

**AMENDMENT TWO TO INTERLOCAL COOPERATION AGREEMENT FOR
SUSTAINMENT FUNDING FOR THE
AUSTIN REGIONAL INTELLIGENCE CENTER (ARIC)**

This Amendment Two to the Interlocal Cooperation Agreement for Sustainment Funding for the Austin Regional Intelligence Center (ARIC) is made and entered by and between the following parties:

City of Austin on behalf of its Police Department,
Austin Independent School District on behalf of its Police Department,
City of Georgetown on behalf of its Police Department,
Hays County through Hays County Sheriff's Office,
City of Pflugerville on behalf of its Police Department,
City of Round Rock on behalf of its Police Department,
City of San Marcos on behalf of its Police Department,
Travis County through Travis County Sheriff's Office,
University of Texas on behalf of its Police Department,
Williamson County through Williamson County Sheriff's Office,
Austin Community College on behalf of its Police Department,
Texas State University on behalf of its Police Department,
City of Cedar Park on behalf of its Police Department,
Pflugerville Independent School District on behalf of its Police Department,
City of Kyle on behalf of its Police Department, and
City of Buda on behalf of its Police Department.
(Collectively referred to as the "Current Partner Agencies" in this Amendment)

And

City of Sunset Valley on behalf of its Police Department,
City of Manor on behalf of its Police Department,
City of Bastrop on behalf of its Police Department.
(Collectively referred to as the "New Partner Agencies" in this Amendment).

Collectively, the Current Partner Agencies and the New Partner Agencies are referred to as “Partner Agencies.”

RECITALS

The ARIC is a collaborative effort of public safety agencies in Hays, Travis and Williamson Counties. Current Partner Agencies work together to provide resources, expertise, and information to the Center. ARIC focuses on regional public safety data analysis. The mission of ARIC is to maximize the ability to detect, prevent, apprehend, and respond to criminal and terrorist activity.

During the summer and fall of 2010, each of the original 10 Partner Agencies’ governing bodies (“Original Partner Agencies”) approved an interlocal cooperation agreement that established and outlined the intent of the Original Partner Agencies to centralize efforts and co-locate certain intelligence operations (Original ARIC Agreement). Further, the Original ARIC Agreement established a framework for the organization of the ARIC. The Original ARIC Agreement set out a common understanding of the policies and procedures that the ARIC currently follows in providing criminal intelligence and coordination of law enforcement service to the citizens in the Austin-Round Rock metropolitan area.

During the summer and fall of 2012, each of the Original Partner Agencies’ governing bodies approved a second interlocal cooperation agreement that established a funding mechanism to sustain the operations of ARIC (ARIC Sustainment Funding Agreement).

Section XIII of the Original ARIC Agreement and section seven of the ARIC Sustainment Funding Agreement permit those agreements to be amended to add additional partner agencies. Upon approval of an amendment adding a new partner agency or agencies by the Partner Agencies’ governing bodies, each New Partner Agency must execute a Counterpart Original ARIC Agreement and a Counterpart ARIC Sustainment Funding Agreement.

The two purposes of this Amendment Two to the ARIC Sustainment Funding Agreement are to add the New Partner Agencies to the ARIC Sustainment Funding Agreement and to authorize the City of Austin to enter into separate collateral agreements with non-governmental entities, as necessary, to provide these non-governmental entities with obligations and benefits equivalent to Partner Agencies.

Legal authority for amending and entering into these agreements by the Current Partner Agencies and New Partner Agencies is found in the Interlocal Cooperation Act, Texas Government Code Chapter 791 and the Interagency Cooperation Act, Texas Government Code Chapter 771.

NOW, THEREFORE, the New Partner Agencies agree to adopt and be bound by the ARIC Sustainment Funding Agreement as amended by Amendment One. A copy of the fully executed ARIC Sustainment Funding Agreement is attached to this Amendment, and a single executed counterpart copy of Amendment One, which was executed in multiple counterparts, is also attached to this Amendment.

The Partner Agencies all agree to amend the ARIC Sustainment Funding Agreement as amended by Amendment One as follows:

AMENDMENT TO ARIC SUSTAINMENT FUNDING AGREEMENT

1.0 LIST OF PARTIES

The list of parties at the beginning of the ARIC Sustainment Funding Agreement is deleted and the following is substituted in its place:

This Interlocal Cooperation Agreement (the Agreement) is made and entered by and between City of Austin on behalf of its Police Department, Austin Independent School District on behalf of its Police Department, City of Georgetown on behalf of its Police Department, Hays County through Hays County Sheriff's Office, City of Pflugerville on behalf of its Police Department, City of Round Rock on behalf of its Police Department, City of San Marcos on behalf of its Police Department, Travis County through Travis County Sheriff's Office, University of Texas on behalf of its Police Department, Williamson County through Williamson County Sheriff's Office, Austin Community College on behalf of its Police Department, Texas State University

on behalf of its Police Department, City of Cedar Park on behalf of its Police Department, Pflugerville Independent School District on behalf of its Police Department, City of Kyle on behalf of its Police Department, City of Buda on behalf of its Police Department, City of Sunset Valley on behalf of its Police Department, City of Manor on behalf of its Police Department, and the City of Bastrop on behalf of its Police Department.

2.0 AMENDMENT TO SECTION 7

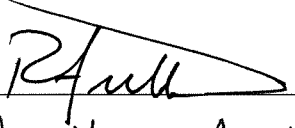
Section 7 of the ARIC Sustainment Funding Agreement is amended by adding subsection C to read as follows:

C. The City of Austin is authorized to enter into separate collateral agreements, as necessary, to allow agencies that are not state agencies, local governments, or other agencies that are authorized to contract with each other under Chapters 771 and 791 of the Government Code (non-governmental agencies) to assume obligations and receive benefits equivalent to Partner Agencies (Partner Equivalent Agencies). To qualify for consideration to become a Partner Equivalent Agency, a non-governmental agency must utilize a full-service law enforcement component that employs police officers licensed by the State of Texas and vested with full law enforcement powers and responsibilities. Before any non-governmental agency becomes a Partner Equivalent Agency, that non-governmental agency must first be agreed upon by a majority of the Executive Board, with approval by the Chair. Upon approval by the Executive Board and Chair, the approved non-governmental agency is recommended to the City of Austin City Council which must approve each agreement before any approved non-governmental agency seeking to become a Partner Equivalent Agency may be offered an agreement to become a Partner Equivalent Agency. Such an agreement must include the same terms of understanding contained in the ARIC Sustainment Funding Agreement in substantially the same format as the ARIC Sustainment Funding Agreement. (Partner Equivalent Agency Funding Agreement). To complete the transaction, the approved non-governmental agency and the City of Austin must execute the Partner Equivalent Agency Funding Agreement.

3.0 EFFECTIVE DATE OF THIS AMENDMENT.

This Amendment is effective when it has been approved by the governing body of each and every Partner Agency and executed by their authorized representatives.

CITY OF AUSTIN on behalf of its POLICE DEPARTMENT

By:  Date: 2/21/17
Rey Arellano, Assistant City Manager

**AUSTIN INDEPENDENT SCHOOL DISTRICT on behalf of its POLICE
DEPARTMENT**

By: _____ Date: _____

CITY OF GEORGETOWN on behalf of its POLICE DEPARTMENT

By: _____ Date: _____

HAYS COUNTY through the HAYS COUNTY SHERIFF'S OFFICE

By: _____ Date: _____

CITY OF ROUND ROCK on behalf of its POLICE DEPARTMENT

By: _____ Date: _____

CITY OF SAN MARCOS on behalf of its POLICE DEPARTMENT

By: _____ Date: _____

TRAVIS COUNTY through the TRAVIS COUNTY SHERIFF'S OFFICE

By: _____ Date: _____

UNIVERSITY OF TEXAS on behalf of its POLICE DEPARTMENT

By: _____ Date: _____

WILLIAMSON COUNTY through the WILLIAMSON COUNTY SHERIFF'S OFFICE

By: _____ Date: _____

CITY OF PFLUGERVILLE on behalf of its POLICE DEPARTMENT

By: _____ Date: _____

AUSTIN COMMUNITY COLLEGE on behalf of its POLICE DEPARTMENT

By: _____ Date: _____

TEXAS STATE UNIVERSITY on behalf of its POLICE DEPARTMENT

By: _____ Date: _____

CITY OF CEDAR PARK on behalf of its POLICE DEPARTMENT

By: _____ Date: _____

PFLUGERVILLE INDEPENDENT SCHOOL DISTRICT on behalf of its POLICE DEPARTMENT

By: _____ Date: _____

CITY OF KYLE on behalf of its POLICE DEPARTMENT

By: _____ Date: _____

CITY OF BUDA on behalf of its POLICE DEPARTMENT

By: _____ Date: _____

CITY OF SUNSET VALLEY on behalf of its POLICE DEPARTMENT

By: _____ Date: _____

CITY OF MANOR on behalf of its POLICE DEPARTMENT

By: _____ Date: _____

CITY OF BASTROP on behalf of its POLICE DEPARTMENT

By: _____ Date: _____
