

AGENDA ITEM 45

Discuss and take appropriate action on Proposal to Participate in Common Integrated Justice System Project (CJIS) Phase III.

Jay Schade and Bonnie Wolbrueck addressed the Court.

Moved: **Judge Doerfler**

Seconded: **Commissioner Boatright**

Motion: To approve the Proposal to Participate in Common Integrated Justice System Project (CJIS) Phase III and to appoint Jay Schade as the Williamson County representative to that project.

Vote: **5 – 0**

< Attachment >



INTERLOCAL AGREEMENT

FOR PARTICIPATION IN THE URBAN COUNTIES TECHSHARE PROGRAM

I. **PURPOSE**

This Interlocal Agreement (hereinafter, "Agreement") is entered by and between the undersigned Local Governments of the State of Texas (hereinafter, "the Local Governments"), acting by and through their respective governing bodies, pursuant to and under authority of the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, and the Texas Conference of Urban Counties, Inc. (hereinafter, "the Urban Counties"), a nonprofit corporation created to provide governmental functions and services on behalf of its members, pursuant to and under authority of Tex. Gov't Code § 791.013, for the purpose of participating in the Urban Counties' TechShare Program. The undersigned Local Governments and any and all other local governments of the State of Texas adopting this Agreement upon a formal order of their respective governing bodies as provided for herein and Urban Counties may be referred to in this Agreement individually as "Party" and collectively as "Parties."

II. **RECITALS**

WHEREAS, local governments in the State of Texas have the ability to realize substantial savings by jointly planning, developing, procuring, operating and/or maintaining information technology projects and resources necessary to conduct business for their citizenry; and

WHEREAS, local governments of the State of Texas approving this Agreement by formal action of their respective governing bodies desire to join together to jointly plan, develop, procure, operate and/or maintain one or more information technology projects or resources, as further set forth herein; and

WHEREAS, the Local Governments hereby designate the Texas Conference of Urban Counties, Inc. (hereinafter, "the Urban Counties"), a nonprofit corporation, created and operated to provide governmental functions and services on behalf of its members, to supervise the performance of this Agreement and to provide contract supervision and administration services and such other services necessary to accomplish the purpose of this Agreement as authorized by Tex. Gov't Code § 791.013; and

WHEREAS, the Urban Counties has created TechShare, a program whereby Local Governments may realize economies of scale by jointly developing, procuring, operating, maintaining, and enhancing information technology projects and resources; and

WHEREAS, the Local Governments and the Urban Counties desire to enter into this Agreement for the Local Governments' participation in TechShare; and

WHEREAS, this Agreement, including all addenda, exhibits and attachments hereto, set forth the rights and responsibilities of the Local Governments in their joint endeavor(s) and the role of the Urban Counties as contract supervisor and administrator as set forth herein; and

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

WHEREAS, the Local Governments, acting by and through their respective governing bodies, individually and collectively, do hereby adopt and find the foregoing premises as findings of said governing bodies; and

NOW, THEREFORE, in consideration of the promises, inducements, covenants, agreements, conditions and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Local Governments approving this Agreement and the Urban Counties agree as follows:

III. DEFINITIONS

For purposes of this Agreement and all other agreements, contracts and documents executed, adopted, or approved pursuant to this Agreement, which shall include any exhibit, attachment, addendum or associated document, the following terms shall have the meaning prescribed to them within this Section III (Definitions), unless the context of their use dictates otherwise. Other terms used in this Agreement that are not defined herein, but defined in any of the other agreements, contracts and documents executed, adopted, or approved pursuant to this Agreement, which shall include any exhibit, attachment, addendum or associated document, shall have the same meaning herein as in such other documents.

- A. "Administrative functions" has that meaning assigned to it by Texas Government Code § 791.003(1).
- B. "Governmental functions and services" has that meaning assigned to it by Texas Government Code § 791.003(3).
- C. "Interlocal agreement" has that meaning assigned to it by Texas Government Code § 791.003(4).

- D. "Local government" has that meaning assigned to it by Texas Government Code § 791.003(2).
- E. "Party" means a local government that is a party to this Agreement or has adopted this Agreement by executing this Agreement as provided for herein.

IV.
SCOPE OF SERVICES

This Agreement is entered into individually by the Local Governments and the Urban Counties for the purpose of jointly planning, developing, procuring, operating and/or maintaining information technology projects or resources as identified in each Project Addendum or Resource Addendum. Project Addenda and Resource Addenda shall further describe the scope of services and each Party's responsibilities. Project Addenda and Resource Addenda shall not be binding upon a Local Government unless approved by formal action of the governing body of the Local Government.

V.
CONTRACT SUPERVISION AND ADMINISTRATION

- A. The Texas Conference of Urban Counties, Inc. (hereinafter, "the Urban Counties") is hereby designated by the Parties to supervise the performance of this Agreement as authorized by Tex. Gov't Code § 791.013(a)(3).
- B. The role of Urban Counties is to supervise, administer, and carry out the purposes, expressed and implied, of this Agreement. The Urban Counties shall have any and all powers necessary to carry out the purposes of this Agreement, which shall include any and all acts necessary and proper for the operation and management of this Agreement. Services to be provided by the Urban Counties may include, but not necessarily be limited to, management, operation and promotion of information technology projects and resources; oversight of contract performance for any and all information technology projects and resources; bookkeeping services; financial statements; responding to requests for information; reviewing and making recommendations on all contracts; acting as a liaison with federal and state agencies and responding to their inquiries; computing and providing billings for participation in projects, programs, etc.; filing required forms and reports with state and other governmental agencies; maintaining appropriate files; assisting a Local Government's auditor and actuary as necessary; reviewing the performance of all contract service providers; coordinating banking functions and handling deposits and reconciliations; providing the necessary notices of meetings; supplying resource material for meetings; attending meetings of the participants; keeping detailed minutes of meetings; forming and/or administering committees established by Oversight Boards; and to carry out all other duties necessary for the proper operation and administration of this Agreement on behalf of the Local Governments, and to that end, shall have all of the powers necessary and desirable for the effective administration of this Agreement.

- C. The Urban Counties shall have the authority to conduct procurement functions and enter into contracts with one or more vendors as may be deemed necessary to carry out the purposes of this Agreement and to effectively manage each information technology project and resource. All procurements and contracts entered into by the Urban Counties shall comply with the County Purchasing Act, Chapter 262 of the Texas Local Government Code, or other applicable statutes. Notwithstanding the foregoing, in no event shall any procurements or contracts entered into by the Urban Counties subject a County to liability under this Agreement for any reason without the express written consent and/or approval of the County.
- D. The Urban Counties acknowledges and agrees that all information or other data provided by a Local Government to Urban Counties shall remain the property of the Local Government. The Urban Counties further acknowledges and agrees that such information or other data shall not be used by the Urban Counties other than in connection with the performance of this Agreement, disclosed, sold, assigned, leased or otherwise provided to third parties, or commercially exploited by or on behalf of the Urban Counties, its employees, officers, agents, subcontractors, invitees, or assigns in any respect.
- E. For services performed under this Agreement, the Urban Counties shall be paid as set forth in the budget for each project and resource. All payments made to the Urban Counties shall be in an amount that fairly compensates the Urban Counties for the services or functions performed under this Agreement. The Local Governments have no equity rights in any of the assets or property of the Urban Counties unless specifically provided for herein or by way of a separate contract, agreement or other document executed by a Local Government and the Urban Counties nor is any Local Government liable for any of the debts of the Urban Counties. Assets in the hands of the Urban Counties shall remain the assets of the Urban Counties unless specifically provided for herein or by way of a separate contract, agreement or other document executed by a Local Government and the Urban Counties.
- F. The Local Governments intend that the Urban Counties shall operate only within the scope herein set out and have not herein created, as between Local Governments, any relationship of surety, indemnification or responsibility for the debt of or claims against any other Local Government. Nor is such a relationship created between any Local Governments or group of Local Governments and the Urban Counties. The Local Governments have not, by entering into this Agreement, assumed, in any manner, any liability for the debts of or claims against the Urban Counties.

VI. OVERSIGHT

A. General Provisions:

- 1. Local Government Representatives: Each Local Government participating in a Project or sharing a Resource shall designate a representative to the Project or Resource

by providing written notice to the Urban Counties. A Local Government may change its representative at any time by notifying the Urban Counties in writing. Each Local Government representative shall serve as the County's primary point of contact for matters pertaining to the Project or Resource, and may serve on Oversight Boards as provided herein.

2. Oversight Boards: Each Project and Resource shall have an Oversight Board. Oversight Boards shall meet regularly as a Project or Resource may require, and make recommendations to the Urban Counties Board of Directors as to matters pertaining to the Project or Resource. Oversight Boards shall approve the budget for each respective Project and Resource. A majority of the members of an Oversight Board shall constitute a quorum, regardless of their respective voting strengths. Voting strength of each Oversight Board member shall be determined as set forth in the formula in the respective Project or Resource Addendum. As additional counties join a Project or Resource, the voting strength of each Oversight Board member may be adjusted in accordance with this formula. Oversight Board members shall serve without compensation. The Chairman of the Urban Counties (hereinafter, "the Urban Counties Chairman") shall select one member of an Oversight Board to serve as the Oversight Board's Chairman. The Chairman of the Oversight Board shall preside over meetings of the Oversight Board. In performing its duties under this Section, the Oversight Boards may:

- (a) adopt rules, policies, procedures and other standards as necessary to implement and oversee the Project or Resource and ensure compliance with those rules, policies, procedures, and standards; and
- (b) develop policies for the oversight of the Project or Resource, including, but not limited to: (1) policies necessary to protect from public disclosure a Local Government's information to the extent such information is: (i) confidential; (ii) excepted from the requirements of Section 552.021, Texas Government Code; or (iii) protected by other law intended to protect a person's privacy interests; and (2) policies related to the management and operation of information technology projects and resources; and
- (c) approve as part of the budget the fees and cost of services for the Project or Resource to be paid by the participating Local Governments; and
- (d) review financial information related to the Project or Resource; and
- (e) evaluate Projects and Resources to determine if such projects or resources are operating on time and within budget; and
- (f) implement project management standards; and
- (g) use effective risk management strategies; and

(h) establish standards that promote the ability of information resources systems to operate and integrate with each other; and

(i) use industry best practices and process reengineering when feasible.

3. Technical Committees: Each Oversight Board may, in its discretion, create a Technical Committee from individuals identified by Local Government representatives and willing to serve on a Technical Committee. Technical Committees shall be representative of the participating Local Governments. The purpose of a Technical Committee is to make recommendations to the Oversight Board on matters relevant to the Project or Resource.

B. Project Oversight Boards: Project Oversight Boards shall consist of the representatives from each participating Local Government.

C. Resource Oversight Boards: Each Resource Oversight Board shall consist of all the representatives from Local Governments sharing the Resource, not to exceed seven (7) Board Members. In the event more than seven Local Governments share a Resource, Oversight Board Members will be appointed by the Urban Counties Chairman, with a minimum of seven (7) Oversight Board Members required. The Resource Oversight Board shall be representative of the participating Local Governments. Resource Oversight Board terms are two (2) years, with vacancies filled by the Urban Counties Chairman. Appointments in the case of vacancies are for the unexpired term. Local Government Representatives are eligible for consecutive appointments to Resource Oversight Boards.

VII.

BUDGET AND FUNDING

A. Projects: The budget for each Project will be set forth in the Project Addendum. The budget shall be set by the Project Oversight Board, subject to approval of the Urban Counties Board. Each County's portion of the budget shall be determined as set forth in the formula in the Project Addendum. The budget or funding formula may be adjusted as determined appropriate by the Project Oversight Board, subject to approval of the Urban Counties Board,. A change in the budget or the funding formula that does not require a County to pay more than the total dollar amount as previously approved by the County shall not require additional approval of the County. *In no event will a County be obligated to pay more than the amounts set forth in the original Project Addendum without formal approval of the County's Commissioners Court.*

B. Resources: The budget for each Resource shall be set by the Resource Oversight Board, with approval of the Urban Counties Board. Additionally, the Resource Oversight Board, with approval of the Urban Counties Board, shall set the participation fee or the method of determining the participation fee for counties sharing the Resource. The fee for a Local Government to share a Resource shall be set forth in the Resource Addendum. The participation fee or the method of determining the participation fee may be adjusted as

determined appropriate by the Resource Oversight Board, with approval of the Urban Counties Board. The fee may vary by Local Government. A change in the fee or the method of determining the fee that does not require a Local Government to pay more than the total dollar amount as previously approved by the Local Government shall not require additional approval of the Local Government. *In no event will a Local Government be obligated to pay more than the amounts set forth in the original Resource Addendum without formal approval of the governing body of the Local Government.*

- C. The timing of each Local Government's funding obligations shall be set forth in the Project or Resource Addendum.

VIII.

REPORTING REQUIREMENTS OF THE URBAN COUNTIES

Upon request by an Oversight Board of a Project or Resource, the Urban Counties shall report, from information in its possession, on the status, progress, benefits, efficiency gains, financial matters or any other information or data required by the Oversight Board that it considers necessary. In performing its duties under this Section, the Urban Counties is entitled to obtain information that it deems necessary and appropriate to prepare a report under this Section from a participating Local Government.

IX.

PARTICIPATION BY ADDITIONAL LOCAL GOVERNMENTS

Additional local governments may participate in this Agreement with the approval of the Urban Counties Board. Such local governments will be required to approve this Agreement and provide funds in accordance with Section VII (Budget and Funding). The participation of additional local governments in a Project or Resource shall not require the approval of other participating Local Governments.

X.

TERM AND WITHDRAWAL

- A. This Agreement shall remain in effect as to any participating Local Government for a particular Project or Resource from the time of its approval until the Local Government withdraws from participation in the Project or Resource as provided herein.
- B. A Local Government may withdraw from a Project or Resource at any time and for any reason by giving thirty (30) days prior written notice to the Urban Counties. However, there will be no refund of amounts previously paid.
- C. The withdrawal of a County from a particular Project or Resource does not constitute a withdrawal by the County from any other Project or Resource in which the County is participating under this Agreement.

- D. The withdrawal of a County from a Project or Resource does not affect the validity of this Agreement as to the remaining Counties participating in the Project or Resource. In the event one or more Counties withdraw from a Project or Resource, the remaining Counties participating in that Project or Resource will be notified of the withdrawal and the resulting changes to each County's budget obligations as determined by the funding formula, if any.

XI. OWNERSHIP OF WORK PRODUCT

Intellectual property created or otherwise acquired as part of a Project or Resource shall be the property of the Urban Counties. Project and Resource participants shall be granted appropriate licenses to utilize such intellectual property in conjunction with the Project or Resource.

In the event an asset is no longer supported or made available to Local Governments through TechShare, then the Urban Counties Board may, if owned by the Urban Counties, convey the intellectual property rights to, and the source code for, such asset to Local Governments on such terms as the parties may agree. The parties agree that Local Governments that have shared the development costs of an asset should retain the right to use the asset in the event the asset is no longer supported or made available through TechShare. All parties will negotiate in good faith to reach an equitable solution in that event.

XII. OWNERSHIP OF DATA

When a Project or Resource involves the shared storage of data or the shared access to data of participating Counties and other entities, it is agreed that the data remains the property of the entity that created or submitted the data, unless otherwise provided in the applicable Project or Resource Addendum. The Parties acknowledge and agree that all information or other data provided by a Local Government shall remain the property of that Local Government. The Parties further acknowledge and agree that such information or other data shall not be used by the other Parties other than in connection with the performance of this Agreement or as contemplated by the applicable Project or Resource Addendum, disclosed, sold, assigned, leased or otherwise provided to third parties, or commercially exploited by or on behalf of the other Parties, their employees, officers, agents, subcontractors, invitees, or assigns in any respect. In the event a participating Local Government receives a request for information or other data belonging to another entity, the request must be forwarded to the Urban Counties within 24 hours of receipt. Participating Local Governments shall contractually bind other entities participating in a Project or Resource through the Local Governments to observe the same restrictions on the use and disclosure of information and data belonging to other participants, and the requirement to send requests for information and data belonging to other entities to the Urban Counties. It is the intention of the Parties that the custodian(s) of data in the event a Local Government did not participate in a Project or Resource will remain the custodian(s) of such information and data, unless an applicable Project or Resource Addendum provides otherwise.

XIII.

WARRANTIES

NO PARTY TO THIS AGREEMENT WARRANTS THE AVAILABILITY, ACCURACY, QUALITY, RELIABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF ANY PROJECT OR RESOURCE MADE AVAILABLE THROUGH ANY PROJECT OR RESOURCE ADDENDUM. THIRD PARTY WARRANTIES OR GUARANTEES MAY INURE TO THE BENEFIT OF THE PARTIES TO A PARTICULAR PROJECT OR RESOURCE ADDENDUM IF SUCH ARE CONTRACTUALLY SECURED AS PART OF SUCH PROJECT OR RESOURCE; HOWEVER, NO PARTY TO THIS AGREEMENT SHALL BE HELD LIABLE FOR A WARRANTY OR GUARANTEE OFFERED BY A THIRD PARTY, IF ANY. ALL CONDITIONS, REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS, ARE HEREBY DISCLAIMED BY ALL PARTIES TO THIS AGREEMENT TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

XIV. LIMITATIONS OF LICENSE

Resources made available through this Agreement and any Project or Resource Addendum shall not be made available to other persons or entities not a party to this Agreement and the applicable addendum, unless clearly contemplated in the applicable Addendum. No party may license, sublicense, lease, sell, resell, transfer, assign, or distribute a Resource except as may be permitted by this Agreement or the applicable Resource Addendum.

XV. NOTICE

Any and all notices to be given under this Agreement by a Local Government shall be deemed to have been given if reduced to writing and delivered in person or mailed by overnight or certified mail, return receipt requested, postage pre-paid, to the Urban Counties at the address set forth below or to such other address the Urban Counties may later designate in writing to all the Counties. Any notice required hereunder shall be deemed to have been given three (3) days subsequent to the date it was so delivered or mailed:

The Texas Conference of Urban Counties
Donald Lee, Executive Director
500 W. 13th St.
Austin, Texas 78701

XVI. AMENDMENT

This Agreement may not be amended except in a written instrument specifically referring to this Agreement and signed by the Parties hereto. Any modification, alteration, addition or deletion to the terms of this Agreement which are required by changes in federal or state law are automatically incorporated herein without written amendment to this Agreement and shall be effective on the date designated by said law.

XVII.
CURRENT REVENUE

The Parties hereby warrant that all payments, expenditures, contributions, fees, costs, and disbursements, if any, required of it hereunder or required by any other agreements, contracts and documents executed, adopted, or approved pursuant to this Agreement, which shall include any exhibit, attachment, addendum or associated document, shall be paid from current revenues available to the paying Party. The Parties hereby warrant that no debt is created by this Agreement.

XVIII.
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.

XIX.
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.

XX.
APPLICABLE LAW

This Agreement shall be expressly subject to the participating Parties' sovereign immunity and other governmental 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.

XXI.
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.

XXII.
ASSIGNMENT

The Urban Counties may not assign its rights and duties under this Agreement without the prior written consent and/or approval of the Local Governments, acting by and through their respective governing bodies, even if such assignment is due to a change in ownership or affiliation. Any assignment attempted without such prior consent and/or approval by the Local Governments shall be null and void.

XXIII.
ENTIRE AGREEMENT

This Agreement, including any and all exhibits, attachments, and/or addendums incorporated as a part hereof, shall constitute the entire agreement relating to the subject matter hereof between the Parties hereto and supersedes any other agreement concerning the subject matter of this transaction, whether oral or written. Each Party acknowledges that the other Parties, or anyone acting on behalf of the other Parties, have made no representations, inducements, promises or agreements, orally or otherwise, unless such representations, inducements, promises or agreements are embodied in this Agreement, expressly or by incorporation.

COUNTY OF Williamson

COUNTY OF _____

By: John C. Dwyer
County Judge

By: _____
County Judge

Date: 8-31-04

Date: _____

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: _____
Assistant District Attorney

By: _____
Assistant District Attorney

TEXAS CONFERENCE OF URBAN COUNTIES (as contract supervisor/administrator):

By: _____

Title: _____

Date: _____

TEXAS Conference of
Urban Counties

Memorandum

Chairman
 Commissioner
 Tim Brown
Bell County

Chair Elect
 Commissioner
 Glen Whitley
Tarrant County

Immediate Past Chair
 Commissioner
 El Franco Lee
Harris County

Vice-Chairmen
 Comm. Mike Bradford
Midland County
 Judge Dolores Briones
El Paso County
 Comm. Mike Cantrell
Dallas County
 Comm. Phyllis Cole
Collin County
 Comm. Andy Meyers
Fort Bend 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
Parker ~ Rockwall
San Patricio ~ Smith
Tarrant ~ Travis
Webb ~ Williamson
Wise

300 West 13th Street
 Austin, TX 78701

Phone: 512.476.6174
 Fax: 512.476.5122

www.cuc.org

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

From: CIJS Phase II Oversight Board
 Honorable Mike Cantrell, Commissioner, Dallas County
 Honorable Phyllis Cole, Commissioner, Collin County
 Honorable Sandy Jacobs, Commissioner, Denton County
 Honorable Scott Self, Commissioner, Rockwall County
 Mr. Bob Wessels, County Court Administrator, Harris County
 Mr. G.K. Maenius, County Administrator, Tarrant County
 Mr. David Morgan, Chief Information Officer, Bexar County
 Mr. Joe Harlow, Chief Technology Officer, Travis County
 Mr. Robert Canterbury, Chief Information Officer, Galveston County
 Mr. Jay Schade, Chief Technology Officer, Williamson County
 Mr. Ned Roehrig, Director of Information Technology, Bell County
 Mr. George York, Director of Information Technology, Kaufman County
 Mr. Raul Delgado, Chief Information Officer, San Patricio County
 Mr. Donald Lee, Executive Director

Date: July 20, 2004

Re: Proposal to Participate in Common Integrated Justice System
 Project (CIJS) Phase III

The CIJS Phase II Oversight Board proposes the continuation of the Common Integrated Justice System (CIJS) project with Phase III, wherein we will obtain the option to buy or build core components of the integrated system. The Urban Counties, working in conjunction with the CIJS Phase II Oversight Board, developed a roadmap for moving forward with CIJS. The CIJS Roadmap describes Phase III in some detail and is included with this letter for your consideration. The CIJS Roadmap was approved by the Oversight Board, and the Urban Counties Board of Directors adopted the Oversight Board's recommendation to continue the project.

Urban Counties initiated the CIJS project in anticipation of expenditures this decade by Texas urban counties of more than \$150 million on separate integrated justice information systems. Through CIJS, Urban Counties is coordinating 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.

Phase II of CIJS was successfully completed on time and under budget in May 2004. The success of Phase II reinforces the Urban Counties model whereby the overall effort is separated into independent phases each of which has value to counties. This approach limits the commitment of expenditures to what is imminently feasible and valuable over a six to twelve month timeframe. Phase II cost the participating counties

\$750,000. If pursued separately, these same counties would have spent at least \$4.5 million obtaining the same deliverables. Phase III splits the work of phase II into smaller components and will provide counties detailed cost information for potential implementation.

In Phase III, we will complete these four deliverables:

- Technology Framework to ensure the integration of all CIJS components and modules;
- Completed design and the option to buy or build the Data Sharing component that will provide a method for exchange of data across county jurisdictions;
- Selection of the Law Enforcement component, with the option to buy or build the selected modules; and
- Selection of the Court Administration component, with the option to buy or build the selected modules.

Completion of Phase III will allow participating counties to proceed together and obtain the core components of a common system– obtained at significantly less cost than proceeding alone.

The project will be complete no later than June 2005. The attached Roadmap provides a detailed timeline. The project will be governed by an independent oversight 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 core components for CIJS will be selected through competitive procurement, with emphasis on sourcing different modules or components from firms that could potentially deliver all or most of the CIJS solution. The attached Roadmap provides a detailed work plan for Phase III.

The total project cost for Phase III will be approximately \$750,000, which has been allocated based on population. The attached Roadmap provides a detailed budget for Phase III.

To participate in the project your Commissioners Court must adopt the attached resolution approving the TechShare CIJS Phase III Project Addendum and appointing a representative to the project. If not adopted before, your county must also adopt the Master TechShare Interlocal Agreement (ILA) – if you need a copy please contact the Urban Counties office at 512/476-6174. **Your county needs to make this decision no later than September 15, 2004.**

In order to support your analysis of this opportunity, we are providing the following with this letter:

1. CIJS Roadmap as approved by the Urban Counties Board of Directors;
2. Commissioners Court draft Resolution; and
3. CIJS Phase III Project Addendum.

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.

Attachments



Texas Conference of Urban Counties

500 West 13th Street, Austin, TX 78701 • www.cuc.org

Tel: (512) 476-6174 • Fax: (512) 476-5122

Common Integrated Justice System (CIJS)

Roadmap

July 9, 2004

Texas Conference of Urban Counties
CIJS Roadmap
July 2004

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Texas Conference of Urban Counties
CIJS Roadmap
July 2004

1.0 Overview

A multi-phase approach should be used for the deployment of a Common Integrated Justice System (CIJS) for the Texas Conference of Urban Counties (Urban Counties.) This approach makes it possible to set achievable, short-term milestones that will ensure new capabilities are quickly delivered. Phasing also helps ensure that projects are completed on schedule and within budget.

This approach allows each County to choose their individual level of participation in the CIJS project based on their own needs and requirements. The phases also allow CIJS to be implemented in such a way as to break up the project into affordable segments of work. This document provides the current funding requirements, the decision point for proceeding with acquisition and implementation, and the estimated funding required to implement the solution should the Urban Counties decide to proceed.

The recommended activities for Phase III are:

Activity 1: *Establish Technology Framework*

Design a technology framework to ensure integration of all components as they are developed and deployed. Professional Services Contract will be used to obtain technical expertise to be shared among the counties. The Technology Framework should be completed in Fiscal Year 2004.

Activity 2: *Design and Obtain the Option to Buy/Build Data Sharing Component*

Obtain grant funding to develop the Cross-Jurisdictional Data Sharing Component (XML). Develop and issue RFP to obtain the option to acquire and implement the Cross-Jurisdictional Data Sharing Component. TechShare resources will be used to develop the RFP and evaluate responses. Development of the Data Sharing Component should be completed in Fiscal Year 2005.

Activity 3: *Select Law Enforcement Solution*

Select a Law Enforcement solution. Urban Counties has identified an existing asset for consideration. Should this asset not be a viable solution, an RFP will be developed and issued to acquire a Law Enforcement solution. TechShare resources will be used to complete this step. Counties will have the option of implanting the Law Enforcement solution in Fiscal Year 2005.

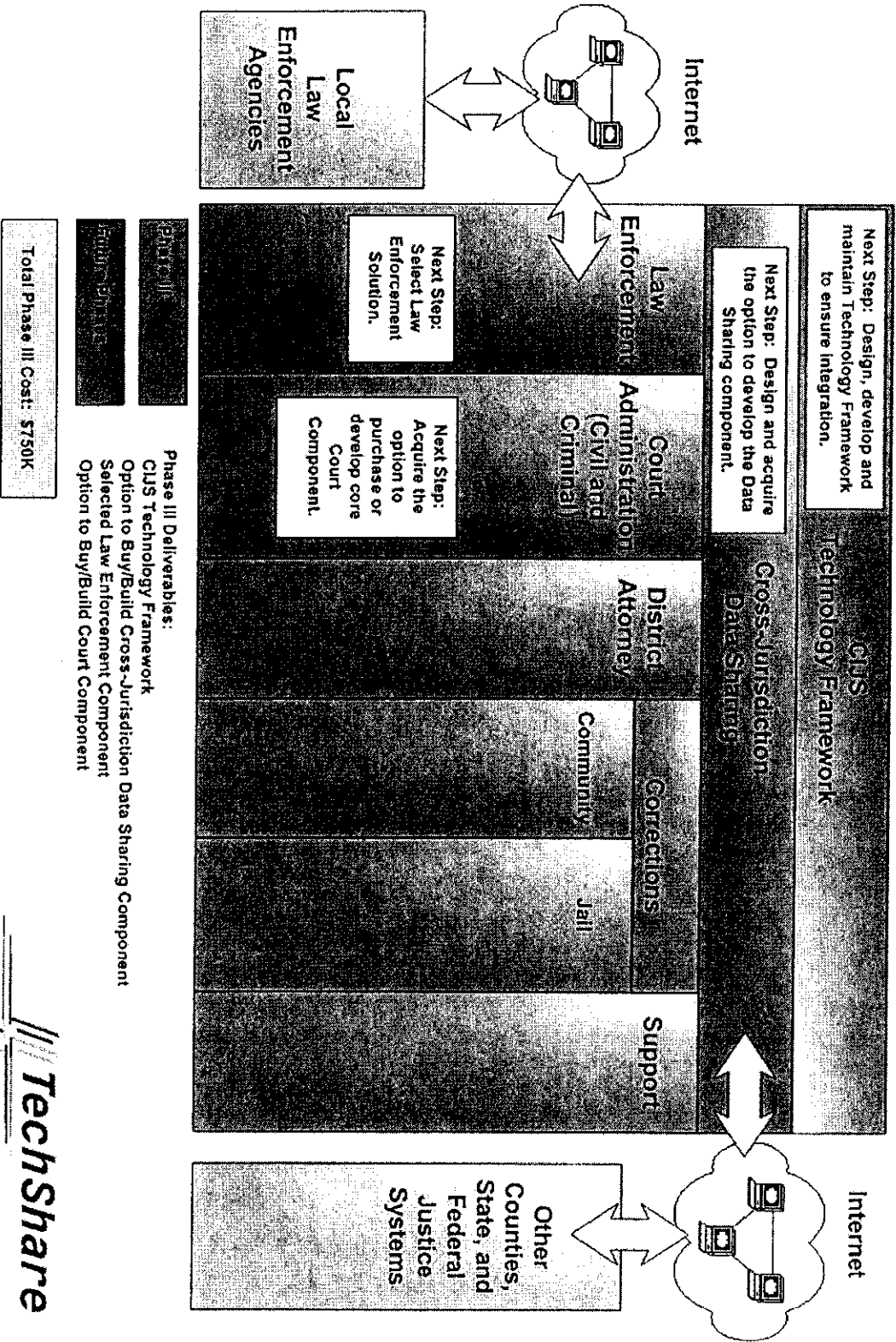
Activity 4: *Obtain the Option to Buy/Build Court Administration Component*

Develop and issue RFP to obtain the option to acquire and implement an integrated Courts Administration solution. Urban Counties is ready to go forward with a courts solution as we have identified a group with significant interest. TechShare resources will be used to develop the RFP and evaluate responses. Counties will have the option of acquiring the Court Administration software in Fiscal Year 2005.

Exhibit 1, below, illustrates the components of CIJS and the recommended modules to be included in Phase III.

Texas Conference of Urban Counties
CIJS Roadmap
July 2004

Common Integrated Justice System (CIJS) Roadmap
June 2004



Texas Conference of Urban Counties
CIJS Roadmap
July 2004

2.0 Integrated Justice – Guiding Principles

CJIS will be designed to address the operational needs of justice agencies while providing the societal benefits associated with information sharing across jurisdictions. In order to ensure the CJIS solution is integrated, all management and technical decisions will be guided by these principles:

1. Information is captured at the originating point to ensure the highest degree of accuracy and authenticity.
2. Information is captured once and reused, eliminating the need for redundant collection and entry.
3. CIJS will fulfill the operational needs of the participating entities; it will not be a separate system constructed solely for the purpose of data sharing.
4. Justice organizations retain the right to design, operate and maintain systems to meet their own operation requirements, outside the CIJS application. Entities who want to share information with CIJS must meet agreed-upon data, communication and security requirements and standards to participate.
5. Standards will be defined, with user input, in terms of performance requirements and functional capabilities, rather than specific hardware and software brands.
6. Security and privacy are priorities in the development of integrated justice capabilities, and in the determination of standards.
7. CIJS will build on the current technology infrastructure and incorporate capabilities and functionalities of existing information systems where possible.
8. Establishing and confirming the positive identify of a record or data element is crucial in order to establish and protect "custodianship" for the data.
9. CIJS components will be deployed with a consistent user interface based on industry standards accepted in the justice community.
10. CIJS components will be designed to fulfill the common processes and business rules that cross county jurisdictions while providing the capability for configuration of specific elements that are unique to each individual county.

These guiding principles are derived and extended from those adopted by SEARCH, the National Consortium for Justice Information and Statistics for integrated justice solutions.

Texas Conference of Urban Counties
CIJS Roadmap
July 2004

3.0 CIJS Phases

The CIJS Project is comprised of the following phases:

Phase I: Feasibility Study

Last year, the Urban Counties conducted Phase I of this project which involved the coordination of a steering committee composed of various county officials and end users to determine the feasibility of undertaking a common integrated justice system. The result of Phase I was a proposal sent to all Urban Counties members outlining the proposed set of deliverables offered should counties choose to participate in Phase II. Thirteen (13) member counties participated in and provided funding for Phase II. Interlocal agreements were executed between the Urban Counties and participating member counties.

Phase II: Requirements Definition

A Request for Proposal was issued on July 2, 2003 with the purpose of defining the business requirements for a new CIJS and a contract was awarded to Sierra Systems Group. Phase II was completed on schedule and within budget in May 2004.

Phase II deliverables include:

- Business requirements for all county government CIJS stakeholders in the form of Use Cases built on Rational Unified Process (RUP) standards;
- XML Strategy;
- Data Dictionary; and
- Function Point Count based on business requirements.

Phase III: Select and Acquire Option to Buy/Build Core Components

Phase III will focus on providing technology framework for CIJS, including the infrastructure and environmental requirements for using CIJS components; designing the Data Sharing component; selecting Law Enforcement and Court Administration components; and obtaining the option to buy or build these core components and modules.

The primary focus for the CIJS Technology Framework will be integration. The Framework will provide guidelines, standards, and specifications for acquiring or developing CIJS components to ensure integration of all components as part of the Common Integrated Justice System.

Because the Data Sharing component is necessary to meet emerging standards for data interchange with State and Federal agencies, Urban Counties will seek grant funding for the development of this component. If Urban Counties is able to obtain grant funding to buy or build the Data Sharing component, the component will be designed and configured to address State data sharing requirements as well as county-to-county needs. If the Urban Counties provide the funding to buy or build the Data Sharing component, the component will be designed and configured to support county-to-county needs.

**Texas Conference of Urban Counties
CIJS Roadmap
July 2004**

During Phase III, the design and specifications for the data sharing component will be completed and an RFP will be developed and issued to obtain the option to buy or build the Data Sharing component through a competitive procurement process.

The Juvenile Information System (JIS) and Adult Information System (AIS) components developed by Dallas County and offered to the Urban Counties as assets under the TechShare program would be evaluated for selection as solutions for the CIJS Law Enforcement component. Pending the outcome of the evaluation, it may be necessary to develop and issue an RFP to acquire the option to build or buy the CIJS Law Enforcement component.

An option to buy or build the Court Administration components for Criminal and Civil Courts will be obtained through a competitive procurement process. As part of the evaluation process, the Urban Counties will consider all components of the integrated CIJS solution, the strategic direction of suppliers in the justice marketplace, and the ability of proposed solution providers to supply additional components other than the Court Administration modules.

Counties will then have the option to acquire the modules through an "enterprise-wide" agreement for the Urban Counties. The Court Administration components (or other CIJS modules) could then be deployed on a module by module basis, for use by the participating counties as they had resources available based on their specific priorities.

CIJS Support components would be acquired or developed based on the needs of the Law Enforcement and Court Administration components. The CIJS Support components could be deployed on a module by module basis for use by the participating counties as they had resources available based on their specific priorities.

Based on the availability of grant funding, Phase III could also include an update to the State's TJI³ Plan.

Phase III Deliverables would include:

- Technology Framework
- Data Sharing Design
- Data Sharing Buy/Build Option
- Law Enforcement Selection
- Court Administration Core Modules Buy/Build Option
- Update TJI³ Plan (optional based on the availability of grant funding)

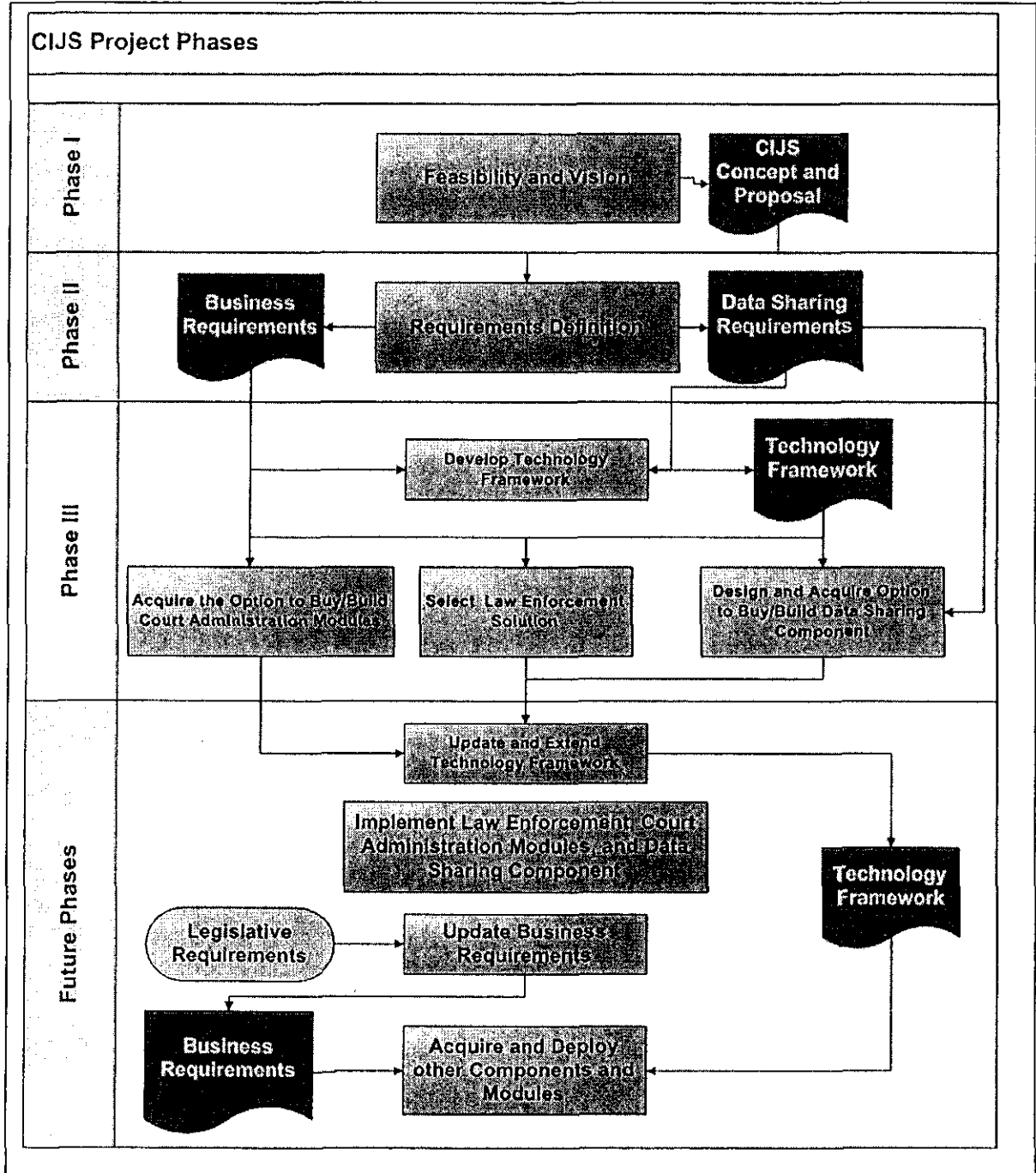
Future Phases

The subsequent phases of CIJS will be organized and structure based on the priorities and interest of the Counties in working together on individual projects. Future phases could follow the same structure where the Urban Counties acquires the option to buy or build the CIJS components through a competitive procurement process. Once the "enterprise agreement" is in place, Counties could elect to implement the modules based on their individual priorities and available resources.

Texas Conference of Urban Counties
CIJS Roadmap
July 2004

As the initial activity in future phases, the CIJS Technology Framework should be updated and extended based on the components deployed. It will also be necessary to reconfirm the business requirements for CIJS components and modules based on the then-current environment and changes in Federal or State legislation.

Exhibit 2 below provides an overview of the potential CIJS phases.



Texas Conference of Urban Counties
CIJS Roadmap
July 2004

4.0 Phase III Milestones and Schedule

The following milestones are derived from the potential plan for completing Phase III. Dates are given relative to the project start date.

Technology Framework

- Technology Framework Month 3

Data Sharing

- Data Sharing Design Month 5
- Option to Buy/Build Data Sharing Component Month 9

Law Enforcement Selection

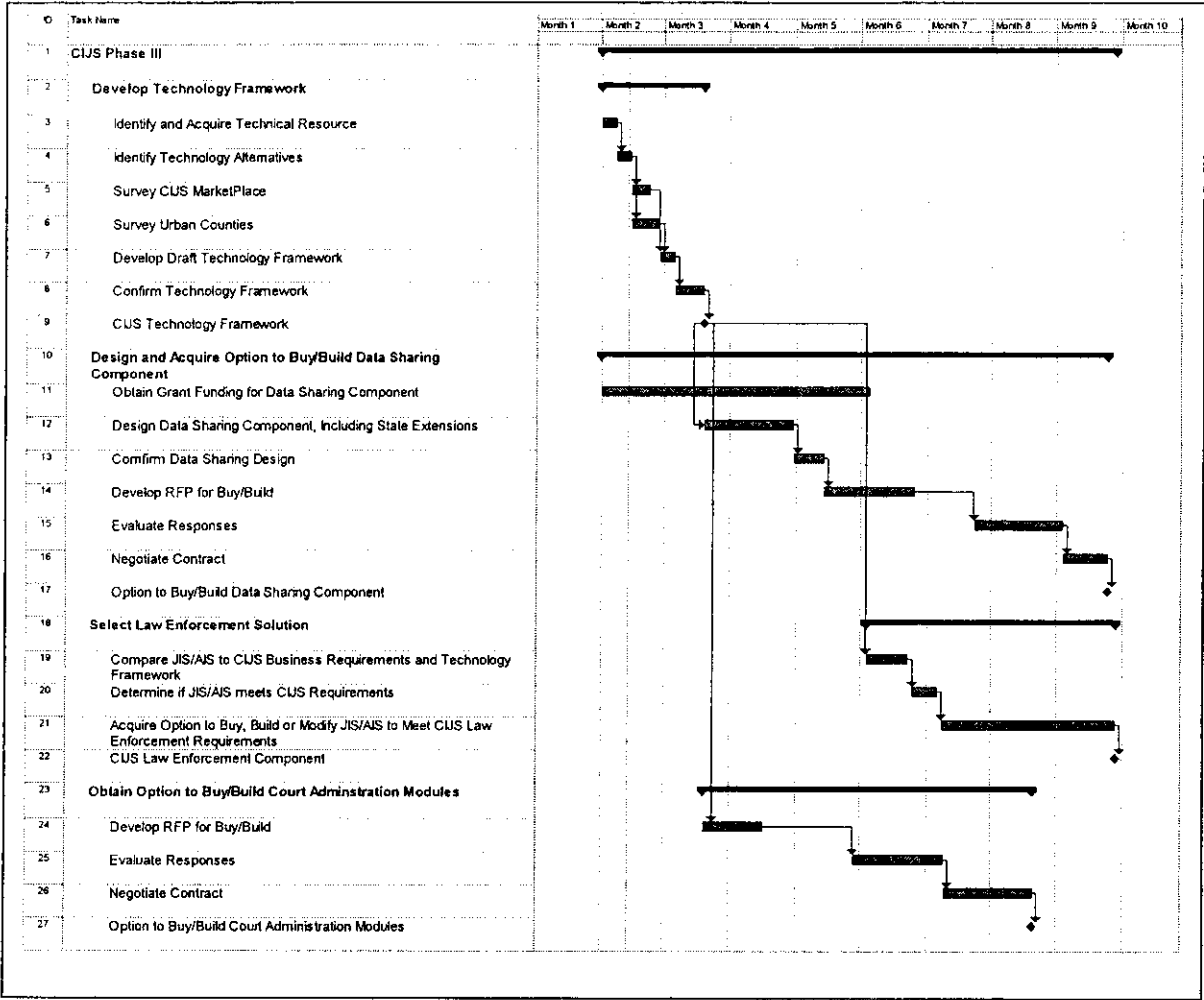
- JIS/AIS Evaluation Month 7
- Option to Buy, Build, or Modify JIS/AIS for Law Enforcement Month 9

Court Administration

- Option to Buy/Build Court Administration Core Modules Month 8

Exhibit 3 shows the potential schedule for CIJS Phase III.

Texas Conference of Urban Counties
CIJS Roadmap
July 2004



Texas Conference of Urban Counties
CIJS Roadmap
July 2004

5.0 TechShare Project and Resource Estimates

CIJS Technology Framework:

Definition:

The CIJS Technology Framework will include the following, at a minimum:

- CIJS Integration Architecture
The specifications and standards to insure the CIJS components are fully integrated.
- CIJS Development and Testing Environment
The specifications and standards for the CIJS application software development and testing to insure high quality components are deployed for County use.
- CIJS Operational Environment
The specifications and standards for CIJS technical operations, providing Urban Counties with flexible and cost-effective alternatives for operation, support and maintenance of CIJS components.
- CIJS Operations
Specific logistical plans supporting each alternative for operating CIJS for Urban Counties.

Resources:

Consulting support will be obtained through a professional services agreement to complete the initial release of the Technology Framework according to the potential CIJS Project Schedule.

Estimated Cost:

Initial Release of Technology Framework	\$ 125K
Annual Maintenance – Technology Framework	\$ 27.5K

Cost estimate based on level of effort to develop technology framework based on current options available for information technology systems.

CIJS Data Sharing:

Definition:

This project will result in the design and acquisition of the option to buy or build the CIJS Data Sharing Component. The steps in the project include:

- Design Data Sharing Component

**Texas Conference of Urban Counties
CIJS Roadmap
July 2004**

- Develop RFP, Evaluate Proposals and Contract for option to Buy or Build CIJS Data Sharing component

Resources:

Consulting support will be obtained through a professional services agreement to complete the design of the Data Sharing component. RFP process and project oversight will be provided by TechShare staff or consultants.

Estimated Cost:

Data Sharing Component	\$ 2 to 5M
Annual Maintenance – Data Sharing Component	\$.5 to 1M

Cost estimate based on development costs for similar projects in Connecticut and Los Angeles County, California. This cost estimate does not include cost to modify existing County systems to use the Data Sharing component.

CIJS Law Enforcement:

Definition:

This project will result in the selection of the Law Enforcement component of CIJS. Dallas County has offered the Juvenile Information System and Adult Information System (JIS/AIS) as candidates for the Law Enforcement component. During Phase III, it will be determined if the JIS/AIS meet the CIJS requirements or if another solution should be sought. The steps necessary to complete these activities include:

- Determine level of fit of JIS/AIS to CIJS Business and Information Sharing Requirements
- Determine costs to modify and test JIS/AIS as necessary to meet CIJS requirements
- Determine costs to integrate JIS/AIS with CIJS Data Sharing component
- Determine if JIS/AIS will be adopted as long-term CIJS Law Enforcement Component or if another solution is necessary..

Resources:

Urban Counties will contract with Info Integration, the developer of JIS/AIS application, to assist in completing these activities. Project oversight will be provided by TechShare staff or consultants.

**Texas Conference of Urban Counties
CIJS Roadmap
July 2004**

Estimated Cost:

Estimated cost to configure JIS/AIS Fit to CIJS requirements	\$ 750K
Annual Support and Maintenance	\$ 2.8 to 3.4M
Law Enforcement Modules	\$ 4 to 6M
Law Enforcement Modules Annual Support and Maintenance	\$.8 to 1.2M

Cost estimate based on level of effort to configure JIS/AIS for six counties adjacent to Dallas County, extrapolated for all Urban Counties. Annual Support and Maintenance cost estimate based on estimated cost to support Dallas County for JIS/AIS, extrapolated to all Urban Counties.

Should JIS/AIS not be selected as the Law Enforcement components for CIJS, estimates are provided for Law Enforcement Modules.

This cost estimate does not include hardware or systems software costs or any other JIS/AIS implementation costs.

CJIS Court Administration:**Definition:**

This project will result in a "buy or build" decision for the Court Administration components of CIJS. Both options will be considered as part of the solution acquisition process. The goal of these activities will be to obtain the option to buy or build the CIJS Court Administration modules.

Resources:

Urban Counties develop an RFP to select the Court Administration modules through a competitive procurement process.

Estimated Cost:

Court Administration Modules – Enterprise License for all Urban Counties	\$ 6M to 8M
Annual Software Maintenance	\$ 1.3M to 1.7M

Cost estimate based on actual experience and/or proposals submitted to Urban Counties members.

This cost estimate does not include hardware, systems software or implementation costs.

Texas Conference of Urban Counties
CIJS Roadmap
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6.0 CIJS Phase 3 Budget

Category	Hours	Rate	Total
Urban Counties Oversight and Administrative Support			\$ 102,000
Provide Project Coordination with elected leaders			
Provide Administrative Support			
STA Project Management and Quality Assurance			
Provide Project Management and QA Review			
Mitt Salvaggio	256	\$ 150	\$ 38,400
Charles Gray	427	\$ 150	\$ 64,000
STA Systems Analyst			
Develop Project Deliverables			
Robin Fenner	1,280	\$ 110	\$ 140,800
Urban Counties CIJS Coordinator			
Coordinate CIJS with Counties and State Agencies			\$ 140,400
Technology Framework Consultant			
Develop CIJS Technology Framework	510	\$ 110	\$ 56,000
InfoIntegration Consultant			
Conduct JIS/AIS "Fit" Analysis	375	\$ 120	\$ 44,800
Legal Support			
Contracts, Documentation			\$ 37,500
Urban Counties Staff Facilities			
Offices at Urban Counties			\$ 27,500
Travel			
Urban Counties Staff			\$ 23,600
Contingency			
10% of Project Budget			\$ 75,000
Total Project Budget			\$ 750,000

Estimated costs for Urban Counties' staff positions include salary and benefits.

Contingency included to address potential changes such as the need to issue an RFP for Law Enforcement modules should JIS/AIS not be selected as the Law Enforcement components.

COURT ORDER

ORDER NO.:

DATE:

STATE OF TEXAS

§

COUNTY OF Williamson

§

BE IT REMEMBERED, at a regular meeting of the Commissioners Court of Williamson County, Texas, held on August 31, 2004, on motion made by John Dierfler, and seconded by Greg Bentrigh, the following Order was adopted:

WHEREAS, in May 2003, thirteen counties joined together to develop a consolidated set of business use cases and a data dictionary as a precursor to developing a common integrated justice system (CIJS), and this endeavor was known as "CIJS – Phase II"; and

WHEREAS, CIJS – Phase II was structured through an interlocal agreement between the participating counties, with the Texas Conference of Urban Counties serving as the contract and project administrator; and

WHEREAS, CIJS – Phase II was completed on time and under budget; and

WHEREAS, the next phase in the development of the common integrated justice system (CIJS – Phase III) will be the development or acquisition of the following deliverables:

1. Technology Framework to ensure the integration of all CIJS components and modules;
2. Completed design and the option to buy or build the Data Sharing component that will provide a method for exchange of data across county jurisdictions;
3. Selection of the Law Enforcement component, with the option to buy or build the selected modules; and
4. Selection of the Court Administration component, with the option to buy or build the selected modules; and

WHEREAS, the County has previously approved the Master Interlocal Agreement to participate in the Conference of Urban Counties' TechShare program; and

WHEREAS, the County may participate in CIJS – Phase III by approving the attached TechShare Project Addendum – CIJS Phase III.

NOW THEREFORE, BE IT RESOLVED that the Williamson County Commissioners Court does hereby approve the attached Techshare Project Addendum – CIJS Phase III.

BE IT FURTHER RESOLVED that the Williamson County Commissioners Court does hereby designate Jay Schade to serve as the County's representative on the CIJS – Phase III Oversight Board.

DONE IN OPEN COURT this the 31st day of August, 2004.

John C. Daehler
County Judge

Comm. Prct. #1

Comm. Prct. #3

Comm. Prct. #2

Comm. Prct. #4

TECHSHARE PROJECT ADDENDUM COMMON INTEGRATED JUSTICE SYSTEM (CIJS) – PHASE III

PROJECT DESCRIPTION

Through approval of this Project Addendum, Counties shall participate in Phase III of the development of a Common Integrated Justice System (CIJS).

The CIJS Project is comprised of the following phases:

Phase I: Feasibility Study

In 2003, the Urban Counties conducted Phase I of the CIJS project, which involved the coordination of a steering committee composed of various county officials and end users to determine the feasibility of undertaking a common integrated justice system. The result of Phase I was a proposal sent to all Urban Counties members outlining the proposed set of deliverables offered should counties choose to participate in Phase II. Thirteen (13) member counties participated in and provided funding for Phase II. Interlocal agreements were executed between the Urban Counties and participating member counties.

Phase II: Requirements Definition

A Request for Proposal was issued on July 2, 2003 with the purpose of defining the business requirements for a new CIJS and a contract was awarded to Sierra Systems Group. Phase II was completed on schedule and within budget in May 2004.

Phase II deliverables included:

- Business requirements for all county government CIJS stakeholders in the form of Use Cases built on Rational Unified Process (RUP) standards;
- XML Strategy;
- Data Dictionary; and
- Function Point Count based on business requirements.

Phase III: Select and Acquire Option to Buy/Build Core Components

Phase III will focus on providing technology framework for CIJS, including the infrastructure and environmental requirements for using CIJS components; designing the Data Sharing component; selecting Law Enforcement and Court Administration components; and obtaining the option to buy or build these core components and modules.

The primary focus for the CIJS Technology Framework will be integration. The Framework will provide guidelines, standards, and specifications for acquiring or developing CIJS components to ensure integration of all components as part of the Common Integrated Justice System.

Because the Data Sharing component is necessary to meet emerging standards for data interchange with State and Federal agencies, Urban Counties will seek grant funding for the development of this component. If Urban Counties is able to obtain grant funding to buy or

build the Data Sharing component, the component will be designed and configured to address State data sharing requirements as well as county-to-county needs. If the Urban Counties provide the funding to buy or build the Data Sharing component, the component will be designed and configured to support county-to-county needs.

During Phase III, the design and specifications for the data sharing component will be completed and an RFP will be developed and issued to obtain the option to buy or build the Data Sharing component through a competitive procurement process.

The Juvenile Information System (JIS) and Adult Information System (AIS) components developed by Dallas County and offered to the Urban Counties as assets under the TechShare program will be evaluated for selection as solutions for the CIJS Law Enforcement component. Pending the outcome of the evaluation, it may be necessary to develop and issue an RFP to acquire the option to build or buy the CIJS Law Enforcement component.

An option to buy or build the Court Administration components for Criminal and Civil Courts will be obtained through a competitive procurement process. As part of the evaluation process, the Urban Counties will consider all components of the integrated CIJS solution, the strategic direction of suppliers in the justice marketplace, and the ability of proposed solution providers to supply additional components other than the Court Administration modules.

Counties will then have the option to acquire the modules through an "enterprise-wide" agreement for the Urban Counties. The Court Administration components (or other CIJS modules) could then be deployed on a module by module basis, for use by the participating counties as they had resources available based on their specific priorities.

CIJS Support components will be acquired or developed based on the needs of the Law Enforcement and Court Administration components. The CIJS Support components could be deployed on a module by module basis for use by the participating counties as they have resources available based on their specific priorities.

Based on the availability of grant funding, Phase III could also include an update to the State's TJI³ Plan.

Phase III Deliverables include:

- Technology Framework
- Data Sharing Design and Data Sharing Buy/Build Option
- Law Enforcement Selection
- Court Administration Core Modules Buy/Build Option
- Update TJI³ Plan (optional based on the availability of grant funding)

Future Phases

The subsequent phases of CIJS will be organized and structured based on the priorities and interest of the Counties in working together on individual projects. Future phases could follow the same structure where the Urban Counties acquires the option to buy or build the CIJS components through a competitive procurement process. Once the "enterprise agreement" is in

place, Counties could elect to implement the modules based on their individual priorities and available resources.

As the initial activity in future phases, the CIJS Technology Framework should be updated and extended based on the components deployed. It will also be necessary to reconfirm the business requirements for CIJS components and modules based on the then-current environment and changes in Federal or State legislation.

The following milestones are for completing Phase III. Dates are given relative to the project start date.

Technology Framework

- Technology Framework - Design a technology framework to ensure integration of all components as they are developed and deployed. Month 3

Data Sharing

- Data Sharing Design Month 5
- Option to Buy/Build Data Sharing Component Month 9

Law Enforcement Selection

- JIS/AIS Evaluation Month 7
- Option to Buy, Build, or Modify JIS/AIS for Law Enforcement Month 9

Court Administration

- Option to Buy/Build Court Administration Core Modules Month 8

TJP³ Plan (optional, based on availability of grant funding)

- Update to the State's integrated justice plan Month 6

BUDGET AND FUNDING

The initial budget for the scope of work is \$750,000.00. Each County's portion of this obligation shall be equal to the sum of \$2,500.00 plus the county's pro-rata share of the remainder based on the respective percentage of population of the county to the total population of all the participating Counties. 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 without further action of the Parties. If additional counties join, the scope of the project and the budget may be changed at the discretion of the Urban Counties Board in consultation with the Oversight Board. In no event will a County be obligated to pay more than the respective amount set forth in Attachment A without formal approval of the County's commissioners court.

In the event one or more participating counties terminate their participation, the Oversight Board changes the formula(s) for calculating costs, or any other decision is made or event occurs that would increase the costs due by a County, then the Urban Counties shall prepare a Addendum for each County. The County shall not be obligated to pay the higher costs unless and until the County approves the subsequent Addendum.

MINIMUM COUNTY APPROVAL REQUIRED

This Addendum – and the costs for each county set forth in Attachment A - shall not be binding on any county unless the Addendum is approved by the commissioners courts of either (1) all of the following counties: Harris, Dallas, Tarrant, Bexar, Travis, Collin, and Galveston; or (2) sufficient counties to reach the initial \$750,000 budget as determined by the amounts set forth in Attachment A.

PAYMENT OF SHARED COSTS

Each County shall pay its portion of the shared project costs to the Urban Counties no later than October 31, 2004. The Urban Counties will send an invoice no later than October 1, 2004 to each county that has approved this Addendum by that date. Counties approving this Addendum after October 31, 2004 shall pay their portion of the project costs no later than 45 days after approval of this Addendum by the commissioners court.

OVERSIGHT BOARD - VOTING

Each participating county shall designate an individual to serve on the Project Oversight Board. Voting strength of each representative shall be equal to the respective percentage of the shared costs of the County to the total budget. As additional counties join in this Agreement, the voting strength of each representative will be adjusted in accordance with this formula without further action of the Parties.

SERVICES PROVIDED BY A PARTICIPATING COUNTY

At the discretion of the Oversight Board, one or more participating counties may provide services deemed desirable by the Oversight Board. Such county(ies) may receive consideration for all but its proportionate share of the costs of such services as determined by the Oversight Board.

TERM AND TERMINATION

This Addendum shall be in effect from the date it is approved by the County's commissioners court and shall remain in effect until the earlier of (1) completion of the Project; or (2) termination as provided in this section.

This Addendum may be terminated by the County by providing written notice of termination to the Urban Counties at least thirty (30) days in advance of the proposed termination date. There will be no refund of shared costs previously paid by the County.

ATTACHMENT A
TechShare Project Addendum – CIJS Phase III

County	2000 Population	FY 2005 Costs
Percentage allocated:		100%
Harris	3,400,578	\$ 251,275
Dallas	2,218,899	\$ 164,828
Tarrant	1,446,219	\$ 108,301
Bexar	1,392,931	\$ 104,402
Travis	812,280	\$ 61,924
El Paso	679,622	\$ 49,218
Hidalgo	569,463	\$ 42,053
Collin	491,675	\$ 38,469
Denton	432,976	\$ 32,990
Fort Bend	354,452	\$ 27,659
Cameron	335,227	\$ 26,395
Nueces	313,645	\$ 24,948
Jefferson	252,051	\$ 20,682
Galveston	250,158	\$ 20,801
Williamson	249,967	\$ 20,620
Lubbock	242,628	\$ 20,120
Brazoria	241,767	\$ 20,067
Bell	237,974	\$ 19,798
McLennan	213,517	\$ 18,059
Webb	193,117	\$ 16,619
Smith	174,706	\$ 15,307
Brazos	152,415	\$ 13,710
Johnson	126,811	\$ 11,852
Midland	116,009	\$ 11,070
Gregg	111,379	\$ 10,735
Ellis	111,360	\$ 10,753
Grayson	110,595	\$ 10,711
Hays	97,589	\$ 9,775
Guadalupe	89,023	\$ 9,142
Parker	88,495	\$ 9,103
Comal	78,021	\$ 8,327
Hunt	76,596	\$ 7,817
Kaufman	71,313	\$ 7,830
San Patricio	67,138	\$ 7,520
Wise	48,793	\$ 6,155
Rockwall	43,080	\$ 5,729
Chambers	26,031	\$ 4,455

Overall Project Costs: \$ 750,000

Explanation:

Costs allocated using \$2500 per county plus per capita ratio to reach project budget.

All costs based on minimum participation of counties of Harris, Dallas, Tarrant, Bexar, Travis, Collin & Galveston. Other county amounts are based on adding just that county to those seven.

AGENDA ITEM 46

Consider approving a contract with Moman Architects for Architectural Services in the South West Regional Park.

Jim Rodgers addressed the Court regarding an expenditure of \$126,595 for an office, a maintenance facility, and a house at the South West Regional Park.

Moved: **Commissioner Noble**

Seconded: **Commissioner Boatright**

Motion: To approve a contract with Moman Architects for Architectural Services in the South West Regional Park.

Vote: 4 – 1. **Commissioner Birkman** was opposed.

< Attachment >