

THE STATE OF TEXAS

COUNTY OF COLLIN

Subject: Agreement, Collin County Auditor – Commissioners Court


On April 27, 2009 the Commissioners Court of Collin County, Texas, met in regular session with the following members present and participating to wit:

Keith Self
Matt Shaheen
Jerry Hoagland
Joe Jaynes
Kathy Ward

County Judge, Presiding
Commissioner, Precinct 1
Commissioner, Precinct 2
Commissioner, Precinct 3
Commissioner, Precinct 4

During such session the court considered a request for approval for the County Judge to enter into a settlement agreement with the County Auditor in regards to Collin County v. County Auditor 219-01215-2008.

Thereupon, a motion was made, seconded and carried with a majority vote of the court for approval for the County Judge to enter into an agreement with the County Auditor in regards to Collin County v. County Auditor 219-01215-2008. Same is hereby approved in accordance with the attached documentation.



Keith Self, County Judge



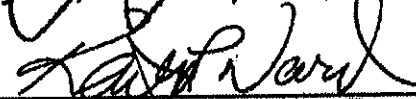
Matt Shaheen, Commissioner, Pct. 1



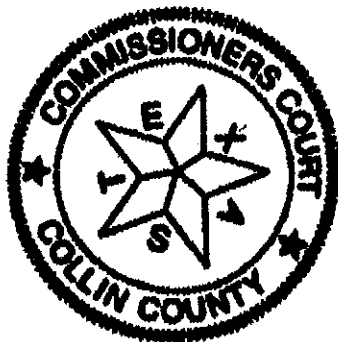
Jerry Hoagland, Commissioner, Pct. 2




Joe Jaynes, Commissioner, Pct. 3



Kathy Ward, Commissioner, Pct. 4



ATTEST:


Stacey Kemp, Ex-Officio Clerk
Commissioners' Court
Collin County, T E X A S

Memorandum of Understanding resulting from April 9th Meeting

This Memorandum of Understanding is not binding against the parties until it is approved by the Commissioner's Court and then executed by the County Auditor, Don Cozad.

Agreement:

1. The Commissioner's Court shall pay the County Auditor's attorney fees equal to \$150,000 no later than May 15, 2009.
2. Dismiss appeal and set aside the Final Judgment in case No. 219-01215-2008.
3. The County Auditor shall withdraw his AG opinion request dated April 3, 2008 within 7 days of the payment of the County Auditor's attorney fees.
4. The County Auditor shall have un-obscured read-only access to financial system components of PeopleSoft using ACL or similar audit software and will be provided with any County maintained PeopleSoft System data field catalogs and given read-only access to the PeopleSoft configuration tables, access security system logs and financial transactional data. The County Auditor will have access to live data. Un-obscured read-only access will also include all historical financial transactional data, historical configuration table activity, and historical access security system logs.
 - a. Financial system components of PeopleSoft include all components, tables, and functionality of the payroll module.
 - b. In addition, the Auditor may access tables or other financial related information used in payroll calculations that reside in the other modules of the PeopleSoft Human Resource System to support an actual audit need regarding another financial system or county activity either by direct or indirect reference.
 - c. Financial system components specifically do not include recruiting, personal information, organization management, job descriptions, learning and development, pay for performance evaluations, disciplinary actions, and any other information not used in the support of or the calculation of payroll.
5. The County Auditor shall have un-obscured read-only access using ACL or similar audit software to financial components, functionality, configuration tables, access security system change logs and financial transactional data of all current or future financial related systems owned, operated, and/or in the custody/custodian control of Commissioners' Court departments. This includes but is not limited to the configuration tables, receipting systems, fee schedules, access security logs, and transaction data history for Development Services, Medical Examiner, Healthcare, WIC, Animal Services, and Public Works, etc. The County maintained data field catalogs, and un-obscured read only access to the configuration tables, access security systems logs and transactional data will be provided for this purpose.

6. The County Judge will jointly sign letters with the County Auditor addressed to vendors of systems defined in numbers 4 and 5 above requesting data field catalogs for those systems in which the catalogs are not maintained by Collin County IT or Commissioners Court departments within seven (7) days of a request by the County Auditor.
7. The County Auditor's use of ACL or other audit software for un-observed read only access to production systems should be limited to "off" production hours until it has been demonstrated that ACL or other audit software queries do not adversely impact the performance of the system. A test environment will be provided to allow for testing of query scripts prior to use in a live system before the County Auditor exercises access to systems during production hours.
8. The County Auditor will limit ACL and software questions to the HR Director for PeopleSoft and IT Director for all other systems and the County Auditor will manage requests as not to hinder the employees' ability to complete their normal job duties.
9. ACL desktop version can be purchased from excess/surplus FY09 funds in the County Auditor's budget and the Commissioners Court will approve the purchase when requested by the County Auditor.
10. Agree that both sides have come to an amicable agreement in Collin County v. County Auditor that is beneficial to both sides and that the agreement is binding between the Commissioners' Court and Donald W. Cozad, Collin County Auditor.
11. In consideration hereof, Plaintiff, its predecessors, successors, affiliates, assigns, agents, and attorneys hereby remise, release, and forever discharge Defendant/Counter plaintiff/Intervener and all their predecessors, successors, affiliates, and their assigns, agents, attorneys, directors, officers, and employees from and against all actions, causes of action, claims, suits, debts, damages, judgments, liabilities, demands, and controversies whatsoever, whether matured or unmatured, whether at law or in equity, whether before a local, state, or federal court or state federal agency, commission or arbitration administrator, and whether now known or unknown, liquidated or unliquidated, that Plaintiff now has or may have had, or thereafter claims to have, regarding the issues arising out of or directly or indirectly related to the transactions, facts and claims that made the basis of the lawsuit on behalf of itself, or any other person or entity, at any time prior to and including the date of this Agreement.
12. In consideration hereof, Defendant/Counter plaintiff/Intervener and all their predecessors, successors, affiliates, assigns, agents, and attorneys hereby remise, release, and forever discharge Plaintiff, and all its predecessors successors, affiliates, and their assigns, agents, attorneys, directors, officers, and employees from and against all actions, causes of action, claims, suits, debts, damages, judgments, liabilities, demands, and controversies whatsoever, whether matured or unmatured, whether at law or in equity, whether before a local, state, or federal

court or state federal agency, commission or arbitration administrator, and whether now known or unknown, liquidated or unliquidated, that Plaintiff now has or may have had, or thereafter claims to have, regarding the issues arising out of or directly or indirectly related to the transactions, facts and claims that made the basis of the lawsuit on behalf of itself, or any other person or entity, at any time prior to and including the date of this Agreement.

Agreed

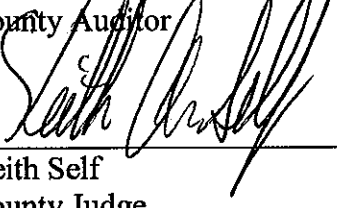


Don Cozad
County Auditor

4/28/09

Date

County Auditor



Keith Self
County Judge

4/28/09

Date

County Judge

Date Ordered Schedule and "to do" list:

1. Submission of the Auditor's attorney fee invoices and this MOU to Commissioners Court for review
2. Auditor's acceptance or continued negotiation of attorney's fees.
3. Commissioners Court review and approval of this MOU and the Auditor's attorney fees.
4. Signed or email acknowledgement of this MOU.
5. Auditor letter to AG requesting the withdrawal of April 3, 2008 AG Opinion Request.
6. Requisition entered by Commissioners Court and payment of Auditor's attorney fees to date by April 27, 2009.
7. Joint motion to Judge Calhoun requesting that his Final Judgment in case No. 219-01215-2008 be set aside. Drafted jointly by Commissioners' Court's attorney and the County Auditor's attorney.
8. Approval of motion by Judge Calhoun.
9. Requisition entered for ACL with Budget Department override approval. Budget adjustment submitted and approved on next Commissioners Court.
10. Notice to 5th District Court of Appeals that the appeal is withdrawn. Drafted jointly by Commissioners' Court's attorney and County Auditor's attorney.
11. Requisition entered by Commissioners' Court and payment of County Auditor's attorneys fees for services to finalize "Agreement".