

INTERLOCAL COOPERATION AGREEMENT
for the
AUSTIN REGIONAL INTELLIGENCE CENTER (ARIC)

This Interlocal Cooperation Agreement (the Agreement) is made and entered by and between the City of Austin, Austin Independent School District Police Department, Georgetown Police Department, Hays County Sheriff's Office, Pflugerville Police Department, Round Rock Police Department, San Marcos Police Department, Travis County Sheriff's Office, University of Texas Police Department, and Williamson County Sheriff's Office (collectively referred to as the "Partner Agencies") for the establishment and operation of the Austin Regional Intelligence Center (ARIC or Center).

DEFINITIONS

Information includes any data about people, organizations, events, incidents, or objects, regardless of the medium in which it exists.

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.

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.

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.

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.

I. AUTHORITY

Authority for entering into this Agreement is found in the Interlocal Cooperation Act, Texas Government Code Chapter 791. 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 Partner Agencies or between Partner Agencies and other agencies. The ARIC will not operate to the exclusion of any existing intelligence programs of the Partner 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. ARIC will provide real-time actionable criminal intelligence by utilizing technology to identify trends and patterns in criminal activity. The ARIC will facilitate 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 shall consist 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 agreed upon by Board members. This Board shall:

- a. Resolve conflicts or disputes that might arise related to policy or mission;
 - b. Establish protocol concerning the treatment of violations of this Agreement;
 - c. Control the dissemination of any information produced by ARIC including specific alerts and bulletins to agencies inside and outside the region;
 - d. Resolve disputes between Partner Agencies arising from the operation and activity of the ARIC; and
 - e. Review and update the ARIC Privacy Policy annually based upon recommendations by the Privacy Policy Advisory Committee (described below), and changes in applicable law;
 - f. Shall provide an annual report to Partner 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, information 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 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. 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. 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 SAR or 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, 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 on the basis of 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, for example, 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. The Privacy Policy, as accepted by the Department of Homeland Security, shall be adopted by the Executive Board prior to the Center becoming operational.

All personnel assigned to ARIC, Partner Agency personnel, personnel providing information technology services to ARIC, and any other authorized users 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 (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.

- a. 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 ARIC of its recommendations based upon the purpose and mission statements of ARIC.
- b. 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.
- c. The Committee shall include the following, as selected by the governing bodies or their designees:
 1. a community advocate, as selected by the City of Austin;
 2. a licensed attorney, as selected by Hays County;
 3. an information privacy advocate, as selected by the City of Round Rock;
 4. a criminal justice expert, as selected by Travis County; and
 5. a law enforcement expert, as selected by Williamson County.

- d. The Committee shall provide an annual report to the Partner 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.
- e. 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 OF AUSTIN

- A. The City of Austin (Austin) will serve as the Fiscal Agent for the grants provided in support of the ARIC.
- B. Austin, as the Fiscal Agent, agrees to provide office space, equipment and supplies, to carry out the administrative operation of ARIC. At such time that federal or state grant funding is no longer available, sustainment for ARIC will be the responsibility of remaining Partner Agencies, upon written notice and agreement by each. Additional equipment required by a Partner Agency will be the responsibility of that agency.

VIII. DUTIES AND PERFORMANCE OF ALL PARTNER AGENCIES

- A. Specific control over an agency's resources and the continued dedication of these resources to ARIC shall be retained by the Partner Agencies, which will be kept fully apprised of all analytical developments by its respective subordinates, as appropriate security clearances permit.
- B. Each Partner Agency will be subject to the personnel rules, regulations, laws and policies applicable to their respective agencies. All Partner Agencies will abide by appropriate security agreements concerning the handling of classified and sensitive material.
- C. Partner 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 ARIC's information and intelligence remain responsible for the lawful and appropriate use of the information and intelligence provided by 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 and Partner Agency participating in ARIC is required to abide by this privacy policy in providing information and intelligence to ARIC and in the access, use, security, and disclosure of information and intelligence obtained by and through the Center.

- E. Partner 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 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 ARIC; or
 2. Offer to provide an independent review, evaluation, or technical assistance to the Partner Agency to establish compliance.

IX. PERSONNEL

A. Modification of Personnel.

A Partner Agency wishing to modify its personnel contribution to 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 individual assigned to 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 ARIC.

2. A complaint made against any personnel assigned to ARIC outside the scope of their ARIC assignment will be the sole responsibility of the agency employing the member to conduct an investigation. Disciplinary action, if any, is the responsibility of the employing agency. The Partner 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 ARIC during the course of an investigation into a complaint of personnel misconduct.
4. Each Partner Agency will be subject to the personnel rules, regulations, laws and policies applicable to their respective agencies. All Partner 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 will require training for certain individuals as detailed in the Training Matrix that shall be adopted by the Executive Board prior to ARIC becoming operational.

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 Agencies. The Partner 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 requesting Partner Agency with link analysis, database searches and coordination of information between local, state, tribal, and federal agencies. The ARIC will also provide Tactical 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 prior to ARIC becoming operational. 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.

XII. 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 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 neither party has waived its sovereign immunity by entering into this Agreement.

XIII. AMENDMENTS

- A. This Agreement may be modified only by a writing properly executed by each of the Partner Agencies. 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 additional partner agencies. A new partner agency must first be agreed upon by a majority of the Executive Board, with final approval by the Chair. Upon approval and amendment by each agency's governing body, the new partner agency must sign on to the same terms of understanding contained in this Agreement and in substantially the same format.

XIV. TERM OF AGREEMENT

A. Effective Date.

This Agreement shall commence on the date of execution by the last of the parties to sign this Agreement.

B. Renewal Term(s).

Subject to continued funding, this Agreement shall renew annually automatically, unless terminated as provided herein.

C. Termination.

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

XV. ASSIGNMENT

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

XVI. 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. This Agreement may not be amended in whole or in part except in a written amendment executed by both parties to the Agreement.

XVII. 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.

XVIII. SURVIVAL OF OBLIGATIONS

All provisions of this Agreement that impose continuing obligations on the parties, including but not limited to warranty, indemnification, limitation of liability, and confidentiality, shall survive the expiration or termination of this Agreement.

XIX. 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.

XX. NOTICE

A. All notices sent pursuant to this Interlocal Agreement shall be in writing and may be hand delivered, or sent by registered or certified mail, postage prepaid, return receipt requested.

B. 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.

C. Either party may change its address for notice under this Interlocal Agreement by providing a notice of the change in compliance with this paragraph to all other parties.

D. Notices sent to the parties pursuant to this Interlocal Agreement shall be delivered or sent to:

Austin Police Dept.

AUSTIN POLICE DEPARTMENT
CHIEF'S OFFICE
715 E. 8TH ST.
AUSTIN, TX 78701

Georgetown Police Dept.

Georgetown Police Dept.
809 Martin Luther King Jr. St.
Georgetown, TX 78626

Pflugerville Police Dept.

1611 E. Pfennig Ln.
Pflugerville, TX 78660
P.O. Box 679 (78691)

San Marcos Police Dept.

2300 IH-35 S
San Marcos, TX 78664

University of Texas Police Dept.

The University of Texas
at Austin Police Dept.
P. O. Box 7787
Austin, Texas 78713-7787

XXI. EFFECTIVE DATE

Austin I.S.D Police Dept.

1111 West 6th St
Austin TX 78703-5338

Hays County Sheriff's Office

HAYS COUNTY
SHERIFF'S OFFICE
1000 DUFFLAND ROAD
SAN MARCOS, TX 78666

Round Rock Police Dept.

Travis County Sheriff's Office

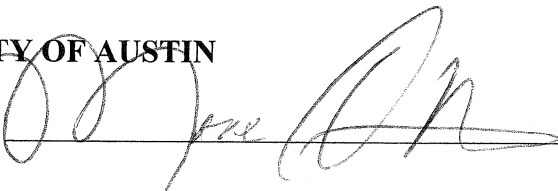
Travis County Sheriff's Office
P. O. Box 1748
Austin, TX 78767

Williamson Co. Sheriff's Office

Williamson County
Sheriff's Office
508 South Rock Street
Georgetown, TX 78626

This Agreement is effective on _____, 2010.

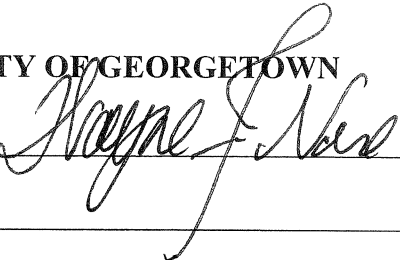
CITY OF AUSTIN

By:  Date: 6/14/10

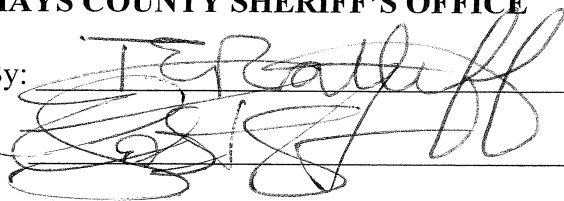
AUSTIN INDEPENDENT SCHOOL DISTRICT

By: Chief Ernesto Ruge Date: 11/22/10

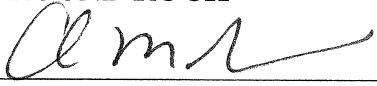
CITY OF GEORGETOWN

By:  Date: 10-11-10

HAYS COUNTY SHERIFF'S OFFICE

By:  Date: 10-20-10

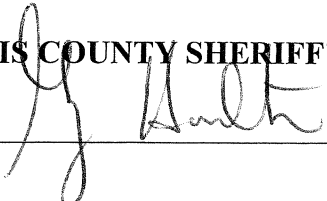
CITY OF ROUND ROCK

By:  Date: August 12, 2010
Alan McGraw, Mayor

CITY OF SAN MARCOS

By: Howard E. Williams Date: 11-10-10

TRAVIS COUNTY SHERIFF'S OFFICE

By:  Date: 8/11/10

UNIVERSITY OF TEXAS

By: Debra Y. Stevens
Debra Y. Stevens
Business Contracts Administrator

Date: 8-23-10

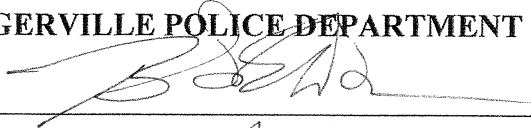
WILLIAMSON COUNTY SHERIFF'S OFFICE

By: James R. Wilson

Date: 9-14-10

PFLUGERVILLE POLICE DEPARTMENT

By: _____

A handwritten signature in black ink, appearing to be 'B. B. A.', written over a horizontal line.

Date: _____

12-15-2010

CITY MANAGER