



Travis County Commissioners Court Agenda Request

Meeting Date: July 17, 2012

Prepared By/Phone Number:

Roger Jefferies, County Executive, JPS, (512) 854-4759

A handwritten signature in black ink, appearing to be "RJ", written over the phone number.

Elected/Appointed Official/Dept. Head: Roger Jefferies, County Executive, JPS, (512) 854-4759

Commissioners Court Sponsor: County Judge Samuel T. Biscoe

AGENDA LANGUAGE:

CONSIDER AND TAKE APPROPRIATE ACTION ON THE FOLLOWING:

- A. MASTER INTERLOCAL AGREEMENT FOR PARTICIPATION IN THE URBAN COUNTIES TECHSHARE PROGRAM; AND
- B. TECHSHARE PROSECUTOR DEVELOPMENT PROJECT ADDENDUM TO THE MASTER INTERLOCAL AGREEMENT.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

Please see attached memo and attachments.

STAFF RECOMMENDATIONS:

Staff recommends approval of addendum. Please see attached memo.

ISSUES AND OPPORTUNITIES:

Please see attached memo.

FISCAL IMPACT AND SOURCE OF FUNDING:

Funding is being requested from IJS reserve for FY 2012 and from the proposed IJS reserve for FY 2013.

REQUIRED AUTHORIZATIONS:

County Attorney's Office
County Purchasing Office

AGENDA REQUEST DEADLINE: All agenda requests and supporting materials must be submitted as a pdf to Cheryl Aker in the County Judge's office, Cheryl.Aker@co.travis.tx.us by Tuesdays at 5:00 p.m. for the next week's meeting.

IJS Steering Committee
ITS

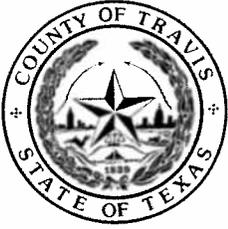
ATTACHEMENTS:

Memo to the Commissioners Court

Project Addendum for Prosecutor Development Project (to be considered for approval by Commissioners Court)

Master Interlocal Agreement with CUC TechShare Project (approved by Commissioners Court in July 2011)

AGENDA REQUEST DEADLINE: All agenda requests and supporting materials must be submitted as a pdf to Cheryl Aker in the County Judge's office, Cheryl.Aker@co.travis.tx.us **by Tuesdays at 5:00 p.m.** for the next week's meeting.



MEMORANDUM

Date: July 10, 2012

To: Sam Biscoe, County Judge
Ron Davis, Commissioner, Precinct 1
Sarah Eckhardt, Commissioner, Precinct 2
Karen Huber, Commissioner, Precinct 3
Margaret Gomez, Commissioner, Precinct 4

From: Roger Jefferies, County Executive, Justice and Public Safety
Joe Harlow, County Executive, ITS
Vicki Skinner, Chair, Integrated Justice System Steering Committee

Re: **Travis County Participation in the CUC TechShare Prosecutor Development Project**

Background of Issue

Travis County currently participates in the Texas Conference of Urban Counties' (CUC) TechShare program. TechShare allows member counties to collaborate on information technology projects and leverage resources to realize economies of scale and cost savings. In 2011, Travis County entered into an Interlocal Agreement to participate in a planning project to explore development of a prosecutor module under TechShare. Dallas, Tarrant, Travis, Cameron, and Midland counties have joined in this planning project.

The purpose of the planning project was to define the detailed scope for the prosecutor project, prioritize development, and define the budget and schedule for actual software development. While the project was led by CUC, there has been significant involvement by Travis County staff from the District Attorney's Office, County Attorney's Office, District Clerk's Office, County Clerk's Office, ITS, Sheriff's Office, and the Purchasing Office. Attached is the formal proposal from CUC for the TechShare Prosecutor Development Project. The purpose of this briefing is to request Commissioners Court approval of the project, allocate the necessary funding, and authorize the execution of related documents.

Operational Impact

Prosecutor Development Project Overview

Currently, Travis County utilizes the Prosecutors Information Management System (PIMS). As we reported last fall, Tiburon, vendor of Travis County's PIMS announced that this product (along with FACTS) was at end-of-life and will receive no further updates. PIMS has been in operation in Travis County since 2000.

The proposed TechShare Prosecutor Development Project is based upon CUC contracting with Xpedient Technologies, the incumbent vendor for Tarrant County's prosecutor software. Software development will take place at CUC's TechShare Development Center in Austin, Texas. The development will include CUC, contractor and participating County resources. Project details and timelines are in the attached CUC project proposal. The project is expected to take 17 months of development with the following deliverables. The first five iterations must be completed in order.

- Iteration 1 – Implementation in the participating counties of the initial version of software covering functionality from intake to indictment
- Iteration 2 – updated software to enable use of electronic discovery by the defense bar and a web client to perform critical functions from a browser environment
- Iteration 3 – updated software to electronically offer and negotiate plea arrangements and allow for prosecutors to manage their cases and system administration features
- Iteration 4 – updated software to report required information to the State Department of Public Safety
- Iteration 5 – updated software to enhance the workflow in each county based on individual counties' business process and requirements.
- Enhancements – software enhancements to allow for integration to Livescan for electronic filing and expanded incident and person management
- Enhancements – software enhancements to provide for local reporting capabilities and integration to other county software systems

Travis County staff resources for software development

Travis County will need to provide appropriate staff resources during the software development. Subject matter experts from each stakeholder's office will be needed, with the actual staff resource changing depending on the specific module in development. There will be a need to provide some level of "backfilling" resources to ensure that ongoing operations continue during the development period. It will be proposed that six county staff be added in the 2013 preliminary budget for multiple IJS projects, including the TechShare Prosecutor Project. These include:

- DA- Business Analyst III
- District Clerk – Business Analyst III
- County Clerk- Business Analyst II
- Criminal Courts- Business Analyst III
- ITS- Business Analyst II and Project Manager I

Implementation of the TechShare Prosecutor system

The current proposal from CUC only provides for the development of the TechShare Prosecutor software. There will be additional effort and costs required to implement the software in each county. CUC is currently finalizing a separate implementation project proposal designed to leverage participating counties' resources for a more cost-effective implementation. All participating counties are currently working on detailed estimates of implementation costs. Key implementation issues under review include:

- Data conversion – CUC is developing a plan to leverage participating county resources to reduce costs of data conversion
- Hardware needed – the CUC plan will include options for installing the software locally at each county and for a full solution hosted and operated by CUC
- Digital Media Evidence (DME) – the CUC implementation plan will include options for managing DME submitted by law enforcement agencies as part of case filing
- County staff resources – the CUC implementation plan will identify the specific staff resources required by each participating county during implementation

Benefits to Travis County

Developing a software program for prosecution through CUC offers the following benefits to Travis County:

- Saves approximately \$20.8 million collectively compared to four counties developing software independently
- Provides a mechanism to support electronic case filing by law enforcement agencies, resulting in shorter processing times and labor savings
- Increases the accuracy and timeliness of information provided to prosecutors by law enforcement agencies
- Integrates with Livescan to provide prosecutors with improved access to criminal history information
- Provides prosecutors with tools to comply with statutory filing timelines and facilitate faster and more informed prosecutor decisions, thus improving the ability to manage the jail population
- Increases the overall efficiency of the discovery and plea negotiation processes for both prosecutors and defense attorneys, resulting in reduced lengths of stay in jail
- Provides the capability for electronic exchange of information from prosecutors and the grand jury to the County and District Clerk
- Results in a county-owned and operated prosecutor module that can be implemented in any Texas county and that can be shared with other counties to reduce overall costs of operation and maintenance

Coordination with ACMS Project

The TechShare Prosecutor Development Project will be coordinated with the adult case management system project (ACMS). A similar model of multiple county participation will be followed for ACMS. CUC is currently in final contract negotiations with the top two vendors who submitted proposals in response to an RFP. Once the contract is finalized, CUC will submit a project proposal for the ACMS project.

The TechShare Prosecutor Development Project advances a key strategy endorsed by the CUC of local ownership and control of justice information systems to contain both initial development and ongoing maintenance costs.

Fiscal Impact

The proposed budget for the TechShare Prosecutor Development Project is \$5,647,467 for the development of the software. This does not include implementation and maintenance costs. At this time, it is expected that five counties will participate: Dallas, Tarrant, Travis, Cameron, and Midland. Cost allocation among participating counties is based upon population.

Cost Allocation – Five Counties Participation

Participant Contributions	FY 2012	FY 2013	FY 2014	Total	Percentage
Calculated Total	332,203.94	3,986,447.29	1,328,815.76	5,647,467.00	
Cameron	23,491.54	281,898.49	93,966.16	399,356.20	7.07%
Dallas	136,948.54	1,643,382.43	547,794.14	2,328,125.11	41.22%
Midland	7,915.25	94,983.04	31,661.01	134,559.31	2.38%
Tarrant	104,615.72	1,255,388.59	418,462.86	1,778,467.17	31.49%
Travis	59,232.90	710,794.74	236,931.58	1,006,959.22	17.83%
FY Total	332,203.94	3,986,447.29	1,328,815.76	5,647,467.00	100.00%

Travis County's cost to participate in the development project will not exceed \$1,006,959.22. Travis County's FY 2012 allocation would be due by August 1, 2012 (subject to change based on date of contract execution). FY 2013 and FY 2014 payments would be due by October 31 of each year. Funding can be made available through approval by the Commissioners Court to draw down funds from the existing IJS reserve in FY 2012 and from a proposed FY 2013 IJS reserve for this and other projects.

Recommendation

The Integrated Justice System Steering Committee is recommending that the Travis County Commissioners Court approve participation in the Texas Conference of Urban Counties' TechShare Prosecutor Development Project and authorize the Travis County Judge to execute the addendum and related documents on behalf of Travis County. It is also recommended that Commissioners Court approve the allocation of funds for this project at a total amount not to exceed \$1,006,959.22 and authorize disbursement of Travis County's FY 2012 portion of the cost, not to exceed \$59,232.90.

Texas Conference of Urban Counties
TechShare Program
TechShare.Prosecutor Development Project Addendum

1. Agreement Structure

- 1.1. This TechShare.Prosecutor Development Project 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. Master ILA: The Master Interlocal Agreement For Participation In The Urban Counties TechShare Program, Version 2.0 20120411, which was adopted by the Urban Counties Board of Directors on April 11, 2012.
- 2.2. Oversight Board: Oversight Board means the TechShare Justice Oversight Board.
- 2.3. Participants: Participants is defined as all Local Governments executing this Addendum.
- 2.4. Parties: Parties is defined as the Participants and Urban Counties.
- 2.5. Production Environment: Production Environment is defined as the local computer domain (hardware and software) in each county designed to operate TechShare.Prosecutor for the Participants.
- 2.6. Production Version: Production Version is defined as that version of TechShare.Prosecutor that is made available for use by Participants in their separate and independent Production Environments to conduct the day-to-day business of the local county prosecutor office(s).
- 2.7. Stakeholder Committee: Stakeholder Committee means the Stakeholder Committee for the TechShare.Prosecutor Development Project, as provided for in the Master ILA.
- 2.8. TechShare.Prosecutor: TechShare.Prosecutor is defined as the full-featured software system, including all versions, to be utilized by the Participants to support criminal case initiation and management by district and county attorneys.

3. Term of Addendum

- 3.1. This Addendum shall be effective from July 15, 2012 through the completion of the scope of work as set forth in Attachment A.

4. Purpose

- 4.1. The purpose of this Addendum is to complete the development of TechShare.Prosecutor, a software system to be used by county and district attorneys in receiving, managing, and filing criminal cases.

5. Project Work Plan, Budget and Cost Allocation

- 5.1. The Project 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 Project Work Plan, Budget, and Cost Allocation. The Stakeholder Committee, with approval of the Oversight Board, may approve changes to the work plan that do not require changes to the budget or cost allocation. If approved as set forth herein, the revised version of the Project Work Plan, Budget, and Cost Allocation shall automatically be substituted for the prior version as Attachment A so long as no Participant's costs are in excess of the amount previously approved by the Participant's governing body.
- 5.3. In accordance with the Master ILA, a Participant will not be responsible for any costs in excess of those reflected in the Project Work Plan, Budget, and Cost Allocation unless those excess costs are approved by the Participant's governing body.
- 5.4. Payments for FY2012 costs as set forth in the Project Work Plan, Budget, and Cost Allocation are due from each Participant no later than September 1, 2012. Payments for FY2013 and FY 2014 are due no later than October 31, 2012 and October 31, 2013, respectively.
 - 5.4.1. Costs as set forth in the Project Work Plan, Budget, and Cost Allocation for any Participant joining the TechShare.Prosecutor Development Project during the term of this Addendum are due no later than 30 days after approval of this Addendum by the Participant.
 - 5.4.2. There is no pro-ratio of costs for any Participant joining the TechShare.Prosecutor Development Project during the term of this Addendum.

6. TechShare.Prosecutor Funding Formula

- 6.1. The funding formula for TechShare.Prosecutor shall be based on population.
- 6.2. Each Participant's percentage of the costs of the TechShare.Prosecutor Development Project shall be equal to the percentage that the Participant's population represents of the total population of all Participants. For this calculation of Capital Costs, population figures from the 2010 decennial census will be used.

7. Compensation of Urban Counties

- 7.1. Urban Counties shall be compensated as set forth in Attachment A.

8. Escrow

- 8.1. Urban Counties shall place a copy of the then-current source code for each Production Version of TechShare.Prosecutor in escrow with a third-party escrow service provider, and the Participants shall be beneficiaries of the escrow agreement.
- 8.2. The source code for each Production Version of TechShare.Prosecutor shall be placed in escrow within 30 days of acceptance by the Oversight Board of each Production Version.
- 8.3. Conditions of release of the source code from escrow to Participants will include (i) the filing of a petition for voluntary or involuntary bankruptcy of Urban Counties, which filing is not dismissed

within 10 business days; (ii) the failure of Urban Counties to function as a going concern or operate business in the ordinary course, with or without a bankruptcy petition; and (iii) a breach by Urban Counties of an obligation found in Section 16 of the Master ILA to provide the source code to a Participant.

9. Participant Access to Information

- 9.1. 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:
 - 9.1.1. the Master ILA and this Addendum;
 - 9.1.2. the workplan, budget, and cost allocation;
 - 9.1.3. list of Participants;
 - 9.1.4. contracts with vendors providing goods or services directly for a Participant;
 - 9.1.5. feature definitions, design documents and other technical plans proposed for consideration;
 - 9.1.6. training manuals and other training material; and
 - 9.1.7. documents presented at Stakeholder Committee meetings and Oversight Board meetings, and meeting minutes.
- 9.2. As information is replaced with more current versions, old information will be compiled in archive folders and will remain available to Participants.

10. Miscellaneous

- 10.1. This Addendum may not be amended except in a written instrument specifically referring to this Addendum and signed by the Parties hereto.
- 10.2. 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.
- 10.3. 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.

11. Termination

- 11.1. A Participant may terminate its participation in this Addendum by providing written notice of termination to the Urban Counties at least ninety (90) days prior to termination.
- 11.2. A Participant that ceases participation in this Addendum will not receive a refund of amounts previously paid.
- 11.3. A Participant that ceases participation in this Addendum will be given a non-exclusive, perpetual license to use and manipulate for the Participant's sole use the Project work product as it exists on or about the date the Participant withdraws.

12. Attachments Incorporated

- 12.1. The following attachments are incorporated in this Addendum as if fully set forth herein:
 - 12.1.1. Attachment A: TechShare.Prosecutor Project Work Plan, Budget and Cost Allocation;

13. Approval Necessary for Addendum to be Effective

- 13.1. The Work Plan, Budget and Cost Allocation assumes initial approval of this Addendum by Dallas and Tarrant counties.
- 13.2. This Addendum shall not be in effect as to any party until approved and funded by Dallas and Tarrant counties.

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 CAMERON

By: _____

Title: _____

Date: _____

ATTEST:

By: _____

Title: _____

Name and Address for Purposes of Notice:

COUNTY OF DALLAS

By: _____

Title: _____

Date: _____

ATTEST:

By: _____

Title: _____

Name and Address for Purposes of Notice:

COUNTY OF TARRANT

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:

ATTACHMENT A
PROJECT WORK PLAN, BUDGET, AND COST ALLOCATION
TECHSHARE.PROSECUTOR PROJECT ADDENDUM

Project Approach

Collaborative software development will take place at the Urban Counties TechShare Development Center in Austin, Texas. Software development will be completed through a collaborative effort involving Urban Counties, contractor and County resources. Xpedient Technologies will continue under contract with the Urban Counties to provide continuity in the development of the TechShare.Prosecutor module based on earlier work completed by the vendor for Tarrant County and the Urban Counties. Managing to Excellence Corporation will also provide resources for directing the project, providing continuity from the earlier CIJS and ACMS planning projects.

The software will be developed in an iterative process patterned after the Agile development methodology that has been successfully used by the Urban Counties and Xpedient Technologies on other projects. The software will be developed in distinct releases that can be implemented in participating counties early in the project to provide early benefits from the use of the new module. Separate resource sharing and project proposals will be necessary to support implementation, maintenance and operations of the TechShare.Prosecutor module.

County resources will work collaboratively with the software development team with travel required at targeted, planned points in the project schedule to make efficient use of scarce, valuable county staff and personnel.

The software development process will use an advanced test-driven development approach that will result in fewer defects and problems with the completed software components. County staff will be involved in testing and accepting developed software, working remotely from their local offices through a hosted software development environment.

The software will be designed in such a way that it can be installed and operated locally in a county's information technology domain or hosted centrally and integrated to local county systems through advanced, asynchronous messaging technologies.

Software Releases, Versions or Iterations

The TechShare Justice: Prosecutor module will be built upon the CCCMS software already developed by Tarrant County and transferred to the Urban Counties for this purpose. The development plan will involve the following software versions, releases or iterations, each of which can be deployed and implemented for use in a participating county:

The first five iterations would need to be implemented in order. These will be as follows:

- ◆ First Iteration – starting from the current version of the CCCMS software built for Tarrant County, enable use of Digital Multimedia Evidence (DME) Viewer, expand Intake Functionality, build basic Grand Jury and Indictment Functionality all with as little integration as and system administration as possible (3-4 months)
- ◆ Second Iteration - enable use of defense online and extend discovery functionality to the defense. (2-3 months)
- ◆ Third Iteration – Plea Agreement, Case Management, and Administration Enhancements (4 months)
- ◆ Fourth Iteration - DPS Reporting (1 month)
- ◆ Fifth Iteration: Workflow and Prosecutor Feature Enhancement Iteration (3-4 months)

These following iterations could then be completed in any order, as they are largely independent of one another. It is planned that these iterations could be completed concurrently with the versions listed above once the First Iteration is complete.

- ◆ Livescan and Incident Enhancement Iteration (2 months)
- ◆ Extend LEA thin client (1 month)
- ◆ Person Enhancement Iteration (2 months)
- ◆ Magistration Enhancement Iteration – Tarrant only (0 months if not doing integration)

Finally, the reporting and integration enhancements will be developed and implemented last.

- ◆ Business View for Reporting (1 month)
- ◆ Integration development (3-4 months)

Tasks, Activities and Schedule

Each iteration of software development will have its own detailed project work plan and schedule, with resource assignments for Urban Counties, contractor and County resources. The detailed project work plans will be developed and maintained through a collaborative, web-based project management system so that all stakeholders can track the progress of the project from week to week.

County assignments that are required to be completed at the Development Center will be scheduled a minimum of three-weeks in advance to allow time for obtaining approval for travel.

The project schedule is attached as Exhibit 2. This schedule assumes four participating counties will be able to make all required project decisions within the timelines identified in the project work plans.

Deliverables

The deliverables of the TechShare.Prosecutor Development Project are as follows:

1. **Prosecutor Module Iteration 1: Intake to Indictment** - Four (4) months after project start the first version of the TechShare.Prosecutor module will be available for final acceptance and implementation. Separate project proposals and budgets will be required for implementation activities. A TechShare Resource Sharing Addendum will also be required to begin using the software in production operation.
2. **Prosecutor Module Iteration 2: Discovery Portal and Web Client** – Six (6) months after project start an update to the module will be provided to enable the use of electronic discovery by the defense bar and a web client to perform critical functions from a browser environment.
3. **Prosecutor Module Iteration 3: Pleas, Case Management and Administration** – Eleven (11) months after project start a new version of the module will be available that will include the ability to electronically offer and negotiate plea arrangements as well as manage cases in the prosecutors work environment and independently manage the system itself.
4. **Prosecutor Module Iteration 4: DPS Reporting** – Twelve (12) months after project start functions will be included in the software to report dispositions and other critical information to the State Department of Public Safety (DPS).

5. **Prosecutor Module Iteration 5: Workflow and Technical Enhancement** – Fourteen (14) months after project start a new version of the software will be available that includes configurable workflow so that different offices can configure their individual business processes and requirements.
6. **Prosecutor Module: Livescan, Incident and Person Enhancements** – Seventeen (17) months after project start enhancements will be available to include integration to Livescan for electronic case filing as well as expanded incident and person management features.
7. **Prosecutor Module: Reporting and Integration Enhancements** – Seventeen (17) months after project independent reporting capabilities for local county reports will be provided as well as standard modules for connecting with and sharing data among local county systems.

Project Budget

The project budget is \$5,647,467.00. This budget assumes four (4) counties will participate in the project. Table 1, below, shows the sum mary level breakdown of the project budget.

In addition to financial contributions to the project, counties will be expected to provide personnel resources to work with the Urban Counties and the other participants to complete the project deliverables. Exhibit 3 shows the staffing roles for the Urban Counties and each participating county.

Table 1: Project Budget

Expense	FY 2012	FY 2013	FY 2014	Total
Accounting Fees	4,000.00	12,000.00	1,000.00	17,000.00
Legal Fees	16,000.00	48,000.00	4,000.00	68,000.00
Meetings	3,000.00	9,000.00	750.00	12,750.00
Occupancy				
Rent	50,000.00	156,000.00	13,500.00	219,500.00
Other Expenses				
Consulting	664,910.00	1,459,825.00	105,100.00	2,229,835.00
Insurance	400.00	1,200.00	100.00	1,700.00
Internet Services	3,200.00	9,600.00	800.00	13,600.00
Mgt. Services	495,710.00	1,725,765.00	136,760.00	2,358,235.00
Misc.	0.00	0.00	0.00	0.00
Software Licensing Fee	0.00	0.00	0.00	0.00
Software Maintenance	0.00	0.00	0.00	0.00
Systems Operations Fee	45,000.00	126,000.00	10,500.00	181,500.00
Total Other Expenses	1,209,220.00	3,322,390.00	253,260.00	4,784,870.00
Postage & Shipping	800.00	2,400.00	200.00	3,400.00
Printing & Publications	400.00	1,200.00	100.00	1,700.00
Travel				
Staff	63,840.00	191,520.00	15,960.00	271,320.00
Total Expense	1,347,260.00	3,742,510.00	288,770.00	5,378,540.00
Contingency (5%)	67,363.00	187,125.50	14,438.50	268,927.00
Total Budget	1,414,623.00	3,929,635.50	303,208.50	5,647,467.00

Cost Allocation – Minimum Required County Participation*

Participant Contributions	FY 2012	FY 2013	FY 2014	Total
Dallas County	801,983.52	2,227,804.09	171,896.13	3,201,683.74
Tarrant County	612,639.48	1,701,831.41	131,312.37	2,445,783.26
	1,414,623.00	3,929,635.50	303,208.50	5,647,467.00

* These numbers reflect the maximum amount that Dallas and Tarrant counties would pay, and assume that no additional counties join the project. That scenario is not expected and, therefore, these amounts are not anticipated to be due. That is true because (1) other counties have expressed an interest in participating in the project, and (2) if only Dallas and Tarrant counties participate, costs of the project are expected to decline. However, because no county is committed to the project until the Project Addendum is approved by its commissioners court, and because a minimum participation of Dallas and Tarrant counties has been set in order for the Addendum to be effective, it is necessary to show these potential maximum budget numbers should only Dallas and Tarrant counties approve the Addendum.

In order to permit counties to plan appropriately, costs corresponding to four participating counties – the expected level of participation at the time this Project Work Plan, Budget and Cost Allocation was drafted - have been used in the Project Budget reflected in Table 1 on the preceding page.

Exhibit 1: Scope

Functional Scope

- ◆ First Iteration - enable use of DME Viewer, Intake Functionality, simple Grand Jury Docket and Charging Paperwork with as little integration as and administration as possible (3 months)
 - Person / Participant
 - Person import and criminal history would be needed
 - No enhancements to person module required for initial go-live
 - Incident
 - Create Incident Screen
 - Handle filing at large
 - Intake
 - All enhancements
 - Conversion of prose templates (this can be handled as part of the County by County implementation planning)
- ◆ Second Iteration - bring defense online and extend discovery functionality to the defense (2.5 months)
 - All of DME Management
 - All of Discovery
 - All of Defense Portal
 - Architecture Enhancements
 - Upgrade platform to support web
- ◆ Third Iteration – Plea, Case Management, and Administration Enhancements
 - Plea
 - All enhancements
 - Case Management
 - Case Search
 - Refile
 - Case Flags
 - New case statuses for diversion and deferred prosecution cases
 - Handle case security model for “locking down” a case (sub rosa)
 - Disposition
 - If not currently integrated electronically, record disposition at least enough to get the case out of “active queues”

- If currently integrated electronically, prosecutor needs to receive a message
 - Publish case to court system is needed if they are not entering the cases manually into the mainframe today
 - Administration
 - All features
 - Expungement
 - All features
 - Architecture Enhancements
 - Notification Management
- ◆ Fourth Iteration - DPS Reporting
 - DPS Reporting
 - All features
- ◆ Fifth Iteration: Workflow and Prosecutor Feature Enhancement Iteration
 - Case Management
 - Remaining Functionality
 - Docketing
 - All Features
 - Grand Jury
 - All Features
 - Architecture Enhancements
 - Integration with configurable rules engine
 - All variations of automated assignment to be implemented by each county via rules engine
- ◆ Livescan and Incident Enhancement Iteration
 - Livescan
 - Remaining functionality
 - Incident
 - Remaining Functionality
- ◆ Person Enhancement Iteration
 - Person Participant
- ◆ Remaining Functionality
- ◆ Magistration Enhancement Iteration (to replace ECFS only)
 - Magistration
 - All Features

- ◆ Business View for Reporting
- ◆ Architecture Enhancements
- ◆ Integration
 - Integration to retire ECFS
 - Copy Mugshots from SO
 - Copy files
 - Run database insert to record mugshots
 - “Tee up case” with mainframe
 - File Case
 - Get Cause Number
 - Get Court
 - Publish felony settings to mainframe
 - Get misdemeanor settings from the mainframe
 - Get Scanned Attachments in Batch Mode from Scanning Stations
 - Publish Custody Status messages
 - Receive Custody Status messages
 - External System Users
 - Fax interface
 - All common ACMS prosecutor integration points

Functionality Identified As Out of Scope for the Initial Version of the Prosecutor Module

Function Identified As Out of Scope	Proposed Plan for Providing Functionality
Hot checks	Shown as future requirement in the integrated justice strategic plan.
Victim services	Shown as future requirement in the integrated justice strategic plan.
Victim notification including VINES reporting	Shown as future requirement in the integrated justice strategic plan.
External reporting requirements for the prosecutor’s office	Shown as future requirement in the integrated justice strategic plan.

Exhibit 2: Project Schedule

ID	Task Name	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
1	Planning and kick off	█															
2	Establish development, testing and training teams	█	█														
3	Initial release fit/gap and process confirmation		█	█													
4	Iteration 1 Build (Intake to indictment)	█	█	█	█												
5	Platform update - web client		█	█	█												
6	Iteration 2 Build (Discovery Portal and Web Client)			█	█	█	█										
7	Iteration 3 Build (Pleas, Case Mgmt and Admin)							█	█	█	█						
8	Iteration 4 Build (DPS Reporting)												█	█			
9	Iteration 5 Build (Workflow and Architecture Enhancement)										█	█	█	█	█		
10	Livescan, Incident, Person enhancements															█	█
11	Integration and Reporting		█	█	█	█	█	█	█	█	█	█	█	█	█	█	█

Exhibit 3: Estimated Staffing Resources for Participants in the TechShare.Prosecutor Development Project

Urban Counties

Team	Responsibilities
Management Team	Overall responsibility for the programs, staffing, budget management and compliance with the overall governance structure. This team reports to the Urban Counties TechShare Program Manager.
Solution Teams	This team has overall responsibility for the design, development, testing and support of the solutions built as part of this project. The integration of resource ownership, design, test and support ensures a consistency in knowledge and approach.
Implementation Teams	This team's sole goal is the effective planning and implementation of the solutions into participating counties. The team's role is to be completely conversant and joined at the hip with each participating county to ensure that the solution can be effectively introduced into the organization and that data is accurately converted, any process or organization changes have been considered, and the county is ready to adopt the new solution with the required levels of training.
Infrastructure Team	This team has responsibility for managing the code, servers and the best practices approach to taking the developed updates and releases, bringing into the code base and promoting that tested code through the various environments to production. The responsibility for management of internal test, development and other environments is also housed within this team.
Integration Teams	This team has the responsibility to build out the platform into an architecture that will support counties integration efforts in a repeatable, consistent way. They will also be responsible for the definition and integration of the NIEM standards within the product extensions. They act as the subject matter experts supporting the implementation and county teams in the development and architecture of the county specific integration approach.

County

Project Manager	Shared between Prosecutor, Courts and ongoing County business
Lead Business Analyst	Part of the core team developing Use Cases, testing, analyzing and planning County specific conversion and interface requirements, learning configuration and implementation considerations. Significant commitment to the team throughout the process
Infrastructure	Heavy utilization during initial stages of project to establish sizing; architect hardware; procure required hardware and then support the implementation of the hardware in the County environment.

Conversion and Integration Specialist(s)	Heavy involvement in analyzing data quality; field mapping and transformation; County side interface and integration considerations.
Reporting Specialist	Planning and testing the adhoc and internal reporting requirements of the Prosecutor System in any County Specific Enterprise Reporting solution
Training Specialist	Update the training materials for county specific processes or policies and aid the completion of the training.

**Exhibit 4: Estimated Costs for Additional Counties
Joining Dallas and Tarrant Counties**

County	2010 Population	Participants' Cost Share	If 1 Additional County Joins Dallas and Tarrant
Bell	310,235		\$ 390,435.17
Bexar	1,714,773		\$ 1,643,620.62
Brazoria	313,166		\$ 393,866.62
Brazos	194,851		\$ 251,694.55
Cameron	406,220		\$ 500,527.46
Chambers	35,096		\$ 47,053.86
Collin	782,341		\$ 890,862.49
Comal	108,472		\$ 142,940.45
Dallas	2,368,139	\$ 3,201,683.74	
Denton	662,614		\$ 773,193.26
Ector	137,130		\$ 179,504.58
El Paso	800,647		\$ 908,354.96
Fort Bend	585,375		\$ 694,142.29
Galveston	291,309		\$ 368,169.32
Grayson	120,877		\$ 158,827.58
Gregg	121,730		\$ 159,916.65
Guadalupe	131,533		\$ 172,401.71
Harris	4,092,459		\$ 2,794,807.21
Hays	157,107		\$ 204,706.80
Hidalgo	774,769		\$ 883,589.18
Hunt	86,129		\$ 114,092.48
Jefferson	252,273		\$ 321,643.71
Johnson	150,934		\$ 196,944.02
Kaufman	103,350		\$ 136,353.83
Lubbock	278,831		\$ 353,385.87
Mclennan	234,906		\$ 300,679.99
Midland	136,872		\$ 179,177.57
Nueces	340,223		\$ 425,333.13
Randall	120,725		\$ 158,633.47
Rockwall	78,337		\$ 103,960.66
San Patricio	64,804		\$ 86,275.44
Smith	209,714		\$ 269,975.70
Tarrant	1,809,034	\$ 2,445,783.26	
Travis	1,024,266		\$ 1,112,097.72
Webb	250,304		\$ 319,275.19
Williamson	422,679		\$ 518,944.02
Wise	59,127		\$ 78,822.98
	19,731,351	\$ 5,647,467.00	

**2012 MASTER INTERLOCAL AGREEMENT
FOR PARTICIPATION IN THE URBAN COUNTIES TECHSHARE PROGRAM**

1. Purpose

- 1.1. Pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code and for the purpose of participation in the Urban Counties' TechShare Program, the undersigned Local Governments and agencies of the State of Texas, enter into this Interlocal Agreement (hereinafter, "Agreement") with the Texas Conference of Urban Counties, Inc. (hereinafter, "Urban Counties"), a nonprofit corporation created to provide governmental functions and services on behalf of its members.
- 1.2. The undersigned Texas Local Governments and state agencies and any and all other Local Governments and agencies of the State of Texas adopting this Agreement may be referred to in this Agreement individually as "Participant" and collectively as "Participants." The Participants and Urban Counties may be referred to in this Agreement individually as "Party" or collectively as "Parties."

2. Recitals

- 2.1. Texas Local Governments and agencies of the State of Texas have the ability to realize substantial savings by jointly planning, developing, procuring, operating or maintaining information technology projects and resources necessary to conduct business for their citizenry;
- 2.2. Texas Local Governments and agencies of the State of Texas approving this Agreement by formal action of their respective governing bodies desire to jointly plan, develop, procure, operate or maintain one or more information technology projects or resources;
- 2.3. The Participants designate the Urban Counties to supervise the performance of this Agreement and to provide contract supervision and administration services and such other services necessary to accomplish the purpose of this Agreement as authorized by Tex. Gov't Code § 791.013;
- 2.4. The Urban Counties has created TechShare, a program whereby Texas Local Governments may realize economies of scale by jointly developing, procuring, operating, maintaining, and enhancing information technology projects and resources;
- 2.5. The Participants and the Urban Counties desire to enter into this Agreement for the Participants' participation in TechShare;
- 2.6. This Agreement, including all addenda, exhibits and attachments hereto, set forth the rights and responsibilities of the Participants in their joint endeavor(s) and the role of the Urban Counties as contract supervisor and administrator;

- 2.7. Each of the Participants finds that its payments for services performed pursuant to this Agreement may be made from current revenues that are readily available only for payments that are due in the then-current fiscal year;
- 2.8. The Participants and the Urban Counties each find that the amount paid for the services performed under this Agreement fairly compensates the performing party;
- 2.9. The Participants, acting by and through their respective governing bodies, individually and collectively, do hereby adopt and find the foregoing premises as findings of said governing bodies; and
- 2.10. In consideration of the promises, inducements, covenants, agreements, conditions and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Participants and the Urban Counties agree as follows:

3. Definitions

- 3.1. For purposes of this Agreement and all other agreements, contracts and documents executed, adopted, or approved pursuant to this Agreement, which shall include any exhibit, attachment, or addendum, the following terms shall have the meaning prescribed to them within this Section III (Definitions), unless the context of their use dictates otherwise. Other terms used in this Agreement that are not defined herein, but defined in any of the other agreements, contracts and documents executed, adopted, or approved pursuant to this Agreement, which shall include any exhibit, attachment, addendum or associated document, shall have the same meaning herein as in such other documents
- 3.2. "Board of Directors" means the Board of Directors of Urban Counties.
- 3.3. "Capital Costs" means the costs of acquiring, developing, or otherwise establishing a Resource so that it can be shared by Participants, including any costs of financing, such as interest and risk premiums.
- 3.4. "Executive Director" means the Executive Director of Urban Counties.
- 3.5. "Funding Entity" means a Participant that contributes Pre-Paid Costs for the initial development or acquisition of a Resource or for the enhancement of a Resource.
- 3.6. "Implementation Costs" means costs unique to each Participant for the installation and/or implementation of a Resource in or for a Participant's information technology environment.
- 3.7. "Intellectual Property" means documented or undocumented knowledge, creative ideas, or expressions of human mind that have commercial (monetary) value and are protectable under copyright, patent, service mark, trademark, or trade secret laws from imitation, infringement, and dilution.
- 3.8. "Local Government" has that meaning assigned to it by Texas Government Code § 791.003(2).

- 3.9. "Operation and Maintenance (O&M) Costs" means the costs of operating and maintaining the functionality of a Resource, including modifications necessary to address changes in applicable laws, rules or regulations.
- 3.10. "Pre-Paid Costs" means amounts contributed by one or more Funding Entities pursuant to a Project Addendum for the initial development or acquisition of a Resource or for the enhancement of a Resource, plus applicable interest and risk premiums.
- 3.11. "Prime Rate of Interest" means the U.S. prime rate of interest published in the Wall Street Journal on December 31, or if not printed on December 31, then the nearest date preceding December 31 on which the prime rate of interest is published. The Prime Rate of Interest will be used as required herein for the preceding January 1 - December 31.
- 3.12. "Project" means a collaborative effort through TechShare by which Participants seek to achieve a common goal related to their information technology needs, and may include the acquisition, creation, or enhancement of a Resource.
- 3.13. "Project Addendum" means an addendum to this Agreement entered into by one or more Participants and the Urban Counties to conduct a Project.
- 3.14. "Resource" means Intellectual Property, personal property, service or knowledge acquired or developed by, or made available to, Participants through TechShare.
- 3.15. "Resource Sharing Addendum" means an addendum to this Agreement entered into by one or more Participants and the Urban Counties for the use of a Resource.
- 3.16. "Urban Counties" shall mean the Texas Conference of Urban Counties.

4. Participation in TechShare

- 4.1. Participation in TechShare is open to all Texas Local Governments and to Texas state agencies.
- 4.2. A county eligible for membership in the Urban Counties must be a member in good standing of the Urban Counties to become and to remain a Participant in a Project.
- 4.3. A Participant eligible for membership in Urban Counties but not a member in good standing that is sharing one or more Resources shall pay annually, as additional O&M 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 shall be accounted for in the same manner as dues revenue to Urban Counties.
- 4.4. Each Participant must approve, by its usual approval process for contracts, this TechShare Master Interlocal Agreement and, for each Project and Resource, the applicable Project Addendum or Resource Sharing Addendum to this TechShare Master Interlocal Agreement.

- 4.5. Project Addenda and Resource Sharing Addenda shall not be binding upon a Participant unless approved by formal action of the governing body of the Participant.

5. Contract Supervision and Administration

- 5.1. As authorized by Tex. Gov't Code § 791.013(a)(3), Participants designate Urban Counties to supervise the performance of this Agreement.
- 5.2. The role of Urban Counties is to supervise, administer, and carry out the purposes of this Agreement.
 - 5.2.1. Urban Counties shall have any and all powers necessary to carry out the purposes of this Agreement, which shall include any and all acts necessary and proper for the operation and management of this Agreement.
 - 5.2.2. Services to be provided by Urban Counties for each Project and Resource may include, but not necessarily be limited to:
 - 5.2.2.1. serving as an ex-officio, non-voting member of each Oversight Board;
 - 5.2.2.2. procuring or providing necessary services and supplies as contemplated by a Project Addendum or Resource Sharing Addendum and the applicable budget;
 - 5.2.2.3. administering all contracts, procedural documents, manuals, and other guidelines pertaining to the management of each Project and Resource under the guidance of the Board of Directors;
 - 5.2.2.4. providing information to Participants and potential participants to increase awareness of TechShare and the opportunities for sharing and collaboration therein;
 - 5.2.2.5. preparing and presenting detailed and summary financial information necessary for the administration and management of each Project and Resource;
 - 5.2.2.6. rendering invoices, receiving funds, establishing and maintaining appropriate accounting records, establishing and utilizing an appropriate cost accounting system, and managing accounts receivable;
 - 5.2.2.7. reviewing and approving travel reimbursement requests for each Project and Resource in accordance with the applicable budget and applicable policies;
 - 5.2.2.8. serving as the communication and distribution center for all information related to TechShare;
 - 5.2.2.9. reviewing and making recommendations on all contracts;
 - 5.2.2.10. acting as a liaison with federal and state agencies and responding to their inquiries;

- 5.2.2.11. computing and providing billings for participation;
 - 5.2.2.12. filing required forms and reports with state and other governmental agencies;
 - 5.2.2.13. assisting a Participant's auditor and actuary as necessary;
 - 5.2.2.14. coordinating banking functions and handling deposits and reconciliations;
 - 5.2.2.15. providing notices of meetings, supplying resource material for meetings, and keeping minutes of meetings; and
 - 5.2.2.16. forming or administering committees.
- 5.3. Urban Counties shall have the authority to conduct procurement functions and enter into contracts with one or more vendors as may be deemed necessary to carry out the purposes of this Agreement and to effectively manage each information technology project and resource.
- 5.3.1. All contracts approved by Urban Counties with vendors to fulfill the requirements of a Project or Resource Sharing Addendum, will be exclusively between the Urban Counties and the selected vendors.
 - 5.3.2. No Participant may be a third-party beneficiary to such contracts unless specifically set forth in the applicable Addendum.
 - 5.3.3. Urban Counties is prohibited from binding any Participant to any obligations arising from contracts between Urban Counties and third-party vendors regarding goods or services, unless expressly approved by a Participant's governing body.
 - 5.3.4. When appropriate, Urban Counties shall inquire into warranties from vendors and provide such information to the appropriate Stakeholder Committee.
- 5.4. Urban Counties acknowledges and agrees that information or other data provided by a Participant to Urban Counties to be stored or managed within a Resource will remain the property of the Participant. The Urban Counties further acknowledges and agrees that such information or other data shall not be used by the Urban Counties other than in connection with the performance of this Agreement, disclosed, sold, assigned, leased or otherwise provided to third parties, or commercially exploited by or on behalf of the Urban Counties, its employees, officers, agents, subcontractors, invitees, or assigns in any respect.
- 5.5. Urban Counties will provide regular reports on operations or activities as determined appropriate by each Oversight Board.
- 5.6. Urban Counties must exercise a duty of good faith, fair dealing, and loyalty in relation to services provided to Participants under this Agreement.
- 5.7. For services performed under this Agreement, the Urban Counties shall be paid as set forth in each Project Addendum and Resource Sharing Addendum.

- 5.7.1. The Participants have no equity rights in any of the assets or property of the Urban Counties unless specifically provided for herein or by way of a separate contract, agreement or other document executed by a Participant and the Urban Counties.
- 5.8. The Participants intend that the Urban Counties shall operate only within the scope herein set out and have not herein created, as between the Participants, any relationship of surety, indemnification or responsibility for the debt of or claims against any other Participant. Nor is such a relationship created between any Participant or group of Participants and the Urban Counties.
- 5.9. The Participants have not, by entering into this Agreement, assumed, in any manner, any liability for the debts of or claims against the Urban Counties.
- 5.10. Urban Counties will not be financially liable to Participants for the performance or function of any Resource. In the event of non-performance of a Resource, Urban Counties will make best efforts within the applicable budget to correct the non-performance.

6. Oversight

- 6.1. Board of Directors: The Board of Directors is responsible for overall management of each Project and Resource. The Board of Directors:
- 6.1.1. will adopt a budget for each Project and Resource, and set costs to share a Resource;
 - 6.1.2. will approve, or confer the Executive Director with authority to approve, all contracts necessary or desirable for a Project or Resource, within the adopted budget;
 - 6.1.3. will approve, as applicable, the scope, deliverables, work plans, goals, and other matters impacting the effort and budget of each Project and Resource; and
 - 6.1.4. may adopt technical standards and guidelines necessary to facilitate the sharing of Resources and to ensure Resources are flexible and adaptable to meet county needs.
- 6.2. Participant Representatives: Each Participant participating in a Project or sharing a Resource shall designate a Representative to the Project or Resource by providing written notice to the Urban Counties. A Participant may change its Representative at any time by notifying the Urban Counties in writing. Each Participant Representative shall serve as the Participant's primary point of contact for matters pertaining to the Project or Resource, and may serve on the Oversight Board overseeing the respective Project or Resource as provided in 6.3.
- 6.3. Oversight Boards: Each functional area of local government operation, as determined by the Board of Directors (e.g., justice, elections, etc.) that is addressed through a Project or Resource will have an Oversight Board. Each Project and Resource shall be overseen by the appropriate Oversight Board. Oversight Boards shall meet regularly as Projects and Resources may

require, and make recommendations to the Board of Directors as to matters pertaining to a Project or Resource.

6.3.1. Each Oversight Board will include the representatives of all Participants in a Project or sharing a Resource within the Oversight Board's domain, not to exceed seven (7) members unless the Board of Directors approves a greater number of Oversight Board members.

6.3.1.1. If the total number of Participants in Projects or sharing Resources within an Oversight Board's domain exceeds seven (7), then members of the Oversight Board will be appointed by the Chairman of the Board of Directors from among the Representatives of Participants.

6.3.1.2. An Oversight Board will be representative of the Projects and Resources within the Oversight Board's domain.

6.3.1.3. Oversight Board members are charged with making decisions they reasonably believe are in the best interests of the collective Participants within the Oversight Boards' respective domains.

6.3.1.4. Oversight Board members appointed by the Chairman of the Board of Directors serve at the pleasure of the Chairman of the Board of Directors.

6.3.2. The Chairman of the Board of Directors will select a chairman for each Oversight Board from among the Oversight Board members. The Chairman of the Oversight Board shall preside over meetings of the Oversight Board.

6.3.3. A majority of the members of an Oversight Board shall constitute a quorum.

6.3.4. Each member of an Oversight Board will have a single vote of equal weight.

6.3.5. The Executive Director of Urban Counties or his designee shall serve as an ex-officio, non-voting member of each Oversight Board.

6.3.6. Each Oversight Board will:

6.3.6.1. make recommendations to the Board of Directors regarding scope, operation, budget, work plan, staffing, and contracting for a Project or Resource;

6.3.6.2. review financial information related to the Project or Resource to ensure compliance with the adopted budget;

6.3.6.3. make recommendations to the Board of Directors regarding annual maintenance and improvements to Resources; and

6.3.6.4. ensure a common "vision" regarding integration and functionality is realized across Projects and Resources.

- 6.3.7. In performing their duties under this Section, the Oversight Boards may:
 - 6.3.7.1. develop rules, policies, procedures and other standards for use of a Resource;
 - 6.3.7.2. develop policies for the oversight of the Project or Resource using effective risk management strategies;
 - 6.3.7.3. review financial information related to the Project or Resource;
 - 6.3.7.4. evaluate Projects and Resources to determine if such Projects or Resources are operating on time and within budget;
 - 6.3.7.5. recommend to the Board of Directors for approval RFPs, vendor selection and vendor contracts;
 - 6.3.7.6. recommend to the Board of Directors actions relating to termination, modification, and enforcement of contracts with vendors and suppliers; and
 - 6.3.7.7. establish standards that promote the ability of information resources systems to operate and integrate with each other.
- 6.3.8. Any Representative serving on an Oversight Board appointed by the Chairman of the Board of Directors who fails to attend more than two (2) consecutive meetings of the Oversight Board, or who fails to attend more than 25% of the meetings of the Oversight Board in any 12-month period, automatically vacates their position on the Oversight Board. In such case, the Chairman of the Board of Directors will appoint a replacement Oversight Board member.
- 6.4. Stakeholder Committees: Each Project and Resource shall have a Stakeholder Committee to make recommendations to the appropriate Oversight Board regarding the Project or Resource.
 - 6.4.1. Each Stakeholder Committee will consist of the Representatives from all Participants participating in the respective Project or Resource.
 - 6.4.2. Each Stakeholder Committee will:
 - 6.4.2.1. manage functionality and scope of the Project or Resource, as applicable, within budget;
 - 6.4.2.2. implement technical standards as may be necessary or desirable; and
 - 6.4.2.3. develop annual work plans and corresponding budgets and recommend those to the appropriate Oversight Board.
 - 6.4.3. The voting strength for Stakeholder Committee members shall be determined using the funding formula in the respective Project or Resource Addendum. In the case of Resources, the funding formula used to determine voting strength shall be the formula for allocating Capital Costs of the Resource. As additional Participants join a Project

or Resource, the voting strength of each Stakeholder Committee member will be adjusted in accordance with that formula.

- 6.5. Technical Committees: Each Stakeholder Committee may appoint, in its discretion, one or more advisory boards for the applicable Project or Resource to provide technical advice or to aid in the development, acquisition, management, or oversight of the Project or Resource.
- 6.6. Oversight Board members, Stakeholder Committee members, Technical Committee members, and members of other committees shall serve without compensation. Travel may be paid for if included within the applicable Project or Resource budget.

7. Budget and Funding

- 7.1. Projects: The budget for each Project will be set forth in the Project Addendum. Each Participant's portion of the budget shall be set forth in the Project Addendum or determined as set forth in the formula in the Project Addendum.
 - 7.1.1. The Stakeholder Committee or the Oversight Board for the Project may recommend the budget or funding formula be adjusted, subject to approval of the Board of Directors.
 - 7.1.2. A change in the budget or the funding formula that does not require a Participant to pay more than the total dollar amount as previously approved by the Participant shall not require additional approval of the Participant. *In no event will a Participant be obligated to pay more than the amount set forth in the original Project Addendum without formal approval of the Participant's governing body.*
- 7.2. Resources: Each Resource will have a periodic budget, such as for each Fiscal Year.
 - 7.2.1. The Stakeholder Committee will formulate a proposed budget and submit it to the appropriate Oversight Board for approval. The Oversight Board may modify the proposed budget, but should endeavor to reach consensus with the Stakeholder Committee. The Oversight Board will recommend the periodic budget to the Board of Directors for approval. The Board of Directors may modify the recommended budget as it deems appropriate.
 - 7.2.2. Each periodic budget will include amounts intended to meet the objective of continual technical and functional refreshing of the Resource.
 - 7.2.3. The Board of Directors shall set the costs or the method of determining the costs for Participants to share a Resource. The method of determining costs for Participants to share a Resource shall be set forth in the Resource Sharing Addendum.
 - 7.2.3.1. Costs may vary by Participant.

7.2.3.2. Costs for a Participant may change as Participants change.

7.2.3.3. A change in a cost that does not require a Participant to pay more than the total dollar amount as previously approved by the Participant shall not require additional approval of the Participant. *In no event will a Participant be obligated to pay more than the amount previously approved by the Participant without formal approval of the governing body of the Participant.*

7.3. The timing of each Participant's funding obligations shall be set forth in the applicable Project Addendum or Resource Sharing Addendum.

7.3.1 Project costs, Capital Costs and O&M Costs will be charged, and must be paid, in advance of the start of a Project or the applicable budget term for a Resource.

7.4. The budget for each Project and Resource shall be in accordance with the chart of accounts as established by Urban Counties.

7.5. If a Participant uses grant or other funds subject to compliance with specific terms or conditions to pay any portion of its costs, that Participant is solely responsible for compliance with the applicable terms and conditions. To the extent permitted by law without establishing a sinking fund, the Participant shall hold harmless the other Participants from the use of such funds. Payments made using such funds will not be refunded in the event such payments are found to violate applicable terms or conditions.

8. Funding of Projects for Development or Acquisition of a TechShare Resource

8.1 Urban Counties may obtain funding for a Project in any manner permitted by law, including, for example, using its own reserves, borrowing from a financial institution, or collecting Capital Costs from Participants in advance of the development, acquisition or enhancement of a Resource (i.e., Pre-Paid Costs).

8.2 One or more Participants may become a Funding Entity by funding the initial development, acquisition, or enhancement of a Resource through the payment of Pre-Paid Costs.

8.2.1. Capital Costs of the Resource funded with Pre-Paid Costs will include, but may not be limited to:

8.2.1.1. Pre-Paid Costs;

8.2.1.2. interest at the rate of ½ of the Prime Rate of Interest; and

8.2.1.3. a risk premium of 10% of Pre-Paid Costs and interest.

8.2.2. Interest will be applied to cash contributions to a Project from the date of the contribution.

8.2.3. Interest will be applied to direct expenditures made by a Participant as part of a Project if provided for in the Project Addendum, with interest accruing as specified in the Project Addendum.

- 8.2.4. A risk premium will be applied to:
 - 8.2.4.1. cash contributions to a Project and direct expenditures made by a Participant as part of a Project, plus any interest as provided in section 8.2.2 or section 8.2.3;
 - 8.2.4.2. in-kind contributions, with value established at the start of a Project; and
 - 8.2.4.3. assets developed outside of a TechShare Project and transferred to Urban Counties for use in TechShare, with value established at the start of a Project.
- 8.2.5. Interest will be compounded annually on the average daily positive balance of Pre-Paid Costs.
- 8.2.6. Funding Entities will receive credit for interest and risk premium accrued on their respective Pre-Paid Costs and included in the Capital Costs of the Resource in the same proportion as Capital Costs are allocated to Funding Entities.
- 8.2.7. Interest on a Funding Entity's balance of Pre-Paid Costs will accrue until the balance of Pre-Paid Costs is retired either by (1) credits granted for Capital Costs associated with the use of the Resource and otherwise owed by the Funding Entity; (2) credits granted for Capital Costs paid by other Participants; or (3) revenue received from non-participants to access the Resource.
- 8.3. If Urban Counties funds a Project using its own reserves or through borrowing, the Capital Costs of the Resource will include, but may not be limited to:
 - 8.3.1. cash contributions;
 - 8.3.2. interest (1) at the rate and in the amount paid by Urban Counties on borrowed funds; or (2) at the rate of ½ of the Prime Rate of Interest from the date of expenditure/contribution to the date all funds expended by Urban Counties have been repaid by Participants for non-borrowed funds; and
 - 8.3.3. risk premium of 10% of cash contributions and interest.

9. Sharing of Costs of a Resource

- 9.1. The Board of Directors will set the Participants' shared costs for Resource use and include those costs in the applicable Resource Sharing Addendum for approval by Participants.
- 9.2. The costs shared by Participants using a software Resource shall consist of Capital Costs and recurring Operations and Maintenance Costs.
 - 9.2.1. The Capital Costs of each Resource shall be the costs incurred by Urban Counties to acquire, develop, or otherwise establish the Resource so that it can be shared by Participants.

- 9.2.2. Each Participant's proportionate share of the Capital Costs of the Resource shall be determined using population, number of end users, or some other metric as established for the Resource by the Board of Directors and set forth in the applicable Resource Sharing Addendum.
- 9.2.2.1. Allocation of Capital Costs will be done using the appropriate metric (e.g., population, number of users, etc.) as of the date the Resource is first placed in use.
- 9.2.2.2. Once established, the allocation of Capital Costs will not change except as may be adjusted to account for additional Participants.
- 9.2.2.3. Funding Entities may agree to allocate their total allocated Capital Costs among themselves differently, and that allocation will be contained in the Resource Sharing Addendum.
- 9.2.2.4. Participants may pay their respective Capital Costs for a Resource in three equal annual installments. Interest at the rate of $\frac{1}{2}$ of the Prime Rate of Interest, compounded annually on the average daily positive balance of unpaid Capital Costs, will accrue.
- 9.2.3. When paid, interest that accrues on unpaid Capital Costs will be distributed proportionality to those Participants who received a portion of the paying Participant's first payment of Capital Costs. The O&M Costs for each Participant shall be the Participant's proportionate share of the Total Annual Operations and Maintenance Cost of a Resource as determined using population, number of end users, or some other metric as established for the Resource by the Board of Directors and set forth in the applicable Resource Sharing Addendum.
- 9.2.3.1. If population is used to allocate costs, decennial census figures or annual census estimates as published by the Texas State Data Center, whichever is most recent, will be used.
- 9.2.3.2. Allocation of Total Annual Operations and Maintenance Costs will be done using the appropriate metric (e.g., population, number of users, etc.) as of the first day of the applicable term of the Total Annual Operations and Maintenance Costs. Once established for a term, unless additional Participants join in sharing the Resource, the allocation of Total Annual Operations and Maintenance Costs will not change, but may change in subsequent terms if there are changes in the appropriate metric.
- 9.2.3.3. O&M Costs will be prorated for Participants joining mid-budget.
- 9.3 In addition to Capital Costs and O&M Costs, Participants may be required to pay Implementation Costs for a Resource. Implementation Costs will be unique to each Participant and will not be shared with other Participants.

10. Capital Improvements to Resources

- 10.1. Events may require significant changes not capable of being completed under the normal annual O&M budget.
- 10.2. Additional Capital will be derived in one of the following manners:
 - 10.2.1. Creation of a separate TechShare Project (preferred)
 - 10.2.1.1. The separate Project will result in separate optional module or component of the Resource available to Participants that pay their proportionate share of Capital Costs for the module.
 - 10.2.1.2. Funding for the Project could come from any source of funding permitted for Projects generally.
 - 10.2.1.3. The sharing of Capital Costs for the module will be in the same manner as for the sharing of Capital Costs of Resources.
 - 10.2.2. Capital call upon all Participants sharing the Resource (not preferred)
 - 10.2.2.1. If there is a capital call, total Capital Costs of the Resource will be increased, as will Capital Costs for all Participants, both current and future.

11. Refunds with Additional Participation

- 11.1. As additional Participants join to share a Resource, a Participant then sharing the Resource is eligible to receive a partial refund of its Capital Costs and Operations and Maintenance Costs previously paid. The amount of any such refund shall be determined by calculating the effect of each additional Participant joining to share the Resource in accordance with the formulas for allocation of Capital Costs and Total Annual Operations and Maintenance Costs as set forth in the Resource Sharing Addendum.
- 11.2. Refunds resulting from additional Participants joining to share a Resource shall be calculated at the end of the annual period used to calculate the Total Annual Operations and Maintenance Costs.
- 11.3. At the direction of each Participant, its applicable refunds of either Capital Costs and Operations and Maintenance Costs may be made in the form of credits against future Operations and Maintenance Costs.
- 11.4. A Participant that withdraws from sharing a Resource is not eligible to receive refunds of Capital Costs or Operations and Maintenance Costs.
 - 11.4.1. Because the former Participant is not receiving refunds of its Capital Costs during the period the former Participant does not share the Resource, the former Participant's balance of Capital Costs will not be reduced during that period.

- 11.4.2. The former Participant becomes eligible for prospective refunds if it returns to sharing the Resource.
- 11.4.3. Any refund of Capital Costs and O&M Costs that would be distributed to the former Participant if it were a Participant will be distributed proportionately among active Participants, including those Participants whose payment of Capital Costs resulted in the refund to active Participants.

12. Refunds from Outside Revenue

- 12.1. If revenue is derived from a Resource, from other than Participants in TechShare, such revenue will be allocated as follows:
 - 12.1.1. If there are Funding Entities, the revenue will be allocated 50% to Funding Entities in proportion to their respective Pre-Paid Costs and the remaining 50% to all eligible Participants then sharing the Resource in proportion to their respective Capital Costs until all eligible Participants have been reimbursed all of their respective Capital Costs.
 - 12.1.1.1. Once all eligible Participants then sharing have received reimbursement of their respective Capital Costs, 50% of the revenue will be allocated to the Funding Entities in proportion to their respective Pre-Paid Costs and the remaining 50% will be retained by Urban Counties.
 - 12.1.2. If there are no Funding Entities, 100% of the revenue will be allocated to all eligible Participants then sharing the Resource in proportion to their respective Capital Costs until all eligible Participants have received reimbursement of their respective Capital Costs.
 - 12.1.2.1. Once all eligible Participant then sharing have received reimbursement of their respective Capital Costs, 100% of the revenue will be retained by Urban Counties.
- 12.2 To be eligible to receive an allocation of revenue derived from other than Participants in TechShare, a Participant must (1) have shared the Resource for at least 60 consecutive months, or (2) have never stopped sharing the Resource since the date the Participant first shared the Resource.

13. Installation and Implementation of a Resource

- 13.1. If Installation or implementation is required for a Participant to share a Resource, the installation or implementation will only be done by authorized entities through TechShare as provided in the Resource Sharing Addendum.

14. Reporting Requirements of Urban Counties

- 14.1. For each Project and Resource Urban Counties will establish a secure website accessible by those Participants participating in the Project or Resource and containing current information regarding Pre-Paid Costs, Capital Cost balances of each Participant, budget and expenditures, O&M

Costs, Participants, Oversight Board, Stakeholder Committee and other committee members, Project status, copies of vendor contracts, and such other information in the possession of Urban Counties as the applicable Oversight Board shall deem appropriate.

- 14.2. Upon request by an Oversight Board of a Project or Resource, the Urban Counties shall report, from information in its possession, on the status, progress, benefits, efficiency gains, financial matters or other information or data related to the Project or Resource that the Oversight Board considers necessary.
- 14.3. Each Participant shall have a right of access to information regarding a Project or Resource in which the Participant participates as specified in the respective Project Addendum or Resource Sharing Addendum. Urban Counties shall have no obligation to produce or make available information that is not specified in the respective Project Addendum or Resource Sharing Addendum.
- 14.4. Financial information will be provided by Urban Counties to Participants in accordance with the chart of accounts used by Urban Counties. If a Participant desires financial information in a form other than the established chart of accounts, the Participant will be provided a comprehensive report of all transactions so that the Participant may categorize and analyze the transactions in any way the Participant desires.
- 14.5. In performing its duties under this Section, the Urban Counties is entitled to obtain from a Participant information necessary and appropriate to prepare a report under this section.

15. Participation by Other Entities

- 15.1. Additional Texas Local Governments and agencies of the State of Texas may participate in this Agreement with the approval of the Board of Directors.
- 15.2. Additional participants will be required to approve this Agreement and provide funds in accordance with Section 7 (Budget and Funding). The participation of additional Texas Local Governments or state agencies in a Project or Resource shall not require the approval of other Participants.

16. Ownership of Work Product

16.1. Ownership.

- 16.1.1. The ownership of work product, including Intellectual Property, and the right to acquire Intellectual Property, if applicable, for all Resources developed or obtained through TechShare will vest with Urban Counties.
- 16.1.2. Each Project Addendum will include a description of the work product anticipated to be developed as part of the Project.
- 16.1.3. Each Resource Sharing Addendum will include a description of the Resource, including the Intellectual Property, if any, comprising the Resource.

16.1.4. Urban Counties will deposit into escrow, during appropriate times in the development of the Resource, the source code for the benefit of the Participants. The type of escrow will be described in the applicable Resource or Project Addendum.

16.2. Rights of Participants

16.2.1. Participants sharing a Resource possess a non-transferable, non-exclusive right to use the Resource for their own use.

16.2.2. Participants must agree to prohibit further distribution of a Resource to non-participants unless otherwise clearly provided for in the Resource Sharing Addendum.

16.2.3. The sale of a Resource by Urban Counties to any entity requires the approval of Participants then sharing the Resource which, in total, have paid at least 50.1% of the Capital Costs of the Resource.

16.2.4. Any sale of a software Resource must be subject to each Participant's continued right to use the version of the Resource in use at the time of sale.

16.2.5. Before a Resource may be licensed for use by any entity outside of this Agreement and the applicable Resource Sharing Addendum, the licensing fee or calculation for deriving the licensing fee must be approved by Participants then sharing the Resource which, in total, have paid at least 50.1% of the Capital Costs of the Resource.

16.3. When a Resource is No Longer Offered through TechShare

16.3.1. When a Resource owned by Urban Counties is no longer offered for sharing through TechShare, each Participant that (1) paid its appropriate portion of the Capital Costs of the Resource and (2) has shared the Resource for at least 60 consecutive months preceding the date the Resource is no longer offered through TechShare, or has never stopped sharing the Resource since the date the Participant first shared the Resource, will be given a divided, proportionate ownership interest in the source materials for the former Resource and Urban Counties will not retain any ownership in the former Resource.

16.3.2. Each Participant sharing in the ownership of the former Resource will be free to use and manipulate the source materials for the former Resource for the Participant's sole use.

16.3.3. Any sale to or use of the source materials for the former Resource by a non-Participant requires the affirmative consent of Participants owning a collective majority interest in the former Resource.

16.4. When a Participant Withdraws from Sharing a Resource

16.4.1. If a Participant withdraws from sharing a Resource that is still offered through TechShare as permitted by the applicable

Resource Sharing Addendum (for example, at the expiration of the Resource Sharing Addendum), the Participant will have no rights to future use of the Resource if the Participant has shared the Resource for less than 60 consecutive months.

16.4.2. If a Participant withdraws from sharing a Resource as permitted by the applicable Resource Sharing Addendum and has shared the Resource for at least 60 consecutive months, the Participant will be granted a non-exclusive, perpetual license for the Resource as it exists on or about the date the Participant withdraws from sharing to use and manipulate the source materials for the Resource for the Participant's sole use.

16.4.3. If a Funding Entity withdraws from sharing a Resource and the Funding Entity has shared the Resource for less than 60 consecutive months, the Funding Entity will be granted a non-exclusive, perpetual license for the Resource as it exists on or about the date the Funding Entity withdraws from sharing to use and manipulate the source materials for the Resource for the Funding Entity's sole use; except, however, the Funding Entity shall not be granted a license and shall not have any further right to use the Resource if, prior to withdrawing from sharing, the Funding Entity has received refunds from revenue derived from other than Participants in TechShare in an amount equal to or greater than the Funding Entity's Pre-Paid Costs.

16.5. When a Participant Transfers a Resource to TechShare

16.5.1. If a Participant transfers ownership of a Resource to Urban Counties for sharing through TechShare and the Participant withdraws from sharing the Resource at any time, the Participant will be given a non-exclusive, perpetual license for the Resource as it exists on or about the date the Participant withdraws from sharing to use and manipulate the source materials for the Resource for the Participant's sole use.

16.6. When a Participant Withdraws from a Project

16.6.1. If a Participant withdraws from a Project as permitted by the Project Addendum, the Participant will be given a non-exclusive, perpetual license to use and manipulate for the Participant's sole use the Project work product as it exists on or about the date the Participant withdraws.

16.7. Liability for Use of Former Resource

16.7.1. Urban Counties and other Participants will not be liable to a Participant or former Participant, or any party claiming through a Participant or former Participant, for any claims arising from the use of a former Resource or the use of a Resource outside of a Resource Sharing Addendum.

- 16.7.2 No implementation assistance or end user training will be provided by Urban Counties or through TechShare for a former Resource or for the use of a Resource outside of a Resource Sharing Addendum unless a separate agreement is entered into for those services.

17. Ownership of Data

- 17.1. When a Project or Resource involves the shared storage of data or the shared access to data of the Participants and other entities, the data remains the property of the Participant or entity that created or submitted the data, unless otherwise provided in the applicable Project Addendum or Resource Sharing Addendum.
- 17.2. Information or other data of a Participant shall not be used by the other Participants other than in connection with the performance of this Agreement or as contemplated by the applicable Project Addendum or Resource Sharing Addendum.
- 17.3. Information or other data of a Participant shall not be disclosed, sold, assigned, leased or otherwise provided to third parties, or commercially exploited by or on behalf of the other Participants, their employees, officers, agents, subcontractors, invitees, or assigns in any respect.
- 17.4. In the event a Participant receives a request for information or other data belonging to another Participant or entity, the Participant receiving the request must promptly notify the requestor that the Participant receiving the request is not the custodian of the requested information or data.
- 17.4.1. A copy of the request must be forwarded to the Urban Counties within 24 hours of receipt.
- 17.5. Each Participant shall contractually bind other entities with access to information or data through the Participant to observe the same restrictions on the use and disclosure of information and data belonging to other Participants or entities, and the requirement to send requests for information and data belonging to other Participants or entities to the Urban Counties.
- 17.6. It is the intention of the Participants that the custodian(s) of data in the event such custodian(s) did not participate in a Project or Resource will remain the custodian(s) of such information and data, unless an applicable Project or Resource Addendum provides otherwise.

18. Warranties

- 18.1. **NO PARTY TO THIS AGREEMENT WARRANTS THE AVAILABILITY, ACCURACY, QUALITY, RELIABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF ANY PROJECT OR RESOURCE MADE AVAILABLE THROUGH ANY PROJECT ADDENDUM OR RESOURCE SHARING ADDENDUM.**
- 18.2. **THIRD PARTY WARRANTIES OR GUARANTEES MAY INURE TO THE BENEFIT OF THE PARTICIPANTS TO A PARTICULAR PROJECT OR RESOURCE IF SUCH ARE CONTRACTUALLY SECURED AS PART OF**

SUCH PROJECT OR RESOURCE, AS SET FORTH IN THE APPROPRIATE ADDENDUM. NO PARTY TO THIS AGREEMENT SHALL BE HELD LIABLE FOR A WARRANTY OR GUARANTEE OFFERED BY A THIRD PARTY.

- 18.3. ALL CONDITIONS, REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS, ARE HEREBY DISCLAIMED BY ALL PARTIES TO THIS AGREEMENT TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

19. Notice

- 19.1. Any and all notices to be given under this Agreement by a Participant or Urban Counties shall be deemed to have been given if reduced to writing and delivered in person or mailed by overnight or certified mail, return receipt requested, postage pre-paid, to the address set forth on the signature page of the intended recipient.
- 19.2. A Participant may change its address for receiving notification under this Agreement by providing written notice of the change of address to Urban Counties. Urban Counties shall update the Participant's address on the secure website for the applicable Project or Resource.
- 19.3. Urban Counties may change its address for receiving notification under this Agreement by providing written notice of the change of address to all Participants.
- 19.4. Any notice required hereunder shall be deemed to have been given three (3) days subsequent to the date it was placed in the United States mail, postage pre-paid.

20. Amendment

- 20.1. This Agreement may not be amended except in a written instrument specifically referring to this Agreement and signed by all Participants and Urban Counties.
- 20.2. Any modification, alteration, addition or deletion to the terms of this Agreement which are required by changes in federal or state law are automatically incorporated herein without written amendment to this Agreement and shall be effective on the date designated by said law.

21. Current Revenue

- 21.1. The Parties warrant that all payments, expenditures, contributions, fees, costs, and disbursements, if any, required of it hereunder or required by any other agreements, contracts and documents executed, adopted, or approved pursuant to this Agreement, which shall include any exhibit, attachment, addendum or associated document, shall be paid from current revenues available to the paying Party.

21.2. The Parties warrant that no debt is created by this Agreement.

22. Binding Agreement, Authority, Parties Bound

- 22.1. This Agreement has been duly executed and delivered to all parties and constitutes a legal, valid and binding obligation of the Parties.
- 22.2. This Agreement may be executed in multiple counterparts. Each person executing this Agreement on behalf of each Party represents and warrants that they have full right and authority to enter into this Agreement.

23. Applicable Law

- 23.1. This Agreement shall be expressly subject to the Participants' sovereign immunity and other governmental immunity and all applicable federal and state law.
- 23.2. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.

24. Severability

In the event that one or more of the provisions contained in the Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability of the Agreement shall be construed as if such invalid, illegal or unenforceable provision has never been contained herein, but shall not affect the remaining provisions of this Agreement, which shall remain in force and effect.

25. Assignment

The Urban Counties may not assign its rights and duties under this Agreement without the prior written consent of the Participants, acting by and through their respective governing bodies, even if such assignment is due to a change in ownership or affiliation. Any assignment attempted without such prior consent by the Participants shall be null and void.

26. Full Agreement

- 26.1. This Agreement, standing alone, does not grant any rights, or bind any Party, to any obligations.
- 26.2. Only upon execution of a Project Addendum or Resource Sharing Addendum will a Participant and Urban Counties have any rights or obligations pursuant to this Agreement.
- 26.3. This Agreement and any Project Addenda or Resource Sharing Addenda executed by a Participant shall contain the entire understanding of the Parties with respect to that Participant and the Urban Counties regarding participation in TechShare.

26.4. Each Participant acknowledges that the other Participants and Urban Counties, or anyone acting on behalf of the other Participants or Urban Counties, have made no representations, inducements, promises or agreements, orally or otherwise, unless such representations, inducements, promises or agreements are embodied in this Agreement, expressly or by incorporation.

27. Effect of this Agreement on Existing Agreements and Addenda

- 27.1. Except as set forth in 27.2, this Agreement succeeds and replaces the prior Interlocal Agreement for Participation in the Urban Counties TechShare Program (the "Prior ILA") to the extent the Prior ILA was still in effect.
- 27.2. The Prior ILA shall remain in effect for the purpose of governing any Project Addendum and Resource Sharing Addendum executed pursuant to the Prior ILA.
- 27.3. As each Project Addendum and Resource Sharing Addendum executed pursuant to the Prior ILA expires, is terminated, or is amended, then the Prior ILA ceases to be in effect for that Project or Resource and this Agreement shall succeed and replace the prior ILA in the event the Project or Resource is continued through a new or amended Project Addendum or Resource Sharing Addendum.

28. Multiple Counterparts

- 28.1. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be and shall be construed as an original, and all of which shall constitute and be construed as a single agreement.

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COUNTY OF __

APPROVED AS TO FORM

By: _____

By: _____

Title: __ County Judge

Title: _____

Date: _____

Date: _____

Name and Address for Purposes of Notice:

Acknowledgement of _____ County's Participation in TechShare:

TEXAS CONFERENCE OF URBAN COUNTIES, INC.

BY: _____

Title: Executive Director

Date: _____

Name and Address for Purposes of Notice:

Donald Lee
Executive Director
500 W. 13th Street
Austin, Texas 78701

