

Texas Conference of Urban Counties
TechShare Program
TechShare.Common Integrated Justice System
FY2014 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 CIJC 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 CUC Master Agreement between Tyler Technologies, Inc., and Urban Counties entered into on September 8, 2009, 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 Board: Oversight Board means the TechShare Justice Oversight Board.
- 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 2014 Resource Sharing Addendum shall be effective for the period specified in Attachment A – Financial Plan.

4. 2014 Financial Plan

- 4.1. The 2014 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 2014 Financial Plan unless those excess costs are approved by the Participant's governing body.
- 4.4. Costs as set forth in the 2014 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.

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: 2014 Financial Plan
- 8.1.2. Attachment B: End User License and Professional Services Agreement;
- 8.1.3. Attachment C: Software as a Service and Professional Services Agreement; and
- 8.1.4. Attachment D: Master 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.

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COUNTY OF FORT BEND

By: _____

Robert Hebert

Title: County Judge

Date: June 3, 2014

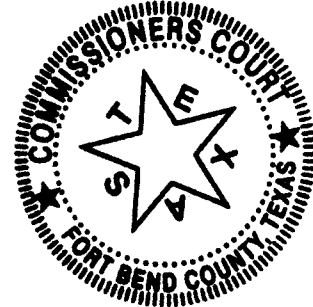
ATTEST:

By: _____

Dianne Wilson

Title: County Clerk

Name and Address for Purposes of Notice:



TEXAS CONFERENCE OF URBAN COUNTIES, INC.

BY: 

Title: Executive Director

Date: 5.29.14

Name and Address for Purposes of Notice:

Attachment A: Financial Plan

The following schedule shows the estimated dates for payments to the Texas Conference of Urban Counties for CIJS Software License and Maintenance, Enterprise Modifications and Contract Administration for Fiscal Year 2014. The schedules are updated at the beginning of each Fiscal Year and presented to the Commissioners Court for approval.

Payments to Tyler Technologies for Implementation Services will continue to be made directly to Tyler Technologies in accordance with the License Participation Agreement, the Implementation Budget (included with the License Participation Agreement), and the Implementation Plan.

The term of this agreement is from October 1, 2013 through September 30, 2014.

Fiscal Year 2014	Amount	Est Payment Date
Court Sytem Software		
License Fees		
Brazos Technology Ticket Writer	\$ 5,000	Dec-13
Annual Maintenance		
Court Administration	\$ 148,382	Dec-13
Hot Checks	\$ 9,539	Dec-13
aiRedact	\$ 22,079	Dec-13
Mentis	\$ 5,787	Dec-13
Brazos Technology Ticket Writer	\$ 1,050	Dec-13
CUC Oversight		
Contract Administration	\$ 28,026	Dec-13
Totals Fiscal Year 2014	\$ 219,863	

Attachment B: End User License and Professional Services Agreement

Attachment C: Software as a Service and Professional Services Agreement

Attachment D: Master Agreement