

**INTERLOCAL COOPERATION CONTRACT
BETWEEN
UNIVERSITY OF TEXAS AT AUSTIN
AND
City of New Braunfels**

**RELATING TO THE USE OF THE UT AUSTIN REGIONAL SECURITY OPERATIONS
CENTER (RSOC) SERVICES**

THIS INTERLOCAL COOPERATION CONTRACT ("Agreement") is entered into by and between City of New Braunfels ("RSOC Customer") and THE UNIVERSITY OF TEXAS ("UT") (referred to individually as a "Party" and collectively as the "Parties"), pursuant to the authority granted and in compliance with the provisions of the Interlocal Cooperation Act, Texas Government Code, Chapter 791. This AGREEMENT is created to give effect to the intent and purpose of Chapter 2063, Texas Government Code, concerning Regional Security Operations Centers, including Sections 2063.601 through 2063.605 and authorizes RSOC Customer to participate in the RSOC operated by UT. RSOC Customer acknowledges and agrees that this Agreement is with UT and, therefore, RSOC Customer does not have privity of contract with any other UT service provider(s). The RSOC shall use reasonable efforts to provide the services (the "Services") described in the Service Description.

SECTION I – CONTRACTING PARTIES

RSOC CUSTOMER: City of New Braunfels

PERFORMING AGENCY: University of Texas at Austin

UT Contract No.: RSOC_ILC_0375

SECTION II – STATEMENT OF SERVICES TO BE PERFORMED

2.1 Effect of AGREEMENT and General Process

Per Government Code Section 2063.604, DIR and its university partner may include, but is not obligated to, provide the following security services through the RSOCs:

- (a) real-time network security monitoring to detect and respond to network security events that may jeopardize this state and the residents of this state;
- (b) alerts and guidance for defeating network security threats, including firewall configuration, installation, management, and monitoring, intelligence gathering, and protocol analysis;
- (c) immediate response to counter network security activity that exposes this state and the residents of this state to risk, including complete intrusion detection system installation, management, and monitoring for participating entities;
- (d) development, coordination, and execution of statewide cybersecurity operations to isolate, contain, and mitigate the impact of network security incidents for participating entities; and
- (e) cybersecurity educational services.

This Agreement is between UT and RSOC Customer and does not replace or supersede any other contracts for services, such as those offered by DIR. The terms of relevant DIR Shared Services Contracts, where applicable, will apply to this Agreement and will remain in full force and effect except as may be expressly modified by any amendment to the specific DIR Shared Services Contract. Such amendments will automatically apply to this Agreement with no further action by the Parties.

SECTION III – RSOC CUSTOMER PARTICIPATION

3.1 RSOC Customer Specific Requirements

RSOC Customer shall notify UT, in writing prior to execution of this Agreement, of all RSOC Customer-specific requirements (“RSOC Customer-Specific Legal Requirements”) that pertain to any part of RSOC Customer’s business that is supported by UT under this Agreement. The Parties intend that if the Parties agree such RSOC Customer-Specific Requirements will be coordinated between the Parties as part of the Services. RSOC Customer shall use commercially reasonable efforts to notify UT, in writing, of any changes to RSOC Customer-Specific Requirements that may, in any way, impact the performance, provision, receipt and use of Services. If necessary to facilitate UT compliance, RSOC Customer shall provide written interpretation to UT of any RSOC Customer-Specific Requirements. Should any RSOC Customer-Specific Requirements that are amended after the execution of this Agreement impede or otherwise impact the ability of UT to perform the services provided for herein, UT may terminate this Agreement immediately without further obligation to the RSOC Customer.

3.2 RSOC Responsibilities

The RSOC is responsible for:

- (a) security monitoring tools;
- (b) monitoring of security events;
- (c) notification of security events that require follow-up; and
- (d) reporting.

3.3 RSOC Customer Responsibilities

Where appropriate, RSOC Customer shall support the following:

- (a) Software currency standards are established for the environment. RSOC Customers are expected to remediate applications to comply with the standards.
- (b) Ensure network connectivity and sufficient bandwidth to meet RSOC Customer's needs.
- (c) Collaborate with the RSOC to establish and leverage standard, regular change windows to support changes to enterprise systems.
- (d) Allocate appropriate resources to perform the installation and support of the RSOC tools to enable RSOC to provide the services.
- (e) Coordinate with the RSOC to facilitate the uninterrupted collection of the data required for the RSOC to perform the services.
- (f) Collaborate with RSOC to develop and maintain the incident escalation matrix and make personnel available to act on a RSOC reported incident or alert.

- (g) Coordinate with the RSOC to act on planned and unplanned upgrades, maintenance, or other system changes within a mutually agreed upon timeframe.
- (h) Engage with the RSOC to act on reported incidents within a mutually agreed upon timeframe.

RSOC Customer acknowledges that any failure on its part to follow the above recommendations may place its own data and operations at risk.

3.4 RSOC Customer Equipment and Facilities

Any use by UT of RSOC Customer Equipment and/or Facilities shall be limited to the purpose of fulfilling the requirements of this Agreement. RSOC Customer will retain ownership of RSOC Customer Equipment.

3.5 Security

RSOC Customer agrees to comply with security recommendations provided by UT in connection with the Services, as communicated from time to time by UT. RSOC Customer agrees to inform UT of any RSOC Customer-specific security considerations. RSOC Customer acknowledges that any failure on its part to follow the above recommendations may place its own data and operations at risk. RSOC Customer accepts the risks and liabilities associated with failure to follow RSOC recommendations where UT and/or its service provider(s) determine that such recommendations would have prevented or mitigated an issue. UT and/or its service provider(s) accept no responsibility for the risk or liability incurred due to a RSOC Customer's decision not to follow UT's recommendations. Additionally, failure to comply with security standards, policies, and procedures may lead to the suspension or termination of the availability of certain Applications and services. UT will notify RSOC Customer of non-compliance.

SECTION IV

4.1 PRICING

The RSOC program is fully funded by the Texas Department of Information Resources (DIR) through legislative appropriations. As such, all RSOC services described in this agreement are provided to RSOC Customers free of charge, and no costs shall be incurred by the RSOC Customer for participation.

In accordance with Texas Government Code § 791.011(d)(3), each Party paying for the performance of governmental functions or services must make those payments from current revenues available to the paying Party.

In the event that legislative appropriations are reduced or eliminated such that DIR can no longer fund the RSOC program, this Agreement may be renegotiated to include a mutually agreed upon cost recovery model through an amendment to this Agreement. No charges will be made to the RSOC Customer without prior written agreement and approval from both parties.

4.2 PAYMENT FOR SERVICES

No payment is required from RSOC Customers under the current RSOC funding model. If in the future, RSOC services require a cost recovery due to a change in funding, the RSOC Customer shall not be billed or invoiced unless a new agreement is signed by both parties that outlines the scope, cost, and terms of payment.

Any future changes proposed must be reviewed and approved in writing by the RSOC Customer prior to invoicing. The Customer shall not be obligated to pay any charges that are not explicitly authorized in advance.

SECTION V – TERM AND TERMINATION OF CONTRACT AND SERVICES

5.1 Term and Termination of Agreement

The term of this Agreement shall commence upon execution of this Agreement by the last party to execute this Agreement and shall continue for an initial term of one (1) year. This Agreement shall automatically renew for successive one (1) year terms unless either Party provides notice of termination in accordance with Sections 5.2 and 6.4.

This Agreement is contingent on the continued appropriation of sufficient funds to pay the amounts specified in the RSOC Customer's Requests for Services, including the continued availability of sufficient relevant state funds if applicable. Continuation of the Agreement is also contingent on the continued statutory authority of the Parties to contract for the Services.

5.2 Termination of Services

Either Party may terminate this Agreement by giving the other Party sixty (60) calendar days' written notice in accordance with Section 6.4 of this Agreement.

SECTION VI – MISCELLANEOUS PROVISIONS

6.1 Public Information Act Requests

Under Chapter 552, Texas Government Code (the Public Information Act), information held by UT in connection with the RSOC is information collected, assembled, and maintained for UT. If RSOC Customer receives a Public Information Act request for information that RSOC Customer possesses, RSOC Customer shall respond to the request as it relates to the information held by RSOC Customer. Responses to requests for confidential information shall be handled in accordance with the provisions of the Public Information Act relating to Attorney General Decisions. Neither Party is authorized to receive or respond to Public Information Act requests on behalf of the other, but both Parties agree to inform the other Party upon receipt and prior to responding to a Public Information Act Request related to this Agreement or the services contemplated herein.

6.2 Confidential Information

Each Party shall maintain the confidentiality of information to the same extent that and with the same degree of care used to protect their own confidential information. UT acknowledges that

RSOC Customer may be legally prohibited from disclosing or allowing access to certain confidential data in its possession to any third party, including UT.

UT and RSOC Customer shall determine whether:

- (1) RSOC Customer is subject to the Family Educational Rights and Privacy Act of 1974 (FERPA) regulations at 34 Code of Federal Regulations Part 99;
- (2) RSOC Customer receives Federal tax returns or return information and must comply with the requirement of IRS Publication 1075 and Exhibit 7 to IRS Publication 1075; or
- (3) RSOC Customer is subject to any other requirements specific to the provision of Services.

The Parties shall negotiate in good faith to determine the ability of and mechanisms for UT to receive data or information protected by such regulations.

6.3 Ownership of Data

The RSOC Customer will retain full ownership of the data the RSOC Customer provides to UT. UT is permitted to use such data as necessary to perform the Services under this Agreement.

Upon termination of this Agreement, UT will make commercially reasonable efforts to remove RSOC Customer-provided data from UT's active operational systems within thirty (30) days, except where retention is required by applicable law, UT policy, security operations practices, or system backup retention schedules.

6.3.1 FERPA

This Section 6.3.1 applies only if and to the extent that the RSOC Customer provides data subject to the Family Educational Rights and Privacy Act of 1974 (FERPA). For purposes of this Agreement, UT acknowledges its obligations to comply with FERPA, including but not limited to the obligation to maintain confidentiality of student education records. If applicable, RSOC Customer may designate UT as a "School Official", as an outside service provider used by the RSOC Customer to perform institutional services, only to the extent that access to the records is required to carry out the obligations under this Agreement. The Parties understand that any unauthorized disclosure of confidential student information may violate FERPA and its implementing regulations. Disclosure of confidential student information received under this Agreement to a third party is not authorized. Upon termination of this Agreement, UT will make commercially reasonable efforts to return or remove confidential information maintained in active systems within thirty (30) days, unless retention is required by applicable law, UT policy, security operations practices, or system backup retention schedules.

6.4 Notification Information

Notice given pursuant to this Agreement shall be in writing and shall be given by United States certified or registered mail, return receipt requested, addressed to the appropriate party as set forth below:

RSOC Customer's Primary Contact for Agreement

Name:
Title:
Address:
Telephone:
Email:

UT's Primary Contact for Agreement

Name: Jeremy Carter
Title: Regional Security Operations Center Manager
Address: 1 University Station
Telephone: 512-232-6001
Email: jeremy@utexas.edu

6.5 Binding Effect

The Parties hereto bind themselves to the faithful performance of their respective obligations under this Agreement.

6.6 Amendments

This Agreement may not be amended except by written document signed by the Parties hereto or as specified within this Agreement or the attachment being amended.

6.7 Conflicts between Contracts

If the terms of this Agreement conflict with the terms of any other contract between the Parties, the terms of this Agreement shall govern with respect to RSOC Services unless the Parties expressly agree in writing that another agreement supersedes this Agreement for those Services.

6.8 Responsibilities of the Parties

The Parties shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations and with the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of the Agreement. The parties do not intend to create a joint venture. Each Party acknowledges it is not an agent, servant or employee of the other. Each Party is responsible for its own acts and deeds and for those of its agents, servants and employees. Notwithstanding the foregoing, UT will cooperate with RSOC Customer in all reasonable respects to resolve any issues pertaining to federal or state funding in connection with this Agreement. RSOC Customer shall comply with all policies, procedures, and processes as provided by UT.

In the event that RSOC Customer actions, failure to perform certain responsibilities, or requests outside the scope of Services result in direct and measurable additional costs to UT, the Parties agree to coordinate in good faith to address such costs. Any such costs will be communicated in

advance and will not be incurred without prior discussion and mutual understanding between the Parties. UT and RSOC Customer shall also coordinate and plan for situations where conflicts, delays, or competing resource demands may arise during the term of this Agreement.

6.9 Audit Rights of the State Auditor's Office

In accordance with Section 2262.154, Texas Government Code and other applicable law, the Parties acknowledge and agree that:

- (1) the state auditor, the Parties' internal auditors, and if applicable, the Office of Inspector General of RSOC Customer or their designees may conduct audits or investigations of any entity receiving funds from the state directly under the Agreement or indirectly through a subcontract under the Agreement;
- (2) that the acceptance of funds directly through this Agreement or indirectly through a subcontractor under the Agreement acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, the Parties' internal auditors, and if applicable, the Office of Inspector General of RSOC Customer or their designees to conduct audits or investigations in connection with those funds; and
- (3) that the Parties shall provide such auditors or inspectors with access to any information considered relevant by such auditors or inspectors to their investigations or audits.

6.10 General Terms

Except as expressly provided herein, no provision of this Agreement will constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies or immunities available to either Party. The failure to enforce or any delay in the enforcement of any privileges, rights, defenses, remedies, or immunities available to either Party by law will not constitute a waiver of said privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel. Except as expressly provided herein, neither Party waives any privileges, rights, defenses, remedies or immunities available to it.

This Agreement will be construed and governed by the laws of the State of Texas. Venue for any action relating to this Agreement is in Texas state courts in Austin, Travis County, Texas, or, with respect to any matter in which the federal courts have exclusive jurisdiction, the United States District Court for the Western District of Texas, Austin Division. If one or more provisions of this Agreement, or the application of any provision to any Party or circumstance, is held invalid, unenforceable, or illegal in any respect, the remainder of this Agreement and the application of the provision to other Parties or circumstances will remain valid and in full force and effect.

6.11 Liability

Neither Party shall have a duty to defend or indemnify the other Party for claims arising out of or relating to the Services, except as otherwise provided by law.

The RSOC Customer understands that, while RSOC services will likely improve and support the cybersecurity posture of the RSOC Customer, there is no guarantee provided or asserted in any way that this service can or will block all attacks or prevent all breaches. In the event of a successful attack and/or breach, the RSOC Customer understands that, based on many factors, including system settings, user behaviors, and the availability of log and other information, it may

not be possible to stop, or identify the source of, a compromise or breach. Furthermore, through this service, it may not be possible to determine the precise number of records affected in the event of a breach.

6.12 Signatory Warranty

Each signatory warrants requisite authority to execute the Agreement on behalf of the entity represented.

SECTION VII – CERTIFICATIONS

The undersigned Parties hereby certify that:

- (1) the matters specified above are necessary and essential for activities that are properly within the statutory functions and programs of the affected agencies of State Government;
- (2) this Agreement serves the interest of efficient and economical administration of State Government; and
- (3) the Services, supplies or materials in this Agreement are not required by Section 21, Article 16 of the Constitution of Texas to be supplied under contract given to the lowest responsible bidder.

IN WITNESS WHEREOF, the Parties have signed this Agreement effective on date of last signature below.

RSOC CUSTOMER: City of New Braunfels

By: _____

Printed Name:

Title:

Date:

PERFORMING AGENCY: UNIVERSITY OF TEXAS AT AUSTIN

By: _____

Printed Name:

Title:

Date: