

Texas Conference of Urban Counties  
TechShare Program  
TechShare.Common Integrated Justice System  
FY2015 Resource Sharing Addendum

## 1. Purpose

- 1.1. This Resource Sharing Addendum for the TechShare.Common Integrated Justice System (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. CIJS Court Administration System: The software modules offered by Tyler to Participants under the Master Agreement.
- 2.2. Go Live: Go Live is defined as the event whereby a Participant makes a module of the CIJS Court Administration System fully active so that users can access it for its intended purposes.
- 2.3. Master ILA: The Master Interlocal Agreement for Participation in the Urban Counties TechShare Program, Version 2.1 20130128.
- 2.4. Master Agreement: The Master Agreement is the Amended and Superseded Master Agreement between Tyler Technologies, Inc., and Urban Counties effective October 1, 2014, including any amendments thereto, which sets forth the terms and conditions whereby Urban Counties offers licensing and support services for the CIJS Court Administration System.
- 2.5. Oversight Committee: Oversight Committee means the TechShare Oversight Committee.
- 2.6. Participants: Participants is defined as all local governments executing this Addendum.
- 2.7. Parties: Parties is defined as the Participants and Urban Counties.
- 2.8. Stakeholder Committee: Stakeholder Committee means the CIJS Stakeholder Committee as provided for in the Master ILA.
- 2.9. Tyler: Tyler means Tyler Technologies, Inc.

## 3. Term of Addendum

- 3.1. This 2015 Resource Sharing Addendum shall be effective from October 1, 2014 through and including December 31, 2015.

#### **4. 2014 Financial Plan**

- 4.1. The 2015 Financial Plan for each Participant is attached as Attachment A.
- 4.2. As additional Participants execute this Addendum, Participants may be eligible for reimbursement of portions of their Enterprise Modification Fees. Enterprise Modification Fees collected by additional Participants that exceed the Enterprise Modification Fees to be paid to Tyler shall be remitted to Participants as reimbursement. Reimbursement amounts shall be in proportion to each Participant's share of the total Enterprise Modification fees paid by all Participants by module.
- 4.3. In accordance with the Master ILA, a Participant will not be responsible for any costs in excess of those reflected in the 2015 Financial Plan unless those excess costs are approved by the Participant's governing body.
- 4.4. Costs as set forth in the 2015 Financial Plan are due from each Participant as specified therein. Urban Counties will send invoices to the Participant in accordance with the payment schedule set forth in the Financial Plan. The Participant shall pay no later than forty five (45) days after receipt of each invoice.
- 4.5. In accordance with section 4.2. of the Master ILA, a Participant eligible for membership in Urban Counties but not a member in good standing shall pay annually, as additional support costs, an amount that in total for all Resources equals the amount the Participant would pay in dues if it were a member of Urban Counties. Such additional amount, if applicable to any Participant, will be included in Attachment A.
- 4.6. The 2015 Financial Plan for each Participant includes an amount for shared assistance and learning opportunities. This fund will be administered by the Stakeholder Committee for the benefit of all Participants, and each Participant shall have an equal opportunity to avail itself of the shared assistance and learning opportunities.

#### **5. Participant Access to Information**

- 5.1. 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:
  - 5.1.1. the Master ILA and this Addendum, including Attachments B, C, and D;
  - 5.1.2. list of Participants;
  - 5.1.3. contracts with vendors providing goods or services directly for a Participant;
  - 5.1.4. records of expenditures; and
  - 5.1.5. documents presented at Stakeholder Committee meetings and Oversight Committee meetings which pertain to CIJS, and meeting minutes.
- 5.2. As information is replaced with more current versions, old information will be compiled in archive folders and will remain available to Participants.

#### **6. Miscellaneous**

- 6.1. This Addendum may not be amended except in a written instrument specifically referring to this Addendum and signed by the Parties hereto.
- 6.2. 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.
- 6.3. In the event any term or provision of this Implementation Agreement conflicts with any provision of law, or is declared to be invalid or illegal for any reason, this Implementation Agreement will remain in full force and effect and will be interpreted as though such invalid or illegal provision were not a

part of this Implementation Agreement. The remaining provisions will be construed to preserve the intent and purpose of this Implementation Agreement and the parties will negotiate in good faith to modify any invalidated provisions to preserve each party's anticipated benefits.

## **7. Termination**

- 7.1. A Participant may terminate its participation in this Addendum by providing written notice of termination to Urban Counties at least ninety (90) days prior to termination.
- 7.2. A Participant is not entitled to reimbursement of any license fees or enterprise modification fees previously paid by the Participant.
- 7.3. A Participant immediately loses the right to representation on the Stakeholder Committee upon notice of termination to Urban Counties.
- 7.4. A Participant loses the right to reimbursement of shared costs upon termination.
- 7.5. A Participant shall have the right to continue to use those modules for which the Participant has paid the applicable license fees in full prior to termination, but the Participant will not receive maintenance and support.

## **8. Attachments Incorporated**

- 8.1. The following attachments are incorporated in this Addendum as if fully set forth herein:
  - 8.1.1. Attachment A: 2015 Financial Plan
  - 8.1.2. Attachment B: Amended and Superseded CUC Master Agreement containing End User License and Professional Services Agreement and Software as a Service and Professional Services Agreement.

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]*

**COUNTY OF HIDALGO**

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:**

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

<b>Hidalgo County</b>		
<b>Project Payments through Urban Counties</b>		
<b>2015</b>		
	<b>Project Costs</b>	<b>FY 15</b>
<b>CIJS License Fees</b>		
Jail/LE		\$ 187,500
Check Manager		\$ 45,000
<b>CIJS Software Maintenance</b>		
First Case Type		\$ 150,491
Second Case Type		\$ 81,034
Public Access: Online Docs		\$ 3,528
Public Access: Agency Secure		\$ 1,544
Jail/LE		\$ 82,688
Check Manager		\$ 19,845
<b>Enterprise Modifications</b>		
Hidalgo County Mod Allocations		\$ 50,544
<b>Urban Counties Fee</b>		
Contract Administration		\$ 50,869
<b>Tyler Training Services</b>		
Hidalgo County Allocation		\$ 8,616
<b>Total Project Budget</b>		<b>\$ 681,658</b>