

**INTERLOCAL AGREEMENT
BETWEEN THE CAPITAL AREA COUNCIL OF GOVERNMENTS AND
CITY OF AUSTIN
FOR USE BY THE CITY OF AUSTIN OF THE REGIONAL NOTIFICATION
SYSTEM**

This Agreement is between the City of Austin (the City) and the Capital Area Council of Governments (the CAPCOG) (also referred to as the "Parties" or a "Party").

RECITALS

Whereas, the Regional Notification System (RNS), an automated phone-dialing tool, helps authorized public safety personnel in the 10-county CAPCOG region alert residents, response groups, disaster recovery planners and other selected contacts during emergencies and for other governmental activities.

Whereas, the RNS is a computer-based system that uses phone numbers and addresses maintained by the 9-1-1 system, as well as a cell phone registration system, to warn people in a given area of threats posed by wildfires, floods, chemical releases, criminal activity and other incidents.

Whereas, the RNS also uses other databases, provided by both the vendor and the jurisdiction using the system, to provide notification to people within a specified area or contained on a notification list of information that may affect them.

Whereas, this Agreement is authorized by the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code. Each party's monetary obligations, if any, are for the performance of governmental functions or services and are payable only from the current revenues appropriated and available for the performance of those functions or services.

AGREEMENT

Section 1. Purpose

This Agreement authorizes the City to use the RNS provided by the CAPCOG. This Agreement supersedes the current Agreement between the Parties.

Section 2. CAPCOG's Duties and Rights.

CAPCOG agrees to perform the duties assigned to it in the latest revision of the CAPCOG *Regional Notification System (RNS) Policies and Procedures* as approved by the CAPCOG Executive Committee, which is attached hereto as Exhibit A and incorporated into this Agreement.

At its sole discretion, CAPCOG may immediately disable the City's user account while an investigation into a possible violation by the City of the *CAPCOG Regional Notification System (RNS) Policies and Procedures* is being conducted or while the agreement is being terminated pursuant to section 5, below.

Section 3. City's Duties and Rights.

The City agrees to use the RNS solely in accordance with the latest revision of the *CAPCOG Regional Notification System (RNS) Policies and Procedures* as approved by the CAPCOG Executive Committee.

If the City receives a request under the Texas Public Information Act for disclosure of any of the RNS 9-1-1 database information, the City agrees not to disclose the information prior to notification of CAPCOG's Emergency Communications Department in writing within two business days of the receipt of the request so that CAPCOG may advise the regarding the request.

Section 4. Agreement Term

The term of this Agreement commences on the date of the last signature of a Party and ends on September 30, 2015. Following the initial term, the Agreement will automatically renew annually, unless terminated in accordance with Section 5 of this Agreement.

Section 5. Termination

Either Party may terminate this Agreement at any time upon thirty calendar days' prior written notice to the other Party. However, if the City violates the *CAPCOG Regional Notification System (RNS) Policies and Procedures* and does not correct the violation within five business days after CAPCOG gives the City written notice of the violation, this constitutes grounds for termination of this Agreement. If the City fails to timely correct the violation after notice from CAPCOG, CAPCOG may terminate this Agreement by notifying the City, in writing, of its intent to terminate, and the Agreement terminates 15 calendar days after the date on the notice.

Section 6. Limitation of Liability and Governmental Immunity

Each party to this Agreement agrees that it shall have no liability whatsoever for the actions and/or omissions of the other party's employees, officers, or agents, regardless of where the individual's actions and/or omissions occurred. Each party is solely responsible for the actions and/or omissions of its employees, officers, and agents; however, such responsibility is only to the extent required by Texas law. Where injury or property damage results from the joint or concurring acts and/or omissions of the parties, any liability shall be shared by each party in accordance with the applicable Texas law, subject to all defenses, including governmental immunity. These provisions are solely for the benefit of the parties hereto and not for the benefit of any person or entity not a party hereto; nor shall any provision hereof be deemed a waiver of any defenses available by law.

Section 7. Fees.

There is no cost to the City for use of the RNS.

Section 8. Notice.

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.

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. mail box or at a U.S. post office.

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.

Notice will be provided to the following persons or their successors:

City of Austin: Marc A. Ott
 City Manager
 P.O. Box 1088
 Austin, Texas 78767

CAPCOG: Betty Voights
 Executive Director
 6800 Burleson Road, Building 310, Suite 165
 Austin, Texas 78744

Section 9. Miscellaneous

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.

This Agreement states the entire agreement of the Parties, and an amendment to it is not effective unless in writing and signed by both Parties.

This Agreement is executed in duplicate originals.

CAPCOG

By: _____ Date: _____
Betty Voights
Executive Director

City of Austin

By: _____ Date: _____
Marc A. Ott
City Manager

Approved as to form:

Robin Harris
Assistant City Attorney