

Bylaws of the Fort Bend Geographic Information Systems (GIS) Consortium

Proposed Changes to be voted on at Q4 meeting on 7NOV2024

ARTICLE I. Purpose

Cost Reductions

To reduce the overall costs of public data development and management, through shared use, purchase, and licensing agreements for the acquisition of software, hardware, data, and services and training.

Facilitation

To facilitate data sharing by providing a forum for solving data development and exchange problems among participating organizations. The Consortium shall provide guidance and oversight in the production and transfer of public geographic data resources. The Consortium shall cultivate and coordinate the development of standards that address local, state and federal requirements.

Data Sharing

To foster data exchange among Consortium members.

- No member shall be required to provide access to data that is not offered as part of the Fort Bend GIS Consortium data pool, where data pool refers to all data that Consortium members agree to share, under the terms of these bylaws. The data pool may exist:
 - By reference, in that physical files may remain with the originating agency, with metadata (data descriptions) cited in a Master Index File. The Master Index File shall be maintained at a site designated by the Fort Bend GIS Consortium.
 - As a physical, linked repository, accessible through a Wide Area Network, dial-up facilities, Internet access, or physical site visit.
- No member shall be required to bear an unreasonable burden of labor in making data available to other members.

Project Development

To facilitate regional/county-wide area development through cooperative participation in the design and implementation of data projects common to member agencies. Examples of such projects include, but are not limited to:

- Parcel level land base development;
- Maintenance of accurate roadway network maps, and address data;
- The purchase of satellite imagery, aerial imagery, or other remote sensing data; and
- Geolocation of data, such as employment, land use and physical facilities

ARTICLE II. Guidelines

Discounts

All public agency member organizations shall be entitled to discounts on products and services negotiated by the Consortium. Members will be entitled to all products and services discounts, subject to any exclusion that may be required under the terms and conditions of the contractor service/use licensed agreements.

Use of Data

Member organizations shall be eligible to distribute all public data. Exceptions would include instances where vendor contractual agreement may impose specific limitations. Members shall be entitled to recover costs associated with data development and distribution, as provided for by Texas laws governing public data. Members must comply with connotationally licensed agreements.

Obligations

Consortium membership shall be strictly voluntary.

No organization shall, by virtue of its membership on the Consortium, be obligated to:

- Participate in the purchase of products or services;
- Universally adopt specific data formats or standards; or
- Distribute data that is considered proprietary, or sensitive.

Membership does not oblige meeting attendance, but does require good faith participation, to the extent that bylaws and rules of order are observed. Members are further expected to utilize Consortium membership to work toward mutual regional goals.

Meeting Notification

All Consortium members shall receive 14-day advanced notification of meetings via email, or facsimile. U.S. mail will be used, when appropriate for forwarding of Consortium materials, or when email and facsimile services are unavailable.

ARTICLE III. Membership

Eligibility

Any municipality, county, appraisal district, school district, special district, public utility or other local, regional, state, or federal agencies, or consortium of public agencies, shall be eligible for individual representation as a voting Consortium member. Private sector membership is also available.

Member Fees

An elected Treasurer is a prerequisite to the establishment of any member fees.

Formatted: Font: Italic

The Consortium shall approve member fees at the first quarter meeting, annually. If fees are not set at the first quarter meeting, then member fees will be free for that calendar year. The fee, currently free of charge, sAny fees established shall be based on the administrative costs of an approved work program, as described in Article VI. Fees shall be allocated equally among members.

Members shall be invoiced annually, from the date of authorization ~~and subsequently, twelve months after the preceding invoice.~~

Initiation of Membership

Any eligible organization may initiate a request for membership by notifying the Consortium Chairman. The requestor will receive a Membership Authorization Form, which must be returned with the signature of an authorized representative of the applicant organization. Membership shall commence upon receipt of the authorization form. ~~Membership renewals shall be invoiced annually, on the anniversary of the prior year's invoice date.~~

Private Sector Members

Private Sector Member status shall be available to private sector entities wishing to participate in Consortium and project activities. Private sector members may be ineligible to participate in some Consortium procurement specifications, or contracts for proprietary, or copyrighted data, as specified by the owner, author, or source organization, or individual. Private sector members otherwise share the same privileges and obligations as voting members. Membership shall commence upon receipt of the authorization form.

Termination

Consortium membership shall be voluntary and may be self-terminated at any time, without cause and without formal notification, unless the member agency has obligated itself contractually to a project or purchase. In such an instance, withdrawal shall not relieve the member from any outstanding contractual obligations. Non-payment of dues shall be considered voluntary self-termination.

The consortium shall have the authority to remove, by three quarters majority vote, any member organization, public or private, that willfully violates the conditions and spirit of these bylaws.

ARTICLE IV. Consortium and Officers

Consortium

The Consortium shall be governed by its executive officers. The Consortium body shall consist of members representing vote-eligible, public organizations and private sector members. The Consortium Chairperson shall conduct the consortium meetings in a professional manner. The Consortium will have responsibility for identifying and resolving issues which require interagency procedural actions, including contract negotiations, contract approvals, or other actions.

A quorum shall consist of a present simple majority of the Consortium's membership. All action items requiring a Consortium vote shall require that a quorum be present, at the time of the vote. Bylaw revisions shall require a two-thirds majority vote of the Consortium membership, in order to carry.

Executive Officers

Executive officers shall include the Chairperson, Vice-Chair, and Secretary. All shall be elected from the Consortium's membership.

The term of service for each officer of the Executive Committee shall be one year, or until his or her elected successors take office.

In the event that the Chairperson is unable to complete his/her term, the Vice-Chair shall succeed him/her.

In the event of a vacancy among the Executive Consortium officers, other than the Chairperson, the Chairperson shall entertain nominations and conduct a vote from current membership, for a replacement to fill the unexpired term of office.

1. The responsibilities of the Chairperson shall be to plan, organize and carry out all actions necessary for the regularly scheduled meetings enlisting the support of any Executive Consortium officer necessary. The Chairperson shall chair all Fort Bend GIS Consortium meetings.
2. The responsibilities of the Vice-Chairperson shall be to assist the Chairperson and to assume the duties of the Chairperson if the Chairperson is unable to perform those duties. The responsibilities of the Vice-Chairperson shall also be to keep a roll of all members including contact information and meeting attendance, and to actively seek out new potential members and solicit membership.
3. The responsibilities of the Secretary shall be to keep a record of all meetings and bylaws. The Secretary shall submit the minutes of the previous meetings for approval at each regularly scheduled meeting. The responsibilities of the Secretary shall also be to prepare, organize, and disseminate official Fort Bend GIS Consortium communications, including meeting announcements, special programs, e-mail distributions, Internet and World Wide Web Communications.
4. Treasurer. ~~The Greater Fort Bend Economic Development Council (FBEDC) representative will be the Treasurer of the Fort Bend GIS Consortium.~~ The responsibilities of the Treasurer shall be to collect all moneys due to the Consortium and pay all consortium bills and fees. The Treasurer shall also be responsible for ~~keeping track of all any~~ bank accounts, accounts receivable, accounts payable and other accounting information. A formal report of this information shall be submitted for approval at each consortium meeting.

Industry Liaison

A single, non-public, consortium member may be elected as a representative of private industry for the purpose of relaying relevant information and providing specific insights into public-private relationships. The Industry Liaison will operate in good faith to serve the consortium and public-at-large when acting in said role.

Representation

Each member organization shall designate an individual to serve on the Consortium, plus one alternate, who may vote in the primary designee's absence. Only one individual may vote on behalf of a member organization, in Consortium sessions. Private sector members shall similarly designate a primary representative and, if desired, an alternate.

ARTICLE V. Cooperative Purchases, Projects and Products

Purchases

Participation in purchases of products and services shall be strictly voluntary.

The ~~Greater Fort Bend Economic Development Council~~ Treasurer, or an entity appointed by the Executive Officers, (potential electronic approval) shall make all Consortium voter approved purchases. ~~and~~ An appointed entity shall act as a trustee on behalf of the Consortium and its member organizations.

The proportionate cost to each agency participating in an acquisition shall be equal, unless an alternative use-based, cos-sharing formula, acceptable to all participants and approved by the Consortium, is derived.

Projects

Participation in all Consortium projects shall be strictly voluntary. Cooperative projects may be recommended by any member agency.

Consortium projects may be either one-time efforts, or multi-year, ongoing undertakings.

Commitments of staff, facilities and funds shall be project-specific and determined in a fashion acceptable to all participants and approved by the general Consortium membership.

Data products derived from cooperative projects shall be available to all Consortium members, unless explicitly excluded by licensing provisions, privacy laws, or other legally binding stipulations.

Projects that incur allocatable costs shall require a work program and project budget.

Work Programs and Budget

For each Consortium project the Consortium shall present all members with a work program that includes budgeted contractor services, products and any required administrative support.

For ongoing projects, the Consortium shall determine relevant annual service fees, if any, for participation. Fee bases, allocation procedures, amounts and billing periods shall be determined by unanimous vote of the Consortium's voting members. Fees will be invoiced in the amount, and at the intervals, specified by the voting members.

ARTICLE VI. Financial Management

Disposition of Funds

The ~~Greater Fort Bend Economic Development Council~~ Treasurer, or an entity appointed by the Executive Officers, shall serve as fiscal agent for the Consortium and shall manage all funds associated with project costs, fees, and disbursements. All revenues shall be held in a fund restricted to the purposes, projects and budget of the Consortium. The fiscal agent shall maintain all books and records, in accordance with generally accepted accounting practices. Such book and records shall be open to public inspection, during normal business hours. The fiscal agent may be called upon to provide the consortium with annual fiscal reports.

Any membership dues shall be used to defray the costs of administrative operations and to support both ongoing and future Consortium contracts and acquisitions. The use of Consortium funds for any other purposes shall be approved by a three-quarter-majority vote of the Consortium.

DRAFT