



**COMMISSIONERS COURT
COMMUNICATION**

COURT ORDER NUMBER 145613
PAGE 1 OF 11
DATE: 8/5/2025

**SUBJECT: CONSIDERATION OF A PROJECT ADDENDUM BETWEEN TARRANT
COUNTY AND TECHSHARE LOCAL GOVERNMENT CORPORATION**

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

COMMISSIONERS COURT ACTION REQUESTED

It is requested that the Commissioners Court consider a Project Addendum between Tarrant County and TechShare Local Government Corporation

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 the TechShare Court system.

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

On May 10, 2022, the Commissioners Court, through Court Order #138047, approved the TechShare.Court Resource Sharing Addendum establishing ongoing maintenance and operations for the system via the TechShare.Court System Support Plan.

The purpose of this Project Addendum is to enable TechShare to evaluate and refine its long-term technology roadmap, product positioning, and operational sustainability with direct support from Mr. André Mendes, a current County employee and head of the County's Information Technology Department.

Mr. Mendes will serve as a consultant to TechShare in selecting a Vendor and during the term of contract between TechShare and the Vendor. Following conclusion of contract between TechShare and Vendor, Mr. Mendes will assist TechShare in implementing Vendor recommendations which have been agreed to by TechShare and the County. Mr. Mendes' service as a consultant will be complete upon earlier of the implementation of Vendor's recommendations to the mutual satisfaction of TechShare and County or termination of this SOW or Project Addendum.

The objective of Vendor's engagement is to support TechShare in developing a forward-looking strategy for its technology platforms by engaging a qualified third-party organization to conduct comprehensive market, legal, and strategic analyses.

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

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



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FISCAL IMPACT

The total projected cost/budget for the Vendor's services and deliverables is \$150,000. Funding is available in account 45100-2025/1810220000/540000.

TechShare Local Government Corporation will invoice Tarrant County for Project Costs upon approval of this Addendum by the Tarrant County Commissioner's Court. Payment is due thirty (30) days following approval of this Addendum and in advance of beginning the project.

TechShare Local Government Corporation will repay Tarrant County for this project, with interest on the PrePaid Costs at the rate of one half (1/2) of the Prime Rate from the date the project is funded. TechShare Local Government Corporation will provide ongoing credits towards annual use fees (Operations and Maintenance), reducing Tarrant County payments until the full balance of this project is extinguished. Full repayment will occur no later than December 31, 2028.

TechShare Local Government Corporation and Tarrant County

Project Addendum (“Addendum”)

1. Background and Purpose

- 1.1. Tarrant County is a participant in the Master Interlocal Agreement for TechShare.
- 1.2. This Addendum is entered into by and between the TechShare Local Government Corporation (TechShare) and Tarrant County pursuant to the Master Interlocal Agreement for Stakeholder Participation in the TechShare Program effective on January 1, 2019, for the purposes of retaining a third-party vendor (Vendor) to perform a strategic review for TechShare and the implementation of the Vendor recommendations.

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. Project: the project to retain a third-party vendor to perform a strategic review of TechShare pursuant to this Addendum to the TechShare Master ILA.
- 2.2. Master ILA: The Master Interlocal Agreement for Stakeholder Participation in the TechShare Program which was effective on January 1, 2019
- 2.3. Tarrant County: Tarrant County is defined as all local governments executing this Addendum.
- 2.4. Parties: Parties is defined as Tarrant County and TechShare LGC.

3. Term of Addendum

- 3.1. This Addendum shall be effective from the date it is executed by both parties through the completion of the scope of work as set forth in Attachment A, which is incorporated in this agreement by reference.

4. Project Workplan and Budget

- 4.1. The project approach, schedule, staffing, oversight, and budget are set forth in Attachment A.

5. Role and Responsibilities of TechShare

- 5.1. TechShare will not provide services beyond the scope of work and time estimates established by this Addendum. TechShare will negotiate in good faith with Tarrant County to amend this Addendum to accommodate changes to the Addendum’s scope of work and time estimates, in the event either will be exceeded.
- 5.2. The TechShare Team will comply with all rules and regulations regarding appropriate use of Tarrant County property, including Tarrant County facilities. Tarrant County shall provide such rules and regulations to TechShare in writing.

6. Compensation of TechShare

- 6.1. TechShare shall be compensated as set forth in Attachment A.

- 6.2. Payments as set forth in the Project Budget included in Attachment A are due from Tarrant County as specified in the Payment Schedule.

7. Miscellaneous

- 7.1. This Addendum may not be amended except in a written instrument specifically referring to this Addendum and signed by the Parties hereto.
- 7.2. 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.
- 7.3. 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.
- 7.4. 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 Tarrant County, 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.
- 7.5. This Addendum together with the Master ILA contains the entire understanding of and between the Parties, with respect to the subject matter hereof and supersedes all prior representations.
- 7.6. 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.
- 7.7. Tarrant County and TechShare 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.

8. Attachments Incorporated

- 8.1. Attachment A: Statement of Work is incorporated into this Addendum as if fully set forth herein.

[Signature Page to Follow]

COUNTY OF TARRANT

By: _____

Title: _____

Date: _____

ATTEST:

By: _____

Title: _____

TECHSHARE LOCAL GOVERNMENT CORPORATION

BY: _____

Title: Executive Director

Date: _____

Name and Address for Purposes of Notice:

Executive Director
TechShare Local Government Corporation
450 Century Parkway, Suite 250
Allen, Texas 75013

TechShare Local Government Corporation

Project: TechShare Strategic Review

ATTACHMENT A: STATEMENT OF WORK

TARRANT COUNTY

Introduction

This Statement of Work ("SOW") establishes a shared understanding between TechShare and Tarrant County regarding the purpose, scope, and collaborative expectations for a strategic consulting engagement. The intent of this engagement is to enable TechShare to evaluate and refine its long-term technology roadmap, product positioning, and operational sustainability with direct support from Mr. Andres Mendes, a current County employee and head of the County's Information Technology Department. Tarrant County has made significant financial contributions to TechShare and continues to rely on its suite of software platforms, including but not limited to TechShare Prosecutor, Juvenile, Courts, Jail, Public Safety Assessment (PSA), Mental Health Alerts, and Magistration—to support critical government functions. With a shared interest in TechShare's continued success and in the potential for recouping software development investments through sales to other governmental entities, the County and TechShare have agreed to assess the organization's competitive positioning, market value, and future growth strategies. To that end, TechShare will engage a mutually agreeable third-party vendor to conduct a comprehensive evaluation of the platform and its opportunities (Vendor). Mr. Mendes, in his capacity as a consultant to TechShare, will lead the effort to identify and oversee the Vendor, guide the execution of its deliverables, and ensure actionable outcomes are developed and presented. This SOW outlines the deliverables, responsibilities, and acceptance criteria that will govern this initiative to ensure transparency, alignment, and measurable results.

Scope of Work

Mr. Mendes will serve as a consultant to TechShare during the process of selecting the Vendor and throughout the term of the resulting contract between TechShare and the Vendor. Following the conclusion of the contract between TechShare and the Vendor, Mr. Mendes will assist TechShare in implementing the recommendations of Vendor which have been agreed to by TechShare and the County. Mr. Mendes' service as a consultant will be complete upon the earlier of the implementation of the Vendor's recommendations to the mutual satisfaction of TechShare and the County or termination of this SOW or Project Addendum. During his service as a consultant to TechShare, Mr. Mendes is authorized by the County to use normal County office resources for the benefit of TechShare, including his physical office space, phone, computer, printer, and other general office supplies. In addition, Mr. Mendes may carry out actions as a consultant for TechShare during County business hours.

Objectives

The objective of this Vendor engagement is to support TechShare in developing a forward-looking strategy for its technology platforms by engaging a qualified third-party organization to conduct comprehensive market, legal, and strategic analyses. Acting as a Consultant, Mr. Andres Mendes will oversee the identification, contracting, and supervision of the Vendor, followed by implementation of the Vendor's recommendations, ensuring alignment with TechShare's goals and the County's long-term interests. This initiative aims to provide actionable insights into TechShare's competitive position, market value, legal considerations, and sustainable growth opportunities, culminating in the delivery of strategic recommendations to TechShare's governing Board for informed decision-making and future roadmap planning.

TechShare Local Government Corporation

Project: TechShare Strategic Review

ATTACHMENT A: STATEMENT OF WORK

TARRANT COUNTY

Project Tasks

Phase 1: Vendor Identification & Contracting

- Identify qualified organizations with expertise in:
 - Identifying competitive landscape and market strategy evaluation
 - Legal analysis for tech-related initiatives
 - Strategic growth and sustainability planning
- Develop and issue RFP (Request for Proposal) or similar solicitation
- Review and evaluate proposals based on technical, legal, strategic, and financial criteria
- Select the most suitable organization and negotiate contract terms
- Finalize and execute the contract with Vendor

Phase 2: Oversight & Strategic Direction

- Provide strategic direction and clarify project scope to selected organization
- Establish performance expectations and key deliverables
- Approve work plans and timelines

Phase 3: Evaluation & Analysis Oversight

Ensure the Vendor completes detailed analysis in the following areas:

Market & Competition:

- Evaluate TechShare's platform relative to competitors
- Assess competing entities' market strategies and organizational profiles

Business & Strategy:

- Analyze TechShare's current market value
- Evaluate application portfolio and market share
- Recommend go-to-market strategy enhancements

Legal & Compliance:

- Assess legal implications of various future actions or dispositions
- Strategic Planning
- Present options for long-term growth and financial sustainability

Contract Performance Ensured By:

- Monitoring performance and adherence to timelines
- Reviewing interim deliverables and provide feedback

Phase 4: Contract Management & Reporting

- Ensure final Vendor deliverables are complete and meet objectives
- Prepare briefing materials for the TechShare Board
- Present final analysis and recommendations to the Board
- Assist with implementation of any Vendor recommendations agreed upon by TechShare and the County

TechShare Local Government Corporation

Project: TechShare Strategic Review

ATTACHMENT A: STATEMENT OF WORK

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Timeline/Schedule

The timeline for this project has been estimated at twelve (12) months.

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.

Task / Activity	Mr. Mendes	TS ED	TS Board	Selected Vendor
Define project scope and evaluation criteria	A/R	I	I	N/A
Develop and issue RFP / vendor solicitation	A/R	I	I	N/A
Evaluate vendor proposals and select finalist	A/R	I	I	N/A
Negotiate and execute vendor contract	A/R	I	I	R (signs)
Establish deliverables and project milestones	A/R	I	I	R
Oversee vendor's strategic, legal, and market evaluations	A	I	I	R
Analyze findings and validate conclusions	A	I	I	R
Draft and deliver final board presentation	A/R	I	I	C
Support implementation of approved recommendations	R	I	A	R

Change Management Process

By following a structured change management process, 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 Tarrant County to develop a Change Request for review and approval in advance of deviating from the original scope or timeline of this project.

Assumptions and Constraints

- The County supports Mr. Mendes's role and permits the use of County resources for his consultant duties without additional compensation.
- Key stakeholders, including TechShare leadership and the Vendor, will collaborate effectively and maintain open communication.
- The Vendor and Mr. Mendes will have timely access to all necessary data, documents, and personnel to complete the analysis.
- The TechShare Board is actively engaged and available to review findings and consider recommendations.
- There are qualified external organizations available and willing to take on the evaluation work within the project's timeframe.
- The Vendor will conduct its evaluation objectively, without conflicts of interest.

TechShare Local Government Corporation

Project: TechShare Strategic Review

ATTACHMENT A: STATEMENT OF WORK

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- Mr. Mendes must complete consultant duties within the constraints of his regular County employment, balancing these with other responsibilities.
- Neither Mr. Mendes nor the County will receive separate payment for services rendered to TechShare.
- Only existing County-provided resources (e.g., office, phone, computer) may be used—no additional funding or assets are allocated for Mr. Mendes’s consulting services.
- The Vendor’s analysis must stay within the areas defined by the contract (e.g., market strategy, legal review, tech evaluation).
- Recommendations must align with TechShare’s legal and governance structures; implementation is subject to Board approval.
- Vendor selection and contracting must comply with relevant public procurement laws and regulations.

Deliverables

- From Mr. Mendes:
 - Identification and recommendation of a qualified organization with expertise in technology strategy, market research, legal analysis, and business development.
 - Facilitation of the execution of a contract between TechShare and the Vendor.
 - Establish project goals, milestones, and timelines with the Vendor.
 - Assist with implementation of Vendor recommendations agreed upon by TechShare and the County.
- From Vendor
 - Market analysis comparing TechShare's platform with existing competitors.
 - Evaluation of market presence and go-to-market strategies of peer organizations.
 - Assessment of TechShare’s current application portfolio and its market value.
 - Legal analysis covering possible business dispositions or restructuring.
 - Strategic options report identifying actionable pathways for growth and sustainability.
- From Mr. Mendes with Assistance of Vendor
 - Development of synthesized final briefing to the TechShare Board, including key findings and recommendations.

TechShare Local Government Corporation

Project: TechShare Strategic Review

ATTACHMENT A: STATEMENT OF WORK

TARRANT COUNTY

Compensation

All obligations and financial commitments related to Mr. Mendes' services arising under this SOW shall be fulfilled exclusively from current revenues legally available to each Party. No provision in this SOW shall be construed to create a debt or a pledge of future revenues in violation of the Texas Constitution or applicable fiscal regulations. The Parties acknowledge that:

- Each will perform its respective responsibilities and bear associated costs solely from current, budgeted funds available for the present fiscal year.
- Neither Party is obligated to continue funding beyond the scope or term of this Agreement unless subsequently authorized by separate agreement and appropriation.
- No compensation shall be provided to Mr. Mendes or the County for consulting services performed under this Agreement; Mr. Mendes shall remain a salaried employee of Tarrant County.
- Any costs incurred by either Party shall be limited to expenses reasonably necessary for the execution and administration of this Agreement and must be pre-approved in writing, where applicable.

Project Budget and Funding for Vendor:

- The total projected cost/budget for the Vendor's services and deliverables is \$150,000. TechShare Local Government Corporation will invoice Tarrant County for Project Costs upon approval of this Addendum by their Commissioner's Court. Payment is due thirty (30) days following approval of this Addendum and in advance of beginning the project.
- TechShare Local Government Corporation will repay Tarrant County for this project, with interest on the Pre-Paid Costs at the rate of ½ of the Prime Rate from the date the project is funded. TechShare Local Government Corporation will provide ongoing credits towards annual use fees (Operations and Maintenance), reducing Tarrant County payments until the full balance of this project is extinguished. Full repayment will occur no later than December 31, 2028.

Project Budget and Funding Implementation of Vendor Recommendations:

- The budget for the implementation of the Vendor recommendations will be determined after TechShare receives the recommendations and the recommendations are approved by the TechShare Board of Directors.
- Funding and cost allocation and payment terms for the implementation of the Vendor recommendations will be set forth in an amendment to this SOW after discussion and determination by the TechShare Board of Directors.