

# BYLAWS

## OF THE

# COUNTY INFORMATION RESOURCES AGENCY

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### ARTICLE I

#### Creation and Purpose

The County Information Resources Agency ("CIRA") was created by several counties' entry into an Original Interlocal Agreement pursuant to Chapter 791 of the Texas Government Code. CIRA's purpose is 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 and reliability of governmental services. CIRA is to supervise, administer, and carry out the purposes, expressed and implied, of the Original Interlocal Agreement for Information Resources and Technology, and CIRA shall have any and all powers necessary to carry out the purposes of that Agreement.

CIRA is a governmental entity that exists for the betterment of county government and the benefit of all county officials. No part of the net earnings of CIRA shall inure to the benefit of or be distributable to its Directors or officers or other private persons, except that the CIRA may pay reasonable compensation for services rendered and may make such payments and distributions in furtherance of the public purposes set forth herein as are consistent with the laws applicable to governmental entities.

### ARTICLE II

#### Definitions

As used in these Bylaws, the definitions contained in the Original Interlocal Agreement for Information Resources and Technologies shall govern. In addition, the following terms shall have the meaning hereinafter set out:

1. "CIRA" -- The County Information Resources Agency.
2. "CIRA Manager" -- Texas Association of Counties or its duly authorized designee.
3. "Interlocal Agreement" -- The Interlocal Agreement for Information Resources and Technology, pursuant to which a local government may become a Member of CIRA.
4. "Board" -- Board of Directors of the CIRA.
5. "Director" -- A member of the Board of Directors of the CIRA.
6. "Member" -- A local government which enters into and maintains a contractual relationship through an Agreement with CIRA.

### ARTICLE III

#### Powers and Duties of CIRA

CIRA shall have any and all of the powers permitted it by the laws governing CIRA, the Agreement, the Interlocal Participation Agreements with Members, these Bylaws, amendments to

the Bylaws laws, and/or any and all contracts or similar legal documents. Such powers include but are not limited to:

1. To sue;
2. To establish the fees (including Membership fees) and make such other financial arrangements as deemed necessary by the Board to cover the expenses and operations of CIRA;
3. To purchase and lease real property, equipment, machinery, and personal property;
4. To enter into contracts and to participate in other interlocal or intergovernmental agreements;
5. To adopt the form and substance of any interlocal participation agreements or other contracts with the CIRA;
6. Retention of agents and independent contractors necessary to administer and achieve the purposes of CIRA, including, but not limited to, managers, attorneys, accountants, financial advisors, consultants, and others;
7. To contract with the Texas Association of Counties or its duly authorized and approved designee for general administrative services;
8. To determine the services and programs to be offered to Members, the cost Members will pay for such services and programs, and to collect delinquencies, penalties and interest;
9. To reimburse Directors for reasonable and approved expenses. Expenses incurred in attending Board meetings shall be reimbursed in accordance with the Texas Association of Counties' travel policies in effect at the time the expense is incurred;
10. CIRA is not required to exercise the full range of services within its powers, only those deemed feasible and proper by the Board;
11. To purchase insurance and fidelity bonds and may provide indemnity for the Board and its Directors, officers and employees, as well as the Directors, officers and employees of the Texas Association of Counties for their activities in connection with the provision of any services for CIRA.
12. To make investments. The principal and income of all monies and property received and accepted by CIRA may be held and invested for CIRA in such manner as the Board shall determine. The Board may make payments or distributions from income or principal, or both, to or for the use or benefit of CIRA or Members in such manner as the Board shall determine to be proper under the Agreement and these Bylaws.
13. To contract with the Texas Association of Counties for the use of its name, brand and marks.

## **ARTICLE IV**

### **Participation**

Participation in CIRA is open to any local government as defined in the Agreement that constitutes a political subdivision as defined in Section 1.103-1(b) of the federal Income Tax Regulations, agrees to abide by the standards for membership adopted by the Board and these Bylaws and agrees to execute and follow the terms and conditions of the Interlocal Participation Agreement. The federal Income Tax Regulations define "political subdivision" as any division of any state or local governmental unit that is a municipal corporation or that has been delegated the right to exercise any part of the sovereign power of the unit.

## **ARTICLE V**

### **Obligations of Members**

The obligations of the Members are:

1. To pay promptly all fees or other payments to CIRA at such times and in such amounts as shall be established pursuant to these Bylaws and in individual service agreements between CIRA and the Member;
2. To designate in writing a CIRA Coordinator to serve as Member's representative in contacts with CIRA. The Coordinator must be an employee or officer of the Member, and may be changed from time to time by written notice to CIRA;
3. To cooperate fully with CIRA's directors and personnel and any other representative, agent, contractor or officer of CIRA or the CIRA Manager in activities relating to the purposes and powers of CIRA.

## **ARTICLE VI**

### **Membership Fees**

The Board shall have the power to set, increase, decrease, or eliminate a fee for membership in the Interlocal Agreement as it, in its sole discretion, deems necessary or appropriate. Notice of the creation of or change to the Membership fee shall be given to the Members' CIRA Coordinator by e-mail. A member may withdraw from membership without being obligated to pay a Membership fee if, within 60 days of the establishment or change, Member gives written notice to CIRA of its decision to withdraw from Membership.

## **ARTICLE VII**

### **Board of Directors and Officers**

1. The Board of Directors shall be composed of six (6) voting) Directors, each of whom shall be appointed by the President of the Texas Association of Counties with the approval of the Texas Association of Counties Board of Directors. The person serving as the Chairperson of the CIRA IT Advisory Committee, along with the President of the Texas Association of Counties or his designee, shall serve as ex Officio, non-voting Directors. Each member of the Board must be either an employee or an elected official of a Member entity. The withdrawal of a Member entity shall vacate the membership on the Board of Directors of any employee or elected or appointed official from the withdrawing county. Any Board member that ceases to be an employee or elected official of a Member entity shall immediately cease to be a member of the Board of Directors. However, such Board member shall serve until a successor takes office pursuant to these Bylaws, at the discretion of the Board.
2. The President of the Texas Association of Counties shall appoint an initial regular Board of Directors within 30 days after the creation of the CIRA. The six (6) member initial regular Board shall take office and serve until December 31, 2001.
3. The President of the Texas Association of Counties, with the approval of the Texas Association of Counties Board of Directors, shall then appoint a Board whose term shall begin on January 1, 2002 with initial terms of appointment being as follows: three (3) persons for a two (2) \*year term (January 1, 2002 through December 31, 2003), three (3) persons for a three (3) year term (January 1, 2002 through December 31, 2004). Each term after these initial terms appointment shall be for a three (3) year term. No person shall serve more than two (2) consecutive three (3) year terms. However, a person that has served two consecutive three year terms may advise the TAC President that he would like to serve an additional term. Upon receiving such a request, the TAC President may appoint the individual for an additional term,

and the individual may serve such additional term, if the appointment is approved by the TAC Board of Directors by a vote of 2/3 of those present. If a vacancy occurs as a result of this provision, the Director continues to serve until a successor has been appointed. Any Board member who fails to attend three (3) or more consecutive meetings without having been excused by the Chairman shall be deemed to have resigned, and the vacancy thereby created shall be filled by appointment by the President of the Texas Association of Counties for the unexpired term in the same manner that the original member was appointed. Any Director called to military service shall inform the Chairman prior to beginning his period of military service, and shall thereafter be excused from the requirement to attend meetings during the period of military service. Upon being so advised, the Chairman may request the President of the Texas Association of Counties to appoint a qualified person to serve as interim director during the period of the absent Director's military service.

4. The officers of the Board shall consist of a Chairman and a Vice Chairman who shall be designated annually by the President of the Texas Association of Counties. The Board shall designate a Secretary to keep the minutes and records of the Board, who may or may not be a member of the Board itself. Any vacancy on the Board due to death, resignation, disqualification, or inability to act shall be filled for the unexpired term by appointment of another member in the same manner that the original member was appointed.

5. The duly elected, qualified and acting members of the Board shall serve without compensation, but shall be entitled to reimbursement of actual expenses incurred in the performance of their official duties upon the approval of such expenses by the Board.

## **ARTICLE VIII**

### **Powers and Duties of the Board of Directors**

1. The Board, in addition to other powers and duties herein conferred and imposed or authorized by law, shall have the following powers and duties:

- a. The Board shall have the general power to make and enter into all contracts, leases, and agreements necessary or convenient to carry out any of the powers granted under these Bylaws or by any other law. All such contracts, leases, and other agreements are subject to Board approval. However, the Board may designate any person to act on its behalf. In the absence of a specific designation or delegation, all such agreements shall be executed by the Chairman, Vice Chairman or Director of CIRA, or the Executive Director of the Texas Association of Counties. Such contracts may include contracts for such professional services as it may deem necessary and shall fix the time, manner, and payment therefor;
- b. To contract with any qualified organization or entity as it may deem appropriate or expedient to perform any of the functions necessary for the carrying out administrative services, and any and all other services that the Board shall deem expedient for the proper servicing of those Members who use the services of CIRA;
- c. To carry out all of the duties necessary for the proper operation and administration of the CIRA on behalf of the Members and to that end shall have all of the powers necessary and desirable for the effective administration of the affairs of CIRA;
- d. To adopt rules to carry out the requirements of and implement the Bylaws;
- e. To establish and set the fees and cost of services to be paid by the Members;
- f. To establish the types and levels of services to be provided;
- g. To adopt and provide the interlocal participation agreement forms to be entered into by a local government to become a Member of CIRA;

- h. To set a budget and any necessary revisions to the budget;
  - i. To develop or establish any policies and procedures it deems to be appropriate, to establish conditions to be met prior to the provision of a service and to deny provision of a service if the conditions are not met;
  - j. To establish investment policies and arrange for the investing of the monies of the CIRA so as to keep the same invested according to law and, consistent with security and other policies and interests of CIRA. It shall provide for the banking of the monies of CIRA to the extent required by any adopted investment policy, and the proper security of any and all investments;
  - k. To have an audit of the financial affairs of CIRA made by a certified public accountant at the end of each fiscal year;
  - l. To form committees and to provide other services as needed by CIRA;
  - m. To do all acts necessary and proper for the operation of CIRA and the implementation of these Bylaws;
2. The Chairman of the Board shall appoint an Executive Committee or designee of the Board to handle the affairs of the Board between meetings. The Board shall review the actions of the Executive Committee or designee at each Board meeting to ratify any actions taken. In addition, subcommittees may be appointed with specifically granted tasks and authority.
3. The Board shall contract with the Texas Association of Counties or its designee for general administrative services. The entity performing the administrative services shall be known as "the CIRA Manager." Services to be provided by or through the CIRA Manager may include, but not necessarily be limited to, bookkeeping services; financial statements; recording and depositing of payments; providing information to potential Members; reviewing and making recommendations on all contracts; acting as a liaison with state and federal agencies and responding to their inquiries; computing and providing Membership billings; filing required forms and reports with state and other governmental agencies; maintaining appropriate files; assisting CIRA's auditor and actuary as necessary; reviewing the performance of all contract service providers; coordinating banking functions, and handling deposits and reconciliations; implementing investment policies established by the Board; providing the necessary notices of Member meetings; supplying resource material for Member and Board meetings; attending Member and Board meetings and other meetings necessary to the administration of CIRA; keeping detailed minutes of Member and Board meetings; and administering committees established by the Board. The CIRA Manager may execute all contracts on behalf of CIRA which are necessary to provide the general administrative services described herein if any monies to be expended under the contract are included in CIRA's approved budget or any approved revision thereto.

## **ARTICLE IX**

### **Meetings of the Board of Directors**

1. Meetings may be called by the Chairman or by a majority of the Directors by mailing written notice or via e-mail, at least ten (10) days in advance to all Directors or by unanimously executed waiver of notice. All meetings of the Board shall comply with the provisions of the Open Meetings Act.
2. Three (3) voting Directors shall constitute a quorum to do business. All acts of the Board of Directors shall require a majority vote of the Directors present and voting, except as otherwise specifically provided in these Bylaws.
3. To the extent permitted by the Open Meetings Act, any meeting of the Board of Directors may be held by telephone conference call in which all or certain of the Directors are not physically

present at the place of the meeting, but all who participate in the meeting, participate in the conduct thereof by telephone. For the purpose of determining the presence of a quorum and for all voting purposes at such meeting, all participating Directors shall be considered present and acting.

4. To the extent permitted by the Open Meetings Act, the Board of Directors may transact its business by mail, telephone, or any Internet-based medium, including e-mail, provided that, in the event of a vote by mail, the vote must be a unanimous vote by the full Board in order to be valid and effective, and if not unanimous, shall be considered a nullity.

## **ARTICLE X**

### **Indemnification of Board of Directors, Officers, and Employees**

1. In the event of any proceeding or threat of proceeding against any member of the Board of Directors or any officer or employee of the CIRA Manager or CIRA brought in connection with services performed by any such person, CIRA shall, to the extent possible, provide to such person indemnification for all damages and expenses incurred as a result of such proceeding or threatened proceeding and in the defense thereof. CIRA or the CIRA Manager may purchase errors and omissions insurance providing coverage for the Directors and officers and employees of CIRA and the CIRA Manager. Amounts of damages and expenses not payable under the terms and conditions of any such errors and omissions insurance policy purchased in favor of CIRA's Directors, officers, and employees are nevertheless included under the indemnity provision of this Article. However, indemnification for any damages or expenses of any Director, officer or employee by way of this Article shall only apply to such amounts as are not paid and payable by the terms and conditions of any errors and omissions insurance policy purchased in favor of CIRA, its Directors, officers, and employees. Indemnification is not available to any individual found guilty of committing a crime against CIRA or CIRA Manager. Nothing herein shall be deemed to prevent compromises of any such litigation where the compromise is deemed advisable in order to prevent greater expense or cost in the defense or prosecutions of such litigation.

2. The term "proceeding" under this Article does not include the termination of any officer or employee from his or her employment, nor any pre-termination or post-termination hearing, nor any adverse employment action towards an officer or employee, nor any procedure for the removal of an officer, or Director of CIRA. However, this indemnity shall apply to proceedings or threats of proceedings, against the Directors, officers, and employees of the brought by any other Directors, officers, and employees of the in connection with procedures for or the actual termination or removal of such other persons who are the subject of such potential or actual termination or removal.

3. CIRA may obtain a bond or other security to guarantee the faithful performance of the duties of each Director.

## **ARTICLE XI**

### **Bond Required**

Each Director of the Board and each employee who has any authority over money in CIRA or money collected or invested by CIRA may be required by the Board to execute a bond in an amount determined by the Board, conditioned on faithful performance of his duties. The cost of the bond shall be paid by CIRA.

## **ARTICLE XII**

### **CIRA Advisory Committee**

The CIRA Advisory Committee consists of eleven (11) members appointed by the Chair of the CIRA Board, who shall designate one member as the Chair of the Advisory Committee. Individuals serve on the committee for a one-year term. Only employees and officials of CIRA

Members may serve on the Committee. The purpose of the committee shall be to study all issues referred to the committee by the CIRA Board, and to provide any information, analysis and recommendations requested by the CIRA Board. The Committee shall be advisory only; have no policymaking or rulemaking authority, but shall exist only to help the CIRA Board develop an in-depth understanding of certain issues identified by the Board.

The Committee shall meet as necessary to fulfill its obligations, and may meet in person or by telephone. The Chair of the Committee may designate sub-committees, which may contain subject matter experts that are not officials or employees of a member. No quorum is required for a meeting of the Committee or any of its subcommittees. However, any report, analysis or recommendation given to the CIRA board for its consideration must be approved by a majority of the Committee's members.

## **ARTICLE XIII**

### **Withdrawal from Membership**

1. Any Member may withdraw from the CIRA by giving at least thirty (30) days notice in writing to the Board and the CIRA Manager of its desire to withdraw or by failure to maintain a contractual relationship with the CIRA.
2. The withdrawn Member shall not be entitled to any reimbursement of membership fees or other monetary contributions that are not a part of a separate service contract, that are to be paid or that shall become payable in the future, and shall continue to be obligated to make payment for an obligation which arose prior to withdrawal. Withdrawal of a Member does not relieve that Member of any obligations that it may have with respect to any service agreement or other contract with the CIRA and the CIRA may continue to service that agreement or contract until completed in accordance with its terms.
3. Withdrawn Members shall not be entitled to any share of the assets, equity, or other property of the CIRA and forever disclaim, waive, and contribute to the CIRA same.

## **ARTICLE XIII**

### **Expulsion of Members**

1. In addition to and as an alternative to any right to terminate an Interlocal Participation Agreement as provided therein or pursuant to these Bylaws, any Member may be expelled by a majority vote of all Directors and any existing Interlocal Participation Agreement shall terminate at that time. Such an alternative may be exercised at the sole option of the Board. The expulsion termination under this Article may be carried out for one or more of the following reasons:
  - a. Failure to make any payments due to the CIRA;
  - b. Failure to cooperate with CIRA, the CIRA Manager or any other agent, contractor, or any officer of CIRA;
  - c. Failure to carry out any obligation of a Member which impairs the ability of CIRA to carry out its purposes or powers; or
  - d. Failure to comply with the obligations of Members as set forth in these Bylaws.
2. The vote of a Director who is from the county proposed to be expelled shall not be counted in determining the number of votes required nor shall such Director be entitled to vote on the expulsion of his or her own county.
3. Under this Article no Member may be expelled except after notice from the Board of Directors of the alleged failure along with a reasonable opportunity to cure the alleged failure.

4. An expelled Member shall not be entitled to any reimbursement of membership fees or other monetary contributions that are not a part of a separate service contract, and shall continue to be obligated to make payment for an obligation which arose prior to withdrawal. Expulsion of a Member does not relieve that Member of any obligations that it may have with respect to any service agreement or other contract with CIRA

5. The expulsion provision of this Article shall not be construed to diminish or prevail over any right of CIRA to terminate an interlocal participation agreement in accordance with the provisions of the interlocal participation agreement.

6. Withdrawn or expelled Members shall not be entitled to any share of the assets, equity, or other property of CIRA and forever disclaim, waive, and contribute to CIRA the same.

## **ARTICLE XIV**

### **Dissolution**

CIRA may be dissolved by a unanimous vote of its Members through their respective governing bodies or by a majority of said Members upon recommendation of the Board of Directors of the CIRA, or by unanimous act of the CIRA Board of Directors. Upon the dissolution of CIRA, the Board of Directors shall, after paying or making provisions for the payment of all of the liabilities of CIRA, distribute all the assets of CIRA to its Members that are organizations the income of which is excluded under section 115(1) of the Internal Revenue Code and are Members at the time of dissolution in a formula to be determined by the Board, in its sole discretion. A local government that is not a Member at the time of dissolution shall not be entitled to any share of the assets, equity, or other property of CIRA and forever disclaim, waive, and contribute to CIRA the same.

## **ARTICLE XV**

### **Severability**

In the event that any article, provision, clause or other part of these Bylaws is held invalid or unenforceable by a court of competent jurisdiction, such a holding of invalidity or unenforceability shall not affect the validity or enforceability with respect to other articles, provisions, clauses, applications or occurrences, and these Bylaws are expressly declared to be severable.

## **ARTICLE XVI**

### **Special Provisions**

#### **A. Nature of Membership Obligations**

The contracting parties intend, in the creation of CIRA, to establish an organization to operate only within the scope herein set out and have not herein created, as between Member and Member any relationship of surety, indemnification or responsibility for the debt of or claims against any other Member. Nor is such a relationship created between any Member or group of Members and CIRA. Members have not, by entering into this Agreement, assumed, in any manner, any liability for the debts of or claims against CIRA.

#### **+B. Non-Waiver of Governmental or Other Immunity or Monetary Limits**

1. It is the intent of the Members that, by entering into interlocal participation agreements to become Members of the Original Interlocal Agreement for Information Resources and Technologies, they do not waive and are not waiving any immunity provided to the Members or their employees by any law, nor do they waive any monetary limits on the liability of the Members or their employees provided by any law.

2. Similarly, the Members do not intend any waiver of sovereign immunity, good faith immunity, or other governmental immunity of CIRA, and same is hereby preserved. The Members shall have no authority, either through act or omission, to waive same and nothing in the Original Interlocal Agreement, these Bylaws, and the Interlocal Participation Agreements may be construed as such a waiver.

**C. No Right of Partition**

The remedies of the Members are limited to those set forth in the Agreement and these Bylaws. Specifically, Members have no right in and to the assets of the CIRA or to any right of partition or similar proceeding. Members specifically disclaim, waive, and compromise any such rights.

**D. Shall Seek Cooperation**

In recognition of the role of CIRA as one of the governmental programs of the Texas Association of Counties, CIRA shall seek cooperative arrangements concerning administration, investments, joint programs, and other matters of mutual concern in order to achieve economies and to effectuate objectives shared by the said Association and any other sponsored programs.

**E. Fiscal Year**

The fiscal year of CIRA shall be the calendar year or other twelve (12) month period as established by the Board of Directors.

**ARTICLE XVII**

**Amendment of Bylaws**

With the approval of the Board of Directors of the Texas Association of Counties, these Bylaws may be altered, amended or repealed by a majority of the Directors present at any meeting of the Board. This power shall include the power to create a new name for CIRA.

**CERTIFICATE**

I am the secretary of the County Information Resources CIRA (CIRA) and the official custodian of its records. I hereby certify that this document is a true and correct copy of CIRA's bylaws, as most recently amended by the Texas Association of Counties Board of Directors on December 6, 2007, and as kept in the normal course of business.

Dated: 12-6-2007 By: Melissa DOTA  
For CIRA