

Approved

REQUEST FOR AGENDA PLACEMENT FORM

Submission Deadline - Tuesday, 12:00 PM before Court Dates

SUBMITTED BY: Dan Milam

TODAY'S DATE: 01/07/2019

DEPARTMENT:

Information Technology

SIGNATURE OF DEPARTMENT HEAD:

Dan Milam

REQUESTED AGENDA DATE:

14 January 2019

SPECIFIC AGENDA WORDING:

Consideration to approve rollback agreement with Texas Conference of Urban Counties for Techshare.Juvenile to JCMS.Basic. *County Judge to sign*

PERSON(S) TO PRESENT ITEM:

Dan Milam

SUPPORT MATERIAL: (Must enclose supporting documentation)

TIME: 10

ACTION ITEM: XX

WORKSHOP:

(Anticipated number of minutes needed to discuss item)

CONSENT: _____

EXECUTIVE:

STAFF NOTICE:

COUNTY ATTORNEY: XX

IT DEPARTMENT: _____

AUDITOR: _____

PURCHASING DEPARTMENT:

PERSONNEL:

PUBLIC WORKS:

BUDGET COORDINATOR: _____

OTHER: Juvenile

*******This Section to be completed by County Judge's Office*******

ASSIGNED AGENDA DATE: _____

REQUEST RECEIVED BY COUNTY JUDGE'S OFFICE _____

COURT MEMBER APPROVAL _____

Date _____



Texas Conference of Urban Counties

TechShare.Juvenile to JCMS.Basic Rollback 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. Johnson County has elected to withdraw their participation for the TechShare.Juvenile Resource Sharing Addendum and return to the JCMS.Basic system.
- 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 returning Johnson County to JCMS.Basic and discontinuing the use of TechShare.Juvenile.

2. Term of Agreement

- 2.1. This Agreement shall be effective upon execution by the parties through the completion of the scope of work as set forth in section 3.1.

3. Project Approach, Staffing, Deliverables and Budget

- 3.1. The Texas Conference of Urban Counties will complete an analysis to determine the steps to return Johnson County to JCMS.basic, perform the migration of Johnson County Juvenile Probation data to the appropriate state for use within JCMS.Basic, create a test environment to facilitate local testing by the Johnson County Juvenile Probation Department and perform tasks as required to finalize the rollback to JCMS.Basic.

4. Compensation of Urban Counties

- 4.1. Urban Counties shall be compensated for services provided within this agreement by utilizing the remaining previously approved contingency funds from the Johnson County TechShare.Juvenile Implementation in the amount of \$10,504.14. The provision supersedes the prior Implementation Agreement between the parties, and, specifically, the requirement in that prior Implementation Agreement that remaining implementation funds be returned to Johnson County.
- 4.2. 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.
- 4.3. At completion of the scope of work set forth in 3.1, if there is a positive balance of funds paid by Johnson County to Urban Counties pursuant to the prior Implementation Agreement referenced in section 4.1 above, 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.

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: [Signature]

Title: County Judge - Johnson County

Date: January 14, 2019

ATTEST Becky [Signature]

By: _____

Title: County Clerk



Name and Address for Purposes of Notice:

Johnson County

2 Main Street

Cleburne, TX 76033

TEXAS CONFERENCE OF URBAN COUNTIES, INC.

BY: [Signature]

Title: Executive Director

Date: 1-7-19

Name and Address for Purposes of Notice:

John B. Dahill
500 W. 13th Street
Austin, TX 78701