

Texas Conference of Urban Counties
TechShare Program
FY 2017 Indigent Defense Resource Sharing Addendum

1. Agreement Structure

- 1.1. This TechShare Indigent Defense Resource Sharing 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. Bell County Indigent Defense System (BCS): The software system currently used in Bell County to manage attorney appointments for indigent criminal defendants. BCS is also known as Fair Indigent Defense Online (FIDO).
- 2.2. Master ILA: The Master Interlocal Agreement For Participation In The Urban Counties TechShare Program, Version 2.1 20130128.
- 2.3. Oversight Committee: Oversight Committee means the TechShare Oversight Committee.
- 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 Resource Sharing, as provided for in the Master ILA.
- 2.7. TechShare Indigent Defense (T.ID): The re-architected system based on BCS developed pursuant to the TechShare Indigent Defense Development Project, which was a separate but related endeavor involving the Participants to this Addendum.

3. Term of Addendum

- 3.1. This Addendum shall be effective from October 1, 2016 through September 30, 2017.

4. Purposes

- 4.1. The purposes of this Addendum are:
 - 4.1.1. Operation of BCS and TechShare Indigent Defense for the Participants, including backup and recovery capabilities;

4.1.2. Maintenance of BCS and TechShare.Indigent Defense to correct defects, including development of a Software Support Plan;

4.2. This Addendum does not include development or implementation of functional extensions of and TechShare.Indigent Defense, nor integration of and TechShare.Indigent Defense with other county systems (such as jail and court systems, financial systems, etc.).

5. Work Plan, Budget and Cost Allocation

5.1. The Fiscal Year 2017 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 in Attachment A. 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 Indigent Defense grant awarded to Tarrant County for costs set forth in the budget. If approved as set forth herein, the revised version of Attachment A shall automatically be substituted for the prior version of Attachment A without the necessity of approval by Participants that are not required to pay more.

5.3. In accordance with the Master ILA, a Participant will not be responsible for any costs in excess of those reflected in Attachment A unless those excess costs are approved by the Participant's governing body.

5.4. Payments for costs as set forth in Attachment A are due from Bell County no later than 15 days after receipt by Bell County of each quarterly advance payment of grant funds. The expected schedule of grant distributions and Bell County payments is set forth in Attachment A. Costs for any Participant joining this Resource Sharing Addendum during the term of this Addendum are due no later than 30 days after approval of this Addendum by the Participant.

6. Resource Sharing Funding Formula

6.1. Funding for all expenses contemplated by this Addendum will be provided by Bell County, as the recipient of grant funding from the Texas Indigent Defense Commission for the benefit of Anderson, Bell, Brown, Coryell, Medina, Montgomery, Mills, Real, Tarrant, Uvalde, and Victoria Counties. Bell County's funding obligation is contingent upon receipt of such grant funding in an amount sufficient to cover the amounts set forth in Attachment A.

6.2. Any county desiring to participate in this Addendum other than the counties named in 6.1 shall be responsible for increased costs 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 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 have the rights set forth in Section 16.4 of the Master ILA. 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 for operations and maintenance of the BCS and TechShare.Indigent Defense as anticipated herein and in Attachment A, Bell County 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: 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 Tarrant County's 2014 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 Bell County and approved by at least Tarrant County.

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.

ANDERSON COUNTY

By: _____

Title: _____

Date: _____

ATTEST:

By: _____

Title: _____

Name and Address for Purposes of Notice:

BELL COUNTY

By: _____

Title: _____

Date: _____

ATTEST:

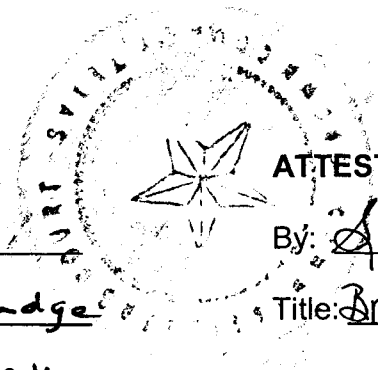
By: _____

Title: _____

Name and Address for Purposes of Notice:

BROWN COUNTY

By: E Ray West
Title: Brown County Judge
Date: September 12, 2016



ATTEST:
By: Sharon Ferguson
Title: Brown County Clerk

Name and Address for Purposes of Notice:

Judge Stephen Ellis
35th District Court - Brown County
800 S. Broadway Suite 212
Brownwood, TX 76801

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:

MONTGOMERY 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

ATTEST:

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Name and Address for Purposes of Notice:

*By law, the Criminal District Attorney's Office may only approve contracts for its clients. We reviewed this document as to form from our client's legal perspective. Other parties may not rely on this approval. Instead those parties should seek contract review from independent counsel.

CERTIFICATION OF FUNDS IN THE AMOUNT OF \$ _____

AUDITOR

DATE

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: 8/16/16

Name and Address for Purposes of Notice:

Donald Lee

500 W. 13th Street

Austin, TX 78701

FY 2017 WORK PLAN, BUDGET, AND COST ALLOCATION
TECHSHARE INDIGENT DEFENSE
RESOURCE SHARING ADDENDUM

Work Plan

Priorities

The tasks and activities to be completed under this agreement are prioritized as follows:

1. Operation – ensuring the continued availability and reliability of the Bell County System (“BCS”) and TechShare.Indigent Defense for the Participants based on the System Support Plan to be approved by the Stakeholder Committee related to environment evergreen, defect management and requests received for data within the system.
2. Maintenance – applying maintenance (break/fix) as required by to keep the system functioning and operational.

TechShare.Indigent Defense will be modified to incorporate legislatively mandated requirements that can be completed within the approved budget. Systems releases, versions or builds to provide for the application of legislatively mandated changes and prioritized feature enhancements to the operating environments for TechShare.Indigent Defense will be deployed and implemented.

Deliverables

1. Change Requests

Each Change Request will describe how the specific changes to the software are necessary to meet the operational requirements of the requesting entity. The Change Requests will be reviewed, approved, and prioritized by the Stakeholder Committee as they are scheduled for development.

2. Sprint Plans

For each development cycle (Sprint), a Sprint Plan will be documented to communicate which defect corrections and change orders are included in the development cycle.

3. Release Notes

For each deployment to production, Release Notes will be provided describing the changes to the software.

Schedule

- | | |
|--|-----------------------------|
| 1. Operation and Maintenance of BCS | Oct 1, 2016 – Dec 31, 2016 |
| 2. Operation and Maintenance of TechShare.Indigent Defense | Oct 1, 2016 – Sept 30, 2017 |

Operations and Maintenance Budget and Allocation

The Operations and Maintenance Budget for this Addendum is shown in the table below.

<u>TechShare</u>	<u>ID O&M</u> <u>FY17</u>
Income	
Bell County (TIDC Grant)	\$ 262,215
Total Income	\$ 262,215
Expense	
General Class	\$ 13,250
Program Expenses	
IT Systems	\$ 42,000
Meetings	\$ 2,400
Total Other Expenses	\$ 7,500
Total Staffing	\$ 196,850
Total Travel	
Total Program Expenses	\$ 248,750
TechShare Indirect	\$ -
Association Services Fees	\$ -
Total Expense	\$ 262,000
Net Reserve	\$ 215

Cost Allocation and Payment Plan:

The budget will be funded through a one payment from Bell County, based on the schedule shown below:

Stakeholder Payment Plan –Payments Due by October 30, 2016	
Stakeholder:	Allocation
Bell County	\$ 262,215
Total	\$262,215

With the participant payments totaling \$262,215, the overall budget will generate a net reserve of \$215.

Budget Analysis:

Participant	County Population (2010)	Original Budget Fiscal Year 2017		Revised Budget Fiscal Year 2017		Projected Budget Fiscal Year 2018	
		Percent Cost Share	Cost by Participant	Percent Cost Share	Cost by Participant	Percent Cost Share	Cost by Participant
TIDC		44.17%	\$ 254,000	56.53%	\$ 254,000	0.00%	\$ -
Anderson	58,458	1.12%	\$ 6,439	0.87%	\$ 3,918	2.01%	\$ 9,088
Bell	310,235	5.94%	\$ 34,170	4.63%	\$ 20,795	10.64%	\$ 48,229
Brown	38,106 ✓	0.73%	\$ 4,197 ✓	0.57%	\$ 2,554 ✓	1.31%	\$ 5,924 ✓
Coryell	75,388	1.44%	\$ 8,303	1.12%	\$ 5,053	2.59%	\$ 11,720
Medina	46,006	0.88%	\$ 5,067	0.69%	\$ 3,084	1.58%	\$ 7,152
Mills	4,936 ✓	0.09%	\$ 544 ✓	0.07%	\$ 331 ✓	0.17%	\$ 767 ✓
Montgomery	455,746	8.73%	\$ 50,197	6.80%	\$ 30,549	15.64%	\$ 70,850
Real	3,309	0.06%	\$ 364	0.05%	\$ 222	0.11%	\$ 514
Tarrant	1,809,034	34.65%	\$ 199,251	26.99%	\$ 121,261	62.07%	\$ 281,230
Uvalde	26,405	0.51%	\$ 2,908	0.39%	\$ 1,770	0.91%	\$ 4,105
Victoria	86,793	1.66%	\$ 9,560	1.29%	\$ 5,818	2.98%	\$ 13,493
	<u>2,914,416</u>	<u>100%</u>	<u>\$ 575,000</u>	<u>100%</u>	<u>\$ 449,355</u>	<u>100.00%</u>	<u>\$ 453,072</u>

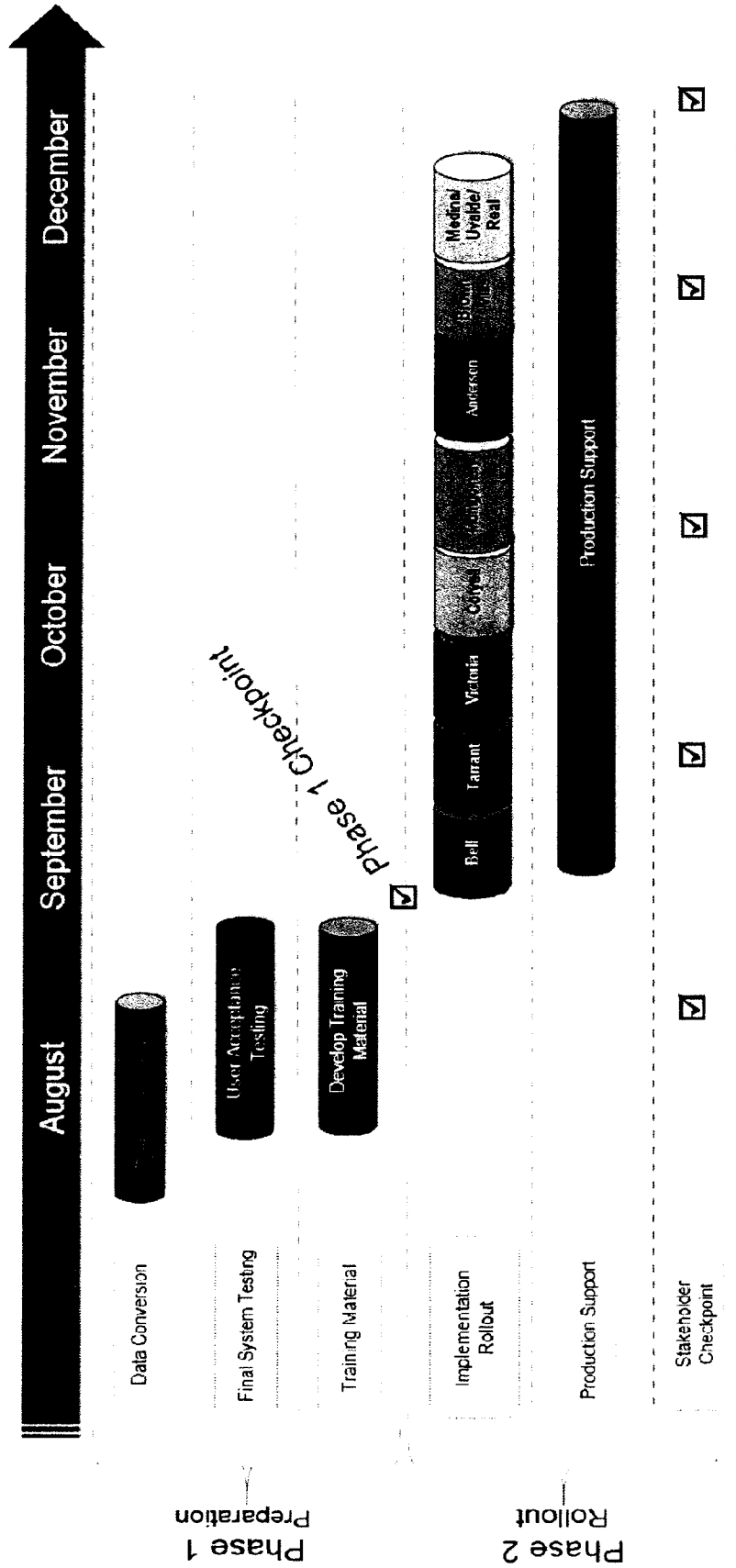
Revised Budget Fiscal Year 2017 based on the following actions:

1. **Modified General Association expenses allocation in proportion to total TechShare budget.**
 General Association allocation in revised budget is approximately 14.25% of total expenses.
2. **Modified TechShare Indirect expenses allocation based on focus of shared resources on bringing additional counties into the collaboration in FY 2017.**
 TechShare Indirect allocation in revised budget is approximately 19.21% of total expenses.

Schedule (2016)

- | | |
|---|----------------|
| 1. Conduct Final System Testing: | Months 1 and 2 |
| 2. Convert Data from FIDO to TechShare: | Months 1 and 2 |
| 3. Develop Training Materials: | Months 1 and 2 |
| 4. Implement TechShare.Indigent Defense | |
| a. Bell County | Month 2 |
| b. Tarrant County | Month 3 |
| c. Victoria County | Month 3 |
| d. Coryell County | Month 4 |
| e. Andersen County | Month 4 |
| f. Montgomery County | Month 4 |
| g. Brown/Mills Counties | Month 5 |
| h. Medina/Uvalde/Real Counties | Month 5 |

Phases (2016)



Payment Schedule:

Payment Amount	Description	Due Date
\$102,338	50% of the Implementation Costs	September 2016
\$102,337	50% of the Implementation Costs (contingent on receiving the notice to proceed after the Phase One Checkpoint)	November 2016
\$51,180	Contingency, upon authorization of TIDC	After approval of TIDC



June 29, 2016

CHAIR:
The Honorable Sharon Keller
Presiding Judge
Court of Criminal Appeals

VICE CHAIR:
The Honorable Olen Underwood

EX OFFICIO MEMBERS:
The Honorable Sharon Keller
The Honorable Nathan Hecht
The Honorable Sherry Radack
The Honorable Brandon Creighton
The Honorable John Whitmire
The Honorable Abel Herrero
The Honorable Andrew Murr

MEMBERS APPOINTED BY GOVERNOR:
The Honorable Olen Underwood
The Honorable Jon Burrows
The Honorable Linda Rodriguez
Mr. Anthony Odiome
Mr. Don Hase

EXECUTIVE DIRECTOR:
James D. Bethke

Honorable Jon Burrows
Bell County Judge
Via E-mail:

RE: FY2016 Statement of Grant Award – 212-16-D08

Dear Judge Burrows:

I am pleased to inform you that the Texas Indigent Defense Commission has awarded Bell County a **FY2016 Single Year Discretionary Grant** up to **\$255,900** in response to your revised request **Implementing TechShare Indigent Defense (.NET) with Enhancements**. Your Statement of Grant Award for fiscal year 2016 is attached. Please sign, scan, and return via e-mail the Statement of Grant Award to **Edwin Colfax** at ecolfax@tidc.texas.gov on or before **July 31, 2016**. You do not need to mail a copy.

If you have any questions or need clarification of the information contained in this letter or the attached Statement of Grant Award, please contact Edwin Colfax, the Commission Grants Administrator at (512) 463-2508.

Sincerely,

Sharon Keller
Chair, Texas Indigent Defense Commission
Presiding Judge, Court of Criminal Appeals

Copy:
The Honorable Fancy Jezek; Fancy.Jezek@co.bell.tx.us
Ms. Donna Eakin; donna.eakin@co.bell.tx.us
Charles Grey; cgray@cuc.org



**TEXAS INDIGENT DEFENSE COMMISSION
Statement of Grant Award
FY2016 Discretionary Grant**

Grant Number: 212-16-D08
Grantee Name: Bell County
Program Title: Implementing TechShare (.NET) with Enhancements
Grant Period: 07/1/2016-01/31/2017
Grant Award Amount: \$255,000

The Texas Indigent Defense Commission (herein, the Commission) has awarded the above-referenced grant to Bell County (herein, the County) for indigent defense services. The authorized official named on the grant application must sign this Statement of Grant Award and return it to the Commission by July 29, 2016. The grantee will not receive any grant funds until this notice is executed and returned to the Commission. Funding is provided as listed in the categories in the table below:

Direct Costs:	
1) Personnel (Total Number of FTEs:)	\$0
2) Fringe Benefits	\$0
3) Travel and Training	\$0
4) Equipment	\$0
5) Supplies	\$0
6) Contract Services	\$255,000
7) Indirect Costs	\$0
Total Proposed Costs	\$255,000
Less Cash from Other Sources- County Match	\$0
Total Amount Funded by Commission	\$255,000

Standard Grant Conditions:

- The authorized official for the grantee accepts the grant award.
- The authorized official, financial officer, and program director, referred to below as grant officials, must comply with the terms of the grant as written in the Request for Applications issued in January 2016, including the rules and documents adopted by reference in the Commission’s Grant Rules in Title 1, Part 8, Chapter 173, Texas Administrative Code.
- The grant officials understand that a violation of any term of the grant may result in the Commission placing a temporary hold on grant funds, permanently de-obligating all or part of the grant funds, requiring reimbursement for funds already spent, or barring the organization from receiving future grants.
- Disbursement of funds is always subject to the availability of funds.
- The grant officials agree to follow the grant terms contained in the “Terms and Conditions” contained in Attachment A which includes the final grant application.
- Any indigent defense plan documents submitted to the Commission must continue to meet all grant eligibility requirements.
- The judges hearing criminal and juvenile matters must amend the Indigent Defense Plan for their respective courts to include the program funded under this award and submit it to the Commission by November 1, 2015.

The authorized official for this grant program has read the preceding and indicates agreement by signing the Statement of Grant Award included below.

Signature of Authorized Official

Name & Title (must print or type)

Date

Attachment A

Terms and Conditions

- This grant is intended to allow Bell County to contract with the Conference of Urban Counties for the work detailed in the attached proposal and work plan. The attached proposal is a significant modification of Bell County's originally submitted FY2016 discretionary grant request for implementation of enhancements. Only the work detailed in the attached proposal and work plan is eligible for reimbursement under this grant.
- The approved project budget eligible for grant funding is **\$204,720**. The proposed budget includes a contingency budget of 25%. If unplanned circumstances arise that will not allow the proposed work to be completed within the approved project budget, the county may seek written approval of the Executive Director of the Commission to access additional funds up to a maximum of \$255,000. The County nor its contractors are authorized to proceed with work in excess of \$204,720 without written permission of the Executive Director. Requests to access the budget contingency must be made at the first indication that the project may not be completed within the approved grant budget and must include detailed time and expenditure records in the justification.
- The County must require in its contract with CUC that CUC provide detailed monthly activity and budget status reports to the County and TIDC.
- The County must require in its contract with CUC that the project be broken down into phases with clear deliverables, and that work may not commence on each phase without written authorization of TIDC following review of progress, budget status and deliverables.
- Grantees that use grant funds to contract for services must develop and include in the contract provisions to monitor each contract that is for more than \$10,000 per year. These provisions must include specific actions to be taken if the grantee discovers that the contractor's performance does not meet the operational or performance terms of the contract. In the case of contracts for public defender offices and managed assigned counsel programs, these provisions must include a review of utilization and activity, reporting of financial data to evaluate the contractor's performance within the budget required by statute for such programs.
- The County may contract services under this agreement only if the contract contains a provision that the grant terms and conditions, including positions and amounts, will be followed unless scope and budget adjustments are obtained from the Commission.
- This grant requires quarterly progress reports to provide information on the effectiveness of the program. The Commission grants administrator will construct an on-line progress report that best reflects the actual work performed in this program and is consistent with the FY16 application listed below as edited and agreed to. The County will be able to request modifications to the on-line report when the performance measures are determined to not accurately reflect the work performed. See the Timeline for Reporting and Fund Distribution at the end of this document for dates.
- The County will submit expenditure reports to obtain reimbursement of expended funds based on actual expenditures. The reimbursements will be proportional to the county's required match. See the Timeline for Reporting and Fund Distribution at the end of this document for dates.

Timeline for Reporting and Fund Distribution

Reports will be submitted on-line at tdc.tamu.edu.

Reporting Period	Report Due	Report Due Date	Fund Distribution Date
October 2016 through December 2016	Expenditure Report Progress Report	January 15, 2017	February 2017
January 2017 through March 2017	Expenditure Report Progress Report	April 15, 2017	May 2017
April 2017 through June 2017	Expenditure Report Progress Report	July 15, 2017	August 2017
July 2017 through September 2017	FINAL Expenditure Report Final Progress Report and Conclusion. Delivery of Final Product and Demonstration	November 15, 2017	December 2017