

Texas Conference of Urban Counties
TechShare Program
Indigent Defense Planning Project Addendum

1. Agreement Structure

- 1.1. This TechShare Indigent Defense Planning Project Addendum (hereinafter “this Addendum”) is an addendum to the Master Interlocal Agreement for Participation in the Texas Conference of Urban Counties TechShare Program.
- 1.2. This Addendum is entered into by and among the Texas Conference of Urban Counties (“Urban Counties”) and the Participants.
- 1.3. Each of the undersigned Participants is a signatory to the Master ILA.
- 1.4. To the extent that any provision of this Addendum conflicts with the terms and conditions of any provision of the Master ILA, then this Addendum governs.

2. Definitions

Capitalized terms used in this Addendum have the meanings as set forth in the Master ILA. The following capitalized terms, not otherwise fully defined within this Addendum, have the following meanings:

- 2.1. Fair Indigent Defense Online System (FIDO): The software system currently used in Bell County to manage attorney appointments for indigent criminal defendants.
- 2.2. Master ILA: The Master Interlocal Agreement For Participation In The Urban Counties TechShare Program, Version 2.1 20130128.
- 2.3. Oversight Board: Oversight Board means the TechShare Oversight Board.
- 2.4. Participants: Participants is defined as all Local Governments executing this Addendum.
- 2.5. Parties: Parties is defined as the Participants and Urban Counties.
- 2.6. Stakeholder Committee: Stakeholder Committee means the Stakeholder Committee for the Indigent Defense Planning Project, as provided for in the Master ILA.

3. Term of Addendum

- 3.1. This Addendum shall be effective from June 20, 2013 through the completion of the scope of work as set forth in Attachment A.

4. Purpose

- 4.1. The purpose of this Addendum is to determine the feasibility of offering the Fair Indigent Defense Online System used in Bell County as a common solution to help counties better monitor and meet the requirements of the Fair Defense Act.

5. Project Work Plan, Budget and Cost Allocation

- 5.1. The Project Work Plan, Budget, and Cost Allocation is attached as Attachment A.
- 5.2. As additional Participants execute this Addendum, or as desired changes to the budget or cost allocation are identified, the Board of Directors may approve changes to the budget or cost allocation contained Project Work Plan, Budget, and Cost Allocation. The Stakeholder Committee, with approval of the Oversight Board, may approve changes to the work plan that do not require changes to the budget or cost allocation, but subject at all time to compliance with terms of the Indigent Defense grant awarded to Tarrant County for this project. If approved as set forth herein, the revised version of the Project Work Plan, Budget, and Cost Allocation shall automatically be substituted for the prior version as Attachment A so long as no Participant's costs are in excess of the amount previously approved by the Participant's governing body.
- 5.3. In accordance with the Master ILA, a Participant will not be responsible for any costs in excess of those reflected in the Project Work Plan, Budget, and Cost Allocation unless those excess costs are approved by the Participant's governing body.
- 5.4. Payments for costs as set forth in the Project Work Plan, Budget, and Cost Allocation are due from each Participant no later than July 15, 2013.
 - 5.4.1. Costs as set forth in the Project Work Plan, Budget, and Cost Allocation for any Participant joining the Project during the term of this Addendum are due no later than 30 days after approval of this Addendum by the Participant.
 - 5.4.2. There is no pro-ration of costs for any Participant joining the Project during the term of this Addendum.

6. TechShare.Indigent.Defense Funding Formula

- 6.1. Funding for the Project will be provided by Tarrant County, as the recipient of grant funding from the Texas Indigent Defense Commission for the benefit of Bell, Brown, Collin, Tarrant, Uvalde, and Victoria Counties. Tarrant County's funding obligation is contingent upon receipt of such grant funding in an amount sufficient to cover the county's funding obligation as set forth in Attachment A.
- 6.2. Except as provided in 6.3., any county desiring to participate in the Project other than the counties named in 6.1 shall be responsible for increased costs of the Project related to their participation. An estimate of those costs will be prepared, and if the county executes this Addendum the costs will be included in a revised Project Work Plan, Budget, and Cost Allocation.
- 6.3. The Texas Indigent Defense Commission has authorized participation in project meetings by personnel from Medina, Mills and Real counties, as well as site visits to those counties if required. As a result, travel reimbursement for such persons, and contractor compensation for any such site visits, are permitted.

7. Compensation of Urban Counties

- 7.1. Urban Counties shall be compensated as set forth in Attachment A.

8. Participant Access to Information

- 8.1. Urban Counties shall make available to Participants the following information, which shall be posted in its then-current form to the TechShare website or other electronically accessible location:
 - 8.1.1. the Master ILA and this Addendum;

- 8.1.2. the workplan, budget, and cost allocation;
 - 8.1.3. list of Participants;
 - 8.1.4. status reports submitted by vendors; and
 - 8.1.5. documents presented at Stakeholder Committee meetings and Oversight Board meetings, and meeting minutes.
- 8.2. As information is replaced with more current versions, old information will be compiled in archive folders and will remain available to Participants.

9. Miscellaneous

- 9.1. This Addendum may not be amended except in a written instrument specifically referring to this Addendum and signed by the Parties hereto.
- 9.2. Each Party represents that it has, as of the date of the execution of this Addendum, obtained all requisite approvals and authority to enter into and perform its obligations under this Addendum, including the funds necessary to satisfy its obligations herein.
- 9.3. In the event any term or provision of this Addendum conflicts with any provision of law, or is declared to be invalid or illegal for any reason, this Addendum will remain in full force and effect and will be interpreted as though such invalid or illegal provision were not a part of this Addendum. The remaining provisions will be construed to preserve the intent and purpose of this Addendum and the parties will negotiate in good faith to modify any invalidated provisions to preserve each party's anticipated benefits.

10. Termination

- 10.1. A Participant may terminate its participation in this Addendum by providing written notice of termination to the Urban Counties at least thirty (30) days prior to termination.
- 10.2. A Participant that ceases participation in this Addendum will not receive a refund of amounts previously paid.
- 10.3. A Participant that ceases participation in this Addendum will be given a non-exclusive, perpetual license to use and manipulate for the Participant's sole use the Project work product as it exists on or about the date the Participant withdraws.

11. Attachments Incorporated

- 11.1. Attachment A: TechShare Indigent Defense Planning Project Work Plan, Budget and Cost Allocation, is incorporated in this Addendum as if fully set forth herein.

13. Approval Necessary for Addendum to be Effective

- 13.1. The Work Plan, Budget and Cost Allocation assumes initial approval of this Addendum by Collin and Tarrant counties.
- 13.2. This Addendum shall not be in effect as to any party until approved and funded by Tarrant County and approved by at least one additional Participant.

This Addendum may be executed in multiple counterparts each of which will be deemed an original, but all multiple counterparts together will constitute one and the same instrument.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

BELL COUNTY

By: _____

Title: _____

Date: _____

[Signature]
Bell County Judge
7/1/13

ATTEST:

By: _____

Title: _____

[Signature]
or Shelly Costin
Chief Deputy Clerk/Clerk of Court

Name and Address for Purposes of Notice:

Jon H. Burrows
PO Box 768
Bellton, TX 76513

BROWN COUNTY

By: E. Ray West

Title: County Judge

Date: _____

ATTEST:

By: J. Madson

Title: Court Administrator

Name and Address for Purposes of Notice:

JUDGE Stephen ELLIS

200 S. Broadway

Brownwood Tx 76801

COLLIN COUNTY

By: _____

Title: _____

Date: _____

[Handwritten Signature]

County Judge

7/26/13

ATTEST:

By: _____

Title: _____

Georgia Shepherd

Administrative Secretary

Name and Address for Purposes of Notice:

TARRANT COUNTY

By: B. Glen Whitley

Title: TARRANT County Judge

Date: 7-2-13

ATTEST:

By: Debbie Gordon, Deputy

Title: County Clerk Deputy

Name and Address for Purposes of Notice:

B. Glen Whitley, County Judge

100 E. Weatherford

Ft Worth Tx 76196

Certification of Funds Available
for the Amount of \$ 150,000

S. Renee Tidwell

S. RENEE TIDWELL, CPA
COUNTY AUDITOR

[PARTICIPANT]

By: William R. Mitchell

Title: William R. Mitchell
Uvalde County Judge

Date: 7-8-2013

ATTEST:

By: _____

Title: _____

Name and Address for Purposes of Notice:

William R. Mitchell
Uvalde County Judge
Courthouse #3
Uvalde, Tx 78801

Acknowledgement of [Participant's] Participation in TechShare:

TEXAS CONFERENCE OF URBAN COUNTIES, INC.

BY: _____

Title: Executive Director

Date: _____

Name and Address for Purposes of Notice:

Donald Lee
Executive Director
500 W. 13th Street
Austin, Texas 78701



[PARTICIPANT]

By: Donald M. Byrd

Title: County Judge

Date: 7/1/2013

ATTEST:

By: [Signature]

Title: County Clerk

Name and Address for Purposes of Notice:

Nora Kucera
Pre-Trial Services Coord.
115 N Bridge Suite 332
Victoria, Tx 77901
361-580-5746

Acknowledgement of [Participant's] Participation in TechShare:

TEXAS CONFERENCE OF URBAN COUNTIES, INC.

BY: _____

Title: Executive Director

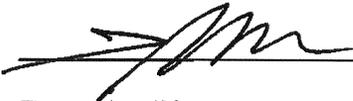
Date: _____

Name and Address for Purposes of Notice:

Donald Lee
Executive Director
500 W. 13th Street
Austin, Texas 78701



TEXAS CONFERENCE OF URBAN COUNTIES, INC.

BY: 

Title: Executive Director

Date: 7/23/13

Name and Address for Purposes of Notice:

Donald Lee

500 W. 13th Street

Austin, TX 78701

ATTACHMENT A
PROJECT WORK PLAN, BUDGET, AND COST ALLOCATION
TECHSHARE INDIGENT DEFENSE PLANNING PROJECT ADDENDUM

Project Approach

Determine the feasibility of offering the Fair Indigent Defense Online System (FIDO) used in Bell County through the CUC's TechShare program as a common solution to help counties better monitor and meet the requirements of the Fair Defense Act. The assessment will also answer the following:

- The level of management control needed to ensure successful implementation of a shared solution;
- A strategy to ensure that the investment TIDC has made into these technologies remains useful moving forward;
- Realistic cost projections for implementation, ongoing maintenance, support & operational costs. Cost projections will include supporting detail to demonstrate method of calculation.

The major issues that will be addressed by this project include:

- Definition of support requirements and responsibilities
- Management of core code and development activities
- Definition of cost
 - o Ongoing maintenance, support & operational costs
 - o Technical changes required to transfer software to TechShare program
 - o Implementation costs
 - o Assessment of fit/gap to County plan and processes
 - o Setup/configuration/calibration of System
 - o Integration to County specific items
 - o Implementation and process/organizational change activities
- How to coordinate requested changes and the multi-tenant solution.
- Address options for onsite or remote hosting of the system.

Tasks, Activities and Schedule

The indicative work plan is shown below. This plan will be adjusted based upon availability of County resources.

Week 1: Initiate collaboration with Participating Counties

- Demonstrate and discuss the Bell County System
- Discuss the underlying, embedded organizational processes of the Fair Defense Act that are supported by the software

Weeks 2 through 4: Host follow-up discussions and, when required, conduct onsite visits to each Participant to look closely at local systems to

- Understand processes
- Assess fit
- Identify implementation items
- Identify integration items
- Gather configuration items

Weeks 2 through 4: Perform technical review

- Review architecture
- Assess integration message standardization

Week 5: Develop itemized cost estimate for the following:

- Technical revamp of current Bell County product to make consistent with TechShare Standards
- Estimate effort to bring into NIEM integration points
- Hosting estimates
- Implementation estimate for each county
- Management of core code and development activities
- Ongoing maintenance, support & operation

Weeks 5 and 6: Prepare a report documenting the results of the project outlined above for consideration by the Indigent Defense Commission.

Urban Counties will perform or contract to have performed the various tasks set forth above. In addition, Urban Counties will provide administrative services necessary to accomplish the tasks, such as scheduling meetings of the Stakeholder Committee, keeping meeting minutes, etc.

Participants will grant reasonable access to their local facilities, IT systems, and personnel necessary for accomplishment of the tasks. Additionally, Participants will participate in meetings with Urban Counties, consultants, and other Stakeholders as are necessary for accomplishment of the tasks.

Deliverables

Final report with the following sections:

- Functional gaps of current Bell County System
- Points of integration and a cost estimate to bring in NIEM integration points
- Technical architectural review and estimation of technical revamp to make consistent with TechShare Standards
- Hosting cost estimates
- Implementation estimate for each county
- Costs for ongoing management of core code and collaborative development
- Costs for ongoing maintenance, support and operations
- A list of counties who are likely to move forward with a collaborative project to implement the recommendations from the Final Report

Project Budget

The project budget is based on the following estimates of staff hours for completing the project:

Role	Individual Assigned	Hours
Project Director	Mark Kenneth	30
Project Lead	Brad Sibley	320
Lead Business Analyst	Jennifer Willyard	320

Software Development Manager	James Hurley	60
Technical Lead	Tom Cooley	80
Systems Architect	Chris McCall	60
Developer	As required	40
Data/Integration Architect	Mahesh Adduri	40
Core Team Total		540

Project Budget Cost Categories	Budgeted Amount
Staffing Costs	\$120,000
Staff Travel (Urban Counties Staff only)	\$5,250
Administrative Costs	\$8,750
Participant Travel (County only)	\$16,000
Total Project Budget	\$150,000

Notes to the Budget:

Staffing costs estimated based on the budgeted hours and rates established for the positions indicated in the staffing plan.

Staff Travel for Urban Counties staff in estimated based of one two-day on-site visit to each participating county. Actual travel costs may vary based on number of participants.

Administrative costs include the Urban Counties costs for conference calls, meeting space, office supplies, printing, and telecommunications in support of the project.

Participant Travel is provided for officials and/or staff of the participating counties to travel to the TechShare Development Center for collaborative meetings. Travel requests with estimated expenses will be approved in advance by the Stakeholder Committee. Reimbursement will be in accordance with Urban Counties travel and expense reimbursement policies and procedures.

Travel expenses for Participants that exceed the total of \$16,000, and travel expenses that do not comply with Urban Counties' travel policies, will be the sole responsibility of the individual Participant(s) incurring the expense.

If the total project budget is funded by Tarrant County, then any unexpended funds at the conclusion of the project will be returned to Tarrant County. If other Participants provide funding for the project (see the Cost Allocation section, below), then any unexpended funds at the conclusion of the project will be returned to the funding counties in proportion to the cost allocation.

Cost Allocation

Tarrant County will provide \$150,000 to fund the project for Bell, Brown, Collin, Tarrant, Uvalde and Victoria Counties. The Indigent Defense Commission will provide a grant in the amount of \$150,000 to Tarrant County to provide the funding for the Participants named above.

The incremental cost for the addition of a county not named above will be \$25,000 per county, with funding to be provided by the additional participating county.