

**INTERLOCAL PARTICIPATION AGREEMENT  
BETWEEN  
COUNTY INFORMATION RESOURCES AGENCY (“CIRA”)  
AND  
CITY OF AUSTIN, TEXAS (“City”)**

**FOR THE COUNTY INFORMATION RESOURCES AGENCY’S  
COUNTYCONNECT PROGRAM**

**1. PURPOSE**

This Interlocal Participation Agreement (“Agreement”) is entered between the County Information Resources Agency (“CIRA”), an interlocal government agency created pursuant to and under the authority of Chapter 791 of the Texas Government Code and Chapter 271, Subchapter F, of the Texas Local Government Code, and City of Austin, Texas, a Texas home-rule municipal corporation ( “City” or “Member”).

**2. FINDINGS**

WHEREAS, several local governments, through their respective governing bodies, entered into an Original Interlocal Agreement on May 29, 2001 to create CIRA to provide central, cooperative and coordinated assistance and services to CIRA members in all matters relating to information resources and technologies;

WHEREAS, on\_\_\_\_\_, 2010, the Austin City Council authorized the City to join CIRA by entering into a Membership Interlocal Participation Agreement with CIRA;

WHEREAS, one of the purposes of CIRA, as reflected in the Original Interlocal Agreement and in its bylaws, is to facilitate its members’ cooperative efforts to procure goods and services, particularly in the area of technology;

WHEREAS, to fulfill this purpose, CIRA now has created CountyConnect, a cooperative purchasing program, through which its members can procure information sharing services, using the combined purchasing power of the CIRA members to obtain the best data integration services possible at the best price;

WHEREAS, CIRA employed a Request for Proposal Process to identify the best vendor for information sharing services and then negotiated the best possible terms for CIRA members;

WHEREAS, pursuant to its authority as a member of CIRA, the City desires to participate in the CountyConnect purchasing program; and

NOW, THEREFORE, in consideration of the promises, covenants, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, CIRA and City agree as follows:

### **3. COUNTYCONNECT INFORMATION SHARING PROGRAM**

One of the problems facing local government today is that the free flow of information is restricted by computer systems that are incompatible with one another. CIRA has developed the CountyConnect Program so that its members can obtain the ability to share electronic information between otherwise incompatible systems, both within a county and between local government entities and other jurisdictions. CountyConnect is available only to CIRA members.

To select a vendor for its members' information sharing needs, CIRA used a Request for Proposal Process consistent with Local Government Code Section 262.030 to identify the most qualified vendor. In determining which vendor was most qualified, CIRA looked at a variety of factors, including the company's financial strength, technical ability, and experience, as well as cost, service and the ability to meet the needs of counties of various sizes and locations and service. After considering the proposals submitted, the CIRA Board of Directors identified the joint proposal of Sierra Systems, Inc. (Sierra) and Metatomix, Inc. (Metatomix) (jointly referred to as "Vendors"), as the one representing the best value for CIRA Members. CIRA entered into a Master Services Agreement with Sierra, effective August 19, 2009, and a Master Software License and Maintenance Agreement with Metatomix, effective August 20, 2009.

Vendors have agreed to make available to CIRA Members all items and services necessary to enable efficient information sharing to meet the particular needs of the member. Vendors have also agreed to provide these services at a cost tailored to the member's size, needs and resources. The services available to CIRA members under the CountyConnect Program consist generally of three parts: 1) initial evaluation and consultation; 2) delivery of data integration services and

related items; and 3) ongoing maintenance of Metatomix software purchased and installed through the CountyConnect Program .

#### **4. PURPOSE OF THIS AGREEMENT**

The execution of this Agreement entitles the City to participate in the CountyConnect Program and enjoy the benefits of CIRA's RFP process and CIRA's negotiation of terms with Sierra and Metatomix. CIRA does not provide services under this Agreement. The City's data integration services will be obtained directly from the Vendors under separate agreements.

The City's participation in the CountyConnect Program allows the City to address information sharing needs with other local governmental entities. If the City needs to share information with another governmental entity and requests that Vendors make their services available to another local government who is not a participant in CIRA's CountyConnect Program, the Vendors will make their services available to that local government upon such terms as they jointly agree with the other governmental entity.

#### **5. TERM OF AGREEMENT**

The term of this Agreement shall begin on \_\_\_\_\_, 2010, and continue for a one year ("Initial Term"), unless terminated earlier. If not terminated, this Agreement will automatically renew on the anniversary date for additional successive one- year periods. Either party may terminate this agreement or elect not to renew this Agreement by providing written notice to the other party at least 30 days prior to the date of termination or non-renewal.

#### **6. AGREEMENT**

##### **6.1 Member Contracts Directly with Vendors**

Member will contract directly with Vendors to obtain the information sharing services that are needed. Member's cost will be determined by the items and services that it decides to purchase from Vendors.

##### **6.2 Hold Harmless**

Member understands and agrees that CIRA is not responsible for the conduct or performance of Vendors under any agreement for data integration services. Member agrees to proceed with claims against the Vendors directly. This agreement is not a waiver of Member's claims against CIRA arising from the acts or omissions of CIRA.

### 6.3 Compensation to CIRA

CIRA and the Member agree that information sharing services are important to the efficiency of Member's delivery of governmental services and that by assisting its members in obtaining information sharing services, CIRA is performing a governmental function. The Member understands, and agrees, that if the Member enters into agreement with Vendors for data integration services, the amount paid by Member to either vendor for services will include an administration fee to compensate CIRA for the development, implementation and administration of the CountyConnect Program. The CIRA administrative fee will be (a) 2.9% of the purchase price during the initial term of the Member's agreements with Vendors and (b) 2% of the purchase price for Member purchases, included ongoing maintenance, during any renewal of the Member's agreements. The "purchase price" is defined, for purposes of this section, as the total invoice price for services less expenses and all sales tax. Member will pay the administrative fee to the vendor under contract and the vendor will remit the fee to CIRA on a quarterly basis.

### 6.4 CIRA's Use of Revenue

CIRA will use any revenue it receives from the CountyConnect Program to further the interests of its members by pursuing the purposes for which it was created, as set forth in the Original Interlocal Agreement and its bylaws.

### 6.5 Member Has No Obligation.

In order to participate in the CountyConnect Program and enjoy the benefits of CIRA's RFP process and its negotiation with Vendors, Member must execute this interlocal participation agreement. However, approval of this agreement does not require the City to purchase anything from Vendors. If the Member cannot reach mutually agreeable terms with Vendors it does not have to contract.

## **7. ADDITIONAL TERMS**

7.1 Termination. Either party may terminate this Agreement by giving 60 days prior written notice to the other party. Termination of this Agreement does not affect Member's obligations under its separate contracts with Vendors.

7.2. Notice. Any notice to be given under this Agreement shall be in writing. Notices must be mailed or hand-delivered only to the person designated below for receipt of notice or to such other addresses a party may later designate by sending a written notice to the other party. A mailed notice shall be considered delivered three business days after postmarked if sent by U.S. Postal Service Certified or Registered Mail, Return Receipt Requested, postage prepaid. Hand-delivered notices are considered delivered upon receipt by the addressee, which may be noted in the courier confirmation report. Notices to the City and CIRA shall be addressed as follows:

CITY: AGENCY COORDINATOR

[insert City contract manager name, title, address, phone, etc.)

CIRA: GAYLE LATHAM  
1210 SAN ANTONIO STREET  
AUSTIN, TEXAS 78701  
Phone: (512) 478-8753  
E-Mail: GayleL@county.org

7.3 Severability. If any term or provision of this Agreement is construed to be void or unenforceable, this will not affect the legality or validity of any of the other provisions in this Agreement. The illegal or invalid provision will be stricken and deleted, and all other provisions shall continue and be given effect as if the void or unenforceable provisions had never been incorporated.

7.4 Sovereign or Other Governmental Immunity. Neither the Member nor CIRA waive any immunity to which they are entitled as governmental entities.

7.5 Governing Law and Venue. The validity and interpretation of this Agreement, and the rights and obligations of the parties, shall be governed by and construed in accordance with the laws of the State of Texas. The venue for a dispute concerning this Agreement shall be in Travis County, Texas.

7.6 Amendments and Changes in the Law. Except as provided in this section, no modification, amendment, innovation, renewal or other alteration of this Agreement shall be effective unless mutually agreed upon in writing and executed by the parties. Any alteration, addition or deletion to the terms of this Agreement which are required by changes in federal or state law are automatically incorporated without written amendment to this Agreement and shall be effective on the date designated by the law.

7.7. Third Parties. The obligations of each party to this Agreement shall inure solely to the benefit of the other party, and no other person or entity shall be a third party beneficiary of this Agreement or have any right to enforce any obligation created or established under this Agreement.

7.8 Assignment. Neither party to this agreement may assign its rights and duties under this Agreement without the prior written consent of the other party.

7.9 Binding Contract and Authority. This Agreement, which constitutes the entire agreement of the parties, has been duly executed and delivered by both parties and constitutes a legal, valid or binding obligation of the parties. Each person executing this Agreement on behalf of each party represents and warrants that he has full right and authority to enter into this Agreement.

7.10 Counterparts, Number, Gender and Headings. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Words of any gender used in this Agreement shall be held and construed to include any other gender. Any words in the singular shall include the plural and vice versa, unless the context clearly requires otherwise. Headings herein are for the convenience of reference only and shall not be considered in any interpretation of this Agreement.

**AGREED AND ACCEPTED:**

**CITY OF AUSTIN, TEXAS**

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

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

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

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

CIRA:

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

Gayle Latham

Director, County Technology Services Department

Texas Association of Counties

Date: April \_\_\_, 2010

Draft