

City of Austin Open311 Application Programming Interface Terms of Service

To Application Developer:

General Information

The Open311 API (Application Programming Interface) allows the public access to specific types of service request data via Austin 311 for the City of Austin. Open311 is part of the City's effort to expand transparency in government, and to support the access of data for use in accordance with these terms of service.

Interested API developers should submit a request for an Open 311 API key and agree to the terms of service that are described below.

Approved API developer key users will be permitted to also submit service requests to the City of Austin through this same portal for selected issues as designated by the City of Austin. The service request requirements will be set to ensure consistent and adequate information is provided to our departments in order to act upon the supplied information in a timely manner consistent with any other input channel for these requests. This effort is in support of expanding options for our citizens to provide input and feedback to the City of Austin.

Open311 Technical and Operational Requirements

1. Data inputs must be properly formatted according to the Open311 API specification (GeoReportV2).
2. 3rd party application developers must provide a 1 to 1 translation for all submitted service code arguments (service request fields) as defined by the Open311 API specification.
3. Data accuracy will be verified to ensure that data inputs for posted service requests are properly formatted and accurate in the City's CRM (Customer Relation Management) application.
4. Responses from the Open311 API may be verified to ensure they are accurate and properly formatted in your application.
5. All required fields and information messages as specified in the Service Definition for each service code (service request type) must be displayed in the API developer's application.

Open 311API Terms of Service

1. Legally Binding Agreement. These Terms of Service ("TOS") govern your participation in the Open311 Application Programming Interface ("API") and your use of API services provided by the City of Austin ("City") and data transmitted over such API services (collectively "API Services and Data"). You understand

and agree that these TOS constitute a legally binding agreement between you and the City. You represent that you have full authority to accept these TOS. If you are accepting on behalf of your employer or another entity, you represent that you have full authority to bind your employer or such other entity to the TOS.

2. In these TOS, "You" or "Your" refers to any individual or entity that uses or seeks to use the API Services and Data.

APPLICATION PROCESS

3. In order to write data to Austin's Open311 system, you must complete the City of Austin's online Open311 API Key Application Form to request an API key. By submitting this form to the City, you agree to comply with the TOS. Once You have submitted Your completed form, You will automatically receive an API key for the Test API system. You may use this to develop Your application. An API key may not be required query data. Nevertheless, any and all use of the API is subject to these TOS even if an API key is not required.
4. Once You successfully integrate Your application with Austin's Test Open311 system, You may request an API key for the Production system. The City will review Your application to ensure compliance with the API Terms of Service and that Your application meets or exceeds the City's published technical and operational requirements. The City, in its sole and complete discretion, may give You an API key and access to the API. The City has complete discretion to determine whether or not to approve Your application and to place any conditions or restrictions that it deems appropriate on the approval of Your application.
5. Final approval of Your application is subject to your development of, and compliance with, a privacy policy, including clear and conspicuous disclosure to users of any practice whereby You or a third party collect or use personally identifiable information from users. In addition, You agree to comply with all applicable laws relating to the collection of personally identifiable information from visitors/users. Any violation of these requirements or failure to comply with Your privacy policy constitutes a violation of these TOS and is grounds for immediate termination of all access privileges to the API Services and Data.
6. Access privileges to API Services and Data and the API Production Environment are granted at the sole discretion of the City and the City may restrict or terminate Your access privileges to API Services and Data and the API Production Environment at any time without written notice.

CITY POLICIES AND REQUIREMENTS REGARDING USE OF API SERVICES

7. Your usage of the API Services and Data and API Production Environment is currently not limited, but will be monitored. Excessive usage, in the sole and complete discretion of the City, may be grounds for imposing usage caps or for termination of service. If You plan to make heavy use of the API Services, please notify the City prior to such use by emailing open311developers@austintexas.gov. The City, in its complete discretion, may allow You to avoid limitations on usage of the API Services.
8. The City does not disclose detailed logs or other information regarding API usage except in cases where we have obtained your permission, disclosure is required by a court of competent jurisdiction or disclosure is required by law. The City reserves the right to track and publish aggregate statistics on usage per application.
9. When using the API, attribution of the City as the API source is appreciated but not required.
10. The City does not endorse or recommend for public use any specific application developed for this API, and any statements implying or claiming that the City has made such an endorsement are strictly prohibited.
11. Any practice whereby information that is intended to be transmitted directly between the mobile application user and the City is manipulated, edited, redacted or otherwise processed by the application, such that the content or meaning of the information is altered, must be disclosed to this user in a clear and conspicuous manner.
12. This API may be used only by means of an access key provided by the City to authorized users who agree to comply with these terms of service. Sharing, distribution, or any other intentional or unintentional disclosure of API keys to unauthorized users is not permitted and constitutes a violation of these TOS.
13. You agree to comply with, and use all means available to assist the City in complying with, state and local public information laws.
14. Any activity that exceeds Your authorized access privileges to City API Services and Data is strictly prohibited.

CONSEQUENCES OF VIOLATING THE TERMS OF SERVICE

15. You have a continuing obligation to comply with the TOS. Any violation of the TOS may, in the City's sole and complete discretion, result in the immediate invalidation of Your API key and termination of all access privileges to API Services and Data without written notice.

EXCLUSION OF WARRANTIES

16. The City does not guarantee the accuracy, completeness or availability of the API Services and Data. You understand and agree that Your use of the API Services and Data is at Your sole risk and that the API Services and Data are made available on an “as is” and “as available” basis without any warranties of any kind, whether express or implied, including without limitation implied warranties of merchantability, fitness for a particular purpose, and non-infringement. Should there be an error, inaccuracy or other defect in the API Services and Data, You assume the full cost of correcting any such error, inaccuracy or defect. No advice or information, whether oral or written, obtained by You from the City or through or from the API Services or Data will create any warranty not expressly stated in these TOS.

LIMITATION OF LIABILITY AND INDEMNITY

17. In no event shall the City be liable for any direct, indirect, incidental, consequential or special damages (including without limitation, loss of use, time or data, inconvenience, commercial loss, lost profits or savings, or the cost of computer equipment and software), to the full extent that such may be disclaimed by law, or for any claim against You by any third party. In no event shall the City be liable for any claim, including claims by third parties, for loss or damages arising from Your use of the API Services and Data.
18. To the fullest extent permitted by law, You shall indemnify, defend, and save harmless the City, from any claim, loss, damage, injury or liability of any kind, nature and description (including, without limitation, incidental and consequential damages, court costs, dispute resolution fees, attorney’s fees and costs of investigation), that arise directly or indirectly, in whole or in part, from Your use of the API Services and Data. In addition to Your obligation to indemnify the City, You specifically acknowledge and agree that You have an immediate and independent obligation to defend the City from any claim which actually or potentially falls within this indemnification provision, even if the allegations are or may be groundless, false or fraudulent, which obligation arises at the time such claim is tendered to You by the City and continues at all times thereafter.

GENERAL PROVISIONS

19. The City retains the right to modify these TOS at any time by posting such modifications on this page. Any modification is effective upon posting, unless otherwise indicated. The City will make every attempt to provide reasonable advance notice of any such changes to developers who have been granted access to API Services and Data. Notice will be provided to the current email address provided by the developer in the online Open311 API Key Application Form. For this reason, developers are required to provide current contact information to the City and to update any information that changes.

20. These Terms of Use shall be governed by and interpreted under the laws of the State of Texas without regard to conflict of laws provisions. Any dispute arising out of these TOS shall be subject to the exclusive venue of the state and federal courts in Travis County, Texas, and You consent to the venue and jurisdiction of such courts.
21. No modification to the terms and obligations of these TOS, nor any waiver of any rights, shall be effective except by an instrument in writing signed by You and the City, and the waiver of any breach or default shall not constitute a waiver of any other right hereunder or any subsequent breach or default.
22. These TOS contain the entire agreement and understanding between You and the City with respect to the subject matter hereof and completely replace and supersede all prior agreements, understanding and representations. In no event will any additional terms or conditions be effective unless expressly accepted by the City in writing.
23. If any provision of these TOS is held to be invalid by a court of competent jurisdiction, then the remaining provisions will nevertheless remain in full force and effect.
24. You agree that, if the City does not exercise or enforce any legal right or remedy contained in these TOS (or that the City has the benefit of under any applicable law), this will not be taken to be a formal waiver of the City's rights and that those rights or remedies will still be available to the City. Any waiver of any provision of these TOS will be effective only if the City expressly states in a signed writing that it is waiving a specified provision.
25. You agree that assignment or transfer of any interest that you may have under this Agreement is not permitted unless you have made a written request for permission from the City and the City provides written permission to You before the proposed assignment or transfer.
26. All provisions of this Agreement that impose continuing obligations on the parties, including but not limited to indemnity and compliance with laws shall survive the expiration or termination of this Agreement.