

NOV 13 2017

**REQUEST FOR AGENDA PLACEMENT FORM**

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

**Approved**

**SUBMITTED BY: Dan Milam**

**TODAY'S DATE: 11-06-2017**

**DEPARTMENT:**

**Information Technology**

**SIGNATURE OF DEPARTMENT HEAD:**

**Dan Milam**

**REQUESTED AGENDA DATE:**

**11/13/2017**

**SPECIFIC AGENDA WORDING:**

Consideration of continuing contract with Texas Conference of Urban Counties for 2018 Techshare Contract Renewals.

**PERSON(S) TO PRESENT ITEM:**

**Scott Heisey**

**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: \_\_\_\_\_**

**IT DEPARTMENT: \_\_\_\_\_**

**AUDITOR: \_\_\_\_\_**

**PURCHASING DEPARTMENT: \_\_\_\_\_**

**PERSONNEL: \_\_\_\_\_**

**PUBLIC WORKS: \_\_\_\_\_**

**BUDGET COORDINATOR: \_\_\_\_\_**

**OTHER: \_\_\_\_\_**

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

ASSIGNED AGENDA DATE: \_\_\_\_\_

REQUEST RECEIVED BY COUNTY JUDGE'S OFFICE \_\_\_\_\_

COURT MEMBER APPROVAL \_\_\_\_\_

Date \_\_\_\_\_

NOV 13 2017

**REQUEST FOR AGENDA PLACEMENT FORM**

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

**Approved**

**SUBMITTED BY: Dan Milam**

**TODAY'S DATE: 11-06-2017**

**DEPARTMENT:**

**Information Technology**

**SIGNATURE OF DEPARTMENT HEAD:**

**Dan Milam**

**REQUESTED AGENDA DATE:**

**11/13/2017**

**SPECIFIC AGENDA WORDING:**

Consideration of continuing contract with Texas Conference of Urban Counties for 2018 Techshare Contract Renewals.

**PERSON(S) TO PRESENT ITEM:**

**Scott Heisey**

**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:**

**IT DEPARTMENT: \_\_\_\_\_**

**AUDITOR: \_\_\_\_\_**

**PURCHASING DEPARTMENT: \_\_\_\_\_**

**PERSONNEL:**

**PUBLIC WORKS: \_\_\_\_\_**

**BUDGET COORDINATOR: \_\_\_\_\_**

**OTHER:**

\*\*\*\*\*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**

Chairman  
Judge  
Bob Hebert  
*Fort Bend County*

October 9, 2017

**Immediate Past Chair**  
Commissioner  
Bobbie Mitchell  
*Denton County*

Dan Milam  
Johnson County  
2 N Mill Street Suite 209  
Cleburne, TX 76033

**Vice-Chairmen**  
Comm. Tim Brown  
*Bell County*  
Judge Ed Emmett  
*Harris County*  
Judge Loyd Neal  
*Nueces County*  
Judge Glen Whitley  
*Tarrant County*  
Judge Dan Gattis  
*Williamson County*  
Comm. Kevin Burns  
*Wise County*

Re: **TechShare 2018 Contract Renewals**

It's the time of year again for Urban Counties to renew the Resource Sharing Addenda, and any related Implementation Addenda, for participating TechShare counties for the upcoming fiscal and calendar years.

Included in your packet, you will find original signed copies of the following agreements:

1. Texas Conference of Urban Counties TechShare Program  
TechShare.Juvenile 2018 Resource Sharing Addendum

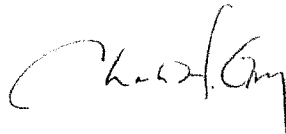
**Executive Director**  
Donald Lee

Please take the appropriate steps to have these agreements presented and approved by your Commissioners Court, and return a copy of each of the countersigned agreements for our records. Electronic versions of the fully executed documents may be emailed as well to [katie.hooks@cuc.org](mailto:katie.hooks@cuc.org).

Please let me know if you have any questions or concerns. I can be reached at [charles.gray@cuc.org](mailto:charles.gray@cuc.org) or 512.913.6206.

**Member Counties**  
*Bell ~ Bexar*  
*Brazoria ~ Brazos*  
*Cameron ~ Chambers*  
*Collin ~ Comal*  
*Dallas ~ Denton*  
*Ector ~ El Paso*  
*Fort Bend ~ Galveston*  
*Grayson ~ Gregg*  
*Harris ~ Hays*  
*Hidalgo ~ Jefferson*  
*Johnson ~ Kaufman*  
*Lubbock ~ McLennan*  
*Midland ~ Montgomery*  
*Nueces ~ Potter*  
*Randall ~ Rockwall*  
*San Patricio ~ Smith*  
*Tarrant ~ Travis*  
*Webb ~ Williamson*  
*Wise*

Sincerely,



Charles Gray  
TechShare Program Director

500 West 13<sup>th</sup> Street  
Austin, TX 78701

Phone: 512.476.6174  
Fax: 512.476.5122

[www.cuc.org](http://www.cuc.org)

Texas Conference of Urban Counties  
TechShare Program  
TechShare.Juvenile and Juvenile Case Management System - Basic  
2018 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 TJJJD 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 TJJJD, 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.
- 2.20. **TJJD:** TJJD means the Texas Juvenile Justice Department or a successor entity.

### 3. Term of Addendum

- 3.1. This 2018 Resource Sharing Addendum shall be effective from January 1, 2018 through and including December 31, 2018.

### 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 2018 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 2018 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. 2018 Work Plan, Budget and Cost Allocation**

- 6.1. The 2018 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 2018 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 2018 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 2018 Work Plan, Budget, and Cost Allocation are due from each Participant on the respective dates in the 2018 Work Plan, Budget, and Cost Allocation.
  - 6.3.1. Costs as set forth in the 2018 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 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.
  - 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. In the event TJJJ does not contractually commit to pay a portion of the 2018 budget as set forth in Attachment A, and if Urban Counties determines the 2018 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 TJJJ contracts with Urban Counties under terms similar to those in this Addendum and pays a proportionate share of the 2018 budget as set forth in Attachment A, TJJJ 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 TJJJ'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 2018; 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 uncommitted funds as of the date of termination.
- 14.3. Participants may terminate this 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: 2018 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 2018 Work Plan, Budget and Cost Allocation assumes 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.

*[REMAINDER OF PAGE INTENTIONALLY BLANK]*

**COUNTY OF COLLIN**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**ATTEST:**

By: \_\_\_\_\_

Title: \_\_\_\_\_

**Name and Address for Purposes of Notice:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

DALLAS COUNTY:

RECOMMENDED BY:

\_\_\_\_\_  
Clay Lewis Jenkins  
Dallas County Judge

\_\_\_\_\_  
Stanley Victrum  
CIO

APPROVED AS TO FORM\*:

DALLAS COUNTY  
FAITH JOHNSON  
DISTRICT ATTORNEY

\_\_\_\_\_  
By:

Assistant District Attorney

**\*BY LAW, THE DISTRICT ATTORNEY'S OFFICE MAY ONLY ADVISE OR APPROVE CONTRACTS OR LEGAL DOCUMENTS ON BEHALF OF ITS CLIENTS. IT MAY NOT ADVISE OR APPROVE A LEASE, CONTRACT, OR LEGAL DOCUMENT ON BEHALF OF OTHER PARTIES. OUR REVIEW OF THIS DOCUMENT WAS CONDUCTED SOLELY FROM THE LEGAL PERSPECTIVE OF OUR CLIENT. OUR APPROVAL OF THIS DOCUMENT WAS OFFERED SOLELY FOR THE BENEFIT OF OUR CLIENT. OTHER PARTIES SHOULD NOT RELY ON THIS APPROVAL, AND SHOULD SEEK REVIEW AND APPROVAL BY THEIR OWN RESPECTIVE ATTORNEY(S).**

**COUNTY OF DENTON**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**ATTEST:**

By: \_\_\_\_\_

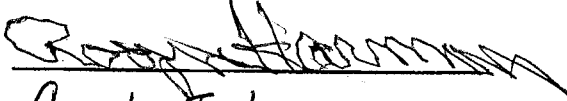
Title: \_\_\_\_\_

**Name and Address for Purposes of Notice:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



COUNTY OF JOHNSON

By: 

Title: County Judge

Date: 11/13/17

ATTEST:

By: 

Title: County Clerk

Name and Address for Purposes of Notice:

County Judge Roger Harmon

2 Main Street

Cleburne, TX 76031





**COUNTY OF TARRANT**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**ATTEST:**

By: \_\_\_\_\_

Title: \_\_\_\_\_

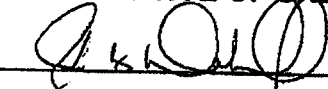
**Name and Address for Purposes of Notice:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



Urban Counties verifies that it does not boycott Israel and will not boycott Israel during the term of this Agreement.

**TEXAS CONFERENCE OF URBAN COUNTIES, INC.**

BY: 

Title: General Counsel

Date: 10/6/17

**Name and Address for Purposes of Notice:**

John Dahill  
500 W. 13<sup>th</sup> Street  
Austin, TX 78701



**2018 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.icms-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.icms-tx.org/confluence/display/JTDA/2018+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 2018 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.icms-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, 2018 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 the twelve-month term of this Addendum is shown in the table below.

		JCMS M&O
<b>TechShare.Juvenile</b>		<b>2018</b>
<b>Income:</b>		
	Collin County	\$ 259,723.00
	Dallas County	\$ 711,786.00
	Denton County	\$ 222,847.00
	Johnson County	\$ 45,133.00
	Tarrant County	\$ 557,511.00
	TJJD	\$ 1,198,000.00
<b>Total Income</b>		<b>\$ 2,995,000.00</b>
<b>Expense</b>		
	General Class	\$ 304,325.00
<b>Program Expenses</b>		
	IT Systems	\$ 545,400.00
	Meetings	\$ 5,000.00
	Other Expenses	\$ 8,400.00
	Staffing	\$ 1,481,347.00
	Travel	\$ 17,300.00
<b>Total Program Expenses</b>		<b>\$ 2,057,447.00</b>
	TechShare Indirect	\$ 489,059.00
	Association Services Fee	\$ 119,800.00
<b>Total Expenses</b>		<b>\$ 2,970,631.00</b>
<b>Net Reserve</b>		<b>\$ 24,369.00</b>

**Cost Allocation and Payment Plan:**

The budget for the twelve-month term of the Addendum will be funded through a one payment from each Stakeholder, based on the schedule shown below:

<b>Stakeholder Payment Plan – Payments Due by November 30, 2017</b>	
<b>Stakeholder</b>	<b>Allocation</b>
Collin County	\$ 259,723.00
Dallas County	\$ 711,786.00
Denton County	\$ 222,847.00
Johnson County	\$ 45,133.00
Tarrant County	\$ 557,511.00
<b>Required Payment from Texas Juvenile Justice Department</b>	<b>\$ 1,198,000.00</b>
<b>Total</b>	<b>\$ 2,995,000.00</b>
Johnson County Capital Cost Payment 2 of 10	\$ 11,471.00

**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.