

**INTERLOCAL COOPERATION CONTRACT
BETWEEN
UNIVERSITY OF TEXAS AT AUSTIN
AND
Brazos County**

**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 Brazos County (“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 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 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: Brazos County

PERFORMING AGENCY: University of Texas at Austin

UT Contract No.: RSOC_ILC_0116

SECTION II – STATEMENT OF SERVICES TO BE PERFORMED

2.1 Effect of AGREEMENT and General Process

Per Government Code Section 2059.204, 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 identified and included in the SOW to RSOC Customer. 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 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 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.

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

3.5 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.

3.6 Security

RSOC Customer agrees to comply with security recommendations outlined in the Statement of Work, as amended from time to time by UT. RSOC Customer agrees to inform UT 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 UT and/or its service provider(s) in their sole discretion, such recommendations would have prevented 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 to not 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 give the RSOC Customer notification 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 a revised Statement of Work (SOW). 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 terminate after the expiration of one year (12 months) thereafter. Additionally, the Parties have the option to extend this Agreement for an additional 12 months after the expiration of the original term. This Agreement shall automatically renew for the 12-month renewal period unless action is taken by either party to terminate this Agreement under 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 to 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 in order 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. Within 30 days of the effective termination of this Agreement, UT will make commercially reasonable efforts to return or remove FERPA-protected data 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: Duane Peters

Title: County Judge

Address: 200 South Texas Avenue, Suite 332

Telephone: (979) 361-4102

Email: countyjudge@brazoscountytexas.gov

UT's Primary Contact for Agreement

Name: Jeremy Carter

Title: Regional Security Operations Center Manager

Address: 1 University Station

Telephone: 512-475-9242

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 reasonably comply with all policies, procedures, and processes as provided by UT.

In the event RSOC Customer's actions, failure to perform certain responsibilities, or Request for Services result in financial costs to UT, including interest accrued, those costs shall be the responsibility of RSOC Customer. UT 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 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 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, RSOC Customer does not waive any privileges, rights, defenses, remedies or immunities available to RSOC Customer.

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 federal courts for Travis County, Texas. 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

UT shall have no duty to defend or indemnify RSOC Customer for claims arising out of or relating to the Services, except as otherwise provided by law.

RSOC Customer is not responsible to defend, indemnify, or hold UT 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 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 State or local governmental agencies or entities;
- (2) this Agreement serves the interest of efficient and economical administration of State and local 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: Brazos County

By:
Printed Name:
Title:
Date:
Signature:

PERFORMING AGENCY: UNIVERSITY OF TEXAS AT AUSTIN

By:
Printed Name:
Title:
Date:
Signature: