

**FIRST AMENDMENT TO
CONTRACT
FOR
INDIGENT DEFENSE
SERVICES SUPPORT
(RFP #1809-263)**

This First Amendment to Contract for Indigent Defense Services Support (RFP #1809-263), hereinafter “First Amendment”, is entered into effective as of the date of the last party’s execution hereof, between Williamson County, Texas, a body corporate and politic under the laws of the State of Texas, hereinafter “County”, and Lone Star Justice Alliance, Inc. (hereinafter “Program Manager”), 1411 West Avenue, Suite 200, Austin, TX 78701.

RECITALS

WHEREAS, County and Program Manager executed that certain contract entitled Contract for Indigent Defense Services Support (RFP #1809-263), hereinafter the “Contract”, which became effective as of January 30, 2019, wherein Program Manager agreed to manage a grant program related to indigent defense services support, being referred to in the Contract as the “Program,” on the terms and conditions set forth in the Contract;

WHEREAS, it has become necessary to amend the Contract to extend the term of the Contract, amend Section IV. – Consideration and Compensation and amend Section VII. - Disbursement of Funds; Reimbursement Requests;

NOW, THEREFORE, premises considered, County and Program Manager agree that the Contract is amended as follows:

AGREEMENTS

1. Section II. – Effective Date and Term of the Contract shall be amended as follows:

This Contract shall be in full force and effect when signed by all parties (“Effective Date”) and shall terminate on September 30, 2020, unless earlier terminated as provided for herein. The parties acknowledge that the term for the Contract may be extended as determined and agreed by County, Program Manager and TIDC in writing.

2. Section IV. - Consideration and Compensation of the Contract shall be amended as follows:

In addition to the public benefits obtained through this program, the following grant funding will be disbursed in accordance with the terms of this Contract, as amended:

- a. For Fiscal Year 2019, funding in the amount of \$385,910 will be disbursed funds to Program Manager, pursuant to which \$77,182 will be funded by the County and the remaining \$308,728 will be funded by TIDC; and
- b. For Fiscal Year 2020, funding in the amount of \$125,303 will be disbursed to Program Manager, pursuant to which \$50,121 will be funded by the County and the remaining

\$75,182 will be funded by TIDC.

Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date The County receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by The County in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of The County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

3. Section VII. - Disbursement of Funds; Reimbursement Requests of the Contract shall be amended as follows:

a. Initial Disbursement for Training and Program Director Costs. On the Effective Date of the Contract, County disbursed funds to Program Manager in the amount of \$26,000, representing payment for the Training and Program Director Costs.

b. Reimbursement Requests for Recurring Expenses. With respect to all expenses of Program Manager related to the Program and to this Contract that are Recurring Expenses (the "Recurring Expenses"), Program Manager shall provide County with an itemized and detailed written request for payment ("Reimbursement Request"), in accordance with Subsection (d.) of this Section, detailing the dollar amount requested for reimbursement, as well as the cumulative amount requested to date (inclusive of the current request).

c. Reimbursement Requests for Non-Recurring Expenses. With respect to all other expenses of Program Manager specifically related and necessary to the Program and to this Contract that are **not** Recurring Expense (the "Non-Recurring Expenses"), Program Manager shall provide County with a written Reimbursement Request, in accordance with Subsection (d.) of this Section, detailing the dollar amount requested for reimbursement, as well as the cumulative amount requested to date (inclusive of the current request).

d. All Reimbursement Requests submitted to County must, at a minimum, be accompanied by an original complete packet of supporting documentation as required by the Williamson County Auditor, which shall include, but not be limited to expense receipts and proof of Program Manager's payment of each expense. Additionally, each Reimbursement Request must be signed by Elizabeth A. Henneke, the authorized signatory for the Program Manager, and include a representation that all costs and expenses provided for in the Reimbursement Request are valid, eligible, and consistent with the terms and conditions of this Contract, and affirming the supporting documentation is true and correct in all material respects; and include a written report for each expense requested for reimbursement by the Program Manager explaining how each Reimbursement Requested expense pertains to the Program.

Payments shall be made by County based upon expenses actually incurred and paid by Program Manager. Upon timely receipt and approval of each statement, County shall make a good faith effort to pay the amount which is due and payable within thirty (30) calendar days of the County Auditor's receipt and approval. County reserves the right to withhold payment pending verifications relating to requested payments and expenses, as well as due to Program Manager's non-performance of the terms and conditions of this Contract.

e. Incomplete or Untimely Reimbursement Requests. If any submitted Reimbursement Request is incomplete or otherwise not in compliance with the terms of this Contract, County will promptly notify Program Manager in writing of such deficiency. If Program Manager fails to cure the deficiency and resubmit a complete Reimbursement Request within thirty (30) days following the termination or expiration of this Contract, Program Manager shall hold the funds until such time as Program Manager provides a complete Reimbursement Request, at which point funds shall be disbursed to Program Manager in accordance the terms hereunder. This provision shall survive the termination of this Contract.

4. Each party represents and warrants that it has due power and lawful authority to execute and deliver this First Amendment and to perform its obligations under the Contract; and, furthermore, the Contract and this First Amendment are the valid, binding and enforceable obligations of such party.
5. All other terms of the Contract and any prior amendments thereto which have not been specifically amended herein shall remain the same and shall continue in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to be signed by their duly authorized representatives on behalf of such party, to be effective as of the date of the last party's execution hereof.

COUNTY:

Williamson County, Texas:

By: Judge Bill Gravell Jr.
Signature

Judge Bill Gravell Jr.
Printed Name

County Judge
Title

Jun 9, 2020, 20____
Date

PROGRAM MANAGER:

Lone Star Justice Alliance, Inc.

By: [Signature]
Signature

Elizabeth Henneke
Printed Name

Executive Director
Title

6/3, 2020
Date









Agenda Item #4 6-9-2020 (First Amendment to Contract RFP 1809-263)

Final Audit Report

2020-06-09

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