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

This Agreement is by and among City of Austin and the Capital Area Council of Governments (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 emergency incidents.

Whereas, the RNS also uses other databases, provided by both the vendor and the jurisdiction using the system to provide notification of people within a specified area or contained on a notification list of information that may impact 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 City of Austin to use the RNS provided by CAPCOG. This Agreement supersedes any previous 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 City of Austin's user account while an investigation into a possible violation by City of Austin 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.

CAPCOG agrees to maintain current *Regional Notification System (RNS) Policies and Procedures* as approved by the CAPCOG Executive Committee, and to distribute all updates to City of Austin within five (5) working days of approval.

CAPCOG agrees to maintain and make available all training materials related to the Regional Notification System on a dedicated website.

CAPCOG agrees to provide written materials to each participating jurisdiction that clearly identify the telephone contact information to be used to contact the RNS vendor when assistance is needed in making a notification using the system.

Section 3.   City of Austin's Duties and Rights.

City of Austin 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, which is attached hereto as Exhibit A and incorporated into this Agreement.

City of Austin agrees to contact the RNS vendor at the telephone numbers provided by CAPCOG in accordance with Section 2, for guidance on operational issues or when City of Austin needs assistance in making a notification using the system.

If City of Austin receives a request under the Texas Public Information Act for disclosure of any of the 9-1-1 database information, including names addresses and telephone numbers of persons who have been notified using that portion of the RNS that derives its call list from the 9-1-1 database, City of Austin agrees not to disclose the information prior to notification of CAPCOG's Emergency Communications Division in writing within two business days of the receipt of the request.

Section 4.   Agreement Term

The term of this Agreement commences on the date the signed agreement is returned to CAPCOG and continuing until this agreement is superseded by another agreement related to use of the RNS or cancelled in writing by either party.

Section 5.   Termination

Either Party may terminate this Agreement at any time upon thirty calendar (30) days' prior written notice to the other Party. However, if City of Austin violates the CAPCOG *Regional Notification System (RNS) Policies and Procedures* and does not correct the violation within five (5) business days after CAPCOG gives City of Austin written notice of the violation, this constitutes grounds for termination of this Agreement. If City of Austin fails to timely correct the violation after notice from CAPCOG, CAPCOG may terminate this Agreement by notifying City of Austin, in writing, of its intent to terminate, and the Agreement terminates fifteen (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 City of Austin for use of the RNS.

Section 8.   <u>Notice</u>.

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: Otis J. Latin, Sr.
                 Director, Office of Homeland Security and Emergency Management
                 P.O. Box 1088
                 Austin, TX 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. The individuals legally authorized to execute this document will have the authority to negotiate and execute amendments to this agreement without further action by each party's governing body in such a way that would not constitute a substantive modification of the agreement's terms and conditions or otherwise violate Chapter 791 of the Texas Government Code. Any amendments that would constitute a substantive modification to the agreement must be approved by each Party's governing body.

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.

Capital Area Council of Governments

By:_____
     Betty Voights
     Executive Director

City of Austin

By: _____
Otis J. Latin, Sr.
Director, Office of Homeland Security and Emergency Management