

# TechShare.Court Resource Sharing Addendum

## 1. Purpose

- 1.1. This Resource Sharing Addendum for the TechShare.Court (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.Court 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 as set forth herein.
- 2.3. Master ILA: The Master Interlocal Agreement for Stakeholder Participation in TechShare, Version 3, 20190101.
- 2.4. Participants: Participants is defined as all governmental entities 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.Court that is made available for use by Participants.
- 2.7. Stakeholder Committee: Stakeholder Committee means the Stakeholder Committee for TechShare.Court, as provided for in the Master ILA.
- 2.8. TechShare.Court: TechShare.Court is defined as the full-featured Court Case Management System, including all versions, to be utilized by the Participants.

## 3. Maintenance of TechShare.Court

- 3.1. TechShare.Court will be maintained to comply with, and to identify defects in accordance with, the TechShare.Court System Support Plan, the current version of which can be found at the following URL:  
<https://techshare.atlassian.net/wiki/spaces/TC/pages/1058799722/TechShare+Court+Production+Support+Plan>
- 3.2. After review by the Stakeholder Committee, the Board of Directors may approve changes to the TechShare.Court System Support Plan. In the event of unexpected changes to costs mid-budget year associated with the TechShare.Court System Support Plan, the Stakeholder Committee shall suggest revisions to permit compliance within the approved budget.
- 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.Court.

- 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 3.8, 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.Court Funding Formula**

- 4.1. The funding formula for TechShare.Court shall be based on population.
- 4.2. Each Stakeholder's percentage of the Capital Costs of TechShare.Court 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.
- 4.3. Each Stakeholder's percentage of the other costs of TechShare.Court 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**

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

## **6. Participant Access to Information**

6.1. TechShare LGC shall make available to Participants the following information:

- 6.1.1. the Master ILA and this Addendum;
- 6.1.2. periodic approved work plans, budgets, and cost allocations;
- 6.1.3. list of participants;
- 6.1.4. information regarding Stakeholders' Pre-Paid Costs, Capital Costs, and reimbursements of those costs;
- 6.1.5. the TechShare.Court System Support Plan;
- 6.1.6. feature definitions, design documents and other technical plans proposed for consideration;
- 6.1.7. training manuals and other training material;
- 6.1.8. records of expenditures;
- 6.1.9. and documents presented at Stakeholder Committee meetings and Board of Directors meetings which pertain to TechShare.Court, and corresponding meeting minutes.

6.2. As information is replaced with more current versions, old information will be compiled in archive folders and will remain available to Participants.

## **7. Miscellaneous**

- 7.1.1. This Addendum may not be amended except in a written instrument specifically referring to this Addendum and signed by the Parties hereto.
- 7.1.2. 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.
- 7.1.3. 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.
- 7.1.4. 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.

## **8. Termination**

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.

## **9. 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.

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**COUNTY OF MIDLAND**

**ATTEST:**

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Acknowledgement of Midland County's Participation in TechShare.Court:

**TECHSHARE LGC**

BY:  \_\_\_\_\_

Title: Executive Director

Date: 11.29.2021 \_\_\_\_\_

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.Court:

**TECHSHARE LGC**

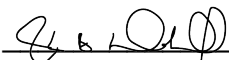
BY:  \_\_\_\_\_

Title: Executive Director

Date: 11.29.2021 \_\_\_\_\_



**TECHSHARE LOCAL GOVERNMENT CORPORATION**

BY: 

Title: Executive Director

Date: 11.29.2021

**Name and Address for Purposes of Notice:**

Executive Director  
500 W. 13<sup>th</sup> Street  
Austin, TX