

**INTERLOCAL AGREEMENT BETWEEN DENTON COUNTY AND COLLIN  
COUNTY JUVENILE PROBATION DEPARTMENT TO PROVIDE  
TECHSHARE.JUVENILE SOFTWARE UPDATES AND MAINTENANCE AND  
OPERATIONS RELATED SERVICES TO COLLIN COUNTY JUVENILE  
PROBATION DEPARTMENT**

This Interlocal Agreement ("Agreement") is between Denton County ("Denton County"), a political subdivision of the State of Texas, and the Collin County Juvenile Probation Department, acting through the Collin County Juvenile Board, a political subdivision of the State of Texas (collectively, the "Parties"), and shall be effective upon execution by both parties ("Effective Date"). The Parties have reviewed this Agreement and agree to the following:

WHEREAS, Collin County Juvenile Probation Department desires to update its current Juvenile software, to incorporate the TechShare.Juvenile software into its current system and acquire annual maintenance and operational professional services concerning this software;

WHEREAS, Denton County is a member of TechShare Local Government Corporation and utilizes TechShare.Juvenile software to manage its Juvenile Department's operations;

WHEREAS, Denton County also participates as a Stakeholder in TechShare.Juvenile software, and financially contributes annually to the maintenance and operations cost of maintaining that software;

WHEREAS, Collin County Juvenile Probation Department desires to enter into the Agreement in order to receive TechShare.Juvenile software updates and maintenance and operations professional services;

WHEREAS, Denton County will provide these updates and services through a Software as a Service Addendum for TechShare.Juvenile with TechShare Local Government Services;

WHEREAS, any payments or performance required by this Agreement shall come from current revenues legally available to the Parties;

WHEREAS, this Agreement is made pursuant to the authority of Section 791.001 of the Texas Government Code; and

WHEREAS, the subject of this Agreement is necessary for the benefit of the public and each party has the legal authority to perform and to provide the governmental function or service which is the subject matter of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual undertaking hereinafter set forth and for adequate consideration given, the Parties agree to the following:

1. Services. Parties covenant and agree to fully perform, or cause to be performed, with good faith and due diligence, all services consistent with the functions described in this Agreement.
2. Term. The term of this Agreement shall commence upon execution by both Parties and shall remain in full force and effect until January 1, 2026, unless terminated earlier in accordance with this Agreement.
3. Termination. Either of the Parties may terminate this Agreement without cause, by giving thirty (30) days written notice to the other party. Upon termination by either party, Denton County shall return any funds deposited with it by Collin County Juvenile Probation Department in accordance with this Agreement to Collin County Juvenile Probation Department upon payment in full of all outstanding invoices to the TechShare Local Government Corporation.
4. Within forty-five (45) days after receipt of a notice of termination, Denton County agrees to submit an invoice showing, in detail, the services performed under this Agreement up to and including the date of termination.
5. Within thirty (30) days after receipt of a notice of termination, Collin County Juvenile Probation Department will receive a copy of the current source code as well as access to any other software needed to compile and build TechShare.Juvenile.
6. Services. Subject to Denton County entering into a Software as a Service Addendum for TechShare.Juvenile with the TechShare Local Government Corporation for the delivery of these specified services, Denton County will cause the following to be delivered:
  - a. TechShare Local Government Corporation will provide Collin County Juvenile Probation Department with the latest TechShare.Juvenile software as of the effective date of this Agreement.
  - b. TechShare Local Government Corporation will collaborate with Collin County Juvenile Probation Department to implement and operate this software for the Collin County Juvenile Probation Department in the TechShare Azure Government CJIS Compliant Cloud.

- c. Collin County Juvenile Probation Department will pay Denton County the cost of obtaining the latest version of the software, implementation of the software and annual operations and maintenance of the software in the amount as designated by the TechShare Local Government Corporation.
    - d. Parties agree that prior to any services provided in this Agreement, Denton County shall enter into a Software as a Service Addendum for TechShare.Juvenile with TechShare Local Government Corporation to provide those services outlined in the Agreement. If the Software as a Service Addendum for TechShare.Juvenile between Denton County and TechShare Local Government Corporation does not materialize, then Denton County is not obligated to provide any of the services outlined in this Agreement.
  - 7. Production Support. TechShare Local Government Corporation will provide daily twenty-four by seven (24-7) production support for the Collin County Juvenile Department as prescribed in Exhibit A: System Support Plan.
    - a. The Collin County Juvenile Department will designate key Tier 1 and Tier 2 staff to perform the first review and assessment of issues.
    - b. All issues confirmed as a defect or a problem that requires resolution by the TechShare Local Government Corporation will be documented as a problem ticket and opened within JIRA.
    - c. TechShare Local Government Corporation will work directly with Collin County designated representatives to resolve all support issues and requests.
  - 8. Ownership and access to local data. Collin County Juvenile Department retains full ownership of all Collin County Juvenile Department data and attachments within TechShare.Juvenile and will be provided with access to a read-only database for the purposes of writing local reports and reusing Collin County Juvenile Department data.
  - 9. Data Sharing. Section 58.403, Texas Family Code, permits the cross-jurisdictional sharing of information related to juvenile offenders between authorized criminal and juvenile justice agencies and partner agencies.
    - a. The Parties acknowledge and agree that data within TechShare.Juvenile will be accessible by other Parties and entities accessing TechShare.Juvenile, in accordance with access levels set forth in section 58.306, Texas Family Code.
    - b. TechShare LGC may permit the sharing of data between TechShare.Juvenile and the juvenile case management system (JCMS) operated and maintained by the Texas Juvenile Justice Department so long as TJJD agrees to, and requires users of JCMS to agree to, requirements and restrictions on access and use of data from TechShare.Juvenile substantially similar to the
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requirements and restrictions in this Section 4. Collin County Juvenile Probation Department agrees that the requirements and restrictions on access and use in this Section 6 apply to JCMS data.

- c. No exceptions to disclosure under the Public Information Act are waived by the exchange, disclosure, or dissemination of confidential juvenile information under this Addendum. Collin County Juvenile Probation Department agrees that the following terms and conditions apply to the Collin County Juvenile Probation Department and their representatives regarding access to the confidential juvenile information and data maintained in TechShare.Juvenile.
- i. Collin County Juvenile Probation Department and their representatives shall acknowledge and agree that the purpose of access to the juvenile information and data is to perform juvenile justice system related functions.
  - ii. All users of TechShare.Juvenile 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.Juvenile; (b) that use of TechShare.Juvenile may be monitored 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.
  - iii. Collin County Juvenile Probation Department agrees that TechShare.Juvenile shall not be used for any personal purposes, including entertainment, personal business, or personal gain.
  - iv. Collin County Juvenile Probation Department understands 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.
  - v. Collin County Juvenile Probation Department shall not access or distribute any information that is deemed confidential pursuant to Chapter 58, Texas Family Code or other applicable federal or state statutes or rules, unless disclosure is specifically authorized by law.
  - vi. Collin County Juvenile Probation Department shall safeguard access to TechShare.Juvenile and shall not provide access capabilities to anyone for any reason, unless authorized by law.
  - vii. Collin County Juvenile Probation Department understands and acknowledges that violation of the conditions of the terms of this
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agreement may cause the immediate revocation of all access to TechShare.Juvenile granted to the county and/or its representatives.

- viii. Collin County Juvenile Probation Department shall agree that use of TechShare.Juvenile may be monitored or audited by various means, including monitoring or auditing that may occur without the county's knowledge or prior notice.
  - ix. TechShare LGC shall limit access to Collin County Juvenile Probation Department's confidential, proprietary information solely to those persons or entities to whom such disclosure is necessary to perform the purposes stated herein and/or to those persons or entities that are subject to the provisions of this agreement.
  - x. TechShare LGC agrees that under no circumstances shall TechShare LGC permit disclosure, access, distribution, copying, review, or examination of Collin County's confidential or proprietary information by any other party not authorized herein.
  - xi. Confidential, proprietary information provided by a Collin County Juvenile Probation Department shall not be modified or marketed without the written authorization of the Collin County Juvenile Judge.
  - xii. 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 juvenile information.
  - xiii. TechShare LGC shall cooperate with a county to regain possession and/or prevent unauthorized use or disclosure of juvenile information maintained in TechShare.Juvenile.
10. Force Majeure. In the event that either Party is unable to perform any of its obligation under the Agreement or to enjoy any of the benefits because of natural disaster, global pandemic, actions or decrees of governmental bodies or communication line failure not the fault of the affected party (referred to as a "Force Majeure Event"), the party who has been so affected immediately agrees to give notice to the other party and agrees to do everything possible to resume performance. Upon receipt of such notice, the Agreement is immediately suspended. If the period of nonperformance exceeds ten (10) calendar days from the receipt of notice of the force Majeure Event, the Party whose ability to perform has not been affected may terminate the Agreement immediately by giving written notice to the other Party.

11. Cost of Services

Service	Cost
Upgrade to Juvenile Case Management System Rev 24.2.0384	\$136,000
Migration to TechShare Azure CJIS Government Cloud	\$ 43,384
2025 Maintenance and Operations (twelve (12) months) Providing direct operations and support by TechShare Local Government Corporation to the Collin County Juvenile Probation for Juvenile Case Management System production operations and issue management.	\$149,264
<b>Total Costs</b>	<b>\$328,648</b>

12. Notice. Any notice required to be given under the provisions of this Agreement shall be in writing and shall be duly served when it shall have been personally delivered to the address below, or deposited, enclosed in a wrapper with the proper postage repaid thereon, and duly registered or certified, return receipt requested, in a United States Post Office, addressed to either County at the following addresses. If mailed, any notice or communication shall be deemed to be received three (3) days after the date of deposit in the United States Mail. Unless otherwise provided in this Agreement, all notices shall be delivered to the following addresses:

TO DENTON COUNTY:

cio@dentoncounty.gov

TO COLLIN COUNTY JUVENILE  
PROBATION DEPARTMENT:

hhadnot@co.collin.tx.us  
nmoncier@co.collin.tx.us

Either Party may change addresses by giving the other Party ten (10) days written notice.

13. Applicable Law and Venue. This Agreement is governed by the laws of the State of Texas.

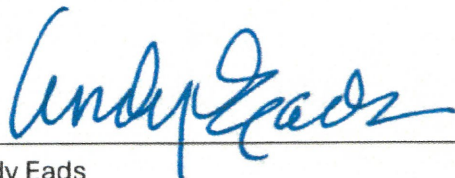
14. Modifications. This instrument contains the entire Agreement between the Parties relating to the rights herein granted and obligations herein assumed. Any oral or written representations or modifications concerning this instrument shall not be effective excepting a subsequent written modification signed by both Parties.



15. Execution. The Agreement may be executed in several counterparts. Each counterpart is deemed as original. All counterparts together constitute one and the same instrument. Each Party warrants that the undersigned is a duly authorized representative with the power to execute the Agreement.

**SIGNED AND EXECUTED this 8th day of October 2024**

**DENTON COUNTY**

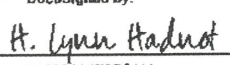


Andy Eads  
County Judge

10/08/2024

Date

**COLLIN COUNTY JUVENILE PROBATION**

DocuSigned by:  
  
246283A4D3D5414  
H. Lynn Hadnot  
Director, Juvenile Probation Services

10/1/2024

Date