

**INTERLOCAL COOPERATION CONTRACT
BETWEEN
THE UNIVERSITY OF TEXAS RIO GRANDE VALLEY
AND
CITY OF MISSION
RELATING TO THE USE OF THE UNIVERSITY OF TEXAS RIO GRANDE VALLEY
REGIONAL SECURITY OPERATIONS CENTER(RSOC)SERVICES**

THIS INTERLOCAL COOPERATION CONTRACT (ILC) is entered into by and between **[City of Mission]** and THE UNIVERSITY OF TEXAS RIO GRANDE VALLEY(UTRGV) (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 ILC is created to give effect to the intent and purpose of Chapter 2059, Texas Government Code, concerning Regional Network Security Centers, specifically sections 2059.201, 2059.202, 2059.203, 2059.204, and 2059.205 and authorizes RSOC Customer to participate in the RSOC operated by UTRGV.

RSOC Customer acknowledges and agrees that this ILC is with UTRGV and, therefore, RSOC Customer does not have privity of contract with any UTRGV 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 Mission

PERFORMING AGENCY: The University of Texas Rio Grande Valley (UTRGV)
Contract No.

SECTION II STATEMENT OF SERVICES TO BE PERFORMED 2.1 Effect of ILC and General Process

Specific services will be outlined in the statement of work which will be developed during the onboarding processes.

Per Government Code Section 2059.204, the Department of Information Resources 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.

Additional RSOC services may be offered to customers and would be listed in the scope of work or scope of work addendums as added.

This Interlocal Contract is between UTRGV 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 ILC 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 ILC with no further action by the Parties.

SECTION III RSOC CUSTOMER PARTICIPATION 3.1 RSOC Customer Specific Requirements

RSOC Customer shall notify UTRGV, in writing prior to execution of this ILC, 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 UTRGV under this ILC. The Parties intend that if the Parties agree such RSOC Customer-Specific Requirements will be identified and included in the scope of work (SOW) to RSOC Customer. RSOC Customer shall use commercially reasonable efforts to notify UTRGV, 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 UTRGV compliance, RSOC Customer shall provide written interpretation to UTRGV of any RSOC Customer-Specific Requirements. Should any Customer-Specific Requirements that are amended after the execution of this ILC impede or otherwise impact the ability of UTRGV to perform the services provided for herein, UTRGV may terminate this ILC immediately without further obligation to the Customer.

3.2 RSOC Responsibilities

The RSOC is responsible for

- (a) provide 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 in order 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 take action 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;
- (i) Participate as possible, in evaluation and continuous improvement discussions to improve offering and services; and
- (j) Participate, as possible, in area-wide activities and discussions to improve and enhance the collaboration and cooperation between and among partner organizations to improve the cybersecurity posture of the region.

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 UTRGV of RSOC Customer Equipment and/or Facilities shall be limited to the purpose of fulfilling the requirements of this ILC. RSOC Customer will retain ownership of RSOC Customer Equipment.

3.5 Security

RSOC Customer agrees to comply with security recommendations outlined in the Statement of Work (See 2.1), as amended from time to time by UTRGV. RSOC Customer agrees to inform UTRGV as to 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 related potential risks and liabilities that are created by RSOC Customer's failure to comply with the recommendations if it is determined by UTRGV and/or its service provider(s) in their sole discretion, such recommendations would have prevented an issue. UTRGV and/or service provider(s) accepts no responsibility for the risk or liability incurred due to a RSOC Customer's decision to not follow UTRGV'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. UTRGV will give the RSOC Customer notification of non-compliance.

RSOC Customer recognizes and accepts that cybersecurity, Internet, and technology related activities have inherent risks of breach, compromise, misuse, or disruptions and that no service can guarantee that a breach, compromise, misuse, disruption or similar incident will not occur.

SECTION IV 4.1 PRICING

The RSOC program is funded by DIR through legislative appropriations. Licenses and resources will be applied to RSOC Customer based on available funding and capacity. If a scenario arises where funding is impacted and the RSOC customer wishes to continue to receive the RSOC services they have subscribed to, a cost recovery model will be defined and mutually agreed to via changes to SOW.

**** Please note that not all RSOC services will have a cost associated with them or are of a very low cost so, even if funding is impacted, RSOC Partnership can continue regardless of funding from the State of Texas.**

4.2 PAYMENT FOR SERVICES

While no costs are anticipated at this time, in the event that such costs would arise, UTRGV shall invoice RSOC Customer for Services on an agreed to schedule based on an addendum to

the contract agreed to by both parties. Each invoice shall include the applicable charges for Services received from UTRGV, and all allocated charges incurred by UTRGV on behalf of RSOC Customer in accordance with this ILC.

5. 1 SECTION V TERM AND TERMINATION OF CONTRACT AND SERVICES 5.1 Term and Termination of ILC

The term of this ILC shall commence upon start of services or execution of this ILC, whichever shall come earlier, and shall terminate upon mutual agreement of the Parties. This ILC is contingent on the continued appropriation of sufficient funds to pay the amounts specified in RSOC Customer's Requests for Services, including the continued availability of sufficient relevant federal funds if applicable. Continuation of the ILC is also contingent on the continued statutory authority of the Parties to contract for the Services.

RSOC Customer shall provide at least sixty (60) days' written notice to UTRGV prior to termination. If this ILC is terminated for any reason other than change in funding for RSOC program, lack of sufficient funds, lack of statutory authority, or material breach by UTRGV, RSOC Customer shall pay UTRGV an amount sufficient to reimburse UTRGV for any termination charges and any termination assistance charges incurred as a result of such termination by RSOC Customer. This reimbursement for costs incurred by UTRGV shall be negotiated at the time of the contract termination, if any costs exist.

5.2 Termination of Services

UTRGV may terminate this ILC by giving the Customer sixty (60) calendar days written notice.

SECTION VI MISCELLANEOUS PROVISIONS 6.1 Public Information Act Requests

Under Chapter 552, Texas Government Code (the Public Information Act), information held by UTRGV in connection with the RSOC is information collected, assembled, and maintained for UTRGV. 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 ILC 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. UTRGV 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 UTRGV and that other data compliance restrictions could apply. RSOC customer further acknowledges that UTRGV will collect and use de-identified data collected in RSOC operations to build a data repository for educational and research purposes.

UTRGV and RSOC Customer shall determine whether:

- (1) RSOC Customer is subject to the Family Education 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) if RSOC Customer is subject to any other requirements specific to the provision of Services.
- (4) RSOC Customer is subject to additional data compliance regulations or restrictions requiring specialized requirements to be observed.

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

6.3 Ownership of Data

The RSOC Customer will retain full ownership of the identifiable data the RSOC Customer feeds to UTRGV as part of this agreement including all right(s), title, and interest in or to the data. UTRGV is permitted to use identifiable data as needed to perform services provided under this agreement. At termination of contract, UTRGV will destroy all identifiable data provided by RSOC Customer within 30 days of termination. UTRGV will retain all right(s), title, and interests in or to de-identifiable data collected and all work product materials related to training, education, and awareness materials developed for RSOC use.

6.3.1

For purposes of this ILC and where applicable, UTRGV hereby acknowledges its obligations to comply with the Family Educational Rights and Privacy Act of 1974 (FERPA), including but not limited to the obligation to maintain confidentiality of student education records. Where applicable, The Educational Entity hereby designates UTRGV 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 in order to carry out the obligations under this ILC. The Parties understand that any unauthorized disclosure of confidential student information is illegal as provided in FERPA and its implementing regulations. Disclosure of confidential student information received under this ILC to a third party is not authorized. Within 30 days of the effective termination of this ILC, UTRGV shall return any confidential student information or records to RSOC Customer lawfully obligated to maintain the confidentiality of such information or records.

6.4 Notification Information

Contact information for purposes of notification for each Party is set forth below.

RSOC Customer's Primary Contact for contract

Name: Mike R. Perez

Title: City Manager

Address: 1201 E. 8th Street Mission, TX 78572

Telephone: 956-580-8650

email: mrperez@missiontexas.us

UTRGV's Primary Contact for contract

Name: Kevin Crouse

Title: Chief Information Security Officer

Address: 1202 W University Drive, Edinburg, TX 78539

Telephone: 956-665-7823

Email: Kevin.Crouse@utrgv.edu

6.5 Binding Effect

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

6.6 Amendments

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

6.7 Conflicts between Agreements

If the terms of this Contract conflict with the terms of any other contract between the Parties, the most recent contract shall prevail.

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 ILC. 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, UTRGV will cooperate with RSOC Customer in all reasonable respects to resolve any issues pertaining to federal funding in connection with this ILC. RSOC Customer shall comply with all policies, procedures, and processes as provided by UTRGV.

In the event RSOC Customer actions, failure to perform certain responsibilities, or Request for Services result in financial costs to UTRGV, including interest accrued, those costs shall be the responsibility of RSOC Customer. UTRGV and RSOC Customer shall coordinate and plan for situations where conflicts, failure to perform or meet timely deadlines, or competition for resources may occur during the term of this contract.

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 Contract or indirectly through a subcontract under the Contracts;
- (2) that the acceptance of funds directly through this Contract or indirectly through a subcontractor under the Contract 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 ILC will constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies or immunities available to RSOC Customer. The failure to enforce, or any delay in the enforcement of, any privileges, rights,

defenses, remedies, or immunities available to RSOC Customer 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, UTRGV and RSOC Customer do not waive any privileges, rights, defenses, remedies, or immunities available to UTRGV or RSOC Customer.

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

6.11 Liability

UTRGV is not responsible to defend, indemnify, or hold RSOC Customer harmless for or against any actions, claims, or complaints, whether formal or informal, actual, or threatened, arising from the failure to act by indemnitor (including, without limitation, negligent or willful misconduct).

RSOC Customer is not responsible to defend, indemnify, or hold UTRGV harmless for or against any actions, claims, or complaints, whether formal or informal, actual, or threatened, arising from the failure to act by indemnitor (including, without limitation, negligent or willful misconduct).

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, log and other information availability, etc. 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 ILC 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 ILC serves the interest of efficient and economical administration of State Government; and
- (3) the Services, supplies or materials in this ILC 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 ILC effective on date of last signature below.

RECEIVING ENTITY: City of Mission

By:

Printed Name: Mike R. Perez

Title: City Manager

Date:

Signature:

PERFORMING AGENCY: UNIVERSITY OF TEXAS RIO GRANDE VALLEY

By: Alex Valdez

Printed Name: Alex Valdez

Title: UTRGV Chief Procurement Officer

Date:

Signature: