originated from the participating agency.
- F. If a Partner Agency or Partner Equivalent Agency fails to comply with either the provisions of this Agreement or internal policies, or fails to enforce provisions in its local policies and procedures regarding proper collection, use, retention, destruction, sharing, disclosure, or classification of information, as determined by the Executive Board, the Board may:
1. Suspend or discontinue the offending agency's access to the ARIC; or
 2. Offer to provide an independent review, evaluation, or technical assistance to establish compliance.

IX. PERSONNEL

A. Modification of Personnel.

A Partner Agency or Partner Equivalent Agency wishing to modify its personnel contribution to the ARIC shall give 60 days written notice to the Executive Board of such modification.

B. Personnel Rules and Discipline.

1. A complaint made against any Partner Agency or Partner Equivalent Agency individual assigned to the ARIC, while acting within the scope of their ARIC assignment, shall be reported to the Center Director. The Director will immediately report such complaint to the respective agency's direct supervisor of the individual. Such complaints shall be investigated immediately by the Director and reported to the Executive Board for review and possible removal from the ARIC.
2. An investigation of a complaint made against any personnel assigned to the ARIC outside the scope of their ARIC assignment will be the sole responsibility of the agency employing the individual. Disciplinary action, if any, is the responsibility of the employing agency. The Partner Agency or Partner Equivalent Agency shall immediately notify the Center Director of any disciplinary action taken to the extent possible by law or contract.
3. The Director reserves the right to remove any personnel from the ARIC during the course of an investigation into a complaint of personnel misconduct.
4. Each Partner Agency and Partner Equivalent Agency will be subject to the personnel rules, regulations, laws and policies applicable to their respective agencies. All Partner Agencies and Partner Equivalent agencies will abide by appropriate security agreements concerning the handling of classified and sensitive material.
5. Salaries and overtime of ARIC personnel will be paid by their respective agencies.

C. Training.

Each Partner Agency and Partner Equivalent Agency will require training for certain individuals as detailed in the Training Matrix adopted by the Executive Board.

X. DIRECTION OF ARIC AND RESOURCE CONTROL

Specific control over an agency's ARIC resources and the continued dedication of these resources to the ARIC shall be retained by the Partner and Partner Equivalent Agencies. The Partner Agencies and Partner Equivalent Agencies shall be kept fully apprised of all analytical developments by their respective ARIC-based subordinates, as appropriate security clearances permit. ARIC analysts will provide a requesting Partner Agency and Partner Equivalent Agency with link analysis, database searches and coordination of information between local, state, tribal, and federal agencies. The ARIC will also provide Intelligence support to partners using a tiered approach based on the severity of the crime or incident and its relative impact to the Austin-Round Rock metropolitan area.

XI. AUDITING

Consistent with this Agreement and the Privacy Policy, the ARIC Operational Management Team shall establish both internal and external audit functions. The external audit function process will be subject to review by the City of Austin Public Safety Commission. The Commission shall report on its review to the Austin City Council.

PART TWO
ARIC Funding

I. BUDGET

A. Proportional Cost Allocation.

The annual Operating Costs shall be shared based on the participation levels of each Partner Agency and Partner Equivalent Agency. Each Partner Agency or Partner Equivalent Agency shall identify the number of sworn personnel, with the exception of sworn personnel who identify as a County Jailer as defined in Texas Occupations Code Section 1701.001, who are in positions to use the services of the ARIC as described in this Agreement, as shown in Exhibit A (“Identified Positions”). The formula for the participation level for each Partner Agency and Partner Equivalent Agency is the approved Budget for Operating Costs divided by the total number of Identified Positions in all Partner and Partner Equivalent Agencies. This per Identified Position contribution is multiplied by the number of Identified Positions in a Partner Agency and Partner Equivalent Agency. The Partner Agencies and Partner Equivalent Agencies may modify the number of Identified Positions as needed each Fiscal Year. Each Partner Agency and Partner Equivalent Agency’s Annual Assessment includes amounts that may be held in reserve in anticipation of future hardware replacements. Costs that are incurred to benefit only one individual Partner Agency or Partner Equivalent Agency shall be paid only by the Partner Agency or Partner Equivalent Agency benefiting from such ARIC enhancements.

B. Annual Budget.

The Director of the ARIC shall prepare an annual budget on a Fiscal Year basis and submit this budget to the Operational Management Team. The Operational Management Team shall review and adjust the Budget, as needed, and then submit the Budget to the Executive Board. The Executive Board shall, no later than March 1st of each year, recommend that each Partner Agency and Partner Equivalent Agency approve the Budget and appropriate its Annual Assessment in its budget for its next fiscal year.

C. Budgeted Expenditures.

After the Budget has been approved and funded by the Partner and Partner Equivalent Agencies, the City is authorized to incur costs in accordance with the Budget. Any costs to be incurred in excess of the approved and funded Budget require additional budget approval and funding by all of the Partner and Partner Equivalent Agencies, or re-allocation of existing funds by the Executive Board.

D. Funding Transfers to City.

Once each Partner Agency and Partner Equivalent Agency appropriates its Annual Assessment in its annual budgetary process, the City shall provide timely and accurate invoices as described below (D.1.) to facilitate the transfer of funds by each Partner Agency and Partner Equivalent Agency to the City. The City, the Partner and Partner Equivalent Agencies shall each comply with the following procedures to facilitate payment by the City to the ARIC vendors and contractors:

1. Invoice for Annual Assessment. At least 30 days prior to the beginning of each Fiscal Year, the City shall send each Partner Agency and Partner Equivalent Agency an invoice for its Annual Assessment.
2. Approval of Invoice Amount. Each Partner and Partner Equivalent Agency must notify the City in writing within 15 business days after receipt of the invoice for the Annual Assessment if its invoice does not correctly state its Annual Assessment.
3. Payment Instructions. The City must provide payment instructions to each Partner and Partner Equivalent Agency for the transfer of funds to the City.

4. Partner Agency Funds. Each Partner Agency and Partner Equivalent Agency must pay its Annual Assessment to the City no later than 60 calendar days after receipt of the invoice.

II. ARIC FUND

- A. The City shall establish a separate fund for the ARIC in its accounting records (“ARIC Fund”) that is dedicated to the administration of the ARIC. All funds received from Partner Agencies and Partner Equivalent Agencies and other ARIC revenues, including income earned from investment of the ARIC Fund, shall be credited to the ARIC Fund. All ARIC obligations shall be debited from the ARIC Fund. The records for the ARIC Fund shall be maintained in compliance with generally accepted accounting principles.
- B. Investment Income. The ARIC Fund is invested by the City in the same manner as the City invests its excess funds. Any income earned on the funds invested from the ARIC Fund is credited to the ARIC Fund for the benefit of the ARIC, unless otherwise required by law. Any income earned in the current year will be retained and used to fund anticipated and unanticipated costs in subsequent years, as approved by the Operational Management Team and the Executive Board.
- C. Quarterly Statements. Within 30 days after the end of each quarter, the City must provide quarterly statements showing the credits to and debits from the ARIC Fund, including any income earned, to each Partner Agency and Partner Equivalent Agency. The quarterly statements must include beginning and ending ARIC Fund balances. Statements for ‘year-end’ fund status must be provided as soon after year-end closeout as possible but in no event more than 45 days after the end of the Fiscal Year.

- D. Payments. Subject to the availability of sufficient funds in the ARIC Fund, the City shall pay ARIC contractors and vendors in compliance with the Texas Prompt Payment Act.
- E. Reports. The City shall provide each Partner Agency and Partner Equivalent Agency with a monthly report comparing the Budget with the actual expenses incurred in that month and in the current Fiscal Year to date. This report will be provided during the Operational Management Team's monthly meeting.

III. Funding.

The Partner Agencies and Partner Equivalent Agencies specifically acknowledge that funding for each Partner Agency's and Partner Equivalent Agency's Annual Assessment must go through that Partner Agency's or Partner Equivalent Agency's normal budgeting process; and after approval by its governing body or other approval required by law, is payable in compliance with section I. D.

IV. Failure to Appropriate or Partial Funding.

If any Partner Agency or Partner Equivalent Agency fails to appropriate its Annual Assessment by the first day of the Fiscal Year for which the Operating Budget is applicable ("Unfunded Party") or appropriates less than its Annual Assessment for any year, or if any Partner Agency or Partner Equivalent Agency fails to pay all of its Annual Assessment, ("Underfunding Party"), the other Partner Agencies and Partner Equivalent Agencies, acting through the Executive Board, may take one or more of the following actions:

- A. Notice of Unfunding. Send the Unfunded Party a notice re-stating the amount due. Each Partner Agency and Partner Equivalent Agency acknowledges that its future right to participate in the ARIC is dependent upon fully paying its Annual Assessment each year.

- B. Budget Revision. Amend the Operating Budget by reducing costs and/or increasing the amounts paid by the other Partner Agencies and Partner Equivalent Agencies if the Unfunded Party opts not to continue to participate.
- C. Suspension of Representation. Remove the Unfunded Party from the Operational Management Team and Executive Board, if applicable, and suspend the voting rights for the Unfunded Party.

PART THREE

Definitions

- A. Annual Assessment means the proportionate share of the Operating Costs stated in the Budget by all Partner and Partner Equivalent Agencies determined in accordance with that Partner or Partner Equivalent Agency's participation level determined as described in PART TWO, I.A. and as detailed on Exhibit A of that Fiscal Year's approved Budget.
- B. Fiscal Year means the fiscal year adopted by the City. The Fiscal Year in effect as of the execution of this Agreement commences on October 1st of each year and ends the following September 30th.
- C. Information includes any data about people, organizations, events, incidents, or objects, regardless of the medium in which it exists.
- D. Intelligence is the product of an analytical process that provides an integrated perspective to disparate information about crime, crime trends, crime and security threats, and conditions associated with criminality.
- E. Law includes any applicable local, state, tribal, territorial, or federal statute, ordinance, regulation, executive order, policy, or court rule, decision, or order,

as construed by appropriate local, state, tribal, territorial, or federal officials or agencies.

- F. Need to Know is established when, as a result of jurisdictional, organizational, or operational necessities, access to sensitive information or intelligence is necessary for the conduct of an individual's official duties as part of an organization that has a right to know the information in the performance of a law enforcement, homeland security, or counter-terrorism activity, such as to further an investigation or meet another law enforcement requirement.
- G. Operating Costs are all costs associated with direct purchase of goods and services, including but not limited to computer hardware, computer software, and hardware and software maintenance and replacement. Operating Costs also include technology enhancements necessary to improve the efficiency and effectiveness of the ARIC.
- H. Right to Know is established when, based on having legal authority or responsibility, or pursuant to an authorized agreement, an agency or organization is authorized to access sensitive information and intelligence in the performance of a law enforcement, homeland security, or counter-terrorism activity.

PART FOUR

General Provisions

I. Relationship of Parties and Liability.

Nothing in this Agreement shall be deemed to create an employment relationship between the City and the other Parties. The Parties do not waive and do intend to assert any available defenses and/or limitations on liability. No Party shall be considered to be an agent of another Party. The City does not waive, modify, or alter to any extent

whatsoever the availability of the defense of governmental (sovereign) immunity under the laws of the State of Texas. The Partner Agencies acknowledge that none of the Parties have waived their sovereign immunity by entering into this Agreement.

II. Amendments.

- A. This Agreement may be modified only by a writing properly executed by each of the Partner Agencies, with the exception of when adding new partner agencies under II.B. Neither any representation or promise made after the execution of this Agreement, nor any modification or amendment of this Agreement, shall be binding on the Partner Agencies unless made in writing and properly executed by each of the Partner Agencies.
- B. This Agreement may be amended to include one or more additional new partner agencies (Associate Partner Agencies). The Partner Agencies authorize the City of Austin to enter into separate Associate Partner Agreements as necessary to allow public agencies that are authorized to contract with each other under Chapters 771 and 791 of the Government Code and that are not currently Partner Agencies to assume obligations and receive benefits equivalent to Partner Agencies (Associate Partner Agencies). A new Associate Partner Agency must first be unanimously agreed upon by the Executive Board. The governing body of each new Associate Partner Agency and the City of Austin City Council must approve the Associate Partner Agreement. Such an agreement must include the same terms of understanding contained in the ARIC Amended and Restated Interlocal Agreement in substantially the same format, and Associate Partner Agencies must agree to follow the ARIC Privacy Policy, as amended .
- C. The City of Austin is authorized to enter into separate collateral agreements, as necessary, to allow agencies that are not state agencies, local governments, or other agencies that are authorized to contract with each other under Chapters 771 and 791 of the Government Code (non-governmental agencies) to assume obligations and receive benefits equivalent to Partner Agencies (Partner Equivalent Agencies). To qualify for consideration to become a Partner

Equivalent Agency, a nongovernmental agency must utilize a full-service law enforcement component that employs police officers licensed by the State of Texas and vested with full law enforcement powers and responsibilities. Before any non-governmental agency becomes a Partner Equivalent Agency, that non-governmental agency must first be agreed upon by a majority of the Executive Board, with approval by the Chair. Upon approval by the Executive Board and Chair, the approved non-governmental agency is recommended to the City of Austin City Council which must approve each agreement to create a Partner Equivalent Agency before any approved non-governmental agency seeking to become a Partner Equivalent Agency may be offered that agreement. Such an agreement must include the same terms of understanding contained in the ARIC Amended and Restated Interlocal Agreement in substantially the same format (Partner Equivalent Agency Agreement). To complete the transaction, the approved nongovernmental agency and the City of Austin must execute the Partner Equivalent Agency Agreement. This Partner Equivalent Agency Agreement may be modified or amended by the City and the Partner Equivalent Agency only to replicate an amendment adopted by the Partner Agencies to the Amended and Restated Interlocal Agreement, or to replicate an amendment to this Agreement. The Partner Equivalent Agency and the City shall approve and execute an amendment to this Partner Equivalent Agency Agreement when necessary for it to remain substantially the same as the Amended and Restated Interlocal Agreement.

III. Term of Agreement.

1. Effective Date. This Agreement shall commence on the date of execution by the last Party to sign this Agreement. Once effective, the initial term of this Agreement shall terminate on _____, 2024.
2. Renewal Term(s). Subject to continued funding, this Agreement shall renew annually automatically, unless terminated as provided herein.

3. Termination. A party to this Agreement may terminate its involvement in this Agreement upon 60 days written notice to the other parties.

IV. Assignment.

A Party to this Agreement may not assign or transfer its interests or obligations under this Agreement.

V. Complete Agreement.

This Agreement constitutes the entire Agreement and understanding between the Parties and supersedes all previous agreements, understandings, discussions, or representations concerning its subject matter.

VI. Severability.

If a court of competent jurisdiction determines that a term or provision of this Agreement is void or unenforceable, the remainder of this Agreement remains effective to the extent permitted by law.

VII. Third Party Beneficiaries.

This Agreement is not intended, and should not be construed, to create any right or benefit, substantive or procedural, enforceable at law or otherwise by any third party against the Parties, the United States, or the officers, employees, agents, or other associated personnel thereof.

VIII. Miscellaneous.

- A. This Agreement is subject to the provisions of any agreement made between the Parties to this Agreement and the United States Government

relative to the expenditure of federal funds for the development of the ARIC.

B. Each individual signing this Agreement on behalf of a Party warrants that he or she is legally authorized to do so and that the Party is legally authorized to perform the obligations undertaken.

C. **Notice.**

1. All notices sent pursuant to this Agreement shall be in writing and may be hand delivered, or sent by registered or certified mail, postage prepaid, return receipt requested.
2. When notices sent are hand delivered, notice shall be deemed effective upon delivery. When notices are mailed by registered or certified mail, notice shall be deemed effective three days after deposit in a U.S. mailbox or at a U.S. post office.
3. Either Party may change its address for notice under this Agreement by providing a notice of the change in compliance with this paragraph to the other Party.
4. Notices sent to the Parties pursuant to this Agreement shall be delivered or sent to:

AUSTIN POLICE DEPARTMENT

Austin Police Department

Chief's Office

715 E. 8th Street

Austin, Texas 78701

This Agreement is effective on _____, 2023.

.

CITY OF AUSTIN on behalf of its POLICE and FIRE DEPARTMENTS

By: _____ Date: _____

Printed Name: _____

Title: _____

AUSTIN INDEPENDENT SCHOOL DISTRICT on behalf of its POLICE DEPARTMENT

By: _____ Date: _____

CITY OF GEORGETOWN on behalf of its POLICE DEPARTMENT

By: _____ Date: _____

HAYS COUNTY on behalf of the HAYS COUNTY SHERIFF'S OFFICE

By: _____ Date: _____

CITY OF ROUND ROCK on behalf of its POLICE DEPARTMENT

By: _____ Date: _____

CITY OF SAN MARCOS on behalf of its POLICE DEPARTMENT

By: _____ Date: _____

TRAVIS COUNTY on behalf of the TRAVIS COUNTY SHERIFF'S OFFICE

By: _____ Date: _____

UNIVERSITY OF TEXAS on behalf of its POLICE DEPARTMENT

By: _____ Date: _____

WILLIAMSON COUNTY on behalf of WILLIAMSON COUNTY SHERIFF'S OFFICE

By: _____ Date: _____

CITY OF PFLUGERVILLE on behalf of its POLICE DEPARTMENT

By: _____ Date: _____

AUSTIN COMMUNITY COLLEGE on behalf of its POLICE DEPARTMENT

By: _____ Date: _____

TEXAS STATE UNIVERSITY on behalf of its POLICE DEPARTMENT

By: _____ Date: _____

CITY OF CEDAR PARK on behalf of its POLICE DEPARTMENT

By: _____ Date: _____

PFLUGERVILLE INDEPENDENT SCHOOL DISTRICT on behalf of its POLICE DEPARTMENT

By: _____ Date: _____

CITY OF KYLE on behalf of its POLICE DEPARTMENT

By: _____ Date: _____

CITY OF BUDA on behalf of its POLICE DEPARTMENT

By: _____ Date: _____

CITY OF SUNSET VALLEY on behalf of its POLICE DEPARTMENT

By: _____ Date: _____

CITY OF MANOR on behalf of its POLICE DEPARTMENT

By: _____ Date: _____

CITY OF LAKEWAY on behalf of its POLICE DEPARTMENT

By: _____ Date: _____

CITY OF WESTLAKE HILLS on behalf of its POLICE DEPARTMENT

By: _____ Date: _____

CITY OF BEE CAVE on behalf of its POLICE DEPARTMENT

By: _____ Date: _____

HUTTO INDEPENDENT SCHOOL DISTRICT on behalf of its POLICE DEPARTMENT

By: _____ Date: _____

CITY OF ELGIN on behalf of its POLICE DEPARTMENT

By: _____ Date: _____

St Edwards University on behalf of its POLICE DEPARTMENT

By: _____ Date: _____

Concordia University on behalf of its POLICE DEPARTMENT

By: _____ Date: _____

EXHIBIT A

AUSTIN REGIONAL INTELLIGENCE CENTER PROPORTIONAL COST FOR
PARTNER AGENCIES

FISCAL YEAR _____

Department	Number of Sworn	Contribution
City of Austin APD/AFD		
Austin ISD PD		
Georgetown PD		
Hays County SO		
Round Rock PD		
San Marcos PD		
Williamson County SO		
Travis County SO		
University of Texas PD		
Pflugerville PD		
Pflugerville ISD PD		
Cedar Park PD		
Texas State PD		
Austin Community College PD		
Kyle PD		
Buda PD		
Sunset Valley PD		
Manor PD		
Lakeway PD		
Westlake Hills PD		
Hutto ISD PD		
Bee Cave PD		
Elgin PD		
St. Edward's PD		
Concordia PD		

DRAFT