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 for Information Resources and Technologies 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, 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 technology 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 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 Participation Agreement for Information Resources and Technologies, 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 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, but not limited to, 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) or as defined by Section 1.103(b) of the federal Income Tax Regulations. 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 Participation Agreement for Information Resources and Technology or has joined CIRA by executing a subsequent 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.

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

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

4. Each Member shall appoint an official or employee from the Member entity to serve as the CIRA Coordinator for the Member who shall be the official representative of the Member.

5. This Agreement does not require a Member to use any particular service. Nor does this Agreement require the provision of any particular service. It is understood and agreed that the services contemplated under this Agreement will be phased in as deemed necessary, feasible and practicable.

6. Other than membership fees, financial obligations of Members under this Agreement shall arise only under the terms and provisions of a separate contract, services 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 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 as determined by the CIRA Board of Directors pursuant to Article VIII(e) of the CIRA Bylaws.

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

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 commissioner's court or other governing body 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 if CIRA is dissolved by a unanimous vote of its Members through their respective governing bodies or by a majority of said Members upon recommendation by the Board of Directors of the CIRA, or by a two-thirds majority voteof the CIRA Board of Directors pursuant to Article XIV of the CIRA Bylaws. 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, delivered via electronic mail to support@county.org, delivered to the Agency at the following address, or to such other address as the Board of Directors of the Agency may later designate by amendment to the Bylaws of the Agency:

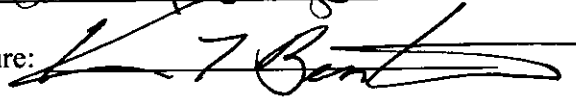
The County Information Resources Agency The
Texas Association of Counties
1210 San Antonio
Austin, Texas 78701

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 Montague County on the 28th day of September, 2016 and executed by the undersigned authorized member of its governing body:

Name: Kevin L. Barton

Title: County Judge

Signature: 

AGREED to by the County Information Resources Agency on the ___day of _____, 20___.

_____

For the County Information Resources Agency

CIRA COORDINATOR DESIGNATION

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

Printed Name: Jessica Moster

Title: IT Director

Address: 11339 SH 59 N

Montague, TX 76251