

TechShare.Agenda Management Development Project Addendum

1. Background and Purpose

- 1.1. This Development Project Addendum for the development of TechShare.Agenda Management (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. Development Project: The project to develop TechShare Agenda pursuant to the Project Addendum to the TechShare Master ILA for the Development TechShare.Agenda Management
- 2.2. Master ILA: The Master Interlocal Agreement for Stakeholder Participation in the TechShare 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 Environment: Production Environment is defined as the TechShare Azure CJIS Compliant Government Tenant designed to operate TechShare.Agenda Management for Participants.
- 2.6. Production Version: Production Version is defined as that version of TechShare.Agenda Management that is made available for use by Participants.
- 2.7. TechShare.Agenda Management: TechShare.Agenda Management is defined as the full-featured agenda compilation and management system, including all versions, to be utilized by the Participants.

3. Term of Addendum

- 3.1. This Addendum shall be effective from the date it is approved by all of the Parties through the completion of the scope of work as set forth in Attachment A.

4. TechShare.Agenda Management Funding Formula

- 4.1. The funding formula for TechShare.Agenda Management shall be based on population.

- 4.2. Each Participant's percentage of the costs of development of TechShare.Agenda Management shall be equal to the percentage that the Participant's population represents of the total population of all Participants. For this calculation, population figures from the 2020 decennial census will be used.

5. Role and Responsibilities of TechShare LGC

- 5.1. TechShare will not provide services beyond the scope of work and time estimates established by this Addendum. TechShare LGC will negotiate in good faith with 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.
- 5.2. The TechShare LGC team will comply with all rules and regulations regarding appropriate use of Participants' property, including Participants' facilities. Participants shall provide such rules and regulations to TechShare LGC in writing.
- 5.3. TechShare LGC shall limit access to Participants' confidential, proprietary information solely to those persons or entities to whom such disclosure is necessary to perform the purposes stated herein.
 - 5.3.1. TechShare LGC agrees that under no circumstances shall TechShare LGC permit disclosure, access, distribution, copying, review, or examination of Participants' confidential or proprietary information by any other party not authorized herein.
 - 5.3.2. 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 Participants' confidential or proprietary information.
 - 5.3.3. TechShare LGC shall require all contractors to commit to the same responsibilities regarding Tarrant County's confidential or proprietary information as borne by TechShare LGC under this Addendum.

6. Compensation of TechShare LGC

- 6.1. TechShare LGC 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 Participants as specified in the Payment Schedule.

7. Access to Source Code

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

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.
- 8.4. 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 a licensed attorney that is an experienced mediator and is located in Travis 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.
- 8.5. This instrument contains the entire agreement between the Parties relating to the rights granted and the obligations assumed. Any prior agreements or representations not expressly set forth in this Addendum are of no force.
- 8.6. 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.
- 8.7. 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.

9. Attachments Incorporated

- 9.1. Attachment A: Development Project Work Plan, is incorporated in this Addendum as if fully set forth herein.

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.

[Signature Page to Follow]

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: _____

SIGNED AND EXECUTED this _____ day of _____, 2022.

**COUNTY OF BELL
STATE OF TEXAS**

By: _____
DAVID BLACKBURN
County Judge

SIGNED AND EXECUTED this _____ day of _____, 2022.

TECHSHARE LOCAL GOVERNMENT CORPORATION

By: _____

John B. Dahill
Executive Director

Name and Address for Purposes of Notice:

Executive Director
TechShare Local Government Corporation
500 W. 13th Street
Austin, TX 78701



TechShare.Agenda Management

Attachment A: Development Project Work Plan

October 14, 2022

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Overview

The project approach is structured to ensure TechShare.Agenda Management includes the required functionality to improve access to information, streamlining agenda preparation and meeting management processes for Participants.

As part of that focus, the team will ensure development of required features, existing business processes, forms and reports usage are understood and the changes to the organizations, processes, training, and roles are communicated

Participants and the TechShare Local Government Corporation will work collaboratively to:

- Deliver TechShare.Agenda on a hosted web-based application platform within four (4) months of project initiation.
- Validate customer satisfaction by the bi-weekly delivery of features via the standard two-week sprints that are part of TechShare's proven application development methodology.
- Measure progress primarily through working software.

Project Understandings

- Participating County resources will be available to work with TechShare as part of the collaborative development team.
- Solution will be developed for deployment to TechShare CJIS Compliant TechShare Microsoft Azure Government Cloud.
- The annual Maintenance and Operations proposed by TechShare will include storage for the historical, current, and anticipated meeting agendas and links.
- Participating Counties will provide office space, meeting room facilities and network connectivity including Internet access to the project team as needed.
- A change control process will manage additions or changes to the project scope.

Development Understandings

- The solution will allow departments to collaborate in the creation, management and posting of agendas for Commissioners Court, Boards and Commissions.
- The solution will utilize Microsoft Word and features within.
- The solution will provide the functions necessary to upload and replace draft agenda items.
- The solution will be configurable so that county users can designate Court Order numbers and the format of Agendas as well as other configurable system settings.
- The solution will allow for one or more approvals based on roles and permissions.
- The solution will allow users to view agendas items which have been submitted.
- The solution will allow for electronic signature and file mark.
- The solution will provide the ability to record roll call and votes on Commissioners Court Agenda items.
- The solution will allow users to view agendas items which have been submitted.
- The solution will allow users to search archived and current court orders using a text search.

Integration

- 3rd Party web streaming provider YouTube

Software & Hardware Specifications

Third-Party Software

N/A

Network Requirements

At minimum, its recommended that the network operate at the following speed:

Transaction Type	Network Speed
Application Usage	Minimum 10 mbps

Hardware Requirements

It is recommended that users operate the application on a machine with the following minimum specifications:

Specification	Minimum
Windows 7 Pro	63-bit I3 or greater processor
Random Access Memory (RAM)	4GB
Hard Drive (HD)	80GB

Supported Browsers

- Chrome
- Firefox
- Microsoft Edge

Project Plan

Phases

Project Initiation

The beginning of the project will include a Kick-Off Meeting with the both TechShare and Participant staffs to review project scope, plan, expectations, and deliverables. Through a collaborative process with Participant staff, TechShare staff will revise the project plan and schedule, as necessary.

Business Analysis

Developing technical solutions begins with defining, analyzing, and documenting requirements. During this stage, the project team will document how processes and procedures currently operate and how the processes and procedures will function following implementation. All required forms and reports will be configured in the system.

Technical Analysis & Development

This phase includes configuring the application infrastructure and development of the system.

Stakeholder Checkpoints

Stakeholder checkpoints will be scheduled to provide project status updates and ensure alignment between the project team and Participants.

Milestone Dates

Weeks may not be sequential. Schedule subject to change based on discussions with Participants.

Milestone	Month
Provide Orientation	
Review Current Business Processes	1 - 2
Develop Agenda Management for Commissioner's Courts	1 - 2
Develop Agenda Management for Boards & Commissions	2 - 3
Develop Departmental Verification and Approval Workflow	2 - 3
Develop Electronic Signatures	2 - 3
Review and Refine Agenda Management Configuration	3
Training - Train the Trainer	3
Training – User Guides	4
Roles, Permissions, Signatures and Workflow Configuration	4
Smoke Test Complete	4

Training

Training Approach

TechShare staff will develop and provide train the trainer specific training materials to be used as part of go-live training. During subsequent implementation projects, TechShare will ensure the training materials are up to date and inclusive of newly developed software features.

Resources

Below is the list of resources and roles recommended for Training:

Company	Source	Description
Project Lead	TechShare	<ul style="list-style-type: none">• Monitors development to ensure developed functionality meets expectations and needs of Participants.• Ensures timely completion of Deliverables.
Trainer	TechShare	<ul style="list-style-type: none">• Uses course outline to compile core content into custom training material.• Adds county-specific information to training materials as needed.
County Power Users	Participating Counties	<ul style="list-style-type: none">• Consult with TechShare to ensure developed functionality meets expectations and needs of Participants.• Power users typically exist in each distinct business unit, assist with end user training, and provide additional support specific to business unit job functions.• At least one power user for a given role defined at a job location.

Project Budget

The following describes the Resources, contingency, and travel costs for development of TechShare.Agenda Management:

TechShare Resource	Tasks	1	2	3	4	Total	
Project Lead	Project and Product Management	24	24	12	12	72	
Senior Business Analyst	Requirements, Process Change, Configuration & Training	80	20	20	20	140	
Developer	Development, Technical Services	400	450	200	50	1100	
DBA	Data Migration	22	22	10	10	64	
Resource Total		526	516	242	92	1376	\$199,520
Contingency 10%							\$ 19,950
	Total Resource Costs						\$219,470
	Travel						\$ 5,000
	Total Development Cost						\$224,470

Any unspent funds will be returned to Participants after the conclusion of the project.

Monthly reports will be prepared for Participants showing the actual expenditures in each area with a forecast of the expected costs at Project conclusion.

Cost Allocation

Project costs are allocated to Participants based on relative population using numbers from the 2020 US Census. The allocation is:

Stakeholder	2020 Population	Percent	Allocation
Tarrant County	2,110,640	85.06%	\$ 190,939.36
Bell County	370,674	14.94%	\$ 33,530.64
TOTAL	2,481,314	100%	\$ 224,470.00

Payment Schedule

TechShare Local Government Corporation will invoice Participants for Project Costs upon approval of this Addendum by their Commissioners Courts. Payment from Participants is due 30 days following approval of this Addendum.

Project contingency funding may only be used with prior approval of the Tarrant County Administrator.

Deliverables

The following describes the deliverables associated to this Project. Note: deliverables may not be sequential and may be delivered sooner than the due date shown.

Deliverable	Description	Due Date
Environment Strategy	Describes the environment strategy that will be used (e.g., Staging, Test, Production)	Month 1
Development	Agenda Management Solution	Month 3
Training Materials	Materials for Train the Trainor	Month 3