

**AGENDA ITEM 19**

Consider approving participation in CUC's program for development of requirements and standards for a common integrated justice system in Texas counties.

Jay Schade from ITS discussed participation in phase one of the program for developing common specifications for an integrated justice system among counties. Bonnie Wolbrueck discussed her reservations as to the urban counties program and her preference for continuing the use of TSG based on what she has experienced in the District Clerk's office.

Moved: **Commissioner Boatright**

Seconded: **Judge Doerfler**

Motion: To approve participation in phase one of CUC's program for development of requirements and standards for a common integrated justice system in Texas counties.

Vote: 3 – 1. **Commissioner Hays** opposed.

<Attachment>



January 24, 2003

**Chair**  
Commissioner  
El Franco Lee  
Harris County

**Chair Elect**  
Commissioner  
Mike Heiligenstein  
Williamson County

**Vice-Chairmen**  
Comm. Phyllis Cole  
Collin County  
Judge Jose Pulido  
Hidalgo County  
Comm. Glen Whitley  
Tarrant County  
Comm. Tim Brown  
Bell County  
Comm. Margaret Gomez  
Travis County

**Executive Director**  
Donald Lee

**Member Counties**  
Bell ~ Bexar  
Brazoria ~ Brazos  
Cameron ~ Chambers  
Collin ~ Comal  
Dallas ~ Denton  
El Paso ~ Ellis  
Fort Bend ~ Galveston  
Grayson ~ Gregg  
Guadalupe ~ Harris  
Hays ~ Hidalgo  
Hunt ~ Jefferson  
Johnson ~ Kaufman  
Lubbock ~ McLennan  
Midland ~ Nueces  
Rockwall ~ San Patricio  
Smith ~ Tarrant  
Travis ~ Webb  
Williamson

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**To: Texas Conference of Urban Counties**  
County Judges, Commissioners, Administrators & IT Directors

**From: UC-IJIS Interim Steering Committee**  
Honorable Mike Cantrell, Commissioner, Dallas County  
Honorable Phyllis Cole, Commissioner, Collin County  
Honorable Charles Bacarisse, District Clerk, Harris County  
G.K. Maenius, County Administrator, Tarrant County  
J. Allen Clemson, Commissioners Court Administrator, Dallas County  
Joe Harlow, Chief Technology Officer, Travis County  
Bob Wessells, County Court Administrator, Harris County  
John Hennessey, Director Information Mgt. Systems, Dallas County  
Caren Skipworth, Director of Information Systems, Collin County  
David Morgan, Chief Information Officer, Bexar County  
Robert Canterbury, Information Technology Director, Galveston County  
Peter Cooper, Information Technology Director, El Paso County  
Donald Lee, Executive Director, Urban Counties

**Re: Proposal to Develop Requirements and Standards for a Common Integrated Justice System in Texas Counties**

The Urban Counties Interim Steering Committee on Integrated Justice Information Systems proposes the enclosed project for consideration by your county. The proposal was developed in anticipation of expenditures this decade by Texas urban counties of more than \$150 million on separate integrated justice information systems. This project proposes to coordinate these separate efforts into a unified process that reduces duplication, leverages existing work, increases market power, and provides each participating county with a state-of-the-art integrated justice system at a greatly reduced cost.

The overall effort is separated into independent phases each of which has value to counties without the subsequent phases. This will limit commitment of expenditures to what is imminently feasible and valuable.

The next phase, Phase II, is for the development of a consolidated requirements definition and the development of standards ensuring the easy exchange of information by the county system with State and Federal agencies, local law enforcement agencies, and other counties.

2/3/03  
copy done  
+ [signature]

Completion of Phase II will allow participating counties to proceed together with a common system, or would provide each county with a valuable document that would be necessary in order to proceed alone – obtained at significantly less cost than proceeding alone. The attached proposal discusses deliverables in detail.

The project will be complete no later than May 2004. The attached proposal provides a detailed timeline.

The project will be formed by an interlocal agreement between participating counties.

The project will be governed by an independent board composed of a representative of each participating county, appointed by commissioners court, with weighted voting strength based upon financial contribution to the project. The board will meet monthly. Board members will appoint personnel to serve on a Technical Committee that will meet by conference call each week of the project.

The Texas Conference of Urban Counties will act as administrator of the project. The services of an experienced governmental IT consulting firm will be retained to provide staff support to the board and technical committee and project oversight. An RFP will be released for consulting services to produce the project deliverables. The attached proposal provides a detailed work plan.

The total project cost will be between \$600,000 and \$800,000, spanning this and the next county fiscal years. Actual project costs will be known when the service supplier is selected in May of 2003. Participating counties must commit to pay their share of \$680,000 based on population, 60% of which is due immediately, with 40% coming in your next fiscal year. If the project costs will exceed \$680,000, then the balance will come in the next fiscal year and will require additional approval from each commissioners court. The attached proposal provides a detailed budget.

To participate in the project your commissioners court must adopt the attached resolution approving the interlocal agreement and appointing a representative to the project. **Your county needs to make this decision no later than March 15, 2003.**

Please contact any of us with questions about this proposal. Further, Donald Lee of the Urban Counties is available to meet with you upon request.

**Phase II Proposal by the  
IJIS Steering Committee  
For the Development of a  
Texas Common Integrated Justice System (TCIJS)  
January 24, 2003**

This proposal has been prepared by the Integrated Justice Information System (IJIS) Steering Committee for presentation to the Texas Conference of Urban Counties. It presents an overview of a proposed project to develop the requirements for a new, common integrated justice system for use by multiple Texas counties. The performance of this project is contingent upon approval of the Board of the Texas Conference of Urban Counties, and obtaining commitment from a minimum number of counties to participate and fund the project.

### **Background**

There are significant pressures being placed on the Justice Information Systems in use by Federal, State and local governments. These pressures have resulted from the post-September 11, 2001 terrorist attacks on the World Trade Center, which caused a major emphasis to be placed on sharing justice information, and ongoing, significant changes in technology. Compounding the problem is that these pressures are being placed on systems that are frequently old, have limited functionality, and lack the flexibility to address new functional or technical requirements.

There is a major movement underway in Texas counties to improve their Justice Information Systems (JIS). The new generation of systems is frequently referred to as Integrated Justice Information Systems (IJIS). This integration occurs at two levels: (1) a comprehensive system architecture that serves the needs of all justice related and law enforcement agencies within a county, and (2) the ability to integrate a county's justice information with other governments, including other local, State, and Federal agencies. By the single entry of data in a county's IJIS system, the information is made available to all county agencies as well as to other cities and counties, and the State and Federal government. Similarly, a police officer making a traffic stop could have immediate access to the vehicle registration data, and determine if the driver is wanted in the county, in another city or county, or by State and Federal agencies.

The need for sharing data is not new and counties have performed some level of data sharing for a number of years. This sharing has often occurred through the laborious multiple entry of data into different systems, or through specialized software developed to support the data exchange process. However, there are increasing demands for enhanced levels of data exchange and integration. These demands strain existing systems and processes and often require substantial investments in aging systems built on out-of-date technology platforms.

In the next 5 years a large number of Texas counties will have efforts underway to replace or significantly enhance their existing systems. The Urban Counties have recognized that there are substantial potential benefits to be achieved through the coordination and standardization of these projects. If the counties perform these projects independently, the total cost could easily exceed \$200,000,000. This cost can

be reduced dramatically through the coordination of efforts and standardization of the work-products.

The Urban Counties have begun Phase I of the project to achieve coordination of IJIS across Texas counties. This proposal is the result of these Phase I activities. The document presents an approach and estimated cost for performing Phase II

### **Approach and Strategy**

The approach proposed by the IJIS Steering Committee is to coordinate the development of a new Texas Common Integrated Justice System (TCIJS) across multiple counties. A single project would be performed and structured so that all participating counties can use the project output. The first phase includes mobilization activities including the preparation of this proposal for Phase II. Upon approval, Phase II will commence focusing on defining the requirements for TCIJS and preparation of a data dictionary and XML mapping strategy. The third phase, if approved, would include system development and implementation. Detailed information regarding Phase II is presented below.

#### ***Phase II – Requirements Definition and Database Design***

Phase II provides for defining the functional and technical requirements that the TCIJS must address and includes development of a data dictionary for new system. This phase starts with an RFP process for the selection of a vendor to perform the Phase II tasks.

The tasks to be performed in this phase can be divided into two primary activities, vendor selection and requirements definition. The vendor selection related tasks include the following:

- **Develop and Issue a Request for Proposal (RFP)** – A request for proposal will be developed and issued for Phase II – Requirements Definition and Database Design. An inventory of functions to be included in the requirements definition process is provided in Attachment A. The RFP will be issued to a variety of system design and integration companies.
- **Evaluate RFP Responses** – This task encompasses those activities necessary to effectively review the RFP responses. An evaluation committee made up of a cross-section of participating counties, stakeholders representing major functional areas, and technology professionals will perform the evaluation. The process will include oral presentations, reference checks, and potentially a Best and Final Offer (BAFO) process.
- **Contract Negotiation and Execution** – This task encompasses the negotiation of a contract acceptable to both the Urban Counties and the selected vendor.

The Urban Counties has received an unsolicited proposal from a vendor (Noblestar) for the performance of Phase II. Noblestar is currently assisting Harris County with its IJIS project. This proposal has been reviewed in detail. There are currently no other proposals that would enable any type of competitive assessment of its approach, staffing, or cost. It appears to be a time and materials offer with a wide range of total potential costs. We recommend that the Urban Counties competitively procure a vendor for Phase II and will encourage Noblestar to propose. An alternative would be to approve the current Noblestar proposal.

The selected vendor will perform the second major activity of this phase, that of defining requirements and preparing a high level conceptual design for the new TCIJS. The tasks to be performed by the vendor include:

- Development of a Comprehensive Inventory of Requirements – identifying those that are common across all participating counties, and those that are deemed “county specific”, that is, the requirement only exists for one of the participating counties. The contractor should carefully review requirements related documents already prepared by counties. Harris County and Collin County have made substantial progress in this area and the requirements they have prepared will be used as the starting point in this effort. The Rational tools will be used to document the requirements.
- Preparation of a TCIJS Data Dictionary – identification and definition of data elements that are common to TCIJS (statewide and county specific). The data definition tasks should be coordinated with the efforts being undertaken by the Texas Criminal Justice Information Users’ Group (TCJIUG) and any other Texas state or federal agency working on defining data standards. The preparation of a glossary of terms should also be prepared as a part of this task. The Rational tools will be used to document the data dictionary.
- Definition of an XML standardization strategy – how the system will interact cross-jurisdictionally (including State and Federal). The vendor must work with a variety of groups already in the process of defining XML tagging strategies at the State and Federal level. Both the civil and criminal justice areas will be included in this XML tagging effort.

The vendor should also prepare several documents that provide important information for making a decision regarding Phase III. The cost of preparation of these documents should be separately identified in the vendors’ cost proposals. These document preparation tasks include:

- Development of the TCIJS Conceptual System Design – This conceptual design presents a high level design for the new system.
- Development of the Recommended Technical Architecture – This architecture should include a recommended approach for connecting participating counties, state, and federal databases in order to support information exchange (national and state standards assessment). This architecture should also include any planned use of development tools, programming languages, hardware platforms, operating systems, and other technical architecture factors relevant to the development and deployment of the system. The solution architecture must be “open” to facilitate usage by all participating counties.
- Preparation of a Development and Implementation Plan – This would include a plan for development by major module and discuss options for implementation /

deployment. The plan should also include an estimate of resources required for Phase III. This estimate should include county resources as well as contractor/development resources.

- Development of a Cost / Benefit Analysis – This analysis would use updated project cost information to assess the business case for performing Phase III.

Phase II should also include additional investigation into efforts of other local governments in the development of integrated justice systems. Of particular importance is an assessment of the availability of package applications to achieve the requirements of one or more of the major functional areas within the scope of TCIJS. For example, there may be products available to address basic court management functionality.

### ***Phase III – Software Development and Implementation***

Upon completion of Phase II, the TCIJS Steering Committee will review the Phase II deliverables and assess the appropriateness of proceeding with Phase III, Software Development and Implementation. The outputs of Phase II will include a Phase III work plan, resource estimates, and an overall architecture to guide the Phase III activities. This phase encompasses the activities necessary to fully develop, test and implement the TCIJS in an initial, pilot county. Phase III should begin with the issuance of an RFP for a vendor to perform Phase III.

### ***Project Schedule***

A preliminary schedule for the completion of the performance of Phase II is presented in Attachment B. This schedule will need to be updated on an ongoing basis. An important influence on the schedule is the ability to establish an overall project infrastructure and governance structure.

## **Estimated Cost and Resource Requirements**

Preliminary cost estimates have been developed for Phase II of the project. These estimates are based on discussions with counties undertaking similar efforts, and the experience of counties implementing other large administrative systems. These estimates are discussed below and summarized in Attachment C.

### ***Phase II – Requirements Definition and Conceptual Design***

Phase II consists of two primary activities: (1) performing a competitive procurement to select a vendor for Phase II, and (2) the performance of the requirements definition and database design tasks.

The first activity includes developing and issuing an RFP, evaluating the RFP, and negotiating and awarding the contract. This activity should take approximately two and one half (2 ½) months and require approximately 300 hours of support from the independent project management contractor at a cost of approximately \$45,000. Tasks and deliverables of this activity include:

- TCIJS Request for Proposal
- RFP Evaluation Guide (including scoring sheets)
- Oral Presentations
- Best and Final Offer (BAFO) process (optional)

- Evaluation Committee recommendation
- Negotiated contract

The time estimate and cost of this activity could be impacted if a large number of proposals are received, if more than three vendors are selected for oral presentations or BAFOs, or if there are any difficulties involved in the contract negotiation process.

The second major activity of this phase is the selected vendor performing the requirements definition and conceptual design tasks. The preliminary estimate for this phase is approximately six (6) to eight (8) months with costs ranging from \$500,000 to \$700,000. The expected completion date for this activity is between December 1, 2003 and March 1, 2004. The tasks and deliverables for this activity will not be finalized until the RFP is prepared and the contract is signed. A preliminary set includes:

- Comprehensive requirements inventory (functional and technical)
- Data dictionary and preliminary entity relationship diagram
- XML standardization and usage strategy
- Additional Items to be prepared as part of the project:
  - Conceptual design depicting major software components
  - Recommendations regarding technical architecture
  - Phase III Development and implementation plan
  - Cost / Benefit analysis

An independent project/contract manager will be retained by the Urban Counties to provide support and oversight to the project. The estimated cost for this oversight is \$72,000 to \$96,000. This is based on a half-time position (80 hours/month) for the six (6) to eight (8) month duration. (6 to 8 months at 80 hours/month, at a rate of \$150/hour). It should be noted that this time commitment and cost could increase without the proper allocation and commitment of participating county resources.

### **Anticipated Benefits**

The Texas Common Integrated Justice System (TCIJS) has the potential to save participating counties substantial financial resources if properly coordinated and executed.

#### ***Cost Savings from Sharing Requirements Definition and Database Design***

Phase II – Requirements Analysis and Database Design, will result in meaningful benefits even if Phase III – System Development and Implementation, is never performed. Any county undertaking an IJS project will have to go through the same requirements definition and design activities. Upon completion of Phase II, all participating counties will have access to the TCIJS deliverables including the requirements inventory and data dictionary. By starting with these deliverables a county could easily save 50 to 75% of the cost of performing the projects on their own without the TCIJS starting point. Using a savings factor of 50%, a breakeven point is reached with just two counties participating.



***Use of Common Data Dictionary***

The establishment of a common data dictionary for use by participating counties also provides substantial benefits. In addition to supporting any subsequent development efforts, it lays the framework for standardizing and sharing data across counties, other municipalities, and the State and Federal government.

***XML Standardization and Usage***

There are a variety of efforts underway at the State and Federal level regarding the most appropriate approach for implementing an XML tagging methodology that facilitates sharing of data. For participating counties, this effort can be centralized. The use of a common data dictionary will greatly facilitate the counties abilities to develop and implement a preliminary methodology (for initial sharing) and to incorporate any final decisions made at the State and Federal level.

***Cost Savings from Using Common Software***

The potential savings available by proceeding with Phase III are more dramatic. If a common system is available to counties that addresses 80 to 90% of their requirements, the implementation costs could easily be 1/3 to 1/4<sup>th</sup> the cost of developing and implementing their own systems.

***Other Items for Consideration***

As the TCIS project moves forward the Steering Committee will need to address a number of decision points regarding the strategic direction of the project. The following items are a list of some of the potential decision points.

- Access and ownership of work products:
  - Deliverables such as the requirements inventory – To what degree should the project's work products be made available to non-participating organizations?
  - Future applications that may be developed – Software modules developed over the course of the project will be of substantial value. However, if the products are intended to be marketed to other governments, there are increased demands on software and user documentation and ongoing maintenance including help desk support, software maintenance, testing and issues new releases, and the like. There will also be a need to support product marketing.
- Strategic partnership with a vendor – Selected vendors have expressed an interest in forming a partnership for Phases II and III of the project. Preliminary discussions included the vendor subsidizing the development effort in exchange for the rights to perform the implementations, receive ongoing maintenance and usage fees, and obtain the rights for marketing.
- Implementation / Deployment strategy – should the software being developed be deployed by major modules or as an integrated system? What is the process for determining the rollout schedule to the participating counties?

These decision points do not need to be addressed now. Instead, they serve to illustrate the strategic options and decisions that the Steering Committee may be involved with as the TCIS project progresses.

### **Potential Project Risks**

Any large system development project faces a number of risks that have the potential to prevent the project from reaching its stated objectives within the planned budget and schedule. Improved project management techniques help to avoid many of the causes of "runaway projects" and the vendor selection process should incorporate the vendor's track record for on-time delivery of software as a part of the evaluation process. A review of the literature relating to the development of justice systems focuses on two primary, inter-related risk areas that need to be carefully considered.

- Executive commitment and sponsorship – Many independent organizational entities will be involved with the project, each with a history of acting autonomously. This is true within a county and will be more complicated when multiple counties are involved. It is essential that the participating counties provide strong executive leadership and commitment to the project during all project phases.
- Governance – The governance structure must be able to effectively deal with the independent nature of the participating entities and have a process in place for strong decision-making and issue resolution.

**Attachment A**  
**TCIJS –Inventory of Functional Areas**

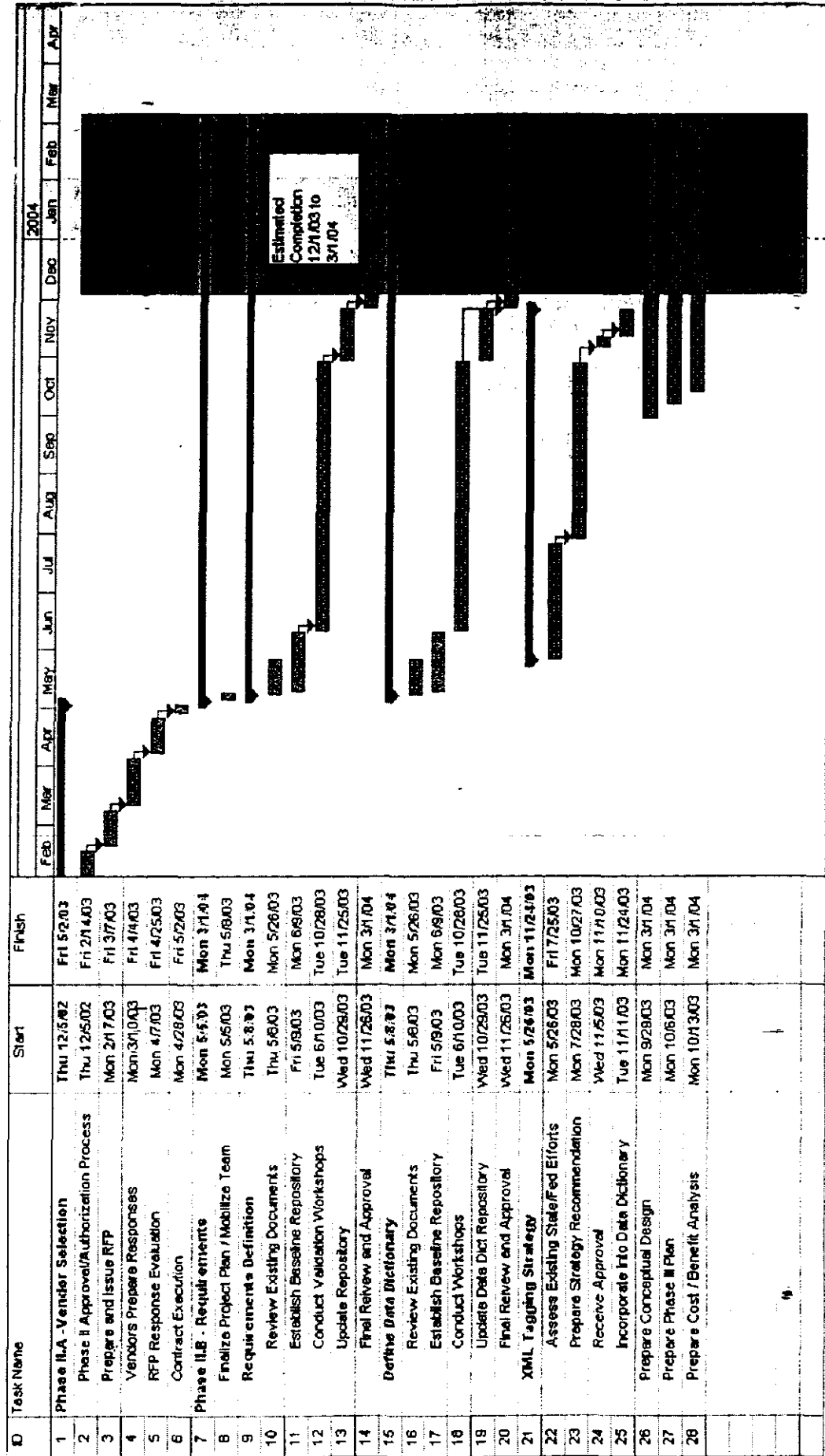
**The TCJIS must provide a comprehensive process for all civil and criminal justice activities. Functional areas within this process include, but are not limited to the following:**

Incident and Investigation	Document Generation and Management
Arrest and Identification	Records Management
Detention and Incarceration (all stages from book-in to book-out)	Scheduling
Pre/Post Trial Supervision	Property/Evidence Management
Probation	Warrant Management
Bond Process	Victim/Witness Information Management
	Jury Management
	Justice Administration
Case Intake and Management	Supporting Systems
Court Case Proceeding	AFIS
Case Disposition and Sentencing	CAD
	OLO
	GIS
Fines/Fee Processing (Collection & Disbursement/Assessment through Distribution)	
Trust Accounting (Proceeds and Management)	

**TCIJS – Preliminary Inventory of Participating Organization Units**

District Criminal Court	Pre-Trial Service Agencies
District Family Court	Indigent Defense Services
District Civil Court	Mental Health Services
District Juvenile Court	
District Clerk	Office of Court Services
District Attorney	Community Services and Corrections Agencies
County Civil Court	Treatment Providers
County Clerk	Ability to interface/interact with a number of external entities including:
County Criminal Court	➤ Participating State Agencies
County Attorney	➤ Participating Counties / Municipalities
Justice of the Peace Court	➤ Private Sector Agencies
Probate Court	
Sheriff	
Constables	
Medical Examiner	
Crime Laboratory	
Fire Marshall	
District Criminal Court	

# Attachment B Project Schedule



**Attachment C – Phase II Cost Summary**

Process	Estimated Cost		Budgeted Amount
	6 Month Estimate	7 Month Estimate	
RFP Preparation and Vendor Selection (two months elapsed time and 300 hours of support)	\$45,000	45,000	\$45,000
Phase II – Requirements and Database Design	\$500,000	700,000	\$535,000
Independent Project Management and Oversight (6 or 8 months of ½ time project management)	\$72,000	\$96,000	\$72,000
Urban Counties Legal and Administrative Support (\$2,500/month administrative support and \$1,000 per month legal support. 8 or 10 months)	\$28,000	\$35,000	\$28,000
Total Phase II	\$645,000	\$876,000	\$680,000**

\*\*Note: Texas Conference of Urban Counties has previously estimated that the budget for this project will be approximately \$680,000. A final budget amount will be known by May 30, 2003. Any increase in cost will be considered a FY 2004 budget item and will be presented to participating counties for review and approval at that time.

STATE OF TEXAS           §    **INTERLOCAL AGREEMENT FOR**  
                                 §    **COORDINATED INTEGRATED**  
                                 §    **JUSTICE SYSTEM**

**WHEREAS**, the County of Bexar, the County of Collin, the County of Dallas, the County of Galveston, the County of Harris, the County of Tarrant, and the County of Travis ("the Counties") desire to join together to explore the desirability and feasibility of jointly procuring an integrated justice system; and

**WHEREAS**, the Texas Conference of Urban Counties, Inc., ("the CUC") is a nonprofit corporation created and operated to provide governmental functions and services on behalf of its members; and

**WHEREAS**, the Interlocal Cooperation Act (the Act), Chapter 791 of the Texas Government Code, authorizes local governments to agree with other local governments, including nonprofit corporations created and operated to provide one or more governmental functions and services, to purchase goods; and

**WHEREAS**, the Counties desire to contract with the CUC to procure a requirements definition; data dictionary, and an XML tagging system for an integrated justice system, and to provide administrative and other services necessary to accomplish the Scope of Work; and

**WHEREAS**, the CUC desires to procure those items on behalf of the Counties; and

**WHEREAS**, the parties find that the payments by the parties for services performed pursuant to this agreement may be made from current revenues readily available to the paying parties; and

**WHEREAS**, the parties each find that the amount paid for the services performed under this agreement fairly compensates the performing party.

**NOW, THEREFORE, THIS AGREEMENT** is hereby made and entered into individually by the Texas Counties of Bexar, Collin, Dallas, Galveston, Harris, Tarrant and Travis and the Texas Conference of Urban Counties, Inc., upon and for the mutual consideration stated herein:

## I. SCOPE OF WORK

This Agreement is entered into individually by the Counties and the CUC for the purpose of jointly procuring a requirements definition, data dictionary and an XML tagging system for an integrated justice system. The scope of the project is further set forth in the Phase II Proposal by the IJIS Steering Committee for the Development of a Texas Common Integrated Justice System, Exhibit B.

The actual joint procurement of any information technology system is not contemplated by this Agreement, and may be the subject of a separate agreement between the participants. Rather, it is anticipated that this Agreement and the tasks performed pursuant to this Agreement will produce a global requirements definition, data dictionary and an XML tagging system that can be used as the basis of an integrated justice system that can be implemented in any of the participating counties.

## II. ROLE OF THE CUC

- A. The CUC will provide administrative and other services necessary for the project, conduct procurement functions, and enter into contracts with (1) a project manager; and (2) one or more vendors to develop the requirements definition, data dictionary and XML tagging system. The CUC will utilize a competitive process in selecting such vendors.
- B. For services performed, the CUC shall be paid the sum of \$3500 per month through completion of the Scope of Work.
- C. The CUC shall keep all funds received from the Counties in a separate bank account with interest accruing to the benefit of the Counties. All expenditures are subject to approval of the Board as it may determine appropriate. The CUC is required to keep detailed financial records in accordance with generally accepted accounting practices of all transactions related to this project. All such financial records shall be available for inspection by any participating county at any time.
- D. The CUC shall comply with timelines established by the Board. In the event the CUC causes a delay or other event that directly results in additional charges being assessed by persons or entities performing services pursuant to this Agreement (other than the CUC), then the CUC shall bear the additional expense, as determined by the Board.
- E. In the event the project is terminated prior to completion, or in the event funds remain after completion of the project, the CUC shall return unexpended funds to the Counties in proportion to the amount contributed by each county.

### **III. OVERSIGHT**

- A. The project and the activities of the CUC shall be directed by the Board of the Integrated Justice Project. The Board shall be composed of one representative from each of the participating counties, as chosen by each county's commissioners court or as otherwise determined by each commissioners court. A county may change its representative at any time. Four members of the Board shall constitute a quorum, regardless of their respective voting strengths. Board members serve without compensation. The Board shall have final decision-making authority in regard to accomplishing the purposes of this Agreement, but may not bind their respective counties to obligations not set forth in this Agreement.
- B. Voting strength of each representative shall be equal to the respective percentage of the financial contribution of the county to all county contributions, as set forth in Exhibit A. As additional counties join in this ILA, the voting strength of each representative will be adjusted in accordance with this formula, and Exhibit A will be amended accordingly without further action of the parties.
- C. The Board of Directors shall elect from its members one representative to serve as Chairman of the Board. The Chairman shall preside over meetings of the Board.
- D. Each county's representative shall designate one or more individuals from the county to serve on a project technical committee. The Board, in its discretion, may also designate individuals to serve on this technical committee. The purpose of the technical committee is to review current and desirable information technology systems and to make recommendations to the Board.

### **IV. INTERNAL GOVERNANCE AND COMPLIANCE WITH TIMELINES**

- A. In order to ensure that the work product of this Agreement is supported by those local county officials who are the end users of the information technology system to be designed, and to allow for input by such officials, each County is responsible for establishing an internal governance structure for facilitating participation by its local officials. Each County shall endeavor to create a structure that will allow for timely review and comment upon periodic status reports of the work performed pursuant to this Agreement.
- B. Each County shall coordinate timely meetings with persons and entities contracted to perform work pursuant to this Agreement, and shall provide such persons with reasonable accommodations and access to computing systems, systems users and others with relevant knowledge of current computing systems and justice-related processes and functions.



- C. In the event a County causes a delay or other event that directly results in additional charges being assessed by persons or entities performing services pursuant to this Agreement, than that Party shall bear the additional expense, as determined by the Board. As used herein, "delay" shall mean a failure to meet task deadlines established by the Board. Illustrative Examples: (1) If a county schedules a meeting with the project manager, but because of the unavailability of one or more county personnel a second meeting is required, then the Board may require the county to bear the additional cost of that second meeting, if any. (2) If all counties are required to internally review and comment upon a vendor deliverable no later than March 1, and a county does not do so, and if such delay directly results in additional charges by the project manager, then the Board may require that county to bear those additional charges.

## V.

### BUDGET AND FUNDING

- A. The initial budget for the scope of work is \$680,000.00. Each participating county's share of this obligation shall be equal to the respective percentage of population of the county to the total population of all participating counties, as set forth in Exhibit A. As additional counties join, the budget may be adjusted to reflect changes in costs, and the respective budget figures will be adjusted in accordance with this population formula and Exhibit A will be modified without further action of the Parties. In such case, each Party's second installment payment may be adjusted accordingly, or if the second installment payment has been paid, then the Party may receive a refund from the CUC. Except as set forth in Section IV.C., in no event will a County be obligated to pay more than the amounts set forth in the original Exhibit A without formal approval of the County's commissioners court.
- B. Each county shall provide its funding to the CUC in two installments, the first in an amount equal to 60% of the county's total obligation and the second in an amount equal to 40% of the county's total obligation. The first payment is due from each county 15 days after execution of this Agreement. The second installment will be billed by the CUC in the County's next fiscal year.
- C. In the event one or more counties withdraw from this Agreement, the remaining counties desiring to proceed may amend this Agreement to include a new budget and funding formula, or this Agreement may be terminated and remaining funds, if any, will be distributed to the Counties in accordance with this Agreement.

## VI.

### PARTICIPATION BY ADDITIONAL COUNTIES

Additional counties may participate in this Agreement with approval of the Board. Such counties will be required to approve this Agreement and provide funds in accordance with Section V.

**VII.  
REJECTION OF THIS AGREEMENT BY ONE OR MORE NAMED PARTIES**

This Agreement is not binding unless approved by the commissioners courts of all named Parties.

**VIII.  
WITHDRAWAL**

A County may withdraw from the Agreement at any time. However, there will be no refund of amounts previously paid to fund this endeavor.

**IX.  
OWNERSHIP OF WORK PRODUCT**

Each County shall be vested with an undivided ownership right in all work product resulting from this Agreement. However, if a party withdraws from this Agreement before the completion of the Scope of Work, that party shall have an ownership interest in only the work product in existence at the time of the party's withdrawal.

**X.  
AMENDMENT**

This Agreement may not be amended except in a written instrument specifically referring to this Agreement and signed by the parties hereto.

**XI.  
FISCAL FUNDING**

The obligations of the Counties pursuant to this Agreement are contingent upon the availability and appropriation of sufficient funding. Any party may withdraw from this Agreement without penalty in the event funds are not available or appropriated. However, no party will be entitled to a refund of amounts previously contributed in the event of withdrawal for lack of funding.

**XII.  
BINDING AGREEMENT, AUTHORITY, PARTIES BOUND**

This Agreement has been duly executed and delivered to all parties and constitutes a legal, valid and binding obligation of the parties. This Agreement may be executed in multiple counterparts. Each person executing this Agreement on behalf of each party represents and warrants that they have full right and authority to enter into this Agreement.

**XIII.  
APPLICABLE LAW**

This Agreement shall be expressly subject to the participating parties' Sovereign Immunity and all applicable federal and state law. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.

**XIV.  
SEVERABILITY**

In the event that one or more of the provisions contained in the Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability of the Agreement shall be construed as if such invalid, illegal or unenforceable provision has never been contained herein, but shall not affect the remaining provisions of this Agreement, which shall remain in force and effect.

**COUNTY OF BEXAR**

By: \_\_\_\_\_  
County Judge

Date: \_\_\_\_\_

*APPROVED AS TO FORM:*

By: \_\_\_\_\_  
Assistant District Attorney

**COUNTY OF DALLAS**

By: \_\_\_\_\_  
County Judge

Date: \_\_\_\_\_

*APPROVED AS TO FORM:*

By: \_\_\_\_\_  
Assistant District Attorney

**COUNTY OF HARRIS**

By: \_\_\_\_\_  
County Judge

Date: \_\_\_\_\_

*APPROVED AS TO FORM:*

By: \_\_\_\_\_  
Assistant County Attorney

**COUNTY OF COLLIN**

By: \_\_\_\_\_  
County Judge

Date: \_\_\_\_\_

*APPROVED AS TO FORM:*

By: \_\_\_\_\_  
Assistant District Attorney

**COUNTY OF GALVESTON**

By: \_\_\_\_\_  
County Judge

Date: \_\_\_\_\_

*APPROVED AS TO FORM:*

By: \_\_\_\_\_  
Assistant County Attorney

**COUNTY OF TARRANT**

By: \_\_\_\_\_  
County Judge

Date: \_\_\_\_\_

*APPROVED AS TO FORM:*

By: \_\_\_\_\_  
Assistant District Attorney

**COUNTY OF TRAVIS**

**TEXAS CONFERENCE OF URBAN  
COUNTIES**

By: \_\_\_\_\_  
County Judge

By: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

*APPROVED AS TO FORM:*

By: \_\_\_\_\_  
Assistant County Attorney

### Estimated possible costs for participation in Phase I of the Urban County Integrated Criminal Justice Project

County	2000 Population	FY 2003 Costs	FY 2004 Costs
Percentage allocated:		60%	40%
Harris ***	3,400,578	\$ 142,118	\$ 94,745
Dallas	2,218,899	\$ 92,733	\$ 61,822
Tarrant	1,446,219	\$ 60,441	\$ 40,294
Bexar	1,392,931	\$ 58,214	\$ 38,809
Travis	812,280	\$ 33,947	\$ 22,631
El Paso	679,622	\$ 26,554	\$ 17,703
Hidalgo	569,463	\$ 22,487	\$ 14,992
Collin	491,675	\$ 20,548	\$ 13,699
Denton	432,976	\$ 17,327	\$ 11,551
Fort Bend	354,452	\$ 14,294	\$ 9,530
Cameron	335,227	\$ 13,545	\$ 9,030
Nueces	313,645	\$ 12,700	\$ 8,467
Jefferson	252,051	\$ 10,269	\$ 6,846
Galveston	250,158	\$ 10,193	\$ 6,796
Williamson	249,967	\$ 10,186	\$ 6,791
Lubbock	242,628	\$ 9,894	\$ 6,596
Brazoria	241,767	\$ 9,860	\$ 6,573
Bell	237,974	\$ 9,709	\$ 6,473
McLennan	213,517	\$ 8,732	\$ 5,822
Webb	193,117	\$ 7,914	\$ 5,276
Smith	174,706	\$ 7,173	\$ 4,782
Brazos	152,415	\$ 6,272	\$ 4,181
Johnson	126,811	\$ 5,232	\$ 3,488
Midland	116,009	\$ 4,791	\$ 3,194
Gregg	111,379	\$ 4,602	\$ 3,068
Ellis	111,360	\$ 4,601	\$ 3,068
Grayson	110,595	\$ 4,570	\$ 3,047
Hays	97,589	\$ 4,038	\$ 2,692
Guadalupe	89,023	\$ 3,687	\$ 2,458
Comal	78,021	\$ 3,235	\$ 2,157
Hunt	76,596	\$ 3,176	\$ 2,117
Kaufman	71,313	\$ 2,959	\$ 1,972
San Patricio	67,138	\$ 2,787	\$ 1,858
Rockwall	43,080	\$ 1,792	\$ 1,195
Chambers	26,031	\$ 1,085	\$ 723

\*\*\* Harris County FYs are 2004 & 2005 @ March thru February

Overall Project Costs: \$ 680,000

**Explanation:**

Costs distributed on a per capita basis, 60% for FY 2003 and 40% for FY 2004.

All costs based on minimum participation of counties of Harris, Dallas, Tarrant, Bexar, Travis & Collin. Other county amounts are based on adding just that county to those six. Any participation greater than the minimum six will result in lower costs to each county.

COUNTY OF WILLIAMSON

TEXAS CONFERENCE OF  
URBAN COUNTIES

By: John C. Daehler 2<sup>nd</sup> phase only By: \_\_\_\_\_  
County Judge

Date: 2-18-03 Date: \_\_\_\_\_

~~APPROVED AS TO FORM:~~

~~By: \_\_\_\_\_  
Assistant County Attorney~~

**AGENDA ITEM 20**

Discuss and take appropriate action on TaylorCNET Participation Agreement.

Moved: **Commissioner Limmer**

Seconded: **Commissioner Hays**

Motion: To approve the TaylorCNET Participation Agreement which will cost the county \$3,500.00.

Vote: **4 - 0**

< Attachment >