

AGENDA ITEM 16

Consider and take appropriate action on the amended Interlocal Agreement and Resolution for the CUC Integrated Justice Information System (IJIS) Project.

Moved: **Commissioner Hays**

Seconded: **Judge Doerfler**

Motion: To approve participation in the amended Interlocal Agreement and Resolution for the CUC Integrated Justice Information System (IJIS) Project.

Vote: **4 - 0**

< Attachment >

STATE OF TEXAS	§ § §	INTERLOCAL AGREEMENT FOR COORDINATED INTEGRATED JUSTICE SYSTEM
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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 (collectively "the Counties" or individually, a "County") 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 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 Commissioners Court finds that the services to be performed by the CUC and the services contracted by CUC with the project manager and the vendors constitute professional services under Section 262.024, Local Government Code; and

WHEREAS, Each of the Counties finds that its payments for services performed pursuant to this agreement may be made from current revenues that are readily available only for payments that are due this fiscal year; and

WHEREAS, the Counties and the CUC each find that the amount paid for the services performed under this agreement fairly compensates the performing party.

NOW, THEREFORE, THIS AGREEMENT (the "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 "Project"). The scope of the Project is further set forth in the Phase II Proposal by the Integrated Justice Information System ("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 Parties. 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 (the "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. Payments shall be made monthly, with approval of the Board, from the funds received from the Counties under Section V.
- 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. The CUC shall ensure that the funds are secured against loss, either through excess deposit insurance, compliance with the provisions of Chapter 116, Local Government Code, or the establishment of multiple accounts, each fully insured by the Federal Deposit Insurance Corporation. All expenditures are subject to approval of the Board of the Integrated Justice Project (the "Board") as it may determine appropriate. The CUC shall 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 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. The Board shall be composed of one representative from each of the 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. The Board shall approve the selection of vendors, expenditures, and approve and oversee the Project Manager.
- 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 Agreement, 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 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. Internal governance is the responsibility of each individual County. However, each county acknowledges that in order for the project to be successful the work product of this Agreement must be supported by those local county officials who are the end users of the information technology system to be designed. To allow for input by such officials, each county shall use its best efforts, in the sole discretion of the county, to

facilitate participation by its local officials and to 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.

V. BUDGET AND FUNDING

- A. The initial budget for the scope of work is \$680,000.00. Each County's share of this obligation shall be equal to the respective percentage of population of the county to the total population of all the 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 County's second installment payment may be adjusted accordingly, or if the second installment payment has been paid, then the County may receive a refund from the CUC. 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 total obligation of each County shall not exceed the total cost limits identified within Exhibit "A." 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. This obligation, to the extent that it applies to future budgets, is contingent upon funds actually budgeted by commissioners court.
- 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 of the Counties.

**VIII.
WITHDRAWAL**

A County may withdraw from the Agreement at any time and for any reason with a thirty (30) day written notice provided to the Board. 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 County withdraws from this Agreement before the completion of the Project, that County shall have an ownership interest in only the work product in existence at the time of the County'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.

**XV.
ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement of the parties regarding the subject matter hereof. Any prior agreements between regarding the subject matter are superceded upon approval of this Agreement.

COUNTY OF BEXARBy: _____
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

County of Williamson
John C. Daerfler
4-22-03

WHEREAS, the County previously approved an Interlocal Agreement with the Texas Conference of Urban Counties and other Texas counties to procure a requirements definition; data dictionary, and an XML tagging system for an integrated justice system; and

WHEREAS, some of the counties desired to make amendments to the Interlocal Agreement, which necessitate the approval of the Interlocal Agreement in its final form; and

WHEREAS, the Interlocal Agreement requires each county to name a representative to serve on the oversight Board for the project.

NOW, THEREFORE, IT IS HEREBY RESOLVED that the Commissioners Court approves the attached amended Interlocal Agreement for Coordinated Justice System; and

IT IS FURTHER RESOLVED that the Commissioners Court hereby appoints day Schade to serve on the Integrated Justice System Oversight Board as created under the Agreement.

AGENDA ITEM 17

Discuss and take appropriate action on resolution of Williamson County requesting that the Texas Department of Transportation release maintenance and jurisdiction of RM 2243 to Williamson County.

Shannon Mattingly, City Manager for the City of Leander, addressed the court regarding their request for TxDOT to release maintenance and jurisdiction of RM 2243 to Williamson County. She stated that once Williamson County has accepted maintenance and jurisdiction of the 1 mile portion of RM 2243 from TxDOT, then the County can enter into an agreement with the City of Leander for final transfer of all future maintenance and jurisdiction to the City of Leander.

Jody Giddens, a resident from Leander, expressed his concern regarding maintenance of the road.

Moved: **Commissioner Hays**

Seconded: **Commissioner Boatright**

Motion: To approve a resolution that the Texas Department of Transportation release maintenance and jurisdiction of RM 2243 to Williamson County.

Vote: **4 - 0**

<Attachment>