

AGENDA ITEM 37

Consider approving a resolution to join the County Information Resources Agency (CIRA).

Moved: **Commissioner Heiligenstein**

Seconded: **Judge Doerfler**

Motion: To approve a resolution to join the County Information Resources Agency (CIRA).

Vote: 4 - 0

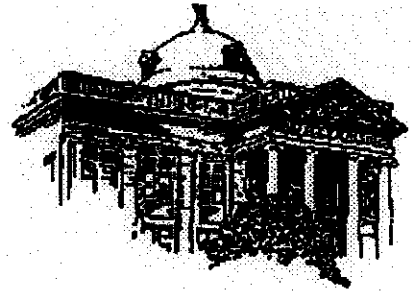
Moved: **Commissioner Limmer**

Seconded: **Judge Doerfler**

Motion: To appoint Jay Schade to represent Williamson County for the County Information Resources Agency.

Vote: 4 - 0

< Attachment >

**Information Technology Services****INTEROFFICE MEMO**

March 12, 2002

To: Judge Doerfler
From: Jay Schade
Subject: County Information Resources Agency

Judge,

Since the Commissioners' Court approved Williamson County's participation in the County Information Resources Agency (CIRA) this morning, I need your signature on the Agreement so I can send it in.

If you can sign the agreement and return it to me at your earliest convenience I would appreciate it. You may also need to keep a copy for the court's records.

Let me know if you have any questions.

Thank you.

Jay

A handwritten signature, likely of Jay Schade, consisting of stylized initials and a surname.



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512.478.8753 • 512.481.1240 FAX • 1.800.466.6974
www.cira.state.tx.us

Board of Directors

Hon. Larry Craig
Smith County Judge

Hon. Chris Kirk
Brazos County Sheriff

Hon. Dan Clower
Walker County Auditor

Hon. David Field
Dallam County Judge

Hon. Mark McClelland
Liberty County
Tax Assessor Collector

Hon. Steve Jennings
Harris County,
Central Technology
Executive Director

February 28, 2002

Hon. John C. Doerfler
Williamson County Judge
710 Main Street, Suite 201
Georgetown, TX 78626

Dear Judge Doerfler,

Last Session we saw the passage of at least one Bill that mandated electronic reporting. We can anticipate an increase in this and similar legislation in future sessions since electronic reporting saves the state money. In addition, as more of our citizens become accustomed to the Internet, we can be sure that they will demand more electronic government services.

Regardless of size or resources, all Texas counties are faced with the challenges that technology brings. Working as a single county, the task can be daunting and for many, near impossible. Working together, we can make a difference.

That is why the Texas Association of Counties has sponsored the creation of The County Information Resources Agency (CIRA). This agency will provide assistance to county government in all matters relating to their technology needs. Our smallest member is Terrell County (population 1,081) and our largest member is Harris County (population 3,400,578).

It is vitally important for all counties to pass the attached resolution and execute the attached interlocal participation agreement if they have not already done so. Please place this item on an upcoming agenda of your Commissioners Court. There is no cost to join and its benefits are clear.

Our goal is to have all counties as members before November 1, 2002. This will make a strong statement to the Legislature and will give counties the ability to work with the State on technology issues as never before. If we wait, we will have lost the opportunity for another two years.

Enclosed is a CIRA fact sheet, bylaws and a sample press release you can use to inform your constituents of your county's progress in this effort. If you have any questions, please do not hesitate to call me, or Stan Reid, CIRA Director at 512 478-6239.

Sincerely,

Larry Craig,
County Judge, Smith County
Chairman of the CIRA Board

COUNTY INFORMATION RESOURCES AGENCY

WHY CIRA?

Currently, most counties lack the resources – money, bandwidth, software, or trained personnel -- to implement and take advantage of the benefits of technology. At the same time, the citizens and the state and federal government are making greater demands on county government to use modern technology in their operations and services.

The County Information Resources Agency -- CIRA -- was created to provide central, cooperative and coordinated assistance and services to its members in all matters relating to information resources and technologies.

In working with state agencies, CIRA will coordinate in the planning and deployment of new technologies to reduce duplication of work and increase government efficiency. For counties, CIRA will offer a wide range of resources that members can utilize to meet the growing demands of implementing e-government services.

SERVICES

- CIRA works with state agencies, the legislature, counties, and other local governments to find solutions through coordination and leveraging resources and data.
- CIRA is currently working on free standard web pages for counties. CIRA will host your pages, also for free, or give them to you to host locally.
- CIRA is involved with the creation of several state agency strategic plans and working groups for the deployment of technology, standards, and integration and simplification of data collection and dissemination.
- CIRA has created and is expanding a web site that has technology information and links (www.cira.state.tx.us).
- CIRA offers free secure e-mail to county officials using their correct domain names (co.[your county name].tx.us) and will obtain and register your domain name for you. At last count, only 17 counties out of our 254 had their correct domain name.
- CIRA is also rolling out a technology listserve for all local and state government officials and employees with an interest in government technology. This listserve will pass news items and allow all of the "stakeholders" to share ideas and information.

Other services that are being explored are installation of telecommunications, networks, and hardware and the creation of a "county virtual network" -- linking counties together which will allow them to share software and data with each other and the state in a secure environment.

LEADERSHIP

The creation of CIRA was one of the recommendations of the E-County Task Force after over a year of studying and discussing technology issues facing county officials and counties. The Task Force was made up of representatives of each of the county officials' organizations, county information technology employees, representatives from various state agencies, and staff from the Association of Counties and its technical consultants. This Task Force now forms the basis of an Advisory Committee that will continue to offer advice for present and future services. CIRA is also managed by a six-member board appointed by the President of the Texas Association of Counties.

CIRA BOARD OF DIRECTORS:

Judge Larry Craig,
County Judge, Smith County

Sheriff Chris Kirk,
Sheriff, Brazos County

Judge David Field,
County Judge, Dallam County

Steve Jennings,
Executive Director of Central
Technology, Harris County

Mark McClelland,
Tax Assessor-Collector,
Liberty County

Dan Clower,
County Auditor, Walker County



For More Information, contact

Stan Reid, CIRA Director
1204 San Antonio Street • Austin, Texas 78701
(512) 478-8753 • www.cira.state.tx.us

**RESOLUTION SUPPORTING A UNITED VOICE FOR
TEXAS COUNTIES ON TECHNOLOGY ISSUES**

WHEREAS, TEXAS COUNTIES provide essential services to all Texas residents and serve the State and Federal Government by implementing their programs on the local level and by providing them with required data and other information; and

WHEREAS, federal and state governments are re-engineering government operations and services to incorporate current technology and are aggressively moving to mandate local government participation in these technology changes; and

WHEREAS, the concerns and contributions of counties, as well as the efficient and effective use of public resources in this re-engineering effort, are often ignored because of the lack of centralized coordination and planning; and

WHEREAS, counties desire to be an equal partner with the state in governmental technology initiatives for Texas residents but often lack the financial resources and technical expertise to individually address the challenge; and

WHEREAS, even counties that have adequate resources and expertise have difficulty dealing with the multiple agencies and programs; and

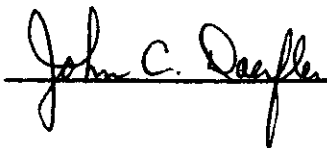
WHEREAS, the County Information Resources Agency (CIRA) was created from recommendations of the Texas Association of Counties e-County Task Force to act as a coordination entity to work with state and federal agencies in the planning and deployment of new programs involving the use of technology; and

WHEREAS, the County Information Resources Agency will provide a central technology information resource for county government;

WHEREAS, the County Information Resources Agency will make county government a major player in the technological evolution of Texas, therefore

BE IT RESOLVED, that the commissioner's court of Williamson County declares that the development of an equal partnership between the state and counties for the planning and implementation of technology applications for governmental operations is essential to the effective use of governmental resources; and

BE IT FURTHER RESOLVED, that the commissioners court of Williamson County hereby declares its support for uniting Texas counties in an effort to obtain appropriate recognition and resources to address the growing challenge of technology through membership in the County Information Resources Agency.

 3-12-02

BYLAWS

OF THE

COUNTY INFORMATION RESOURCES AGENCY

WHEREAS, an Original Interlocal Agreement for Information Resources and Technologies has been entered into between several local governments pursuant to Chapter 791 of the Texas Government Code and Subchapter F of Chapter 271 of the Texas Government Code; and

WHEREAS, that Agreement creates the County Information Resources Agency, an interlocal agency with the duty and authority to supervise the performance of the Agreement; and

WHEREAS, the Texas Association of Counties has agreed to sponsor, provide staff and administrative services to the Agency, including the use of the name of the Texas Association of Counties without royalties paid and at no cost to the Agency or Members, until such time as the agency is self-sustaining; and

WHEREAS, the Texas Association of Counties is a non profit statewide association of counties which exists for the betterment of county government and the benefit of all county officials and is authorized and operated pursuant to Section 81.026 of the Texas Local Government Code; and

WHEREAS, the Texas Association of Counties has special knowledge, experience and skill in the coordinating, sponsoring and managing county and county-related programs -- including communication, education and training -- and has a unique relationship with Texas county and state government not possessed by any other entity or person. The services of the Texas Association of Counties anticipated under these Bylaws are therefore both personal and professional.

NOW, THEREFORE, the Members of the Original Interlocal Agreement for Information Resources and Technologies to hereby create and establish the Bylaws of the County Information Resources Agency as follows:

ARTICLE I

Definitions

As used in these Bylaws, the definitions contained in the Original Interlocal Agreement for Information Resources and Technologies shall govern. In addition, the following terms shall have the meaning hereinafter set out:

1. "Agency" -- The County Information Resources Agency.
2. "Agency Manager" -- Texas Association of Counties or its duly authorized designee.
3. "Agreement" -- The Original Interlocal Agreement for Information Resources and Technology.
4. "Board" -- Board of Directors of the Agency.
5. "Director" -- A member of the Board of Directors of the Agency.
6. "Member" -- A local government which enters into the Agreement.

ARTICLE II**The County Information Resources Agency**

The purpose of the County Information Resources Agency is to supervise, administer, and carry out the purposes, expressed and implied, of the Original Interlocal Agreement for Information Resources and Technology and shall have any and all powers necessary to carry out the purposes of that Agreement. The County Information Resources Agency exists for the betterment of county government and the benefit of all county officials.

ARTICLE III**Powers and Duties of the Agency**

The Agency shall have any and all of the powers permitted it by the laws governing the Agency, the Agreement, the Interlocal Participation Agreements with Members, these Bylaws, amendments to the Bylaws laws, and/or any and all contracts or similar legal documents. Such powers include but are not limited to:

1. To sue and be sued;
2. To establish the fees (including Membership fees), charges for services and make such other financial arrangements as deemed necessary by the Board to cover the expenses and operations of the Agency;
3. To purchase and lease real property, equipment, machinery, and personal property;
4. To enter into contracts and to participate in other interlocal or intergovernmental agreements;
5. To adopt the form and substance of any interlocal participation agreements or other contracts with the Agency;
6. Retention of agents and independent contractors necessary to administer and achieve the purposes of the Agency, including, but not limited to, managers, attorneys, accountants, financial advisors, consultants, and others;
7. To contract with the Texas Association of Counties or its duly authorized and approved designee for general administrative services;
8. To charge for services and to collect delinquencies, penalties and interest;
9. To reimburse Directors for reasonable and approved expenses. Expenses incurred in attending Board meetings shall be reimbursed in accordance with the Texas Association of Counties' travel policies in effect at the time the expense is incurred;
10. The Agency is not required to exercise the full range of services within its powers, only those deemed feasible and proper by the Board;
11. To purchase insurance and fidelity bonds and may provide indemnity for the Board and its Directors, officers and employees, as well as the Directors, officers and employees of the Texas Association of Counties for their activities in connection with the provision of any services for the Agency.
12. To make investments. The principal and income of all monies and property received and accepted by the Agency may be held and invested for the Agency in such manner as the Board shall determine. The Board may make payments or distributions from income or principal, or both, to or for the use or benefit of the Agency or Members in such manner as the Board shall determine to be proper under the Agreement and these Bylaws.

ARTICLE IV**Participation**

Participation in the Agreement is open to any local government, as defined in the Agreement, who agrees to abide by the standards for membership adopted by the Board and these Bylaws and who agrees to execute and follow the terms and conditions of the Interlocal Participation Agreement.

ARTICLE V**Obligations of Members**

The obligations of the Members are:

1. To pay promptly all fees or other payments to the Agency at such times and in such amounts as shall be established pursuant to these Bylaws. Any delinquent payments shall be paid with interest which shall be equivalent to the prime interest rate quoted in the *Wall Street Journal* on the date of the commencement of the delinquency or any lower rate determined by the Agency, and in no case greater than the amount of interest allowed by law;
2. To designate in writing an Agency Coordinator to serve as Member's representative in contacts with the Agency. The Coordinator must be an employee or officer of the Member, and may be changed from time to time by written notice to the Agency;
3. To allow the Agency and its Agency Manager, agents, contractors, and officers reasonable access to all facilities and records of the Member as may be required for the accomplishment of the purposes of the Agreement and the administration of the Agency;
4. To cooperate fully with the Agency's directors and personnel and any other representative, agent, contractor or officer of the Agency or Agency Manager in activities relating to the purposes and powers of the Agency.

ARTICLE VI**Membership Fees**

The Board shall have the power to set, increase, decrease, or eliminate a fee for membership in the Interlocal Agreement as it, in its sole discretion, deems necessary or appropriate.

ARTICLE VII**Board of Directors and Officers**

1. The Board of Directors shall be composed of six (6) persons appointed by the President of the Texas Association of Counties with the approval of the Texas Association of Counties Board of Directors. The President of the Texas Association of Counties or his respective designee shall serve as an ex Officio, non-voting Director. Each member of the original Board must be either an employee or an elected official of a Member entity. The withdrawal of a Member entity shall vacate the membership on the Board of Directors of any employee or elected or appointed official from the withdrawing county. Any Board member that ceases to be an employee or elected official of a Member entity shall immediately cease to be a member of the Board of Directors. However, such Board member shall serve until a successor takes office pursuant to these Bylaws, at the discretion of the Board.

2. The President of the Texas Association of Counties shall appoint an initial regular Board of Directors within 30 days after the creation of the Agency. The six (6) member initial regular Board shall take office and serve until December 31, 2001.

3. The President of the Texas Association of Counties, with the approval of the Texas Association of Counties Board of Directors, shall then appoint a Board whose term shall begin on January 1, 2002 with initial terms of appointment being as follows: three (3) persons for a two (2) year term (January 1, 2002 through December 31, 2003), three (3) persons for a three (3) year term (January 1, 2002 through December 31, 2004). Each term after these initial terms appointment shall be for a three (3) year term. No person shall serve more than two (2) consecutive three (3) year terms. Any Board member who fails to attend three (3) or more consecutive meetings without having been excused by the Chairman shall be deemed to have resigned, and the vacancy thereby created shall be filled by appointment by the President of the Texas Association of Counties for the unexpired term in the same manner that the original member was appointed.

4. The officers of the Board shall consist of a Chairman and a Vice Chairman who shall be designated annually by the President of the Texas Association of Counties. The Board shall designate a Secretary to keep the minutes and records of the Board, who may or may not be a member of the Board itself. A majority of members of the Board shall constitute a quorum. Concurrence of a majority of those present and voting shall be necessary for any official action taken by the Board, except as otherwise provided herein. Any vacancy on the Board due to death, resignation, disqualification, or inability to act shall be filled for the unexpired term by appointment of another member in the same manner that the original member was appointed.

5. The duly elected, qualified and acting members of the Board shall serve without compensation, but shall be entitled to reimbursement of actual expenses incurred in the performance of their official duties upon the approval of such expenses by the Board.

ARTICLE VIII

Powers and Duties of the Board of Directors

1. The Board, in addition to other powers and duties herein conferred and imposed or authorized by law, shall have the following powers and duties:

a. The Board shall have the general power to make and enter into all contracts, leases, and agreements necessary or convenient to carry out any of the powers granted under these Bylaws or by any other law. All such contracts, leases, and other agreements shall be approved by resolution. However, the Board's designee shall have the power to execute interlocal participation agreements in accordance with policy or practice of the Board without necessity of express Board action on each such agreement. Additionally, the Board shall have the power to delegate all the above mentioned functions as permitted under these Bylaws or other law. In the absence of a specific designation or delegation, all such agreements shall be executed by the Chairman or Vice Chairman or the Executive Director of the Agency or the Executive Director of the Texas Association of Counties and attested by the Secretary of the Board. Such contracts may include contracts for such professional services as it may deem necessary and shall fix the time, manner, and payment therefor;

b. To contract with any qualified organization or entity as it may deem appropriate or expedient to perform any of the functions necessary for the carrying out administrative services, and any and all other services that the Board shall deem expedient for the proper servicing of those Members who use the services of the Agency;

c. To carry out all of the duties necessary for the proper operation and administration of the Agency on behalf of the Members and to that end shall have all of the powers necessary and desirable for the effective administration of the affairs of the Agency;

- d. To adopt rules to carry out the requirements of and implement the Bylaws;
- e. To establish and set the fees and cost of services to be paid by the Members;
- f. To establish the types and levels of services to be provided;
- g. To adopt and provide the interlocal participation agreement forms to be entered into by a local government to become a Member of the Agency;
- h. To approve administration services and other services providers necessary for the administration of the upon recommendation of the Agency Manager, or its agents or contractors;
- i. To set a budget and any necessary revisions to the budget;
- j. To develop or establish any policies and procedures it deems to be appropriate, to establish conditions to be met prior to the provision of a service and to deny provision of a service if the conditions are not met;
- k. To establish investment policies and arrange for the investing of the monies of the Agency so as to keep the same invested according to law and, consistent with security and other policies and interests of the Agency. It shall provide for the banking of the monies of the Agency to the extent required by any adopted investment policy, and the proper security of any and all investments;
- l. To have an audit of the financial affairs of the Agency made by a certified public accountant at the end of each fiscal year;
- m. To form committees and to provide other services as needed by the Agency;
- n. To do all acts necessary and proper for the operation of the Agency and the implementation of these Bylaws;

2. The Chairman of the Board shall appoint an Executive Committee or designee of the Board to handle the affairs of the Board between the regular Board meetings or any of the called Board meetings. The Board shall review the actions of the Executive Committee at each Board meeting to ratify any actions taken. In addition, subcommittees may be appointed with specifically granted tasks and authority.

3. The Board shall contract with the Texas Association of Counties or its designee for general administrative services. The entity performing the administrative services shall be known as "the Agency Manager." The contract may include a reasonable fee to cover the cost of administrative services being provided. Services to be provided by or through the Agency Manager may include, but not necessarily be limited to, bookkeeping services; financial statements; recording and depositing of payments; providing information to potential Members; reviewing and making recommendations on all contracts; acting as a liaison with state and federal agencies and responding to their inquiries; computing and providing Membership billings; filing required forms and reports with state and other governmental agencies; maintaining appropriate files; assisting the Agency's auditor and actuary as necessary; reviewing the performance of all contract service providers; coordinating banking functions, and handling deposits and reconciliations; implementing investment policies established by the Board; providing the necessary notices of Member meetings; supplying resource material for Member and Board meetings; attending Member and Board meetings and other meetings necessary to the administration of the Agency; keeping detailed minutes of Member and Board meetings; and administering committees established by the Board. The Agency Manager may execute all contracts on behalf of the Agency which are necessary to provide the general administrative services described herein if any monies to be expended under the contract are included in the Agency's approved budget or any approved revision thereto.

ARTICLE IX**Meetings of the Board of Directors**

1. Meetings may be called by the Chairman or by a majority of the Directors by mailing written notice or via e-mail, at least ten (10) days in advance to all Directors or by unanimously executed waiver of notice. All meetings of the Board shall comply with the provisions of the Open Meetings Act.
2. Four (4) Directors shall constitute a quorum to do business. All acts of the Board of Directors shall require a majority vote of the Directors present, except as otherwise specifically provided in these Bylaws.
3. Any meeting of the Board of Directors may be held by telephone conference call in which all or certain of the Directors are not physically present at the place of the meeting, but all who participate in the meeting, participate in the conduct thereof by telephone. For the purpose of determining the presence of a quorum and for all voting purposes at such meeting, all participating Directors shall be considered present and acting.
4. To the extent permitted by the Open Meetings Act, the Board of Directors may transact its business by mail, telephone, or any Internet-based medium, including e-mail, provided that, in the event of a vote by mail, the vote must be a unanimous vote by the full Board in order to be valid and effective, and if not unanimous, shall be considered a nullity.

ARTICLE X**Liability of Board of Directors, Officers, and Employees**

1. In the event of any proceeding or threat of proceeding against any member of the Board of Directors of the or any officer or employee of the brought in connection with services performed by any such person for the Agency, the Agency shall provide to such person indemnification for all damages and expenses incurred as a result of such proceeding or threatened proceeding and in the defense thereof. The Agency or the Agency Manager may purchase errors and omissions insurance providing coverage for the Directors and officers and employees of the Agency. Amounts of damages and expenses not payable under the terms and conditions of any such errors and omissions insurance policy purchased in favor of the Agency's Directors, officers, and employees are nevertheless included under the indemnity provision of this Article. However, indemnification for any damages or expenses of any Director, officer or employee by way of this Article shall only apply to such amounts as are not paid and payable by the terms and conditions of any errors and omissions insurance policy purchased in favor of the Agency, its Directors, officers, and employees. Nothing herein shall be deemed to prevent compromises of any such litigation where the compromise is deemed advisable in order to prevent greater expense or cost in the defense or prosecutions of such litigation.
2. The term "proceeding" under this Article does not include the termination of any officer or employee from his or her employment, nor any pre-termination or post-termination hearing, nor any adverse employment action towards an officer or employee, nor any procedure for the removal of an officer, or Director of the Agency. However, this indemnity shall apply to proceedings or threats of proceedings, against the Directors, officers, and employees of the brought by any other Directors, officers, and employees of the in connection with procedures for or the actual termination or removal of such other persons who are the subject of such potential or actual termination or removal.
3. The Agency may obtain a bond or other security to guarantee the faithful performance of the duties of each Director.

ARTICLE XI**Bond Required**

Each Director of the Board and each employee who has any authority over money in the Agency or money collected or invested by the may be required by the Board to execute a bond in an amount determined by the Board, conditioned on faithful performance of his duties. The cost of the bond shall be paid by the Agency.

ARTICLE XII**Withdrawal from Membership**

1. Any Member may withdraw from the Agency by giving at least thirty (30) days notice in writing to the Board and the Agency Manager of its desire to withdraw or by failure to maintain a contractual relationship with the Agency.
2. The withdrawn Member shall not be entitled to any reimbursement of membership fees or other monetary contributions that are not a part of a separate service contract, that are to be paid or that shall become payable in the future, and shall continue to be obligated to make payment for an obligation which arose prior to withdrawal. Withdrawal of a Member does not relieve that Member of any obligations that it may have with respect to any service agreement or other contract with the Agency and the Agency may continue to service that agreement or contract until completed in accordance with its terms.
3. Withdrawn Members shall not be entitled to any share of the assets, equity, or other property of the Agency and forever disclaim, waive, and contribute to the Agency same.

ARTICLE XIII**Expulsion of Members**

1. In addition to and as an alternative to any right to terminate an Interlocal Participation Agreement as provided therein or pursuant to these Bylaws, any Member may be expelled by a majority vote of all Directors and any existing Interlocal Participation Agreement shall terminate at that time. Such an alternative may be exercised at the sole option of the Board. The expulsion termination under this Article may be carried out for one or more of the following reasons:
 - a. Failure to make any payments due to the Agency;
 - b. Failure to allow the reasonable access to all facilities and records of the Member necessary for proper administration of the Agency;
 - c. Failure to fully cooperate with the Agency's Agency Manager or other agent, contractor, or any officer of the Agency;
 - d. Failure to carry out any obligation of a Member which impairs the ability of the Agency to carry out its purposes or powers; or
 - e. Failure to comply with the obligations of Members as set forth in these Bylaws.
2. The vote of a Director who is from the county proposed to be expelled shall not be counted in determining the number of votes required nor shall such Director be entitled to vote on the expulsion of his or her own county.

3. Under this Article no Member may be expelled except after notice from the Board of Directors of the alleged failure along with a reasonable opportunity to cure the alleged failure. The Member may request a hearing before the Board before any final decision, which shall be held within fifteen (15) days after expiration for the time to cure has passed. A decision by the Board to expel a Member after notice and hearing and failure to cure the alleged defect shall be final and take effect sixty (60) days after the decision to expel is rendered by the Board.

4. An expelled Member shall not be entitled to any reimbursement of membership fees or other monetary contributions that are not a part of a separate service contract, that are to be paid or that shall become payable in the future, and shall continue to be obligated to make payment for an obligation which arose prior to withdrawal. Expulsion of a Member does not relieve that Member of any obligations that it may have with respect to any service agreement or other contract with the Agency and the Agency may continue to service that agreement or contract until completed in accordance with its terms.

5. The expulsion provision of this Article shall not be construed to diminish or prevail over any right of the to terminate an interlocal participation agreement in accordance with the provisions of the interlocal participation agreement.

6. Withdrawn Members shall not be entitled to any share of the assets, equity, or other property of the Agency and forever disclaim, waive, and contribute to the Agency same.

ARTICLE XIV

Dissolution

The Agency may be dissolved by a unanimous vote of its Members through their respective governing bodies or by a majority of said Members upon recommendation of the Board of Directors of the Agency or by Agency Membership of less than two Members. Upon the dissolution of the Agency, the Board of Directors shall, after paying or making provisions for the payment of all of the liabilities of the Agency, distribute all the assets of the to its Members at the time of dissolution in a formula to be determined by the Board, in its sole discretion. A local government that is not a Member at the time of dissolution shall not be entitled to any share of the assets, equity, or other property of the Agency and forever disclaim, waive, and contribute to the Agency same.

ARTICLE XV

Severability

In the event that any article, provision, clause or other part of these Bylaws is held invalid or unenforceable by a court of competent jurisdiction, such a holding of invalidity or unenforceability shall not affect the validity or enforceability with respect to other articles, provisions, clauses, applications or occurrences, and these Bylaws are expressly declared to be severable.

ARTICLE XVI

Special Provisions

A. Contractual Obligations

The contracting parties intend, in the creation of the Agency, to establish an organization to operate only within the scope herein set out and have not herein created, as between Member and Member any relationship of surety, indemnification or responsibility for the debt of or claims against any other Member.

B. Non-Waiver of Governmental or Other Immunity or Monetary Limits

1. It is the intent of the Members that, by entering into interlocal participation agreements to become Members of the Original Interlocal Agreement for Information Resources and Technologies, they do not waive and are not waiving any immunity provided to the Members or their employees by any law, nor do they waive any monetary limits on the liability of the Members or their employees provided by any law.

2. Similarly, the Members do not intend any waiver of sovereign immunity, good faith immunity, or other governmental immunity with respect to the County Information Resources Agency and same is hereby preserved. The Members shall have no authority, either through act or omission, to waive same and nothing in the Original Interlocal Agreement, these Bylaws, and the Interlocal Participation Agreements may be construed as such a waiver.

C. No Right of Partition

The remedies of the Members are limited to those set forth in the Agreement and these Bylaws. Specifically, Members have no right in and to the assets of the Agency or to any right of partition or similar proceeding. Members specifically disclaim, waive, and compromise any such rights.

D. Shall Seek Cooperation

In recognition of the role of the Agency as one of the governmental programs of the Texas Association of Counties, the Agency shall seek cooperative arrangements concerning administration, investments, joint programs, and other matters of mutual concern in order to achieve economies and to effectuate objectives shared by the said Association and any other sponsored programs.

ARTICLE XVII**Amendment of Bylaws**

These Bylaws may be altered, amended or repealed by a majority of the Directors present at any regular meeting or at any special meeting of the Board if at least two days written notice is given of an intention to alter, amend or repeal these Bylaws or to adopt new Bylaws at such meeting. This power shall include the power to create a new name for the Agency.

Original Interlocal Agreement for Information Resources and Technologies

This Original Interlocal Agreement, hereinafter, "Agreement," is entered into and between the parties (hereinafter "Members") through their respective governing bodies, pursuant to and under the authority of Chapter 791, Texas Government Code, and Subchapter F, Chapter 271, Texas Local Government Code.

FINDINGS

WHEREAS, modern technologies and telecommunication systems offer tremendous opportunities to improve the efficiency and effectiveness of government in Texas; and

WHEREAS, most local governments do not have the resources or the local expertise to efficiently and effectively acquire, implement and maintain technology and telecommunication systems; and

WHEREAS, there are many State, Federal and National initiatives related to enhancing government technology and telecommunication capabilities, there is little, if any, coordination between those efforts, especially with regard to Texas counties and other local governments; and

WHEREAS, there is no existing central, coordinated State agency or program to assist or facilitate the acquisition and use of technology and telecommunication systems by local governments; and

WHEREAS, more effective, efficient and reliable public services will result from all Texas counties and other local governments working with one another, the State and the private sector to build and maintain such systems; and

WHEREAS, there is an immediate and significant need for a central, coordinated technology and telecommunications program to assist counties and other local governments with their information resource and technologies needs; and

WHEREAS, Texas counties and other local governments of the State have individual authority to study, develop, purchase, deploy and use modern technologies and telecommunication systems in support of their operations; and

WHEREAS, the use of technology and communication systems are a routine and essential function of counties and other local governments of the State and are an integral part of all government functions and services; and

WHEREAS, the governing bodies of the Members, individually and together, do hereby adopt and find the foregoing premises as findings of said governing bodies.

NOW, THEREFORE, PREMISES CONSIDERED, and in consideration of and conditioned upon the mutual covenants and agreements herein contained, the parties hereto do mutually agree as follows:

ORIGINAL INTERLOCAL AGREEMENT

AGREEMENT

1.01. Purpose and Scope.

This Agreement is for the purpose of providing central, cooperative and coordinated assistance and services to Members in all matters relating to information resources and technologies in order to increase efficiencies and improve the quality, reliability and interoperability of their information resources, technologies and services.

2.01. Definitions. For the purpose of this Agreement and all other agreements, contracts and documents executed, adopted, or approved pursuant to this Agreement, the following terms shall have the meaning prescribed to them within this section unless the context of their use dictates otherwise:

a. "Data processing" means information technology equipment and related services designed for the automated storage, manipulation and retrieval of data by electronic or mechanical means. The term includes:

(1) central processing units, front-end processing units, miniprocessors, microprocessors and related peripheral equipment such as data storage devices, document scanners, data entry equipment, terminal controllers, data terminal equipment, computer-based word processing systems other than memory typewriters and equipment and systems for computer networks;

(2) all related services, including feasibility studies, systems design, software development and time-sharing services, provided by member employees or others; and

(3) the programs and routines used to employ and control the capabilities of data processing hardware, including operating systems, compilers, assemblers, utilities, library routines, maintenance routines, applications and computer networking programs.¹

b. "Information resources" means the procedures, equipment and software that are designed, built, operated and maintained to collect, record, process, store, retrieve, display and transmit information and associated personnel including consultants and contractors.²

c. "Internet" means collectively the myriad of computer and telecommunications facilities, including equipment and operating software, which comprise the interconnected world-wide network of networks that employ the Transmission Control Protocol/ Internet Protocol, or any predecessor or successor protocols to such protocol, to communicate information of all kinds by wire or radio³.

d. "Information resources technologies" means data processing and telecommunications hardware, software, services, supplies, personnel, facility resources, maintenance and training.⁴

e. "Local government" has that meaning assigned to it by Government Code, § 791.003(4) and includes any "political subdivision" of this state as authorized and defined in Government Code, § 791.003(5). For purposes of a cooperative purchasing program administered under this Agreement pursuant to Local Government Code § 271.101, et seq., "local government" has that meaning assigned to it by Local Government Code, § 271.101(2) which definition includes

¹ Source: Information Resources Management Act, Texas Government Code, Sec. 2054.003 (Vernon 2000).

² *Id.*

³ Source: Children's Online Privacy Protection Act of 1998, 15 U.S.C. sec. 6501

⁴ Source: Information Resources Management Act, Texas Government Code, Sec. 2054.003 (Vernon 2000).

ORIGINAL INTERLOCAL AGREEMENT

counties, municipalities, junior college district, regional planning commissions and other political subdivisions of the state.

f. "Member" means a local government entity that is a party to this Agreement or has executed an Interlocal Participatory Agreement as provided for herein.

g. "Telecommunications" means any transmission, emission, or reception of signs, signals, writings, images, or sounds of intelligence of any nature by wire, radio, optical, or other electromagnetic systems. The term includes all facilities and equipment performing those functions that are owned, leased, or used by member entities.⁵

3.01. Powers and Duties.

1. Members agree to use their best efforts to cooperate and work together, whenever possible and feasible, in all matters relating to information resources and technologies, and shall develop, purchase and maintain such services as may be deemed necessary, feasible, and appropriate, including but not limited to:

- a. sharing of information, experiences and best practices;
- b. planning and feasibility studies;
- c. acquiring and assisting in the acquisition of bandwidth and in particular, direct full-time connections to the Internet through high-speed, high-bandwidth connections;
- d. establishing software, hardware and data standards;
- e. technical assistance, training and education;
- f. seeking grants and other funding sources for Members' information resources and technologies;
- g. creation and maintenance of a statewide virtual private network, internal Member networks and services related to those networks;
- h. cooperative or joint procurement of products, goods and services;
- i. coordinating with the efforts of State and Federal agencies;
- j. purchasing or creating shared applications;
- k. geographic information systems and data;
- l. data processing services; and
- m. creation of online information, reporting, and other services either directly, through private contractors, or through partnerships with state agencies.

2. Members shall create and maintain an information resource and technologies information repository and web page for exchange of data and information in support of the purposes of this Agreement.

3. Members shall do a review and assessment of their information resources, technological capabilities and needs and shall, within twelve months from the date of this Agreement, prepare a joint plan to address those needs, which shall include an itemized list of services to be provided.

4. Members shall provide such information and/or data as may be necessary to carry out the purposes of this Agreement, including surveys and questionnaires.

5. Members shall, where possible and practicable, comply with the recommendations and standards developed under this Agreement.

6. Each Member shall appoint an official or employee from the Member entity to serve as the Information Resource Manager for the Member who shall be the official representative of the Member for purposes of

⁵ *Id.*

ORIGINAL INTERLOCAL AGREEMENT

6. Members shall form a Task Force made up of county officials, state agency personnel, and others to study information resource and technologies issues and make recommendations. The members of this Task Force are not required to be from Member entities.

7. This Agreement does not require a Member to use any particular service nor does this Agreement require the provision of any particular service. Members shall determine, in accordance with the provisions of this Agreement, the services to be offered or eliminated. It is understood and agreed that the services contemplated under this Agreement will be phased in as deemed necessary, feasible and practicable.

8. Other than membership fees, financial obligations of Members under this Agreement shall arise only under the terms and provisions of a separate contract, agreement, or instrument that has been formally and specifically approved by the governing body of the Member. No Member shall ever be liable to pay or be responsible for payment of any sum of money to or to any other Member or to any other person or party solely by reason of its execution of this Agreement and shall not be entitled to a refund of any membership fees.

4.01. Membership.

Membership shall be available to any local government, as defined herein. A local government may become a party to this Agreement by the execution of an Interlocal Participation Agreement adopting this Agreement. Any Member may, upon a valid order of its governing body and upon 30 days notice, cancel its membership. Any Member who cancels its membership gives up any and all rights and privileges that it might otherwise have under this Agreement.

5.01. Membership Dues.

The Members agree that membership dues may be collected, increased, or decreased.

6.01. Funding.

Activities engaged in pursuant to this Agreement may be funded by membership fees, contributions, donations, grants, services rendered, goods provided, contracts with state or federal agencies, royalties, margins, administrative fees, or other sources.

7.01. Current Revenue.

The Member hereby warrants that all payments, contributions, fees and disbursements, if any, required of it hereunder shall be made from current revenues. No debt is created by this Agreement.

8.01. Term.

The term of this Agreement shall be one (1) year from the date hereof and shall automatically be renewed on each anniversary of the commencement date. Any member may elect to withdraw from the Agreement at any time upon an order of the commissioners court with notice as provided for below.

ORIGINAL INTERLOCAL AGREEMENT

9.01. Applicable Law.

The laws of the State of Texas shall govern the interpretation, validity, performance and enforcement of this Agreement. Venue for any action based in whole or part on this agreement is in Travis County, Texas.

10.01. Severability.

If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, the legality, validity and enforceability of the remaining provisions of this Agreement shall not be affected thereby and this Agreement shall be liberally construed so as to carry out the intent of the parties to it.

11.01. Governance.

a. The County Information Resources Agency (CIRA) is hereby created to supervise the performance of this Agreement. The Agency shall be governed and managed by a Board of Directors in accordance with this Agreement and the Bylaws of the Agency attached hereto. Said Bylaws are made a part hereof by reference as if fully set forth herein.

b. It is the intention of the Members that the Agency have the shall have any and all powers, rights, privileges, and immunities granted under this Agreement and the laws of this State as now exist or which, in the future may be enacted.

c. The Board shall have the authority to amend the Bylaws at any time as may be necessary, in the discretion of the Board, to carry out the purposes of this Agreement.

d. All monies paid by Members to the Agency under this Agreement, including membership fees, are for services rendered and administrative costs. Members have no equity rights in any of the assets or property of the Agency nor are any Members liable for any of the debts of the Agency. Assets in the hands of the Agency remain the assets of the Agency until such time as this Agreement may terminate as provided for herein.

12.01. Dissolution. This Agreement shall terminate when there are less than two Members or upon recommendation of the Board of Directors and approval of all Members. No Member shall have any right of partition or similar right or ability to dissolve the Agency or terminate this Agreement or to make a claim against, acquire, or levy against any of the property or assets of the Agency. Upon dissolution, the current Members shall be entitled to receive any net assets of the Agency in a formula agreed upon by the Board of Directors of the Agency.

13.01. Amendment. This Agreement shall not be amended or modified other than in a written agreement signed by the parties, or as otherwise provided under this Agreement.

14.01. Exclusive Right to Enforce. The Agency created herein and the Members have the exclusive right to bring suit to enforce this Agreement and no other person may bring suit, as a third party beneficiary or otherwise, to enforce this Agreement.

15.01. Notices. All notices and communications under this Agreement shall be sent via the United States Postal Service with proper postage by certified mail, return receipt requested, or

ORIGINAL INTERLOCAL AGREEMENT

delivered, to the Agency at the following addresses or to such other address as the Board of Directors of the Agency may later designate by amendment to the Bylaws of the Agency:

The E-County Information Resources Agency
% The Texas Association of Counties
1204 San Antonio
Austin, Texas 78701

COUNTY INFORMATION RESOURCES AGENCY

Interlocal Participation Agreement

This Interlocal Participation Agreement (the "Agreement") is made by and between the undersigned local government or other political subdivision of the State of Texas, acting through its governing body, and the County Information Resources Agency ("CIRA"), an interlocal entity previously created by an Original Interlocal Agreement entered into by its original members, as authorized by the Texas Interlocal Cooperation Act (TEX. GOV'T CODE, Chapter 791), acting on its own behalf and on behalf of each other local government or political subdivision having membership in CIRA.

FINDINGS

WHEREAS, modern technologies and telecommunication systems offer tremendous opportunities to improve the efficiency and effectiveness of government in Texas; and

WHEREAS, most local governments do not have the resources or the local expertise to efficiently and effectively acquire, implement and maintain technology and telecommunication systems; and

WHEREAS, there are many State, Federal and National initiatives related to enhancing government technology and telecommunication capabilities, there is little, if any, coordination between those efforts, especially with regard to Texas counties and other local governments; and

WHEREAS, there is no existing central, coordinated State agency or program to assist or facilitate the acquisition and use of technology and telecommunication systems by local governments; and

WHEREAS, more effective, efficient and reliable public services will result from all Texas counties and other local governments working with one another, the State and the private sector to build and maintain such systems; and

WHEREAS, there is an immediate and significant need for a central, coordinated technology and telecommunications program to assist counties

and other local governments with their information resource and technologies needs; and

WHEREAS, Texas counties and other local governments of the State have individual authority to study, develop, purchase, deploy and use modern technologies and telecommunication systems in support of their operations; and

WHEREAS, the use of technology and communication systems are a routine and essential function of counties and other local governments of the State and are an integral part of all government functions and services; and

WHEREAS, the governing bodies of the Members, individually and together, do hereby adopt and find the foregoing premises as findings of said governing bodies; and

WHEREAS, several counties previously have joined together by interlocal agreement to create CIRA to administer their collective efforts concerning information and technology; and

WHEREAS, the bylaws of the CIRA authorize its Board of Directors to establish the terms of an Interlocal Participation Agreement which governs the terms of membership in the Agency;

NOW, THEREFORE, PREMISES CONSIDERED, and in consideration of and conditioned upon the mutual covenants and agreements herein contained, the parties hereto do mutually agree as follows:

AGREEMENT

1.01. Purpose and Scope.

This Agreement is for the purpose of allowing the undersigned local government or other political subdivision to join the County Information Resources Agency, pursuant to the terms and conditions set forth below. As provided in the Original Interlocal Agreement, CIRA was created to provide central, cooperative and coordinated assistance and services to Members in all matters relating to information resources and technologies in order to increase efficiencies and improve the quality, reliability and interoperability of their information resources, technologies and services.

2.01. Definitions. For the purpose of this Agreement and all other agreements, contracts and documents executed, adopted, or approved pursuant to this Agreement, the following terms shall have the meaning prescribed to them within this section unless the context of their use dictates otherwise:

a. "Data processing" means information technology equipment and related services designed for the automated storage, manipulation and retrieval of data by electronic or mechanical means. The term includes:

(1) central processing units, front-end processing units, mini processors, microprocessors and related peripheral equipment such as data storage devices, document scanners, data entry equipment, terminal controllers, data terminal equipment, computer-based word processing systems other than memory typewriters and equipment and systems for computer networks;

(2) all related services, including feasibility studies, systems design, software development and time-sharing services, provided by member employees or others; and

(3) the programs and routines used to employ and control the capabilities of data processing hardware, including operating systems, compilers, assemblers, utilities, library routines, maintenance routines, applications and computer networking programs.

b. "Information resources" means the procedures, equipment and software that are designed, built, operated and maintained to collect, record, process, store, retrieve, display and transmit information and associated personnel including consultants and contractors.

c. "Internet" means collectively the myriad of computer and telecommunications facilities, including equipment and operating software, which comprise the interconnected world-wide network of networks that employ the Transmission Control Protocol/ Internet Protocol, or any predecessor or successor protocols to such protocol, to communicate information of all kinds by wire or radio.

d. "Information resources technologies" means data processing and telecommunications hardware, software, services, supplies, personnel, facility resources, maintenance and training.

e. "Local government" has that meaning assigned to it by Government Code, § 791.003(4) and includes any "political subdivision" of this state as authorized and defined in Government Code, § 791.003(5). For purposes of a cooperative purchasing program administered under this Agreement pursuant to Local Government Code § 271.101, et seq., "local government" has that meaning assigned to it by Local Government Code, § 271.101(2) which definition includes counties, municipalities, junior college district, regional planning commissions and other political subdivisions of the state.

f. "Member" means a local government entity or political subdivision that either joined to create CIRA through the Original Interlocal Agreement or has joined CIRA by executing an Interlocal Participation Agreement, including this Agreement.

g. "Telecommunications" means any transmission, emission, or reception of signs, signals, writings, images, or sounds of intelligence of any nature by wire, radio, optical, or other electromagnetic systems. The term includes all facilities and equipment performing those functions that are owned, leased, or used by member entities.⁵

3.01. Powers and Duties.

1. Members agree to use their best efforts to cooperate and work together, whenever possible and feasible, in all matters relating to information resources and technologies, and shall develop, purchase and maintain such services as may be deemed necessary, feasible, and appropriate, including but not limited to:

- a. sharing of information, experiences and best practices;
 - b. planning and feasibility studies;
 - c. acquiring and assisting in the acquisition of bandwidth and in particular, direct full-time connections to the Internet through high-speed, high-bandwidth connections;
-

- d. establishing software, hardware and data standards;
 - e. technical assistance, training and education;
 - f. seeking grants and other funding sources for Members' information resources and technologies;
 - g. creation and maintenance of a statewide virtual private network, internal Member networks and services related to those networks;
 - h. cooperative or joint procurement of products, goods and services;
 - i. coordinating with the efforts of State and Federal agencies;
 - j. purchasing or creating shared applications;
 - k. geographic information systems and data;
 - l. data processing services; and
 - m. creation of online information, reporting, and other services either directly, through private contractors, or through partnerships with state agencies.
2. Members shall create and maintain an information resource and technologies information repository and web page for exchange of data and information in support of the purposes of this Agreement.
3. Members shall do a review and assessment of their information resources, technological capabilities and needs and shall, within twelve months from the date of this Agreement, prepare a joint plan to address those needs, which shall include an itemized list of services to be provided.
4. Members shall provide such information and/or data as may be necessary to carry out the purposes of this Agreement, including surveys and questionnaires.
-

5. Members shall, where possible and practicable, comply with the recommendations and standards developed under this Agreement.

6. Each Member shall appoint an official or employee from the Member entity to serve as the Information Resource Manager for the Member who shall be the official representative of the Member.

7. Members shall form a Task Force made up of county officials, state agency personnel, and others to study information resource and technologies issues and make recommendations. The members of this Task Force are not required to be from Member entities.

8. This Agreement does not require a Member to use any particular service nor does this Agreement require the provision of any particular service. Members shall determine, in accordance with the provisions of this Agreement, the services to be offered or eliminated. It is understood and agreed that the services contemplated under this Agreement will be phased in as deemed necessary, feasible and practicable.

9. Other than membership fees, financial obligations of Members under this Agreement shall arise only under the terms and provisions of a separate contract, agreement, or instrument that has been formally and specifically approved by the governing body of the Member. No Member shall ever be liable to pay or be responsible for payment of any sum of money to or to any other Member or to any other person or party solely by reason of its execution of this Agreement and shall not be entitled to a refund of any membership fees.

4.01. Membership.

Membership shall be available to any local government or political subdivision, as defined herein, by the execution of an Interlocal Participation Agreement. Any Member may, upon a valid order of its governing body and upon 30 days notice, cancel its membership. Any Member who cancels its membership gives up any and all rights and privileges that it might otherwise have under this Agreement.

5.01. Membership Dues.

The Members agree that membership dues may be collected, increased, or decreased.

6.01. Funding.

Activities engaged in pursuant to this Agreement may be funded by membership fees, contributions, donations, grants, services rendered, goods provided, contracts with state or federal agencies, administrative fees, or other sources.

7.01. Current Revenue

The Member hereby warrants that all payments, contributions, fees and disbursements, if any, required of it hereunder shall be made from current revenues. No debt is created by this Agreement.

8.01. Term

The term of this Agreement shall be one (1) year from the date hereof and shall automatically be renewed on each anniversary of the commencement date. Any member may elect to withdraw from the Agreement at any time upon an order of the commissioners court with notice as provided below.

9.01. Applicable Law

The laws of the State of Texas shall govern the interpretation, validity, performance and enforcement of this Agreement.

10.01. Severability.

If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, the legality, validity and enforceability of the remaining provisions of this Agreement shall not be affected thereby and this Agreement shall be liberally construed so as to carry out the intent of the parties to it.

11.01. Governance.

- a. The County Information Resources Agency (CIRA) is governed and managed by a Board of Directors in accordance with this Agreement and the Bylaws of the Agency attached hereto. Said Bylaws are made a part hereof by reference as if fully set forth herein. Approval of this agreement constitutes approval of the bylaws.
- b. It is the intention of the Members that CIRA have any and all powers, rights, privileges, and immunities granted under this Agreement and the laws of this State as now exist or which, in the future may be enacted.
- c. The CIRA Board shall have the authority to amend the Bylaws at any time as may be necessary, in the discretion of the Board, to carry out the purposes of this Agreement. The Board shall also have the authority to develop and approve additional Interlocal Participation Agreements that allow for access to services of and/or membership in CIRA, and may also amend the form and substance of any such Interlocal Participation Agreement at any time, provided, however, that any such amendments will be effective only prospectively, and will not operate to unilaterally amend any agreement previously reached with any Member.
- d. All monies paid by Members to the Agency under this Agreement, including membership fees, are for services rendered and administrative costs. Members have no equity rights in any of the assets or property of the Agency nor are any Members liable for any of the debts of the Agency. Assets in the hands of the Agency remain the assets of the Agency until such time as this Agreement may terminate as provided for herein.

12.01. Dissolution.

This Agreement shall terminate when there are less than two Members or upon recommendation of the Board of Directors and approval of all Members. No Member shall have any right of partition or similar right or ability to dissolve the Agency or terminate this Agreement or to make a claim against, acquire, or levy against any of the property or assets of the Agency. Upon dissolution, the current Members shall be entitled to receive any net assets of the Agency in a formula agreed upon by the Board of Directors of the Agency.

13.01. Amendment

Subject to the provisions of Section 11.01(c), this Agreement shall not be amended or modified other than in a written agreement signed by the parties, or as otherwise provided under this Agreement.

14.01. Exclusive Right to Enforce

The County Information Resources Agency and the Members have the exclusive right to bring suit to enforce this Agreement and no other person may bring suit, as a third party beneficiary or otherwise, to enforce this Agreement.

15.01. Notices.

All notices and communications under this Agreement shall be sent via the United States Postal Service with proper postage by certified mail, return receipt requested, or delivered, to the Agency at the following addresses or to such other address as the Board of Directors of the Agency may later designate by amendment to the Bylaws of the Agency:

The County Information Resources Agency
% The Texas Association of Counties
1204 San Antonio
Austin, Texas 78701

IN WITNESS WHEREOF, the governing bodies of both the County Information Resources Agency and the undersigned local government or other political subdivision have approved and adopted this Agreement and have caused this Agreement to be executed and it shall become effective upon the date that both parties have signed this Agreement.

AGREED to and ADOPTED by governing body of Williamson County on the 12th day of March, 2002, and executed by the undersigned authorized member of its governing body:

Name: John C. Daefler 3-12-02

Title: County Judge

AGREED to by the County Information Resources Agency on the _____
day of _____, 2002.

For the County Information Resources Agency

AGENCY COORDINATOR DESIGNATION

The Member hereby assigns and designates the following individual as the
Agency Coordinator as required by this Agreement and Bylaws:

Printed Name: Jay Schade

Title: IT Director

Address: 405 MLK Suite 308
Georgetown TX 78626

Phone No.: (512) 943-1460

E-Mail: jschade@wilco.org

AGENDA ITEM 38

Consider approving service agreement with Kohutek Engineering for Schwertner project.

Moved: **Commissioner Limmer**

Seconded: **Judge Doerfler**

Motion: To approve a service agreement with Kohutek Engineering for the Schwertner project.

Vote: **4 - 0**

< Attachment >