

TechShare.Jail Resource Sharing Addendum

1. Purpose

- 1.1. This Resource Sharing Addendum for the TechShare.Jail (hereinafter “this Addendum”) is an addendum to the Master Interlocal Agreement for Stakeholder Participation in TechShare.
- 1.2. This Addendum is entered into by 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. Board of Directors: The Board of Directors of TechShare LGC
- 2.2. Maintenance: Maintenance is defined as those services provided to maintain TechShare.Jail in good working order, to keep it current with technology evolutions, to modify functionality to meet changes to legal or regulatory requirements, and to enhance functionality as agreed by the Participants from time to time.
- 2.3. Master ILA: The Master Interlocal Agreement for Stakeholder Participation in TechShare, Version 3, 20190101.
- 2.4. Participants: Participants is defined as all local governments executing this Addendum.
- 2.5. Parties: Parties is defined as the Participants and TechShare LGC.
- 2.6. Production Version: Production Version is defined as that version of TechShare.Jail that is made available for use by Participants.
- 2.7. Stakeholder Committee: Stakeholder Committee means the Stakeholder Committee for TechShare.Jail, as provided for in the Master ILA.
- 2.8. TechShare.Jail: TechShare.Jail is defined as the full-featured jail management system, including all versions, to be utilized by the Participants.

3. Maintenance of TechShare.Jail

- 3.1 TechShare.Jail will be maintained to comply with, and to identify defects in accordance with, the TechShare.Jail System Support Plan, the current version of which can be found at the following URL:

<https://techshare.atlassian.net/wiki/spaces/JAIL/pages/2340094228/TechShare.Jail+Production+Support+Plan>
- 3.2 After review by the Stakeholder Committee, the Board of Directors may approve changes to the TechShare.Jail System Support Plan. In the event of unexpected changes to costs mid-budget year associated with the TechShare.Jail System Support Plan, the Stakeholder Committee shall suggest revisions to permit compliance within the approved budget. If the System Support Plan is revised as permitted herein, TechShare LGC will send a communication with a link to the revised System Support Plan to all Participants.

- 3.3 TechShare LGC will provide an issue tracking system in order to support the reporting of issues and defects in the Production Versions of TechShare.Jail.
- 3.4 TechShare LGC will develop, publish and maintain an operations guide that will be used to manage issues and defects reported by the Participants.
- 3.5 When reporting issues, Participant will be required to define the severity level as determined by the Participant's tier 1 support team using the following criteria:
 - 3.5.1 Severity Level 1 – Critical, defined as a problem or outage that directly impedes a Participant's ability to carry out essential business functions.
 - 3.5.2 Severity Level 2 – Urgent, defined as an issue or problem that hampers a Participant's use of a function, but does not prevent the Participant from carrying out essential business functions. Deemed a high priority item for attention.
 - 3.5.3 Severity Level 3 – Normal, defined as a defect or issue that, if corrected, would improve the use or functionality of the system. Deemed as a low priority.
- 3.6 With the exception of severity level 1 issues, TechShare LGC has the authority to reclassify the severity level of a reported issue and will ensure that all active service requests, including severity levels, are made available for Participants to view through the issue tracking system.
- 3.7 In the case of a severity level 1 issue, TechShare LGC may not reclassify the issue without first notifying the Participant, in writing, of the rationale for such a modification and obtaining the written consent of the Participant. If the TechShare LGC and the Participant are unable to agree to the reclassification of the item, the process described in Section 4.8, below, must be invoked to resolve the disagreement.
- 3.8 If a Participant disagrees with a severity level or service determination made by TechShare LGC, the Participant may request a conference, to occur as expeditiously as reasonably possible for the parties, between the TechShare Development Manager and the IT Director of the Participant (or designee) for the purpose of discussing the severity level or service determination and attempting to resolve the disagreement.
- 3.9 If the conference as provided in 3.8. does not resolve a disagreement regarding a severity level or service level determination made by TechShare LGC, the Participant may have its Representative contact the Chairman of the Stakeholder Committee for the purpose of appealing the determination.
 - 3.9.1 The Chairman of the Stakeholder Committee shall call for a Stakeholder Committee meeting to discuss the appeal as expeditiously as reasonably possible for members of the Stakeholder Committee.
 - 3.9.2 The decision of the Stakeholder Committee shall be final.

4. TechShare.Jail Funding Formula

- 4.1. The funding formula for TechShare.Jail shall be based on population.
- 4.2. Each Stakeholder's percentage of the Capital Costs of TechShare.Jail shall be equal to the percentage that the Stakeholder's population represents of the total population of all Stakeholders. For this calculation of Capital Costs, population figures from the 2010 decennial census will be used. The initial Capital Costs for TechShare.Jail effective February 16, 2022 are:

| Funding Counties | Total Capital Value |
|-------------------------|----------------------------|
| Dallas | \$ 6,907,858.65 |
| Midland | \$ 436,958.38 |
| Tarrant | \$ 6,955,376.01 |
| Total | \$ 14,300,193.03 |

- 4.3. Each Stakeholder's percentage of the other costs of TechShare.Jail shall be equal to the percentage that the Stakeholder's population represents of the total population of all Stakeholders. For this calculation of, decennial census figures or annual census estimates as published by the Texas Demographic Center, whichever is most recent as of March 1 immediately preceding the start of the budget period, will be used.

5. Access to Source Code

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

6. Confidentiality and Security of Data

- 6.1. Some of the Information within TechShare.Jail is "criminal history record information" under Chapter 411, Texas Government Code; and 28 C.F.R. Part 20.
- 6.2. TechShare LGC has executed, and will comply with, the Criminal Justice Information Services Security Addendum, Attachment A.
- 6.3. Each Party is responsible for ensuring its employees and other persons accessing data within TechShare.Jail are authorized to do so, and will use such data only as is legally permitted.
- 6.4. Participants agree that the following terms and conditions apply to the Participants and their representatives regarding access to the criminal history record information maintained in TechShare.Jail:
 - 6.4.1. Participants and their representatives acknowledge and agree that the purpose of access to TechShare.Jail and data therein is to perform justice system related functions.
 - 6.4.2. All users of TechShare.Jail will be required, at the time of log-in, to acknowledge (a) the legal restrictions placed on access to and use of information maintained in TechShare.Jail; (b) that use of TechShare.Jail may be monitored, recorded and audited without the knowledge of users; and (c) that unauthorized access to or use of information may result in immediate revocation of a user's access, as well as reporting to appropriate authorities.
 - 6.4.3. Participants understand that access to, and transmission of, any data or material deemed to be a violation of any federal, state, or local law or agency administrative rules is prohibited.
 - 6.4.4. Participants shall not access or distribute any information that is deemed confidential under applicable federal or state statutes or rules, unless disclosure is specifically authorized by law.
 - 6.4.5. Participants shall safeguard access to TechShare.Jail and shall not provide access capabilities to anyone for any reason, unless authorized by law.

7. Participant Access to Information

- 7.1. TechShare LGC 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:
 - 7.1.1. the Master ILA and this Addendum;
 - 7.1.2. periodic approved budgets and cost allocations;
 - 7.1.3. the "backlog" of requested enhancements, and any ranking of priorities of backlog items as recommended by the Technical Committee and approved by the Stakeholder Committee;
 - 7.1.4. list of Participants;
 - 7.1.5. information regarding Stakeholders' Pre-Paid Costs, Capital Costs, and reimbursements of those costs;

- 7.1.6. contracts with vendors providing goods or services directly for a Participant;
 - 7.1.7. the TechShare.Jail System Support Plan;
 - 7.1.8. feature definitions, design documents and other technical plans proposed for consideration;
 - 7.1.9. training manuals and other training material;
 - 7.1.10. records of expenditures; and
 - 7.1.11. documents presented at Stakeholder Committee meetings and Board of Directors meetings which pertain to TechShare.Jail, and corresponding meeting minutes.
- 7.2. As information is replaced with more current versions, old information will be compiled in archive folders and will remain available to Participants.

8. Miscellaneous

- 8.1. This Addendum may not be amended except in a written instrument specifically referring to this Addendum and signed by the Parties hereto.
- 8.2. 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.
- 8.3. 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. Termination

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

10. Attachment Incorporated

- 10.1. The following attachment is incorporated in this Addendum as if fully set forth herein:
 - 10.1.1. Attachment A: Criminal Justice Information Services Security Addendum.

11. Multiple Counterparts

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.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

SIGNED AND EXECUTED this _____ day of _____, 2022.

**COUNTY OF TARRANT
STATE OF TEXAS**

By: _____
B. GLEN WHITLEY
County Judge

APPROVED AS TO FORM:

Criminal District Attorney's Office*

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

CERTIFICATION OF FUNDS IN THE AMOUNT OF \$ _____

AUDITOR Date: _____

Acknowledgement of Tarrant County's Participation in TechShare.Jail:

TECHSHARE LGC

BY: _____
Title: Executive Director
Date: 2.9.2022

TECHSHARE LOCAL GOVERNMENT CORPORATION

BY:  _____

Title: Executive Director

Date: 2.9.2022

Name and Address for Purposes of Notice:

John B. Dahill
500 W. 13th Street
Austin, TX 78701

ATTACHMENT A
FEDERAL BUREAU OF INVESTIGATION CRIMINAL
JUSTICE INFORMATION SERVICES SECURITY
ADDENDUM

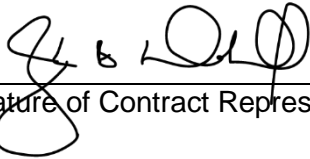
CERTIFICATION

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

03/28/2022

Date

John B. Dahill, Executive Director

Printed Name and Title