

STATE OF TEXAS §

CITY OF LA PORTE §

INTERLOCAL AGREEMENT FOR SHARING COMPUTER-AIDED DISPATCH DATA WITH TXDOT

This INTERLOCAL AGREEMENT is entered into between the Texas Department of Transportation (“**TxDOT**”) and {City of La Porte} (“**Local Government**”).

Background

Chapter 791 and Texas Transportation Code Section 201.209 authorizes TxDOT and one or more local governments contract for the provision of a governmental function or service that each party is authorized to perform individually.

Sharing of near real-time computer-aided dispatch data (“**CAD Data**”) with TxDOT should result in better overall traffic incident management (“**TIM**”) by allowing faster incident assessment, response identification, and responder coordination in order to more rapidly clear a traffic incident.

TxDOT desires that Local Government provide CAD Data to TxDOT so TxDOT might better its response traffic incidents.

Therefore, TxDOT and Local Government agree as follows:

Agreement

1. SCOPE

1.1 Responsibilities of Local Government

- (a) Local Government shall develop its own or install TxDOT-developed scripts to allow for the transmission of CAD Data to TxDOT’s system.
- (b) Local Government shall identify roadway-related incident types for TxDOT for inclusion in the CAD Data transmission.
- (c) Local Government shall transmit the following CAD Data elements or equivalents to TxDOT to be used for detecting, monitoring, and managing traffic incidents, as well as to assist in analyzing traffic operations:
 - (1) Incident ID Number
 - (2) Incident Type
 - (3) Incident Location
 - (4) Incident Latitude and Longitude Coordinates (if available)
 - (5) Incident Call Received Time
 - (6) Unit Dispatched Time
 - (7) Unit Arrival Time
 - (8) Incident Cleared Time
 - (9) Incident Case ID (if available)

- (d) Local Government shall transmit select CAD data to TxDOT at 1- to 2-minute intervals, with updated incident data provided for active events.
- (e) Local Government is identified as the owner of the CAD Data used to transmit TIM information to emergency response personnel during a traffic incident. Local Government grants TxDOT the right to receive, use, and retain Local Government's CAD Data to assist in TxDOT's TIM efforts that are coordinated in a TxDOT Traffic Management Center ("TMC").
- (f) Local Government shall notify TxDOT if Local Government needs to temporarily or permanently cease transmission of data to TxDOT.
- (g) Local Government shall notify TxDOT in the event of a system breach that may result in a breach or intrusion of the receiving systems.

1.2 Responsibilities of TxDOT

- (a) TxDOT will not ask for data deemed "sensitive" according to Criminal Justice Information System ("CJIS") requirements. TxDOT will delete any sensitive data it inadvertently receives upon discovery.
- (b) Data received will be displayed on an internal Houston TranStar website for use by TxDOT and other responding agencies for detecting incidents, monitoring the progress of incidents, coordinating incident response with other incident responders, and the performance measurement of incident management activities.
- (c) TxDOT will store CAD Data received from the Local Government at Houston TranStar.
- (d) Information in TxDOT's possession is subject to the Texas Public Information Act, Chapter 552 of the Texas Government Code ("**the Act**"). If TxDOT receives an open records request seeking disclosure of information provided by Local Government, both parties shall comply with the Act and any other public records laws of the State of Texas. TxDOT will notify Local Government of the request as required by the Act so that Local Government may submit arguments for withholding the information from disclosure.
- (e) All databases, websites, and information display portals must be secure, only accessible to TxDOT and other responding agencies, and inaccessible to the general public.
- (f) TxDOT will notify the Local Government in the event of a system breach and cease system operations until the breach has been remediated.
- (g) TxDOT will use these data to detect incidents on its freeway systems, monitor traffic incident response, and measure traffic performance during incidents.

2. PAYMENT

No payments are to be made by either party under this agreement. Each party is fairly compensated by the considerations it receives under the agreement (e.g., TxDOT might clear traffic incidents earlier, Local Government can respond more effectively).

3. TERM

This agreement will become effective when all parties have signed it. The date of the agreement will be the date this agreement is signed by the last party to sign it (as indicated by the date associated with that party's signature). This agreement will terminate five years from the date of the agreement unless otherwise terminated.

4. TERMINATION

This agreement terminates on the first occurrence of one or more of the following: (1) the end of the agreement term, (2) all obligations contained in this agreement have been satisfactorily completed, (3) mutual written agreement to terminate, or (4) 30 days following notice of one party to the other party.

5. AMENDMENTS

This agreement may only be amended by written agreement executed by both parties before the agreement is terminated.

6. REMEDIES

This agreement does not specify the exclusive remedy for any default. Either party may avail itself of any remedy existing at law or in equity, and all remedies will be cumulative.

7. NOTICES

All notices to either party must be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to that party at the following address:

Local Government	TxDOT
City of La Porte, Police Department ATTN: Interim Chief 3001 N. 23 rd Street LA Porte, TX 77571	Texas Department of Transportation ATTN: Houston District Engineer 7600 Washington Avenue Houston, TX 77007

All notices will be deemed given on the date delivered in person or deposited in the mail, unless otherwise provided by this agreement. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that notices be delivered personally or by certified U.S. mail, and the other party shall comply with that request.

8. LEGAL CONSTRUCTION

If one or more of the provisions contained in this agreement is for any reason held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability does not affect any other provisions and this agreement is to be construed as if it did not contain the invalid, illegal, or unenforceable provision.

9. RESPONSIBILITIES OF THE PARTIES

Neither party is an agent, servant, or employee of the other party, and each party is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

10. COMPLIANCE WITH LAWS

The parties shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this agreement.

11. SOLE AGREEMENT

This agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings or written or oral agreements respecting the agreement’s subject matter.

12. SIGNATORY WARRANTY

Each signatory warrants that the signatory has necessary authority to execute this Agreement on behalf of the entity represented.

[SIGNATURE PAGE FOLLOWS]

Each party is signing this agreement on the date stated opposite that party's signature.

Local Government

Date: February 6, 2024

By: _____
signature

typed or printed name

typed or printed title

Texas Department of Transportation

Date: _____

By: _____
signature

Eliza C. Paul, P.E.

typed or printed name

TxDOT - Houston District Engineer

typed or printed title