

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 Master Agreement: The Master Agreement is the Amended and Superseded Master Agreement between Tyler Technologies, Inc., and Urban Counties effective October 1, 2014, including any amendments thereto, which sets forth the terms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: Ramon Garcia

Title: County Judge

Date: 6/23/15

ATTEST:

By: Arturo Guajardo Jr.

Title: County Clerk

Name and Address for Purposes of Notice:

APPROVED BY
COMMISSIONERS' COURT
ON: 4/14/15

TEXAS CONFERENCE OF URBAN COUNTIES, INC.

BY: _____

Title: Executive Director

Date: _____

Name and Address for Purposes of Notice:

Hidalgo County		
Project Payments through Urban Counties		
2015		
Project Costs		FY 15
CIJS License Fees		
Jail/LE		\$ 187,500
Check Manager		\$ 45,000
CIJS Software Maintenance		
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
Enterprise Modifications		
Hidalgo County Mod Allocations		\$ 50,544
Urban Counties Fee		
Contract Administration		\$ 50,869
Tyler Training Services		
Hidalgo County Allocation		\$ 8,616
Total Project Budget		\$ 681,658

Rec'd



**AGENDA
CC REGULAR
HIDALGO COUNTY
COMMISSIONERS COURT MEETING
April 14, 2015
9:30 A.M.**

NOTICE is hereby given in accordance with Chapter 551, Texas Government Code, that a SPECIAL MEETING of the Commissioners' Court will be held at the Edinburg Council Chambers 415 W. University Drive, Edinburg, Hidalgo County, Texas. Discussion and possible action relating to the following business will be transacted:

1. Roll Call

All members of the Court were counted present.

2. Pledge of Allegiance

Judge Garcia led the Court and Audience in reciting the Pledge of Allegiance.

3. Prayer

Jaime Longoria led the Court and Audience in Prayer.

4. Approval of Consent Agenda

The Court moved to approve the Consent Agenda for the exception of Item 3.D to be pulled for discussion.

The Court proceeded to Item 9.E, 8.A, 9.A, and 11.A.

5. Open Forum

Ramiro Trevino addressed his concern to Precinct 2 Commissioner regarding street and road problems. He stated that the proposal presented regarding Souix and Eldora Roads is not a priority for the residents of San Juan and the residents do not understand it. He asked to table the proposal at the city meeting and propose better options.

Luis Pena commented that he has attempted to communicate with the Sheriff regarding the accident he spoke about at the last meeting, but has been unable to. He stated that he was appointed by the commission and feels his qualifications are limited.

Lupe Chavez expressed his concern over the need for emergency funding and emergency planning. He stated the children of Las Milpas are in danger due to the lack of safe ditches and crossings.

The Court proceeded to Item 9.E, 8.A, 9.A, and 11.A.

Fern McLaugherty expressed her concern over the lack of supervision of some department heads, the continued interest in the hospital district from the county, and a settlement amount of a county vehicle.

Marcela Alejandre was present to remind the Court of a meeting held in which a pilot program was introduced by the County to install public lighting in 8 colonias. She stated she is disappointed that they have yet to see results and would hope that the commissioners would go out to see the severity of their concern in the dark streets of the colonias.

April 14, 2015

1. **AI-49123** Constable Pct. #3:
Requesting authorization and approval to purchase **Two (2) New or Newer 2015 Ford PI Utility** vehicles through the County's membership/participation with Buyboard's awarded vendor, Silsbee Ford Inc. (Contract #430-13) in the amount of **\$52,887.40** which includes delivery and a one time Buyboard fee of \$400.00.

On motion by COMMISSIONER PCT. 4, JOSEPH PALACIOS, seconded by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., the Court made a UNANIMOUS vote of approval.

Vote: 3 - 0 - Unanimously

2. **AI-49221** Constable Pct. #1
Requesting authorization and approval to purchase One (1) New or Newer 2015 Chevrolet 1500 4x4 Crewcab's through the County's membership/participation with Buyboard's awarded vendor, Country Caldwell Chevrolet/Ford (Contract #430-13) in the amount of **\$29,430.00** which includes delivery and a one time Buyboard fee of \$400.00. (Project #2015-151-OGG)

On motion by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., seconded by COMMISSIONER PCT. 4, JOSEPH PALACIOS, the Court made a UNANIMOUS vote of approval.

Vote: 3 - 0 - Unanimously

G. IT Department:

1. **AI-49165** Requesting approval of amendment to sole source declaration with "PJ Technologies, Inc." previously approved on 11/13/2007-AI#6410 "to reflect name change by vendor to "Goverlan, Inc." for purchases of all future upgrades, software, maintenance-support, on-line legal research services and any other related services with said declaration to remain in effect unless revoked by HCCC.

On motion by COMMISSIONER PCT. 4, JOSEPH PALACIOS, seconded by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., the Court made a UNANIMOUS vote of approval.

Vote: 3 - 0 - Unanimously

2. **AI-49164** Discussion, consideration, and approval of Addendum No. 1 with Texas Conference of Urban Counties to extend term and revise anticipated payment schedule for Fiscal Year 2015 for the integration of the Justice System Court Administration System.

Mr. Eufrazio asked if there was sufficient funding and Mr. Ramirez explained that half the items are being paid through the tax notes and the maintenance comes from the general fund. They had sufficient funding, but had to use it to purchase equipment for the Old Administration Building. The Budget Department is assisting in recovering the funds via transfer.

On motion by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., seconded by COMMISSIONER PCT. 4, JOSEPH PALACIOS, the Court made a UNANIMOUS vote of approval subject to funding.

Vote: 3 - 0 - Unanimously

H. Health & Human Services Dept.

Zimbra

rocio.villarreal@co.hidalgo.tx.us

RE: Odyssey Maintenance Invoice 2015

From: Josephine L. Ramirez <josephine.ramirez@da.co.hidalgo.tx.us>

Wed, Apr 29, 2015 03:59 PM

Subject: RE: Odyssey Maintenance Invoice 2015

To: 'Rocio Villarreal' <rocio.villarreal@co.hidalgo.tx.us>

Cc: 'Victor Garza' <victor.garza@da.co.hidalgo.tx.us>, Isaac Sulemana <isaac.sulemana@da.co.hidalgo.tx.us>

Reply To: josephine.ramirez <josephine.ramirez@da.co.hidalgo.tx.us>

Rocio,

I previously reviewed and provided form approval on the Tech Share Program 2015 Resource Sharing Addendum. I am not sure what the issue is with Exhibit "B" referenced in the Addendum. It includes the Amended Master Agreement between Tyler and CUC which is available for reference. This amended agreement between Tyler and CUC contains attached price lists and form and user license agreements. Tyler is just putting us on notice of the new existing agreement. Thus, the only final needs to be addressed is the approval of the Addendum, and we now have all Exhibits referenced therein.

Please let me know if I can be of any further assistance.

Josephine Ramirez Sotis
Assistant Criminal District Attorney
 Chief - Civil Division
Office of Criminal District Attorney
 Hidalgo County, Texas
 100 N. Observer Rm 303
 Edinburg, TX 78539
 (956) 318-2313 ext. 3823
 (956) 318-2079 FAX
josephine.ramirez@da.co.hidalgo.tx.us

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From: Rocio Villarreal [mailto:rocio.villarreal@co.hidalgo.tx.us]

Sent: Tuesday, April 14, 2015 11:27 AM

To: josephine.ramirez

Subject: Fwd: Odyssey Maintenance Invoice 2015

Ms. Ramirez:

The Addendum was approve as to form a few weeks ago, the Auditor's Office brought to our attention, attachment B of the addendum was missing. For your review is Attachment B. Please review and approve as to form.

Thank you.

ROCIO VILLARREAL
 HIDALGO COUNTY PURCHASING DEPT.
 CONTRACTS MANAGER
 (956) 318-2626 Work
 (956) 252-7000 Ext. 4868 Work
rocio.villarreal@co.hidalgo.tx.us
 2817 S. Business Hwy 281
 Edinburg, Texas 78539

From: "Philip Vesie" <philip.vesie@co.hidalgo.tx.us>To: "Rocio Villarreal" <rocio.villarreal@co.hidalgo.tx.us>

Sent: Tuesday, April 14, 2015 5:17:00 AM

Subject: Fwd: Odyssey Maintenance Invoice 2015

Rocio,

Here is the amended superseded master agreement that you are referring to as attachment B.

Thanks,

Phil

From: "Philip Vesie" <philip.vesie@co.hidalgo.tx.us>To: "Rocio Villarreal" <rocio.villarreal@co.hidalgo.tx.us>

Sent: Monday, April 6, 2015 8:08:58 AM

Subject: Fwd: Odyssey Maintenance Invoice 2015

Rocio,

The response from the CUC regarding adding Amendment No. 6 is highlighted below. Let me know if you have any further questions.

Thanks,

Phil

From: "Kate Hooks" <kate.hooks@cuc.org>To: "Philip Vesie" <philip.vesie@co.hidalgo.tx.us>Cc: "Renan Ramirez" <renan.ramirez@co.hidalgo.tx.us>, "Edna Kirby" <edna.kirby@co.hidalgo.tx.us>

Sent: Thursday, April 2, 2015 8:49:43 PM

Subject: RE: Odyssey Maintenance Invoice 2015

Phil,

The Financial Plan is already included on the last page of the Addendum, and attached is the CUS Tyler agreement (Attachment B).

Unfortunately we cannot make any changes to the addendum language itself, as it has been executed by almost every county already. Additionally, this is not an amendment to a previous agreement. This is the very first addendum that ties to the new Tyler contract.

Let me know if you have any additional questions!

Katie Hooks | TechShare Program Operations Manager
Texas Conference of Urban Counties
3300 Duval Road #250 | Austin TX 78758
P: 512.833.1205 | C: 512.913.8806
E: katie.hooks@cuc.org | W: www.cuc.org

P Please consider the environment before printing this email.

-----Original Message-----

From: Philip Veale
Sent: Thursday, April 2, 2015 9:13 AM
To: Katie Hooks
Cc: Renan Ramirez; Edna Kirby
Subject: Re: Odyssey Maintenance Invoice 2015

Kate,

I forgot to ask you one more question. Can we add "AMENDMENT NO.6 ("Amendment 6") to the title of this Addendum?

Thanks,

Phil

----- Original Message -----

From: "Philip Veale" <philip.veale@co.hidalgo.tx.us>
To: "Katie Hooks" <katie.hooks@cuc.org>
Cc: "Renan Ramirez" <renan.ramirez@co.hidalgo.tx.us>, "Edna Kirby" <edna.kirby@co.hidalgo.tx.us>
Sent: Thursday, April 2, 2015 8:13:31 AM
Subject: Re: Odyssey Maintenance Invoice 2015

Good morning Katie,

is there a financial plan and license agreement that should be attached to the Resource Sharing Addendum?

Thanks,

Phil

----- Original Message -----

From: "Katie Hooks" <katie.hooks@cuc.org>
To: "Renan Ramirez" <renan.ramirez@co.hidalgo.tx.us>
Cc: "Edna Kirby" <edna.kirby@co.hidalgo.tx.us>, "Philip Veale" <philip.veale@co.hidalgo.tx.us>
Sent: Wednesday, March 18, 2015 11:24:34 AM
Subject: RE: Odyssey Maintenance Invoice 2015

Hi Renan!

I just wanted to check in with you on the status of your contract renewal. Please let me know if you have any questions or changes. Thanks!

Katie Hooks | TechShare Program Operations Manager Texas Conference of Urban Counties
3300 Duval Road #250 | Austin TX 78758
P: 512.833.1205 | C: 512.913.8806
E: katie.hooks@cuc.org | W: www.cuc.org | Url@BrokenError.aspx

P Please consider the environment before printing this email.

From: Katie Hooks
Sent: Monday, March 9, 2015 4:21 PM
To: Renan Ramirez
Cc: Edna Kirby; Philip Veale
Subject: RE: Odyssey Maintenance Invoice 2015

Renan,

We have not finalized your 2015 contract renewal yet, which includes your financial plan for billing purposes. The attached reflects full annual maintenance amounts, and you would only be invoiced for prorated as things go live.

Please let me know if the approved is attached and when we can move it through Commissioners Court. In the meantime, we can generate any invoices you request (Tyler has not billed us for Hidalgo at all yet), and can revise your invoice(s) to meet any of your needs.

Please let me know how you would like to move forward. Thanks!

Katie Hooks | TechShare Program Operations Manager Texas Conference of Urban Counties
3300 Duval Road #250 | Austin TX 78758
P: 512.833.1205 | C: 512.913.8806
E: katie.hooks@cuc.org | W: www.cuc.org | Url@BrokenError.aspx

P Please consider the environment before printing this email.

From: Renan Ramirez
Sent: Monday, March 9, 2015 1:47 PM
To: Katie Hooks
Cc: Edna Kirby; Philip Veale
Subject: Odyssey Maintenance Invoice 2015

Kate,

We need to allocate the funding for 2015 maintenance. We are currently in production on Civil and should go live on Criminal in August. How do we calculate this?

Can we get two separate invoices this year? I'd like to get Civil processed at once.

Thanks!

Renán Ramirez
Chief Information Officer
County of Hidalgo, Texas
956-268-7444

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