



**COMMISSIONERS COURT
COMMUNICATION**

COURT ORDER NUMBER _____

PAGE 1 OF 15

DATE: 12/3/2024

**SUBJECT: CONSIDERATION OF TECHSHARE.MAGISTRATION DEVELOPMENT
ADDENDUM BETWEEN TARRANT COUNTY, TECHSHARE LOCAL
GOVERNMENT CORPORATION AND THE PARTICIPANTS**

***** CONSENT AGENDA *****

COMMISSIONERS COURT ACTION REQUESTED

It is requested that the Commissioners Court consider the TechShare.Magistration Development Addendum between Tarrant County, TechShare Local Government Corporation (LGC) and the Participants.

BACKGROUND

Since 2013, Tarrant County has been a participant in the Master Interlocal Agreement for Participation in the Texas Conference of Urban Counties TechShare Program and is currently a participant in TechShare.Magistration.

On November 20, 2018, the Commissioners Court, through Court Order #129038, approved the creation of and participation in TechShare LGC.

The purpose of this Development Addendum is to develop enhancements for TechShare.Magistration pursuant to the Project Addendum to the TechShare LGC Master ILA.

The Criminal District Attorney's Office has reviewed this addendum as to form.

FISCAL IMPACT

Funding in the amount of \$26,649.00 is available from account 10000-2025 General Fund/ 1810410000 IT Application Development and Support/ 578025 Software Maintenance and Support.

SUBMITTED BY	Information Technology	PREPARED BY:	Andre Mendes
		APPROVED BY:	Andre Mendes

TechShare.Magistration Development Project Addendum

1. Background and Purpose

- 1.1. This Development Project Addendum for TechShare.Magistration (hereinafter “this Addendum”) is an addendum to the TechShare.Magistration Resource Sharing Addendum.
- 1.2. This Addendum is entered into and among TechShare Local Government Corporation (hereinafter “TechShare LGC”) 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. Development Project: the project to develop enhancements for TechShare.Magistration pursuant to the Project Addendum to the TechShare LGC Master ILA.
- 2.2. Master ILA: The Master Interlocal Agreement for Stakeholder Participation in the TechShare LGC Program which was effective on January 1, 2019.
- 2.3. Participants: Participants is defined as all local governments executing this Addendum.
- 2.4. Parties: Parties is defined as the Participants and TechShare LGC.
- 2.5. Production Version: Production Version is defined as that version of TechShare.Magistration that is made available for use by Participants.
- 2.6. TechShare.Magistration: TechShare.Magistration is defined as the full-featured Magistration System including all versions, to be utilized by the Participants.

3. Term of Addendum

This Addendum shall be effective from the date it is approved by the Participants through the completion of the scope of work as set forth in Attachment A: Statement of Work, which is incorporated in this agreement by reference.

4. Development Project Funding Formula

- 4.1. The funding formula for this development project shall be based on population.
- 4.2. Each Participant’s percentage of development costs shall be equal to the percentage of that the Participants population represents of the total population of all Participants.

5. Project Workplan and Budget

The project approach, schedule, staffing, oversight, and budget are set forth in Attachment A: Statement of Work.

6. Role and Responsibilities of TechShare LGC

- 6.1. TechShare LGC will not provide services beyond the scope of work and time estimates established by this Addendum. TechShare LGC will negotiate in good faith with the Participants to amend this Addendum to accommodate changes to the Addendum's scope of work and time estimates, in the event either will be exceeded.
- 6.2. The TechShare LGC Team will comply with all rules and regulations regarding appropriate use of the Participants' property, including the Participants' facilities. The Participants shall provide such rules and regulations to TechShare LGC in writing.
- 6.3. TechShare LGC shall limit access to the Participants' confidential, proprietary information solely to those persons or entities to whom such disclosure is necessary to perform the purposes stated herein.
 - 6.3.1. TechShare LGC agrees that under no circumstances shall TechShare LGC permit disclosure, access, distribution, copying, review, or examination of the Participants' confidential or proprietary information by any other party not authorized herein.
 - 6.3.2. All reasonable security precautions, at least as great as the precautions TechShare LGC takes to protect its own confidential information, but no less than reasonable care, shall be taken by TechShare LGC to prevent unauthorized use or disclosure of the Participants' confidential or proprietary information.
 - 6.3.3. TechShare LGC shall require all contractors to commit to the same responsibilities regarding the Participants' confidential or proprietary information as borne by TechShare LGC under this Addendum.

7. Compensation of TechShare LGC

- 7.1. TechShare LGC shall be compensated as set forth in Attachment A.
- 7.2. Payments as set forth in the Project Budget included in Attachment A are due from the Participants as specified in the Payment Schedule.

8. Access to Source Code

Representatives from each Participant shall be given continuing access to the source code for TechShare.Magistration, as well as access to any other software needed to compile and/or build TechShare.Magistration, in the source code repository maintained by TechShare LGC.

9. Miscellaneous

- 9.1. This Addendum may not be amended except in a written instrument specifically referring to this Addendum and signed by the Parties hereto.
- 9.2. Each Party represents that it has, as of the date of the execution of this Addendum, obtained all requisite approvals and authority to enter into and perform its obligations under this Addendum, including the funds necessary to satisfy its obligations herein.
- 9.3. In the event any term or provision of this Addendum conflicts with any provision of law or is declared to be invalid or illegal for any reason, this Addendum will remain in full force and effect and will be interpreted as though such invalid or illegal provision were not a part of this Addendum. The remaining provisions will be construed to preserve the intent

and purpose of this Addendum and the Parties will negotiate in good faith to modify any invalidated provisions to preserve each Party's anticipated benefits.

- 9.4. The Parties to this Addendum will encourage the prompt and equitable settlement of all controversies or claims between them. The parties agree to negotiate their differences directly and in good faith for a period of no less than thirty days after receiving written notification that there is a dispute. If the dispute is not resolved within thirty days after written notification of the existence of a dispute, the parties agree to submit their dispute to an experienced mediator who is located in The Participants, Texas to work with them to resolve their differences with non-binding mediation. This mediation is a compromise negotiation for purposes of Rule 408 of the Federal Rules of Evidence and Texas Rules of Evidence and is an alternative dispute resolution procedure subject to Texas Civil Practice & Remedies Code section 154.073.
- 9.5. This instrument contains the entire addendum, with respect to implementation, between the parties relating to the rights granted and the obligations assumed. Any prior implementation addendums or representations not expressly set forth in this addendum are of no force.
- 9.6. This Addendum does not create any relationship between the parties other than that of independent entities contracting with each other solely for the purpose of effecting the provisions of this addendum. Agents or employees of any party will not be deemed the employee or agent of another party.
- 9.7. Participants and TechShare LGC agree that each is responsible for its own proportionate share of any liability for the negligent acts or omissions of its employees, agents, contractors, or subcontractors arising out of, connected with, or as a consequence of its performance under this Addendum. Neither party will be liable to the other for any indirect, special, incidental, punitive, or consequential damages, including for loss of business, revenue, profits, or other economic advantage. This is regardless of how the damage arises, whether in action of contract, negligence, tort, or other action, arising out of or in connection with this contract, even if advised of its possibility.

10. Termination

- 10.1. A Participant may terminate its participation in the Addendum by providing written notice of termination to TechShare LGC at least ninety (90) days prior to termination, with copies of said notice to other Participants.

11. Attachments Incorporated

- 11.1. The following attachments are incorporated into this Addendum as if fully set forth herein:
 - 11.1.1. Attachment A: Statement of Work.
 - 11.1.2. Attachment B: Federal Bureau of Investigation Criminal Justice Information Services Security Addendum

12. Multiple Counterparts

This addendum may be executed in multiple counterparts each of which will be deemed original, but all multiple counterparts together will constitute one and the same instrument.

COUNTY OF DENTON

ATTEST:

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Name and Address for Purposes of Notice:

COUNTY OF TARRANT

By: _____

Title: _____

Date: _____

ATTEST:

By: _____

Title: _____

Name and Address for Purposes of Notice:

TECHSHARE LOCAL GOVERNMENT CORPORATION

BY: _____

Title: Executive Director

Date: _____

Name and Address for Purposes of Notice:

Executive Director
450 Century Parkway, Suite 250
Allen, TX 75013

TechShare.Magistration 2025 Development Addendum

Attachment A

STATEMENT OF WORK

Introduction

This document outlines the mutual understanding between TechShare LGC and the Participants regarding the scope, objectives, and deliverables for development and release of enhancements for TechShare.Magistration. The purpose of this SOW is to ensure clarity, alignment, and accountability throughout the project lifecycle, enabling both parties to effectively collaborate towards successful outcomes. By detailing the project's goals, milestones, timelines, and responsibilities, this document serves as a roadmap for execution and evaluation.

Throughout this SOW, you will find a comprehensive overview of the project's scope, including specific tasks, deliverables, acceptance criteria, and any relevant assumptions or constraints. Additionally, we have outlined the roles and responsibilities of each party involved, ensuring clear communication channels and accountability at every stage.

Our mutual commitment to transparency, communication, and excellence will be instrumental in achieving the desired results outlined in this document. We look forward to a productive partnership and the successful execution of the development and implementation of the enhancements for TechShare.Magistration.

Scope of Work

- Stakeholders have presented a list of items for new development and enhancement of TechShare.Magistration in 2025.

Objectives

- The primary objective of this effort is to enhance TechShare.Magistration in order to develop additional functionality and create efficiencies for Magistration users.

2025 TechShare.Magistration Software Enhancement List

The following table lists the identified software enhancements for this project:

Issue Key	Summary	Cost
TSM-304	Add "Assign to Me" functionality to Assessment Queue	\$ 2,496
TSM-334	Improve lock mechanism to work with multiple instances/scaled out Azure	\$ 1,040
TSM-790	Create Jail Lookup/Import Defendant Queue and Actions	\$ 2,704
TSM-953	[HB3474] Create Interpreter Report	\$ 1,664
TSM-968	When the information is updated in jail or courts on a merged CID, it will also update in the Mag portal.	\$ 4,368
TSM-970	Limit remote magistration agencies to see only their own records	\$ 18,750
TSM-999	Create/Develop Standardized EPO Based on OCA Mandate	\$ 7,072

Quality Assurance Standards

Below describes the quality assurance services to be provided by the TechShare team to ensure the delivery of high-quality software which meets user expectations and performance requirements.

TechShare.Magistration 2025 Development Addendum

Attachment A

STATEMENT OF WORK

1. **Development Testing** employed within the development team, TechShare utilizes unit testing and peer reviews to ensure the developed software has the quality, maintainability, and adherence to standards.
2. **Internal Quality Assurance** testing of the feature upon incorporation into a new build.
3. **Product Owner** testing as new builds are deployed to the Participants test environment.
4. **Acceptance Testing** to validate the software meets the acceptance criteria defined by stakeholders and fulfills the business requirements to place the enhancement into production.

Timeline/Schedule

The projected timeline for this project spans eight (8) months. Specific issues and their corresponding release dates are detailed in the table(s) provided below, aligning with the established period for project completion. There are no anticipated adjustments to the time for this effort.

Month 1	
Issue key	Summary
TSM-953	[HB3474] Create Interpreter Report
Month 2	
Issue key	Summary
TSM-790	Create Jail Lookup/Import Defendant Queue and Actions
Month 3	
Issue key	Summary
TSM-334	Improve lock mechanism to work with multiple instances/scaled out Azure
TSM-999	Create/Develop Standardized EPO Based on OCA Mandate
Month 4	
Issue key	Summary
TSM-304	Add "Assign to Me" functionality to Assessment Queue
Month 5	
Issue key	Summary
TSM-968	When the information is updated in jail or courts on a merged CID, it will also update in the Mag portal.
Month 8	
Issue key	Summary
TSM-970	Limit remote magistration agencies to see only their own records

TechShare.Magistration 2025 Development Addendum

Attachment A

STATEMENT OF WORK

Roles and Responsibilities

The below **RACI** chart provides clarity on who is **R**esponsible, **A**ccountable, **C**onsulted and **I**nformed for each task within this Statement of Work.

Project Task	TechShare					Participant		
	Product Manager	BA	DEV	DBA	QA	Business Product Owner	Stakeholder	ITD
Product Management Services	R	I	I	I	I	I	I	I
Validate Requirements	A	R	I	I	I	R	I	I
Development	A	C	R	R	C	I	I	I
Configuration	A	C	C	C	I	C	C	R
Testing/QA	A	R	R	R	R	R	I	I
Deployment to Test	A	I	R	C	I	I	I	R
Release Notes	R	C	C	C	C	I	I	I
Sprint Review	I	I	I	I	I	R	A	A
Deployment to Production	I	I	I	I	I	I	C	R
Release Sign off and Payment Approval	I	I	I	I	I	C	R	R
Change Management	R	I	I	I	I	I	A	R
Communication and Reporting	R/A	I	I	I	I	I	I	I

Change Management Process

By following a structured change management process, software development projects can effectively manage changes while minimizing disruptions and maintaining alignment with project goals. While there are no changes to the scope of work or timeline for this effort envisioned, should there be any, they will be managed collaboratively by TechShare and Participants to develop a Change Request for review and approval by Stakeholders in advance of deviating from the original scope or timeline of this project.

TechShare.Magistration 2025 Development Addendum

Attachment A

STATEMENT OF WORK

Assumptions and Constraints

1. Enhancements will be developed and delivered within the TechShare.Magistration application.
2. Development and Project Management Services are provided by TechShare.
3. Development meetings will be conducted by TechShare with designated Participants business team members to complete development enhancements for TechShare.Magistration (on-site and remote.)
4. TechShare may deliver Enhancements earlier than the planned Sprint.
5. All Enhancements must be delivered by the final sprint of the project.
6. Participants will provide business resources for acceptance testing and feedback.
7. Participants will provide timely feedback on the items delivered for testing and acceptance each month.
8. TechShare will provide configuration assistance on newly developed items for the application.

Acceptance Criteria

1. The developed item(s) as released per month meets the functional requirements outlined in the project scope.
2. The developed item(s) as released per month meets all non-functional requirements such as performance, reliability, security, and usability.
3. The developed item(s) as released per month have been successfully deployed to production.

Deliverables

1. Working Software as released per month and based on the requirements described in the Scope of Work

Payment Terms

The total cost of this effort is \$38,094. The Participant allocation is as follows:

Denton	Tarrant
\$11,444	\$26,649

Participants can elect to pay in advance of development as described in the allocations above or upon the deployment of the feature to production based on the identified Milestones in the table below; regardless of methodology, all payments are due 30 days from the date of invoice:

No	Milestone
1	Month 1 Release
2	Month 2 Release
3	Month 3 Release
4	Month 4 Release
5	Month 5 Release
8	Month 8 Release

Attachment B

FEDERAL BUREAU OF INVESTIGATION CRIMINAL JUSTICE INFORMATION SERVICES SECURITY ADDENDUM

The goal of this document is to augment the CJIS Security Policy to ensure adequate security is provided for criminal justice systems while (1) under the control or management of a private entity or (2) connectivity to FBI CJIS Systems has been provided to a private entity (contractor). Adequate security is defined in Office of Management and Budget Circular A- 130 as "security commensurate with the risk and magnitude of harm resulting from the loss, misuse, or unauthorized access to or modification of information."

The intent of this Security Addendum is to require that the Contractor maintain a security program consistent with federal and state laws, regulations, and standards (including the CJIS Security Policy in effect when the contract is executed), as well as with policies and standards established by the Criminal Justice Information Services (CJIS) Advisory Policy Board (APB). This Security Addendum identifies the duties and responsibilities with respect to the installation and maintenance of adequate internal controls within the contractual relationship so that the security and integrity of the FBI's information resources are not compromised. The security program shall include consideration of personnel security, site security, system security, and data security, and technical security.

The provisions of this Security Addendum apply to all personnel, systems, networks and support facilities supporting and/or acting on behalf of the government agency.

1.00 Definitions

- 1.01 Contracting Government Agency (CGA) - the government agency, whether a Criminal Justice Agency or a Noncriminal Justice Agency, which enters into an agreement with a private contractor subject to this Security Addendum.
- 1.02 Contractor - a private business, organization or individual which has entered into an agreement for the administration of criminal justice with a Criminal Justice Agency or a Noncriminal Justice Agency.

2.00 Responsibilities of the Contracting Government Agency.

- 2.01 The CGA will ensure that each Contractor employee receives a copy of the Security Addendum and the CJIS Security Policy and executes an acknowledgment of such receipt and the contents of the Security Addendum. The signed acknowledgments shall remain in the possession of the CGA and available for audit purposes.

3.00 Responsibilities of the Contractor.

- 3.01 The Contractor will maintain a security program consistent with federal and state laws, regulations, and standards (including the CJIS Security Policy in effect when the contract is executed), as well as with policies and standards established by the Criminal Justice Information Services (CJIS) Advisory Policy Board (APB).

4.00 Security Violations.

- 4.01 The CGA must report security violations to the CJIS Systems Officer (CSO) and the Director, FBI, along with indications of actions taken by the CGA and Contractor.
- 4.02 Security violations can justify termination of the appended agreement.

Attachment B

- 4.03 Upon notification, the FBI reserves the right to:
- a. Investigate or decline to investigate any report of unauthorized use;
 - b. Suspend or terminate access and services, including telecommunications links. The FBI will provide the CSO with timely written notice of the suspension. Access and services will be reinstated only after satisfactory assurances have been provided to the FBI by the CJA and Contractor. Upon termination, the Contractor's records containing CHRI must be deleted or returned to the CGA.

5.00 Audit

- 5.01 The FBI is authorized to perform a final audit of the Contractor's systems after termination of the Security Addendum.

6.00 Scope and Authority

- 6.01 This Security Addendum does not confer, grant, or authorize any rights, privileges, or obligations on any persons other than the Contractor, CGA, CJA (where applicable), CSA, and FBI.
- 6.02 The following documents are incorporated by reference and made part of this agreement: (1) the Security Addendum; (2) the NCIC 2000 Operating Manual; (3) the CJIS Security Policy; and (4) Title 28, Code of Federal Regulations, Part 20. The parties are also subject to applicable federal and state laws and regulations.
- 6.03 The terms set forth in this document do not constitute the sole understanding by and between the parties hereto; rather they augment the provisions of the CJIS Security Policy to provide a minimum basis for the security of the system and contained information and it is understood that there may be terms and conditions of the appended Agreement which impose more stringent requirements upon the Contractor.
- 6.04 This Security Addendum may only be modified by the FBI, and may not be modified by the parties to the appended Agreement without the consent of the FBI.
- 6.05 All notices and correspondence shall be forwarded by First Class mail to:

Assistant Director
Criminal Justice Information Services Division,
FBI 1000 Custer Hollow Road
Clarksburg, West Virginia 26306

Attachment B

FEDERAL BUREAU OF INVESTIGATION CRIMINAL JUSTICE INFORMATION SERVICES SECURITY ADDENDUM

CERTIFICATION

I hereby certify that I am familiar with the contents of (1) the Security Addendum, including its legal authority and purpose; (2) the NCIC 2000 Operating Manual; (3) the CJIS Security Policy; and (4) Title 28, Code of Federal Regulations, Part 20, and agree to be bound by their provisions.

I recognize that criminal history record information and related data, by its very nature, is sensitive and has potential for great harm if misused. I acknowledge that access to criminal history record information and related data is therefore limited to the purpose(s) for which a government agency has entered into the contract incorporating this Security Addendum. I understand that misuse of the system by, among other things: accessing it without authorization; accessing it by exceeding authorization; accessing it for an improper purpose; using, disseminating or re-disseminating information received as a result of this contract for a purpose other than that envisioned by the contract, may subject me to administrative and criminal penalties. I understand that accessing the system for an appropriate purpose and then using, disseminating or re-disseminating the information received for another purpose other than execution of the contract also constitutes misuse. I further understand that the occurrence of misuse does not depend upon whether or not I receive additional compensation for such authorized activity. Such exposure for misuse includes, but is not limited to, suspension or loss of employment and prosecution for state and federal crimes.

Contractor

TechShare Local Government Corporation



Signature of Contract Representative

November 1, 2024

Date

Rebecca L. Lewis, Executive Director
Printed Name and Title