



**COMMISSIONERS COURT
COMMUNICATION**

COURT ORDER NUMBER 145251

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DATE: 5/20/2025

**SUBJECT: CONSIDERATION OF MEMORANDUM OF UNDERSTANDING
BETWEEN TARRANT COUNTY AND PELICAN BAY POLICE
DEPARTMENT TO PARTICIPATE IN TECHSHARE LOCAL
GOVERNMENT CORPORATION'S TECHSHARE.JUVENILE PROGRAM**

***** CONSENT AGENDA *****

COMMISSIONERS COURT ACTION REQUESTED

It is requested that Commissioners Court consider a Memorandum of Understanding (MOU) between Tarrant County Juvenile Services and Pelican Bay Police Department for the purpose of participation in the TechShare Local Government Corporation's TechShare.Juvenile Program.

BACKGROUND

Tarrant County implemented TechShare.Juvenile (JCMS) on September 17, 2011. This juvenile case management system is used to collect juvenile data and allows Law Enforcement Agencies (LEA) to electronically file cases with the Tarrant County Juvenile Probation Department.

If approved, Pelican Bay Police Department will have access to TechShare.Juvenile to electronically file cases with the Tarrant County Juvenile Probation Department, perform statewide juvenile record searches and perform functions allowed by statutes and role based permissions.

This MOU has been reviewed as to form by the Criminal District Attorney's Office and approved by the Tarrant County Juvenile Board at the April 16, 2025 Board meeting.

FISCAL IMPACT

There is no fiscal impact associated with this request.

SUBMITTED BY	Juvenile Services	PREPARED BY:	Christina Mayo
		APPROVED BY:	Riley Shaw

**MEMORANDUM OF UNDERSTANDING WITH
PARTICIPATING LOCAL GOVERNMENTS AND
TARRANT COUNTY
TO PARTICIPATE IN TECHSHARE LOCAL GOVERNMENT CORPORATION'S
TECHSHARE.JUVENILE PROGRAM**

**I.
PARTIES**

This Memorandum of Understanding ("MOU") is entered by and between the **Pelican Bay Police Department** (the "Participating Local Government") and Tarrant County ("Tarrant County" or "County"), acting by and through their respective governing bodies, pursuant to and under authority of the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code and for the purpose of participation in the TechShare Local Government Corporation's Techshare.Juvenile Program ("TechShare.Juvenile"). Tarrant County and any and all other Participating Local Government(s) of the State of Texas adopting this MOU upon a formal order of their respective governing bodies as provided for herein may be referred to in this MOU individually as "Party" and collectively as "Parties."

**II.
RECITALS**

WHEREAS, Participating Local Government desires to enter into this MOU for participation in TechShare.Juvenile, an extended case management system that will allow participating agencies within Tarrant County to view juvenile information statewide;

WHEREAS, The Participating Local Government will have access to TechShare.Juvenile in order to file cases electronically, perform statewide juvenile record searches, and perform other functions as allowed by statutes and role based permissions;

WHEREAS, The Participating Local Government will be required to provide agency IP addresses in order to access TechShare.Juvenile. The basic equipment needed by the Participating Local Government is a firewall capable of supporting a minimum of 3DES or AES encryption capability and IPsec security protocols. The Participating Local Government must ensure that all personal computers used to access TechShare.Juvenile are updated and contain antivirus software. Further, the encryption standards must be compliant with the federal data encryption standard of FIPS-140-2. Additionally, a 3Mb circuit is recommended. Due to laws governing circuit location and the range of costs between providers, Participating Local Government should contact their telecommunication service provider to determine circuit costs.

NOW, THEREFORE, in consideration of the promises, inducements, covenants, agreements, conditions, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Participating Local Government and Tarrant County agree as follows:

**III.
PARTICIPATION BY ADDITIONAL PARTICIPATING LOCAL GOVERNMENTS**

Any local government may participate in this MOU with the signature of the designated authorized

signer of this MOU. Each Party will be required to approve and agree to the terms and conditions of this MOU. The signed agreement of this MOU will be returned as notification and presented to the Juvenile Boards as well as Commissioner's Court.

IV.

DATA OWNERSHIP, ACCESS, SECURITY AND STORAGE

- A. **Ownership.** It is the intention of the Parties that each Participating Local Government will remain the custodian and owner of its information and data that it created or submitted, unless expressly agreed in writing otherwise. The Parties acknowledge and agree that such information or data shall not be used by the Parties other than in connection with the performance of this MOU or as contemplated by the Parties under this MOU. Additionally, the Parties agree that the data shall not be disclosed, sold, assigned, leased or otherwise provided to third parties, or commercially exploited by or on behalf of the other Parties, their employees, officers, agents, subcontractors, invitees, or assigns in any respect without the expressed written approval of the Participating Local Government that owns such data.
- B. **Interfaces.** Each Party is responsible for developing and maintaining its interfaces to TechShare.Juvenile. Participating Local Government will also be responsible for the cost of interface development and maintenance.
- C. **Security and Access of Data.**
- 1) 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.
 - 2) Each party is responsible for ensuring its employees and other persons accessing data within TechShare.Juvenile are authorized to do so, and will use such data only as is legally permitted.
 - 3) Participating Local Government and its representatives agree that the following terms and conditions apply regarding access to the confidential juvenile information and data maintained in TechShare.Juvenile:
 - a) Participating Local Government and its representatives shall acknowledge and agree that the purpose of access to the juvenile information and data is to perform juvenile justice system related functions.
 - b) Participating Local Government agrees that TechShare.Juvenile shall not be used for any personal purposes, including entertainment, personal business, or personal gain.
 - c) Participating Local Government 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.
 - d) Participating Local Government 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.

- D. **Confidential Information.** As used in this MOU, the term “Confidential Information” means all information and specifications, designs, applications, operating systems, databases, communications and other computer software developed for use on any operating system, all modifications, enhancements and versions and all options available with respect thereto, and all products developed or derived therefrom, source and object codes, flowcharts, algorithms, coding sheets, routines, sub-routines, compilers, assemblers, design concepts and related documentation and manuals, discoveries, concepts and ideas including, without limitation, the nature and results of research and development activities, processes, formulas, inventions, computer-related equipment or technology, techniques, “know-how”, designs, drawings and specifications, all of the above which relate to TechShare.Juvenile in the case of Confidential Information belonging to TechShare Local Government Corporation or Tarrant County. The County’s confidential information includes, but is not limited to, data mapping from the County’s Caseworker installation and the County’s network configuration and related security specifications, and also includes, without limitation, information in tangible or intangible form relating to the coding or mapping of data from the County’s legacy juvenile case management system, configuration specifications related to its network or computer systems on which the County’s information services are performed and/or configuration specifications related to its implementation of Techshare.Juvenile. “Confidential Information” includes information in any form, whether written, electronic, or verbal. Additionally, the term “Confidential Information” shall include any notes, analyses, compilations, studies, interpretations, memoranda or other documents prepared by a Party or its Representatives that contain, reflect or are based upon, in whole or in part, any Confidential Information furnished to the Party (the “Recipient Party”) or its Representatives by another Party (the “Disclosing Party”) under this MOU.
- E. **Survival.** This Article IV shall survive any termination, cancellation, withdrawal, or expiration of this MOU.

V.

TERM AND TERMINATION

The terms and conditions of this MOU shall be indefinite unless terminated by one of the Parties. This MOU may be terminated by either Party with a thirty (30) day written notice to the other Party.

VI.

WARRANTIES

No Party to this MOU warrants the availability, accuracy, quality, reliability or fitness for a particular purpose of any data or information made available under this MOU. Third party warranties or guarantees may inure to the benefit of the Parties to a particular Project if such are contractually secured as part of such Project; however, no Party to this MOU shall be held liable for a warranty or guarantee offered by a third party, if any. All conditions,

representations and warranties, whether express, implied, statutory or otherwise, including, without limitation, any implied warranty or merchantability, fitness for a particular purpose, or non-infringement of third party rights, are hereby disclaimed by all Parties to this MOU to the maximum extent permitted by applicable law.

Survival. This Article VI shall survive any termination, cancellation, withdrawal, or expiration of this MOU.

**VII.
NOTICE**

Any and all notices to be given under this MOU by the Participating Local Government shall be deemed to have been given if reduced to writing and delivered in person or mailed by overnight or certified mail, return receipt requested, postage pre-paid, to the Parties at the addresses set forth on the signatory pages below or to such other addresses designated in writing to all the Parties. Any notice required hereunder shall be deemed to have been given three (3) days subsequent to the date it was so delivered or mailed.

**VIII.
AMENDMENT**

This MOU may not be amended except in a written instrument specifically referring to this MOU and signed by the Parties hereto. Any modification, alteration, addition or deletion to the terms of this MOU which are required by changes in federal or state law are automatically incorporated herein without written amendment to this MOU and shall be effective on the date designated by said law.

**IX.
CURRENT REVENUE**

The Parties hereby warrant that all payments, expenditures, contributions, fees, costs, and disbursements required of each Party hereunder or required by any other agreements, contracts and documents executed, adopted, or approved pursuant to this MOU, which shall include any exhibit, attachment, addendum or associated document, shall be paid from current revenues and resources available to each paying Party. The Parties hereby warrant that no debt is created by this MOU.

**X.
FISCAL FUNDING**

The obligations of the Participating Local Government pursuant to this MOU are contingent upon the availability and appropriation of sufficient funding. Any Party may withdraw from this MOU without penalty in the event funds are not available or appropriated by giving the appropriate notice pursuant to Sections V and VII. However, no Party will be entitled to a refund of amounts previously contributed in the event of withdrawal for lack of funding, unless expressly agreed in writing by the Parties.

XI.

APPLICABLE LAW

This MOU shall be expressly subject to the participating Parties' sovereign immunity and other governmental immunity and all applicable federal and state law. This MOU shall be governed by and construed in accordance with the laws of the State of Texas. Venue shall lie exclusively in Tarrant County, Texas.

XII. SEVERABILITY

In the event that one or more of the provisions contained in the MOU shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability of the MOU shall be construed as if such invalid, illegal or unenforceable provision has never been contained herein, but shall not affect the remaining provisions of this MOU, which shall remain in force and effect.

XIII. ASSIGNMENT

The Participating Local Government may not assign their respective rights and duties under this MOU without the prior written consent and/or approval of the remaining Parties, acting by and through their respective governing bodies, even if such assignment is due to a change in ownership or affiliation. Any assignment attempted without such prior consent and/or approval by the remaining Parties shall be null and void.

Survival. This Article XIII shall survive any termination, cancellation, withdrawal, or expiration of this MOU.

XIV. ENTIRE AGREEMENT

This MOU, including any and all exhibits, attachments, and/or addendums incorporated as a part hereof, shall constitute the entire agreement relating to the subject matter herein between the Parties and supersedes any other agreement concerning the subject matter of this transaction, whether oral or written. Each Party acknowledges that the other Parties, or anyone acting on behalf of the other Parties, have made no representations, inducements, promises or agreements, orally or otherwise, unless such representations, inducements, promises or agreements are embodied in this MOU, expressly or by incorporation.

XV. RESPONSIBILITIES

All Parties agree to be responsible for their own negligent acts or omissions, or other tortious conduct in the course of performance of this MOU without waiving any sovereign immunity, governmental immunity or other defenses available to the Parties under federal or State law. Nothing in this paragraph shall be construed to create or grant any rights, contractual or otherwise, in or to any third persons or entities. All Parties agree that any such liability or damages occurring during the performance of this MOU caused by the joint or comparative

negligence of the Parties, or their employees, agents or officers, shall be determined in accordance with comparative responsibility laws of Texas.

XVI.
CJIS COMPLIANCE

All Parties and their respective employees, agents, contractors, and subcontractors agree, warrant, and represent they shall be compliant with the Federal Bureau of Investigation Criminal Justice Information Security Policy version 5.1 pursuant to this MOU. Further, all Parties agree, warrant, and represent they are compliant with the Texas Department of Public Safety policies regarding access to Criminal Justice Information. Additionally, all Parties specifically agree to be responsible for their own individual ongoing compliance with regard to the Federal Bureau of Investigation Criminal Justice Information Security Policy and the Texas Department of Public Safety criminal justice information policies.

XVII.
SOVEREIGN IMMUNITY

This MOU is subject to Tarrant County's Sovereign Immunity and Tarrant County expressly does not waive any applicable local, State and federal rules and laws, including Sovereign Immunity, Title 5 of the Texas Civil Practice and Remedies Code. Further, the Parties acknowledge and agree Tarrant County does not have the ability under Article III, Section 49 and Article XI, Section 7 of the Texas Constitution to indemnify any party or third party damages pursuant to this MOU.

XVIII
EXECUTION OF AGREEMENT

This MOU may be executed in one or more counterparts, each of which will be deemed to be an original copy of this MOU, and all of which, when taken together, shall be deemed to constitute one and the same agreement. The exchange of copies of this MOU and of signature pages by electronic transmission shall constitute effective execution and delivery of this MOU as to the parties and may be used in lieu of the original MOU for all purposes. Signatures of the parties transmitted or executed electronically shall be deemed to be their original signatures for any purpose whatsoever.

[SIGNATORY PAGES SHALL FOLLOW]

BINDING AGREEMENT, AUTHORITY, PARTIES BOUND

By signing this page, each Participating Local Government or Party represents that it has the full right, power and authority to enter and perform this *MOU Among Participating Local Governments and Tarrant County for TechShare.Juvenile* in accordance with all of the terms and conditions, and that the execution and delivery of this MOU has been made by an authorized representative of each Party to validly and legally bind the same Party to all terms, performances and provisions set forth in this MOU.

PELICAN BAY POLICE DEPARTMENT acknowledges that it is a “governmental entity” and not a “business entity” as those terms are defined in Tex. Gov’t Code § 2252.908, and therefore, no disclosure of interested parties pursuant to Tex. Gov’t Code Section 2252.908 is required.

COUNTY/CITY: TARRANT/PELICAN BAY

AGENCY: PELICAN BAY POLICE DEPARTMENT

BY: 

Name: Brad Anderson

Title: Chief of Police

Date: 04/10/2025

Address: 1300 Pelican Circle, Azle, TX 76020

