

Texas Conference of Urban Counties  
TechShare Program  
Indigent Defense 2015 Enhancement Project Addendum

**1. Agreement Structure**

- 1.1. This TechShare Indigent Defense Implementation and Development 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. Master ILA: The Master Interlocal Agreement For Participation In The Urban Counties TechShare Program, Version 2.1 20130128.
- 2.2. Oversight Committee: Oversight Committee means the TechShare Oversight Committee.
- 2.3. Participants: Participants is defined as all Local Governments executing this Addendum.
- 2.4. Parties: Parties is defined as the Participants and Urban Counties.
- 2.5. Stakeholder Committee: Stakeholder Committee means the Stakeholder Committee for the Indigent Defense Development Project, as provided for in the Master ILA.
- 2.6. TechShare.Indigent Defense: The software system developed through TechShare and used by Participants to manage attorney appointments for indigent criminal defendants and, as enhanced pursuant to this Addendum, juveniles referred to a juvenile court.

**3. Term of Addendum**

- 3.1. This Addendum shall be effective from \_\_\_\_\_ the date it is approved and executed by Bell County and at least one other of the counties listed in Section 6.1 and shall be in effect until completion of the scope of work set forth in Attachment A, as may be modified in accordance with the provisions of this Addendum and Attachment A through \_\_\_\_\_.

**4. Purpose**

The purpose of this Addendum is to research, define, design and build the functional enhancements set forth in Attachment B.

**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 Committee, may approve changes to the work plan that do not require changes to the budget or cost allocation, but subject at all times to compliance with terms of the grant awarded to Bell County for this project by the Texas Indigent Defense Commission. 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. The expected schedules of grant distributions and Bell County payments are set forth in Attachment A. Costs, if any, for any Participant joining this Project Addendum during the term of this Addendum are due no later than 30 days after approval of this Addendum by the Participant.

## 6. TechShare.Indigent Defense Enhancement Funding Formula

- 6.1. Funding for the Project will be provided by Bell County, as the recipient of grant funding from the Texas Indigent Defense Commission for the benefit of all counties participating in TechShare.Indigent Defense. For the purposes of this project the participating counties are defined as eligible to have staff participate in activities described in Attachment A are those currently operating the system at the time of preparation of this Addendum, without regard to whether such counties are signatories to this Addendum. Those counties include Bell, Brown, Coryell, Medina, Mills, Real, Tarrant, and Uvalde. Bell 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. 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.

## 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 prepared by Urban Counties; and
  - 8.1.5. documents presented at Stakeholder Committee meetings and Oversight Committee 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. This is not to be interpreted as a waiver of any Party's rights under law.
- 10.4. In the event Bell County fails to receive grant funding from the Texas Indigent Defense Commission as set forth in Attachment B, Bell County and/or Urban Counties may immediately terminate this Addendum. In that event, all work under the Addendum will cease. The parties will work cooperatively to identify other funding to continue the activities contemplated under this Addendum.

## 11. Attachments Incorporated

- 11.1. Attachment A: TechShare Indigent Defense 2015 Enhancement Project Work Plan, Budget and Cost Allocation, is incorporated in this Addendum as if fully set forth herein.
- 11.2. Attachment B: The grant award statement issued by the Texas Indigent Defense Commission pursuant to Bell County's FY2015 Discretionary Grant Application. Attachment B may be finalized after execution of this Addendum by Participants.

## 12. Approval Necessary for Addendum to be Effective

- 12.1. This Addendum shall not be in effect as to any party until approved and funded by ~~Tarrant-Bell~~ 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.

**BELL COUNTY**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**ATTEST:**

By: \_\_\_\_\_

Title: \_\_\_\_\_

**Name and Address for Purposes of Notice:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**BROWN COUNTY**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**ATTEST:**

By: \_\_\_\_\_

Title: \_\_\_\_\_

**Name and Address for Purposes of Notice:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**CORYELL COUNTY**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**ATTEST:**

By: \_\_\_\_\_

Title: \_\_\_\_\_

**Name and Address for Purposes of Notice:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**MEDINA COUNTY**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**ATTEST:**

By: \_\_\_\_\_

Title: \_\_\_\_\_

**Name and Address for Purposes of Notice:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**MILLS COUNTY**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**ATTEST:**

By: \_\_\_\_\_

Title: \_\_\_\_\_

**Name and Address for Purposes of Notice:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



**REAL COUNTY**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**ATTEST:**

By: \_\_\_\_\_

Title: \_\_\_\_\_

**Name and Address for Purposes of Notice:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**TARRANT COUNTY**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**ATTEST:**

By: \_\_\_\_\_

Title: \_\_\_\_\_

**Name and Address for Purposes of Notice:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**UVALDE COUNTY**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**ATTEST:**

By: \_\_\_\_\_

Title: \_\_\_\_\_

**Name and Address for Purposes of Notice:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**VICTORIA COUNTY**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**ATTEST:**

By: \_\_\_\_\_

Title: \_\_\_\_\_

**Name and Address for Purposes of Notice:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**TEXAS CONFERENCE OF URBAN COUNTIES, INC.**

BY: \_\_\_\_\_

Title: Executive Director

Date: \_\_\_\_\_

**Name and Address for Purposes of Notice:**

Donald Lee

500 W. 13<sup>th</sup> Street

Austin, TX 7870

