

REGULAR AGENDA**AGENDA ITEM 9**

Consider approving a contract with the Office of the Attorney General regarding access to certain District Clerk database information.

Moved: **Judge Doerfler**

Seconded: **Commissioner Limmer**

Motion: To approve a contract with Office of the Attorney General regarding access to certain District Clerk database information.

Vote: 4 - 0

< Attachment >



**State of Texas
CONTRACT FOR SERVICES**

CONTRACT NO. 02-C0014

1 INTRODUCTION

The Office of the Attorney General (hereinafter referred to as OAG) and Williamson County, Texas (hereinafter referred to as County) hereby enter into a contract to access certain databases for the purpose of locating non-custodial parents, a Title IV-D function. This Contract is authorized by § 231.002(c) of the Texas Family Code.

2 SPECIFICATIONS

2.1 CONTRACT TERM

This Contract is effective on October 1, 2001 and shall terminate on August 31, 2003, unless terminated earlier pursuant to the Termination of Contract section below.

2.2 COUNTY OBLIGATIONS

2.2.1 County shall provide OAG Child Support Unit 703 located in Austin, Texas unlimited inquiry access, through an internet Telnet connection, for one concurrent user to its Imaged Documents system and to information available on its Child Support and Case Subsystem menu options.

2.2.2 County shall provide maintenance and support of the database software residing on the County system.

2.2.3 County shall provide training for up to three (3) OAG personnel on how to access and use the Imaged Documents system and the information available on its Child Support and Case Subsystem menu options.

2.3 OAG OBLIGATIONS

- 2.3.1 OAG staff granted access to the County provided databases through user IDs/passwords assigned by the County shall ensure that the user IDs/passwords are kept secure and not provided to any other person in accordance with OAG policy regarding system access and safeguarding of passwords.
- 2.3.2 OAG shall purchase appropriate terminal emulation and document imaging view station software to be installed on an OAG personal computer located at Child Support Unit 703. OAG is responsible for all costs associated with the purchase and installation of such software.
- 2.3.3 OAG shall pay County a one-time fee for the right of one concurrent user to use the Informix/Ardent/IBM database access software (uniVerse) installed on the County's automated system. The fee amount is set forth below in Section 3.3.3 of this Contract. Should OAG request, and County allow, OAG additional concurrent inquiry access to County's Imaged Documents system and to information available on County's Child Support and Case Subsystem menu options, OAG shall pay County an additional one-time fee for each additional concurrent user. During the term of this Contract the amount set forth below in Section 3.3.3 of this Contract shall be the amount used for the one-time fee due County for each additional concurrent user. This Subsection 2.3.3 shall survive the termination of this Contract; said termination occurring for any reason.
- 2.3.4 OAG shall pay County an annual fee for County provided maintenance and support of the Informix/Ardent/IBM database access software (uniVerse) residing on the County system. The payment will be in accordance with the provisions listed below in Section 3.3.2 of this Contract.
- 2.3.5 OAG shall pay County a monthly fee for each month that County provides OAG with unlimited inquiry access, through an internet Telnet connection, to its Imaged Documents system and to information available on its Child Support and Case Subsystem menu options. The payment will be in accordance with the provisions listed below in Section 3.3.4 of this Contract.

3 GENERAL REQUIREMENTS

3.1 WRITTEN NOTICE DELIVERY

- 3.1.1 Any notice required or permitted to be given under this Contract by one party to the other party shall be in writing and shall be addressed to the receiving party at the address hereinafter specified. The notice shall be deemed to have been given immediately if delivered in person to the recipient's address hereinafter specified. It shall be deemed to have been given on the date of certified receipt if placed in the

United States Mail, postage prepaid, by registered or certified mail with return receipt requested, addressed to the receiving party at the address hereinafter specified.

3.1.2 County

The address of the County for all purposes under this Contract and for all notices hereunder shall be:

The Honorable Bonnie Wolbrueck (or her successor in office)
District Clerk
P.O. Box 24
Georgetown, Texas 78627

3.1.3 OAG

The address of the OAG for all purposes under this Contract and for all notices hereunder shall be:

Cynthia Bryant (or her successor in office)
Deputy Attorney General for Child Support
Office of the Attorney General
P.O. Box 12017 (Mail Code 033)
Austin, Texas 78711-2017

with copies to (registered or certified mail with return receipt is not required for copies):

Kathy Shafer (or her successor in office)
Deputy General Counsel
Child Support Division
Office of the Attorney General
P. O. Box 12017
Austin, Texas 78711-2017

3.2 LIAISON

County and OAG each agree to maintain specifically identified liaison personnel for their mutual benefit during the term of the Contract. The liaison(s) named by County shall serve as the initial point(s) of contact for any inquiries made pursuant to this Contract by OAG and respond to any such inquiries by OAG. The liaison(s) named by OAG shall serve as the initial point(s) of contact for any inquiries made pursuant to this Contract by County and respond to any such inquiries by County. The liaison(s) shall be named in writing at the time of the execution of this Contract. Subsequent changes in liaison personnel shall be communicated by the respective parties in writing.

3.3 PAYMENT

- 3.3.1 County, except as may be provided otherwise in this Section 3.3, shall bill OAG monthly for the services provided by County under this Contract during the preceding month. County shall submit invoices during the first week of each month to:

Jess Gonzalez, mail code 058-4
Office of the Attorney General
P.O. Box 12017
Austin, Texas 78711-2017

The invoice shall contain reasonable information explaining the services provided and shall be submitted in the manner and/or form reasonably specified by the OAG. The OAG shall process a properly prepared invoice for payment in accordance with the State procedures for issuing State payments and the Texas Prompt Payment Act.

- 3.3.2 OAG shall pay County an annual fee for County provided maintenance and support of the Informix/Ardent/IBM database access software (uniVerse) residing on the County system. The fee is equal to Seventy-Two and 00/100 Dollars (\$72.00) (or a proportionate amount for any partial twelve (12) month period) per concurrent user authorized to access the County provided databases. The first invoice submitted by County under this Contract shall bill for the total contract amount (One Hundred Thirty-Eight and 00/100 Dollars (\$138.00)) due the County under this Subsection. Should this Contract terminate sooner than the termination date set forth in the Contract Term section above, County shall pay OAG a pro rata refund of the maintenance and support fee for the unexpired portion of the contract term. County shall make this payment within thirty (30) calendar days of the date the Contract was terminated.
- 3.3.3 OAG shall pay County a one-time fee for the right to use the Informix/Ardent/IBM database access software (uniVerse) installed on the County's automated system. The fee amount is equal to Four Hundred Forty-Five and 00/100 Dollars (\$445.00). The first invoice submitted by County under this Contract shall bill for the total amount (Four Hundred Forty-Five and 00/100 Dollars (\$445.00)) due the County, at the time of execution of this Contract, under this Subsection.
- 3.3.4 OAG shall pay County a monthly fee of Three Hundred and 00/100 Dollars (\$300.00) for each month that County provides OAG with unlimited inquiry access, through an internet Telnet connection, to its Imaged Documents system and to information available on its Child Support and Case Subsystem menu options. County may bill OAG the first week of March and the first week of September for the amount due for access provided during the preceding six (6) months.

- 3.3.5 Notwithstanding any other provision of this Contract, the cumulative liability of the OAG to County hereunder shall not exceed the sum of Seven Thousand Five Hundred and 00/100 Dollars (\$7,500.00).

4 TERMS AND CONDITIONS

4.1 NEWS RELEASES OR PRONOUNCEMENTS

News releases, advertisements, publications, declarations and any other pronouncements by the County pertaining to this transaction and using any means or media mentioning this transaction must be approved in writing by OAG prior to public dissemination.

4.2 TERMINATION OF THE CONTRACT

4.2.1 Termination

Either party shall have the right in each party's sole discretion and at its sole option to terminate this Contract by giving the other party thirty (30) days written notice of its intention to terminate. Exercise by either party of its right to terminate the Contract does not relieve any party of its obligations under this Contract prior to the termination.

4.2.2 Change in Federal or State Requirements

If federal or state laws or regulations or other federal or state requirements are amended or judicially interpreted so that either party cannot reasonably fulfill this Contract and if the parties can not agree to an amendment that would enable substantial continuation of the Contract, the parties shall be discharged from any further obligations under this Contract.

4.3 DISPUTE RESOLUTION PROCESS FOR COUNTY BREACH OF CONTRACT CLAIM

- 4.3.1 The dispute resolution process provided for in Chapter 2260 of the Government Code shall be used, as further described herein, by the OAG and the County to attempt to resolve any claim for breach of contract made by the County.

- 4.3.2 A County claim for breach of this Contract that the parties cannot resolve in the ordinary course of business shall be submitted to the negotiation process provided in Chapter 2260, subchapter B, of the Government Code. To initiate the process, County shall submit written notice, as required by subchapter B, to the Deputy Attorney General for Child Support, Office of the Attorney General, P.O. Box 12017 (Mail Code 033), Austin, Texas 78711-2017. Said notice shall specifically state that the provisions of Chapter 2260, subchapter B, are being invoked. A copy of the notice shall also be given to all other representatives of the OAG and the County

otherwise entitled to notice under this Contract. Compliance by the County with subchapter B is a condition precedent to the filing of a contested case proceeding under Chapter 2260, subchapter C, of the Government Code.

- 4.3.3 The contested case process provided in Chapter 2260, subchapter C, of the Government Code is the County's sole and exclusive process for seeking a remedy for any and all alleged breaches of contract by the OAG if the parties are unable to resolve their disputes under the immediately preceding subsection.
- 4.3.4 Compliance with the contested case process provided in subchapter C is a condition precedent to seeking consent to sue from the Legislature under Chapter 107 of the Civil Practices and Remedies Code. Neither the execution of this Contract by the OAG nor any other conduct of any representative of the OAG relating to the Contract shall be considered a waiver of sovereign immunity to suit.
- 4.3.5 The submission, processing and resolution of the County's claim is governed by the published rules adopted by the OAG pursuant to Chapter 2260, as currently effective, hereafter enacted or subsequently amended.
- 4.3.6 Neither the occurrence of an event nor the pendency of a claim constitutes grounds for the suspension of performance by the County, in whole or in part.

4.4 SECURITY OF INFORMATION

The OAG and the County agree to strictly safeguard the confidentiality of any information about individuals furnished to it by the other party in the course of meeting any of the performances required of it. The OAG and the County shall take care not to disclose such information, including particularly to any legislative body (local, state, or federal), which could tend to identify such applicants or recipients of financial or other assistance pursuant to the federal Social Security Act of 1935, as amended. Additionally, the OAG may possess confidential information and material that require protection under state law. Information furnished to the County in the course of this Contract may not be discussed, communicated, copied, extracted, or used in any manner. Upon termination of this Contract, the County shall return any and all copies of the information provided to the County within twenty-four (24) hours of notice of termination.

4.5 COMPLIANCE WITH STATE AND FEDERAL LAW

County and OAG agree to comply with all state and federal laws and regulations (including but not limited to those relating to civil rights and the Immigration reform and Control Act of 1986, 100 Stat. 3359) in the administration and performance of their duties under this Contract.

4.6 LEGISLATIVE APPROPRIATIONS

All obligations of the OAG are subject to the availability of legislative appropriations and, for federally funded procurements, to the availability of federal funds applicable to this procurement (see Provision of Funding by United States below). OAG will not be in default for nonpayment under this Contract if such appropriated funds or federal funds are not available to OAG for payment of OAG's obligations under this Contract. In such event OAG will promptly notify County, and the Contract shall terminate effective the first day following the last day of any contract period for which services have been prepaid by OAG. Upon termination of the Contract the OAG will discontinue payment hereunder.

4.7 PROVISION OF FUNDING BY UNITED STATES

It is expressly understood that any and all of OAG's obligations and liabilities hereunder are contingent upon the existence of a state plan for child support enforcement approved by the United States Department of Health and Human Services providing for the statewide program of child support enforcement, pursuant to the Social Security Act, and on the availability of Federal Financial Participation for the activities described herein. In the event that such approval of the state plan or the availability of Federal Financial Participation should lapse or otherwise terminate, OAG shall promptly notify County and the Contract shall terminate effective the first day following the last day of any contract period for which services have been prepaid by OAG. Upon termination of the Contract OAG will discontinue payment hereunder.

4.8 SURVIVAL OF TERMS

Termination of this Contract for any reason shall not release the County from any liability or obligation set forth in this Contract that is expressly stated to survive any such termination or by its nature would be intended to be applicable following any such termination.

4.9 APPLICABLE LAW AND VENUE

County agrees that this Contract in all respects shall be governed by and construed in accordance with the laws of the State of Texas, except for its provisions regarding conflicts of laws. County also agrees that the exclusive venue and jurisdiction of any legal action or suit brought by County concerning this Contract is, and that any such legal action or suit shall be brought, in a court of competent jurisdiction in Travis County, Texas. OAG agrees that any legal action or suit brought by OAG concerning this Contract shall be brought in a court of competent jurisdiction in Williamson County.

4.10 HEADINGS

The headings for each section of this Contract are stated for convenience only and are not to be construed as limiting.

4.11 AMENDMENT

This Contract shall not be amended or modified except by written amendment executed by duly authorized representatives of OAG and County.

4.12 ENTIRE CONTRACT

This instrument constitutes the entire contract between the parties hereto, and all oral or written contracts between the parties hereto relating to the subject matter of this Contract that were made prior to the execution of this Contract have been reduced to writing and are contained herein.

4.13 COUNTERPARTS

This Contract may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

AGREED TO AND ACCEPTED.

OFFICE OF THE ATTORNEY
GENERAL

WILLIAMSON COUNTY

Cynthia Bryant
Deputy Attorney General for Child Support

John C. Doerfler 9-25-01
The Honorable John Doerfler
County Judge

AGENDA ITEM 10

Discuss and consider approving Teravista's license agreement master plan.

No action was taken on this item, which was postponed until further notice.

AGENDA ITEM 11

Consider granting easement to Chisholm Trail Water Supply at Berry Park.

No action was taken on this agenda item, which will be added to the October 2, 2001 agenda.

AGENDA ITEM 12

Discuss and take appropriate action on appointing committee to study fine collections.

County Clerk Nancy Rister and Justice of the Peace Precinct 2 Edna Staudt addressed the court regarding this agenda item.

No action was taken on this agenda item, which will be added to the October 9, 2001 meeting. A meeting is scheduled for Tuesday, October 2, 2001 at 2:00 p.m. in the Commissioners' Courtroom, for all interested parties, to form a committee to study this issue and make recommendations.

< Attachment >