

Texas Conference of Urban Counties
TechShare Program
TechShare.Juvenile and Juvenile Case Management System - Basic
2017 Resource Sharing Addendum

1. Purpose

- 1.1. This Resource Sharing Addendum for the TechShare.Juvenile and Juvenile Case Management System - Basic (hereinafter "this Addendum") is an addendum to the Master Interlocal Agreement For Participation In The Texas Conference of Urban Counties TechShare Program.
- 1.2. This Addendum is entered into by and among the Texas Conference of Urban Counties ("Urban Counties"), and the Participants.
- 1.3. Each of the undersigned Participants is a signatory to the Master ILA.
- 1.4. To the extent that any provision of this Addendum conflicts with the terms and conditions of any provision of the Master ILA, then this Addendum governs.

2. Definitions

Capitalized terms used in this Addendum have the meanings as set forth in the Master ILA. The following capitalized terms, not otherwise fully defined within this Addendum, have the following meanings:

- 2.1. Business Day: Business Day means a day of the week in which Urban Counties' administrative offices are open for ordinary business hours in the central time zone.
- 2.2. Calendar Day: Calendar Day means any consecutive day of the month/year without regard to whether Urban Counties' administrative offices are open for ordinary business, including all holidays and weekends.
- 2.3. Caseworker: Caseworker is the juvenile program management, data collection and state reporting client-server software program provided by the former Texas Juvenile Probation Commission to counties at no cost.
- 2.4. Go Live: Go Live is defined as the event whereby a Participant makes TechShare.Juvenile fully active so that the intended users can access it to support juvenile justice activities within the Participant.
- 2.5. JCMS.Basic: JCMS.Basic is defined as the web-based module developed to replace Caseworker software. The web-based module is a component of TechShare.Juvenile that is made available by TJJD to Texas counties. JCMS.Basic provides data collection and reporting capabilities based on state requirements and standards for juvenile case management.
- 2.6. JCMS.Basic County: JCMS.Basic County means a county accessing JCMS.Basic through arrangement with TJJD, and not as a Participant to this Resource Sharing Addendum.
- 2.7. Maintenance: Maintenance is defined as those services provided to maintain TechShare.Juvenile and JCMS.Basic in good working order, to keep it current with technology evolutions, to modify functionality to meet changes to legal or regulatory requirements, and to enhance functionality as agreed by the Participants as set forth herein.
- 2.8. Master ILA: The 2013 Master Interlocal Agreement For Participation In The Urban Counties TechShare Program (20130128) which was adopted by the Urban Counties Board of Directors on January 28, 2013.

- 2.9. Operation: Operation of TechShare.Juvenile and JCMS.Basic shall include provision of the Production Environment and overseeing the contracted operation services to insure the availability and safeguarding of the TechShare.Juvenile and JCMS.Basic and data stored therein.
- 2.10. Oversight Committee: Oversight Committee means the TechShare Oversight Committee.
- 2.11. Participants: Participants is defined as all local governments executing this Addendum and includes both Stakeholders and Subscribers.
- 2.12. Parties: Parties is defined as the Participants and Urban Counties.
- 2.13. Production Environment: Production Environment is defined as the shared computer domain (hardware and software) designed to operate TechShare.Juvenile for the Participants.
- 2.14. Production Version: Production Version is defined as that version of TechShare.Juvenile that is made available in the Production Environment for use by Participants.
- 2.15. Software as a Service or SaaS: a software delivery model in which the software is obtained on a subscription basis.
- 2.16. Stakeholder: a Participant sharing TechShare.Juvenile that has paid Capital Costs.
- 2.17. Stakeholder Committee: Stakeholder Committee means the Stakeholder Committee for TechShare.Juvenile and JCMS.Basic, as provided for in the Master ILA. The voting strength of Stakeholders' representatives serving on the Stakeholder Committee is equal to each respective Stakeholder's Capital Costs.
- 2.18. Subscriber: a Participant sharing TechShare.Juvenile in the form of Software as a Service.
- 2.19. TechShare.Juvenile: TechShare.Juvenile is defined as the full-featured Juvenile Case Management System, including all versions, to be utilized by the Participants. TechShare.Juvenile includes all of the JCMS.Basic functionality and provides additional operational and management capabilities for counties for the purpose of supporting overall juvenile justice activities at the local level.

3. Term of Addendum

- 3.1. This 2017 Resource Sharing Addendum shall be effective from January 1, 2017 through and including December 31, 2017.

4. Operation and Maintenance of TechShare.Juvenile

- 4.1. Urban Counties will provide or contract for services to operate the Production Version of TechShare.Juvenile in the Production Environment for the Participants.
- 4.2. TechShare.Juvenile will be maintained to comply with, and to identify defects in accordance with, the TechShare.Juvenile and JCMS.Basic System Response Time and Throughput Requirements, the current version of which can be found at the URL specified in the 2017 Work Plan, Attachment A. Support will be provided in accordance with the TechShare.Juvenile and JCMS.Basic System Support Plan, the current version of which can be found at the URL specified in the 2017 Work Plan, Attachment A.
 - 4.2.1. As requested by the Stakeholder Committee and approved by the Oversight Committee, the Board of Directors may approve changes to the TechShare.Juvenile and JCMS.Basic System Response Time and Throughput Requirements, and any such revised version shall automatically be substituted for the preceding version. In the event of unexpected changes to cost associated with the TechShare.Juvenile and JCMS.Basic System Response Time and Throughput Requirements, the Stakeholder Committee shall suggest revisions to permit compliance within the approved budget.

- 4.2.2. As requested by the Stakeholder Committee and approved by the Oversight Committee, the Board of Directors may approve changes to the TechShare.Juvenile and JCMS.Basic System Support Plan, and any such revised version shall automatically be substituted for the preceding version. In the event of unexpected changes to cost associated with the TechShare.Juvenile and JCMS.Basic System Support Plan, the Stakeholder Committee shall suggest revisions to permit compliance within the approved budget.
- 4.3. Urban Counties is not responsible for system response time and performance outside the Production Environment.
- 4.4. Urban Counties will provide an issue tracking system in order to support the reporting of issues and defects in the Production Version of TechShare.Juvenile.
- 4.5. Urban Counties will develop, publish and maintain an operations guide that will be used to manage issues and defects reported by the Participants.
- 4.6. Service Availability: The Production Version of TechShare.Juvenile in the Production Environment will be available for use seven (7) days per week, twenty-four (24) hours per day except for scheduled maintenance and updates.
- 4.7. Urban Counties will diagnose and correct defects in the Production Environment in accordance with the following service levels:
- 4.7.1. Severity Level 1 – Critical, defined as a problem or outage that directly impedes a Participant’s ability to carry out essential business functions.
- 4.7.1.1. Response provided within two (2) hours for all Severity Level 1 issues.
- 4.7.1.2. Resolution by continuous work until either problem resolved by either permanent fix or temporary fix that allows the Participant to resume essential business functions.
- 4.7.2. Severity Level 2 – Urgent, defined as an issue or problem that hampers a Participant’s use of a function, but does not prevent the Participant from carrying out essential business functions. Deemed a high priority item for attention.
- 4.7.2.1. Response provided within two (2) Calendar Days for all Severity Level 2 issues.
- 4.7.2.2. Resolution by continuous work until resolved with either a temporary fix or patch or permanent resolution that allows the Participant to resume normal operation of essential business functions.
- 4.7.3. Severity Level 3 – Normal, defined as a defect or issue that, if corrected, would improve the use or functionality of the system. Deemed as a low priority.
- 4.7.3.1. Response provided within five (5) Business Days for all Severity Level 3 issues.
- 4.7.3.2. Resolution based on joint planning with Participants to determine when to apply temporary fix or patch or permanent solution to address issue.
- 4.8. If a Participant desires a unique operation plan beyond the operation services described in this Section 4, the cost of such individual operation plan will be the responsibility of that Participant.
- 4.9. Urban Counties has the authority to make all necessary decisions to interpret severity levels and service levels.
- 4.10. If a Participant disagrees with a severity level or service determination made by Urban Counties, the Participant may request a conference, to occur as expeditiously as reasonably possible for the parties, between the TechShare Development Manager and the IT Director of the Participant (or designee) for the purpose of discussing the severity level or service determination and attempting to resolve the disagreement.

- 4.11. If the conference as provided in 4.10. does not resolve a disagreement regarding a severity level or service level determination made by Urban Counties, the Participant may have its Representative contact the Chairman of the Stakeholder Committee for the purpose of appealing the determination.
 - 4.11.1. The Chairman of the Stakeholder Committee shall call for a Stakeholder Committee meeting to discuss the appeal as expeditiously as reasonably possible for members of the Stakeholder Committee.
 - 4.11.2. The decision of the Stakeholder Committee shall be final.

5. Maintenance of TechShare.Juvenile

- 5.1. Urban Counties will maintain or contract for services to maintain TechShare.Juvenile in good working order in accordance with the TechShare.Juvenile and JCMS.Basic System Support Plan.
- 5.2. Maintenance does not include enhancement of functionality of TechShare.Juvenile unless specific enhancements are included in the Work Plan, Budget and Cost Allocation as approved by the Stakeholder Committee and the Urban Counties Board of Directors.

6. 2017 Work Plan, Budget and Cost Allocation

- 6.1. The 2017 Work Plan, Budget, and Cost Allocation is attached as Attachment A.
- 6.2. As additional Participants execute this Addendum, or as desired changes to the budget or cost allocation are identified, the Board of Directors may approve changes to the budget or cost allocation contained 2017 Work Plan, Budget, and Cost Allocation. The Stakeholder Committee, with approval of the Oversight Committee, may approve changes to the work plan contained in the 2012 Work Plan, Budget, and Cost Allocation that do not require changes to the budget or cost allocation. If approved as set forth herein, the revised version of the 2017 Work Plan, Budget, and Cost Allocation shall automatically be substituted for the prior version as Attachment A without the necessity of approval by Participants that are not required to pay more.
- 6.3. Payments for costs set forth in the 2017 Work Plan, Budget, and Cost Allocation are due from each Participant on the respective dates in the 2017 Work Plan, Budget, and Cost Allocation. In the case of TJJJ, payment will be made in accordance with the payment rules of the State Comptroller.
 - 6.3.1. Costs as set forth in the 2017 Work Plan, Budget, and Cost Allocation for any Participant implementing TechShare.Juvenile during the term of this Addendum are due no later than 30 days after Go Live for the Participant.
 - 6.3.1.1. Operation and Maintenance (O&M) Costs will be prorated for the Participant in accordance with the date of Go Live.

7. Coordination of Activities For, and Funding From, TJJJ for the Benefit of JCMS.Basic Counties

- 7.1. Until 2017, TJJJ was a Participant in the Master ILA and the Resource Sharing Addenda for TechShare.Juvenile and JCMS.Basic. TJJJ is now expected to contract directly with Urban Counties for maintenance and operation of JCMS.Basic on terms similar to the terms in this Addendum, including the payment of costs as calculated in this Addendum for Stakeholders.
 - 7.1.1. Urban Counties will contractually require TJJJ to obtain the execution of the JCMS.Basic Use Agreement, or a similar agreement imposing the rights and responsibilities in Section 11, by any entity using JCMS.Basic through TJJJ.
 - 7.1.2. Funding received by Urban Counties from TJJJ for operation and maintenance of JCMS.Basic will be used solely for that purpose.

7.1.3. In the event TJJD does not contractually commit to pay its portion of the 2017 budget as set forth in Attachment A, and if Urban Counties determines the 2017 Work Plan cannot be accomplished with funds available from Participants pursuant to this Addendum, then Urban Counties will notify all Participants and JCMS.Basic Counties. The Parties will work cooperatively to determine what actions are necessary to address any shortfall.

7.2. If TJJD contracts with Urban Counties under terms similar to those in this Addendum and pays its proportionate share of the 2017 budget as set forth in Attachment A, TJJD will continue to be a Stakeholder.

8. TechShare.Juvenile Funding Formula

8.1. The Stakeholder funding formula for TechShare.Juvenile shall be based on population.

8.1.1. Each Stakeholder's percentage of the Capital Costs of TechShare.Juvenile shall be equal to the percentage that the Stakeholder's population represents of the total population of all Stakeholders, except that Dallas and Tarrant counties previously agreed to a different allocation of Capital Costs as between them for Capital Costs incurred to date. For the calculation of Capital Costs, population figures from the 2010 decennial census will be used.

8.1.1.1. Entities that become additional Stakeholders during the term of this Addendum may elect to pay their capital costs in equal annual payments, not exceeding 10 years. Once a term is selected, the Stakeholder may elect to shorten the payment term and make fewer annual payments, but may not elect to extend the payment term.

8.1.1.2. A Stakeholder that pays capital costs calculated under section 8.1.1.1. is not eligible for any refund of capital costs as additional entities participate in this Addendum until such time as the Stakeholder's paid capital costs equal or exceed its total capital costs as calculated in accordance with section 8.1.1.

8.1.2. Each Stakeholder's percentage of the O&M Costs of TechShare.Juvenile, exclusive of TJJD's O&M Costs, shall be equal to the percentage that the Stakeholder's population represents of the total population of all Stakeholders. For this calculation of O&M Costs, decennial census figures or annual census estimates as published by the Texas State Data Center, whichever is most recent as of March 1 immediately preceding the start of the O&M period, will be used.

8.2. Notwithstanding any provision in the Master ILA requiring payment of Capital Costs, Participants may elect to share TechShare.Juvenile through a SaaS arrangement.

8.2.1. For TechShare.Juvenile, Subscriber costs will be determined using a metric approved by the Stakeholder Committee.

8.2.2. Using the approved metric, a baseline cost per metric shall be calculated as: (a) the sum of anticipated non-capital costs for all Stakeholders for 2017; and (b) divided by the metric as applied to Stakeholders. Once the baseline cost has been determined, the anticipated costs that are unique for the individual Subscriber (e.g., hosting services) will be added. (Example: Sum of anticipated non-capital costs applicable to all Stakeholders: \$100,000. Metric: Number of users. Stakeholder users: 100. Expected costs unique to a SaaS Subscriber: \$50,000. Subscriber users: 30. Baseline cost per user for calculation of SaaS Subscriber fee = $\$100,000 \div 100 \text{ users} = \$1,000 \text{ per user}$. So the baseline cost + unique costs = $(\$1,000 \times 30) + \$50,000 = \$80,000$.)

8.2.3. Capital recovery costs shall be calculated by dividing the total capital value of TechShare.Juvenile by its estimated useful life to arrive at an annual capital recovery amount, and then dividing that annual capital recovery amount by the approved metric (e.g.,

number of users) as applied to each Texas Participant. Once established, the capital cost recovery component of the fee formula will remain constant, even with the addition of other out-of-state entities. The capital cost recovery calculation is included in Attachment A.

- 8.2.3.1. For Texas Subscribers, the periodic subscription fee shall be the sum of:
- 8.2.3.1.1. the baseline cost per metric multiplied by the Subscriber's number of metrics; and
 - 8.2.3.1.2. the anticipated unique costs for the Subscriber; and
 - 8.2.3.1.3. 15% of the sum of the amounts in 8.2.3.1.1. and 8.2.3.1.2.

- 8.2.3.2. For non-Texas Subscribers, the periodic subscription fee shall be the sum of:
- 8.2.3.2.1. the baseline cost per metric multiplied by the Subscriber's number of metrics;
 - 8.2.3.2.2. the anticipated unique costs for the Subscriber; and
 - 8.2.3.2.3. 15% of the sum of the amounts in 8.2.3.2.1. and 8.2.3.2.2; and
 - 8.2.3.2.4. the capital recovery cost per metric multiplied by the Subscriber's number of metrics.

8.3. In accordance with section 4.2. of the Master ILA, a Participant eligible for membership in Urban Counties but not a member in good standing shall pay annually, as additional O&M Costs, an amount that in total for all TechShare Resources that the Participant shares equals the amount the Participant would pay in dues if it were a member of Urban Counties.

9. Limitations on Rights of Subscribers

- 9.1. Subscribers are not eligible for refunds of subscription fees as additional Participants join in sharing TechShare.Juvenile.
- 9.2. Subscribers may participate in user conferences to prioritize maintenance and "evergreening" activities, but do not serve on the Stakeholder Committee.
- 9.3. Subscribers shall have no right to continued use of TechShare.Juvenile if they no longer share through this or a successor agreement through TechShare.

10. Access to Source Code

- 10.1. Representatives from each Stakeholder shall be given continuing access to the source code for TechShare.Juvenile, as well as access to any other software needed to compile and/or build TechShare.Juvenile, in the source code repository maintained by Urban Counties.

11. Sharing of Data

- 11.1. 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.
- 11.2. The Parties acknowledge and agree that data within TechShare.Juvenile and JCMS.Basic will be accessible by other Parties and entities accessing JCMS.Basic through TJJD, in accordance with access levels set forth in section 58.306, Texas Family Code.
- 11.3. Each Party is responsible for ensuring its employees and other persons accessing data within TechShare.Juvenile and JCMS.Basic through the Party are authorized to do so, and will use such data only as is legally permitted.

- 11.4. No exceptions to disclosure under the Public Information Act are waived by the exchange, disclosure, or dissemination of confidential juvenile information under this Addendum.
- 11.5. Participants agree that the following terms and conditions apply to the Participants and their representatives regarding access to the confidential juvenile information and data maintained in TechShare.Juvenile and/or JCMS.Basic:
- 11.5.1. Participants 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.
 - 11.5.2. All users of TechShare.Juvenile and/or JCMS.Basic 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 and JCMS.Basic; (b) that use of TechShare.Juvenile and JCMS.Basic 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.
 - 11.5.3. Participants agree that TechShare.Juvenile and JCMS.Basic shall not be used for any personal purposes, including entertainment, personal business, or personal gain.
 - 11.5.4. Participants 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.
 - 11.5.5. Participants 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.
 - 11.5.6. Participants shall safeguard access to TechShare.Juvenile and JCMS.Basic and shall not provide access capabilities to anyone for any reason, unless authorized by law.
 - 11.5.7. Participants understand and acknowledge that violation of the conditions of the terms of this Addendum may cause the immediate revocation of all access to TechShare.Juvenile and JCMS.Basic granted to a Participant and/or its representatives.
 - 11.5.8. Participants shall agree that use of TechShare.Juvenile and JCMS.Basic may be monitored or audited by various means, including monitoring or auditing that may occur without a Participant's knowledge or prior notice.
- 11.6. Urban Counties shall limit access to Participants' confidential, proprietary information solely to those persons or entities to whom such disclosure is necessary to perform the purposes stated herein and/or to those persons or entities that are subject to the provisions of this agreement.
- 11.6.1. Urban Counties agrees that under no circumstances shall Urban Counties permit disclosure, access, distribution, copying, review, or examination of a Participant's confidential or proprietary information by any other party not authorized herein.
 - 11.6.2. Confidential, proprietary information provided by a Participant shall not be modified or marketed without the written authorization of the Participant.
 - 11.6.3. All reasonable security precautions, at least as great as the precautions Urban Counties takes to protect its own confidential information, but no less than reasonable care, shall be taken by Urban Counties to prevent unauthorized use or disclosure of juvenile information.
 - 11.6.4. Urban Counties shall cooperate with a Participant to regain possession and/or prevent unauthorized use or disclosure of juvenile information maintained in TechShare.Juvenile.

12. Participant Access to Information

- 12.1. Urban Counties shall make available to Participants the following information, which shall be posted in its then-current form to the TechShare website or other electronically accessible location:
 - 12.1.1. the Master ILA and this Addendum;
 - 12.1.2. the workplan, budget, and cost allocation;
 - 12.1.3. list of Participants;
 - 12.1.4. information regarding Stakeholders' Pre-Paid Costs, Capital Costs, and reimbursements of those costs;
 - 12.1.5. contracts with vendors providing goods or services directly for a Participant;
 - 12.1.6. the TechShare.Juvenile and JCMS.Basic System Support Plan;
 - 12.1.7. feature definitions, design documents and other technical plans proposed for consideration;
 - 12.1.8. training manuals and other training material;
 - 12.1.9. records of expenditures; and
 - 12.1.10. documents presented at Stakeholder Committee meetings and Oversight Committee meetings which pertain to TechShare.Juvenile and/or JCMS.Basic, and meeting minutes.
- 12.2. As information is replaced with more current versions, old information will be compiled in archive folders and will remain available to Participants.

13. Miscellaneous

- 13.1. This Addendum may not be amended except in a written instrument specifically referring to this Addendum and signed by the Parties hereto.
- 13.2. Each Party represents that it has, as of the date of the execution of this Addendum, obtained all requisite approvals and authority to enter into and perform its obligations under this Addendum, including the funds necessary to satisfy its obligations herein.
- 13.3. In the event any term or provision of this Addendum conflicts with any provision of law, or is declared to be invalid or illegal for any reason, this Addendum will remain in full force and effect and will be interpreted as though such invalid or illegal provision were not a part of this Addendum. The remaining provisions will be construed to preserve the intent and purpose of this Addendum and the parties will negotiate in good faith to modify any invalidated provisions to preserve each party's anticipated benefits.
- 13.4. In order to maintain a current version of this complete Agreement, whenever Attachment A is revised by automatic substitution, Urban Counties will issue the revised attachment to all Participants.

14. Termination

- 14.1. A Participant may terminate its participation in this Addendum by providing written notice of termination to Urban Counties at least ninety (90) days prior to termination, with copies of said notice to the other Participants.
 - 14.1.1. Upon termination by a Participant Urban Counties shall remove the Participant's data from the shared TechShare.Juvenile database and return to the Participant its data in an industry-standard electronic format. Urban Counties and the Participant shall work cooperatively on the timing of the return of the data.

- 14.1.2. Urban Counties will not issue refunds of amounts previously paid by any Participant that terminates its participation.
- 14.2. Urban Counties may terminate this Addendum if TJJD does not provide funding in the amount identified in Attachment A and Urban Counties and the Participants are unable to agree on a revised Work Plan. In that event, Urban Counties shall refund to Participants all unexpended funds as of the date of termination.
- 14.3. Participants may terminate Addendum or renegotiate the allocation of remaining costs if TJJD does not provide funding in the amount identified in Attachment A.
- 14.4. A change in the budget or the funding formula that does not require a Participant to pay more than the total dollar amount as previously approved by the Participant shall not require additional approval of the Participant. *In no event will a Participant be obligated to pay more than the amount set forth Attachment A without formal approval of the Participant's governing body.*

15. Attachment Incorporated

- 15.1. Attachment A: 2017 Work Plan, Budget and Cost Allocation (for the period of the Addendum) is incorporated in this Addendum as if fully set forth herein.

16. Approval Necessary for Addendum to be Effective

- 16.1. The 2017 Work Plan, Budget and Cost Allocation assume initial approval of this Addendum by Dallas and Tarrant counties.
- 16.2. This Addendum shall not be in effect as to any party until approved by Dallas and Tarrant counties.

This Addendum may be executed in multiple counterparts each of which will be deemed an original, but all multiple counterparts together will constitute one and the same instrument.

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COUNTY OF JOHNSON

By: 

Title: Johnson County Judge

Date: 2/13/17

ATTEST:

By: 

Title: county clerk



Name and Address for Purposes of Notice:

County Judge Roger Harmon

#2 main St., Rm 120

Cleburne, TX 76033

TEXAS CONFERENCE OF URBAN COUNTIES, INC.

BY:  _____

Title: Executive Director

Date: 1/27/17

Name and Address for Purposes of Notice:

Donald Lee
500 W. 13th Street
Austin, TX 78701

2017 WORK PLAN, BUDGET, AND COST ALLOCATION
TECHSHARE.JUVENILE AND JUVENILE CASE MANAGEMENT SYSTEM - BASIC
RESOURCE SHARING ADDENDUM

Work Plan

Priorities

The tasks and activities to be completed under this agreement are prioritized as follows:

1. Operation – ensuring the continued availability and reliability of TechShare.Juvenile and JCMS.Basic for the Participants based on the approved System Support Plan related to environment evergreen, defect management and requests received for data within the system. The System Support Plan may be accessed through the following:

<https://confluence.jcms-tx.org/confluence/display/JTDA/TechShare.Juvenile+and+JCMS.Basic+System+Support+Plan>

2. Maintenance – applying maintenance as required by statute or rule and/or to keep the system features and functions evergreen by continual enhancement as defined within the Product Backlog. The Product Backlog may be accessed through the following:

<https://confluence.jcms-tx.org/confluence/display/JTDA/2017+Product+Backlog>

The Product Backlog indicates those listed items which, without any additions to the Backlog or changes in priorities of the Participants, Urban Counties will accomplish during the term of the 2017 Resource Sharing Addendum.

As the Participants approve additional items for development or change priorities, the Stakeholder Committee will approve revisions to the Product Backlog to reflect the additional items and priorities. The updated Product Backlog will be posted to the link above.

TechShare.Juvenile will be maintained to comply with, and to identify defects in accordance with, the TechShare.Juvenile and JCMS.Basic System Response Time and Throughput Requirements, which may be accessed through the following:

<https://confluence.jcms-tx.org/confluence/display/JTDA/TechShare.Juvenile+and+JCMS.Basic+System+Support+Plan>

3. Marketing and Implementation Planning of TechShare.Juvenile – marketing and product demonstrations to counties and states, preparation of budget proposals and implementation planning for potential new participants.

TechShare.Juvenile will be upgraded to the latest version of .NET from Microsoft as new versions become generally available.

TechShare.Juvenile and JCMS.Basic will be modified to incorporate legislatively mandated requirements that can be completed within the approved budget. Systems releases, versions or builds to provide for the application of legislatively mandated changes and prioritized feature enhancements to the operating environments for TechShare.Juvenile and JCMS.Basic will be deployed and implemented.

Deliverables

1. Change Requests

Each Change Request will describe how the specific changes to the software are necessary to meet the operational requirements of the requesting entity. The Change Requests will be reviewed, approved, and prioritized by the Stakeholder Committee as they are scheduled for development.

2. Sprint Plans

For each two-week development cycle (Sprint), a Sprint Plan will be documented to communicate which defect corrections and change orders are included in the development cycle.

3. Release Notes

For each deployment to production, Release Notes will be provided describing the changes to the software.

Schedule

- 1. Operation: Ongoing
- 2. Maintenance: Ongoing
- 3. Implementation of TechShare.Juvenile in counties: As scheduled

Capital Costs, Allocation and Capital Cost Recovery

The total Capital Cost of TechShare.Juvenile as of January 1, 2017 is \$11,247,004.06.

Capital Costs are allocated among Stakeholders according to the relative population of each Stakeholder to the total population of all Stakeholders. The Capital Costs of each Stakeholder is shown on the table below.

| Bexar County Balance | Collin County Balance | Dallas County Balance | Denton County Balance | Johnson County Balance | Tarrant County Balance | Total Capital Cost |
|----------------------|-----------------------|-----------------------|-----------------------|------------------------|------------------------|--------------------|
| \$3,462,733.08 | \$594,586.24 | \$3,248,428.00 | \$503,592.64 | \$114,710.00 | \$3,322,954.10 | \$11,247,004.06 |

*Johnson County paying Capital Costs in ten (10) equal payments of \$11,471 beginning in 2017.

The following formula shows the calculation for Capital Cost Recovery as described in Section 8.2.3 of the Addendum for the purpose of determining the annual SaaS fee for out-of-state Subscribers. A standard metric must be determined by the Stakeholders before an actual calculation be completed.

$$(\text{Total Capital Cost} / \text{Useful Life of the System}) / \text{Texas Metric Units Approved by Stakeholders} = \text{annual Capital Cost Recovery amount per Metric Unit.}$$

$$(\$11,247,004.06 / 20 \text{ years}) / (\text{Number of Texas Metric Units}) = \$ \text{NNN.NN per Metric Unit per 12 months.}$$

Operations and Maintenance Budget and Allocation

The Operations and Maintenance Budget for this Addendum is shown in the table below.

| <u>TechShare</u> | <u>JCMS M&O FY17</u> |
|-------------------------------|------------------------------|
| Income | |
| Collin County | \$ 261,383 |
| Dallas County | \$ 680,000 |
| Denton County | \$ 221,382 |
| Tarrant County | \$ 604,405 |
| TJJD | <u>\$ 1,252,250</u> |
| Total Income | \$ 3,019,420 |
| Expense | |
| General Class | \$ 233,269 |
| Program Expenses | |
| IT Systems | \$ 548,100 |
| Meetings | \$ 10,200 |
| Total Other Expenses | \$ 7,200 |
| Total Staffing | \$ 1,593,507 |
| Total Travel | \$ 9,894 |
| Total Program Expenses | \$ 2,168,901 |
| TechShare Indirect | \$ 474,049 |
| Association Services Fees | <u>\$ 120,777</u> |
| Total Expense | \$ 2,996,996 |
| Net Reserve | <u>\$ 22,425</u> |



Cost Allocation and Payment Plan:

The budget will be funded through a single payment from each Stakeholder, based on the schedule shown below:

| Stakeholder Payment Plan – Payments due by the earlier of 30 days after County approval or December 30, 2016 | |
|---|---------------------|
| Stakeholder: | Allocation |
| Collin County | \$ 261,383 |
| Dallas County | \$ 680,000 |
| Denton County | \$ 221,382 |
| Tarrant County | \$ 604,405 |
| Required Payment from Texas Juvenile Justice Department | \$ 1,252,250 |
| Total | \$3,019,120 |

With the participant payments totaling \$3,019,120, the overall budget will generate a net reserve of \$22,425.

Multi-County Juvenile Probation Departments

Both Capital Costs and O&M Costs will be allocated per Participant in accordance with method/formula for all other similarly situated Participants (i.e, Stakeholders and Subscribers), unless the commissioners court from every county in a multi-county jurisdiction agrees to split their collective costs in some other manner as between those counties only. A commissioners court resolution, minute order, or other such document evidencing each county's agreement must be provided to Urban Counties before any such other manner of allocation will be recognized.

Texas Conference of Urban Counties

TechShare.Juvenile Implementation Agreement

1. Background and Purpose

- 1.1. Johnson County is a participant in the TechShare.Juvenile Resource Sharing Addendum (hereinafter "the Addendum") to the Master Interlocal Agreement for Participation in the Texas Conference of Urban Counties TechShare Program.
- 1.2. This Agreement is entered into by and between the Texas Conference of Urban Counties ("Urban Counties") and Johnson County for the purpose of implementation of TechShare.Juvenile in Johnson County.

2. Term of Agreement

- 2.1. This Agreement shall be effective from March 6, 2017 through the completion of the scope of work as set forth in Attachment A.

3. Project Approach, Staffing, Deliverables and Budget

- 3.1. The Project Approach, Staffing, Deliverables and Budget is attached as Attachment A.
- 3.2. In addition to the responsibilities of Johnson County staff set forth in Attachment A, Johnson County is responsible for the acquisition and installation, as applicable, of hardware, software, and third-party services necessary for the successful implementation of TechShare.Juvenile. Those items may include the following:
 - 3.2.1. Systems Hardware and Software Costs:
 - Application servers for the local replicated database
 - Document scanners to upload documents into TechShare.Juvenile
 - Disaster recovery equipment
 - Software licenses for any applications used in connection with TechShare.Juvenile, or to interface with the replicated database
 - Development of the interface for any other applications that will interface with the replicated database

4. Compensation of Urban Counties

- 4.1. Urban Counties shall be compensated as set forth in Attachment A.
- 4.2. Urban Counties will invoice Johnson County for the total amount indicated in Attachment A, Project Budget, upon approval of this agreement by the Commissioners Court. Payment is due from Johnson County no later than April 1, 2017.
- 4.3. Urban Counties will provide a monthly "expenditure" report showing staffing hours, staffing costs, and travel costs for the Urban Counties Team for the preceding period.

- 4.4. At completion of the scope of work set forth in Attachment A, if there is a positive balance of funds paid by Johnson County to Urban Counties pursuant to this Agreement, such funds will be returned to Johnson County once the balance has been certified by an external, independent review.

5. Miscellaneous

- 5.1. This Agreement may not be amended except in a written instrument specifically referring to this Agreement and signed by the Parties hereto.
- 5.2. Each Party represents that it has, as of the date of the execution of this Agreement, obtained all requisite approvals and authority to enter into and perform its obligations under this Agreement, including the funds necessary to satisfy its obligations herein.
- 5.3. In the event any term or provision of this Agreement conflicts with any provision of law, or is declared to be invalid or illegal for any reason, this Agreement will remain in full force and effect and will be interpreted as though such invalid or illegal provision were not a part of this Agreement. The remaining provisions will be construed to preserve the intent and purpose of this Agreement and the Parties will negotiate in good faith to modify any invalidated provisions to preserve each Party's anticipated benefits.

6. Attachments Incorporated

- 6.1. Attachment A: Project Approach, Staffing, Deliverables and Budget is incorporated in this Addendum as if fully set forth herein:

This Agreement may be executed in multiple counterparts each of which will be deemed an original, but all multiple counterparts together will constitute one and the same instrument.

[Signature Page to Follow]

COUNTY OF JOHNSON

By: *Roger Harmon*

Title: County Judge

Date: 2/13/17

ATTEST:

By: *Becky Mey*

Title: County Clerk



Name and Address for Purposes of Notice:

County Judge Roger Harmon

#2 Main St., Rm 120

Cleburne, Tx 76033

TEXAS CONFERENCE OF URBAN COUNTIES, INC.

BY: *[Signature]*

Title: Executive Director

Date: 2.9.17

Name and Address for Purposes of Notice:

Donald Lee
500 W. 13th Street
Austin, TX 78701

ATTACHMENT A
PROJECT APPROACH, STAFFING, DELIVERABLES AND BUDGET
TECHSHARE.JUVENILE IMPLEMENTATION AGREEMENT

Implementation Project Approach

The implementation project for Johnson County is structured to provide oversight and direct services necessary to transition Johnson County Juvenile Department from JCMS.Basic system to the TechShare.Juvenile Resource, and to implement TechShare.Juvenile in Johnson County during the first quarter of 2017 and the second and third quarters of calendar year 2017. The project has been scoped to assume a target “go live” date in the third quarter of calendar year 2017.

As a part of this process, the implementation team will make data conversion decisions and identify current business practices that may need to be modified to utilize new functionality available in TechShare.Juvenile. Implementation services include “training for trainers” for identified Johnson County resources to ensure they are prepared and are provided the necessary training, curriculum, and user guides to effectively train end users. The implementation effort will include the development of a “go live” plan, execution of this plan, and support during and post go live.

Implementation Steps

1. Planning and Kick Off

The planning phase will focus on establishing the key milestones and development of the project plan and schedule. The formats for communication, gathering, managing, and escalating issues, and regular project oversight and status reporting will be developed and published. An initial kick-off meeting will be held with the entire project team to ensure the project team is properly formed with roles and responsibilities clearly understood. In addition, Implementation Guidelines will also begin to be developed in order to document the specific goals of each major task within the Implementation Plan and the related staff allocated to the effort.

2. Establish Implementation Team

The Implementation Team is a joint team made up of Urban Counties and Johnson County Juvenile Department and Information Technology participants. The following describes the Implementation Team Roles/Responsibilities for both the Urban Counties and Johnson County.

| Organization | Role | Responsibility |
|---------------------------|-----------------------------------|---|
| Urban Counties | Project Director | <ol style="list-style-type: none"> 1. Manages the TechShare Program 2. Facilitates contracts and related agreements for the implementation effort 3. Participates in and provides input on major milestone tasks throughout the effort |
| | Resource Manager | <ol style="list-style-type: none"> 1. Manage the overall effort related to implementation of TechShare.Juvenile within Johnson County. 2. Assist in the mitigation of identified risks. 3. Escalate issues which cannot be resolved by the Implementation Manager to the appropriate Stakeholders. 4. Onboard Product Owner to Roles/Responsibilities for TechShare.Juvenile. 5. Assist Implementation Manager/Specialist in BPM Development (As-Is and To-Be), Referral Disposition Workflow Mapping Guidelines, and use of Confluence 6. Develop Referral Disposition Workflow Mapping Guide 7. Assist Implementation Manager in developing forms matrix 8. Assist in the conversion of 10 forms to ActiveDocs 9. Onboard Stakeholders to Roles/Responsibilities for JCMS Stakeholder Committee. |
| | Implementation Manager/Specialist | <ol style="list-style-type: none"> 1. Develop TechShare.Juvenile Implementation Plan 2. Manage the daily tasks and status updates for the Implementation Plan 3. Ensure implementation team completes the project in conjunction with assigned County Project Manager. 4. Develop Implementation Guidelines for the effort. 5. Provide assistance in the development of As-Is and To-Be BPM's. 6. Onboard Johnson County Team Members to the Confluence a toolset used to generate county specific business processes and research requirements 7. Develop Template Questionnaires and content necessary to generate documents utilizing TechShare.Juvenile Data within the ActiveDocs forms generation tool. 8. Provides Training to County functional team or Super Users 9. Mitigate Identified Risks 10. Escalate issues which cannot be resolved within the team to the Resource Manager |



| Organization | Role | Responsibility |
|----------------|--|---|
| | | <ol style="list-style-type: none"> 11. Secure Acceptance, Approval, and Sign Off of all deliverables for the implementation project. |
| | Development Lead/Sr Database Administrator | <ol style="list-style-type: none"> 1. Develop Mapping Guidelines, Crosswalk Tables, and Conversion Scripts. 2. Sr. DBA responsible for converting data into TechShare.Juvenile from JCMS.Basic format 3. Provide oversight and assistance for the installation of replicated database into Johnson County Local Environment. |
| | Database Administrator | <ol style="list-style-type: none"> 1. Assist the Sr. DBA with mapping, crosswalk tables, and conversion scripts. 2. Assist in the development of Mapping Guidelines, Crosswalk Tables, and Conversion Scripts. |
| | Systems Administrator | <ol style="list-style-type: none"> 1. Assist Johnson County IT with connectivity to Data Validation, Smoke Test, and TechShare.Juvenile environments 2. Support the TechShare.Juvenile Data Validation, Smoke Test, and TechShare.Juvenile Environments necessary for implementation. |
| | Quality Assurance Analyst | <ol style="list-style-type: none"> 1. Develop Train the Trainer Guides for Johnson County 2. Provide User Guides for Johnson County |
| | Quality Assurance Manager | <ol style="list-style-type: none"> 1. Identify and document the System Support Plan for TechShare.Juvenile in Johnson County 2. Onboard Johnson County identified System Administrators for Production Operations Responsibilities. |
| | Trainer | <ol style="list-style-type: none"> 1. Support Johnson County in the development of training delivery for end users. |
| Johnson County | Stakeholder (Juvenile Department) | <ol style="list-style-type: none"> 1. Act as the Stakeholder for monthly Stakeholder Committee meetings. 2. Approve Change Requests developed by the Urban Counties with Collin, Denton, Dallas, Johnson, and Tarrant counties and TJJJ Product Owners. |

| Organization | Role | Responsibility |
|--------------|---|---|
| | | <ol style="list-style-type: none"> 3. Escalation point for any identified risks 4. Provide Sign Off on all Deliverables for the Implementation Project |
| | Stakeholder (Technical or Administrative) | <ol style="list-style-type: none"> 1. Act as a Stakeholder for monthly Stakeholder Committee meetings 2. Escalation point for any identified risks. 3. Provide Sign Off on all Deliverables for the Implementation Project |
| | Project Manager | <ol style="list-style-type: none"> 1. Schedule Internal Resources 2. Facilitate resolution of county specific issues. 3. Escalate Issues to Stakeholder and Implementation Manager 4. Provide assistance with detailed hands on knowledge of the business operations of the department. 5. Provide Oversight and Review of BPM's. |
| | Subject Matter Experts | <ol style="list-style-type: none"> 1. Work with Implementation Specialist to define the As-Is and To-Be BPM's. 2. Define appropriate TechShare.Juvenile Roles for Johnson County users. 3. Assist Johnson County Project Manager with identified implementation tasks. |
| | Conversion, Integration and Reporting Specialist | <ol style="list-style-type: none"> 1. Provide technical assistance to Johnson County in the migration of data from the JCMS.Basic to TechShare.Juvenile. 2. Resource for modification of local reports. 3. Assist in the resolution of data issues which require cleanup or modification in support of converting JCMS.Basic data to TechShare.Juvenile. |
| | Technical Architect/Information Technology Specialist | <ol style="list-style-type: none"> 1. Assist and support establishing a connection to the TechShare.Juvenile Data Validation, Smoke Test, and Production Environments. 2. Support the design, procurement and implementation of local Johnson County architecture necessary for local reporting, replicated data and access to the system. |
| | Product Owner (Juvenile Department) | <ol style="list-style-type: none"> 1. Act as the Product Owner for Johnson County. 2. Participate in the development of the definition for Change Request to the system and approve Change Requests for updated or additional functionality in advance of design and development of the feature. |

| Implementation Team Directory | | |
|-------------------------------|----------|---|
| Organization | Role | Responsibility |
| | | 3. Review Change Request design documentation and provide feedback for Johnson County 4. Facilitate the development of As-Is and To-Be BPM and gain approval for To-Be BPM's. 5. First line of support for local issues reported by Johnson County users. 6. Facilitate Training Needs for Johnson County during Implementation and Daily Operations of the System. 7. Attend Monthly Product Owner Meetings and Product Backlog Reviews. |
| | Trainers | 1. Provide training for Johnson County personnel in advance of Go Live. 2. Provide routine training for Johnson County personnel on an ongoing basis. |

3. **Establishing Connectivity to TechShare.Juvenile Hosted Environments**

Urban Counties will provide system requirements specifications and recommendations to enable Johnson County to determine infrastructure and desktop readiness for migration to TechShare.Juvenile. Urban Counties will schedule and coordinate efforts necessary to configure and establish VPN connectivity between Johnson County and the TechShare.Juvenile environments. Urban Counties will establish and maintain dedicated data validation, testing, and smoke test environments that will be used by Johnson County throughout the implementation process. TechShare.Juvenile testing and training environments will be maintained once Johnson County is live on the production version of the system.

4. **Business Analysis and Quality Assurance Services**

Urban Counties staff will assist Johnson County in the identification and review of current (As-Is) Business Practices and post-implementation (To-Be) Business Practices. This analysis will also offer insight to any Business Process which might require modification to maximize utilization of functionality included in TechShare.Juvenile.

5. **Data Mapping and Conversion**

Urban Counties will be responsible for the data conversion of Johnson County data from JCMS.Basic into TechShare.Juvenile including creation of the necessary mapping/crosswalk tables and conversion scripts.

Urban Counties has planned for up to four (4) conversions of data, modifying or correcting conversion scripts as needed to address any identified data issues. Urban Counties will

provide assistance to validate and correct converted data including providing sample data worksheets and will work with Johnson County to evaluate a resolution to the issue.

Sign off from Johnson County is required upon conclusion of the Data Conversion tasks identified within the Johnson County TechShare.Juvenile Implementation Plan and a prerequisite to entering into a Smoke Test of the system.

6. Training and Testing

Urban Counties will provide the Train the Trainer Guides and User Guides available for TechShare.Juvenile. Urban Counties will also assist Johnson County in modifying these guides to support the local training needs of Johnson County.

The Urban Counties will also conduct Train the Trainer sessions with identified Johnson County staff, and assist those staff in training Johnson County staff in use of the TechShare.Juvenile system. Assistance will be provided to ensure users are assigned appropriate roles and to validate access to the TechShare.Juvenile system.

7. Go Live Support

Urban Counties will provide Help Desk and Version Release documentation related to operations in the TechShare.Juvenile production environment. Urban Counties will prepare for and support a "Smoke Test" to emulate full utilization of the TechShare.Juvenile system by all Johnson County users immediately prior to the scheduled go live date.

Urban Counties will prepare a go live plan to include a list of activities, timelines, and responsible parties for all tasks associated with Johnson County's actual conversion, implementation, and go live on TechShare.Juvenile. Urban Counties will conduct the go live deployment and provide post go live support to Johnson County.

Deliverables

The deliverables of the TechShare.Juvenile Implementation Project are as follows:

- 1. Project and Resource Plan** – the Urban Counties will produce and manage the day to day tasks within the Johnson County TechShare.Juvenile Implementation Work Plan.
- 2. Modules Validation, Conversion Strategy and Data Mapping** – Documents describing the features and functions to be used upon Initial Go live for Johnson County, as well as Referral Disposition Workflow Mapping for Offense State, and conversion decisions will be documented and produced.
- 3. Business Practice Modifications** – Documents showing the impacted process flows and planned business process changes will be produced.
- 4. Forms Matrix** – Document describing forms which can either be replaced or retired.

5. **Training Documents** – A document will be produced detailing the proposed training strategy and timeline. Train the Trainer documents and TechShare.Juvenile User Guides will be produced ready for execution prior to schedule training.
6. **Go Live Plan** - Five (5) days before scheduled go live, a go-live plan will be produced that shows the steps planned for a successful go-live into the Production Environment.
7. **TechShare.Juvenile Go Live** – Approximately six (6) months after project start a go-live event into the production environment of the JCMS/TechShare.Juvenile system. This target date is subject to change based on the time required to successfully modify business practices, train users, convert data and a go decision from Johnson County.

Project Budget

The project budget is \$59,134.75. This budget assumes project duration not to exceed six (6) months for the complete implementation of TechShare.Juvenile and includes the following costs:

| | |
|----------------------------|--------------|
| Resource Cost | \$40,205.00 |
| Travel Budget | \$ 6,142.80 |
| ActiveDocs Licenses | \$ 1,200.00 |
| Contingency | \$ 11,586.95 |
| Total | \$59,134.75 |

The project budget includes a contingency that can be used only with the prior authorization of the Johnson County Stakeholders listed above.

Resource allocation by Major Project Task is shown below in Table 1: Resource Allocation.

Table 1: Resource Allocation

| Resource Name | Planning, Management & Oversight | Site Access, Configuration, Replication | BPM | Forms Development | Data Mapping and Conversion | Testing and Training | Go Live Support | Total Hours | Cost |
|---------------------------|----------------------------------|---|-----------|-------------------|-----------------------------|----------------------|-----------------|-------------|---------------------|
| Resource Manager | 8 | | 20 | 25 | 20 | 20 | 20 | 113 | \$ 9,605.00 |
| Development Lead/Sr. DBA | 2 | 2 | | | 40 | | 20 | 64 | \$ 5,440.00 |
| Database Administrator | | | | | 40 | | | 40 | \$ 3,400.00 |
| Systems Administrator | | 10 | | | | | | 10 | \$ 850.00 |
| Implementation Specialist | 25 | | 55 | | | 50 | 20 | 150 | \$ 12,750.00 |
| Quality Assurance Manager | | | 8 | | | 8 | 20 | 36 | \$ 3,060.00 |
| QA Analyst | | | | | | 40 | | 40 | \$ 3,400.00 |
| Trainer | | | | | | 20 | | 20 | \$ 1,700.00 |
| | 35 | 12 | 83 | 25 | 100 | 138 | 60 | 473 | \$ 40,205.00 |

