

AGENDA PLACEMENT MEMO

TO: Denton County Commissioners Court
FROM: Linda Puckett, Assistant District Attorney
DATE: January 13, 2026

SUBJECT: Approval of 1) Software as a Service Addendum between Denton County and TechShare Local Government Corporation on behalf of the Collin County Juvenile Department pursuant and subject to the Master Interlocal Agreement for Stakeholder Participation in TechShare, 2) Interlocal Agreement (ILA) between Denton County and Collin County Juvenile Probation Department to provide TechShare Juvenile services, and 3) any appropriate action as recommended by Matt Marick, Director of Juvenile Probation, and Kevin Carr, Chief information Officer.

BACKGROUND: The TechShare program was created to help local and state government agencies of Texas realize substantial savings by jointly planning, developing, procuring, operating, maintaining, and enhancing information technology projects, and resources necessary to conduct business for their citizenry. TechShare.Juvenile provides counties and local municipalities with the ability to manage the day-to-day case management tasks for juveniles who are referred to a juvenile department for status or criminal offenses.

Collin County Juvenile Probation, previously a direct participant in TechShare.Juvenile, now operates through an ICA with Denton County. This collaboration benefits Denton County and other participating agencies by including Collin County in regional data sharing for at-risk youth, juveniles who are status offenders, or juveniles who commit criminal offenses. Additionally, it allows for the use of existing features that enable electronic transfer of cases between counties for prosecution or supervision. Collin County will contribute to the overall operational costs, thereby reducing the annual cost for Denton County.

OPERATIONS AND MAINTENANCE: Technology Services will oversee the implementation of this Agreement. TechShare will be responsible for providing software updates and maintenance and operations related services to Collin County Juvenile Probation Department.

LEGAL INFORMATION: Denton County is authorized to enter into the ICA under the Texas Government Code Chapter 791. This agreement is compliant with Texas Family Code section 58.403, related to a cross-jurisdictional juvenile information system.

FINANCIAL IMPACT: There is no financial impact to Denton County. The cost of the TechShare services provided to Collin County Juvenile Probation Department in calendar year 2026 is \$186,200. All costs for 2026 and future years will be reimbursed in full by Collin County.

PROJECT SCHEDULE: The ICA shall commence upon execution of the Agreement by both parties and shall remain in effect until January 1, 2029, or until either party terminates the Agreement upon 30 days written notice.

PRECEDING COURT ACTION: Commissioners Court approved the Master Interlocal Agreement for Stakeholder Participation in TechShare with TechShare Local Government Corporation on December 11, 2018 (court order #18-0881). Commissioners Court approved the Interlocal Cooperation Agreement with Collin County, Texas, to provide updates and services to Collin County through a Service Addendum for TechShare Juvenile with TechShare Local Government Services for calendar year 2025 on October 8, 2024 (court order #24-0894).

Software as a Service Addendum

This Software as a Service ("SaaS") Addendum (this "Addendum") is made and entered into by and between TechShare Local Government Corporation ("TECHSHARE"), and Denton County (the "Subscriber") on behalf of the Collin County Juvenile Department pursuant and subject to the Master Interlocal Agreement for Stakeholder Participation in TechShare.

1. DEFINITIONS

- 1.1. Addendum means this Software as a Service Addendum, including all exhibits attached hereto and to be attached throughout the Term of this Addendum, all of which are incorporated by reference herein.
- 1.2. Business Day means any day, Monday through Friday, excluding any TECHSHARE holiday.
- 1.3. Business Hour means 7:00 a.m. to 7:00 p.m., Central Time during Business Days.
- 1.4. Claims mean any and all claims, liens, demands, damages, liability, actions, causes of action, losses, judgments, costs, and expenses, including reasonable attorneys' fees and expenses.
- 1.5. Confidential and Proprietary Information means all Information in any form relating to, used in, or arising out of a Party's operations and held by, owned, licensed, or otherwise possessed by such Party (the "Owner") (whether held by, owned, licensed, possessed, or otherwise existing in, on or about the Owner's premises or the other Party's premises and regardless of how such information came into being, as well as regardless of who created, generated or gathered the information), including, without limitation, all information contained in, embodied in (in any media whatsoever) or relating to the Owner's inventions, ideas, creations, works of authorship, business documents, licenses, correspondence, operations, manuals, performance manuals, operating data, projections, bulletins, customer lists and data, sales data, cost data, profit data, financial statements, strategic planning data, financial planning data, designs, logos, proposed trademarks or service marks, test results, product or service literature, product or service concepts, process data, specification data, know how, software, databases, database layouts, design documents, release notes, algorithms, source code, screen shots, and other research and development information and data. Notwithstanding the foregoing, Confidential and Proprietary Information does not include Information that: (a) becomes public other than as a result of a disclosure by the other Party in breach hereof; (b) becomes available to the other Party on a non-confidential basis from a source other than the Owner, which is not prohibited from disclosing such Information by obligation to the Owner; (c) is known by the other Party prior to its receipt from the Owner without any obligation of confidentiality with respect thereto; or (d) is developed by the other Party independently of any disclosures made by the Owner.
- 1.6. Current Software Version means the current production version of TECHSHARE's software listed on Attachment A.
- 1.7. Defect means any bug, error, contaminate, malfunction, or other defect in the Licensed Software caused by, arising from, or emanating from the reasonable control of TECHSHARE that renders the Licensed Software in non-conformance with TECHSHARE's then current published specifications.
- 1.8. Documentation means the operating manuals and any other materials in any form or media provided by TECHSHARE to the users of the Licensed Software.
- 1.9. Embedded Third-Party Software means licensed third-party software that is required to provide the functionality of the Licensed Software and which is embedded in the Licensed Software, which as of the date of this Addendum, consists of the software set forth on Attachment A labeled as "Embedded Third-Party Software".
- 1.10. Indemnified Party means Subscriber and each of its officers, employees, agents, successors, and

permitted assigns.

- 1.11. Licensed Property means the Licensed Software and the Documentation.
- 1.12. Licensed Software means: (a) the Current Software Version; (b) Embedded Third-Party Software; and (c) any Local Enhancements.
- 1.13. Local Enhancements means any refinement, enhancement, or other customization to the Current Software Version to be developed by TECHSHARE per Attachment 8.
- 1.14. Party means, Individually, TECHSHARE and Subscriber.
- 1.15. Project means the delivery of the Licensed Property and the performance of all services to be provided by TECHSHARE in accordance with the provisions of this Addendum.
- 1.16. Project Manager means the person designated by each Party who is responsible for the management of the Project.
- 1.17. SaaS Fee means the "Total Annual SaaS Fee" as set forth on the Attachment A, which is due and payable as set forth in Section 3.
- 1.18. Service Level Terms and Conditions means the terms and conditions for TECHSHARE's maintenance and support of the Licensed Software, which can be found in Exhibit A: Juvenile System Support Plan
- 1.19. Users means individuals who are authorized by Subscriber to use the Licensed Property, and who have been supplied with user identifications and passwords by Subscriber (or by TECHSHARE at Subscriber's request).

2. TITLE AND LICENSE

- 2.1. License Grant. In consideration for the SaaS Fee, which shall be due and payable as set forth in Section 3, TECHSHARE hereby grants to Subscriber a limited, non-exclusive, revocable and non-transferable license (and sublicense with respect to the Embedded Third-Party Software) to use the Licensed Property for Subscriber's internal administration, operation, and/or conduct of Subscriber's business operations.

TECHSHARE HAS THE RIGHT TO REVOKE THIS LICENSE IF SUBSCRIBER TERMINATES, CANCELS OR FAILS TO RENEW THIS ADDENDUM. TECHSHARE HAS THE RIGHT TO UNILATERALLY REVOKE THIS LICENSE AND DENY SUBSCRIBER ACCESS TO THE LICENSED PROPERTY IF SUBSCRIBER FAILS TO REMIT ANY REQUIRED FEES WITHIN THIRTY DAYS OF THE DATE SUCH FEES BECOME DUE AS SET FORTH HEREIN AND SUCH AMOUNTS REMAIN OUTSTANDING FOR A PERIOD OF THIRTY DAYS FOLLOWING TECHSHARE'S WRITTEN NOTICE OF ITS INTENT TO REVOKE THE LICENSE.

- 2.2. License Not Tied to Number of Users. The annual SaaS Fee is not based on the total number of users of the Licensed Property.
- 2.3. Restrictions. Unless otherwise expressly set forth in this Addendum, Subscriber shall not (a) reverse engineer, de-compile, or disassemble any portion of the Licensed Software or (b) sublicense, transfer, rent, or lease the Licensed Software or its usage. To the extent Subscriber employs contractors, subcontractors, or other third parties to assist in the Project, Subscriber shall obtain from such third parties an executed TECHSHARE confidentiality Addendum prior to such parties being permitted access to TECHSHARE Confidential and Proprietary Information.
- 2.4. Embedded Third-Party Software. The license grant set forth in Section 2.1 includes the right to use any Embedded Third-Party Software; provided, however, that such access to and use of such Embedded Third-Party Software shall be according to such terms, conditions, and licenses as are imposed by the manufacturers and/or third-party licensors of such Embedded Third-Party Software. All such Embedded Third-Party Software is covered by the SaaS Fee. TECHSHARE shall pass through to Subscriber any and all warranties granted to TECHSHARE by the owners, licensors, and/or distributors of such Embedded Third-Party Software.

2.5. Title.

- (a) TECHSHARE represents and warrants that it possesses the right to license the Licensed Software and all components and copies thereof. Nothing in this Addendum shall be deemed to vest in Subscriber any ownership or intellectual property rights in and to the intellectual property (including, without limitation, TECHSHARE Confidential and Proprietary Information), any components and copies thereof, or any derivative works based thereon prepared by TECHSHARE.
- (b) All training materials shall be the sole property of TECHSHARE.
- (c) All Subscriber data shall remain the property of Subscriber. TECHSHARE shall not use Subscriber data other than in connection with providing the services pursuant to this Addendum.

3. FEES AND INVOICING

- 3.1. SaaS Fee. The annual SaaS Fee is based on population. For this calculation, 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.
- 3.2. Invoice and Payment for Professional Services. If applicable, TECHSHARE shall invoice Subscriber for professional services and associated expenses before rendering professional services. Following receipt of a properly submitted invoice, Subscriber shall pay TECHSHARE within thirty (30) days. Upon completion of professional services, the remaining balance of amounts paid by Subscriber, if any, shall be returned to Subscriber upon certification from TECHSHARE's Controller that the Project is closed.
- 3.3. Invoice and Payment of Annual SaaS Fees. SaaS Fees shall be invoiced at the start of training for the initial SaaS Fee and on or about November 1 each year thereafter, and shall be paid by Subscriber within thirty (30) days of receipt of the invoice. Each invoice shall include, at a minimum, the total invoiced amount and a reference to the specific items being invoiced under this Addendum.
- 3.4. Payment for goods and services under this contract shall comply with Chapter 2251 of the Texas Government Code, the Texas Prompt Payment Act. Any undisputed sum not paid when due shall bear interest at the rate of eighteen percent (18%) annually, or the maximum amount allowed by law, whichever is lower. Interest begins to accrue on the thirty first (31st day after the undisputed amount is due. Interest on an overdue payment stops accruing on the date TECHSHARE receives payment.

4. PROJECT IMPLEMENTATION

- 4.1. Professional Services. If applicable, Attachment B includes TECHSHARE's good faith estimate of the hours and fees associated with the services to be performed by TECHSHARE for Subscriber, including travel time by TECHSHARE's personnel from TECHSHARE's place of business to and from Subscriber's place of business, and for which Subscriber shall pay on a time and materials basis. Additional services requested by Subscriber which are beyond those hours detailed in Attachment B will be billed at TECHSHARE's then current services rates.
- 4.2. Office Space. Subscriber shall, at its sole expense, provide reasonable access to office space, telephone access, network access (including providing TECHSHARE reasonable access to a secure virtual private network connection or other comparable connection for use by TECHSHARE from time to time on a non-dedicated basis), Internet connections, and such other facilities as may be reasonably requested by TECHSHARE for use by TECHSHARE personnel for the purpose of performing this Addendum.
- 4.3. Subscriber's Hardware and Other Software. Subscriber shall be responsible to acquire, install, and configure all workstations and other hardware, as well as the operating systems and other software, that will be used by Subscriber to operate the Licensed Software now or in the future. TECHSHARE shall have no liability for defects in such hardware and software.
- 4.4. Cooperation. Subscriber acknowledges that the implementation of the Project is a cooperative process requiring the time and resources of Subscriber personnel. Subscriber shall, and shall

cause its personnel to, use all reasonable efforts to cooperate with and assist TECHSHARE as may be reasonably required to timely implement the Project, including, without limitation, providing reasonable information regarding its operations and reasonable access to its facilities. TECHSHARE shall not be liable for failure to timely implement the Project when such failure is due to Force Majeure (as identified in Section 17.14) or to the failure by Subscriber personnel to provide such cooperation and assistance (either through action or omission).

5. INSTALLATION OF THE LICENSED SOFTWARE

TECHSHARE shall use commercially reasonable efforts to promptly provision and configure a hosted instance of the software for the Subscriber in the CJIS-Compliant environment provided by TECHSHARE and, as specified in Attachment B and in accordance with a mutually agreed upon timetable. Upon completion of the configuration of the hosted instance, TECHSHARE shall conduct its standard diagnostic evaluation to determine that the Licensed Software is properly functioning, and upon completion, shall deliver written instructions for accessing the Licensed Software to Subscriber.

6. VERIFICATION OF THE LICENSED SOFTWARE

- 6.1. Verification Procedure. Upon provisioning of the Licensed Software, TECHSHARE shall perform its standard test procedures and shall certify to Subscriber that the Licensed Software is in substantial conformance with TECHSHARE's then current published specifications and is ready for Subscriber's use. In the event TECHSHARE cannot so certify, TECHSHARE's sole obligation shall be to correct the cause thereof, which shall be Subscriber's sole right and remedy against TECHSHARE.
- 6.2. Certification Final. TECHSHARE's certification that the Licensed Software substantially complies with the then-current published specifications shall be final and conclusive, except for latent defects, fraud, and such gross mistakes that amount to fraud. If Subscriber disputes the certification for any reason, it shall notify TECHSHARE in writing within fifteen (15) business days of receipt of the certification from TECHSHARE.
- 6.3. Use. Notwithstanding anything to the contrary herein, Subscriber's use of the Licensed Software for its intended purpose shall constitute Subscriber's verification of the provision of the Licensed Software for purposes of the SaaS Fees.

7. TRAINING

To the extent that training services are included in Attachment B, TECHSHARE shall train Subscriber in accordance with a mutually agreeable training plan. The training plan shall outline the training required for personnel to operate the Licensed Software. TECHSHARE shall provide Subscriber personnel with only the number of hours of training for the respective portions of the Licensed Software as set forth in Attachment B. Training shall be provided at Subscriber's principal place of business or other site selected by Subscriber. Training shall be performed according to the training plan, but in any event shall be "hands-on" using production-ready versions of the Licensed Software. The courses shall train Subscriber's employees or agents in a manner to provide basic end user training. Subscriber shall be responsible for providing an adequately equipped training facility to operate the Licensed Software.

8. MAINTENANCE AND SUPPORT SERVICES

- 8.1. Service Level Terms and Conditions. Upon TECHSHARE's certification of the Licensed Software or Subscriber's use, whichever occurs first, TECHSHARE shall provide Subscriber with the maintenance and support services for the Licensed Software as set forth in Section 1.18, above. TECHSHARE may modify the Service Level Terms and Conditions, but shall provide notice to Subscriber of any modification at least 90 days prior to the effective date of the modification.
- 8.2. Responsibilities of Subscriber. In addition to the other responsibilities set forth herein, Subscriber shall: (a) provide all training of its personnel, other than training to be provided by TECHSHARE as specified in Attachment B; (b) collect, prepare, and enter all data necessary for the day-to-day operations of the Licensed Software; (c) retain separate copies of all conversion data delivered to TECHSHARE; (d) provide end user workstations that conform to TECHSHARE's minimum

requirements; and (e) provide the requisite networks.

9. CONFIDENTIAL AND PROPRIETARY INFORMATION

- 9.1. Protection of Confidential and Proprietary Information. Each Party shall not disclose, disseminate, transmit, publish, distribute, make available, or otherwise convey the other Party's Confidential and Proprietary Information, and each Party shall not use, make, sell, or otherwise exploit any such other Party's Confidential and Proprietary Information for any purpose other than the performance of this Addendum, without the other Party's written consent, except: (a) as may be required by law, regulation, judicial, or administrative process; or (b) as required in litigation pertaining to this Addendum, provided that the other Party is given advance notice of such intended disclosure in order to permit it the opportunity to seek a protective order. The Parties shall ensure that all individuals assigned to perform services herein shall abide by the terms of this Section 9.1 and a Party shall be responsible for breaches by such persons acting by or for such Party.
- 9.2. Protection of Data of Other Users. If Licensed Software includes the ability to access data of other entities also using the Licensed Software, Subscriber agrees that such data remains the property of such other entities. Information or other data of another entity shall not be disclosed, sold, assigned, leased or otherwise provided to third parties, or commercially exploited by or on behalf of Subscriber, its employees, officers, agents, subcontractors, or assigns in any respect. In the event Subscriber receives a request for information or other data belonging to another entity, Subscriber must promptly notify the requestor that the Subscriber is not the custodian of the requested information or data.
- 9.3. Judicial and Administrative Proceedings. If a Party is requested or required (by oral questions, interrogatories, requests for information or documents in legal proceedings, subpoena, civil investigative demand, requirements of any applicable open government statute, or other similar process) to disclose any Confidential and Proprietary Information of the other Party or of another entity as described in section 9.2. (the "Owner"), such Party shall provide the Owner with prompt written notice of such request or requirement so that the Owner may seek protective orders or other appropriate remedies and/or waive compliance with the provisions of this Addendum. If, in the absence of a protective order or other remedy or the receipt of a waiver by the Owner, the Party nonetheless is legally compelled to disclose the Owner's Confidential and Proprietary Information or else would stand liable for contempt or suffer other censure or penalty, the Party may, without liability herein, disclose only that portion of the Owner's Confidential and Proprietary Information required to be disclosed, provided that the Party uses reasonable efforts to preserve the confidentiality of the Owner's Confidential and Proprietary Information, including, without limitation, by cooperating with the Owner to obtain an appropriate protective order or other administrative relief.
- 9.4. TECHSHARE has executed, and will comply with, the Criminal Justice Information Services Security Addendum, Attachment C.

10. REPRESENTATIONS AND WARRANTIES

- 10.1. Project Personnel. All TECHSHARE personnel utilized in connection with fulfilling its obligations pursuant to or arising from this Addendum shall be employees of TECHSHARE or, if applicable, TECHSHARE's subcontractor(s), shall be qualified to perform the tasks assigned them, and shall be in compliance with all applicable laws relating to employees generally, including, without limitation, immigration laws.
- 10.2. Pass-Through of Warranties. TECHSHARE hereby passes through the benefits of all third-party warranties that it receives in connection with any product provided to Subscriber.
- 10.3. No Actions, Suits, or Proceedings. There are no actions, suits, or proceedings pending or, to the knowledge of TECHSHARE, threatened, that shall have a material adverse effect on TECHSHARE's ability to fulfill its obligations pursuant to or arising from this Addendum.
- 10.4. Compliance with Laws. In performing this Addendum, TECHSHARE shall also comply in all material respects with applicable federal, state, and local statutes, laws, ordinances, rules, and regulations.

EXCEPT AS SPECIFICALLY SET FORTH IN THIS SECTION 10 OR ELSEWHERE IN THIS ADDENDUM, TECHSHARE DISCLAIMS ALL OTHER WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

11. LIMITATION OF LIABILITY

TECHSHARE'S LIABILITY TO SUBSCRIBER FOR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS ADDENDUM, REGARDLESS OF LEGAL THEORY SUCH AS BREACH OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO: (A) PRIOR TO TECHSHARE'S CERTIFICATION OF THE LICENSED SOFTWARE AND SUBSCRIBER'S USE THEREOF, THE SaaS FEES PAID BY SUBSCRIBER, IF ANY; AND (B) AFTER TECHSHARE'S CERTIFICATION OF THE LICENSED SOFTWARE AND SUBSCRIBER'S USE THEREOF, FIXING DEFECTS IN ACCORDANCE WITH SERVICE LEVEL TERMS AND CONDITIONS TO THE EXTENT ALLOWED BY TEXAS LAW WITHOUT CREATING A SINKING FUND. THE FOREGOING LIMITATIONS DO NOT APPLY TO THE FOLLOWING CIRCUMSTANCES: (1) FRAUD; OR (2) BREACH OF SECTION 12.1 (CLAIMS FOR BODILY INJURY OR PROPERTY DAMAGE) OR SECTION 12.2 (INTELLECTUAL PROPERTY INFRINGEMENT).

IN NO EVENT SHALL TECHSHARE BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, LOST REVENUES OR PROFITS, LOSS OF BUSINESS, OR LOSS OR CORRUPTION OF DATA ARISING OUT OF THIS ADDENDUM, IRRESPECTIVE OF WHETHER THE PARTIES HAVE ADVANCE NOTICE OF THE POSSIBILITY OF SUCH DAMAGE.

12. INDEMNIFICATION

12.1. General – Bodily Injury and Property Damage. Notwithstanding any other provision of this Addendum, TECHSHARE shall defend, indemnify, hold, and save harmless the Indemnified Parties from and against any and all Claims for bodily injury or property damage sustained by or asserted against Subscriber arising out of, resulting from, or attributable to the negligent or willful misconduct of TECHSHARE, its employees, subcontractors, representatives, and agents; provided, however, that TECHSHARE shall not be liable herein to indemnify Subscriber against liability for damages arising out of bodily injury to people or damage to property to the extent that such bodily injury or property damage is caused by or resulting from the actions or omissions, negligent or otherwise, of Subscriber, its agents, contractors, subcontractors, or employees.

12.2. Intellectual Property Infringement.

- (a) Notwithstanding any other provision of this Addendum, if any claim is asserted, or action or proceeding brought against an Indemnified Party that alleges that all or any part of the Licensed Property, in the form supplied, or modified by TECHSHARE, or an Indemnified Party's use thereof, infringes or misappropriates any United States intellectual property, intangible asset, or other proprietary right, title, or interest (including, without limitation, any copyright or patent or any trade secret right, title, or interest), or violates any other contract, license, grant, or other proprietary right of any third party, the Indemnified Party, upon its awareness, shall give TECHSHARE prompt written notice thereof. TECHSHARE shall defend, and hold Indemnified Party harmless against, any such claim or action with counsel of TECHSHARE's choice and at TECHSHARE's expense and shall indemnify Indemnified Party against any liability, damages, and costs resulting from such claim. Without waiving any rights pursuant to sovereign immunity, Indemnified Party shall cooperate with and may monitor TECHSHARE in the defense of any claim, action, or proceeding and shall, if appropriate, make employees available as TECHSHARE may reasonably request with regard to such defense. This indemnity does not apply to the extent that such a claim is attributable to modifications to the Licensed Property made by the Indemnified Party, or any third party pursuant to Indemnified Party's directions, or upon the unauthorized use of the Licensed Property by the Indemnified Party.
- (b) If the Licensed Property becomes the subject of a claim of infringement or misappropriation of a copyright, patent, or trade secret or the violation of any other contractual or proprietary right of any third party, TECHSHARE shall, at its sole cost and expense, select and provide one of the following remedies, which selection shall be in TECHSHARE's sole discretion: (i) promptly replace the Licensed Property with a compatible, functionally equivalent, non-infringing system; or (ii) promptly modify the Licensed Property to make it non-infringing; or (iii) promptly procure the right of Subscriber to use the Licensed Property as intended.

13. TAXES

- 13.1. Tax Exempt Status. Subscriber represents and warrants that it is a governmental tax-exempt entity and shall not be responsible for any taxes for any Licensed Property or services provided for herein, whether federal or state. The fees paid to TECHSHARE pursuant to this Addendum are inclusive of any applicable sales, use, personal property, or other taxes attributable to periods on or after the Effective Date of this Addendum.
- 13.2. Employee Tax Obligations. Each Party accepts full and exclusive liability for the payment of any and all contributions or taxes for Social Security, workers' compensation insurance, unemployment insurance, or retirement benefits, pensions, or annuities now or hereafter imposed pursuant to or arising from any state or federal laws which are measured by the wages, salaries, or other remuneration paid to persons employed by such Party for work performed under this Addendum.

14. INSURANCE

TECHSHARE shall provide, upon the written request of Subscriber (which shall not be less than thirty (30) days after the Effective Date), proof of insurance for and maintain, at TECHSHARE's sole cost and expense, the following insurance coverage: (a) workers' compensation insurance protecting TECHSHARE and Subscriber from potential TECHSHARE employee claims based upon job-related sickness, injury, or accident during performance of this Addendum; and (b) comprehensive general liability (including, without limitation, bodily injury and property damage) insurance with respect to TECHSHARE's agents and vehicles assigned to perform the services herein with policy limits of not less than \$1,000,000 combined single limit per occurrence and \$2,000,000 in the aggregate.

15. TERM, SUSPENSION, AND TERMINATION

- 15.1. Term. The term of this Addendum (the "Term") shall commence on the date specified in Attachment A. The term of this Addendum, and the corresponding payment of annual SaaS Fees, shall automatically continue unless Subscriber terminates this Addendum as permitted herein. The annual SaaS Fee may not increase unless TECHSHARE has given Subscriber written notice of the increase at least 90 days before the effective date of the increase.
- 15.2. Termination by Subscriber. This Addendum may be terminated by Subscriber by providing TECHSHARE with (a) ninety (90) days written notice of its intent to terminate, and (b) payment of any fees still due.
- 15.3. Termination for Cause. Either Party may terminate this Addendum for Cause, provided that such Party follows the procedures set forth in this Section 15.3.
- (a) For purposes of this Section, "Cause" means either:
- (i) a material breach of this Addendum, which has not been cured within ninety (90) days of the date the breaching Party receives written notice of such breach;
 - (ii) the failure by Subscriber to timely pay when due any fees and expenses owed to TECHSHARE pursuant to this Addendum and any delinquent amounts remain outstanding for a period of thirty (30) days after TECHSHARE provides written notice of its intent to terminate for failure to pay;
 - (iii) breach of Section 9; or
 - (iv) if TECHSHARE becomes insolvent or bankrupt, or institutes or causes to be instituted any proceedings in bankruptcy or relating to its liquidation or insolvency or for the appointment of a receiver or similar officer for it, has a receiver of its assets or property appointed or makes an assignment for the benefit of all or substantially all of its creditors; except, however, any involuntary petition for bankruptcy filed by a third party does not constitute cause under this subsection if dismissed within 10 business days.
- (b) No Party may terminate this Addendum under Section 15.3(a)(i) unless it cooperates in good faith with the alleged breaching Party during the cure period and complies in good faith with the dispute resolution procedures set forth in Section 16 following such period.
- (c) Upon any termination for Cause by Subscriber, TECHSHARE shall refund any prepaid SaaS Fees. Upon any termination for Cause by TECHSHARE, Subscriber shall pay TECHSHARE any unpaid

SaaS Fees and unpaid fees for professional services under Attachment B. In no event shall any termination relieve Subscriber of the obligation to pay any fees payable to TECHSHARE for the period prior to the effective date of termination.

- 15.4. Effect of Termination. Upon termination of this Addendum for any reason: (a) the licenses provided hereunder shall automatically terminate as of the effective date of the termination and Subscriber's access to the Licensed Software shall be denied; (b) subject to payment of all amounts due hereunder, and upon written request, TECHSHARE will provide to Subscriber such contents of the database that are owned by Subscriber, as such contents exist on the date of termination, in a standard industry data file format within five business days; and (c) upon written request, Subscriber shall return all documentation, products, TECHSHARE Confidential and Proprietary Information, and other information disclosed or otherwise delivered to Subscriber by TECHSHARE.
- 15.5. Survival. The following provisions shall survive after the Term of this Addendum: 1; 2; 9; 11; 12; 13; 15; 16; and 17.

16. DISPUTE RESOLUTION

Disputes arising out of, or relating to, this Addendum shall first be discussed by the Project Managers. Any dispute that cannot be resolved within five (5) Business Days at the Project Manager level (or such other date as agreed upon by the Project Managers) shall be referred to the individual reasonably designated by Subscriber and TECHSHARE's Executive Director assigned to Subscriber's account ("Intermediary Dispute Level"). Any dispute that cannot be resolved in ten (10) Business Days at the Intermediary Dispute Level shall then be referred to Subscriber's chief executive officer or other individual reasonably designated by Subscriber and TECHSHARE's Executive Director ("Executive Dispute Level"), at such time and location reasonably designated by the Parties. Any negotiations pursuant to this Section 16 are confidential and shall be treated as compromise and settlement negotiations for purposes of the applicable rules of evidence. For any dispute that the Parties are unable to resolve through informal discussions or negotiations or pursuant to the dispute resolution and escalation procedures set forth in this Addendum, the Parties shall submit the matter to nonbinding mediation before the commencement of any proceeding in a court. The foregoing shall not apply to claims for equitable relief under Section 9.

17. MISCELLANEOUS

- 17.1. Assignment. Neither Party may assign this Addendum or any of its respective rights or obligations herein to any third party without the express written consent of the other Party, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, TECHSHARE may assign its rights and obligations herein to any successor entity acquiring the right to make available the Licensed Property on behalf of the legal owners of such Licensed Property.
- 17.2. Cumulative Remedies. Except as specifically provided herein, no remedy made available herein is intended to be exclusive of any other remedy, and each and every remedy shall be cumulative and shall be in addition to every other remedy provided herein or available at law or in equity.
- 17.3. Notices. Except as otherwise expressly specified herein, all notices, requests or other communications shall be in writing and shall be deemed to have been given if delivered personally or mailed, by certified or registered mail, postage prepaid, return receipt requested, to the Parties at their respective addresses set forth on the signature page hereto, or at such other addresses as may be specified in writing by either of the Parties. All notices, requests, or communications shall be deemed effective upon personal delivery or three (3) days following deposit in the mail.
- 17.4. Counterparts. This Addendum may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- 17.5. Waiver. The performance of any obligation required of a Party herein may be waived only by a written waiver signed by the other Party, which waiver shall be effective only with respect to the specific obligation described therein.
- 17.6. Entire Addendum. This Addendum (inclusive of Attachments) constitutes the entire understanding and contract between the Parties and supersedes any and all prior or contemporaneous oral or written representations or communications with respect to the subject matter hereof.

- 17.7. Amendment. This Addendum shall not be modified, amended, or in any way altered except by an instrument in writing signed by the properly delegated authority of each Party. All amendments or modifications of this Addendum shall be binding upon the Parties despite any lack of additional consideration.
- 17.8. Severability of Provisions. In the event any provision hereof is found invalid or unenforceable pursuant to judicial decree, the remainder of this Addendum shall remain valid and enforceable according to its terms.
- 17.9. Relationship of Parties. The Parties intend that the relationship between the Parties created pursuant to or arising from this Addendum is that of an independent contractor only. Neither Party shall be considered an agent, representative, or employee of the other Party for any purpose.
- 17.10. Governing Law. Any dispute arising out of or relating to this Addendum or the breach thereof shall be governed by the laws of the state of the domicile of Subscriber, without regard to or application of choice of law rules or principles.
- 17.11. Audit. TECHSHARE shall maintain complete and accurate records of all work performed pursuant to and arising out of this Addendum. Subscriber may, upon the written request of the Project Manager, audit any and all work or expense records of TECHSHARE relating to professional services provided herein. Subscriber shall provide TECHSHARE twenty-four (24) hour notice of such audit or inspection. TECHSHARE shall have the right to exclude from such inspection any TECHSHARE Confidential and Proprietary Information not otherwise required to be provided to Subscriber as a part of this Addendum. TECHSHARE shall make such books and records available to Subscriber during normal business hours. Any such audit shall be conducted at TECHSHARE's principal place of business during TECHSHARE's normal business hours and at Subscriber's sole expense.
- 17.12. No Third-Party Beneficiaries. Nothing in this Addendum is intended to benefit, create any rights in, or otherwise vest any rights upon any third party.
- 17.13. Contra Proferentem. The doctrine of *contra proferentem* shall not apply to this Addendum. If an ambiguity exists in this Addendum, or in a specific provision, neither the Addendum nor the provision shall be construed against the Party who drafted the Addendum or provision.
- 17.14. Force Majeure. No Party to this Addendum shall be liable for delay or failure in the performance of its contractual obligations arising from any one or more events that are beyond its reasonable control, including, without limitation, acts of God, war, terrorism, and riot. Upon such delay or failure affecting one Party, that Party shall notify the other Party and use all reasonable efforts to cure or alleviate the cause of such delay or failure with a view to resuming performance of its contractual obligations as soon as practicable. Notwithstanding the foregoing, in every case the delay or failure to perform must be beyond the control and without the fault or negligence of the Party claiming excusable delay. Any performance times pursuant to or arising from this Addendum shall be considered extended for a period of time equivalent to the time lost because of any delay that is excusable herein.
- 17.15. Equitable Relief. Each Party covenants, represents, and warrants that any violation of this Addendum by such Party with respect to its respective obligations set forth in Sections **Error! Reference source not found.** and 9 shall cause irreparable injury to the other Party and shall entitle the other Party to extraordinary and equitable relief by a court of competent jurisdiction, including, without limitation, temporary restraining orders and preliminary and permanent injunctions, without the necessity of posting bond or security.
- 17.16. Attorneys' Fees and Costs. If attorneys' fees or other costs are incurred by either Party to secure the performance of any obligations under this Addendum, or to establish damages for the breach thereof or to obtain any other appropriate relief, whether by way of prosecution or defense, the prevailing Party shall be entitled to recover from the other Party its reasonable attorneys' fees and costs incurred in connection therewith.

(Signature Page to Follow)

TECHSHARE

DENTON COUNTY SUBSCRIBER

Rebecca Lewis

Signature

Executive Director

Title

January 6, 2026

Date

Address:

450 Century Parkway, Suite 250
Allen, TX 75013

Anely Gade

Signature

County Judge

Title

1/13/2020

Date

Address:

1 Courthouse Drive
Denton, TX 76206

Attachment A – Resources and Fees

Attachment B – Criminal Justice Information Services Security Addendum

**Attachment A
Resources and Fees**

County/Agency: Collin County Juvenile Probation Department

Commencement Date: January 1, 2026

The annual SaaS Fee is based on population. For this calculation, 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.

<u>Resource</u>	<u>Initial Annual SaaS Fee</u>
TechShare.Juvenile SaaS with Microsoft Azure Hosting Service (twelve months)	\$186,200

Embedded Third Party Software:

- Gembox
- IronPDF

Attachment B

FEDERAL BUREAU OF INVESTIGATION CRIMINAL JUSTICE INFORMATION SERVICES SECURITY ADDENDUM

The goal of this document is to augment the CJIS Security Policy to ensure adequate security is provided for criminal justice systems while (1) under the control or management of a private entity or (2) connectivity to FBI CJIS Systems has been provided to a private entity (contractor). Adequate security is defined in Office of Management and Budget Circular A- 130 as "security commensurate with the risk and magnitude of harm resulting from the loss, misuse, or unauthorized access to or modification of information."

The intent of this Security Addendum is to require that the Contractor maintain a security program consistent with federal and state laws, regulations, and standards (including the CJIS Security Policy in effect when the contract is executed), as well as with policies and standards established by the Criminal Justice Information Services (CJIS) Advisory Policy Board (APB).

This Security Addendum identifies the duties and responsibilities with respect to the installation and maintenance of adequate internal controls within the contractual relationship so that the security and integrity of the FBI's information resources are not compromised. The security program shall include consideration of personnel security, site security, system security, and data security, and technical security.

The provisions of this Security Addendum apply to all personnel, systems, networks and support facilities supporting and/or acting on behalf of the government agency.

1.00 Definitions

- 1.01 Contracting Government Agency (CGA) - the government agency, whether a Criminal Justice Agency or a Noncriminal Justice Agency, which enters into an agreement with a private contractor subject to this Security Addendum.
- 1.02 Contractor - a private business, organization or individual which has entered into an agreement for the administration of criminal justice with a Criminal Justice Agency or a Noncriminal Justice Agency.

2.00 Responsibilities of the Contracting Government Agency.

- 2.01 The CGA will ensure that each Contractor employee receives a copy of the Security Addendum and the CJIS Security Policy and executes an acknowledgment of such receipt and the contents of the Security Addendum. The signed acknowledgments shall remain in the possession of the CGA and available for audit purposes.

3.00 Responsibilities of the Contractor.

- 3.01 The Contractor will maintain a security program consistent with federal and state laws, regulations, and standards (including the CJIS Security Policy in effect when the contract is executed), as well as with policies and standards established by the Criminal Justice Information Services (CJIS) Advisory Policy Board (APB).

4.00 Security Violations.

- 4.01 The CGA must report security violations to the CJIS Systems Officer (CSO) and the Director, FBI, along with indications of actions taken by the CGA and Contractor.
- 4.02 Security violations can justify termination of the appended agreement.
- 4.03 Upon notification, the FBI reserves the right to:
 - a. Investigate or decline to investigate any report of unauthorized use;

Attachment B

- b. Suspend or terminate access and services, including telecommunications links. The FBI will provide the CSO with timely written notice of the suspension. Access and services will be reinstated only after satisfactory assurances have been provided to the FBI by the CJA and Contractor. Upon termination, the Contractor's records containing CHRI must be deleted or returned to the CGA.

5.00 Audit

- 5.01 The FBI is authorized to perform a final audit of the Contractor's systems after termination of the Security Addendum.

6.00 Scope and Authority

- 6.01 This Security Addendum does not confer, grant, or authorize any rights, privileges, or obligations on any persons other than the Contractor, CGA, CJA (where applicable), CSA, and FBI.
- 6.02 The following documents are incorporated by reference and made part of this agreement: (1) the Security Addendum; (2) the NCIC 2000 Operating Manual; (3) the CJIS Security Policy; and (4) Title 28, Code of Federal Regulations, Part 20. The parties are also subject to applicable federal and state laws and regulations.
- 6.03 The terms set forth in this document do not constitute the sole understanding by and between the parties hereto; rather they augment the provisions of the CJIS Security Policy to provide a minimum basis for the security of the system and contained information and it is understood that there may be terms and conditions of the appended Agreement which impose more stringent requirements upon the Contractor.
- 6.04 This Security Addendum may only be modified by the FBI, and may not be modified by the parties to the appended Agreement without the consent of the FBI.
- 6.05 All notices and correspondence shall be forwarded by First Class mail to:

Assistant Director

Criminal Justice Information Services Division,
FBI 1000 Custer Hollow Road

Clarksburg, West Virginia 26306

Attachment B

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

Rebecca Lewis

Rebecca L. Lewis, Executive Director

January 6, 2026

Date

**INTERLOCAL AGREEMENT BETWEEN DENTON COUNTY AND COLLIN
COUNTY 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, 2029, 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 an 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 continuous access to 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 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 annual operations and maintenance of the software in the amount as designated by the TechShare Local Government Corporation.
 - d. The Parties acknowledge that Denton County has already entered into a Software as a Service Addendum for TechShare.Juvenile with TechShare

Local Government Corporation. Accordingly, Denton County is authorized to provide the services outlined in this Agreement pursuant to the terms of that Addendum.

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 which 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 requirements and restrictions in this Section 4. Collin County Juvenile Probation Department agree 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 agree 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 agree that TechShare.Juvenile shall not be used for any personal purposes, including entertainment, personal business, or personal gain.
- iv. Collin County Juvenile Probation Department 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.
- 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 understand and acknowledge that violation of the conditions of the terms of this 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' 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: Annual costs for services provided under this Agreement shall be paid by Collin County to Denton County in accordance with the budget approved for TechShare.Juvenile. Payment for each service year is due no later than December 31 of the preceding calendar year.

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 Counties 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:

TO COLLIN COUNTY JUVENILE PROBATION DEPARTMENT:

cgore@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.

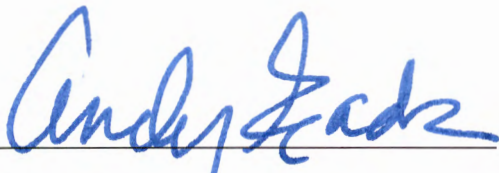
14. Modifications. This instrument contains the entire Agreement between the Parties relating to the rights herein granted and obligations herein assumed. Any oral or written representations or modifications concerning this instrument shall not be effective excepting a subsequent written modification 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 13th day of January, 2025^o

DENTON COUNTY

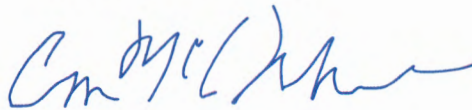
COLLIN COUNTY JUVENILE PROBATION



CYNTHIA GORE

COUNTY JUDGE

Cynthia Porter Gore
Director, Juvenile Services



Cynthia McCrann Wheless
Chair, Juvenile Board

1/13/2026

10/14/2025

Date

Date

Approval of 1) Software as a Service Addendum between Denton County and TechShare Local Government Corporation on behalf of the Collin County Juvenile Department pursuant and subject to the Master Interlocal Agreement for Stakeholder Participation in TechShare; and 2) Interlocal Agreement between Denton County and Collin County Juvenile Probation Department to provide TechShare Juvenile services, as recommended by Matt Marick, Director of Juvenile Probation, and Kevin Carr, Chief information Officer, and any appropriate action.



Denton County

Administrative Courthouse
1 Courthouse Drive
Denton, TX 76208

Request for Agenda Placement and Approval Flow

Drafter: kristen.clark@dentoncounty.gov

Requested Agenda Date: 01/13/2026

Department: Legal

Grouping: Legal

Short Title: TechShare Juvenile - SaaS and ILA

Agenda Number: 14. A.

Specific Agenda Wording

Approval of 1) Software as a Service Addendum between Denton County and TechShare Local Government Corporation on behalf of the Collin County Juvenile Department pursuant and subject to the Master Interlocal Agreement for Stakeholder Participation in TechShare; and 2) Interlocal Agreement between Denton County and Collin County Juvenile Probation Department to provide TechShare Juvenile services, as recommended by Matt Marick, Director of Juvenile Probation, and Kevin Carr, Chief information Officer, and any appropriate action.

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	1/7/2026	Commissioners Court	Approve	1/14/2026