

## **COUNTY INFORMATION RESOURCES AGENCY**

### **Membership Interlocal Participation Agreement**

This Membership Interlocal Participation Agreement ( “Agreement”) is made between the City of Austin, a Texas home-rule municipal corporation (“City” or Member”) and the County Information Resources Agency (“CIRA), an interlocal entity previously created by an Original Interlocal Agreement entered into by its original members on May 29, 2001, as authorized by the Texas Interlocal Cooperation Act (TEX. GOV’T CODE, Chapter 791).

### **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 can benefit by acting cooperatively in acquiring, implementing and maintaining technology and telecommunication systems; 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 a 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, several counties previously have joined together by interlocal agreement to create CIRA to administer their collective efforts concerning information and technology; and

WHEREAS, Member wants to join CIRA to be eligible to participate in and receive the benefit of the the various CIRA programs and services; and

NOW, THEREFORE, PREMISES CONSIDERED, and in consideration of and conditioned upon the mutual covenants and agreements set forth below, the parties mutually agree as follows:

### **AGREEMENT**

### 1.01. Purpose and Scope.

This Agreement allows the City to join CIRA, under 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 its members relating to information resources and technologies 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, the following terms shall have the meaning prescribed to them within this section unless the context of their use dictates otherwise:

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

b. "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.

c. "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.

### 3.01. Specific Agreements Regarding Powers and Duties.

A. CIRA and its members agree to work together to the extent possible and feasible, in all matters relating to information resources and technologies, including but not limited to the following areas:

1. Sharing of information, experiences and best practices;
2. Planning and feasibility studies;
3. Acquiring and assisting in the acquisition of bandwidth and in particular, direct full-time connections to the Internet through high-speed, high-bandwidth connections;
4. Establishing software, hardware and data standards;
5. Technical assistance, training and education;

6. Seeking grants and other funding sources for Members' information resources and technologies;
7. Creating and maintaining a statewide virtual private network, internal Member networks and services related to those networks;
8. Cooperative or joint procurement of products, goods and services;
9. Coordinating with the efforts of State and Federal agencies;
10. Purchasing or creating applications that can be shared;
11. Geographic information systems and data;
12. Data processing services; and
13. Creating online information, reporting, and other services either directly, through private contractors, or through partnerships with state agencies.

B. Member agrees to make reasonable efforts to provide such information and/or data as may be necessary to carry out the purposes of this Agreement, including responding to surveys and questionnaires.

C. Member agrees to appoint an official or employee to serve as the Agency Coordinator for the Member, who shall be the official representative of the Member.

D. CIRA agrees to assist and coordinate with CIRA Members to enhance and make more efficient the ability to utilize technology to provide governmental services, and shall have the authority to accomplish this purpose. The CIRA Board of Directors, composed of officials and employees of the Members, will determine what programs and services will be offered, how to allocate available resources among those programs and services, and what amounts will be charged for those services.

E. This Agreement does not require a Member to use any particular service nor does this Agreement require CIRA to provide any particular service. The parties agree that the services contemplated under this Agreement may be phased in as necessary, feasible and practicable. To keep the cost of services as low as possible and protect the interest of all CIRA Members collectively, all services will be delivered on an "as is" basis, and CIRA shall have no liability to Member arising from the provision of any service.

F. Member may obtain a CIRA service or participate in a CIRA program by having its Agency Coordinator contact CIRA and make the necessary arrangements. CIRA will assume that any request for services made by the Agency Coordinator has been authorized by Member's governing body. Some services require the execution of a separate Agreement, at the discretion of CIRA.

G. Member agrees to pay within 45 days of receipt of invoice the agreed cost for services provided directly by CIRA and received by the Member, if any. If payment is not received within 60 days after receipt of the invoice, the service may be canceled, without prejudice to CIRA's right to collect the amounts due.

#### 4.01. Membership and Member Cancellation.

Membership shall be available to any local government or political subdivision by the execution of a Membership 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 all rights and privileges that it might otherwise have under this Agreement, including the rights to participate in CIRA programs and to obtain services from CIRA. Cancellation of membership does not relieve a Member of the duty to pay those fees Member already has an obligation to pay at the time of cancellation.

#### 5.01. Membership Dues.

CIRA presently charges no membership dues. Member understands that CIRA may assess dues in the future as a condition of Membership. CIRA agrees that no membership dues will become payable unless Member agrees to pay the dues as a condition of Membership.

#### 6.01. Funds.

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

The principal, income and all property received by CIRA may be held or invested for CIRA as the Board shall determine. No part of the net earnings of CIRA shall inure to the benefit of or be distributable to its Directors, Officers, Members, or other private persons, except that CIRA may pay reasonable compensation for goods and services rendered and may make payments and distributions as necessary to carry out this agreement.

#### 7.01. Current Revenue

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

#### 8.01. Term

The term of this Agreement shall be one year from the date it is fully executed and shall automatically be renewed on each anniversary of the commencement date. Either CIRA or Member may elect to withdraw from the Agreement at any time pursuant to the terms of Section 4.01.

#### 9.01. Applicable Law and Venue

The laws of the State of Texas shall govern the interpretation, validity, performance and enforcement of this Agreement. The venue for a dispute concerning this agreement shall be 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 and this Agreement shall be liberally construed so as to carry out the intent of the parties to it.

#### 11.01. Governance.

a. CIRA is governed and managed by a Board of Directors in accordance with this Agreement and the CIRA Bylaws, attached to this Agreement and incorporated by reference. The Member's approval of this agreement is also approval and acceptance of the bylaws.

b. It is the intention of the Member 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, upon approval of the Texas Association of Counties, may 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 may also develop and approve additional Interlocal Participation Agreements to allow access to services or membership in CIRA, and may also amend an Interlocal Participation Agreement at any time. Agreement amendments will be effective only prospectively, subject to acceptance by a member, and will not operate to unilaterally amend any agreement previously reached with any Member.

d. All monies paid by Members to CIRA under this Agreement, including membership fees, are for services rendered and administrative costs. Members have no equity rights in any of CIRA's assets or property nor are any Members liable for any of the debts of the Agency. CIRA's assets remain CIRA's assets until this Agreement is terminated under its terms. CIRA shall provide Member notice of termination as provided in the Bylaws or Section 12.01 below.

#### 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 CIRA or terminate this Agreement or to make a claim against, acquire, or levy against any of CIRA's property or assets. Upon dissolution of CIRA, the Board of Directors shall, after paying or making provision for the payment of all the

liabilities of CIRA, distribute all the assets of CIRA either to the current Members, who are organizations the income of which is excluded under section 115(1) of the Internal Revenue Code and who contributed to any remaining surplus pro rata in proportion to their annualized contributions, or to a successor entity the income of which is excluded under section 115(1) of the Internal Revenue Code.

#### 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

CIRA and the Member 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 by the United States Postal Service with proper postage by certified mail, return receipt requested, or delivered, to the parties at the following addresses or at another address designated by a party by sending written notice. Notices to CIRA and the City shall be addressed as follows:

The County Information Resources Agency  
The Texas Association of Counties  
1210 San Antonio  
Austin, Texas 78701  
Attn: Gayle Latham  
Director, County Technology Services Department

City of Austin  
[address]  
Austin, Texas 787--  
Attn: [name]  
[title]

IN WITNESS WHEREOF, the governing bodies of the County Information Resources Agency and the City of Austin have approved and adopted this Agreement effective on the date that both parties have signed this Agreement.

AGREED to and ADOPTED by City Council of the City of Austin on the \_\_\_\_\_ day of \_\_\_\_\_, 2010 and executed by the undersigned authorized person:

CITY OF AUSTIN:

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

[Name and Title]

AGREED to by the County Information Resources Agency on the \_\_\_\_\_ day of \_\_\_\_\_, 2010 and executed by the undersigned authorized person:

CIRA

By:

\_\_\_\_\_  
Gene Terry, Executive Director  
Texas Association of Counties

#### AGENCY COORDINATOR DESIGNATION

The Member designates the following individual as the Agency Coordinator as required by this Agreement and CIRA's Bylaws:

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Phone: \_\_\_\_\_

E-mail: \_\_\_\_\_