



UNITED INDEPENDENT SCHOOL DISTRICT AGENDA ACTION ITEM

TOPIC: Approval of Interlocal Cooperation Agreement Between The United ISD and The City of Laredo for Shared Data Connectivity (Video Integration)

SUBMITTED BY: Gloria S. Rendon **OF:** Associate Superintendent for Administration

APPROVED FOR TRANSMITTAL TO SCHOOL BOARD: _____

DATE ASSIGNED FOR BOARD CONSIDERATION: September 17, 2019

RECOMMENDATION:

It is recommended that the United ISD Board of Trustees, approve the Interlocal Cooperation Agreement Between the United ISD and the City of Laredo for Shared Connectivity (Video Integration)

RATIONALE:

BUDGETARY INFORMATION:

POLICY REFERENCE & COMPLIANCE:

**INTERLOCAL COOPERATION AGREEMENT BETWEEN
THE UNITED INDEPENDENT SCHOOL DISTRICT AND
THE CITY OF LAREDO
FOR SHARED DATA CONNECTIVITY
(VIDEO INTEGRATION)**

STATE OF TEXAS §
 §
 §
COUNTY OF WEBB §

This Interlocal Cooperation Agreement (the “Agreement”) is between the City of Laredo, Texas (the “City”), a municipal corporation located in Webb County, Texas, acting through its City Council, and United Independent School District, (the “UISD”), acting through its Board of Trustees. Collectively the City and UISD, referred to as the “Parties”, or singularly as a “Party”.

RECITALS:

WHEREAS, UISD, in partnership with parents and community, provides as quality education for all students, empowering them to pursue productive and fulfilling lives in an ever-changing, interdependent world: and

WHEREAS, Chapter 791 of the Texas Government Code authorizes local governments to contract with each other to perform governmental functions or services including administrative functions normally associated with the operation of government such as purchasing necessary equipment, supplies, and services and the Parties enter into this Agreement in accordance with Chapter 791;

WHEREAS, the City, through the City of Laredo Police Department, currently possesses a dedicated network infrastructure (Real Time Crime Center) for the purpose of providing a direct connection to UISD, through their Avigilon Vide Management Platform, to allow for the video monitoring of UISD campuses, by the City of Laredo Police Department, during events of adverse circumstances.

NOW, THEREFORE, upon and for the mutual consideration stated herein, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE I DEFINITIONS

For purposes of this Agreement, each of the following terms has the meaning set forth herein unless the context clearly indicates otherwise:

- 1.1 Network: is a group of two or more computers systems linked together into a unified infrastructure, as in the City's Real Time Crime Center and UISD's Avigilon Video Management Platform (VMS).
- 1.2 Network Connectivity: describes, among other things, the process of connecting one network to another network.
- 1.3 Firewall: is a physical device through which network connectivity can be configured to block unwanted access while permitting outward communication.
- 1.4 Shared Use: means the shared use of the Network Connection between the City and UISD.
- 1.5 Commencement Date: means the date by which both the City's and UISD governing bodies approve the Agreement.
- 1.6 Effective Date: means the last date of execution of this Agreement by either Party hereof.
- 1.7 Force Majeure: means any contingency or cause beyond the reasonable control of a Party including, without limitation, acts of public enemy, war terrorist act, or threat thereof, riot, civil commotion, insurrection, government action or inaction (unless caused by the intentionally wrongful acts or omission of the Party), fires, earthquake, tornado, hurricane, explosions, floods, strikes, slowdowns or work stoppage.
- 1.8 Technology Refresh: means the repair, installation or replacement of hardware or equipment necessary to maintain the share network connection.
- 1.9 Port Number: is a way to identify a specific process of which an Internet or other network message is to be forwarded when it arrives at a server.
- 1.10 IP Address: is a unique string of numbers separated by periods that identifies each computer using the Internet Protocol to communicate over a network.
- 1.11 Video Surveillance: is any live or recorded video provided by video cameras and associated audio/video monitoring and recording software applications installed and provided in the organization.

**ARTICLE II
TERM AND TERMINATION**

- 2.1 The term of this Agreement will commence on the Effective Date and will remain in full force and effect for one year from that date. This Agreement will automatically renew for successive five one-year terms unless terminated by either Party in accordance with provisions of subsection 2.2 below. The conditions set forth below will apply to the initial term and all renewals.
- 2.2 Either Party may terminate this Agreement for convenience and without cause, by providing thirty (30) calendar days prior written notice thereof to the other party. Upon the termination or expiration of this agreement, the cost of any disconnection or removal of any equipment or disconnection of the Cameras from the City's Police Department's Real Time Crime Center video management system shall be at the sole cost of the terminating party; or, in the event there is no terminating party, all such disconnection and removal costs shall be borne solely by the City.

**ARTICLE III
CONDITIONS**

- 3.1 The City agrees to maintain the Firewall residing within the City's Network connection such that a connection can be shared between the City and UISD. Likewise, UISD will maintain the Firewall within the UISD Network to allow for the same shared connection.
- 3.2 The Shared Data Connection will be secured against all network traffic except for approved IP addressed and Port Numbers as determined and agreed upon by the head of each respective Party's IT Department.
- 3.3 The City and UISD agree to jointly maintain the shared connection only for approved activities outlined in this Agreement and as follows:
 - a. City and UISD will provide for the federation and integration of the Camera images from all UISD schools located within the City limits on the District's Avigilon Video Management Platform (VMS) in to the City's Real Time Crime Center located at the City's Police Department only for the following circumstances:
 - (1) The City's Police Department receives a call for police assistance from a UISD school;
 - (2) The City's Police Department receives a call for police assistance from any person regarding a suspected criminal activity on or around UISD school property;

- (3) An alarm of any kind (i.e. fire, burglar, or panic) was received from a UISD school;
 - (4) A human or natural hazard is reported or observed on or around school property;
 - (5) To facilitate a tactical view of a particular building due to a police response to a potentially dangerous situation
 - b. The City shall not create or retain any recordings from the UISD Cameras unless the UISD Superintendent or his/her designee consent to such retention. If the City receives a Public Information Request for any UISD digital images, the City shall immediately notify UISD and work in good faith with UISD before responding to the Public Information Request.
 - c. Live or pre-recorded videos from UISD cameras remains the sole property of UISD, and may not be stored, duplicated, or used for any purpose without the express written consent of UISD. The images created from the cameras are created for security purposes and are therefore not school records as defined by the Texas Education Code or educational records as defined by Family Educational Rights and Privacy Act ("FERPA"). Such image may, however, become student or educational records if subsequently used by UISD in a student disciplinary matter. If that is the case, UISD shall notify the City's Police Chief and the City shall erase any images that the City has retained and that have become school student or educational records, unless such images are part of an active police investigation into actual or suspected criminal activity.
- 3.4 UISD shall pay for all camera maintenance costs on UISD owned cameras at their sole expense, and this agreement does not bind UISD to maintaining any of the above-mentioned cameras pertaining to City's Real Time Crime Center.
- 3.5 The City shall bear the sole cost of any and all licenses and installation as may be required to effectuate this Agreement, including but not limited to the cost of any federation licenses, with no immediate or future costs to UISD.
- 3.6 It is agreed and understood that the City's Police Department will not be monitoring the cameras or the images therefrom on a regular or continual basis and nothing in this Agreement is intended or shall be construed requiring or authorizing the City to do so. However, the City and UISD agree that access to the shared connection may be monitored for compliance with the intent of the Agreement.
- 3.7 It is agreed and understood that the City of Laredo Police Department will not have access to UISD video archives. UISD procedures will need to be followed by the City of Laredo Police Department to obtain archival footage.

- 3.8 It is agreed and understood that all City of Laredo Police Department personnel who will have access to UISD Cameras must take part in a once a year training session pertaining to student or educational records pertaining to camera images of students.
- 3.9 The City's Police Department will have no UISD administrative rights or privileges to UISD technological systems or property.

ARTICLE IV MAINTENANCE AND REPAIRS

- 4.1 Maintenance and Repairs. Each Party will provide five (5) calendar days prior written notice to the other Party when either network will be inaccessible, except in cases of an emergency in which case each Party will attempt to provide verbal notice as soon as reasonably practicable to the other Party. In addition, the City and UISD agree that the intent of the shared connection is to enable advanced services and will be jointly maintained with no Service Level Agreement expectations. Both Parties will be held harmless in the event that the shared connection is unavailable.

ARTICLE V INDEMNIFICATION/IMMUNITY/DUTIES OR OBLIGATIONS

- 5.1 **TO THE EXTENT AUTHORIZED BY THE TEXAS CONSTITUTION AND TEXAS LAW, EACH PARTY AGREES TO RELEASE, DEFEND, INDEMNIFY, AND HOLD HARMLESS THE OTHER PARTY (AND ITS ELECTED OFFICIALS, OFFICERS, AGENTS, AND EMPLOYEES) FROM AND AGAINST ALL CLAIMS, LOSSES, DAMAGES, CAUSE OR CAUSES OF ACTIONS FOR INJURIES (INCLUDING DEATH) PROPERTY DAMAGES (INCLUDING LOSS OF USE), AND ANY OTHER LOSSES, DEMANDS, SUITS, JUDGMENTS, AND COSTS IN ANY WAY ARISING OUT OF, RELATED TO, OR RESULTING FROM THE INDEMNIFYING PARTY'S BREACH OR DEFAULT IN THE PERFORMANCE OF ANY OF ITS OBLIGATIONS UNDER THIS AGREEMENT, OR CAUSES BY THE NEGLIGENT ACTS OR OMISSIONS OF ITS RESPECTIVE ELECTED OFFICIALS, OFFICERS, AGENTS, EMPLOYEES, OR ANY OTHER THIRD PARTY FOR WHOM IT IS LEGALLY RESPONSIBLE IN CONNECTION WITH PERFORMING THIS AGREEMENT. THIS AGREEMENT AND THE INDEMNITY PROVIDED HEREIN IS NOT INTENDED TO AND WILL NOT CREATE ANY CAUSE OF ACTION FOR THE BENEFIT OF THIRD PARTIES OR ANY PERSON NOT A PARTY TO THIS AGREEMENT. THIS INDEMNITY WILL SURVIVE THE TERMINATION OR EXPIRATION OF THIS AGREEMENT.**
- 5.2 It is expressly understood and agreed that, in the execution of this Agreement, no Party waives, nor will be deemed hereby to have waived, any immunity or defense that would

otherwise be available to it against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the parties do not create any obligations, express or implied, other than those set forth herein, and this Agreement will not create any rights in third Parties not signatories hereto.

- 5.3 It is expressly understood and agreed that no special duties or obligations are intended nor shall be deemed or construed to be created by this Agreement.

ARTICLE VI MISCELLANEOUS

- 6.1 Applicable Law. This Agreement is governed by the laws of the State of Texas.
- 6.2 Entire Agreement. This Agreement, including any appendices and attachments, recitals and exhibits represents the entire and integrated Agreement between the Parties and superseded all prior proposals, negotiations, representations, agreements, arrangements or understandings either written or oral between the Parties. No verbal agreement or conversation with any officer, agent, or employee of any party before or after the execution of this Agreement will affect or modify any of the terms or obligations hereunder. The terms and conditions of this Agreement may only be amended or modified by written amendment executed by all the Parties.
- 6.3 Waiver. Failure of any Party, at any time, to enforce a provision of this Agreement, will no way constitute a waiver of that provision, nor in any way affect the validity of this Agreement, and part hereof, or the right of any Party thereafter to enforce each and every provision hereof. No term of this Agreement will be deemed waived or breach excused unless the waiver is in writing and is signed by the Party claimed to have waived. Furthermore, any consent to or waiver of a breach will not constitute consent to or waiver of or excuse of any other different or subsequent breach.
- 6.4 Legal Construction. In the event any one of more of the provisions contained in this Agreement are for any reason deemed invalid, illegal, or unenforceable by a court or other tribunal of competent jurisdiction, in any respect, this Agreement will be construed as not containing the provision and all other provisions of this Agreement which are otherwise lawful will remain in full force and effect, and to this end the provisions of this Agreement re declared severable. The Parties will use their best efforts to replace the respective provision or provision of this Agreement with legal terms and conditions approximating the original intent of the Parties as necessary.
- 6.5 Paragraph Readings. The captions, numbering, sequences, titles, paragraphs, headings, punctuations, and organization used in this Agreement are for convenience only and shall in no way define, limit, or describe the scope or intent of the Agreement or any part of it.

- 6.6 Compliance with Applicable Laws. Each party agrees to comply with all applicable local, state, and federal laws, ordinance rules and regulations.
- 6.7 Understanding Fair Construction. By execution of this Agreement, UISD and City acknowledge that they have read and understand each provision, term, and obligation contained in this Agreement. This Agreement, although drawn by one Party, shall be construed fairly and reasonably and not more strictly against the drafting party than the non-drafting party.
- 6.8 Notice. Unless otherwise specified, any notice required or permitted to be delivered hereunder will be deemed received three days thereafter sent by United States Mail, postage prepaid, certified mail, return receipt requested, addressed to the Party at the address set forth below or on the day actually received if sent by courier or otherwise hand delivered to the address:

City of Laredo: Rosario C. Cabello and Robert E. Eads
Co-Interim City Managers
City of Laredo
1110 Houston
Laredo, Texas 78040

UISD: Mr. Roberto J. Santos
Superintendent of Schools
201 Lindenwood Drive
Laredo, Texas 78045

- 6.9 Amendment. This Agreement may only be amended by written agreement of both Parties.
- 6.10 Assignment. Neither USID or City may assign this Agreement without the prior written consent of the other Party.
- 6.11 Multiple Originals. It is understood and agreed that this Agreement may be executed in a number of identical counterparts, each of which will be deemed an original for all purpose, but all of the counterparts will constitute one and the same written instrument.
- 6.12 Public Information Act. The Parties understand that the City and UISD are governed by the Texas Public Information Act, Chapter 552 of the Texas Government Code. This Agreement and all written and or digital information generated under this Agreement may be subject to release under the Act. It is agreed that all Parties to this Agreement, that the custodian of a record, for Public Information Purposes only, will be the Party that entered the data into the City's Real Time Crime Center, if applicable.

- 6.13 **Funding.** The Parties acknowledge, unless otherwise provided under this Agreement, that each shall be responsible for funding related to their part of the shared connection and that there shall be no cost shared between the Parties. In addition, the Parties acknowledge that funds for the payment for work performed by any of the Parties under this Agreement have been provided through the budget approved by the individual governing bodies for the current fiscal year only. State statutes prohibit the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. The Parties cannot guarantee the availability of funds, and enter into the Agreement only to the extent such funds are made available. The Parties acknowledge and agree that they will have no recourse against another for its failure to appropriate funds for the purposes of this Agreement in any fiscal year other than the year in which the Agreement was executed.

- 6.14. **Consent and Approval.** Unless otherwise expressly stated in the Agreement, whenever the consent approval of a Party is required prior to the action to be taken by the other Party, such consent or approval will not be unreasonably withheld, denied, or delayed.

- 6.15 **Survival of Covenants.** Any of the representations, warranties, covenants, and obligations of the Parties, as well as any rights and benefits of the Parties, pertaining to a period of time following the termination of this Agreement will survive termination.

- 6.16. **Binding Effect.** The Parties acknowledge that they have read, understand and intend to be bound by the terms and conditions of this Agreement. This Agreement will benefit and be binding upon the administration, successors, and assigns of the Parties hereto. Each Party represents that it has full capacity and authority to grant all rights and assume all obligations that are granted and assumed under this Agreement.

CITY OF LAREDO, TEXAS

 Rosario C. Cabello
 Co-Interim City Manager

Date: _____

 Robert A. Eads
 Co-Interim City Manager

Date: _____

ATTESTED:

 Jose A. Valdez, Jr.
 City Secretary

**CITY OF LAREDO POLICE
 DEPARTMENT**

 Claudio A. Trevino
 Chief of Police

Date: _____

**UNITED INDEPENDENT SCHOOL
DISTRICT**

Roberto J. Santos
Superintendent of Schools

Date: _____