

**INTERLOCAL AGREEMENT
BETWEEN
COLLIN COUNTY TEXAS
AND**

**The City of Austin, Texas; the City of El Paso, Texas; the City of
Houston, Texas; and the City of San Antonio, Texas**

FOR SHARING LAW ENFORCEMENT INFORMATION

This Interlocal Agreement ("ILA") is made and entered into by and between the Collin County, Texas ("Collin County") and the City of Austin, Texas; the City of El Paso, Texas; the City of Houston, Texas; and the City of San Antonio, Texas, pursuant to the Interlocal Cooperation Act, Ch. 791 TEX. GOV'T CODE AND is made with reference to the following:

RECITALS

WHEREAS, Collin County is administering a regional law enforcement information-sharing system using the COPLINK Solution Suite (COPLINK System), developed by Knowledge Computing Corporation (KCC), on behalf of all participating law enforcement and criminal justice agencies; and

WHEREAS, Collin County and the City of Austin, Texas; the City of El Paso, Texas; the City of Houston, Texas; and the City of San Antonio (hereinafter sometimes individually referred to as "Party" and collectively referred to as "the Parties") desire to enter into this ILA on behalf of their various participating law enforcement and criminal justice agencies ("member agencies") so as to allow the sharing of law enforcement information via the COPLINK system; and

WHEREAS, implementation of this ILA will substantially further the public's safety, health, and welfare; and

WHEREAS, this ILA is entered into pursuant to chapter 791 TEX. GOV'T CODE, which allows the contracting parties to enter into ILAs for the joint performance of governmental and administrative functions that each is authorized to perform independently; and

WHEREAS, the Parties to this ILA each find that the amount paid for the services performed under this ILA, if any, fairly compensates the performing party, and

WHEREAS, the Parties, acting by and through their respective governing bodies, individually and collectively, do hereby adopt and find the foregoing premises as findings of said governing bodies.

NOW, THEREFORE, it is mutually agreed by and between the undersigned parties as follows:

OVERVIEW OF ILA

The Parties have assisted in the implementation of the COPLINK system, a method of sharing law and justice information that permits the electronic access to information maintained by member agencies. The implementation of the COPLINK system serves as a solution to the problems of inaccessible or irretrievable information as a result of disparate information systems that lack a common platform and the difficulty in sharing data across jurisdictional boundaries.

The COPLINK system has been developed and is being implemented in the north central Texas region. The system will consist of centralized node agencies in specific geographic areas, each of which will connect local member agencies to the system. As COPLINK node agencies, the Parties will share law and justice information maintained by their respective member agencies.

By facilitating the sharing of public safety information with law and justice partners, the Parties can improve their responses to terrorism, community crime, and enhance overall investigative capacity. The COPLINK system provides sophisticated analytical tools that will enable authorized users to discover links and relationships by providing consolidated data across jurisdictional boundaries. This may allow authorized member agencies to solve previously “unsolvable” incidents and investigate serial criminal activity.

AGREEMENT

1. Purpose of ILA

The purpose of this ILA is to enhance the effectiveness of law enforcement by increasing information sharing related to terrorist and criminal activities and to outline conditions under which the Parties will share and use information using the COPLINK system. By signing this ILA, the Parties, as well as all individuals who operate or use the COPLINK system and who are representatives of the Parties, agree to adhere to the guidelines specified in this ILA and support the public benefit derived from the electronic sharing of public safety information.

2. Agency Participation

The Parties shall use COPLINK as a data repository containing information from member agencies of the Parties, as well as other entities who join this ILA.

The Parties and their respective member agencies, and any contractors working to implement and manage the COPLINK system, shall cooperate to ensure vendors and/or maintenance contractors facilitate:

1. Network access and connectivity
2. Data extracts for engineering and testing purposes
3. Production extracts
4. Required modifications to their source systems
5. Regular data updates as agreed to during the design process
6. Timely review and approval of design documents and test results.

3. AUTHORIZED RELEASE OF INFORMATION

3.1 Protection of Civil Rights/Civil Liberties

The information shared between the Parties will be handled in accordance with each Party's adopted Privacy Policy and the "Criminal Intelligence Systems Operating Policies" 28 CFR Part 23, U.S. Executive Order 12291. All personnel accessing the COPLINK system, and any other authorized users will comply with the 28 CFR Part 23. All Parties will abide by appropriate security agreements concerning the handling of classified and sensitive material.

3.2 Sharing of Information

The Parties authorize the release of information residing in their law enforcement records management systems to all authorized users of the COPLINK system as permitted by law. It is the responsibility of each Party to specify which data points to share and any other special requirements. The Parties will participate in several testing sessions, where they will validate and ensure that their information is accurately reflected.

3.3 Limitation on Information Sharing

Information contributed by the Parties' member law enforcement agencies shall only be shared with or released to other authorized law enforcement agencies. Only authorized agency employees who have an approved login and password will be allowed to access or use information in the COPLINK repositories. All queries must only be made by such users.

4. UNDERSTANDING ON ACCURACY OF INFORMATION

4.1 Accuracy of Information

The Parties agree that the data maintained in the COPLINK repositories consists of information assumed to be accurate; however, data inaccuracies can arise for multiple reasons (e.g., entry errors, misinterpretation, outdated data). Each Party's member agency shall confirm the accuracy of the information it obtains with the originating agency before taking any enforcement-related action.

4.2 Timeliness of Information

As a part of the COPLINK design process, each member agency of the Parties determines the frequency with which their data will be refreshed in the COPLINK repositories. In addition, individual member agencies have their own policies and speed at which incidents are recorded in their records management systems. Since changes or additions to data may not get updated in the COPLINK system on a real-time basis, agencies recognize that information may not always be timely and relevant.

4.3 Internal Audit

Each member agency of each Party shall have its System Administrator conduct an internal audit on semi-annual basis to ensure information is reasonably up to date and user queries are made for legitimate law enforcement purposes

5. USER ACCESS

5.1 Login Application Process

Each member agency of a Party shall appoint its own agency-specific System Administrator who is responsible for management of user accounts at that agency. The user may submit a request for a login and password to his/her System Administrator. The individual member agency agrees that all users shall be current employees and be authorized to review COPLINK data for legitimate purposes. The System Administrator may deny or revoke individual access to COPLINK data at his/her sole discretion.

5.2 Limitations on Use of Logins

Each user must be notified that he/she may not access the COPLINK system by using a name or password that was assigned to another user. A user shall not give his/her password to another person, including another user, to access the system.

5.3 Audit Trail

Each transaction on COPLINK is logged and an audit trail created, which is resident on the system for a minimum of three years. Requests for transaction logs shall be made in writing through the requestor's chain-of-command to his/her System Administrator.

5.4 Termination of Logins

Participating member agencies of the Parties will be responsible (through their System Administrator) for timely removal of any login accounts as users leave the agency or as they fail to meet the requirements for access to COPLINK.

6. INTENDED USE OF THE SYSTEM

The Parties agree to notify their respective member agency users that the use of the COPLINK system, the information contained in it, and the networking resources provided are for reasons related to the mission of the Parties' member agencies. Users will acknowledge that the information hosted in the COPLINK repositories will be shared and used for authorized purposes only. No user can use or share the information for any unethical, illegal, or criminal purpose.

7. INFORMATION OWNERSHIP AND CONFIDENTIALITY OF INFORMATION

7.1 Ownership

Individual member agencies of the Parties retain control of all information they provide through the COPLINK repositories at all times. Each individual member agency of a Party is responsible for creating, updating, and deleting records in its own records management system or database, according to its own policies. The originating agency is solely responsible for the completeness and accuracy of its source data.

7.2 Information Confidentiality

The Parties agree that information in the COPLINK repositories is confidential and is not subject to public disclosure, except as required by law. Only agency employees who have an authenticated login and password are allowed to view and use the information. The information will otherwise be kept confidential.

7.3 Requests for Information

The COPLINK repositories are not official repositories of original records. A user who receives a request from a non-authorized requestor for information in a COPLINK repository (whose agency is not the originating source) shall not release that information, but may refer the requester to the Party member agency that is the source of such information. A user who receives a court order to release information from a COPLINK repository shall notify the original owner/source agency and his/her own System Administrator of the court order.

7.4 Confidential Records

Any Party's member agency that desires data from its records management system to be made available only to a select group of COPLINK users is responsible for placing the appropriate restriction indicator on the underlying data in the agency's internal records management system or database.

7.5 Removal or Expungement of Records

As part of the design of data updates, each member agency will define the period at which a record deletion, removal, expungement or other edit is transferred to the repository from the source system. If a member agency requires that one or more of its records be edited, removed, or otherwise changed in a timely manner, such member agency is responsible for arranging for such a change to be manually processed to its data by its System Administrator.

8. SYSTEM ACCESS

8.1 Network Access

Access to Parties' member agencies' information will be provided utilizing a secure network configuration that is mutually acceptable to the Parties.

8.2 System Availability

The information residing in the COPLINK repositories shall be available on a 24-hour a day, 7 days a week basis with downtime limited to those hours required for any necessary system maintenance activities. The Parties agree to inform each other in advance, whenever possible, of scheduled system downtimes.

9. ADDITIONAL PARTIES / TERM/TERMINATION

9.1 Joinder of Additional Parties

Additional Local Governments may participate in this ILA with the approval of their respective governing boards. Such entities will be required to approve and enter

into this ILA, agreeing to be bound by all terms and conditions contained herein. The participation of additional entities in this ILA will not require the approval of the other Parties.

9.2 Term

The initial term of this ILA will commence on the date that is executed by all Parties and shall remain in effect until September 30, 2013. Following this initial term, this ILA will automatically renew each year, unless terminated earlier in accordance with section 9.3.

9.3 Termination

A Party may withdraw from this ILA at any time at its sole discretion by giving thirty (30) days prior written notice to the other Parties. In such event, the Parties shall take such actions as necessary to remove the withdrawing Party's data or information from the COPLINK system and return such data or information to the withdrawing Party's member agency. The withdrawal of a Party from this ILA does not affect the validity of this ILA as to the remaining Parties.

The Parties may mutually agree to terminate this ILA as to all Parties. Such mutual termination agreement shall be memorialized in writing and signed by all Parties. If the Parties collectively decide to terminate this ILA, the Parties' member agencies will meet and decide upon a plan for the return of each member agency's data residing on the COPLINK system to such member agency.

9.4 Emergency Suspension of Operations

A Party may temporarily suspend information sharing activities for good cause in an emergency until a Party's notice of termination is effective. Each Party's member agency will notify the other member agencies of any emergency suspension of operations.

10. Amendments to Agreement

Based on ongoing monitoring of the COPLINK system, a Party may propose amendments to this ILA. It may be modified or amended only by a written document executed by the Parties.

11. Supplemental Policies

All Parties' member agencies that operate their own computers or networks may add individual guidelines that supplement, but are not less stringent than, the requirements of this ILA.

12. Sanctions for Non-Compliance

If any member agency of a Party violates the guidelines of this ILA with regard to accessing, sharing, or using information, that agency may be disconnected from the COPLINK system. The offending agency will be provided with a 60 day written notice of the violation and the opportunity to correct the violation. Failure to meet the terms of this ILA will result in the termination of system access for the offending agency.

13. Compliance with all Laws

The Parties and all member agencies shall at their own cost and expense comply with all statutes, ordinances, regulations and requirements of all governmental entities, including federal, state, county or municipal, whether now in force or hereinafter enacted.

14. Waiver

A waiver by a Party of any breach of any term, covenant or condition contained herein shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition contained herein, whether of the same or a different character.

15. Integrated ILA

This ILA represents the full and complete understanding of every kind or nature whatsoever between the parties hereto, and all preliminary negotiations and ILAs of whatsoever kind or nature are merged herein. No verbal ILA or implied covenant shall be held to vary the provisions herein.

16. Interpretation

The terms of this ILA shall be construed in accordance with the meaning of the language used and shall not be construed for or against any Party by reason of the authorship of the ILA or any other rule of construction which might otherwise apply.

17. Severability

If any term or portion of this ILA is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this ILA shall continue in full force and effect.

18. Controlling Law and Venue

Any dispute that arises under or relates to this ILA (whether contract, tort, or both) shall be adjudicated in a court of competent jurisdiction in which the defendant is located and shall be governed by Texas law.

19. Relationship of Parties and Liability.

Nothing in this Agreement shall be deemed to create an employment relationship between any of the Partner Agencies. The Partner Agencies do not waive and do intend to assert any available defenses and/or limitations on liability. No Partner Agency shall be considered to be an agent of any other Partner Agency. The Partner Agencies acknowledge that none of the parties has waived its sovereign immunity by entering into this Agreement.

20. Multiple Counterparts

This ILA may be executed in multiple counterparts each of which shall be deemed an original, but all multiple counterparts together shall constitute one and the same instrument.

21. Costs and Commitment of Current Revenues

Each Party will be responsible for paying for any expenses associated with being a Party to this ILA. Each Party represents that payment for the performance of its obligations herein, if any, is to be made only from current revenues appropriated by the Party's governing body.

22. Sign off on Execution of Policy

By signing this ILA, each Party, including its participating member agencies and all representatives contributing or using information from the COPLINK repositories, agree to implement and adhere to the provisions as outlined herein.

23. Notice

1. All notices sent pursuant to this ILA 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. mail box or at a U.S. post office.

3. Any Party may change its address for notice under this ILA by providing a notice of the change in compliance with this paragraph to all other parties.

4. Notices sent to the Parties pursuant to this ILA shall be delivered or sent to:

Collin County

City of Austin

City of San Antonio

City of El Paso

City of Houston

IN WITNESS WHEREOF, the parties have caused this ILA to be executed on the day and year first written above.

APPROVED AS TO FORM:

By: _____
Legal Counsel

APPROVED AS TO FORM:

By: _____
Legal Counsel

APPROVED AS TO FORM:

By: _____
Legal Counsel

APPROVED AS TO FORM:

By: _____
Legal Counsel

APPROVED AS TO FORM:

By: _____
Legal Counsel

Collin County, Texas

By: _____
Keith Self
County Judge
Collin County, Texas

City of Austin, Texas

By: _____
Marc. A. Ott
City Manager
City of Austin

City of El Paso, Texas

By: _____
Mayor
City of El Paso.

City of Houston, Texas

By: _____
Annise Parker
Mayor
City of Houston, Texas

City of San Antonio, Texas

By: _____
Mayor
City of San Antonio, Texas