



Duncanville Special Called Meetings Meeting Agenda

City Council Briefing Room and City Council Chamber
Duncanville City Hall
203 E. Wheatland Road
Duncanville, TX 75116
(972) 780-5017

Thursday, July 6, 2023

6:00 P.M. - Work Session/Briefing

7:00 P.M. - Regular Session

or immediately following the 6:00 pm Work Session/Briefing

City of Duncanville City Council meetings are available to all persons regardless of disability. The City of Duncanville offers Hearing Assistance Receivers for use during City Council Regular Sessions. If you require special assistance, please contact the City Secretary at (972)780-5017 or write 203 E. Wheatland Road, 75116, or by calling through a T.D.D. (Telecommunication Device for the Deaf) to Relay Texas at 1-800-735-2989 at least 48 hours in advance of the meeting.

As authorized by Section 551.071 of the Texas Government Code, this meeting may be convened into closed Executive Session for the purposes of seeking confidential legal advice from the City Attorney on any item on the agenda at any time during the meeting.

Pursuant to Texas Government Code 551.127, one or more members of the governing body may appear via videoconference call. The presiding officer and a quorum of the City Council will be physically present at this meeting.

The City of Duncanville reserves the right to reconvene, recess or align the Regular Session or called Executive Session or order of business at any time prior to adjournment.

SUPPLEMENTAL NOTICE OF MEETING BY VIDEO CONFERENCE

In accordance with an Order of the Office of the Governor issued on March 16, 2020, as extended, the City Council for the City of Duncanville, Texas will conduct a City Council Regular Meeting in person, broadcast by website and social media channels, and by video conference at 6:00 pm on Thursday, July 6, 2023 in order to advance the public health goal of limiting face-to-face meetings (also called "social distancing") in an effort to slow the spread of the Coronavirus (COVID-19) pandemic.

This is an open meeting conducted in-person and will be broadcast by website and social media channels.

Due to limited seating in council chambers, persons or participants may participate by live broadcast via Swagit in order to maintain safe social distance as provided in this notice.

To view the live meeting or previous meetings click on the link below.

<https://duncanvilletx.new.swagit.com/views/454/>

To submit a comment via email the following information is required:

- Submit a comment by 4:00 p.m. on Thursday, July 6, 2023.
- Email citysecretary@duncanvilletx.gov
- Email title: Public Comment – Thursday, July 6, 2023
- First Name, Last Name, and Address

CALL TO ORDER

WORK SESSION / BRIEFING

In-person citizen comments will be heard during the Regular Session. Electronic mail messages will be added to the public record as well as provided to the City Council at the dais.

1. DISCUSS AGENDA ITEMS

2. CITY COUNCIL CALENDAR

Discuss City Council Calendar.

3. BRIEFINGS / PRESENTATIONS

- | | | |
|----|---|-------|
| A. | Council to receive an update from T2 Professional Consulting regarding the executive search process.
Executive Search Update from T2 | 5 |
| B. | Presentation and discussion on FY 2023-24 Pre-Budget Workshop follow-up items.
FY 2023-24 Pre-Budget Workshop follow-up | 6 - 7 |
| C. | Discussion on the City Council Retreat.
Council Retreat Discussion | 8 |

REGULAR SESSION - CONVENE INTO THE COUNCIL CHAMBERS (7:00 P.M. OR IMMEDIATELY FOLLOWING THE 6:00 PM WORK SESSION/BRIEFING)

CALL TO ORDER

INVOCATION

PLEDGES - PLEDGE OF ALLEGIANCE; TEXAS PLEDGE OF ALLEGIANCE

1. CITIZENS' INPUT

In-person citizen comments will be heard during the Regular Session. In keeping with the City Council's Rules of Procedure adopted on October 18, 2022, electronic mail comments will no longer be read aloud. Paper copies will be provided to the City Council at the dais. The comments will be made a part of the public record in the minutes.

"Pursuant to Section 551.007 of the Texas Gov't Code, any member of the public has the opportunity to address the City Council concerning any matter of public business or any posted agenda item; however, the Act prohibits the City Council from deliberating any issues not on the public agenda and such non-agenda issues may be referred to City staff for research and any future action; all persons addressing are subject to council adopted rules and limitations permitted by law"

At this time, two-minute comments will be taken from the audience on any topic. To address the Council, please submit a fully-completed request card to the City Secretary prior to the beginning of the Citizens' Input portion of the Council meeting. In accordance with the Texas Open Meetings Act, the City Council cannot discuss issues raised or make any decisions at this time. Issues may be referred to City Staff for research and possible future action.

2. CONSENT AGENDA

- | | | |
|----|---|-----------|
| A. | Consider a Resolution adopting the amendment of the Dallas County Hazard Mitigation Action Plan, 2020 Edition, to include a Safe Room Rebate Program Action Item for the City.
<u>Amendment of the Dallas County Hazard Mitigation Action Plan, 2020 Edition, to include a Safe Room Rebate Program Action Item</u> | 9 - 13 |
| B. | Consider a Resolution approving Amendment No. 2 to the Memorandum of Understanding among participating local governments for Criminal Justice Information Sharing via the Dallas County Prosecutor.
<u>MOU - Dallas County Amendment to TechShare renamed to Dallas County Juvenile Case Management System</u> | 14 - 155 |
| C. | Consider a Resolution approving an Interlocal Agreement between the City of Duncanville and the Tarrant County District Attorney's (DA) Office; to obtain asset seizure fund created in compliance with Art. 59.08 of the Texas Code of Criminal Procedure for services as contained in the agreement for property awarded.
<u>Interlocal Agreement with Tarrant County DA</u> | 156 - 162 |
| D. | Consider a Resolution confirming the Interim City Manager's appointment of Doug Sisk as a member of the Duncanville Civil Service Commission for a three (3) year term, to expire October 31, 2026.
<u>Civil Service Appointment - Doug Sisk</u> | 163 - 168 |
| E. | Consider a Resolution approving the procurement of equipment, goods, and services to complete the technology requirements and implementation services for the new Fire Station No. 271 in an estimated expenditure amount of \$1,079,404.65.
<u>Fire Station IT Equipment, Goods, and Services</u> | 169 - 217 |

EXECUTIVE SESSION

1. City Council shall convene into closed executive session pursuant to Section 551.087 of the Tex. Govt Code to discuss and deliberate commercial or financial information and /or offer of a financial or other incentive to business prospect to locate, stay or expand into Duncanville and, otherwise develop negotiation strategies with such business prospects.
2. Take any necessary action as a result of the Executive Session.

ADJOURNMENT

I, the undersigned authority, do hereby certify that this Notice of Meeting was posted in accordance with the regulations of the Texas Open Meetings Act on the bulletin board

located outside the entrance to the City of Duncanville City Hall, next to the entryway doors, a place convenient and readily accessible to the general public, as well as to the City's website www.duncanvilletx.gov and said Notice was posted by the following date and time: Monday, July 3, 2023, by 2:00 P.M. and remained posted for at least two hours after said meeting was convened.

Kristin Downs, Interim City Secretary

"Guns prohibited on these premises by state law unless licensed under Chapter 411, Tex. Gov. Code. Section 46.035 Texas Penal Code."

"Las armas de fuego están prohibidas en estas instalaciones por la ley estatal a menos que estén autorizadas bajo el Capítulo 411 del Código de Gobierno de Texas. Sección 46.035 del Código Penal de Texas."



STAFF REPORT

MEETING: Special Called Meetings - 06 Jul 2023

TITLE:

Council to receive an update from T2 Professional Consulting regarding the executive search process.

Vision Statement:

“Duncanville, a City of Champions, is a safe, vibrant, diverse community committed to excellence in education, business, and good governance.”

STAFF RESPONSIBLE:

T2 Professional Consulting

BACKGROUND/HISTORY:

T2 Professional Consulting has been contracted to perform the executive search for the next City Manager. A representative from T2 will be present to discuss next steps with the Council.

POLICY EXPLANATION:

N/A

FUNDING SOURCE:

ORG and Object Number

N/A

Available Budget

N/A

Purchase Amount

N/A

After Encumber

N/A

ACTION ALTERNATIVES:

1. Discuss next steps with T2 Professional Consulting.



STAFF REPORT

MEETING: Special Called Meetings - 06 Jul 2023

TITLE:

Presentation and discussion on FY 2023-24 Pre-Budget Workshop follow-up items.

Vision Statement:

“Duncanville, a City of Champions, is a safe, vibrant, diverse community committed to excellence in education, business, and good governance.”

Pillar:

- **Emphasize: Government Accountability, Customer Service, Efficiency and Process Improvement**
 - **Develop a high performing organization that encourages innovation, transparency, and collaboration while delivering exceptional customer service.**

STAFF RESPONSIBLE:

Jennifer Otey, Chief Innovation Officer

BACKGROUND/HISTORY:

The purpose of this item is to provide additional information and follow up on the Council-requested items from the FY 2023-24 Pre-Budget Workshop held on June 8, 2023. The topics to be presented and discussed for Council feedback and direction are:

1. Pending Property Tax Relief legislation SB26 and its impact to municipalities
2. Projected 2023 Tax Rate and the impact of adding debt to the Interest and Sinking (I&S) portion of the rate
3. Texas Municipal Retirement System - Scenario estimates
4. Enterprise Leasing Program - Comparison Analysis

POLICY EXPLANATION:

The City Council is tasked with setting the tax rate and approving the issuance of debt. A Tax Note does not require a notice of intent, however, the sale must occur before the adoption of the tax rate in order to include the debt in the tax rate. A Tax Note is a short-term debt with a maximum of 7 years to pay back the debt. A Certificate of Obligation requires a notice of intent and a 45-day notice to the public. This must also be done before the adoption of the tax rate. A Certificate of Obligation is a long-term debt with a repayment timeframe of 10 to 40 years.

Staff will present options for Council feedback and direction.

FUNDING SOURCE:

ORG and Object Number

NA

Available Budget

\$0.00

Purchase Amount

\$0.00

After Encumber

\$0.00

ACTION ALTERNATIVES:

1. No action is required at this time.



STAFF REPORT

MEETING: Special Called Meetings - 06 Jul 2023

TITLE:

Discussion on the City Council Retreat and facilitator.

Vision Statement:

“Duncanville, a City of Champions, is a safe, vibrant, diverse community committed to excellence in education, business, and good governance.”

STAFF RESPONSIBLE:

Robert D. Brown, Jr., Interim City Manager

BACKGROUND/HISTORY:

n/a

POLICY EXPLANATION:

n/a

FUNDING SOURCE:

ORG and Object Number

n/a

Available Budget

\$0.00

Purchase Amount

\$0.00

After Encumber

\$0.00

ACTION ALTERNATIVES:

n/a



STAFF REPORT

MEETING: Special Called Meetings - 06 Jul 2023

TITLE:

Consider a Resolution adopting the amendment of the Dallas County Hazard Mitigation Action Plan, 2020 Edition, to include a Safe Room Rebate Program Action Item for the City.

Vision Statement:

“Duncanville, a City of Champions, is a safe, vibrant, diverse community committed to excellence in education, business, and good governance.”

Pillar:

- **Emphasize: Government Accountability, Customer Service, Efficiency and Process Improvement**
 - **Develop a high performing organization that encourages innovation, transparency, and collaboration while delivering exceptional customer service.**

STAFF RESPONSIBLE:

Lauren Sanchez, Regional Emergency Management Operations Coordinator
Sam Rohde, Fire Chief

BACKGROUND/HISTORY:

Dallas County Office of Homeland Security and Emergency Management (HSEM) and 22 local jurisdictions, to include the City of Duncanville, developed a Multi-jurisdictional Hazard Mitigation Action Plan. The Dallas County Hazard Mitigation Plan Update outlines a mitigation vision, goals and objectives; assesses risk from a range of hazards; and identifies risk reduction strategies and actions for hazards that threaten the community. The risk reduction strategies and actions are listed as “Action Items” in the Plan and list strategies the City might implement to reduce the risk of different disaster types. The Disaster Mitigation Act of 2000 requires the City to have a hazard mitigation plan and project specific action items in order to apply for federal mitigation grant funding, including the Hazard Mitigation Grant Program (HMGP) and the Pre-Disaster Mitigation (PDM) Program.

The plan, referred to as the Dallas County Hazard Mitigation Action Plan, is updated by the County and participating jurisdictions every five years. The updated plan is then adopted by Council. On June 20, 2017, the City of Duncanville approved Resolution 2017-049 authorizing the City’s participation in the Dallas County Hazard Mitigation Action Plan Update. On June 16, 2020, the updated plan was adopted by City Council via Resolution 2017-049R.

POLICY EXPLANATION:

Because the City has adopted the 2020 version of the Dallas County Hazard Mitigation Action Plan, emergency management staff can submit grant applications for the action items identified in the Plan. The City of Duncanville intends to submit a grant for a residential safe room rebate program. This FEMA regulated program will allow residents to install a safe room in their home, using a compliant vendor, and be reimbursed up to half the cost of the safe room, in an amount not to exceed \$3,000. The safe room rebate program will follow all outlined FEMA requirements for construction and reimbursement. However, before the grant can be submitted, the residential safe room rebate program must be added as an Action Item in the Plan. Action Item #16 will list the residential safe room rebate program project. The total grant funding for the Safe Room Rebate Program Action Item is a cost of \$50,000 which would allow for 16 homeowners to participate in the program, each to be reimbursed in an amount not to exceed \$3,000. The additional funds allow for grant management costs to be submitted. With Council's approval, this safe room rebate program action item will be added to the Dallas County Hazard Mitigation Action Plan. The amended Dallas County Hazard Mitigation Action Plan will then be sent to Dallas County and to FEMA for final approval so that the City is eligible to submit the safe room rebate program grant application.

To view the Dallas County Hazard Mitigation Action Plan please click here:
<https://www.dallascounty.org/Assets/uploads/docs/hsem/Dallas-County-HMAP.7.27.2020-Final-PUBLIC-COPY.pdf>

FUNDING SOURCE:**ORG and Object Number**

None

Available Budget

N/A

Purchase Amount

N/A

After Encumber

N/A

ACTION ALTERNATIVES:

1. Adopt the amendment of the Dallas County Hazard Mitigation Action Plan, 2020 Edition, to include a Safe Room Rebate Program Action Item for the City.
2. Do not adopt the amendment of the Dallas County Hazard Mitigation Action Plan, 2020 Edition, to include a Safe Room Rebate Program Action Item for the City causing the city be ineligible for grant funding.
3. Other actions as directed by Council.

ATTACHMENTS:

[Exhibit "A" - Amended Action Item 16 - Safe Room Rebate Program](#)

[Resolution No. - 2017-049R1 - Amendment of the Dallas County Hazard Mitigation Action Plan, 2020 Edition, to include a Safe Room Rebate Program Action Item for the City - Pdf](#)

City of Duncanville– Action # 16	
Proposed Action:	Implementation of safe room rebate program for the construction of residential safe rooms for residents of Duncanville.
BACKGROUND INFORMATION	
Site and Location:	Community-wide
Risk Reduction Benefit (Current Cost/Losses Avoided):	Prevent loss of life among resident during severe weather events.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Structure and Infrastructure
MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Earthquake, Hail, Lightning, Thunderstorm Wind, Tornado
Effect on new/existing buildings:	Reduce risk to existing structures
Priority (High, Moderate, Low):	Moderate
Estimated Cost:	\$50,000
Potential Funding Sources:	State and Federal Grants
Lead Agency/Department Responsible:	Local Emergency Management, Building Inspections Department
Implementation Schedule:	Within 24 months of plan adoption
Incorporation into Existing Plans:	Southwest Regional Emergency Management Plan, Annex P: Hazard Mitigation, Local Ordinances
COMMENTS:	
Building or construction of safe rooms in residential structures within the City of Duncanville and providing a rebate to homeowners for a portion of the cost of installing a safe room in their home to mitigate the loss of life during severe weather events.	

RESOLUTION NO. 2017-049R1

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, ADOPTING AN AMENDMENT TO THE DALLAS COUNTY HAZARD MITIGATION ACTION PLAN, 2020 EDITION, AS AMENDED, TO ADD A SAFE ROOM REBATE PROGRAM; WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN AS EXHIBIT 'A'; AND, AUTHORIZING THE CITY MANAGER TO EXECUTE THE APPROPRIATE DOCUMENTS TO AMEND SAID PLAN AND TAKE APPROPRIATE ACTION; AND, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, natural hazards in the City of Duncanville area historically have caused significant disasters with losses of life and property and natural resources damage; and

WHEREAS, the Federal Disaster Mitigation Act of 2000 and Federal Emergency Management Agency (FEMA) require communities to adopt a hazard mitigation action plan to be eligible for the full range of pre-disaster and post-disaster federal funding for mitigation purposes; and

WHEREAS, FEMA requires that communities update hazard mitigation action plans every five years in order to be eligible for the full range of pre-disaster and post-disaster federal funding for mitigation purposes; and

WHEREAS, the City of Duncanville has assessed the community's potential risks and hazards and is committed to planning for a sustainable community and reducing the long-term consequences of natural and man-caused hazards; and

WHEREAS, the Dallas County Hazard Mitigation Plan, as adopted in 2020, lacks the risk reduction strategy and action of creating a residential safe room rebate program to save lives in the community.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, THAT:

SECTION 1. The Dallas County Hazard Mitigation Plan, 2020 Edition, as amended is hereby amended to add Residential Safe Room Rebate Program, a copy of which is attached hereto and incorporated herein as Exhibit "A"; and, is approved in its entirety subject to grant funding.

SECTION 2. The City of Duncanville will pursue a grant or other available funding opportunities for implementation of the proposals designated therein, and will, upon receipt of such funding or other necessary resources, implement the PLAN as amended herein.

SECTION 3. The City of Duncanville vests with the City Manager the responsibility, authority, and means to inform all parties of this action; assure that the Hazard Mitigation Plan, as amended, and amended herein, will be reviewed at least annually; and that any needed adjustments, if any, be presented to the City Council for consideration.

SECTION 4. The City of Duncanville will take action, as may be reasonably necessary, to carry out the objectives of the Plan and report on progress as required by FEMA and the Texas Division of Emergency Management (TDEM).

DULY RESOLVED AND ADOPTED by the City Council of the City of Duncanville, Texas, on the 6th day of July, 2023.

APPROVED:

Barry L. Gordon, Mayor

ATTEST:

Kristin Downs, Interim City Secretary

APPROVED AS TO FORM:

Robert E. Hager, City Attorney



STAFF REPORT

MEETING: Special Called Meetings - 06 Jul 2023

TITLE:

Consider a Resolution approving Amendment No. 2 to the Memorandum of Understanding among participating local governments for Criminal Justice Information Sharing via the Dallas County Prosecutor.

Vision Statement:

“Duncanville, a City of Champions, is a safe, vibrant, diverse community committed to excellence in education, business, and good governance.”

Pillar:

- **Emphasize: Government Accountability, Customer Service, Efficiency and Process Improvement**
 - **Develop a high performing organization that encourages innovation, transparency, and collaboration while delivering exceptional customer service.**

STAFF RESPONSIBLE:

Mark LiVigni, Chief of Police

Kristin Downs, Chief Operations Officer

BACKGROUND/HISTORY:

The subsequent amendment to the MOU/ILA agreement, which memorializes how information will be shared and maintained concerning the LEA Portal due to the electronic transfer of information, is required for the Duncanville Police Department to continue to efficiently file state-level cases with the Dallas County District Attorney's Office.

While each party is responsible for setting security and access rules for the data transmitted and maintained on its side of "Dallas County Juvenile Case Management System," and while such data may be used solely for law enforcement purposes, this amendment does not negate that each party shall comply with local, state, and federal law as it relates to the transfer of Criminal Justice Information (CJI).

The Dallas County Commissioners Court Order No. 2013-0898 was adopted on May 21, 2013 (the "MOU"). Techshare.Juvenile shall no longer be directed under the Texas Conference of Urban Counties. Techshare.Juvenile shall be renamed "Dallas County Juvenile Case Management System" and managed as a Dallas County in-house technology application.

POLICY EXPLANATION:

The amendment to the MOU/ILA is required for the Duncanville Police Department to continue efficiently filing state-level criminal cases with the Dallas County District Attorney's Office.

FUNDING SOURCE:**ORG and Object Number**

N/A

Available Budget

\$0.00

Purchase Amount

\$0.00

After Encumber

\$0.00

ACTION ALTERNATIVES:

1. Approve the Resolution.
2. Do not approve.
3. Other actions as directed by Council.

ATTACHMENTS:

[Attachment 1 - MOU Techshare Juvenile Program \(2013\)](#)

[Attachment 2 - Resolution No. - 2023-001R - MOU - Dallas County Amendment to TechShare renamed to Dallas County Juvenile Case Management System](#)

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COURT ORDER

ORDER NO: 2013 0898

DATE: May 21, 2013

STATE OF TEXAS §

COUNTY OF DALLAS §

BE IT REMEMBERED at a regular meeting of the Commissioners Court of Dallas County, Texas, held on the 21st day of May, 2013, on a motion made by Dr. Elba Garcia, Commissioner District #4 and seconded by John Wiley Price, Commissioner District #3, the following Order was adopted:

WHEREAS, In 2007 Dallas, Tarrant, and Bexar Counties entered into a collaborative partnership with the Texas Conference of Urban Counties (CUC) to develop an integrated information management system replacing aging legacy systems. Texas Juvenile Justice Department (formerly TJPC) also entered into this TechShare collaboration to address their need to upgrade/replace Caseworker application utilized by most of the counties in Texas; and

WHEREAS, The Juvenile Case Management System (JCMS.Basic) application is currently being used by Dallas County. However, Dallas County has worked to retire JIS and transition to TechShare.Juvenile; the extended case management system that will allow participating agencies within Dallas County the ability to view juvenile information statewide; and

WHEREAS, Benefits of the new system include:

1. Expansion of system participants to include local Law Enforcement Agencies, School Districts, and Municipal Courts in the Juvenile Case Management process.
2. All Case Tracking, Record Keeping, and Management Reporting capabilities of JCMS.Basic plus Juvenile Probation Case Management capability for managing Programs, Institutions, Prosecution, and Courts, integrating all county functions; and

WHEREAS, Utilizing TechShare.Juvenile will enhance the overall operations of the Juvenile department. The system will also allow agencies to file cases electronically as well as obtain juvenile information statewide. In addition, reporting to DPS will be more accurate and keep our overall compliance rate over 90% ensuring continued funding. Several on site meetings with police departments as well as participation in the North Texas Police Chief Association have raised awareness with law enforcement agencies about TechShare.Juvenile; and

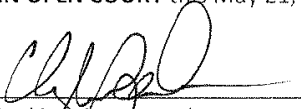
WHEREAS, this request complies with Dallas County's Strategic Plan, as evidenced by Vision 3: Dallas County is *safe, secured, and prepared*. Specifically, the current request is an attempt to synergize public safety programs and services across Dallas County, by the allocation of juvenile justice resources across Dallas County.

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that the Dallas County Commissioners Court approves the TechShare.Juvenile MOU.

TechShare.Juvenile MOU

Page 2

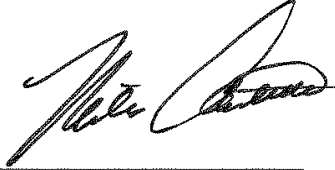
DONE IN OPEN COURT this May 21, 2013.



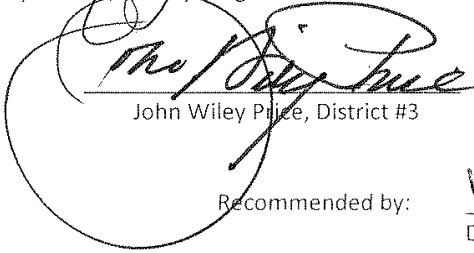
Clay Jenkins, County Judge



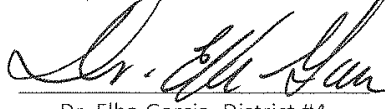
Dr. Theresa M. Daniel, District #1



Mike Cantrell, District 2

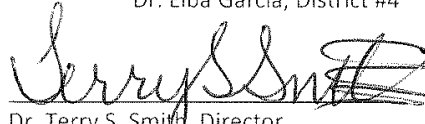


John Wiley Price, District #3



Dr. Elba Garcia, District #4

Recommended by:



Dr. Terry S. Smith, Director
Dallas County Juvenile Department

Corrected now

**MEMORANDUM OF UNDERSTANDING
WITH PARTICIPATING LOCAL GOVERNMENTS AND
DALLAS COUNTY TO PARTICIPATE IN URBAN COUNTIES'
TECHSHARE.JUVENILE PROGRAM**

**I.
PARTIES**

This Memorandum of Understanding ("MOU") is entered by and between the undersigned Participating Local Governments of the State of Texas ("Participating Local Government(s)"), acting by and through their respective governing bodies, pursuant to and under authority of the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code and for the purpose of participation in the Urban Counties' TechShare Program. The undersigned Participating Local Governments enter into this Interlocal Agreement (hereinafter, "Agreement") with Dallas County ("Dallas County" or "County"). Any and all other Participating Local Governments of the State of Texas adopting this MOU upon a formal order of their respective governing bodies as provided for herein may be referred to in this MOU individually as "Party" and collectively as "Parties."

**II.
RECITALS**

WHEREAS, Participating Local Governments desire to enter into this Agreement for the Participants' participation in TechShare.Juvenile, an extended case management system that will allow participating agencies within Dallas County to view juvenile information statewide;

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

WHEREAS, The Participating Local Governments will be required to have a site-to-site Virtual Private Network (VPN) connection between the agency network and Dallas County in order to access TechShare.Juvenile. The basic equipment needed by the Participating Local Governments to establish the VPN connection is a site-to-site capable firewall and a circuit. The firewall must be capable of supporting a minimum of 3DES or AES encryption capability and IPSec security protocols. Further, the encryption standards must be compliant with the federal data encryption standard of FIPS-140-2. Additionally, a 3Mb circuit is recommended. Dallas County has provided each Participating local Governments with firewall cost approximations for agencies whose current infrastructure may not currently support VPN connectivity. Due to laws governing circuit location and the range of costs between providers, Participating Local Governments should contact their telecommunication service provider to determine circuit costs.

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

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III.

PARTICIPATION BY ADDITIONAL PARTICIPATING LOCAL GOVERNMENTS

Any local government may participate in this MOU with the signature of the designated authorized signer on signatory page 8 of this MOU. Each Participating Local Government will be required to approve and agree to the terms and conditions of this MOU. The signed agreement of this MOU will be returned as notification and presented to the Juvenile Boards as well as Commissioner's Court.

IV.

DATA OWNERSHIP, ACCESS, SECURITY AND STORAGE

- A. Ownership. It is the intention of the Parties that each Participating Local Government will remain the custodian and owner of its information and data that it created or submitted, unless expressly agreed in writing otherwise. The Parties acknowledge and agree that such information or data shall not be used by the Parties other than in connection with the performance of this MOU or as contemplated by the Parties under this MOU. Additionally, the Parties agree that the data shall not be disclosed, sold, assigned, leased or otherwise provided to third parties, or commercially exploited by or on behalf of the other Parties, their employees, officers, agents, subcontractors, invitees, or assigns in any respect without the expressed written approval of the Participating Local Government that owns such data.
- B. Interfaces. Each Party is responsible for developing and maintaining its interfaces to TechShare.Juvenile. Participating Local Governments will also be responsible for the cost of interface development and maintenance.
- C. Security and Access of Data.
 - 1) Section 58.403, Texas Family Code, permits the cross-jurisdictional sharing of information related to juvenile offenders between authorized criminal and juvenile justice agencies and partner agencies.
 - 2) Each party is responsible for ensuring its employees and other persons accessing data within TechShare.Juvenile are authorized to do so, and will use such data only as is legally permitted.
 - 3) Participating Local Governments and their representatives agree that the following terms and conditions apply regarding access to the confidential juvenile information and data maintained in TechShare.Juvenile:
 - a) Participating Local Governments 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.

- b) Participating Local Governments agree that TechShare.Juvenile shall not be used for any personal purposes, including entertainment, personal business, or personal gain.
- c) Participating Local Governments understand that access to, and transmission of, any data or material deemed to be a violation of any federal, state, or local law or agency administrative rules is prohibited.
- d) Participating Local Governments 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.

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

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

V.

TERM AND TERMINATION

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

VI.

WARRANTIES

No Party to this MOU warrants the availability, accuracy, quality, reliability or fitness for a particular purpose of any data or information made available under this MOU. Third party warranties or guarantees may inure to the benefit of the Parties to a particular Project if such are contractually secured as part of such Project; however, no Party to this MOU shall be held liable for a warranty or guarantee offered by a third party, if any. All conditions, representations and warranties, whether express, implied, statutory or otherwise, including, without limitation, any implied warranty or merchantability, fitness for a particular purpose, or non-infringement of third party rights, are hereby disclaimed by all Parties to this MOU to the maximum extent permitted by applicable law.

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

VII.

NOTICE

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

VIII.

AMENDMENT

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

IX.
CURRENT REVENUE

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

X.
FISCAL FUNDING

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

XI.
APPLICABLE LAW

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

XII.
SEVERABILITY

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

XIII.
ASSIGNMENT

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

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

XIV. ENTIRE AGREEMENT

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

XV. RESPONSIBILITIES

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

XVI. CJIS COMPLIANCE

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

XVII.
SOVEREIGN IMMUNITY

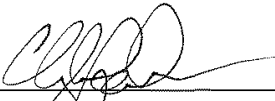
This MOU is subject to Dallas County's Sovereign Immunity and Dallas County expressly does not waive any applicable local, State and federal rules and laws, including Sovereign Immunity, Title 5 of the Texas Civil Practice and Remedies Code. Further, the Parties acknowledge and agree Dallas County does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

[SIGNATORY PAGES SHALL FOLLOW]

BINDING AGREEMENT, AUTHORITY, PARTIES BOUND

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DALLAS COUNTY

X By: 
 Name: Clay Jenkins
 Title: Dallas County Judge
 Date: May / 21 / 2013
 Address: 411 Elm Street 2nd Floor
Dallas, Texas 75202

DALLAS COUNTY*CRAIG WATKINSDISTRICT ATTORNEYTERESA GUERRA SNELSONCHIEF, CIVIL DIVISION

BY: 
Randall Miller

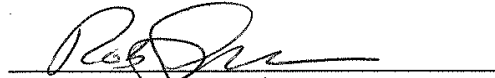
Assistant District Attorney

*By law, the Dallas County 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 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).

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COUNTY/CITY OF CEdAR Hill



Name: Rob Franke

Title: Mayor

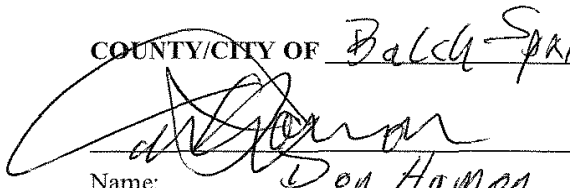
Date: 6 / 11 / 2013

Address: 285 Uptown Blvd
CEDAR Hill, TX 75104

BINDING AGREEMENT, AUTHORITY, PARTIES BOUND

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COUNTY/CITY OF BALCH SPRINGS



Name: Don Hamon

Title: Interim City Mgr

Date: 8/22/12

Address: _____

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COUNTY/CITY OF Dallas

Town of Addison

Name: Ron Davis

Title: Police Chief

Date: 6 / 10 / 13

Address: 4799 Airport Pkwy
Addison, TX 75001

BINDING AGREEMENT, AUTHORITY, PARTIES BOUND

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COUNTY/CITY OF CARROLLTON



Name: MARC GUY

Title: ASST CITY MGR

Date: 06 / 05 / 2013

Address: 2025 E. JACKSON ROAD

CARROLLTON TEXAS 75006

BINDING AGREEMENT, AUTHORITY, PARTIES BOUND

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COUNTY/CITY OF COCKRELL HILL

Michael W. Sellers

Name: MICHAEL W. SELLERS

Title: CHIEF OF POLICE

Date: 06 / 10 / 2013

Address: 4125 W. CLARENDON
DALLAS, TX 75211

BINDING AGREEMENT, AUTHORITY, PARTIES BOUND

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COUNTY/CITY OF Coppell

[Signature]

Name: Mac Triston

Title: Chief of Police

Date: June 1 28 2013

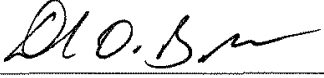
Address: Coppell Police Dept.
130 Town Center Blvd
Coppell Tx 77019

BINDING AGREEMENT, AUTHORITY, PARTIES BOUND

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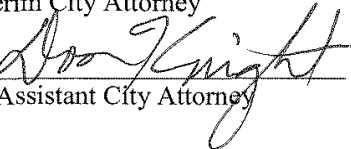
COUNTY/CITY OF DALLAS

Recommended By:


 David O. Brown, Chief
 Dallas Police Department

10-2-13
 Date

Approved as to Form:
 Warren Ernst
 Interim City Attorney

By: 
 Assistant City Attorney

CITY OF DALLAS
 A.C. Gonzalez
 Interim - City Manager

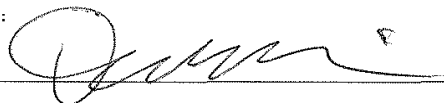
By: 
 Assistant City Manager

BINDING AGREEMENT, AUTHORITY, PARTIES BOUND

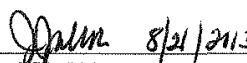
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Dallas Independent School District


 Name: Eric Cowan
 Title: President, Dallas ISD Board of Trustees
 Date: 10 / 1 / 2013
 Address: 3700 Ross Avenue
 Dallas TX 75204

Attest: 
 Name: Dan Micciche
 Title: Secretary, Dallas ISD Board of Trustees
 Date: 10 / 1 / 13

Approved as to Form:

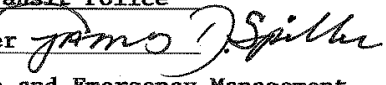

8/21/2013
 Dallas ISD Attorney

BINDING AGREEMENT, AUTHORITY, PARTIES BOUND

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COUNTY/CITY OF Dallas

Dallas Area Rapid Transit Police

Name: James D. Spiller 

Title: Chief of Police and Emergency Management

Date: 06 / 27 / 2013

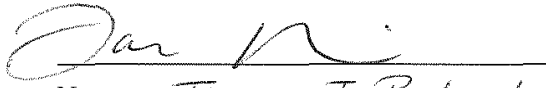
Address: 2111 S. Corinth Street Road

Dallas, TX 75203-4301

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COUNTY/CITY OF DE SOTO


 Name: Tarron J. Richardson
 Title: City Manager
 Date: 07 / 16 / 2013
 Address: 211 Pleasant Run Rd.
De Soto, TX 75115

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COUNTY/CITY OF Duncanville

Robert D. Brown Jr.

Name: Robert D. Brown Jr.

Title: Chief of Police

Date: 05 / 28 / 2013

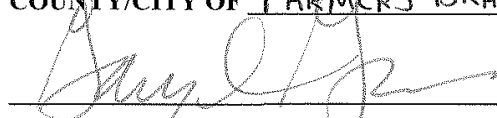
Address: 203 E. Wheatland Road

Duncanville, TX 75116

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COUNTY/CITY OF FARMERS BRANCH



Name: GARY GREER

Title: CITY MANAGER

Date: 06 / 12 / 2013

Address: 3723 VALLEY VIEW LANE
FARMERS BRANCH, TX 75244

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COUNTY/CITY OF Garland

M. L. Bates

Name: Mitchel L. Bates

Title: Chief of Police

Date: 5 / 21 / 2013

Address: 1891 Forest Lane
Garland, TX 75042

SIGNATORY PAGE

MOU AMONG PARTICIPATING LOCAL GOVTS. FOR TECHSHARE.JUVENILE

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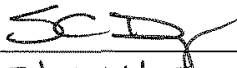
COUNTY/CITY OF GLENN HEIGHTS

Name: PHILLIP MARK FRASIERA *Phillip M. Frasiera*
 Title: POLICE CHIEF
 Date: 06 / 12 / 2013
 Address: 550 E. BEAR CREEK RD.
GLENN HEIGHTS, TX 75154

BINDING AGREEMENT, AUTHORITY, PARTIES BOUND

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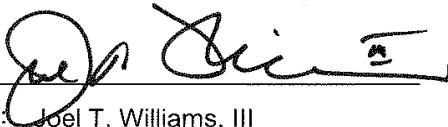
COUNTY/CITY OF GRAND PRAIRIE


 Name: STEVE DYE
 Title: CHIEF OF POLICE
 Date: 6 / 6 / 2013
 Address: 1525 ARKANSAS LN.
GRAND PRAIRIE, TEXAS
75052

BINDING AGREEMENT, AUTHORITY, PARTIES BOUND

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COUNTY/~~CITY OF~~ Town of Highland Park


Name: Joel T. Williams, III

Title: Mayor

Date: 06 / 24 / 2013

Address: 4700 Drexel Drive

Highland Park, Texas 75205

BINDING AGREEMENT, AUTHORITY, PARTIES BOUND

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~~COUNTY~~ CITY OF Hutchins

Frank McElligott

Name: FRANK MCELLIGOTT

Title: CHIEF OF POLICE

Date: 6 | 3 | 13

Address: 205. W. HICKMAN ST.

Hutchins TX, ~~75814~~

75141

BINDING AGREEMENT, AUTHORITY, PARTIES BOUND

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COUNTY/CITY OF Dallas/
Irving

Beth Van Duyne
Name: Beth Van Duyne

Title: Mayor

Date: 7/16/13

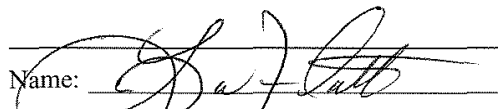
Address: 825 W. Irving Blvd.
Irving, TX 75060

Approved 7/16/13
Resolution # 2013-210

BINDING AGREEMENT, AUTHORITY, PARTIES BOUND

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COUNTY/CITY OF LANCASTER

Name: 
 Title: CHIEF OF POLICE
 Date: 05 / 29 / 2013
 Address: 1650 N. DALLAS AVE
LANCASTER, TX 75134

BINDING AGREEMENT, AUTHORITY, PARTIES BOUND

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COUNTY/CITY OF Mesquite

Name: 

Title: Chief of Police

Date: 06 / 18 / 2013

Address: 777 N. Galloway
Mesquite, TX 75149

BINDING AGREEMENT, AUTHORITY, PARTIES BOUND

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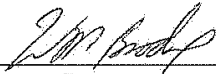
COUNTY/CITY OF RICHARDSON

RICHARDSON POLICE DEPARTMENT
 Name: Jimmy L. Spivey - Jimmy L. Spivey
 Title: CHIEF OF POLICE
 Date: 6 / 17 / 2013
 Address: 140 N. GREENVILLE
RICHARDSON TX 75081

BINDING AGREEMENT, AUTHORITY, PARTIES BOUND

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COUNTY/CITY OF ROWLETT



Name: WILLIAM M BRODNAX

Title: CHIEF OF POLICE

Date: 9 1 17 2013

Address: 4401 ROWLETT RD

ROWLETT, TX 75088

BINDING AGREEMENT, AUTHORITY, PARTIES BOUND

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COUNTY/CITY OF Sachse



Name: Dennis R. Veatch

Title: Police Chief

Date: 6 / 13 / 2013

Address: 3815 D Sachse Rd.
Sachse Texas 75048

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COUNTY/CITY OF Dallas County

City of University Park

Name: Gary W. Adams

Title: Chief of Police

Date: 06 / 18 / 2013

Address: 3800 University Blvd
University Park, Tx 75205

Gary W. Adams

BINDING AGREEMENT, AUTHORITY, PARTIES BOUND

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COUNTY/CITY OF WILMER DALLAS CO



Name: DENNY WHEAT

Title: CITY ADMINISTRATOR

Date: 07 / 16 / 2013

Address: 219 E. BELTZING RD
WILMER, TX 75172

BINDING AGREEMENT, AUTHORITY, PARTIES BOUND

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

COUNTY/CITY OF _____

Name: _____

Title: _____

Date: ____/____/____

Address: _____



May 2, 2013

Chairman
Commissioner
Eddie Arnold
Jefferson County

Chair Elect
Commissioner
Bobbie Mitchell
Denton County

Immediate Past Chair
Commissioner
Mike Cantrell
Dallas County

Vice-Chairmen
Comm. Tommy Adkisson
Bexar County
Judge Veronica Escobar
El Paso County
Comm. Fred Nardini
San Patricio County
Judge Dan Gattis
Williamson County
Comm. Kevin Burns
Wise County
Judge Glen Whitley
Tarrant County

Executive Director
Donald Lee

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

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To: Mr. Darryl Martin, Dallas County Administrator
Mr. G.K. Maenius, Tarrant County Administrator
Dr. Terry Smith, Chief Probation Officer, Dallas County
Mr. Randy Turner, Chief Probation Officer, Tarrant County

From: Charles Gray, TechShare Program Director

Re: **Revisions to the TechShare.Juvenile Resource Sharing Addendum**

This memo summarizes the changes to the TechShare.Juvenile Resource Sharing Addendum since the counties approved the agreement earlier this year. These changes were negotiated between the Urban Counties through the Interim TechShare Oversight Committee and the Texas Juvenile Justice Department (TJJD). The revised Addendum should be approved by the Commissioners Courts under the new TechShare ILA (already approved by both counties and TJJD).

This memo also includes an update on funding requested from the State of Texas through TJJD for the term of this Addendum.

Here's a summary of the changes:

1. Term – Section 3.1

The Term of the Addendum extends through August 2015, with a requirement for annual approval of the budgets from the TJJD and the Counties. We will still bring the budgets back to the Commissioners Courts for approval on annual basis. This provision was modified to show the State's long-term commitment to the partnership.

2. TJJD License to Use TechShare.Juvenile – Section 13

The counties will grant a license to TJJD to use TechShare.Juvenile internally for their operations, sharing a single statewide instance of the application and the database.

This will provide a seamless view of the juvenile throughout the justice spectrum, from law enforcement to county to state custody and returning to the county. This is a major step forward in providing a complete picture of the juvenile to all authorized personnel in the justice continuum.

3. Termination related to Funding – Section 15

This section provides some specificity on the funding objectives for TJJD and the state, setting minimum levels of funding requested through the appropriations process (see update later in this memo).

4. Budget and Cost Allocation Plan – Attachment C

There are no changes to the overall budget at this time. The budget sets maximum payment and participation levels for the counties and TJJD. The payment terms are divided into three payments to allow the Urban Counties and participants' time to "scrub the budget" based on the restructuring of the TechShare Program within the Urban Counties before the second payments are invoiced from the Urban Counties.

The "scrubbing" process is underway, with a report to the Stakeholder and Oversight Committee expected in May. Since the Addendum establishes the maximum funding requirements, the Urban Counties can invoice for the second and third payments at a lower level without further approval of the Commissioners Courts.

Please call me if you have any questions about the changes to the Addendum.

Here's a status on the State funding picture.

The appropriations bills for State Fiscal Years are moving through the conference committee process.

Urban Counties and TJJD have agreement on the following:

1. Minimum of \$750K per year for M&O
2. Requested \$800K per year for implementation, with \$500K going to Urban Counties and \$300K to TJJD
3. Urban Counties is also seeking \$200K to build a bridge to the Harris County juvenile justice system to allow for data sharing between Harris County and JCMS

Don Lee is optimistic that the funding will be incorporated into the final version of the State Appropriations Act.

In addition, Mike Griffiths, the TJJD Executive Director, has agreed to review the status of unspent funds in the last quarter of the current fiscal year to see if any additional funds can be allocated toward the Resource Sharing Addendum.

Please call, text or email if you need additional information.



Texas Conference of Urban Counties
TechShare Program
TechShare.Juvenile and Juvenile Case Management System - Basic
2013 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"), the Texas Juvenile Justice Department ("TJJD"), and the Participant Local Governments.
- 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 Local Government makes TechShare.Juvenile fully active so that the intended users can access it to support juvenile justice activities within the Participant Local Government.
- 2.5. JCMS.Basic: JCMS.Basic is defined as the web-based module developed to replace Caseworker software. The web-based module will be a component of TechShare.Juvenile that can be 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. Participant Local Government: Participant Local Government is defined as all Local Governments executing this Addendum.
- 2.12. Participants: Participants is defined as TJJD and the Participant Local Governments.
- 2.13. Parties: Parties is defined as the Participants and Urban Counties.
- 2.14. Production Environment: Production Environment is defined as the shared computer domain (hardware and software) designed to operate TechShare.Juvenile and JCMS.Basic for the Participants and JCMS.Basic Counties.
- 2.15. Production Version: Production Version is defined as that version of TechShare.Juvenile and/or JCMS.Basic that are/is made available in the Production Environment for use by Participants and JCMS.Basic Counties.
- 2.16. Stakeholder Committee: Stakeholder Committee means the Stakeholder Committee for TechShare.Juvenile and JCMS.Basic, as provided for in the Master ILA.
- 2.17. TechShare.Juvenile: TechShare.Juvenile is defined as the full-featured Juvenile Case Management System, including all versions, to be utilized by the Participant Local Governments. 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 2013 Resource Sharing Addendum shall be effective from January 1, 2013 through and including August 31, 2015.
- 3.2. The budget and corresponding work plan at time of execution of this Addendum covers the period January 1, 2013 through December 31, 2013. Each Participant will be presented with subsequent budgets and corresponding work plans for subsequent periods within the term for approval.

4. Operation of TechShare.Juvenile and JCMS.Basic

- 4.1. Urban Counties will provide or contract for services to operate the Production Version of TechShare.Juvenile in the Production Environment for the Participant Local Governments; and will provide or contract for services to operate the Production Version of JCMS.Basic in the Production Environment for JCMS.Basic Counties.
- 4.2. TechShare.Juvenile and JCMS.Basic 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 is attached as Attachment A. Support will be provided in accordance with the TechShare.Juvenile and JCMS.Basic System Support Plan, the current version of which is attached as Attachment B.
 - 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 as Attachment A. 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 as Attachment B. 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 Versions of TechShare.Juvenile and JCMS.Basic.
- 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 Versions of TechShare.Juvenile and JCMS.Basic 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 Local Government's or JCMS.Basic County'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 Participant Local Government or JCMS.Basic County to resume essential business functions.
 - 4.7.2. Severity Level 2 – Urgent, defined as an issue or problem that hampers a Participant Local Government's or JCMS.Basic County's use of a function, but does not prevent the Participant Local Government or JCMS.Basic County 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 Participant Local Government or JCMS.Basic County 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 the Participants to determine when to apply temporary fix or patch or permanent solution to address issue.
- 4.8. If a Participant Local Government or JCMS.Basic County 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 Local Government or JCMS.Basic County.



- 4.9. Urban Counties has the authority to make all necessary decisions to interpret severity levels and service levels.
- 4.10. If a Participant Local Government or TJJD (acting on behalf of a JCMS.Basic County) disagrees with a severity level or service determination made by Urban Counties, the Participant Local Government or TJJD 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 Local Government (or designee) or the IT Director of TJJD (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 County or TJJD, as applicable, 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 and JCMS.Basic

- 5.1. Urban Counties will maintain or contract for services to maintain TechShare.Juvenile and JCMS.Basic 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 or JCMS.Basic 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. 2013 Work Plan, Budget and Cost Allocation

- 6.1. The 2013 Work Plan, Budget, and Cost Allocation is attached as Attachment C.
- 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 2013 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 2013 Work Plan, Budget, and Cost Allocation shall automatically be substituted for the prior version as Attachment C so long as no Participant's costs are in excess of the amount previously approved by the Participant's governing body.
- 6.3. In accordance with the Master ILA, a Participant will not be responsible for any costs in excess of those reflected in the 2013 Work Plan, Budget, and Cost Allocation unless those excess costs are approved by the Participant's governing body.
- 6.4. Payments for costs set forth in the 2013 Work Plan, Budget, and Cost Allocation are due from each Participant on the respective dates in the 2013 Work Plan, Budget, and Cost Allocation. In the case of TJJD, payment will be made in accordance with the payment rules of the State Comptroller.
 - 6.4.1. Costs as set forth in the 2013 Work Plan, Budget, and Cost Allocation for any Participant Local Government implementing TechShare.Juvenile during the term of this Addendum are due no later than 30 days after Go Live for the Participant Local Government.
 - 6.4.1.1. Operation and Maintenance (O&M) Costs will be prorated for the Participant Local Government in accordance with the date of Go Live.



7. Implementation of TechShare.Juvenile and JCMS.Basic by Urban Counties

- 7.1. Urban Counties' member counties will implement JCMS.Basic and/or TechShare.Juvenile through Urban Counties.
 - 7.1.1. Urban Counties' member counties implementing only JCMS.Basic, and not executing this Addendum for the purpose of implementing TechShare.Juvenile, must execute the JCMS.Basic Use Agreement, Attachment D to this Addendum.
- 7.2. Urban Counties will work with each Urban Counties' member county to develop a detailed installation plan that will list the implementation activities, and the tasks and responsibilities of Urban Counties and the county.
- 7.3. No Urban Counties' member counties may implement JCMS.Basic and/or TechShare.Juvenile independent of Urban Counties (or TJJD in the event of implementation of JCMS.Basic through TJJD).

8. Implementation of JCMS.Basic by TJJD

- 8.1. Unless otherwise agreed in writing by Urban Counties and TJJD, non-Urban Counties member counties will implement JCMS.Basic through TJJD.
- 8.2. For every Juvenile Probation Department that implements JCMS.Basic through TJJD, TJJD and Urban Counties will work with the implementing Juvenile Probation Department to develop a detailed installation plan identifying implementation activities, and the tasks and responsibilities of the Department, the Urban Counties and TJJD. Each implementation plan must be approved in writing for Urban Counties by the TechShare.Juvenile Resource Manager and for TJJD by its Deputy Chief Information Officer or his/her designee. The standard implementation plan is attached as Attachment F, and material deviations from the standard implementation, as determined by either TJJD or Urban Counties, require the written consent of Urban Counties and TJJD.
- 8.3. For every Texas county that implements JCMS.Basic through TJJD, TJJD will ensure that the contractual agreements are in place to support the implementation, including the JCMS.Basic Use Agreement, Attachment D to this Addendum, and the Mutual Non-Disclosure Agreement for TechShare.Juvenile and JCMS.Basic, Attachment E to this Addendum.

9. TechShare.Juvenile Funding Formula

- 9.1. The funding formula for TechShare.Juvenile shall be based on population.
- 9.2. Each Participant Local Government's percentage of the Capital Costs of TechShare.Juvenile shall be equal to the percentage that the Participant Local Government's population represents of the total population of all Participant Local Governments, except that Dallas and Tarrant counties shall equally share the sum of their total Capital Costs. For the calculation of Capital Costs, population figures from the 2010 decennial census will be used.
 - 9.2.1. Notwithstanding section 9.2., the respective capital costs for Participant Local Governments other than Dallas and Tarrant counties that execute this Addendum during calendar year 2013 shall be calculated as if Local Governments with a collective population equal to 75% of the total population of all Urban Counties member counties are participating in this Addendum.
 - 9.2.2. Participant Local Governments that pay capital costs calculated under section 9.2.1. shall not be eligible for any refund of capital costs as additional Participant Local Governments participate in this Addendum until such time as every Participant Local Government's respective capital costs equate to their respective costs as calculated in accordance with section 9.2.



- 9.3. Each Participant Local Government'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 Participant Local Government's population represents of the total population of all Participant Local Governments. 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.
- 9.3.1. In accordance with section 4.2. of the Master ILA, a Participant Local Government 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 Local Government shares equals the amount the Participant Local Government would pay in dues if it were a member of Urban Counties. Such additional amount, if applicable to any Participant Local Government, will be included in Attachment C.
- 9.4. The voting strength of Participants' representatives serving on the Stakeholder Committee is equal to each respective Participant's Capital Costs. For the expected Participants of Dallas County, Tarrant County and the Texas Juvenile Justice Department, voting strength is set forth in the following chart.

Voting Strength Calculation	Votes	Stakeholder Committee Voting Strength
Texas Juvenile Justice Department (TJJD)		
Development Costs 2013 Addendum:	497,268.00	
Original Transfer of Rights for JCMS.Basic:	3,500,000.00	
Total (TJJD)	3,997,268.00	33.71%
Dallas County		
Pre-Paid Capital 2013 Addendum:	410,246.10	
Original Capital Cost Allocation:	3,475,043.76	
Total (Dallas County)	3,885,289.86	32.77%
Tarrant County		
Pre-Paid Capital 2013 Addendum:	410,246.10	
Original Capital Cost Allocation:	3,563,325.23	
Total (Tarrant County)	3,973,571.33	33.51%
Total Costs for Calculation of Voting Strength	11,856,129.18	

10. Safekeeping of Source Code

- 10.1. Urban Counties shall place a copy of the then-current source code for each Production Version of TechShare.Juvenile and JCMS.Basic in escrow with a third-party escrow agent within 10 days of the effective date of this Addendum.
- 10.2. Thereafter, the source code for successive Production Versions of TechShare.Juvenile and JCMS.Basic shall be placed in escrow within 30 days of acceptance by the Stakeholder Committee of each Production Version.
- 10.3. Conditions of release of the source code to Participants will include (i) the filing of a petition for voluntary or involuntary bankruptcy of Urban Counties, which filing is not dismissed within 10 Business Days; (ii) a breach by Urban Counties of an obligation found in Section 16 of the Master ILA to provide the source code to a Participant; (iii) a failure by Urban Counties to make available TechShare.Juvenile



in the Production Environment, which failure lasts more than three (3) Business Days, but excluding any failure beyond the reasonable control of Urban Counties; and (iv) in the event TJJD terminates its obligations under the contract for any reason, which triggers a release of only the source code for JCMS.Basic, and which may be satisfied by Urban Counties providing the source code for JCMS.Basic to TJJD directly rather than notifying the escrow agent of a release event.

- 10.4. Urban Counties shall provide TJJD a copy of the then-current source code for each Production Version of JCMS.Basic within 30 days of acceptance by the Stakeholder Committee, and at other reasonable times as requested by TJJD.

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. Participant Local Governments agree that the following terms and conditions apply to the Participant Local Governments and their representatives regarding access to the confidential juvenile information and data maintained in TechShare.Juvenile and/or JCMS.Basic:
 - 11.5.1. Participant Local Governments 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. Participant Local Governments 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. Participant Local Governments 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. Participant Local Governments 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. Participant Local Governments 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. Participant Local Governments 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 Local Government and/or its representatives.

- 11.5.8. Participant Local Governments 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 Local Government's knowledge or prior notice.
- 11.6. Urban Counties and the TJJD shall limit access to Participant Local Governments' and JCMS.Basic counties' 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 and TJJD agree that under no circumstances shall Urban Counties and TJJD permit disclosure, access, distribution, copying, review, or examination of a Participant Local Government's or JCMS.Basic County's confidential or proprietary information by any other party not authorized herein.
 - 11.6.2. Confidential, proprietary information provided by a Participant Local Government or JCMS.Basic County shall not be modified or marketed without the written authorization of the Participant Local Government or JCMS.Basic County.
 - 11.6.3. All reasonable security precautions, at least as great as the precautions Urban Counties and the TJJD take to protect their own confidential information, but no less than reasonable care, shall be taken by Urban Counties and TJJD to prevent unauthorized use or disclosure of juvenile information.
 - 11.6.4. Urban Counties and TJJD shall cooperate with a Participant Local Government or JCMS.Basic County to regain possession and/or prevent unauthorized use or disclosure of juvenile information maintained in TechShare.Juvenile or JCMS.Basic.

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 Participants' 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. TJJD License to Use TechShare.Juvenile



- 13.1. TJJD shall have a right to use TechShare.Juvenile for its sole use in its administrative offices and in facilities it operates, including remote use by staff of such offices and facilities.
- 13.2. TJJD's right to use TechShare.Juvenile shall continue for so long as it remains a Participant under this Addendum or a subsequent agreement for sharing operations and maintenance of TechShare.Juvenile and JCMS.Basic.
- 13.3. The limitation on TJJD's license under 13.2 does not prejudice any rights TJJD may obtain under the Master ILA should it contribute capital costs for TechShare.Juvenile.

14. Miscellaneous

- 14.1. This Addendum may not be amended except in a written instrument specifically referring to this Addendum and signed by the Parties hereto.
- 14.2. 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.
- 14.3. 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.
- 14.4. In order to maintain a current version of this complete Agreement, whenever Attachments A, B, or C become revised by automatic substitution, Urban Counties will issue those revised attachments to all Participants.
- 14.5. Urban Counties shall annually, or upon request, provide the Participants with information in its possession regarding the ethnic and gender makeup of Urban Counties staff, and the status of all vendors providing services for TechShare.Juvenile and JCMS.Basic as to whether such are recognized as historically underutilized businesses or minority or woman-owned businesses.

15. Termination

- 15.1. A Participating Local Government or TJJD may terminate its participation in this Addendum by providing written notice of termination to the Urban Counties at least ninety (90) days prior to termination, with copies of said notice to the other Participants. A Participant Local Government or TJJD may terminate its participation in this Addendum without prior notice of termination to Urban Counties in the event sufficient funds are not appropriated specifically to meet all of the entity's financial obligations under this Addendum.

15.1.1. It is the intent of the Parties that funds are specifically appropriated for a Participant's obligations under this Addendum if the governing body of a Participant (as well as the Texas Legislature, in the case of TJJD) approves funds within the Participant's budget. It is the further intent of the Parties that funds are specifically appropriated for a Participant's obligations under this Addendum if staff of the Participant has represented, through the process of Stakeholder Committee approval of budgets, specific funds will be used for the payment of costs for the implementation, maintenance, and operation of TechShare.Juvenile or JCMS.Basic.

Example: At the time of execution of this Addendum, the Texas Legislature is contemplating a biennial budget that includes several strategies for TJJD. Included among them is:



- a. \$1.6 million for JCMS, of which amount \$600,000 (\$300,000 in both FY2014 FY2015) is for payment to Urban Counties for implementation services, and the remainder is for grants to counties;
 - b. \$1.9 million of which \$1.3 million (\$650,000 in both FY 2014 and FY2015) is intended for payment to Urban Counties for operation and maintenance of JCMS.Basic. (The Parties are asking the Legislature to increase this amount by \$100,000 per fiscal year for JCMS operation and maintenance purposes.)
- 15.1.2. A Participant terminating for lack of sufficient appropriated funds shall continue participating to the extent funds are appropriated and the entity will work cooperatively with Urban Counties and the other Participants regarding the timing of the entity's termination of participation.
- 15.2. Upon termination by a Participating Local Government, Urban Counties shall remove the Participating Local Government's data from the shared TechShare.Juvenile and JCMS.Basic database and return to the Participating Local Government its data in an industry-standard electronic format. Urban Counties and the Participating Local Government shall work cooperatively on the timing of the return of the data.
- 15.3. Upon termination by TJJD, Urban Counties shall remove all JCMS.Basic County data from the shared TechShare.Juvenile and JCMS.Basic database and provide to TJJD data belonging to all JCMS.Basic counties in an industry-standard electronic format. Urban Counties and TJJD shall work cooperatively on the timing of the return of the data.
- 15.4. Upon notification to Urban Counties by TJJD that a JCMS.Basic county that entered into a JCMS.Basic Use Agreement with TJJD has terminated the JCMS.Basic Use Agreement, then Urban Counties shall remove the JCMS.Basic county's data from the shared TechShare.Juvenile and JCMS.Basic database and provide to TJJD data belonging to that JCMS.Basic county in an industry-standard electronic format. Urban Counties and TJJD shall work cooperatively on the timing of the return of the data.

16. Attachments Incorporated

- 16.1. The following attachments are incorporated in this Addendum as if fully set forth herein:
 - 16.1.1. Attachment A: TechShare.Juvenile and JCMS.Basic System Response Time and Throughput Requirements;
 - 16.1.2. Attachment B: TechShare.Juvenile and JCMS.Basic System Support Plan;
 - 16.1.3. Attachment C: Work Plan, Budget and Cost Allocation (for the period of the Addendum);
 - 16.1.4. Attachment D: JCMS.Basic Use Agreement;
 - 16.1.5. Attachment E: Mutual Non-Disclosure Agreement for TechShare.Juvenile and JCMS.Basic;
 - 16.1.6. Attachment F: JCMS.Basic Standard Implementation Plan;
 - 16.1.7. Attachment G: TechShare.Juvenile Version 1.9.x Scoping Document; and
 - 16.1.8. Attachment H: TJJD Terms and Conditions (applicable to Urban Counties only).

17. Approval Necessary for Addendum to be Effective

- 17.1. The 2013 Work Plan, Budget and Cost Allocation assume initial approval of this Addendum by Dallas and Tarrant counties, and by TJJD.
- 17.2. This Addendum shall not be in effect as to any party until approved by Dallas and Tarrant counties.



- 17.3. In the event this Addendum is not approved by TJJD, then the Participating Local Governments will work cooperatively with TechShare staff to revise the 2013 Work Plan, Budget and Cost Allocation as necessary to reflect the actual level of participation and funding.

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 DALLAS

ATTEST:

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Name and Address for Purposes of Notice:



TechShare.Juvenile and JCMS.Basic Resource Sharing Addendum
20130321
[Signature Page]

COUNTY OF TARRANT

ATTEST:

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Name and Address for Purposes of Notice:



TechShare.Juvenile and JCMS.Basic Resource Sharing Addendum

20130321

[Signature Page]

TEXAS JUVENILE JUSTICE DEPARTMENT

By: _____

Title: _____

Date: _____

Name and Address for Purposes of Notice:



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[Signature Page]

TEXAS CONFERENCE OF URBAN COUNTIES, INC.

BY: 

Title: Executive Director

Date: 4.17.13

Name and Address for Purposes of Notice:

Donald Lee

500 W. 13th Street

Austin, TX 78701



TechShare.Juvenile and JCMS.Basic.Resource Sharing Addendum
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TechShare.Juvenile and JCMS.Basic System Response Time and Throughput Requirements

Performance Service Levels



TechShare.Juvenile and JCMS.Basic Resource Sharing Addendum
Attachment A – System Response Time and Throughput Requirements
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1. Version Information

Version History				
Version #	Date	Revised By	Reason for Change	Publish Date
1.0	09/03/2010	James Hurley	Initial Version	09/03/2010
1.1	09/08/2010	James Hurley	Revisions from Technical Committee Meeting 09/08/2010	09/08/2010
1.2	09/15/2010	Dustin Wells	Added clarifications and changes based on review	09/15/2010

2. Approval History

Participant Approval			
Approver Name	Project Role	Signature/Electronic Approval	Date
	Dallas County		
	Tarrant County		
	TJJD		
	Headspring		



Overview

The purpose of this document is to outline the following areas related to performance service levels for JCMS.

- Target Production Service Levels
- Target Benchmark Server Performance Service Levels
- Testing Process to Verify Performance Service Levels
- Process to Address Shortfalls in Performance Service Levels

Unless otherwise noted, "JCMS" shall refer to both TechShare.Juvenile and JCMS.Basic.

Target Production Service Levels

Purpose

The Target Production Services Levels are the responsibility of the Urban Counties. The Consultant will provide support as needed. The aggregate performance of the system in a production configuration must support service levels based on the projections of the number of users and the volume of transactions for each user. These service levels will fluctuate as more users are added to the system. The system must be scalable in order to meet these changing service levels. Scalability can be achieved through horizontal scaling. Horizontal scaling involves adding more servers to a cluster to handle the additional volume.

JCMS and its associated components serve many different types of transactions. Each has their own unique criteria for processing and therefore their unique service levels.

This document provides the expected Services Levels within the following areas:

- Web Traffic
- Scheduled Tasks
- Data Migration
- Web Service

Within each section, service levels are based on the following projection of users for the counties of Dallas and Tarrant, and the JCMS.Basic Counties:

JCMS Users	Logged In Users	Concurrent Users*	Transactions per Minute
6500	975	650	1300

**Assumes 10% of users are on concurrently*

Concurrent Users

In JCMS, a concurrent user is defined as a logged in user who is actually running transactions on the system. A logged in user is signed on to the application but is idle.



Web Traffic Service Levels

Web traffic is the HTML transactions which the application serves. This HTML traffic is the human readable traffic which is viewable in a user's browser. In JCMS, for example, web traffic consists of users logging to the application, searching for juveniles, adding information about juvenile, and viewing forms.

Web Traffic throughput is the number of HTML transactions a system can process in a given amount of time. In JCMS we are measuring throughput as the number of page views which can be processed per minute from the point of view of processing time. A **page view** is the request to load a single HTML page from a server.

Processing Time is the measure of time it takes for a server to receive a request, fill the request, and send the response. *Processing time does not include the latency it takes for the request to reach the server from the client and for the response to reach the client.*

Measure	Target
Web Traffic Throughput	1100 transactions / min

Response Time is the measure of the total amount of time, from the client's perspective, a system takes to process a HTML request. This includes the processing time of the system and the latency time it takes for the request to reach the server and the response to be returned to the client. **Latency** is the measure of time delay in a system. In JCMS latency is the measure of delay relating to network congestion, security measures such as VPN, and client computer processing.

Response times can vary based on the complexity and/or data involved in the web traffic transaction. The JCMS web traffic transactions have been grouped into categories and each category has been assigned a response time target. In the JCMS application each page will be associated with a category and the response time measured for the page.

Response Time Categories	
Measure	Target
Search/Pick	3 sec
View/Add/ Update	3sec
Upload/View Attachment	10 sec
Report/Maintenance	20 sec
Login/Logout	2 sec
Workflow/Messaging	3 sec

Scheduled Tasks Service Levels

Scheduled tasks, also known as batch jobs, are time based transactions which execute against the system typically used to integrate with 3rd party applications, produce reports, and execute periodic business events. JCMS has several scheduled tasks used which run periodically throughout a business day. While these specific tasks do not directly impact users, they do provide imported data and update the system. It is imperative for these types of transactions to run in a timely manner to prevent a backlog and to impact users.

The **scheduled task throughput** is the measure of number of transactions which are processed a given period of time. In the case of JCMS, this is defined as the number of tasks processed per minute.

Measure	Target
Scheduled Task Throughput	100 transactions / min



Data Migration Service Levels

As functional updates are made to an application, periodically database changes will need to be made in order to support the new functionality. These database changes sometimes require data already in the database to be altered due to the database change. In these cases, migration scripts are written to migrate the data from the previous format to the new format. Typically, the application is taken off-line in order to perform a functional update, especially one involving database changes. In order to minimize the downtime of the application, migration scripts must run quickly and efficiently.

The **data migration script execution time** is the measure of time it takes for a single database migration script to process.

Measure	Target
Data Migration Script Execution Time	20 min

Web Service Invocation Service Levels

A **web service** is a software transaction designed for machine-to-machine communication over the network. Web services are used to integrate systems. A web service can expose the same functionality as a web page such as viewing data, adding data, and editing data. Web services can be used in both synchronous and asynchronous methods of communication. In synchronous communications, the response time of the web service is critical, much like the response time of a web page. JCMS uses web services to integrate with 3rd party applications.

The **web service invocation throughput** is the measure of the number of transactions processed in a period of time. In the case of JCMS, this is defined as the number of transactions processed per minute.

Measure	Target
Web Service Invocation Throughput	300 transactions / min

Response Time is the measure of the total amount of time, from the client's perspective, a system takes to process a web service request. This includes the processing time of the system and the latency time it takes for the request to reach the server and the response to be returned to the client.

Measure	Target
Web Service Invocation Response Time	1 sec



Target Performance Benchmark Server Service Level

Purpose

The purpose of this section is to outline the service level targets for the application when tested in the Benchmark testing environment. This environment will be used to test and verify the software deliverables and raise any potential shortfalls for resolution.

Environment

In order to verify the performance service levels the application is benchmarked on a single server with a constantly defined set of attributes. The performance benchmark server will consist of a web server and database server defined with the specified hardware and software configurations:

Web Server Configuration

Component	Value
CPU	2 proc * 2.26 GHz
RAM	4 GB
Network Bandwidth	1 GB
Operating System	Windows Server 2008 64-bit
Application Server	IIS 7
Hard Disk Configuration and RPM	10,000 RPM

SQL Server Configuration

Component	Value
CPU	2 proc * 2.26 GHz
RAM	8 GB
Network Bandwidth	1 GB
Operating System	Windows Server 2008 64-bit
Database Server	Microsoft SQL Server 2008
Hard Disk Configuration and RPM	10,000 RPM

Note: These are physically two separate servers.

The performance tests executed to validate the JCMS application performance requirements will be a set of well defined test cases which cover the areas of the system which allow each of the service levels to be measured. These test cases will be used consistently in order to ensure repeatable results.

Server Load Requirements in Order to Meet Target Response Times

In addition to the server configuration and test cases, other variables in the environment must also be consistent. The benchmark server environment will not exceed the following values when verifying the response times of the application.

Component	Value
CPU Utilization	Will not exceed 65% utilization
RAM Utilization	Will not exceed 50% utilization
Disk Utilization	Will not exceed 65% of disk storage capacity
Network Utilization	Network Latency will not affect the controlled environment



Service Levels

The above benchmark server configuration will support the following service levels, which are a subset of the performance service levels. These service levels only apply as they are included in performance test cases or feature packages as outlined in the *Testing Process to Verify Performance Service Levels* Section.

Measure / Service Level Categories	Target
Web Traffic Throughput	300/min
Web Traffic Response Time	
Search/Pick	3 sec
Add/ Update	3 sec
Upload/View Attachment	10 sec
Report/Maintenance	20 sec
Login/Logout	2 sec
Workflow/Messaging	3 sec
Data Migration Script Execution Time	20 min
Scheduled Task Throughput	30/min
Web Service Invocation Throughput	150/min
Web Service Invocation Response Time	.5 sec

* Targets reflect desired performance in an isolated and controlled "benchmark" environment where network latency will not affect the response times.

Testing Process to Verify Performance Service Levels

The following outlines the process for applying and testing the target service levels against the system.

New Software Features

The following applies to the new features and feature packages that are implemented during the amended agreement. During Technical Design, the Urban Counties and Consultant will mutually agree to target performance service levels by assigning the feature to one or more Performance Service Level Categories as outlined in the Service Levels section on Page 23. Following each sprint, the Urban Counties will benchmark the actual performance against the target performance as a part of the acceptance testing process. If the actual performance does not meet the target performance levels, Consultant and Urban Counties will use the process as outlined in the *Process to Address Shortfalls in Performance Service Levels* outlined later in this document.

Existing Software Features

Specific performance test cases will be defined to test the performance service level targets against the existing software developed through Release 7(JCMS 1.07). The Urban Counties and Consultant will work together to define mutually agreeable performance test cases. Following final development and agreement on the performance test cases and execution of the tests, if the actual performance does not meet the target performance levels, Consultant and Urban Counties will use the process as outlined in the *Process to Address Shortfalls in Performance Service Levels* outlined later in this document.



Process to Address Shortfalls in Performance Service Levels

This section outlines the process that will be followed if a tested feature of the system does not meet the stated target performance service levels. Upon notification of a shortfall from actual performance to target performance, the following will process will be followed:

- Urban Counties will notify Consultant with the details of the feature tested, the performance test category being tested, and the test results.
- Consultant and Urban Counties will meet to review the feature or test case that did not meet the performance targets and develop a mutually agreeable mitigation plan which may include an adjustment to the service levels. If the mitigation plan requires a change in service levels then the Oversight Committee must approve.
- If the mitigation plan requires a change in contract amount or feature priority, then Urban Counties will deliver or present the mitigation plan to the Oversight Committee for consideration.
- If the mitigation plan requires an increase to the overall project budget, then the Urban Counties will required to get the approval of the governing bodies of the participants.



TechShare.Juvenile and JCMS.Basic System Support Plan



TechShare.Juvenile and JCMS.Basic Resource Sharing Addendum
Attachment B – System Support Plan
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Version Information

Version History				
Version #	Date	Revised By	Reason for Change	Publish Date
1.1	02/01/2011	Johnny Manns		
1.2	02/09/2011	Johnny Manns	First Draft – RL Review	
1.3	02/10/2011	Johnny Manns	2 nd Draft – RL and JH Review	
1.4	03/11/2011	Johnny Manns	Revisions and Problem Ticket Management Appendix A	
1.5	05/27/2011	Johnny Manns	Revisions and On Call/After Hours Support Appendix B	
1.6	05/19/2012	Charles Gray	Update for Resource Sharing Addendum	



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Introduction

Goals

The goal of this Systems Support Plan is to address, define and document expectations and procedures relevant to:

- ▶ Systems Support Design, Approach and Methods for ongoing operations
 - ◆ Help Desk
 - ◆ Production Operation
 - ◆ Release Management
 - ◆ Application QA Testing
 - ◆ User Guide Management
- ▶ Systems Support Delivery
- ▶ Systems Support Roles and Responsibility

Objectives

This plan is presented to:

- ▶ Formalize TechShare Help Desk as the support provider for TechShare.Juvenile and JCMS.Basic
- ▶ Define the TechShare Help Desk's Production Operations and Reporting responsibilities
- ▶ Define the county agency, Texas Juvenile Justice Department and Urban Counties problem management roles and responsibilities, as they relate to the TechShare Help Desk
- ▶ Define the problem management methodology and support structure within which TechShare.Juvenile and JCMS.Basic support occurs
- ▶ Define the TechShare Help Desk's QA Testing and Materials Management roles and responsibilities

Scope

The scope of this plan is to define; the initial concept for the TechShare Help Desk and the associated support roles and responsibilities of the unit, and to document procedures to be used within the unit to fulfill support obligations.



Approach

The approach for establishing the TechShare Help Desk as a unit that will perform support responsibilities is to:

- ▶ Define the primary responsibilities of TechShare.Juvenile and JCMS.Basic Production Management as
 1. Help Desk Support for TechShare.Juvenile and JCMS.Basic
 2. Production Operations Management
 3. Release Management
 4. Application QA Testing
 5. Maintenance of the Baseline User Guide
- ▶ Define the guidelines, role/responsibilities, and procedures associated with these TechShare.Juvenile and JCMS.Basic Production Management activities (*these processes will interact with each other and may be adjusted after implemented to facilitate process improvement*)

With these items defined and the TechShare Help Desk formalized, the processes and procedures will be institutionalized as the unit's methodology.



Help Desk Support

Overview

The following describes the processing path for issues and defects including decision points for escalation and defect management to be utilized and integrated into the TechShare Help Desk. Specific warranty service level details (i.e., respond resolve timelines) required for support staff availability and levels of service related to TechShare.Juvenile and JCMS.Basic consistent with the Service Levels documented in *Appendix A*.

Definitions

Term	Definition
End Users	County and external agency personnel who utilize the systems in completing their daily work activity
TechShare Help Desk	Conference of Urban Counties (Urban Counties) staff who: ▶ Monitor/track/resolve and/or properly route/close Problem Tickets and emergency End User calls regarding properly escalated TechShare.Juvenile and JCMS.Basic issues ▶ Facilitate defect resolution
Problem Ticket	An issue logged into the issue management system and saved in order to acquire an assigned ticker number
Issues	User experiences which have an adverse impact if not resolved, or are of concern to the user, and require escalation in a Problem Ticket to the TechShare Help Desk include: ▶ Application Defects – Problems encountered with Application features functioning as designed and/or as identified in the technical requirements ▶ Business Need – recommendations for improvement to the application that may require additional development ▶ Performance Problem – problem related to system connectivity or speed ▶ Training Material Issue – Problems encountered with User Guide and/or recommendations for improvement of those materials ▶ Database Issue – Problems with system tables ▶ Enumeration Issues – Problems with hard coded system values
Severity Level 1 Issue	Critical issues: defined in Appendix A as a problem or outage that directly impedes client's ability to carry out essential business functions, highest priority issues, have precedence over Level 2 and Level 3 Issues



Severity Level 2 Issue	Urgent Issues: defined in Appendix A as problems that hamper the client's use of a function, but does not prevent carrying out essential business functions, high priority issue, secondary to Level 1 issues but have precedence over Level 3 Issues
Severity Level 3 Issues	Normal Issues: defined in Appendix A as problems that, if corrected, would improve the use or functionality of the system, low priority
HIMS	Help Desk Issue Management System – software application initially used by support staff (<i>at the time of help desk implementation</i>) for Problem Tracking to document and track issues
SLA	Service Level Agreement: service expectations agreement between the party being served (customer, i.e. users) and the serving party
Tiers of Support	Distinctive units and/or individuals that provide support along the Problem Ticket escalation path, by addressing particular ticket types, using the Problem Ticket to document/track status of the issue to resolution and/or closing of the ticket
Problem Ticket Escalation	Movement of a Problem Ticket from one tier of support to a higher tier

Problem Ticket Management

The default status of all problem tickets when saved by an individual opening a ticket is "Submitted." Definitions for all status labels to be used are included in ***Appendix B***.

Basic Status Definitions

Submitted	Status of a new Problem Ticket until reviewed by the Help Desk
In Progress	Issue submitted, assigned to Product Owner, Urban Counties Staff, or other entities and currently under evaluation or correction.
Closed	Issue submitted and closed. Example items include database changes for county configurable values, and updates to user tables.
Closed to Backlog	Feature change or a usability issue.
Closed – Training Issue	Issue submitted by a user in which the problem was resolved by providing additional instruction on the functionality of the system.



Support Structure

Expectations for support staff include the designation of "Tiers of Support." The use of tiers will ensure that each problem ticket is viewed quickly by county or local agency support staff, then resolved or properly routed to the TechShare Help Desk. Documentation must be made available to the TechShare Help Desk when planning county implementation, which detail the specific county and associated agency internal escalation procedures for Tier 1 and Tier 2. This documentation should include identification of primary and secondary contacts, and escalation activities within the participating county (and their local agencies) in order to effectively manage expectations across all tiers of support.

Tier 1 and Tier 2 – County and Local Agency Support staff that assess, document, resolve and close problem tickets within their county or agency as defined in internal procedures (consultation with TJPC in some instances may be required) and/or escalate tickets to Tier 3. Designees of Tier 2 will call and/or detail the issue in a HIMS Ticket. HIMS instructions are defined in **Attachment B**. They will also escalate any issues clarified as TechShare Help Desk responsibilities when defining SLAs (i.e., defects, performance problems, service requests, etc.) by properly documenting the issue in a Problem Ticket, properly categorizing the issue and assigning it to Tier 3. For TechShare.Juvenile, each participating organization will assign a local Product Owner who is responsible for performing these duties. For JCMS.Basic, the Texas Juvenile Justice Department (TJJD) will assign a Product Owner who is responsible for performing these duties.

Tier 3 – TechShare Help Desk staff comprised of Urban Counties staff that will support Tier 2 staff as information resources and receive escalated Tier 3 tickets (i.e., Defects, Performance Problems, Service Requests, Activity and Business Needs Issues). Rules for communication between Tier 2 and Tier 3 depend on the issue's severity level. The following table contains instruction for how Tier 2 communicates with Tier 3.

	Issue Severity Level	Communicate Issue to Tier 3 by:
Tier 2	1	• Call TechShare Emergency Line • Open HIMS Ticket
	2	• Open HIMS Ticket
	3	• Open HIMS Ticket

Help Desk Services

Participating organizations will designate key Tier 1 and Tier 2 staff that will perform the first review and assessment of issues. Issues will be documented as a problem ticket only if it is a Tier 3 issue. If/when issues are escalated to Tier 3, the problem ticket will be assessed by TechShare Help Desk staff to verify understanding of the issue and validate that it is properly documented and categorized. Improperly documented or unclear problem tickets will be returned to the sender for correction/clarification. The goal of Tier 3 in handling problem ticket will be to resolve/close the issue or escalate it by assigning it to the authority who can ultimately resolve/close the ticket.



FOCUS	SERVICE	ROLE	RESPONSIBILITIES
Problem Tickets	Problem Management	Tier 1 <i>County, Local Agency, or TJJD</i>	▶ Phone support for End Users ▶ Report Issues 24/7 (based on local procedures) to Tier 2 staff who document issues into the problem tracking system
		Tier 2 <i>County, Local Agency, or TJJD</i>	▶ Document issues in problem tracking system, resolve and monitor issues for status updates, close Tickets covering resolved issues 24/7 (based on local procedures): ▪ Communicate with End Users ▪ Assess Business Needs recommendations and Resolve issues that require Business Rule clarification ▪ Resolve issues that relate to county configurable tools ▪ Resolve user access and permissions issues ▪ Update county configurable TechShare.Juvenile or JCMS.Basic values ▶ Escalate tickets to Tier 3 ▶ Call Tier 3 regarding Critical Issues
		Tier 3 <i>Tech Share Help Desk</i>	▶ 24/7 Emergency Phone Support ▪ Maintain around the clock availability ▪ Address all issues in accord with Service Level Requirements ▪ Institute and Maintain an On Call/After Hours Support Methodology (<i>Appendix C</i>) consistent with Appendix A ▶ Process Incoming Problem Issue Tickets during regular business hours: ▪ Validate issue as a Tier 3 issue and route properly for resolution ▪ Address performance issues ▪ Address Database issues ▪ Update system tables ▪ Resolve issues that relate to configuration ▪ Feature Issues - move to Backlog

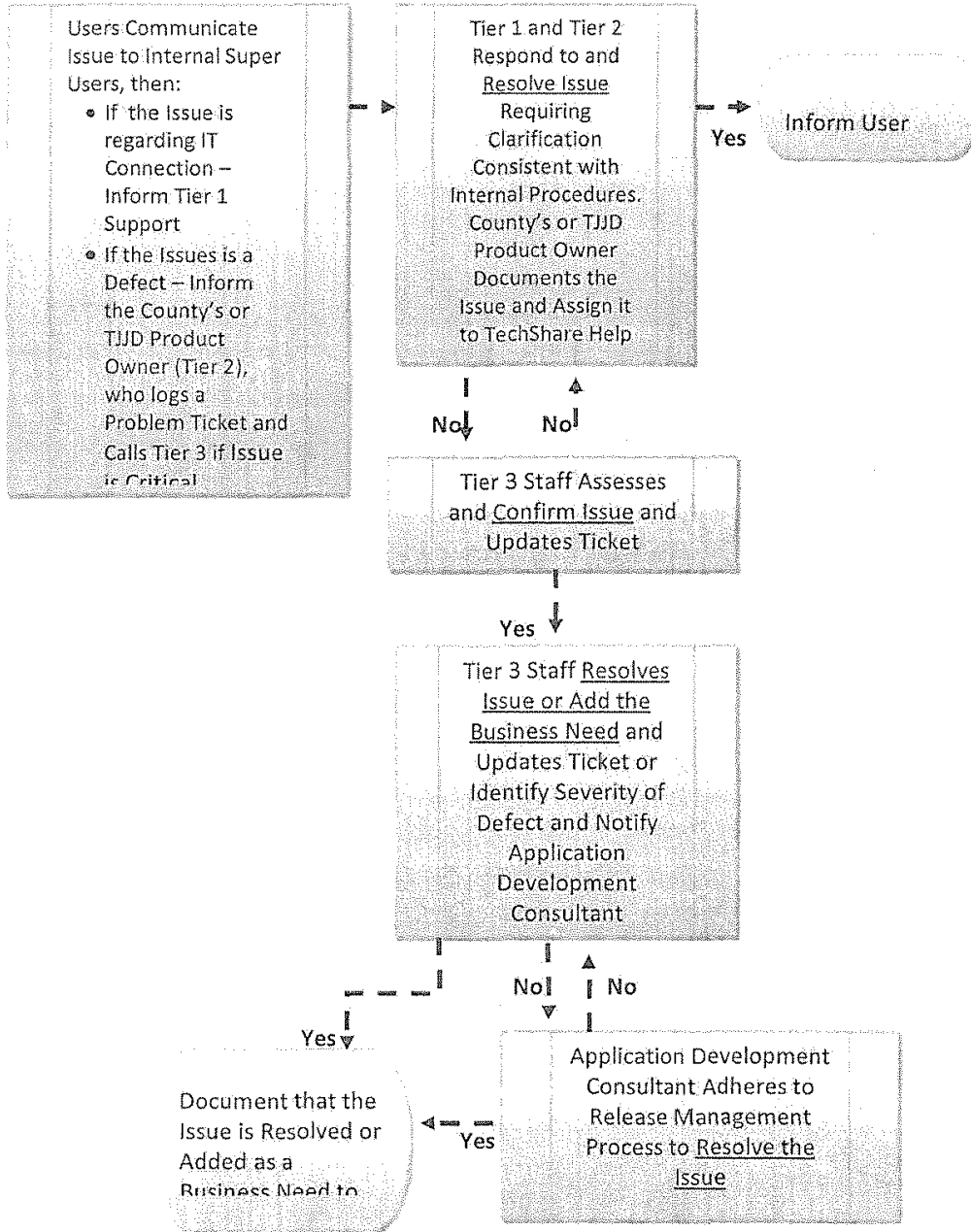


			▶ Use a dedicated phone line to receive calls from and contact county Tier 2 staff. ▶ Facilitate successful completion of scheduled Network Events and facilitate reversal of system outages ▶ Facilitate Problem Management Meetings Escalate Feature-Bugs HIMS Tickets (<i>Defect Management Process defined in project Statement of Work Warranties</i>)
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Help Desk Workflow

(the primary action for the individual steps in this process are underlined)



Production Operations

Overview

Information in this section is intended to define the operational responsibilities to be fulfilled by TechShare Help Desk management for purpose of supporting the systems during production operations. Identification of a Systems Support Manager responsible for designing and documenting the methodologies to be used and to manage these responsibilities is required. TechShare Help Desk staff will perform and/or assist other CUC staff in performance of these duties.

Production Operations Services

FOCUS	SERVICE	ROLE	RESPONSIBILITIES
Production Operations	Systems Support	TechShare Help Desk Manager or Agent	➤ Monitor and Enforce SLAs: ▪ Define/Monitor the Support SLAs with Counties ▪ Monitor Vendor SLA status for development as well as Network and Server Services ▪ Enforce SLA obligations ➤ Coordinate New Agency On-boarding Activities ▪ Establish County/TechShare/Juvenile or JCMS/Basic Environments Connectivity ▪ Data Conversion ▪ Data Validation ▪ Pilot ➤ Coordinate Planned Network Events/Outages and communicate to County Contacts
	Security Management	TechShare Software Dev Manager	➤ Provide Security Management Plan ➤ Manage Master Data Tables ➤ Disaster Recovery ▪ Document Disaster Recovery Procedures ▪ Facilitate testing of transitions
Reporting	Performance Reports	TechShare Help Desk Manager or Agent	Help Desk Reports including: ➤ Open Issue Status (Number and Category of tickets opened, trends and outstanding issues) ➤ SLA Status (Respond/Resolve statistics) ➤ Network Availability (Network connectivity stats) ➤ Website Stats
			Help Desk Evaluation (results or periodic surveys)
			Vendor Evaluation and Performance Monitoring Reports: status for 3rd Tier Support (did they pass/fail SLA)



Release Management

Overview

This section provides expectations for managing Application releases, by identifying the approach as well as the associated roles and responsibilities. Procedures for Application Release Management include deployment of code generated to resolve defects as well as for deployment of code developed as a result of the Feature Definition, Design and Approval Process.

Release Management Approach

The approach for establishing the Release Management approach for organized, scheduled distribution of code to the user community, is to define the Release Management services, roles and responsibilities. The following table includes release management considerations for releasing code to correct defects and deploy Features.

Release Management Services

FOCUS	SERVICE	ROLE	RESPONSIBILITIES
Defect Management	Systems Support	Tier 2, Tier 3 & CUC Staff	▶ Analyze Issue ▶ Open Problem Ticket defining Defect ▶ Update Problem Ticket Status ▶ Assign Issue to Developer and Test code update
Feature & Defect Testing	Testing QA & Oversight	TechShare Help Desk/QA Manager or Agent	Acceptance Testing responsibilities include: ▶ Document and Formalizing Acceptance Testing methodology (current methodology is defined by the Pre Production Defect Management Process) ▶ Design Actual Test Scenarios for Feature Acceptance Testing, as well as for defect fixes when applicable ▶ Ensure that all requirements noted as "Actual Test Scenarios" noted within the Features are tested and function as designed prior to delivery to the county for testing ▶ Ensure that all Issues/Exceptions found during testing are documented and resolved before code deployment ▶ Coordinate acquisition of County Certification upon completion of test ▶ Oversight manage the migration of Acceptance Test functionality into Release Test Scripts

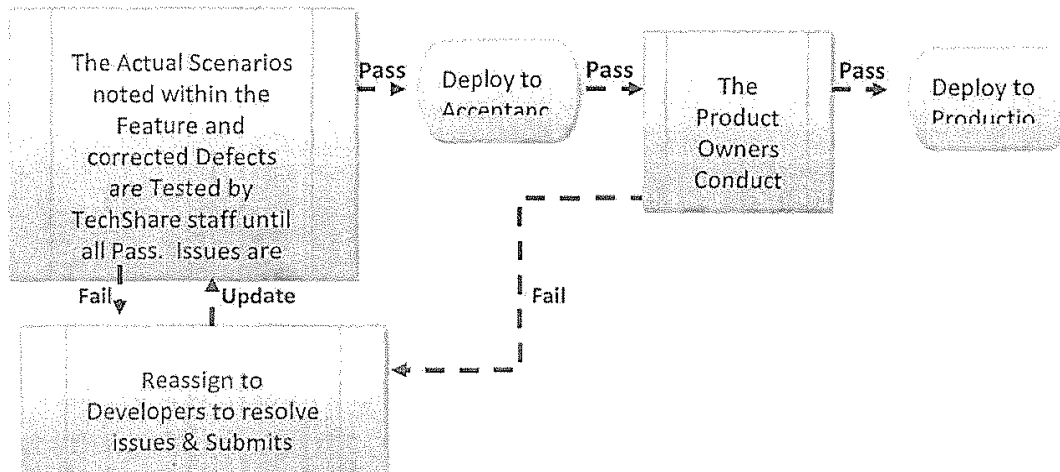


	Acceptance Testing	Tier 3 & County /Local Agency Staff	▶ Test functionality of system updates as defined in Features and/or other release documentation ▶ Test functionality of system updates to fix defects ▶ Document Test Issues/Exceptions in Problem Tickets and route appropriately
	Performance Testing	TechShare Help Desk Staff	▶ SLA Performance Testing
Application Deployment	Deploy New Code	TechShare Development Center Manager or Agent	▶ Verify that the version of the Application is correct ▶ Deploy code to the all environments ▶ Apply Configuration changes to all environments

Acceptance Testing

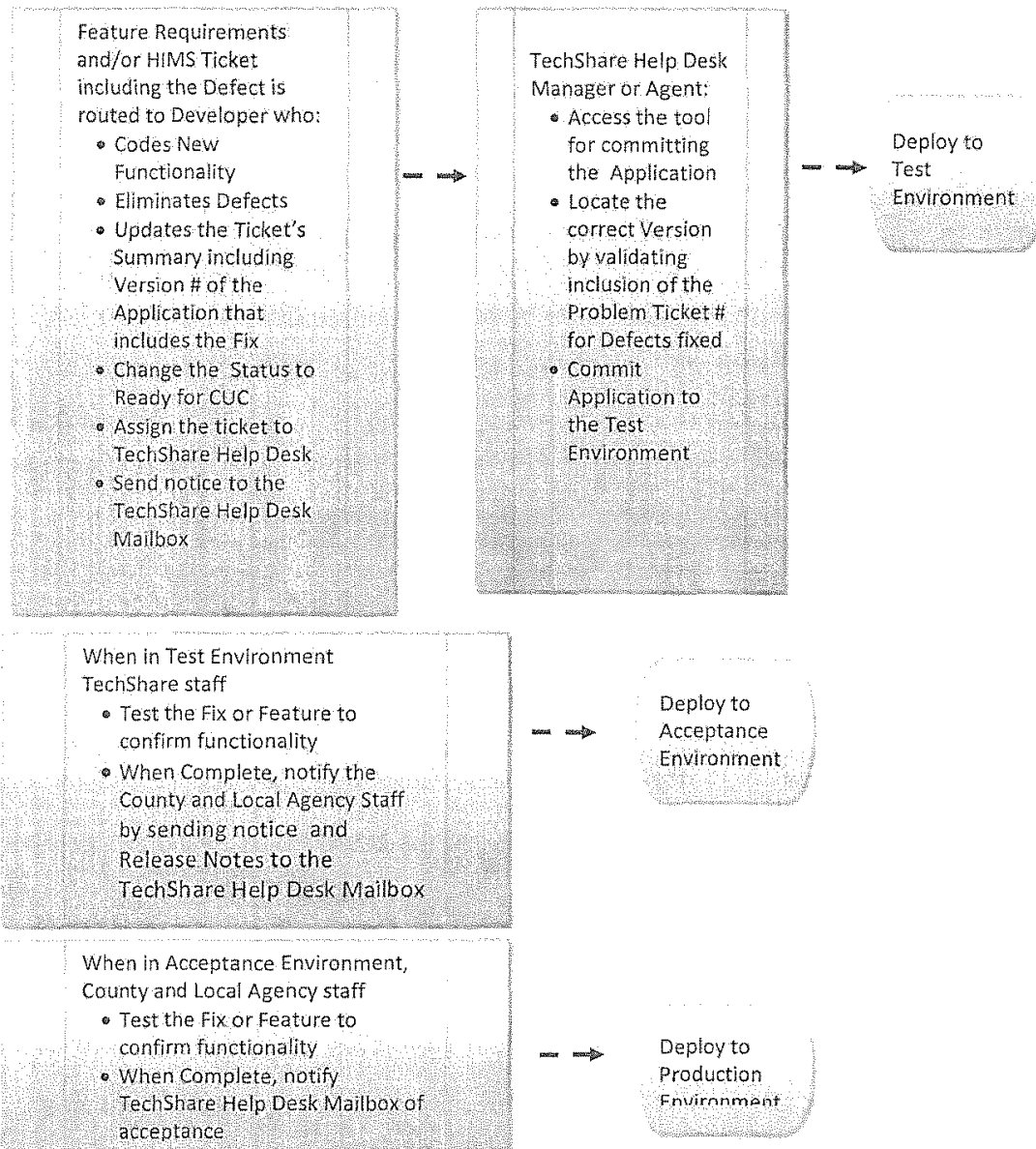
The purpose of Acceptance Testing is to verify that the application works in an integrated manner and to validate that the requirements have been implemented into the software according the design specifications, before submitting the application for testing in the county(s). This phase of testing serves as the bridge between development and implementation, and it confirms that the system performs as designed and fulfills functional requirements.

Acceptance Testing Process



Application Deployment

Deployment of updated code will take place when developer correction of defect or Feature function is complete. A HIMS ticket will be generated to describe any defect including those noted during Feature testing. The process for handling these tickets is represented in the workflow above. The following diagram depicts the movement of new features and fixes from development to production, if/when no issues exist that require developer intervention.



QA Usability Testing

The ongoing practice of developing and coordinating iterations of Usability Testing will continue as a function managed by the QA Test Manager. The responsibilities include:

- Coordinate meetings required for designing scenarios for Usability Testing
- Coordinate development of test tools and manage test schedule
- Facilitate test sessions and training of assisting resources
- Compile test data and report test results



Core User Guide Management

A baseline copy of User Guide will be managed by the TechShare Help Desk. TechShare.Juvenile and JCMS.Basic User Guides, and a Training Guide were generated for pilot testing or are currently in production. The documents will be updated prior to implementation of the new version of the systems. Responsibilities for maintaining the User Guide include:

- ▶ Design and document a methodology for managing the baseline User Guide
- ▶ Tracking system updates and documenting the changes within the User Guide and/or communiqués to the user community
- ▶ Manage the repository for training material



Appendix A – Service Levels

The following table includes details of the contractually required service availability and levels of service to be provided, related to TechShare.Juvenile and JCMS.Basic.

Service Level	Definition	Service Level Requirement
Severity Level 1 Issue	Critical Issues: a problem or outage that directly impedes client's ability to carry out essential business functions, highest priority issues, have precedence over Level 2 and Level 3 Issues	95% Response within 1 hr 100% response within 2 hrs - Participant and Urban Counties must designate management rep responsible for review of problem and concurring with Level 1 designation and plan for resolution - Resolve according to plan and consult until resolved with temporary fix, patch or permanent solution
Severity Level 2 Issue	Urgent Issues: problems that hamper the client's use of a function, but does not prevent carrying out essential business functions, high priority issue, secondary to Level 1 issues but have precedence over Level 3 Issues	95% Response by next Calendar Day 100% within two Calendar Days. - Resolve by continuous work during normal business hours until resolved with temporary fix, patch or permanent solution
Severity Level 3 Issues	Normal Issues: problems that, if corrected, would improve the use or functionality of the system, low priority	95% Response within 3 Business Days of impact assessment and planning for release 100% within 5 Business Days - Resolve by joint planning with funding counties - Permanent fix, to follow a temporary fix, is assigned its own severity level

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.

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



Appendix B - Problem Management

The default status of all problem tickets when saved by an individual opening a ticket is "Submitted."
Definitions for all status labels to be used are:

Status Definitions Table

Status	Definition	Action to Take
Submitted	Status of a new Problem Ticket until reviewed by the Help Desk	• Change Status to In Progress, • Update the Summary (starting below the current summary info) with the current Date, your initials and the action you are taking • Assign the ticket to appropriate support personnel then • Save the ticket • Send an email to the support entity to whom the ticket is assigned giving the issue number in the subject and a brief description within your email(copy and paste the original issue summary) • Document specifics of the ticket in the HIMS Assessment Spreadsheet
In Progress	Issue submitted, assigned to Product Owner, Urban Counties Staff, or Headspring and currently under evaluation or correction.	After the issue is resolved • Update the ticket status to Ready for Help Desk to Test • Assign the ticket to TechShare Help Desk
Ready for Help Desk to Test	Status assigned to Problem Ticket by Developer, Database and other staff that resolves the issue noted in a ticket. This queue should be used also to identify issues to be included in Release Notes.	Test within the "Test Environment" to validate that the issue is resolved. Subsequently: • Move the ticket to the "Ready for County Validation" Queue • Document the Version # in the Comment column of the HIMS Assessment Spreadsheet • Begin documenting the "Defects Fixed" list for the next release to Production • Deploy Fixes to Acceptance – if necessary



Ready for RL Consideration	Status assigned to items that are requests for Feature changes (not bugs)	Assign to TechShare.Juvenile System Resource Manager
Pending County Validation	Status assigned to items after validating them in the Test Environment	• Send email notice to the person who initiated the ticket asking that they validate the fix in Acceptance or Production (whichever is applicable) • Close the ticket if the ticket initiator responds via email asking you to do so • Update the Spreadsheet comment column for any issues closed by the county or that they ask you to close
Closed	Issue submitted and closed. Example items include database changes for county configurable values, and updates to user tables.	• Close ticket • Check Spreadsheet looking for any tickets you don't see, in order to find tickets closed by the County • Update Spreadsheet Final Status column to include the version number of the deployment to Production or the phrase "moved to production" and the date moved.
Closed to be Deployed to Production	Feature Package Issues tested by CUC in the Test Environment and in Acceptance but not yet deployed to Production.	• Update Spreadsheet comment • Include in Release Notes
Closed to Backlog	Feature change or a usability issue.	
Closed Training Issue	Issue submitted by a user in which the problem was resolved by providing additional instruction on the functionality of TechShare.Juvenile or JCMS.Basic.	• Update Training Materials



Appendix C – On Call/After Hours Support

Methodology

Topic	Subtopic	Details
Support Expectations	Requirements	On Call/After Hours Support is required outside of the regular Monday through Friday normal business hours, to ensure that response to Critical Issues occurs within the required timeline: • 95% Response within 1 Hr • 100% Response within 2 hrs A Critical Issue is: • A highest priority problem or outage that directly impedes the ability to carry out essential business functions
	Tier 1 and 2 Support Responsibilities	• Assess an issue as a Critical Issue • Confirm whether the issue is within the application and/or beyond the firewall within which the Tier 1 representative is responsible ◦ Confirm issue responsibility with or as the internal designated Management Rep responsible for review of problems ◦ Utilize internal tools and procedures to resolve critical issues inside the firewall ◦ Facilitate resolution of Critical Issues beyond the firewall with temporary fix, patch or permanent solution as defined by the designated internal and CUC Management Reps responsible for review and concurrence and resolution plan
	Tier 3 Support Responsibilities	• Respond to the call reporting a Critical Issue ◦ Utilize After Hours support tools and procedures ◦ Confirm issue responsibility with or as the CUC designated Management Rep responsible for reviewing Critical Issues ◦ Resolve Critical Issues beyond the firewall with temporary fix, patch or permanent solution as defined by the designated internal and CUC Management Reps responsible for review and concurrence and resolution plan



On Call/After Hours Support Procedures	Tier 1 and 2 After Hours Reporting Procedures	Reporting the Issue: 1. Log the issue in HIMS 2. Confirm whether the issues is County IT Related or a system problem within the application or beyond the County firewall. 3. Call to report the Firewall Critical Issues – 512/943-2466 (24/7, 365 days/year). Report critical issue to the TechShare Development Center on call staff if the issue is a problem beyond the County firewall and/or within TechShare.Juvenile or JCMS.Basic functionality that prevents user(s) from completing work. If the Emergency Call is missed by on-call support the caller is able to leave a voice message and Google Voice captures call information: including the caller's #, Date and Time of the call.
	Tier 3 On Call/After Hours Support Procedures	Receive the Emergency Call or Retrieve the Emergency Message: A call from the phone used to report the problem, is received by the phone belonging to the individual on-call supporting Critical Issues 1. Document the Problem specifics a. Caller Name _____ b. Caller Contact Information _____ c. County and Site _____ d. Issue Description _____ e. How Confirmation was acquired that the issue is within the application or beyond the firewall _____ 2. Contact TechShare Development Manager to report the issue 3. Consult with TechShare Development Manager and/or designated project management to confirm issue responsibility
CUC Support Tool	Google Voice	On the site you can check the voicemail inbox, set the phone numbers to forward to and configure the account. Accessing Google Voice using internal procedures.



WORK PLAN, BUDGET, AND COST ALLOCATION
TECHSHARE.JUVENILE AND JUVENILE CASE MANAGEMENT SYSTEM - BASIC
2013 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
2. Maintenance – correcting defects in the system and applying maintenance as required by statute or rule and/or to keep the system evergreen (see below)
3. Development of JCMS Versions 1.9.1 and 1.9.2 – in accordance with the JCMS.Basic and TechShare.Juvenile 1.9.x Release Scoping Document included as Attachment G to this Addendum.
4. Supporting the implementation activities of the TJJD – including change requests required to support the varied use of Caseworker across Juvenile Probation Departments
5. Implementation of TechShare.Juvenile and JCMS.Basic, Version 1.9.1 and 1.9.2 – in all Participants using TechShare.Juvenile and including migration of JCMS.Basic Counties
6. Implementation of TechShare.Juvenile 1.9.2 in Dallas County – migration from JCMS.Basic and the Juvenile Information System
7. Implementation of TechShare.Juvenile in other member counties – preparation of budget proposals and implementation planning
8. Implementation of JCMS.Basic in member counties – either as a first step toward TechShare.Juvenile implementation or as a member county's production system

Evergreen

TechShare.Juvenile will be upgraded to the latest version of .NET from Microsoft as new versions become generally available. TechShare.Juvenile is operating on .NET Version 4.0 as of the beginning of the period for this Addendum.

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 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.	Acceptance of Version 1.9.1:	July 31, 2013*
4.	Acceptance of Version 1.9.2:	Aug 31, 2013*
5.	Implementation of TechShare.Juvenile in Dallas County:	Oct. 30, 2013**
6.	Implementation of TechShare.Juvenile in other member counties:	As scheduled
7.	Supporting the implementation activities of the TJJD:	As scheduled
8.	Implementation of JCMS.Basic in member counties:	As scheduled

*Dependent on completion of features for Versions 1.9.1 and 1.9.2 by Headspring.

**Dependent on completion of features for Version 1.9.1 and 1.9.2 by Headspring and constraints within the Dallas County Implementation Plan for Go Live.

Capital Costs and Allocation

The total Capital Cost of TechShare.Juvenile as of January 1, 2013 is \$10,501,102.06. Included within the scope of work to be completed pursuant to this Addendum are functional enhancement of JCMS.Basic and completion of Version 1.9.2. of TechShare.Juvenile, including a warranty on the system through April 2014. The total cost associated with those features is currently estimated to be \$1,243,170, of which amount TJJD will pay \$497,268.00 representing the cost of the new features for JCMS.Basic. Therefore, the total Capital Cost of TechShare.Juvenile upon the completion of Version 1.9.2. is estimated to be \$11,321,594.26 as adjusted to reflect actual expenditures to complete Version 1.9.2 less TJJD's actual contributions for new features for JCMS.Basic plus the cost of risk for the county portion of the pre-paid capital costs.

Capital Costs are allocated among Participant Local Governments according to the relative population of each Participant Local Government to the total population of all Participant Local Governments. The relative populations and Capital Costs of each Participant Local Government is shown on the table on the following page.

For member counties that adopt this Addendum, the following table shows the Capital Cost Allocation for each county.



County	2010 Population	Capital Cost:	
		Early Adopters (.75 of members)	
Bell	310,235	\$	237,345
Brazoria	313,166	\$	239,587
Brazos	194,851	\$	149,071
Cameron	406,220	\$	310,778
Chambers	35,096	\$	26,850
Collin	782,341	\$	598,530
Comal	108,472	\$	82,986
Denton	662,614	\$	506,932
Ector	137,130	\$	104,911
El Paso	800,647	\$	612,535
Fort Bend	585,375	\$	447,841
Galveston	291,309	\$	222,866
Grayson	120,877	\$	92,477
Gregg	121,730	\$	93,129
Guadalupe	131,533	\$	100,629
Harris	4,092,459	\$	3,130,933
Hays	157,107	\$	120,195
Hidalgo	774,769	\$	592,737
Hunt	86,129	\$	65,893
Jefferson	252,273	\$	193,001
Johnson	150,934	\$	115,472
Kaufman	103,350	\$	79,068
Lubbock	278,831	\$	213,320
McLennan	234,906	\$	179,715
Midland	136,872	\$	104,714
Nueces	340,223	\$	260,287
Randall	120,725	\$	92,361
Rockwall	78,337	\$	59,932
San Patricio	64,804	\$	49,578
Smith	209,714	\$	160,442
Travis	1,024,266	\$	783,614
Webb	250,304	\$	191,495
Williamson	422,679	\$	323,370
Wise	59,127	\$	45,235
	19,731,351		



Operations and Maintenance Budget and Allocation

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

	Budget
Participant Contributions	
Texas Juvenile Justice Department	\$ 1,796,249.60
Dallas County	\$ 1,542,273.00
Tarrant County	\$ 1,152,527.40
Total Income	\$ 4,491,050.00
Expense	
Indirect Expenses	\$423,012
Legal Fees	\$48,264
Meetings	
Committees	\$5,004
Other (Annual User Conference)	\$0
Total Meetings	\$5,004
Occupancy	
Rent - 500 W. 13th. St.	\$6,000
Rent - Stonecreek	\$120,600
Total Occupancy	\$126,600
Other Expenses	
Consulting	\$1,296,744
Internet Services	\$18,000
Mgt. Services	\$1,697,000
Software Maintenance Fee	\$284,430
Systems Operations Fee	\$549,996
Total Other Expenses	\$3,846,170
Printing & Publications	\$6,000
Travel	
Staff	\$36,000
Total Travel	\$36,000
Total Expense	\$4,491,050
Reserve	\$ -



Cost Allocation and Payment Plan: (The payment plan below is an estimate subject to funding allocations that will only be known at the end of the 2013 legislative session).

As of the date of this Addendum, if TJJD makes all payments set forth below, TJJD will not have funds available for any calendar year 2014 work plan and budget until September 2014, and nothing in the budget above commits TJJD to payment of any amounts in calendar year 2014. The parties intend to revise both the calendar year 2013 work plan and budget after conclusion of the 2013 legislative session to reflect appropriations intended for JCMS without the need to invoke Section 15 of the Addendum.

The budget will be funded through three payments from each Participant, based on the anticipated quarterly costs for calendar year 2013. The first payment will cover the first two quarters of calendar year 2013. The second and third payments will cover the costs for the final two quarters of calendar year 2013. The payment schedule and allocation of costs among the Participants is shown in the table below:

Participant Payment Plan	Payment Amount:	Date Due:	Payment Amount:	Date Due:	Payment Amount:	Date Due:	Total
Texas Juvenile Justice Department (TJJD)							
New Development Costs:	\$ 94,662.20		\$ 160,874.40		\$ 302,330.40		\$ 497,366.00
Maintenance/Operations:	\$ 653,936.00		\$ 343,208.00		\$ 300,908.00		\$ 1,299,152.00
Total (TJJD)	\$ 748,598.20	MAR 29, 2013	\$ 444,082.40	SEP 15, 2013	\$ 602,338.40	OCT 11, 2013	\$ 1,796,420.00
Dallas County							
Pre-Paid Capital:	\$ 226,967.40		\$ 75,655.80		\$ 70,327.80		\$ 372,951.00
Maintenance/Operations:	\$ 590,342.40		\$ 308,887.20		\$ 270,007.20		\$ 1,169,236.80
Total (Dallas County)	\$ 817,309.80	FEB 15, 2013	\$ 384,543.00	JUN 30, 2013	\$ 340,335.00	OCT 11, 2013	\$ 1,542,187.80
Tarrant County							
Pre-Paid Capital:	\$ 226,967.40		\$ 75,655.80		\$ 70,327.80		\$ 372,951.00
Maintenance/Operations:	\$ 393,561.00		\$ 205,924.80		\$ 189,604.80		\$ 779,491.20
Total (Tarrant County)	\$ 620,528.40	FEB 15, 2013	\$ 281,580.60	JUN 30, 2013	\$ 250,332.60	OCT 11, 2013	\$ 1,152,442.20
Payment Totals by Category:							
New Development/Pre-Paid Capital:	\$ 547,998.00		\$ 252,196.00		\$ 442,966.00		\$ 1,243,170.00
Maintenance/Operations:	\$ 1,638,840.00		\$ 853,920.00		\$ 750,920.00		\$ 3,243,810.00
Total	\$ 2,187,838.00		\$ 1,106,116.00		\$ 1,193,886.00		\$ 4,487,850.00

Multi-County Juvenile Probation Departments

Both Capital Costs and O&M Costs will be allocated per Participant Local Government in accordance with method/formula for all other Participant Local Governments, 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 effective.



JCMS.BASIC USE AGREEMENT

This JCMS.Basic Use Agreement is entered into by and between the [Texas Juvenile Justice Department OR Texas Conference of Urban Counties] ("TJJD" OR "Urban Counties") and [county or juvenile department] ("County" OR "Department") for the purpose of permitting [County or Department] to use JCMS.Basic in a hosted domain.

1. [TJJD OR Urban Counties] Responsibilities

- 1.1. [TJJD OR Urban Counties] will make JCMS.Basic available to [County or Department] for use in a hosted domain.
- 1.2. [TJJD OR Urban Counties] shall limit access to [County or Department]'s 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.
- 1.3. [TJJD OR Urban Counties] agree that under no circumstances shall [TJJD OR Urban Counties] permit disclosure, access, distribution, copying, review, or examination of [County or Department]'s confidential or proprietary information by any other party not authorized herein.
- 1.4. Confidential, proprietary information provided by [County or Department] shall not be modified or marketed without the written authorization of [County or Department].
- 1.5. All reasonable security precautions, at least as great as the precautions [TJJD OR Urban Counties] takes to protect its own confidential information, but no less than reasonable care, shall be taken by [TJJD OR Urban Counties] to prevent unauthorized use or disclosure of juvenile information.
- 1.6. [TJJD OR Urban Counties] shall cooperate with [County or Department] to regain possession and/or prevent unauthorized use or disclosure of juvenile information maintained in JCMS.Basic.
- 1.7. Either Party may terminate this Agreement upon 60 days written notice, or as permitted in section 3.7. Upon termination of this Agreement, [TJJD or Urban Counties] shall return to [County or Department] its data maintained in JCMS.Basic. The data shall be provided in an industry-standard electronic format. [TJJD or Urban Counties] shall work cooperatively with [County or Department] on the timing of the return of the data. At no time shall [County or Department] be denied access to or use of its data, except as permitted in section 3.7.

2. System Support

- 2.1. Support will be provided in accordance with the TechShare.Juvenile System Support Plan, the current version of which is attached as Attachment A.
- 2.2. The TechShare.Juvenile System Support Plan may be revised without prior notice to [County or Department]. The current version of the TechShare.Juvenile System Support Plan may be found on the TechShare website, www.cuc.org/TechShare/techshare.aspx



3. [County or Department] Responsibilities

- 3.1. [County or Department] acknowledges and agrees that data within JCMS.Basic will be accessible by other individuals and entities accessing JCMS.Basic and TechShare.Juvenile as permitted by Chapter 58, Texas Family Code.
- 3.2. [County or Department] and their representatives acknowledges and agrees that the purpose of access to the juvenile information and data is to perform juvenile justice system related functions.
- 3.3. [County or Department] agrees that JCMS.Basic shall not be used for any personal purposes, including entertainment, personal business or personal gain.
- 3.4. [County or Department] understands 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.
- 3.5. [County or Department] shall not access or distribute any information that is deemed confidential pursuant to Chapter 58, Texas Family Code, or other applicable federal or state statutes or rules, unless disclosure is specifically authorized by law.
- 3.6. [County or Department] shall safeguard access to JCMS.Basic and shall not provide access capabilities to anyone for any reason, unless authorized by law.
- 3.7. [County or Department] understands and acknowledges that violation of any of the preceding requirements may cause the immediate revocation of all access to JCMS.Basic granted to [County or Department] and/or individual users as reasonably necessary in the sole determination of Texas Conference of Urban Counties to prevent further violations. Upon revocation of access to JCMS.Basic for all users of [County or Department], data shall be returned to [County or Department] in accordance with section 1.7.
- 3.8. [County or Department] agrees that use of JCMS.Basic may be monitored or audited by various means, including monitoring or auditing that may occur without a JCMS.Basic user's knowledge or prior notice.
- 3.9. [County or Department] agrees that in the event it receives a request for information or other data belonging to another entity, [County or Department] must promptly notify the requestor that the county receiving the request is not the custodian of the requested information or data. [County or Department] must promptly notify the Texas Conference of Urban Counties of the request by sending notice to techshare@cuc.org.

4. Warranties and Liability

- 4.1. [TJJD OR URBAN COUNTIES] DOES NOT WARRANT THAT JCMS.BASIC WILL MEET ANY SPECIFIC REQUIREMENTS; THE OPERATION OF JCMS.BASIC WILL BE UNINTERRUPTED OR ERROR-FREE; ANY DATA SUPPLIED BY JCMS.BASIC WILL BE ACCURATE; OR THAT JCMS.BASIC WILL WORK WITH ANY 3RD-PARTY OR SUPPLEMENTAL SOFTWARE. FURTHER, [TJJD OR URBAN COUNTIES] DOES NOT WARRANT THE EFFICACY, FUNCTIONALITY, OR OPERATION OF JCMS.BASIC. JCMS.BASIC IS PROVIDED AS-IS, AND [TJJD OR URBAN COUNTIES] EXPRESSLY DISCLAIMS ALL WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
- 4.2. NEITHER PARTY SHALL HAVE LIABILITY WITH RESPECT TO THEIR OBLIGATIONS UNDER THIS AGREEMENT OR OTHERWISE FOR CONSEQUENTIAL, EXEMPLARY, SPECIAL, INDIRECT, INCIDENTAL OR PUNITIVE DAMAGES, EVEN IF THEY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION



APPLIES TO ALL CAUSES OF ACTION OR CLAIMS IN THE AGGREGATE, INCLUDING, BREACH OF CONTRACT, BREACH OF WARRANTY, INDEMNITY, NEGLIGENCE, GROSS NEGLIGENCE, STRICT LIABILITY, MISREPRESENTATIONS, AND OTHER TORTS.

5. Miscellaneous

- 5.1. This Agreement evidences the complete understanding and agreement of the parties related to the subject matter and supersedes and merges all previous proposals of sale, communications, representations, understandings and agreements, whether oral or written, between the parties related to the subject matter. This Agreement may not be modified except by a writing subscribed to by authorized representatives of the parties.
- 5.2. This Agreement and its performance shall be governed by the laws of the State of Texas, without giving effect to the principles of conflict of laws of such state or international treaties.
- 5.3. Any notice provided pursuant to this Agreement, if specified to be in writing, shall be in writing and shall be deemed given if mailed by certified First Class United States mail, postage pre-paid, or by commercial carrier (e.g., FedEx, UPS, etc.) when the carrier maintains receipt or record of delivery, addressed to the address stated below, or to the last address specified in writing by the intended recipient.
- 5.4. The waiver or failure of either party to exercise any right in any respect provided for in this Agreement shall not be deemed a waiver of any further right under the Agreement.
- 5.5. If for any reason a court of competent jurisdiction finds all or part of any provision of this Agreement to be unenforceable, that provision shall be enforced to the maximum extent permissible to affect the intent of the parties, and the remainder of this Agreement shall continue in full force and effect.
- 5.6. Unless otherwise specified herein, the rights and remedies of both parties set forth in this Agreement are not exclusive and are in addition to any other rights and remedies available to it at law or in equity.
- 5.7. The Parties agree that this Agreement is for the benefit of the parties and is not intended to confer any rights or benefits on any third party, and that there are no third party beneficiaries as to this Agreement or any part or specific provision of this Agreement.

[TJJD OR URBAN COUNTIES]

[COUNTY OR DEPARTMENT]

Signature _____

Signature _____

Printed Name and Title _____

Printed Name and Title _____

Date _____

Date _____



TechShare.Juvenile and JCMS.Basic Resource Sharing Addendum
Attachment D - JCMS.Basic Use Agreement
20130321
Page 54 of 62

MUTUAL NON-DISCLOSURE AGREEMENT FOR TECHSHARE.JUVENILE AND JCMS.BASIC

This Agreement, which is effective as of _____, 20____ (the "Effective Date"), is made and entered into by and between _____ County ("County"), whose address is: ADDRESS (MAILING ADDRESS), the Texas Juvenile Justice Department ("Department") whose address is: ADDRESS (MAILING ADDRESS), and the Texas Conference of Urban Counties, Inc. ("Urban Counties"), whose address is 500 W. 13th St., Austin, Texas 78701. The Urban Counties, Department and County are individually each a "Party" and collectively, the "Parties". Except as otherwise indicated herein, a reference to a Party includes any political subdivision or department operated by or under the authority of the Party and all affiliates of the Party including any person, partnership, joint venture, corporate, subsidiary or other form of enterprise, domestic or foreign, that is directly, indirectly, or under common control of or controlled by the Party.

1. Background. Urban Counties, through its TechShare program, and the Department have developed TechShare.Juvenile and the Juvenile Case Management System Basic (both of which are hereinafter collectively referred to as "JCMS") in conjunction with other partner agencies. County desires to have access to information regarding JCMS in order to evaluate JCMS for possible implementation within County. In the course of such evaluation, Urban Counties and the Department will disclose or deliver to County and to County's directors, officers, employees, members, agents or advisors (collectively, "Representatives") certain confidential or proprietary information for the purpose of enabling County to evaluate the architecture, compatibility and functionality of JCMS. At the same time, County will disclose to Urban Counties and/or the Department and their respective Representatives proprietary information pertaining to the County's information technology infrastructure. The confidential information released pursuant to this agreement shall be used solely for the purpose of evaluating, implementing, and operating JCMS in support of the County's Juvenile Probation Department as a replacement system for the County's legacy Caseworker/5 installation (the "Purpose"). The Parties have entered into this Agreement to assure the confidentiality of each Party's confidential and proprietary information under the terms of this Agreement.
2. Confidential Information. As used in this Agreement, the term "Confidential Information" means all information and specifications, designs, application, operating system, database, communication and other computer software developed for use on any operating system, all modifications, enhancements and versions and all options available with respect thereto, and all products developed or derived therefrom, source and object codes, flowcharts, algorithms, coding sheets, routines, sub-routines, compilers, assemblers, design concepts and related documentation and manuals, discoveries, concepts and ideas including, without limitation, the nature and results of research and development activities, processes, formulas, inventions, computer-related equipment or technology, techniques, "know-how", designs, drawings and specifications, all of the above which relate to JCMS in the case of Confidential Information belonging to Urban Counties or the Department. The County's confidential information includes, but is not limited to, data mapping from the County's Caseworker installation and the County's network configuration and related security specifications, and also includes, without limitation, information in tangible or intangible form relating to the coding or mapping of data from the County's legacy juvenile case management system, configuration specifications related to its network or computer systems on which the County's information services are performed and/or configuration specifications related to its implementation of JCMS. "Confidential Information" includes information in any form, whether written, electronic, or verbal. In addition, the term "Confidential Information" shall include any notes, analyses, compilations, studies, interpretations, memoranda or other documents prepared by a Party or its Representatives that contain, reflect or are based upon, in whole or in part, any Confidential Information furnished to



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the Party (the "Recipient Party") or its Representatives by another Party (the "Disclosing Party") under this Agreement.

3. Use and Disclosure of Confidential Information. Each Recipient Party and its respective Representatives shall use the Confidential Information only for the Purpose and the Confidential Information shall not be used for any other purpose without the prior written consent of the Disclosing Party. Each Recipient Party and its respective Representatives shall hold in confidence, and shall not disclose any Confidential Information; provided, however, that: (i) a Recipient Party may disclose information as authorized by the Disclosing Party in advance in writing; and (ii) any of the Confidential Information may be disclosed by a Recipient Party to its Representatives who need to know the information in connection with the Purpose if they are informed of the confidential nature of the information and of the terms of this Agreement. In any event, a Recipient Party shall be responsible for any breach of this Agreement by any of its Representatives, and agrees, at its sole expense, to take reasonable measures to restrain its Representatives from prohibited or unauthorized disclosure or use of the Confidential Information. Notwithstanding anything contained in this Agreement to the contrary, this Agreement does not prohibit a Recipient Party from disclosing Confidential Information of a Disclosing Party to the extent required in order for the Recipient Party to comply with applicable laws, regulations and/or judicial process, provided that the Recipient Party provides prior written notice (if legally permitted) of the required disclosure to the Disclosing Party and takes reasonable and lawful actions to avoid and minimize the extent of the disclosure.
4. Limitation on Obligations. The obligations of each Recipient Party specified in Section 3 above do not apply, and a Recipient Party has no further obligations, with respect to any Confidential Information to the extent that the Confidential Information:
 - a. is part of the public domain at the time of disclosure or becomes part of the public domain without the Recipient Party or its Representatives violating this Agreement;
 - b. becomes known to a Recipient Party through disclosure by sources other than the Disclosing Party without the sources violating any confidentiality obligations to the Disclosing Party; or
 - c. is independently developed by a Recipient Party without reference to or reliance upon the Disclosing Party's Confidential Information.
5. Return of Confidential Information. A Recipient Party shall, upon the written request of a Disclosing Party, return to the Disclosing Party all Confidential Information received from the Disclosing Party (and all copies and reproductions). In addition, a Recipient Party shall destroy: (i) any notes, reports or other documents prepared by the Recipient Party which contain Confidential Information; and (ii) any Confidential Information (and all copies and reproductions thereof) which is in electronic form or cannot otherwise be returned to the Disclosing Party. Alternatively, upon written request of a Disclosing Party, a Recipient Party shall destroy all Confidential Information received from the Disclosing Party (and all copies and reproduction thereof) and any notes, reports or other documents prepared by the Recipient Party which contain Confidential Information. Notwithstanding the return or destruction of the Confidential Information, a Recipient Party and its Representatives will continue to be bound by their obligations of confidentiality and other obligations hereunder. Notwithstanding the foregoing obligations, a Recipient Party may retain and not destroy any Confidential Information if it is required to retain pursuant to applicable law.
6. Confidentiality of Juvenile Information and Data. Each Party acknowledges and agrees that JCMS contains confidential aggregate and identifiable juvenile offender data deemed confidential under Chapters 58 and 261 of the Texas Family Code and other applicable state, federal and administrative laws. Access to juvenile records, files or data is restricted to individuals or entities specifically authorized by law or pursuant to an order of the court. The



statutory provisions governing the disclosure, dissemination and exchange of juvenile justice information are set forth in Chapter 58 of the Family Code and other applicable provisions. For purposes of this Agreement, each Party agrees that access to JCMS juvenile justice information and data shall be limited to criminal and/or juvenile justice purposes or for any other approved purposes set forth in this Agreement, statute or other applicable law. No exceptions to disclosure under the Public Information Act are waived by the exchange, disclosure or dissemination of confidential juvenile justice information under this Agreement.

7. Multiple Counterparts. For the convenience of the parties, this Agreement may be executed by facsimile and in counterparts, each of which shall be deemed to be an original, and all of which taken together, shall constitute one agreement binding on all Parties.

EXECUTED as of the day and year first set forth above.

TEXAS CONFERENCE OF URBAN COUNTIES

By: _____

Title: _____

TEXAS JUVENILE JUSTICE DEPARTMENT

By: _____

Title: _____

<COUNTY NAME> COUNTY

By: _____

Title: _____



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JCMS Implementation Plan for Basic County						
ID	Task Name	% Done	# Days	Start	Finish	Resource Names
1	JCMS.Basic Implementation Plan for JCMS.Basic County	0%				
2	Preparation for Go Live Planning	0%				
3	Create Baseline Project Plan for JCMS.Basic County	0%	1 day			KA (TJJD)
4	Kick-Off Meeting with JCMS.Basic County to discuss and review base plan for implementation	0%				JS (TJJD),KA (TJJD)
5	Receive CW Data Backup	0%	1 day			LM (TJJD),KA (TJJD)
6	Initial Review of CW Data	0%	2 days			LM (TJJD)
7	Modules Discussion	0%	1 day			LM (TJJD)
8	Review Desktop Standards	0%	1 day			JS (TJJD),KA (TJJD)
9	Caseworker Data Cleanup	0%	6 days			LM (TJJD),BRS (TJJD)
10	Confirm Desktop Readiness	0%	1 day			ITD (County),JPD (County),KA (TJJD)
11	Non-Disclosure Agreement Reviewed & Signed	0%	2 days			JPD (County),KA (TJJD)
12	Establish Access to JCMS Environments	0%				
13	VPN	0%				
14	Connectivity Analysis	0%	2 days			DE (UC),JH (UC),TG (TJJD)
15	Schedule Conference call and Establish VPN for Staging Environment	0%	0.25 days			DE (UC),TG (TJJD)
16	Schedule Conference call and Establish VPN for Production Environment	0%	0.25 days			DE (UC),TG (TJJD)
17	Create VPN Connectivity for additional sites (if needed)	0%	1 day			DE (UC),TG (TJJD)
18	Website	0%				
19	Create JCMS.Basic County data validation site (https://Basicdata.jcms-tx.org)	0%	0.25 days			JH (UC)
20	Confirm access to JCMS.Basic County data validation site	0%	0.25 days			TG (TJJD),JH (UC)
21	Test Access from Browsers in all locations to Production Environment	0%	1 day			ITD (County),JPD (County)
22	Data Mapping and Conversion	0%				
23	Business	0%				
24	Prepare for Data Conversion	0%				
25	Confirm Modules in use by JCMS.Basic County which will convert to JCMS	0%				AZ (TJJD),JPD (County)
26	Provide County Configurable Worksheet	0%	0.25 days			KA (TJJD)
27	Provide Prosecutor Worksheet	0%	0.25 days			KA (TJJD)
28	Provide Disposition Worksheet	0%	0.25 days			KA (TJJD)
29	Provide UDF Worksheet	0%	0.25 days			KA (TJJD)
30	Provide User Roles Worksheet	0%	0.25 days			KA (TJJD)
31	Return County Configurable Worksheet	0%	5 days			JPD (County)

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JCMS Implementation Plan for Basic County						
ID	Task Name	% Done	# Days	Start	Finish	Resource Names
32	Return Prosecutor Worksheet	0%	5 days			JPD (County)
33	Return Disposition Worksheet	0%	5 days			JPD (County)
34	Return UDF Worksheet	0%	5 days			JPD (County)
35	Create Data Mapping Document for JCMS.Basic County based on confirmed modules	0%	2 days			BIS (TJJD),BRS (TJJD),KA (TJJD)
36	Run deploy mapping scripts	0%	1 day			BIS (TJJD),BRS (TJJD)
37	Complete Cross Walk Mapping for System/County Configurable Values	0%	2 days			JPD (County),AZ (TJJD)
38	Establish Roles for User Accounts (active & inactive)	0%	3 days			AZ (TJJD),JPD (County),KA (TJJD)
39	Identify and Mitigate Gaps in functionality based on data mapping	0%				
40	Document gaps in functionality identified	0%	4 days			AZ (TJJD),LM (TJJD)
41	Conduct Review Meeting with Urban Counties to discuss gaps in functionality and determine impact to go live	0%	1 day			AZ (TJJD),BRS (TJJD),JA (UC),JH (UC),RL (UC)
42	Technical	0%				
43	Connectivity	0%				
44	Copy CWS Database to JCMS Mapping Environment	0%	1 day			BRS (TJJD),JA (UC)
45	Create and Copy initial JCMS Crosswalk Database	0%	1 day			BRS (TJJD),JA (UC)
46	Create and Copy initial JCMS Development Database	0%	1 day			BRS (TJJD),JA (UC)
47	Data Conversion	0%				
48	Create County Configurable Worksheet	0%	0.25 days			BIS (TJJD),BRS (TJJD),KA (TJJD)
49	Create Prosecutor Worksheet	0%	0.25 days			BIS (TJJD),BRS (TJJD),KA (TJJD)
50	Create Dispositions Worksheet	0%	0.25 days			BIS (TJJD),BRS (TJJD),KA (TJJD)
51	Create UDF Worksheet	0%	0.25 days			BIS (TJJD),BRS (TJJD),KA (TJJD)
52	Create User Roles Worksheet	0%	0.25 days			BIS (TJJD),BRS (TJJD),KA (TJJD)
53	Modify Conversion Scripts	0%	3 days			BIS (TJJD),BRS (TJJD)
54	Initial data conversion for TJJD and Urban Counties Review	0%	0.5 days			BIS (TJJD),BRS (TJJD)
55	TJJD to Run Automated Data Validation Tool	0%	1 day			AZ (TJJD),TG (TJJD)
56	Initial Data Validation CW Clean Up	0%	5 days			AZ (TJJD),JPD (County),TG (TJJD)
57	TJJD to Review Initial Data Conversion	0%	1 day			AZ (TJJD),TG (TJJD)
58	Conduct working session with CUC to Review Initial Data Conversion	0%	1 day			AZ (TJJD),JA (UC),TG (TJJD)
59	Resolve data conversion issues identified during review	0%	1 day			BIS (TJJD),BRS (TJJD),JA (UC)
60	1st conversion of data for JCMS.Basic County	0%	2 hrs			BIS (TJJD),BRS (TJJD)
61	Review 1st Data Conversion with JCMS.Basic County and Report defects	0%	5 days			AZ (TJJD),JPD (County),TG (TJJD)
62	Resolve data conversion issues identified during review	0%	4 days			BIS (TJJD),BRS (TJJD),JA (UC)

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JCMS Implementation Plan for Basic County						
ID	Task Name	% Done	# Days	Start	Finish	Resource Names
63	2nd conversion of data for JCMS.Basic County	0%	2 hrs			BIS (TJJD),BRS (TJJD)
64	Review 2nd Data Conversion with JCMS.Basic County and Report defects	0%	3 days			AZ (TJJD),JPD (County),TG (TJJD)
65	Resolve data conversion issues identified during review	0%	3 days			BIS (TJJD),BRS (TJJD),JA (UC)
66	3rd conversion of data for JCMS.Basic County (If Required)	0%	2 hrs			BIS (TJJD),BRS (TJJD)
67	Review 3rd Data Conversion with JCMS.Basic County and Report defects	0%	1 day			AZ (TJJD),JPD (County),TG (TJJD)
68	Resolve any remaining defects	0%	1.5 days			BIS (TJJD),BRS (TJJD),JA (UC)
69	Sign Off for Data Conversion	0%	0.25 days			JPD (County),AZ (TJJD),KA (TJJD)
70	Prepare for JCMS.Basic County Go Live	0%				
71	Weekly Status Conference Call	0%				
72	Report on Status of assignments and if they impact future tasks	0%	1 hr			KA (TJJD),JPD (County),RL (UC)
73	Report on Status of assignments and if they impact future tasks	0%	1 hr			KA (TJJD),JPD (County),RL (UC)
74	Report on Status of assignments and if they impact future tasks	0%	1 hr			KA (TJJD),JPD (County),RL (UC)
75	Report on Status of assignments and if they impact future tasks	0%	1 hr			KA (TJJD),JPD (County),RL (UC)
76	Report on Status of assignments and if they impact future tasks	0%	1 hr			KA (TJJD),JPD (County),RL (UC)
77	Report on Status of assignments and if they impact future tasks	0%	1 hr			KA (TJJD),JPD (County),RL (UC)
78	Operations	0%				
79	Review Expectations of Internal Help Desk Methodology/Workflow	0%	1 day			AZ (TJJD),JPD (County),TG (TJJD)
80	Document County Helpdesk Procedures; Provide Copy to Urban Counties	0%	1 day			AZ (TJJD),TG (TJJD),JPD (County)
81	Provide Release Notes	0%	1 day			AZ (TJJD),TG (TJJD)
82	Provide User Guides	0%	1 day			AZ (TJJD),TG (TJJD)
83	Training/Live Pilot	0%				
84	Conduct User Training (Train the Trainer)	0%	2 days			JPD (County),AZ (TJJD),TG (TJJD)
85	Validate User Access and Roles	0%	2 days			JPD (County)
86	County to Conduct Staff Training	0%	7 days			JPD (County)
87	First Go/No Go Decision	0%				
88	Confirm Go/No Go Decision in advance of beginning Smoke Test Window	0%	0.25 days			JPD (County),KA (TJJD)
89	Smoke Test	0%				
90	Two (2) week smoke test emulating real world daily operations	0%	10 days			AZ (TJJD),JPD (County)
91	Identify, Document and Resolve any final data conversion issues	0%	10 days			AZ (TJJD),BRS (TJJD),JA (UC),JPD (County)
92	Second Go/No Go Decision	0%				
93	Confirm Go/No Go Decision following Smoke Test Window	0%	0.25 days			JPD (County),KA (TJJD)
94	Go Live in JCMS.Basic County	0%				

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JCMS Implementation Plan for Basic County						
ID	Task Name	% Done	# Days	Start	Finish	Resource Names
95	Publish Final Go Live Timeline and Roll Back Plan	0%	1 day			JPD (County),KA (TJJD),RL (UC)
96	Execute CUC Go Live Plan	0%	1 day			AZ (TJJD),BIS (TJJD),BRS (TJJD),C
97	Provide remote TJJD go live support	0%	1 day			AZ (TJJD),BRS (TJJD),KA (TJJD)
98	Provide remote CUC go live support	0%	1 day			JA (UC),JH (UC),JM (UC),RL (UC)
99	Confirm Go Live Success	0%	1 day			RL (UC),JPD (County)
100	Turnback Review Window	0%				
101	Confirm Go Forward or Turnback Decision	0%	5 days			JPD (County)
102	Sign Off on Successful JCMS Implementation	0%	2 hrs			JPD (County)
103	Technical	0%				
104	Remove data validation site for JCMS.Basic County	0%	1 day			JH (UC)
105	Include JCMS.Basic County data in Model Office and Acceptance environments for testing in advance of production deployment	0%	1 day			JA (UC)
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JCMS.Basic and TechShare.Juvenile Version 1.9.x Scoping Document

Version 1.9.1	
1	JCMS Change Request-Ad-Hoc Reporting-1.9.2288
2	JCMS Change Request-Case Mgmt-1.9.2739
3	JCMS Change Request-Fees-1.9.2349
4	JCMS Change Request-Institutions-1.9.2016
5	JCMS Change Request-Institutions-1.9.2709
6	JCMS Change Request-Juvenile-1.9.2084
7	JCMS Change Request-Juvenile-1.9.3020
8	JCMS Change Request-Offense & Arrest-1.9.2183
9	JCMS Change Request-Programs-1.9.3063
10	JCMS Change Request-Prosecutor-1.9.2529-A
11	JCMS Change Request-Prosecutor-1.9.2529-B
12	JCMS Change Request-Prosecutor-1.9.2812
13	JCMS Change Request-Referral-1.9.3011
14	JCMS Change Request-Reports-1.9.2212
15	JCMS Change Request-Reports-1.9.2993
16	JCMS Change Request-Reports-1.9.3081
17	JCMS Change Request-Search-1.9.2539
18	JCMS Change Request-Security-1.9.2653
19	JCMS Change Request-System Admin-1.9.2529
20	JCMS Change Request-System Admin-1.9.2962
21	JCMS Change Request-System Admin-1.9.3450
22	JCMS Change Request-System GUI-1.9.2615
23	JCMS Change Request-System GUI-1.9.3114

Version 1.9.2	
1	JCMS Change Request-Case Mgmt-1.9.2299
2	JCMS Change Request-Case Mgmt-1.9.2781
3	JCMS Change Request-Caseload-1.9.2066
4	JCMS Change Request-Court-1.9.2916
5	JCMS Change Request-Juvenile-1.9.2657
6	JCMS Change Request-Offense & Arrest-1.9.2626
7	JCMS Change Request-Queues-1.9.2917
8	JCMS Change Request-Reports-1.9.2352
9	JCMS Change Request-Reports-1.9.2927
10	JCMS Change Request-Supervision-1.9.2983
11	JCMS Change Request-System Admin-1.9.2324
12	JCMS Change Request-Victim Services-1.9.2780



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Ineffective 1	Poor 2	Good Solid Performance 3	Very Good 4	Outstanding 5
THE JOB		KEY JOB RESPONSIBILITIES		
Position Name Juvenile Probation Officer		Key Job Responsibilities		
<i>Notes to department management:</i> <i>Start with the Dallas County job description, then customize for the specific job if necessary.</i> <i>Do not use "NAs" in Rating column. The Key Responsibilities must match the employee's specific job and each one must be rated</i>		▪ Assess the needs of all youth referred to the Department		
		▪ Demonstrate effective case management by adhering to established Policies, Procedures, processes and TJJD requirements (including MAYSI, RANA, and Case Plans)		
		▪ Communicate effectively with the public, parents, youth, attorney's, school officials, Court staff and management		
		▪ Accurately input, maintain, update records (Court documents, JCMS, JIS, chronological entries and mileage)		
		▪ Attend required training and maintain certification		
		▪ Make appropriate referrals for identified services and programs		
		▪ Make effective and appropriate decisions by considering all relevant information		
		▪ Effectively staff cases with management (supervisory level/CPRC)		
		▪ Effectively supervise youth participating in Pre and Post Adjudication programs (including PAIS, ICT, ICJ)		
		▪ Effectively manage time by prioritizing responsibilities and by completing all assigned tasks		
COMPOSITE RATING FOR THIS JOB				

SUPPORTING COMMENTS

Help Desk Support

Overview

The following describes the processing path for issues and defects including decision points for escalation and defect management to be utilized and integrated into the TechShare Help Desk. Specific warranty service level details (i.e., respond resolve timelines) required for support staff availability and levels of service related to TechShare.Juvenile and JCMS.Basic consistent with the Service Levels documented in *Appendix A*.

Definitions

Term	Definition
End Users	County and external agency personnel who utilize the systems in completing their daily work activity
TechShare Help Desk	Conference of Urban Counties (Urban Counties) staff who: ▶ Monitor/track/resolve and/or properly route/close Problem Tickets and emergency End User calls regarding properly escalated TechShare.Juvenile and JCMS.Basic issues ▶ Facilitate defect resolution
Problem Ticket	An issue logged into the issue management system and saved in order to acquire an assigned ticker number
Issues	User experiences which have an adverse impact if not resolved, or are of concern to the user, and require escalation in a Problem Ticket to the TechShare Help Desk include: ▶ Application Defects – Problems encountered with Application features functioning as designed and/or as identified in the technical requirements ▶ Business Need – recommendations for improvement to the application that may require additional development ▶ Performance Problem – problem related to system connectivity or speed ▶ Training Material Issue – Problems encountered with User Guide and/or recommendations for improvement of those materials ▶ Database Issue – Problems with system tables ▶ Enumeration Issues – Problems with hard coded system values
Severity Level 1 Issue	Critical issues: defined in Appendix A as a problem or outage that directly impedes client's ability to carry out essential business functions, highest priority issues, have precedence over Level 2 and Level 3 Issues



Severity Level 2 Issue	Urgent Issues: defined in Appendix A as problems that hamper the client's use of a function, but does not prevent carrying out essential business functions, high priority issue, secondary to Level 1 issues but have precedence over Level 3 Issues
Severity Level 3 Issues	Normal Issues: defined in Appendix A as problems that, if corrected, would improve the use or functionality of the system, low priority
HIMS	Help Desk Issue Management System – software application initially used by support staff (<i>at the time of help desk implementation</i>) for Problem Tracking to document and track issues
SLA	Service Level Agreement: service expectations agreement between the party being served (customer, i.e. users) and the serving party
Tiers of Support	Distinctive units and/or individuals that provide support along the Problem Ticket escalation path, by addressing particular ticket types, using the Problem Ticket to document/track status of the issue to resolution and/or closing of the ticket
Problem Ticket Escalation	Movement of a Problem Ticket from one tier of support to a higher tier

Problem Ticket Management

The default status of all problem tickets when saved by an individual opening a ticket is "Submitted." Definitions for all status labels to be used are included in ***Appendix B***.

Basic Status Definitions

Submitted	Status of a new Problem Ticket until reviewed by the Help Desk
In Progress	Issue submitted, assigned to Product Owner, Urban Counties Staff, or other entities and currently under evaluation or correction.
Closed	Issue submitted and closed. Example items include database changes for county configurable values, and updates to user tables.
Closed to Backlog	Feature change or a usability issue.
Closed – Training Issue	Issue submitted by a user in which the problem was resolved by providing additional instruction on the functionality of the system.



Support Structure

Expectations for support staff include the designation of "Tiers of Support." The use of tiers will ensure that each problem ticket is viewed quickly by county or local agency support staff, then resolved or properly routed to the TechShare Help Desk. Documentation must be made available to the TechShare Help Desk when planning county implementation, which detail the specific county and associated agency internal escalation procedures for Tier 1 and Tier 2. This documentation should include identification of primary and secondary contacts, and escalation activities within the participating county (and their local agencies) in order to effectively manage expectations across all tiers of support.

Tier 1 and Tier 2 – County and Local Agency Support staff that assess, document, resolve and close problem tickets within their county or agency as defined in internal procedures (consultation with TJPC in some instances may be required) and/or escalate tickets to Tier 3. Designees of Tier 2 will call and/or detail the issue in a HIMS Ticket. HIMS instructions are defined in **Attachment B**. They will also escalate any issues clarified as TechShare Help Desk responsibilities when defining SLAs (i.e., defects, performance problems, service requests, etc.) by properly documenting the issue in a Problem Ticket, properly categorizing the issue and assigning it to Tier 3. For TechShare.Juvenile, each participating organization will assign a local Product Owner who is responsible for performing these duties. For JCMS.Basic, the Texas Juvenile Justice Department (TJJD) will assign a Product Owner who is responsible for performing these duties.

Tier 3 – TechShare Help Desk staff comprised of Urban Counties staff that will support Tier 2 staff as information resources and receive escalated Tier 3 tickets (i.e., Defects, Performance Problems, Service Requests, Activity and Business Needs Issues). Rules for communication between Tier 2 and Tier 3 depend on the issue's severity level. The following table contains instruction for how Tier 2 communicates with Tier 3.

	Issue Severity Level	Communicate Issue to Tier 3 by:
Tier 2	1	• Call TechShare Emergency Line • Open HIMS Ticket
	2	• Open HIMS Ticket
	3	• Open HIMS Ticket

Help Desk Services

Participating organizations will designate key Tier 1 and Tier 2 staff that will perform the first review and assessment of issues. Issues will be documented as a problem ticket only if it is a Tier 3 issue. If/when issues are escalated to Tier 3, the problem ticket will be assessed by TechShare Help Desk staff to verify understanding of the issue and validate that it is properly documented and categorized. Improperly documented or unclear problem tickets will be returned to the sender for correction/clarification. The goal of Tier 3 in handling problem ticket will be to resolve/close the issue or escalate it by assigning it to the authority who can ultimately resolve/close the ticket.



FOCUS	SERVICE	ROLE	RESPONSIBILITIES
Problem Tickets	Problem Management	Tier 1 <i>County, Local Agency, or TJJD</i>	▶ Phone support for End Users ▶ Report Issues 24/7 (based on local procedures) to Tier 2 staff who document issues into the problem tracking system
		Tier 2 <i>County, Local Agency, or TJJD</i>	▶ Document issues in problem tracking system, resolve and monitor issues for status updates, close Tickets covering resolved issues 24/7 (based on local procedures): ▪ Communicate with End Users ▪ Assess Business Needs recommendations and Resolve issues that require Business Rule clarification ▪ Resolve issues that relate to county configurable tools ▪ Resolve user access and permissions issues ▪ Update county configurable TechShare.Juvenile or JCMS.Basic values ▶ Escalate tickets to Tier 3 ▶ Call Tier 3 regarding Critical Issues
		Tier 3 <i>Tech Share Help Desk</i>	▶ 24/7 Emergency Phone Support ▪ Maintain around the clock availability ▪ Address all issues in accord with Service Level Requirements ▪ Institute and Maintain an On Call/After Hours Support Methodology (Appendix C) consistent with Appendix A ▶ Process Incoming Problem Issue Tickets during regular business hours: ▪ Validate issue as a Tier 3 issue and route properly for resolution ▪ Address performance issues ▪ Address Database issues ▪ Update system tables ▪ Resolve issues that relate to configuration ▪ Feature issues - move to Backlog

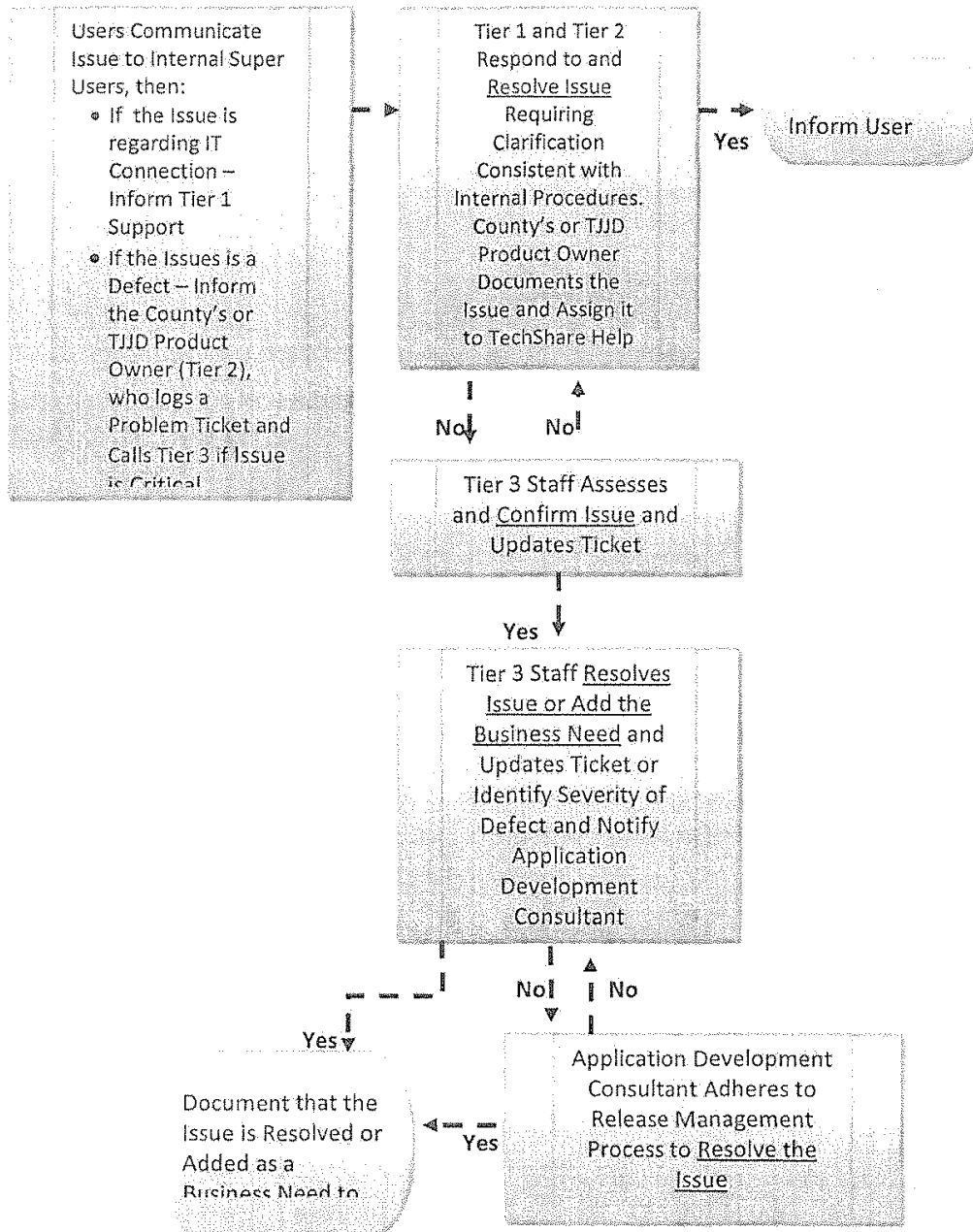


			▶ Use a dedicated phone line to receive calls from and contact county Tier 2 staff. ▶ Facilitate successful completion of scheduled Network Events and facilitate reversal of system outages ▶ Facilitate Problem Management Meetings Escalate Feature-Bugs HIMS Tickets (<i>Defect Management Process defined in project Statement of Work Warranties</i>)
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Help Desk Workflow

(the primary action for the individual steps in this process are underlined)



Production Operations

Overview

Information in this section is intended to define the operational responsibilities to be fulfilled by TechShare Help Desk management for purpose of supporting the systems during production operations. Identification of a Systems Support Manager responsible for designing and documenting the methodologies to be used and to manage these responsibilities is required. TechShare Help Desk staff will perform and/or assist other CUC staff in performance of these duties.

Production Operations Services

FOCUS	SERVICE	ROLE	RESPONSIBILITIES
Production Operations	Systems Support	TechShare Help Desk Manager or Agent	➤ Monitor and Enforce SLAs: ▪ Define/Monitor the Support SLAs with Counties ▪ Monitor Vendor SLA status for development as well as Network and Server Services ▪ Enforce SLA obligations ➤ Coordinate New Agency On-boarding Activities ▪ Establish County/TechShare/Juvenile or JCMS/Basic Environments Connectivity ▪ Data Conversion ▪ Data Validation ▪ Pilot ➤ Coordinate Planned Network Events/Outages and communicate to County Contacts
	Security Management	TechShare Software Dev Manager	➤ Provide Security Management Plan ➤ Manage Master Data Tables ➤ Disaster Recovery ▪ Document Disaster Recovery Procedures ▪ Facilitate testing of transitions
Reporting	Performance Reports	TechShare Help Desk Manager or Agent	Help Desk Reports including: ➤ Open Issue Status (Number and Category of tickets opened, trends and outstanding issues) ➤ SLA Status (Respond/Resolve statistics) ➤ Network Availability (Network connectivity stats) ➤ Website Stats
			Help Desk Evaluation (results or periodic surveys)
			Vendor Evaluation and Performance Monitoring Reports: status for 3rd Tier Support (did they pass/fail SLA)



Release Management

Overview

This section provides expectations for managing Application releases, by identifying the approach as well as the associated roles and responsibilities. Procedures for Application Release Management include deployment of code generated to resolve defects as well as for deployment of code developed as a result of the Feature Definition, Design and Approval Process.

Release Management Approach

The approach for establishing the Release Management approach for organized, scheduled distribution of code to the user community, is to define the Release Management services, roles and responsibilities. The following table includes release management considerations for releasing code to correct defects and deploy Features.

Release Management Services

FOCUS	SERVICE	ROLE	RESPONSIBILITIES
Defect Management	Systems Support	Tier 2, Tier 3 & CUC Staff	▶ Analyze Issue ▶ Open Problem Ticket defining Defect ▶ Update Problem Ticket Status ▶ Assign Issue to Developer and Test code update
Feature & Defect Testing	Testing QA & Oversight	TechShare Help Desk/QA Manager or Agent	Acceptance Testing responsibilities include: ▶ Document and Formalizing Acceptance Testing methodology (current methodology is defined by the Pre Production Defect Management Process) ▶ Design Actual Test Scenarios for Feature Acceptance Testing, as well as for defect fixes when applicable ▶ Ensure that all requirements noted as "Actual Test Scenarios" noted within the Features are tested and function as designed prior to delivery to the county for testing ▶ Ensure that all Issues/Exceptions found during testing are documented and resolved before code deployment ▶ Coordinate acquisition of County Certification upon completion of test ▶ Oversight manage the migration of Acceptance Test functionality into Release Test Scripts

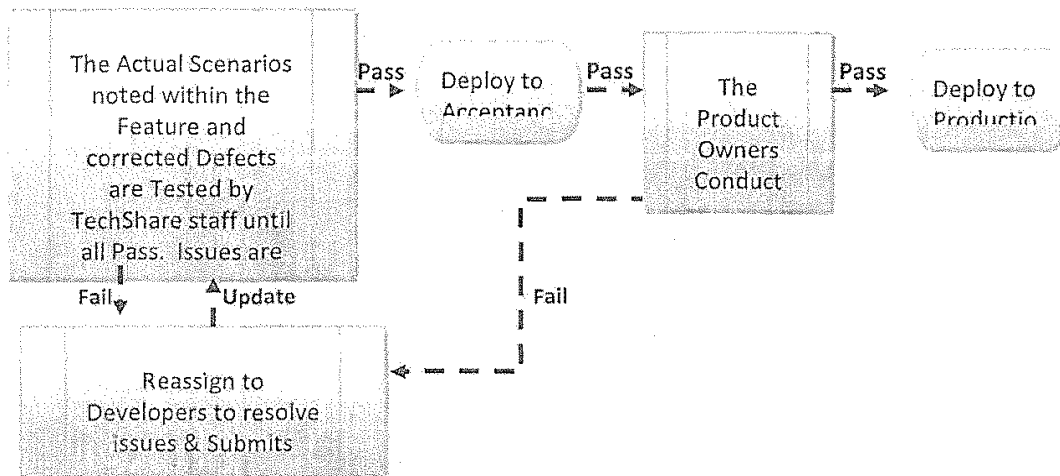


	Acceptance Testing	Tier 3 & County /Local Agency Staff	▶ Test functionality of system updates as defined in Features and/or other release documentation ▶ Test functionality of system updates to fix defects ▶ Document Test Issues/Exceptions in Problem Tickets and route appropriately
	Performance Testing	TechShare Help Desk Staff	▶ SLA Performance Testing
Application Deployment	Deploy New Code	TechShare Development Center Manager or Agent	▶ Verify that the version of the Application is correct ▶ Deploy code to the all environments ▶ Apply Configuration changes to all environments

Acceptance Testing

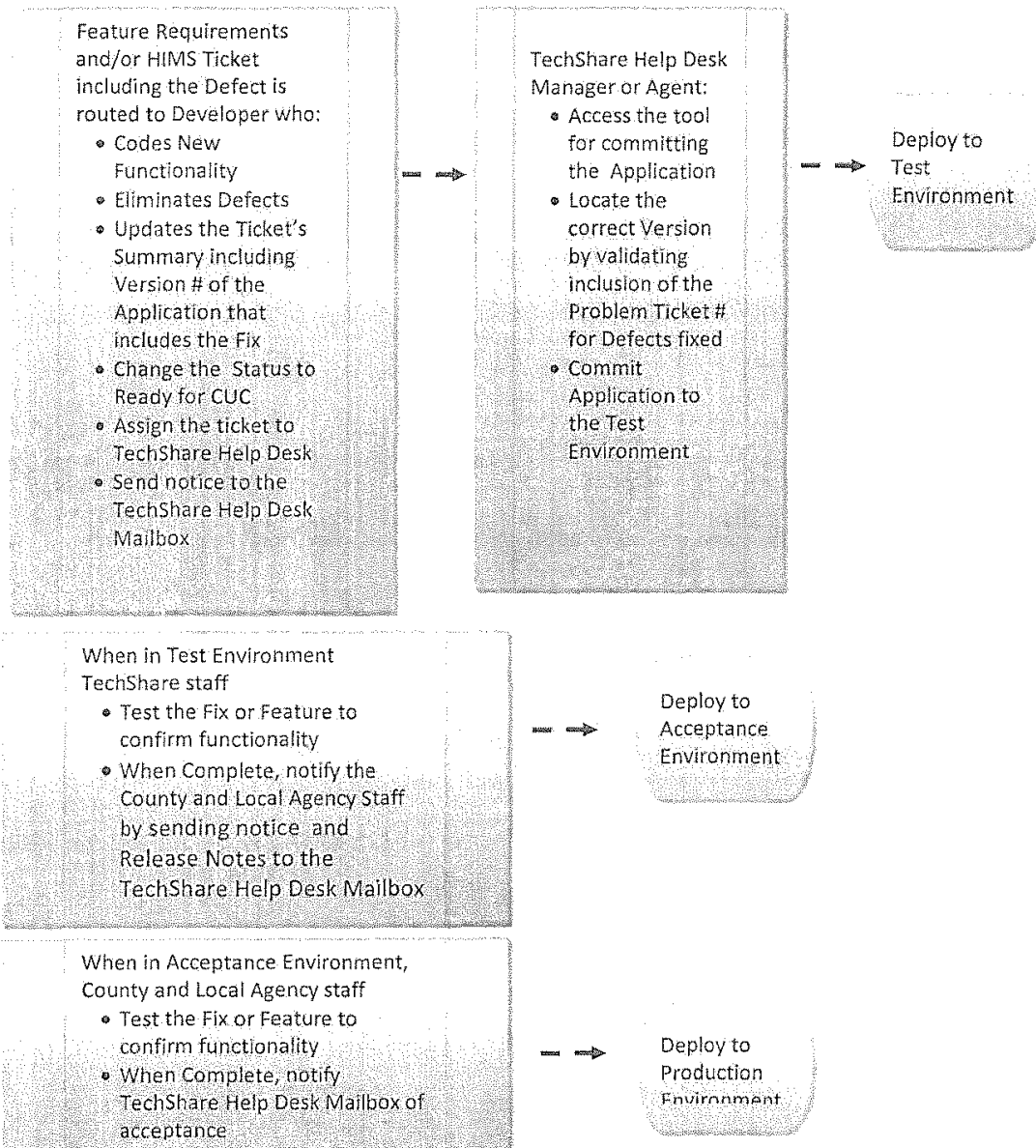
- The purpose of Acceptance Testing is to verify that the application works in an integrated manner and to validate that the requirements have been implemented into the software according the design specifications, before submitting the application for testing in the county(s). This phase of testing serves as the bridge between development and implementation, and it confirms that the system performs as designed and fulfills functional requirements.

Acceptance Testing Process



Application Deployment

Deployment of updated code will take place when developer correction of defect or Feature function is complete. A HIMS ticket will be generated to describe any defect including those noted during Feature testing. The process for handling these tickets is represented in the workflow above. The following diagram depicts the movement of new features and fixes from development to production, if/when no issues exist that require developer intervention.



QA Usability Testing

The ongoing practice of developing and coordinating iterations of Usability Testing will continue as a function managed by the QA Test Manager. The responsibilities include:

- Coordinate meetings required for designing scenarios for Usability Testing
- Coordinate development of test tools and manage test schedule
- Facilitate test sessions and training of assisting resources
- Compile test data and report test results



Core User Guide Management

A baseline copy of User Guide will be managed by the TechShare Help Desk. TechShare.Juvenile and JCMS.Basic User Guides, and a Training Guide were generated for pilot testing or are currently in production. The documents will be updated prior to implementation of the new version of the systems. Responsibilities for maintaining the User Guide include:

- ▶ Design and document a methodology for managing the baseline User Guide
- ▶ Tracking system updates and documenting the changes within the User Guide and/or communiqués to the user community
- ▶ Manage the repository for training material



Appendix A – Service Levels

The following table includes details of the contractually required service availability and levels of service to be provided, related to TechShare.Juvenile and JCMS.Basic.

Service Level	Definition	Service Level Requirement
Severity Level 1 Issue	Critical Issues: a problem or outage that directly impedes client's ability to carry out essential business functions, highest priority issues, have precedence over Level 2 and Level 3 Issues	• 95% Response within 1 hr • 100% response within 2 hrs • Participant and Urban Counties must designate management rep responsible for review of problem and concurring with Level 1 designation and plan for resolution • Resolve according to plan and consult until resolved with temporary fix, patch or permanent solution
Severity Level 2 Issue	Urgent Issues: problems that hamper the client's use of a function, but does not prevent carrying out essential business functions, high priority issue, secondary to Level 1 issues but have precedence over Level 3 Issues	• 95% Response by next Calendar Day • 100% within two Calendar Days. • Resolve by continuous work during normal business hours until resolved with temporary fix, patch or permanent solution
Severity Level 3 Issues	Normal Issues: problems that, if corrected, would improve the use or functionality of the system, low priority	• 95% Response within 3 Business Days of impact assessment and planning for release • 100% within 5 Business Days • Resolve by joint planning with funding counties • Permanent fix, to follow a temporary fix, is assigned its own severity level

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.

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



Appendix B - Problem Management

The default status of all problem tickets when saved by an individual opening a ticket is "Submitted." Definitions for all status labels to be used are:

Status Definitions Table

Status	Definition	Action to Take
Submitted	Status of a new Problem Ticket until reviewed by the Help Desk	• Change Status to In Progress, • Update the Summary (starting below the current summary info) with the current Date, your initials and the action you are taking • Assign the ticket to appropriate support personnel then • Save the ticket • Send an email to the support entity to whom the ticket is assigned giving the issue number in the subject and a brief description within your email(copy and paste the original issue summary) • Document specifics of the ticket in the HIMS Assessment Spreadsheet
In Progress	Issue submitted, assigned to Product Owner, Urban Counties Staff, or Headspring and currently under evaluation or correction.	After the issue is resolved • Update the ticket status to Ready for Help Desk to Test • Assign the ticket to TechShare Help Desk
Ready for Help Desk to Test	Status assigned to Problem Ticket by Developer, Database and other staff that resolves the issue noted in a ticket. This queue should be used also to identify issues to be included in Release Notes.	Test within the "Test Environment" to validate that the issue is resolved. Subsequently: • Move the ticket to the "Ready for County Validation" Queue • Document the Version # in the Comment column of the HIMS Assessment Spreadsheet • Begin documenting the "Defects Fixed" list for the next release to Production • Deploy Fixes to Acceptance – if necessary



Ready for RL Consideration	Status assigned to items that are requests for Feature changes (not bugs)	Assign to TechShare.Juvenile System Resource Manager
Pending County Validation	Status assigned to items after validating them in the Test Environment	• Send email notice to the person who initiated the ticket asking that they validate the fix in Acceptance or Production (whichever is applicable) • Close the ticket if the ticket initiator responds via email asking you to do so • Update the Spreadsheet comment column for any issues closed by the county or that they ask you to close
Closed	Issue submitted and closed. Example items include database changes for county configurable values, and updates to user tables.	• Close ticket • Check Spreadsheet looking for any tickets you don't see, in order to find tickets closed by the County • Update Spreadsheet Final Status column to include the version number of the deployment to Production or the phrase "moved to production" and the date moved.
Closed to be Deployed to Production	Feature Package Issues tested by CUC in the Test Environment and in Acceptance but not yet deployed to Production.	• Update Spreadsheet comment • Include in Release Notes
Closed to Backlog	Feature change or a usability issue.	
Closed Training Issue	Issue submitted by a user in which the problem was resolved by providing additional instruction on the functionality of TechShare.Juvenile or JCMS.Basic.	• Update Training Materials



Appendix C – On Call/After Hours Support

Methodology

Topic	Subtopic	Details
Support Expectations	Requirements	On Call/After Hours Support is required outside of the regular Monday through Friday normal business hours, to ensure that response to Critical Issues occurs within the required timeline: 95% Response within 1 Hr 100% Response within 2 hrs A Critical Issue is: - A highest priority problem or outage that directly impedes the ability to carry out essential business functions
	Tier 1 and 2 Support Responsibilities	- Assess an issue as a Critical Issue - Confirm whether the issue is within the application and/or beyond the firewall within which the Tier 1 representative is responsible - Confirm issue responsibility with or as the internal designated Management Rep responsible for review of problems - Utilize internal tools and procedures to resolve critical issues inside the firewall - Facilitate resolution of Critical Issues beyond the firewall with temporary fix, patch or permanent solution as defined by the designated internal and CUC Management Reps responsible for review and concurrence and resolution plan
	Tier 3 Support Responsibilities	- Respond to the call reporting a Critical Issue - Utilize After Hours support tools and procedures - Confirm issue responsibility with or as the CUC designated Management Rep responsible for reviewing Critical Issues - Resolve Critical Issues beyond the firewall with temporary fix, patch or permanent solution as defined by the designated internal and CUC Management Reps responsible for review and concurrence and resolution plan



On Call/After Hours Support Procedures	Tier 1 and 2 After Hours Reporting Procedures	Reporting the Issue: 1. Log the issue in HIMS 2. Confirm whether the issues is County IT Related or a system problem within the application or beyond the County firewall. 3. Call to report the Firewall Critical Issues – 512/943-2466 (24/7, 365 days/year). Report critical issue to the TechShare Development Center on call staff if the issue is a problem beyond the County firewall and/or within TechShare.Juvenile or JCMS.Basic functionality that prevents user(s) from completing work. If the Emergency Call is missed by on-call support the caller is able to leave a voice message and Google Voice captures call information: including the caller's #, Date and Time of the call.
	Tier 3 On Call/After Hours Support Procedures	Receive the Emergency Call or Retrieve the Emergency Message: A call from the phone used to report the problem, is received by the phone belonging to the individual on-call supporting Critical Issues 1. Document the Problem specifics a. Caller Name _____ b. Caller Contact Information _____ c. County and Site _____ d. Issue Description _____ e. How Confirmation was acquired that the issue is within the application or beyond the firewall _____ 2. Contact TechShare Development Manager to report the issue 3. Consult with TechShare Development Manager and/or designated project management to confirm issue responsibility
CUC Support Tool	Google Voice	On the site you can check the voicemail inbiox, set the phone numbers to forward to and configure the account. Accessing Google Voice using internal procedures.



WORK PLAN, BUDGET, AND COST ALLOCATION
TECHSHARE.JUVENILE AND JUVENILE CASE MANAGEMENT SYSTEM - BASIC
2013 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
2. Maintenance – correcting defects in the system and applying maintenance as required by statute or rule and/or to keep the system evergreen (see below)
3. Development of JCMS Versions 1.9.1 and 1.9.2 – in accordance with the JCMS.Basic and TechShare.Juvenile 1.9.x Release Scoping Document included as Attachment G to this Addendum.
4. Supporting the implementation activities of the TJJD – including change requests required to support the varied use of Caseworker across Juvenile Probation Departments
5. Implementation of TechShare.Juvenile and JCMS.Basic, Version 1.9.1 and 1.9.2 – in all Participants using TechShare.Juvenile and including migration of JCMS.Basic Counties
6. Implementation of TechShare.Juvenile 1.9.2 in Dallas County – migration from JCMS.Basic and the Juvenile Information System
7. Implementation of TechShare.Juvenile in other member counties – preparation of budget proposals and implementation planning
8. Implementation of JCMS.Basic in member counties – either as a first step toward TechShare.Juvenile implementation or as a member county's production system

Evergreen

TechShare.Juvenile will be upgraded to the latest version of .NET from Microsoft as new versions become generally available. TechShare.Juvenile is operating on .NET Version 4.0 as of the beginning of the period for this Addendum.

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 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.	Acceptance of Version 1.9.1:	July 31, 2013*
4.	Acceptance of Version 1.9.2:	Aug 31, 2013*
5.	Implementation of TechShare.Juvenile in Dallas County:	Oct. 30, 2013**
6.	Implementation of TechShare.Juvenile in other member counties:	As scheduled
7.	Supporting the implementation activities of the TJJD:	As scheduled
8.	Implementation of JCMS.Basic in member counties:	As scheduled

*Dependent on completion of features for Versions 1.9.1 and 1.9.2 by Headspring.

**Dependent on completion of features for Version 1.9.1 and 1.9.2 by Headspring and constraints within the Dallas County Implementation Plan for Go Live.

Capital Costs and Allocation

The total Capital Cost of TechShare.Juvenile as of January 1, 2013 is \$10,501,102.06. Included within the scope of work to be completed pursuant to this Addendum are functional enhancement of JCMS.Basic and completion of Version 1.9.2. of TechShare.Juvenile, including a warranty on the system through April 2014. The total cost associated with those features is currently estimated to be \$1,243,170, of which amount TJJD will pay \$497,268.00 representing the cost of the new features for JCMS.Basic. Therefore, the total Capital Cost of TechShare.Juvenile upon the completion of Version 1.9.2. is estimated to be \$11,321,594.26 as adjusted to reflect actual expenditures to complete Version 1.9.2 less TJJD's actual contributions for new features for JCMS.Basic plus the cost of risk for the county portion of the pre-paid capital costs.

Capital Costs are allocated among Participant Local Governments according to the relative population of each Participant Local Government to the total population of all Participant Local Governments. The relative populations and Capital Costs of each Participant Local Government is shown on the table on the following page.

For member counties that adopt this Addendum, the following table shows the Capital Cost Allocation for each county.



County	2010 Population	Capital Cost: Early Adopters (.75 of members)
Bell	310,235	\$ 237,345
Brazoria	313,166	\$ 239,587
Brazos	194,851	\$ 149,071
Cameron	406,220	\$ 310,778
Chambers	35,096	\$ 26,850
Collin	782,341	\$ 598,530
Comal	108,472	\$ 82,986
Denton	662,614	\$ 506,932
Ector	137,130	\$ 104,911
El Paso	800,647	\$ 612,535
Fort Bend	585,375	\$ 447,841
Galveston	291,309	\$ 222,866
Grayson	120,877	\$ 92,477
Gregg	121,730	\$ 93,129
Guadalupe	131,533	\$ 100,629
Harris	4,092,459	\$ 3,130,933
Hays	157,107	\$ 120,195
Hidalgo	774,769	\$ 592,737
Hunt	86,129	\$ 65,893
Jefferson	252,273	\$ 193,001
Johnson	150,934	\$ 115,472
Kaufman	103,350	\$ 79,068
Lubbock	278,831	\$ 213,320
McLennan	234,906	\$ 179,715
Midland	136,872	\$ 104,714
Nueces	340,223	\$ 260,287
Randall	120,725	\$ 92,361
Rockwall	78,337	\$ 59,932
San Patricio	64,804	\$ 49,578
Smith	209,714	\$ 160,442
Travis	1,024,266	\$ 783,614
Webb	250,304	\$ 191,495
Williamson	422,679	\$ 323,370
Wise	59,127	\$ 45,235
	19,731,351	



Operations and Maintenance Budget and Allocation

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

	Budget
Participant Contributions	
Texas Juvenile Justice Department	\$ 1,796,249.60
Dallas County	\$ 1,542,273.00
Tarrant County	\$ 1,152,527.40
Total Income	\$ 4,491,050.00
Expense	
Indirect Expenses	\$423,012
Legal Fees	\$48,264
Meetings	
Committees	\$5,004
Other (Annual User Conference)	\$0
Total Meetings	\$5,004
Occupancy	
Rent - 500 W. 19th. St.	\$6,000
Rent - Stonecreek	\$120,600
Total Occupancy	\$126,600
Other Expenses	
Consulting	\$1,296,744
Internet Services	\$18,000
Mgt. Services	\$1,697,000
Software Maintenance Fee	\$284,430
Systems Operations Fee	\$549,996
Total Other Expenses	\$3,846,170
Printing & Publications	\$6,000
Travel	
Staff	\$36,000
Total Travel	\$36,000
Total Expense	\$4,491,050
Reserve	\$ -



Cost Allocation and Payment Plan: (The payment plan below is an estimate subject to funding allocations that will only be known at the end of the 2013 legislative session).

As of the date of this Addendum, if TJJD makes all payments set forth below, TJJD will not have funds available for any calendar year 2014 work plan and budget until September 2014, and nothing in the budget above commits TJJD to payment of any amounts in calendar year 2014. The parties intend to revise both the calendar year 2013 work plan and budget after conclusion of the 2013 legislative session to reflect appropriations intended for JCMS without the need to invoke Section 15 of the Addendum.

The budget will be funded through three payments from each Participant, based on the anticipated quarterly costs for calendar year 2013. The first payment will cover the first two quarters of calendar year 2013. The second and third payments will cover the costs for the final two quarters of calendar year 2013. The payment schedule and allocation of costs among the Participants is shown in the table below:

Participant Payment Plan	Payment Amount:	Date Due:	Payment Amount:	Date Due:	Payment Amount:	Date Due:	Total
Texas Juvenile Justice Department (TJJD)							
New Development Costs:	\$ 94,863.20		\$ 100,874.40		\$ 302,136.40		\$ 497,868.00
Maintenance/Operations:	\$ 658,936.00		\$ 343,208.00		\$ 300,000.00		\$ 1,299,152.00
Total (TJJD)	\$ 749,999.20	MAR 29, 2013	\$ 444,082.40	SEP 15, 2013	\$ 602,136.40	OCT 11, 2013	\$ 1,796,420.00
Dallas County							
Pre-Paid Capital:	\$ 226,967.40		\$ 70,655.80		\$ 70,327.80		\$ 372,951.00
Maintenance/Operations:	\$ 596,342.80		\$ 308,687.20		\$ 270,007.20		\$ 1,169,296.80
Total (Dallas County)	\$ 817,309.80	FEB 15, 2013	\$ 384,343.00	JUN 30, 2013	\$ 340,335.00	OCT 11, 2013	\$ 1,542,187.80
Tarrant County							
Pre-Paid Capital:	\$ 226,967.40		\$ 70,655.80		\$ 70,327.80		\$ 372,951.00
Maintenance/Operations:	\$ 593,561.00		\$ 305,924.80		\$ 280,064.80		\$ 775,491.20
Total (Tarrant County)	\$ 620,529.00	FEB 15, 2013	\$ 281,580.60	JUN 30, 2013	\$ 250,392.60	OCT 11, 2013	\$ 1,152,442.20
Payment Totals by Category							
New Development/Pre-Paid Capital:	\$ 347,999.00		\$ 252,196.00		\$ 442,986.00		\$ 1,043,170.00
Maintenance/Operations:	\$ 1,639,840.00		\$ 858,920.00		\$ 750,030.00		\$ 3,247,860.00
Total	\$ 2,197,839.00		\$ 1,110,306.00		\$ 1,193,006.00		\$ 4,491,050.00

Multi-County Juvenile Probation Departments

Both Capital Costs and O&M Costs will be allocated per Participant Local Government in accordance with method/formula for all other Participant Local Governments, 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 effective.



JCMS.BASIC USE AGREEMENT

This JCMS.Basic Use Agreement is entered into by and between the [Texas Juvenile Justice Department OR Texas Conference of Urban Counties] ("TJJD" OR "Urban Counties") and [county or juvenile department] ("County" OR "Department") for the purpose of permitting [County or Department] to use JCMS.Basic in a hosted domain.

1. [TJJD OR Urban Counties] Responsibilities

- 1.1. [TJJD OR Urban Counties] will make JCMS.Basic available to [County or Department] for use in a hosted domain.
- 1.2. [TJJD OR Urban Counties] shall limit access to [County or Department]'s 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.
- 1.3. [TJJD OR Urban Counties] agree that under no circumstances shall [TJJD OR Urban Counties] permit disclosure, access, distribution, copying, review, or examination of [County or Department]'s confidential or proprietary information by any other party not authorized herein.
- 1.4. Confidential, proprietary information provided by [County or Department] shall not be modified or marketed without the written authorization of [County or Department].
- 1.5. All reasonable security precautions, at least as great as the precautions [TJJD OR Urban Counties] takes to protect its own confidential information, but no less than reasonable care, shall be taken by [TJJD OR Urban Counties] to prevent unauthorized use or disclosure of juvenile information.
- 1.6. [TJJD OR Urban Counties] shall cooperate with [County or Department] to regain possession and/or prevent unauthorized use or disclosure of juvenile information maintained in JCMS.Basic.
- 1.7. Either Party may terminate this Agreement upon 60 days written notice, or as permitted in section 3.7. Upon termination of this Agreement, [TJJD or Urban Counties] shall return to [County or Department] its data maintained in JCMS.Basic. The data shall be provided in an industry-standard electronic format. [TJJD or Urban Counties] shall work cooperatively with [County or Department] on the timing of the return of the data. At no time shall [County or Department] be denied access to or use of its data, except as permitted in section 3.7.

2. System Support

- 2.1. Support will be provided in accordance with the TechShare.Juvenile System Support Plan, the current version of which is attached as Attachment A.
- 2.2. The TechShare.Juvenile System Support Plan may be revised without prior notice to [County or Department]. The current version of the TechShare.Juvenile System Support Plan may be found on the TechShare website, www.cuc.org/TechShare/techshare.aspx



3. [County or Department] Responsibilities

- 3.1. [County or Department] acknowledges and agrees that data within JCMS.Basic will be accessible by other individuals and entities accessing JCMS.Basic and TechShare.Juvenile as permitted by Chapter 58, Texas Family Code.
- 3.2. [County or Department] and their representatives acknowledges and agrees that the purpose of access to the juvenile information and data is to perform juvenile justice system related functions.
- 3.3. [County or Department] agrees that JCMS.Basic shall not be used for any personal purposes, including entertainment, personal business or personal gain.
- 3.4. [County or Department] understands 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.
- 3.5. [County or Department] shall not access or distribute any information that is deemed confidential pursuant to Chapter 58, Texas Family Code, or other applicable federal or state statutes or rules, unless disclosure is specifically authorized by law.
- 3.6. [County or Department] shall safeguard access to JCMS.Basic and shall not provide access capabilities to anyone for any reason, unless authorized by law.
- 3.7. [County or Department] understands and acknowledges that violation of any of the preceding requirements may cause the immediate revocation of all access to JCMS.Basic granted to [County or Department] and/or individual users as reasonably necessary in the sole determination of Texas Conference of Urban Counties to prevent further violations. Upon revocation of access to JCMS.Basic for all users of [County of Department], data shall be returned to [County or Department] in accordance with section 1.7.
- 3.8. [County or Department] agrees that use of JCMS.Basic may be monitored or audited by various means, including monitoring or auditing that may occur without a JCMS.Basic user's knowledge or prior notice.
- 3.9. [County or Department] agrees that in the event it receives a request for information or other data belonging to another entity, [County or Department] must promptly notify the requestor that the county receiving the request is not the custodian of the requested information or data. [County or Department] must promptly notify the Texas Conference of Urban Counties of the request by sending notice to techshare@cuc.org.

4. Warranties and Liability

- 4.1. [TJJD OR URBAN COUNTIES] DOES NOT WARRANT THAT JCMS.BASIC WILL MEET ANY SPECIFIC REQUIREMENTS; THE OPERATION OF JCMS.BASIC WILL BE UNINTERRUPTED OR ERROR-FREE; ANY DATA SUPPLIED BY JCMS.BASIC WILL BE ACCURATE; OR THAT JCMS.BASIC WILL WORK WITH ANY 3RD-PARTY OR SUPPLEMENTAL SOFTWARE. FURTHER, [TJJD OR URBAN COUNTIES] DOES NOT WARRANT THE EFFICACY, FUNCTIONALITY, OR OPERATION OF JCMS.BASIC. JCMS.BASIC IS PROVIDED AS-IS, AND [TJJD OR URBAN COUNTIES] EXPRESSLY DISCLAIMS ALL WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
- 4.2. NEITHER PARTY SHALL HAVE LIABILITY WITH RESPECT TO THEIR OBLIGATIONS UNDER THIS AGREEMENT OR OTHERWISE FOR CONSEQUENTIAL, EXEMPLARY, SPECIAL, INDIRECT, INCIDENTAL OR PUNITIVE DAMAGES, EVEN IF THEY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION



APPLIES TO ALL CAUSES OF ACTION OR CLAIMS IN THE AGGREGATE, INCLUDING, BREACH OF CONTRACT, BREACH OF WARRANTY, INDEMNITY, NEGLIGENCE, GROSS NEGLIGENCE, STRICT LIABILITY, MISREPRESENTATIONS, AND OTHER TORTS.

5. Miscellaneous

- 5.1. This Agreement evidences the complete understanding and agreement of the parties related to the subject matter and supersedes and merges all previous proposals of sale, communications, representations, understandings and agreements, whether oral or written, between the parties related to the subject matter. This Agreement may not be modified except by a writing subscribed to by authorized representatives of the parties.
- 5.2. This Agreement and its performance shall be governed by the laws of the State of Texas, without giving effect to the principles of conflict of laws of such state or international treaties.
- 5.3. Any notice provided pursuant to this Agreement, if specified to be in writing, shall be in writing and shall be deemed given if mailed by certified First Class United States mail, postage pre-paid, or by commercial carrier (e.g., FedEx, UPS, etc.) when the carrier maintains receipt or record of delivery, addressed to the address stated below, or to the last address specified in writing by the intended recipient.
- 5.4. The waiver or failure of either party to exercise any right in any respect provided for in this Agreement shall not be deemed a waiver of any further right under the Agreement.
- 5.5. If for any reason a court of competent jurisdiction finds all or part of any provision of this Agreement to be unenforceable, that provision shall be enforced to the maximum extent permissible to affect the intent of the parties, and the remainder of this Agreement shall continue in full force and effect.
- 5.6. Unless otherwise specified herein, the rights and remedies of both parties set forth in this Agreement are not exclusive and are in addition to any other rights and remedies available to it at law or in equity.
- 5.7. The Parties agree that this Agreement is for the benefit of the parties and is not intended to confer any rights or benefits on any third party, and that there are no third party beneficiaries as to this Agreement or any part or specific provision of this Agreement.

[TJJD OR URBAN COUNTIES]

[COUNTY OR DEPARTMENT]

Signature

Signature

Printed Name and Title

Printed Name and Title

Date

Date



MUTUAL NON-DISCLOSURE AGREEMENT FOR TECHSHARE.JUVENILE AND JCMS.BASIC

This Agreement, which is effective as of _____, 20____ (the "Effective Date"), is made and entered into by and between _____ County ("County"), whose address is: ADDRESS (MAILING ADDRESS), the Texas Juvenile Justice Department ("Department") whose address is: ADDRESS (MAILING ADDRESS), and the Texas Conference of Urban Counties, Inc. ("Urban Counties"), whose address is 500 W. 13th St., Austin, Texas 78701. The Urban Counties, Department and County are individually each a "Party" and collectively, the "Parties". Except as otherwise indicated herein, a reference to a Party includes any political subdivision or department operated by or under the authority of the Party and all affiliates of the Party including any person, partnership, joint venture, corporate, subsidiary or other form of enterprise, domestic or foreign, that is directly, indirectly, or under common control of or controlled by the Party.

1. Background. Urban Counties, through its TechShare program, and the Department have developed TechShare.Juvenile and the Juvenile Case Management System Basic (both of which are hereinafter collectively referred to as "JCMS") in conjunction with other partner agencies. County desires to have access to information regarding JCMS in order to evaluate JCMS for possible implementation within County. In the course of such evaluation, Urban Counties and the Department will disclose or deliver to County and to County's directors, officers, employees, members, agents or advisors (collectively, "Representatives") certain confidential or proprietary information for the purpose of enabling County to evaluate the architecture, compatibility and functionality of JCMS. At the same time, County will disclose to Urban Counties and/or the Department and their respective Representatives proprietary information pertaining to the County's information technology infrastructure. The confidential information released pursuant to this agreement shall be used solely for the purpose of evaluating, implementing, and operating JCMS in support of the County's Juvenile Probation Department as a replacement system for the County's legacy Caseworker/5 installation (the "Purpose"). The Parties have entered into this Agreement to assure the confidentiality of each Party's confidential and proprietary information under the terms of this Agreement.
2. Confidential Information. As used in this Agreement, the term "Confidential Information" means all information and specifications, designs, application, operating system, database, communication and other computer software developed for use on any operating system, all modifications, enhancements and versions and all options available with respect thereto, and all products developed or derived therefrom, source and object codes, flowcharts, algorithms, coding sheets, routines, sub-routines, compilers, assemblers, design concepts and related documentation and manuals, discoveries, concepts and ideas including, without limitation, the nature and results of research and development activities, processes, formulas, inventions, computer-related equipment or technology, techniques, "know-how", designs, drawings and specifications, all of the above which relate to JCMS in the case of Confidential Information belonging to Urban Counties or the Department. The County's confidential information includes, but is not limited to, data mapping from the County's Caseworker installation and the County's network configuration and related security specifications, and also includes, without limitation, information in tangible or intangible form relating to the coding or mapping of data from the County's legacy juvenile case management system, configuration specifications related to its network or computer systems on which the County's information services are performed and/or configuration specifications related to its implementation of JCMS. "Confidential Information" includes information in any form, whether written, electronic, or verbal. In addition, the term "Confidential Information" shall include any notes, analyses, compilations, studies, interpretations, memoranda or other documents prepared by a Party or its Representatives that contain, reflect or are based upon, in whole or in part, any Confidential Information furnished to



TechShare.Juvenile and JCMS.Basic Resource Sharing Addendum
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the Party (the "Recipient Party") or its Representatives by another Party (the "Disclosing Party") under this Agreement.

3. Use and Disclosure of Confidential Information. Each Recipient Party and its respective Representatives shall use the Confidential Information only for the Purpose and the Confidential Information shall not be used for any other purpose without the prior written consent of the Disclosing Party. Each Recipient Party and its respective Representatives shall hold in confidence, and shall not disclose any Confidential Information; provided, however, that: (i) a Recipient Party may disclose information as authorized by the Disclosing Party in advance in writing; and (ii) any of the Confidential Information may be disclosed by a Recipient Party to its Representatives who need to know the information in connection with the Purpose if they are informed of the confidential nature of the information and of the terms of this Agreement. In any event, a Recipient Party shall be responsible for any breach of this Agreement by any of its Representatives, and agrees, at its sole expense, to take reasonable measures to restrain its Representatives from prohibited or unauthorized disclosure or use of the Confidential Information. Notwithstanding anything contained in this Agreement to the contrary, this Agreement does not prohibit a Recipient Party from disclosing Confidential Information of a Disclosing Party to the extent required in order for the Recipient Party to comply with applicable laws, regulations and/or judicial process, provided that the Recipient Party provides prior written notice (if legally permitted) of the required disclosure to the Disclosing Party and takes reasonable and lawful actions to avoid and minimize the extent of the disclosure.
4. Limitation on Obligations. The obligations of each Recipient Party specified in Section 3 above do not apply, and a Recipient Party has no further obligations, with respect to any Confidential Information to the extent that the Confidential Information:
 - a. is part of the public domain at the time of disclosure or becomes part of the public domain without the Recipient Party or its Representatives violating this Agreement;
 - b. becomes known to a Recipient Party through disclosure by sources other than the Disclosing Party without the sources violating any confidentiality obligations to the Disclosing Party; or
 - c. is independently developed by a Recipient Party without reference to or reliance upon the Disclosing Party's Confidential Information.
5. Return of Confidential Information. A Recipient Party shall, upon the written request of a Disclosing Party, return to the Disclosing Party all Confidential Information received from the Disclosing Party (and all copies and reproductions). In addition, a Recipient Party shall destroy: (i) any notes, reports or other documents prepared by the Recipient Party which contain Confidential Information; and (ii) any Confidential Information (and all copies and reproductions thereof) which is in electronic form or cannot otherwise be returned to the Disclosing Party. Alternatively, upon written request of a Disclosing Party, a Recipient Party shall destroy all Confidential Information received from the Disclosing Party (and all copies and reproduction thereof) and any notes, reports or other documents prepared by the Recipient Party which contain Confidential Information. Notwithstanding the return or destruction of the Confidential Information, a Recipient Party and its Representatives will continue to be bound by their obligations of confidentiality and other obligations hereunder. Notwithstanding the foregoing obligations, a Recipient Party may retain and not destroy any Confidential Information it is required to retain pursuant to applicable law.
6. Confidentiality of Juvenile Information and Data. Each Party acknowledges and agrees that JCMS contains confidential aggregate and identifiable juvenile offender data deemed confidential under Chapters 58 and 261 of the Texas Family Code and other applicable state, federal and administrative laws. Access to juvenile records, files or data is restricted to individuals or entities specifically authorized by law or pursuant to an order of the court. The



statutory provisions governing the disclosure, dissemination and exchange of juvenile justice information are set forth in Chapter 58 of the Family Code and other applicable provisions. For purposes of this Agreement, each Party agrees that access to JCMS juvenile justice information and data shall be limited to criminal and/or juvenile justice purposes or for any other approved purposes set forth in this Agreement, statute or other applicable law. No exceptions to disclosure under the Public Information Act are waived by the exchange, disclosure or dissemination of confidential juvenile justice information under this Agreement.

7. Multiple Counterparts. For the convenience of the parties, this Agreement may be executed by facsimile and in counterparts, each of which shall be deemed to be an original, and all of which taken together, shall constitute one agreement binding on all Parties.

EXECUTED as of the day and year first set forth above.

TEXAS CONFERENCE OF URBAN COUNTIES

By: _____

Title: _____

TEXAS JUVENILE JUSTICE DEPARTMENT

By: _____

Title: _____

<COUNTY NAME> COUNTY

By: _____

Title: _____



TechShare.Juvenile and JCMS.Basic Resource Sharing Addendum
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JCMS Implementation Plan for Basic County						
ID	Task Name	% Done	# Days	Start	Finish	Resource Names
1	JCMS.Basic Implementation Plan for JCMS.Basic County	0%				
2	Preparation for Go Live Planning	0%				
3	Create Baseline Project Plan for JCMS.Basic County	0%	1 day			KA (TJJD)
4	Kick-Off Meeting with JCMS.Basic County to discuss and review base plan for implementation	0%				JS (TJJD),KA (TJJD)
5	Receive CW Data Backup	0%	1 day			LM (TJJD),KA (TJJD)
6	Initial Review of CW Data	0%	2 days			LM (TJJD)
7	Modules Discussion	0%	1 day			LM (TJJD)
8	Review Desktop Standards	0%	1 day			JS (TJJD),KA (TJJD)
9	Caseworker Data Cleanup	0%	6 days			LM (TJJD),BRS (TJJD)
10	Confirm Desktop Readiness	0%	1 day			ITD (County),JPD (County),KA (TJJD)
11	Non-Disclosure Agreement Reviewed & Signed	0%	2 days			JPD (County),KA (TJJD)
12	Establish Access to JCMS Environments	0%				
13	VPN	0%				
14	Connectivity Analysis	0%	2 days			DE (UC),JH (UC),TG (TJJD)
15	Schedule Conference call and Establish VPN for Staging Environment	0%	0.25 days			DE (UC),TG (TJJD)
16	Schedule Conference call and Establish VPN for Production Environment	0%	0.25 days			DE (UC),TG (TJJD)
17	Create VPN Connectivity for additional sites (if needed)	0%	1 day			DE (UC),TG (TJJD)
18	Website	0%				
19	Create JCMS.Basic County data validation site (https://Basicdata.jcms-tx.org)	0%	0.25 days			JH (UC)
20	Confirm access to JCMS.Basic County data validation site	0%	0.25 days			TG (TJJD),JH (UC)
21	Test Access from Browsers in all locations to Production Environment	0%	1 day			ITD (County),JPD (County)
22	Data Mapping and Conversion	0%				
23	Business	0%				
24	Prepare for Data Conversion	0%				
25	Confirm Modules in use by JCMS.Basic County which will convert to JCM	0%				AZ (TJJD),JPD (County)
26	Provide County Configurable Worksheet	0%	0.25 days			KA (TJJD)
27	Provide Prosecutor Worksheet	0%	0.25 days			KA (TJJD)
28	Provide Disposition Worksheet	0%	0.25 days			KA (TJJD)
29	Provide UDF Worksheet	0%	0.25 days			KA (TJJD)
30	Provide User Roles Worksheet	0%	0.25 days			KA (TJJD)
31	Return County Configurable Worksheet	0%	5 days			JPD (County)

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TechShare.Juvenile and JCMS.Basic Resource Sharing Addendum
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JCMS Implementation Plan for Basic County						
ID	Task Name	% Done	# Days	Start	Finish	Resource Names
32	Return Prosecutor Worksheet	0%	5 days			JPD (County)
33	Return Disposition Worksheet	0%	5 days			JPD (County)
34	Return UDF Worksheet	0%	5 days			JPD (County)
35	Create Data Mapping Document for JCMS Basic County based on confirmed modules	0%	2 days			BIS (TJJD),BRS (TJJD),KA (TJJD)
36	Run deploy mapping scripts	0%	1 day			BIS (TJJD),BRS (TJJD)
37	Complete Cross Walk Mapping for System/County Configurable Values	0%	2 days			JPD (County),AZ (TJJD)
38	Establish Roles for User Accounts (active & inactive)	0%	3 days			AZ (TJJD),JPD (County),KA (TJJD)
39	Identify and Mitigate Gaps in functionality based on data mapping	0%				
40	Document gaps in functionality identified	0%	4 days			AZ (TJJD),LM (TJJD)
41	Conduct Review Meeting with Urban Counties to discuss gaps in functionality and determine impact to go live	0%	1 day			AZ (TJJD),BRS (TJJD),JA (UC),JH (UC),RL (UC)
42	Technical	0%				
43	Connectivity	0%				
44	Copy CW5 Database to JCMS Mapping Environment	0%	1 day			BRS (TJJD),JA (UC)
45	Create and Copy initial JCMS Crosswalk Database	0%	1 day			BRS (TJJD),JA (UC)
46	Create and Copy initial JCMS Development Database	0%	1 day			BRS (TJJD),JA (UC)
47	Data Conversion	0%				
48	Create County Configurable Worksheet	0%	0.25 days			BIS (TJJD),BRS (TJJD),KA (TJJD)
49	Create Prosecutor Worksheet	0%	0.25 days			BIS (TJJD),BRS (TJJD),KA (TJJD)
50	Create Dispositions Worksheet	0%	0.25 days			BIS (TJJD),BRS (TJJD),KA (TJJD)
51	Create UDF Worksheet	0%	0.25 days			BIS (TJJD),BRS (TJJD),KA (TJJD)
52	Create User Roles Worksheet	0%	0.25 days			BIS (TJJD),BRS (TJJD),KA (TJJD)
53	Modify Conversion Scripts	0%	3 days			BIS (TJJD),BRS (TJJD)
54	Initial data conversion for TJJD and Urban Counties Review	0%	0.5 days			BIS (TJJD),BRS (TJJD)
55	TJJD to Run Automated Data Validation Tool	0%	1 day			AZ (TJJD),TG (TJJD)
56	Initial Data Validation CW Clean Up	0%	5 days			AZ (TJJD),JPD (County),TG (TJJD)
57	TJJD to Review Initial Data Conversion	0%	1 day			AZ (TJJD),TG (TJJD)
58	Conduct working session with CUC to Review Initial Data Conversion	0%	1 day			AZ (TJJD),JA (UC),TG (TJJD)
59	Resolve data conversion issues identified during review	0%	1 day			BIS (TJJD),BRS (TJJD),JA (UC)
60	1st conversion of data for JCMS Basic County	0%	2 hrs			BIS (TJJD),BRS (TJJD)
61	Review 1st Data Conversion with JCMS Basic County and Report defects	0%	5 days			AZ (TJJD),JPD (County),TG (TJJD)
62	Resolve data conversion issues identified during review	0%	4 days			BIS (TJJD),BRS (TJJD),JA (UC)

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JCMS Implementation Plan for Basic County						
ID	Task Name	% Done	# Days	Start	Finish	Resource Names
63	2nd conversion of data for JCMS.Basic County	0%	2 hrs			BIS (TJJD),BRS (TJJD)
64	Review 2nd Data Conversion with JCMS.Basic County and Report defects	0%	3 days			AZ (TJJD),JPD (County),TG (TJJD)
65	Resolve data conversion issues identified during review	0%	3 days			BIS (TJJD),BRS (TJJD),JA (UC)
66	3rd conversion of data for JCMS.Basic County (If Required)	0%	2 hrs			BIS (TJJD),BRS (TJJD)
67	Review 3rd Data Conversion with JCMS.Basic County and Report defects	0%	1 day			AZ (TJJD),JPD (County),TG (TJJD)
68	Resolve any remaining defects	0%	1.5 days			BIS (TJJD),BRS (TJJD),JA (UC)
69	Sign Off for Data Conversion	0%	0.25 days			JPD (County),AZ (TJJD),KA (TJJD)
70	Prepare for JCMS.Basic County Go Live	0%				
71	Weekly Status Conference Call	0%				
72	Report on Status of assignments and if they impact future tasks	0%	1 hr			KA (TJJD),JPD (County),RL (UC)
73	Report on Status of assignments and if they impact future tasks	0%	1 hr			KA (TJJD),JPD (County),RL (UC)
74	Report on Status of assignments and if they impact future tasks	0%	1 hr			KA (TJJD),JPD (County),RL (UC)
75	Report on Status of assignments and if they impact future tasks	0%	1 hr			KA (TJJD),JPD (County),RL (UC)
76	Report on Status of assignments and if they impact future tasks	0%	1 hr			KA (TJJD),JPD (County),RL (UC)
77	Report on Status of assignments and if they impact future tasks	0%	1 hr			KA (TJJD),JPD (County),RL (UC)
78	Operations	0%				
79	Review Expectations of Internal Help Desk Methodology/Workflow	0%	1 day			AZ (TJJD),JPD (County),TG (TJJD)
80	Document County Helpdesk Procedures; Provide Copy to Urban Counties	0%	1 day			AZ (TJJD),TG (TJJD),JPD (County)
81	Provide Release Notes	0%	1 day			AZ (TJJD),TG (TJJD)
82	Provide User Guides	0%	1 day			AZ (TJJD),TG (TJJD)
83	Training/Live Pilot	0%				
84	Conduct User Training (Train the Trainer)	0%	2 days			JPD (County),AZ (TJJD),TG (TJJD)
85	Validate User Access and Roles	0%	2 days			JPD (County)
86	County to Conduct Staff Training	0%	7 days			JPD (County)
87	First Go/No Go Decision	0%				
88	Confirm Go/No Go Decision in advance of beginning Smoke Test Window	0%	0.25 days			JPD (County),KA (TJJD)
89	Smoke Test	0%				
90	Two (2) week smoke test emulating real world daily operations	0%	10 days			AZ (TJJD),JPD (County)
91	Identify, Document and Resolve any final data conversion issues	0%	10 days			AZ (TJJD),BRS (TJJD),JA (UC),JPD
92	Second Go/No Go Decision	0%				
93	Confirm Go/No Go Decision following Smoke Test Window	0%	0.25 days			JPD (County),KA (TJJD)
94	Go Live in JCMS.Basic County	0%				

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JCMS Implementation Plan for Basic County						
ID	Task Name	% Done	# Days	Start	Finish	Resource Names
95	Publish Final Go Live Timeline and Roll Back Plan	0%	1 day			JPD (County),KA (TJJD),RL (UC)
96	Execute CUC Go Live Plan	0%	1 day			AZ (TJJD),BIS (TJJD),BRS (TJJD),C
97	Provide remote TJJD go live support	0%	1 day			AZ (TJJD),BRS (TJJD),KA (TJJD)
98	Provide remote CUC go live support	0%	1 day			JA (UC),JH (UC),JM (UC),RL (UC)
99	Confirm Go Live Success	0%	1 day			RL (UC),JPD (County)
100	Turnback Review Window	0%				
101	Confirm Go Forward or Turnback Decision	0%	5 days			JPD (County)
102	Sign Off on Successful JCMS Implementation	0%	2 hrs			JPD (County)
103	Technical	0%				
104	Remove data validation site for JCMS.Basic County	0%	1 day			JH (UC)
105	Include JCMS.Basic County data in Model Office and Acceptance environments for testing in advance of production deployment	0%	1 day			JA (UC)
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JCMS.Basic and TechShare.Juvenile Version 1.9.x Scoping Document

Version 1.9.1	
1	JCMS Change Request-Ad-Hoc Reporting-1.9.2288
2	JCMS Change Request-Case Mgmt-1.9.2739
3	JCMS Change Request-Fees-1.9.2349
4	JCMS Change Request-Institutions-1.9.2016
5	JCMS Change Request-Institutions-1.9.2709
6	JCMS Change Request-Juvenile-1.9.2084
7	JCMS Change Request-Juvenile-1.9.3020
8	JCMS Change Request-Offense & Arrest-1.9.2183
9	JCMS Change Request-Programs-1.9.3063
10	JCMS Change Request-Prosecutor-1.9.2529-A
11	JCMS Change Request-Prosecutor-1.9.2529-B
12	JCMS Change Request-Prosecutor-1.9.2812
13	JCMS Change Request-Referral-1.9.3011
14	JCMS Change Request-Reports-1.9.2212
15	JCMS Change Request-Reports-1.9.2993
16	JCMS Change Request-Reports-1.9.3081
17	JCMS Change Request-Search-1.9.2539
18	JCMS Change Request-Security-1.9.2653
19	JCMS Change Request-System Admin-1.9.2529
20	JCMS Change Request-System Admin-1.9.2962
21	JCMS Change Request-System Admin-1.9.3450
22	JCMS Change Request-System GUI-1.9.2615
23	JCMS Change Request-System GUI-1.9.3114

Version 1.9.2	
1	JCMS Change Request-Case Mgmt-1.9.2299
2	JCMS Change Request-Case Mgmt-1.9.2781
3	JCMS Change Request-Caseload-1.9.2066
4	JCMS Change Request-Court-1.9.2916
5	JCMS Change Request-Juvenile-1.9.2657
6	JCMS Change Request-Offense & Arrest-1.9.2626
7	JCMS Change Request-Queues-1.9.2917
8	JCMS Change Request-Reports-1.9.2352
9	JCMS Change Request-Reports-1.9.2927
10	JCMS Change Request-Supervision-1.9.2983
11	JCMS Change Request-System Admin-1.9.2324
12	JCMS Change Request-Victim Services-1.9.2780



TechShare.Juvenile and JCMS.Basic Resource Sharing Addendum
 Attachment G – TechShare.Juvenile 1.9.x Scoping Document
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RESOLUTION NO. 2023-001R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS APPROVING A MEMORANDUM OF UNDERSTANDING (MOU) BY AND BETWEEN DALLAS COUNTY, TEXAS AND THE CITY OF DUNCANVILLE, TEXAS FOR AMENDMENT NO. 2 TO MEMORANDUM OF UNDERSTANDING / INTERLOCAL AGREEMENT AMONG PARTICIPATING LOCAL GOVERNMENTS FOR CRIMINAL JUSTICE INFORMATION SHARING VIA DALLAS COUNTY JUVENILE CASE MANAGEMENT SYSTEM WHICH IS ATTACHED HERETO AS EXHIBIT 'A'; AND AUTHORIZING THE INTERIM CITY MANAGER TO EXECUTE THE SAME; AND PROVIDING AND EFFECTIVE DATE.

WHEREAS, providing for the safety of the citizens of Duncanville is the primary function of the Duncanville Police Department; and

WHEREAS, the Duncanville Police Department desires to enter into a Memorandum of Understanding with Dallas County, Texas for Amendment No. 2 to memorandum of understanding / interlocal agreement among participating local governments for criminal justice information sharing via Dallas County Juvenile Case Management System; and

WHEREAS, the City Council of the City of Duncanville finds it to be in the public interest to authorize the above described Memorandum of Understanding (hereinafter MOU).

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, THAT:

SECTION 1. That the City Council approves the MOU, attached hereto, as Exhibit A, for criminal justice information sharing via Dallas County Juvenile Case Management System; and authorizes the Interim City Manager to execute the MOU on behalf of the City.

SECTION 2. That all provisions of the Resolutions of the City of Duncanville, Texas, in conflict with the provisions of this Resolution be, and the same are hereby, repealed, and all other provisions not in conflict with the provisions of this Resolution shall remain in full force and effect.

SECTION 3. This Resolution shall become effective immediately upon its passage.

DULY RESOLVED AND ADOPTED by the City Council of the City of Duncanville,
Texas, on the 6th day of July, 2023.

APPROVED:

Barry L. Gordon, Mayor

ATTEST:

Kristin Downs, Interim City Secretary

APPROVED AS TO FORM:

Robert E. Hager, City Attorney

EXHIBIT A

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

AMENDMENT NO. 2 to

**MEMORANDUM OF UNDERSTANDING
WITH PARTICIPATING LOCAL GOVERNMENTS AND
DALLAS COUNTY TO PARTICIPATE IN
DALLAS COUNTY JUVENILE CASE MANGEMENT SYSTEM**

This AMENDMENT NO. 2 is made to the certain Memorandum of Understanding between Dallas County, Texas (“County”) and the undersigned Participating Local Governments of the State of Texas (“Participating Local Government(s)”), executed by the parties under the authority of Dallas County Commissioners Court Order No. 2013-0898, adopted on May 21, 2013 (the “MOU”). Techshare.Juvenile shall no longer be directed under the Texas Conference of Urban Counties. Techshare.Juvenile shall be renamed “Dallas County Juvenile Case Management System” and managed as a Dallas County in-house technology application. This AMENDMENT NO. 2 evidences the following:

1. The MOU is hereby amended as follows:

Any reference to TechShare.Juvenile is hereby replaced with “Dallas County Juvenile Case Management System” throughout this MOU in its entirety.

Section II “Recitals,” paragraphs 1, 2, and 3 are deleted in their entirety and replaced with the following amended language:

**II.
RECITALS**

WHEREAS, Participating Local Governments desire to enter into this Agreement for the Participants’ participation in the Dallas County Juvenile Case Management System, an extended case management system that will allow participating agencies within Dallas County to view juvenile information;

WHEREAS, The Participating Local Governments will have access to the Dallas County Juvenile Case Management System in order to file cases electronically, perform countywide juvenile record searches, and perform other functions as allowed by statutes and role based permissions;

WHEREAS, The Participating Local Governments will be required to have either a site-to-site Virtual Private Network (VPN) connection between the agency network and Dallas County or provide Public IP addresses to Dallas County for which the agency stipulates to having exclusive control for Dallas County to provide IP whitelist access for agency to access the Dallas County Juvenile Case Management System. The basic equipment needed by the Participating Local Governments to establish the VPN connection is a site-to-site capable firewall and a circuit. The agency must inform Dallas County in the event they

EXHIBIT A

change Public IP addresses. If using a VPN, the agency firewall must be capable of supporting a minimum of AES-256 encryption capability and IPSec security protocols. Further, the encryption standards must be compliant with the federal data encryption standard of FIPS-140-2. Additionally, a 3Mb circuit is recommended. Dallas County has provided each Participating local Governments with firewall cost approximations for agencies whose current infrastructure may not currently support VPN connectivity. Due to laws governing circuit location and the range of costs between providers, Participating Local Governments should contact their telecommunication service provider to determine circuit costs.

2. All other terms, provisions, conditions, and obligations of the MOU between the Participating Local Government(s) and County shall remain in full force and effect, and said MOU along with this Amendment No. 2 shall be construed together as a single MOU agreement.

[SIGNATORY PAGES SHALL FOLLOW]

EXHIBIT A

BINDING AGREEMENT, AUTHORITY, PARTIES BOUND

By signing this page, each Participating Local Government or Party represents that it has the full right, power and authority to enter and perform this *Amendment No. 2 to MOU Among Participating Local Governments and Dallas County to Participate in Dallas County Juvenile Case Management System* in accordance with all of the terms and conditions, and that the execution and delivery of this Amendment has been made by an authorized representative of each Party to validly and legally bind the same Party to all terms, performances and provisions set forth in this Amendment.

DALLAS COUNTY, TEXAS

 Name: _____
 Title: _____
 Date: _____
 Address: _____

APPROVED AS TO FORM*:

**JOHN CREUZOT
 DISTRICT ATTORNEY**



Rebecca L. Lundberg
 Assistant District Attorney
 Civil Division

***By law, the District Attorney's Office may only advise or approve contracts or agreements or legal documents on behalf of its clients. It may not advise or approve a contract or agreement 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).**

EXHIBIT A

BINDING AGREEMENT, AUTHORITY, PARTIES BOUND

By signing this page, each Participating Local Government or Party represents that it has the full right, power and authority to enter and perform this *Amendment No. 2 to MOU Among Participating Local Governments and Dallas County to Participate in Dallas County Juvenile Case Management System* in accordance with all of the terms and conditions, and that the execution and delivery of this Amendment has been made by an authorized representative of each Party to validly and legally bind the same Party to all terms, performances and provisions set forth in this Amendment.

ATTEST:

Name: _____

Title: _____

Date: _____

Address: _____

APPROVED AS TO FORM*:

Attorney for _____



STAFF REPORT

MEETING: Special Called Meetings - 06 Jul 2023

TITLE:

Consider a Resolution approving an Interlocal Agreement between the City of Duncanville and the Tarrant County District Attorney's (DA) Office; to obtain asset seizure fund created in compliance with Art. 59.08 of the Texas Code of Criminal Procedure for services as contained in the agreement for property awarded.

Vision Statement:

“Duncanville, a City of Champions, is a safe, vibrant, diverse community committed to excellence in education, business, and good governance.”

STAFF RESPONSIBLE:

Mark LiVigni, Chief of Police

BACKGROUND/HISTORY:

Narcotics investigations can lead beyond municipal and even county jurisdictional boundaries. While our local narcotic detectives do not typically follow leads beyond counties contiguous with Dallas County, a recent investigation led detectives into Tarrant County where a narcotics search warrant was served and property believed to be linked to narcotics activity was seized. In order for our department to have the ability to seek any award of seized property through Texas Asset Forfeiture laws, the department is required to enter into an Interlocal Agreement (ILA) with the county of jurisdiction's prosecuting attorney to represent the department in such a case. Texas law requires us to have such an ILA in place in Tarrant County District Attorney, Phil Sorrells in order to be considered by a court of jurisdiction for any award of property pursuant to the instant, or any other such case while this ILA is in effect in Tarrant County.

POLICY EXPLANATION:

The current Texas state asset forfeiture law, contained in Chapter 59 of the Texas Code of Criminal Procedure (TCCP), was passed by the legislature in 1989. The law allows law enforcement to seize contraband, meaning the property of any nature, inclusive of real; personal; tangible; and intangible property, used, intended to be used in the commission of, and/or which are proceeds from the commission of certain, specified criminal offenses, listed in Chapter 59 of the TCCP. Many felonious offenses in the Texas Penal, Finance, and Business and Commerce Codes, as well as other listed offenses within Chapter 59 of the TCCP, are subject to asset forfeiture on the state level.

There are many requirements outlined in articles of Chapter 59 of the TCCP, some of which include the process for notification of forfeiture, how, when, and the type of account into which seized money is deposited, procedures for audits, for what purpose and by whom seized property can be used if it is ultimately awarded, and procedures for enforcement and penalties for violation of the Chapter.

When a law enforcement agency seizes contraband pursuant to an offense listed in Chapter 59 of the TCCP, they may seek the awarding of all or some of the property in a civil asset forfeiture case, which is separate from any criminal case that may be filed. In order to file such a civil case, the law enforcement agency must have an attorney representing its claim to the property. Chapter 59 outlines an attorney representing the state in these types of cases, with few exceptions, as the prosecutor with felony jurisdiction in the county in which the forfeiture case will be held, which in our case, most of the time, is the Dallas County District Attorney's Office. The few instances in which an attorney other than one from the Dallas County DA's Office could be used, are very limited and involve circumstances with which our department has rarely had to deal.

There are benefits to the use of asset forfeiture not only to a law enforcement agency, but also to society, in general. Law enforcement, for instance, benefits from the awarding of property seized from civil asset forfeiture cases by an enhanced ability to acquire equipment and training. It should be noted, such awards cannot lawfully be used, however; to supplant a law enforcement agency's budget, regardless of whether property is awarded to the agency by a state or federal court. Because such an award enhances a law enforcement's ability to acquire enhanced equipment and be better trained, it has an inverse effect on criminals' ability to exploit the most vulnerable citizens in our society by crippling their criminal operations and enterprises.

FUNDING SOURCE:

ORG and Object Number

N/A

Available Budget

\$0.00

Purchase Amount

\$0.00

After Encumber

\$0.00

ACTION ALTERNATIVES:

1. Approve.
2. Do not approve.
3. Other actions as directed by Council.

ATTACHMENTS:

[Resolution No. - 2023-055 - Tarrant County DA - ILA - Pdf](#)

RESOLUTION NO. 2023-055

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, APPROVING AN INTERLOCAL AGREEMENT, BETWEEN THE CITY OF DUNCANVILLE AND THE TARRANT COUNTY DISTRICT ATTORNEY'S (DA) OFFICE; TO OBTAIN ASSET SEIZURE FUND CREATED IN COMPLIANCE WITH ART. 59.08 OF THE TEXAS CODE OF CRIMINAL PROCEDURE FOR SERVICES AS CONTAINED IN THE AGREEMENT FOR PROPERTY AWARDED; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Chapter 59 of the Texas Code of Criminal Procedure, entitled "Forfeiture of Contraband" provides for the forfeiture to the State of Texas of property determined to be "contraband" as defined therein; and

WHEREAS, Article 59.06 of the Texas Code of Criminal Procedure authorizes "local agreement" between the attorney representing the state and law enforcement agencies to effect the disposition of forfeited contraband; and

WHEREAS, the District Attorney may represent the State of Texas in forfeiture proceedings involving contraband seized pursuant to Chapter 59 of the Texas Code of Criminal Procedure; and

WHEREAS, the Duncanville Police Department and the District Attorney desire to enter into a "local agreement" regarding the disposition of contraband seized and forfeited under Chapter 59 of the Texas Code of Criminal Procedure; and

WHEREAS, Article 59.06 of Chapter 58 of the Texas Code of Criminal Procedure has authorized the Duncanville Police Department as the law enforcement agency and the District Attorney as the attorney representing the state to execute this Agreement; and

WHEREAS, the terms of this agreement shall apply to only those cases where contraband is finally forfeited and the cases are closed by the District Attorney or after the effective date of this agreement; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, THAT:

SECTION 1. The City Council of the City of Duncanville, Texas does hereby approve the Interlocal Agreement between the City of Duncanville and the Tarrant County District Attorney's Office, for the provision State Attorney representation in state asset forfeiture cases, as defined in Chapter 59 of the Texas Code of Criminal Procedure, which is attached hereto as Exhibit "A".

SECTION 2. That the City Council of the City of Duncanville, Texas, hereby, authorizes the Interim City Manager to execute the inter local agreement.

SECTION 3. That this resolution shall become effective immediately upon its passage.

DULY RESOLVED AND ADOPTED by the City Council of the City of Duncanville, Texas, on the 6th day of July, 2023.

APPROVED:

Barry L. Gordon, Mayor

ATTEST:

Kristin Downs, Interim City Secretary

APPROVED AS TO FORM:

Robert E. Hager, City Attorney

EXHIBIT A

The Agreement

It is mutually agreed by and between Phil Sorrells, Criminal District Attorney of Tarrant County, Texas and Mark LiVigni, Chief of the Duncanville Police Department, on behalf of the Department as follows:

- (1) The Tarrant County Criminal District Attorney's Asset Seizure Fund, ("Fund"), has been created in compliance with Art. 59.08 of the TEXAS CODE OF CRIMINAL PROCEDURE;
- (2) The Criminal District Attorney will represent the State of Texas and the Department in all forfeiture proceedings filed in Tarrant County, Texas under the provisions of Chapter 59 of the TEXAS CODE OF CRIMINAL PROCEDURE;
- (3) The Department will refer all Tarrant County forfeiture proceedings under Chapter 59 of the TEXAS CODE OF CRIMINAL PROCEDURE to the Criminal District Attorney and abide by his decision to prosecute or to settle any forfeiture proceeding;
- (4) The Criminal District Attorney will bring all forfeiture proceedings in the name of the State of Texas in accordance with Chapter 59 of the TEXAS CODE OF CRIMINAL PROCEDURE;
- (5) All monies seized for forfeiture will be deposited in the Fund at the time of filing of a forfeiture proceeding and will remain in the Fund, pending final outcome of the forfeiture proceeding;
- (6) If any Court orders property that is the subject of a forfeiture proceeding sold under the provisions of Art. 59.02(e) of the TEXAS CODE OF CRIMINAL PROCEDURE, all proceeds of the sale will be deposited in the Fund, pending final outcome of the forfeiture proceeding;
- (7) Access to the Fund will be limited solely to the Criminal District Attorney or his authorized representative;

EXHIBIT A

(8) Said Fund will be subject to audit as required by Chapter 59 of the TEXAS CODE OF CRIMINAL PROCEDURE;

(9) All contraband as defined in Chapter 59 of the TEXAS CODE OF CRIMINAL PROCEDURE will be forfeited to the State of Texas as represented by the Criminal District Attorney as agent for the state;

(10) Once a forfeiture judgment becomes final, all monies placed in the Fund that have been forfeited to the State of Texas will be distributed in the following priority:

(a) Any exceptional investigation or litigation costs will be disbursed first;

(b) 60% of all remaining monies forfeited, plus 60% of all accrued interest will be disbursed into a special account in the municipal treasury used for law enforcement purposes and as defined in Art. 59.06 (c) (2) of the TEXAS CODE OF CRIMINAL PROCEDURE; and

(c) All remaining monies plus all remaining interest will be placed in a special account of the Criminal District Attorney for use as defined in Art. 59.06 (c) (1) of the TEXAS CODE OF CRIMINAL PROCEDURE;

(11) Once a forfeiture judgment becomes final awarding real property to the State of Texas, the Criminal District Attorney will sell that real property in a commercially reasonable manner with the proceeds of that sale deposited into the Fund and disbursed in accordance with Paragraph (10) unless the Department and the Criminal District Attorney agree to convey title to the real property to a law enforcement agency for use as contemplated by Art. 59.06 (b) of the TEXAS CODE OF CRIMINAL PROCEDURE;

(12) Other than monies, conveyances and motor vehicles, once a forfeiture judgment becomes final awarding personal properties to the State of Texas, the personal property will be transferred to the department to maintain, repair, use and operate in accordance with Art. 59.06, TEXAS CODE OF CRIMINAL PROCEDURE;

EXHIBIT A

(13) Once a forfeiture judgment becomes final awarding any conveyance or motor vehicle to the State of Texas, the Department will have first option of taking possession and title to the conveyance or motor vehicle to maintain, repair, use and operate in accordance with Art. 59.06(b) of the TEXAS CODE OF CRIMINAL PROCEDURE;

If the Department declines the first option on a forfeited vehicle, then the Criminal District Attorney may take possession and title to said vehicle for the Tarrant County Criminal District Attorney's Office to maintain, repair, use and operate in accordance with Art. 59.06(b) of the TEXAS CODE OF CRIMINAL PROCEDURE.

(14) This agreement will be effective _____, 2023, and will continue year to year unless terminated by either party.

(15) This agreement may be terminated upon thirty (30) days written notice by either party to the other, however, any then pending forfeitures will continue unaffected by this notice until the proceeding is final.

IT IS SO AGREED.

WITNESS OUR HANDS on this the _____ day _____, 2023.

PHIL SORRELLS
CRIMINAL DISTRICT ATTORNEY
TARRANT COUNTY, TEXAS

MARK LIVIGNI
CHIEF OF POLICE
DUNCANVILLE POLICE DEPARTMENT
DUNCANVILLE, TEXAS



STAFF REPORT

MEETING: Special Called Meetings - 06 Jul 2023

TITLE:

Consider a Resolution confirming the Interim City Manager's appointment of Doug Sisk as a member of the Duncanville Civil Service Commission for a three (3) year term, to expire October 31, 2026.

Vision Statement:

“Duncanville, a City of Champions, is a safe, vibrant, diverse community committed to excellence in education, business, and good governance.”

Pillar:

- **Emphasize: Government Accountability, Customer Service, Efficiency and Process Improvement**
 - **Develop a high performing organization that encourages innovation, transparency, and collaboration while delivering exceptional customer service.**

STAFF RESPONSIBLE:

Todd C. Siegel, HR and Civil Service Director

BACKGROUND/HISTORY:

For a Civil Service Commission, consisting of three members appointed by the municipality's chief executive officer, and confirmed by the governing body of the municipality. The Commission's duties are also established by Chapter 143, but the primary responsibility of the Commission is to serve as an appeal board for fire and police employees who request the Commission to act as an impartial third party to review or investigate an action over which they have authority. Oftentimes, this concerns disciplinary actions.

Per Section 143.006, the Commission members serve staggered three-year terms with the term of one member expiring each year and members may serve three consecutive terms.

Persons appointed to the Commission must:

- be of good moral character;
- be a United States citizen;
- be a resident of the municipality and have resided in the municipality for more than three years;
- be over the age of 25 years; and
- not have held public office within the preceding three years

This will be Doug Sisk's first term to serve on the Civil Service Commission. Mr. Sisk is a five-year resident of Duncanville and a former Civil Service protected Police Officer for 35 years, which is valuable as a Commissioner.

POLICY EXPLANATION:

Section 143.006 (b) of the Texas Local Government Code states, "The commission consists of three members appointed by the municipality's chief executive and confirmed by the governing body of the municipality." After conferring with Police Chief Mark LiVigni, and Fire Chief Sam Rohde, it is my desire to appoint Mr. Doug Sisk to serve as a Civil Service Commissioner through October 31, 2026.

FUNDING SOURCE:

ORG and Object Number

N/A

Available Budget

\$0.00

Purchase Amount

\$0.00

After Encumber

\$0.00

ACTION ALTERNATIVES:

1. Approve Resolution.
2. Do not approve Resolution.
3. Other actions as directed by Council.

ATTACHMENTS:

[Attachment 1 - Doug Sisk Commission Application](#)

[Attachment 2 - Resolution No. - 2023-048 - Civil Service Appointment - Doug Sisk](#)



FOR OFFICE USE ONLY

Received:	
Appointed to:	
Date Approved:	
Term Dates:	
District #:	

The Duncanville City Council is committed to building a "vibrant and inclusive community, driven by a commitment to democratic principles and service above self." Through a diverse and inclusive voice from our Boards and Commissions, we hope to bridge the gap between citizens and City Council, forging the future of Duncanville! To begin the process, we would like for you to answer some questions below. We desire to partner you with a Board or Commission you wish to serve with and match your talents. Thank you again for your interest and willingness to serve your community!

City of Duncanville Boards and Commission Application

PUBLIC INFORMATION NOTICE

Certain information submitted on the Boards and Commission Application is subject to the Texas Information Act and may be disclosed to anyone requesting this information. The act allows a board member of a governmental body to choose whether to allow public access to the information in the custody of the city that relates to the home address and phone numbers. This designation can be made on the application. **I ELECT TO WITHHOLD THE FOLLOWING INFORMATION FROM PUBLIC ACCESS below: (mark through selection: Disclose or Do not disclose**

Disclose Do not disclose HOME ADDRESS TELEPHONE NUMBER Disclose Do not disclose

To be eligible to serve, one must be a resident of the City of Duncanville and not be in arrears on City of Duncanville ad valorem taxes, fines, or fees.

Name: Doug Sisk	Occupation: Public Information Officer
Home [REDACTED], Texas 75116	
Telephone Number: [REDACTED]	Email [REDACTED]
Registered Voter: Yes / No yes	Resident for # of Years in City: 5+

Would you please indicate the Board or Commission you prefer serving on by numbering them in order from 1 to 5

City Planning & Zoning Commission		Parks & Recreation Advisory Board	
Civil Service Commission	x	Sign Control Board	
Duncanville Community & Economic Development Corporation (DCEDC)		Tax Increment Finance Reinvestment Zone Board	
Keep Duncanville Beautiful Board		Tri-City Animal Shelter	
Library Advisory Board		Zoning Board of Adjustment	
Neighborhood Vitality Commission		Arts Commission	
Multicultural Commission		Community Engagement Advisory Board	

Why are you interested in applying for this specific Board or Commission?
To continue my service to the city.

What do you hope to accomplish by serving on this Board or Commission?
To help be lead by example to others to serve

What experience do you possess that will be helpful to the mission of this Board or Commission?
I have more than 35 years of public safety experience.

How will you engage other citizens to provide you a perspective or recommendations?
To engage as I have for the past 35+ years in the community.

What concerns, if any, do you have about issues facing Duncanville?
Economic growth.

Are you, or a member of your family, involved in any business transaction with the City of Duncanville? If yes, please explain below.
Pay my water bill every month. Until 3-31-2022 recieved a paycheck from the city.

Have you ever been convicted of a felony? If yes, please explain below.
No

Pursuant to Ordinance No. 1975, members of boards and commissions shall not be delinquent in the payment of ad valorem taxes, except for the duration of a timely protest in accordance with law and shall not be delinquent in the payment of any fine owing to the City.

The following information is needed for verification purposes.

Complete legal name: Douglas Wayne Sisk

The complete legal name of spouse: Rachel Ann Sisk

Home address: 246 W. Davis St. Ducanville.

List all properties that you own or have an interest in within the City of Duncanville:

[REDACTED]

List all businesses that you own or have an interest in within the City of Duncanville:

None

Signature: _____



Date: _____

4/13/23

Please return your completed application to the City Secretary's Office at City Hall, 203 E Wheatland Rd., Duncanville, TX 75116 or via electronic mail (e-mail) at citysecretary@duncanvilletx.gov or citysecretary@duncanvilletx.gov

2

**APPLICATIONS ARE KEPT ON FILE FOR ONE YEAR
AND ARE ALWAYS WELCOME AS VACANCIES MAY OCCUR THROUGHOUT THE YEAR.**

RESOLUTION NO. 2023-048

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, CONFIRMING APPOINTMENT OF THE INTERIM CITY MANAGER OF DOUG SISK AS A MEMBER OF THE DUNCANVILLE CIVIL SERVICE COMMISSION FOR THREE (3) YEAR TERM; AND, PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Interim City Manager is by state law required to appoint members to the Duncanville Civil Service Commission; and

WHEREAS, Doug Sisk meets all the qualifications required by Section 143.006 of the Texas Local Government Code; and

WHEREAS, Doug Sisk has previously served as a member of the Duncanville Police Department and is familiar with Civil Service; and

WHEREAS, Interim City Manager, Robert Brown, has appointed Doug Sisk to the Duncanville Civil Service Commission subject to the confirmation of the City Council; and

WHEREAS, the City Council desires to confirm the appointment of Doug Sisk to the Duncanville Civil Service Commission to serve a three (3) year term; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, THAT:

SECTION 1. The Duncanville City Council hereby confirms the appointment of Doug Sisk to the Duncanville Civil Service Commission to serve a three (3) year term.

SECTION 2. This Resolution shall become effective immediately upon its passage.

DULY RESOLVED AND ADOPTED by the City Council of the City of Duncanville,
Texas, on the 6th day of July, 2023.

APPROVED:

Barry L. Gordon, Mayor

ATTEST:

Kristin Downs, Interim City Secretary

APPROVED AS TO FORM:

Robert E. Hager, City Attorney



STAFF REPORT

MEETING: Special Called Meetings - 06 Jul 2023

TITLE:

Consider a Resolution approving the procurement of equipment, goods, and services to complete the technology requirements and implementation services for the new Fire Station No. 271 in an estimated expenditure amount of \$1,079,404.65.

Vision Statement:

“Duncanville, a City of Champions, is a safe, vibrant, diverse community committed to excellence in education, business, and good governance.”

Pillar:

- **Advance: Marketing Strategy of the City and Community Engagement Plan**
 - **Strengthen communication and engagement within the community while championing the City of Duncanville regionally, nationally, and internationally.**
- **Develop: Infrastructure Improvement Strategy**
 - **Ensure the viability and adaptability of the city’s infrastructure, facilities, and transportation network through thoughtful financial and long-term planning.**

STAFF RESPONSIBLE:

Jacqueline R. Culton, P.E., MBA, Director of Public Works (Interim)
Gwendolyn Spencer, IT Director

BACKGROUND/HISTORY:

In November 2018, the citizens of Duncanville approved a bond package that included Proposition C for the construction of a new Fire Station No. 271 and Emergency Operations Center (EOC) to replace the existing Fire Station No. 1 located at 323 West Camp Wisdom Road, as well as the EOC.

On December 3, 2019, the City Council approved a Construction Manager at Risk (CMAR) contract with CORE Construction Services of Texas, Inc. As the Construction Manager at Risk, the CMAR contract provides for Core Construction Services to deliver the construction project within a Guaranteed Maximum Price (GMP) based on the construction documents and specifications. The Duncanville City Council approved the GMP in the amount of \$7,591,908.00 on June 7, 2022.

The GMP includes the construction cost, Construction Manager at Risk fee, bonds, and insurance cost. The GMP price does not include the City provided equipment, goods, and services relative to the technological requirements. Additionally, the GMP does not include any furniture for the fire station to be purchased at a later date. City staff estimated that up to approximately \$480,000.00 would be required for furniture, fixtures, and equipment expenditures for the new Fire Station No. 271.

The technology equipment, goods, and services required to complete the station include telecommunications (fiber and internet), network infrastructure (switches, routers, access points, power, servers, storage, business computing devices, and peripherals), security (cameras, keypads, doorbells, and panic alarms), and audiovisual equipment (display monitors, conference equipment, business computing devices, and peripherals).

POLICY EXPLANATION:

By approving this Resolution, City Council authorizes the purchase of the equipment, goods, and services to complete the technology improvements needed for the new Fire Station Number No. 271 and the new Emergency Operations Center.

EQUIPMENT/GOODS/SERVICES DESCRIPTION	VENDOR	BUDGET	SOURCE OF FUNDS	COOPERATIVE
Network Infrastructure	QNet	\$55,561.80	ARPA	TIPS
Telecommunications (Temporary Fiber)	AT&T	\$27,216.00	ARPA	DIR
Telecommunications (Fiber)	AT&T	\$338,750.00	ARPA	DIR
Telecommunications (Internet)*	AT&T	\$24,000.00	Operating Budget	DIR
Video Management (Cameras/Access Control)**	Paladin	\$124,805.07	ARPA	Cooperative Purchasing Venture
Video Management System (Server Upgrade)	Paladin	\$24,071.38	ARPA	Cooperative Purchasing Venture
Computer Equipment (EOC)	Dell	\$268,011.40	ARPA	DIR
Audio Visual System (EOC Equipment)	Digital Resources	\$216,989.00	ARPA	TIPS
	Total:	\$1,079,404.65		

*Internet costs are estimated at this time. While the estimated cost is proposed for approval under this agenda item, the internet for the new fire station will be purchased in FY24.

**The cameras/access control quote includes costs to replace the cameras at Duncanville Fire Station No. 2. These cameras must be replaced to be compatible with the new equipment installed at the new Fire Station No. 271.

Information Technology infrastructure to be purchased from Verizon, in addition to fire suppression, furniture, fixtures, and other equipment, will be the subject of a future agenda item.

The quotes for the above-referenced security and network-related IT equipment, goods, and services are redacted in accordance with Texas Government Code, Section 551.089, Deliberation Regarding Security Devices or Security Audits, which reads as follows:

"This chapter does not require a governmental body to conduct an open meeting to deliberate:

- 1) security assessments or deployments relating to information resources technology;
- 2) network security information as described by Section 2059.055 (Restricted Information) (b); or
- 3) the deployment, or specific occasions for implementation, of security personnel, critical infrastructure, or security devices."

FUNDING SOURCE:

ORG and Object Number

01011400-700451 (General Fund/Info Tech/Maintenance Agreement), 75800001-700232-ARPA4 (ARPA/ARPA/Computer Hardware), and 75800001-708102-ARPA4 (ARPA/ARPA/Construction)

<u>Available Budget</u>	<u>Purchase Amount</u>	<u>After Encumber</u>
\$1,055,404.65	\$1,055,404.65	\$0.00

ACTION ALTERNATIVES:

1. Approve the use of unallocated FY 2023 ARPA funds to procure equipment, goods, and implementation services to complete the new Fire Station No. 271 technology requirements in an estimated amount of \$1,055,404.65. And subject to future appropriation, funds (\$24,000) for internet services in the FY 2024 general operating budget. The services in FY 2024 will not impede the opening or operations. The total additional funds requested to date for the Fire Station is \$1,079,404.65.
2. Do not approve the use of unallocated FY 2023 ARPA funds to procure equipment, goods, and implementation services to complete the new Fire Station No. 271 technology requirements in an estimated amount of \$1,055,404.65. Additionally, do not authorize funds (\$24,000), subject to appropriation, for internet services in the FY 2024 general operating budget.
3. Other actions as directed by Council.

ATTACHMENTS:

[Resolution No. - 2023-053 - IT Infrastructure Purchases for Fire Station No. 271](#)

RESOLUTION NO. 2023-053

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, AWARDBING BIDS FOR THE PROCUREMENT OF EQUIPMENT, GOODS, AND SERVICES TO COMPLETE THE TECHNOLOGY REQUIREMENTS AND IMPLEMENTATION SERVICES FOR THE NEW FIRE STATION NO. 271 ATTACHED HERETO AND INCORPORATED HEREIN AS EXHIBIT "A", FOR AN ESTIMATED EXPENDITURE AMOUNT NOT TO EXCEED OF \$1,079,404.65; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Duncanville desires to continue its commitment to making infrastructure improvements to ensure the public safety of its citizens, residents, and visitors; and

WHEREAS, the residents of the City of Duncanville approved a bond package, including Bond Proposition C, for the construction of a new Fire Station No. 271 and Emergency Operations Center to replace the existing Fire Station No. 1 located at 323 West Camp Wisdom Road; and

WHEREAS, it is necessary to procure equipment, goods, and services to complete the technology requirements and implementation services for the new Fire Station No. 271; and

WHEREAS, the City Council of the City of Duncanville desires to approve the procurement of goods and services to complete the technology requirements and implementation services for the new Fire Station No. 271 in an estimated expenditure amount of \$1,079,404.65.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, THAT:

SECTION 1. The City Council of the City of Duncanville hereby awards bids for the procurement of equipment, goods, and services to complete the technology requirements and implementation services for the new Fire Station No. 271, attached hereto and incorporated herein as Exhibit "A", for an estimated expenditure amount not to exceed of \$1,079,404.65.

SECTION 2. The City Council of the City of Duncanville hereby authorizes the City Manager, or designee, to execute the appropriate and necessary contracts, documents, and/or purchase orders.

SECTION 3. This Resolution shall become effective immediately upon its passage.

DULY RESOLVED AND ADOPTED by the City Council of the City of Duncanville,
Texas, on the 6th day of July, 2023.

APPROVED:

Barry L. Gordon, Mayor

ATTEST:

Kristin Downs, Interim City Secretary

APPROVED AS TO FORM:

Robert E. Hager, City Attorney

Exhibit A



Quote

Quote Number: 2092

Payment Terms:
Expiration Date: 07/31/2023

Quote Prepared For

Mayowa Ekundayo Titiloye
City of Duncanville
203 E. Wheatland Road
Duncanville, TX 75116
United States
Phone: 972.780.5087
mayowa.titiloye@duncanvilletx.gov

Quote Prepared By



Item#	Quantity	Item	Unit Price	Adjusted Unit Price	Extended Price	
One-Time Items						
1)	6		\$1,560.00	\$1,560.00	\$9,360.00	
2)	1		\$1,078.00	\$1,078.00	\$1,078.00	
3)	15		\$15.00	\$15.00	\$225.00	
4)	1		\$334.00	\$334.00	\$334.00	
5)	1		\$334.80	\$334.80	\$334.80	
6)	3		\$33.00	\$33.00	\$99.00	
7)	1		\$44.00	\$44.00	\$44.00	
8)	10		\$90.00	\$90.00	\$900.00	
9)	10		\$108.00	\$108.00	\$1,080.00	
10)	10		\$33.00	\$33.00	\$330.00	
11)	10		\$55.00	\$55.00	\$550.00	
12)	10		\$314.40	\$314.40	\$3,144.00	
13)	1		\$33.00	\$33.00	\$33.00	
14)	1		\$2,500.00	\$2,500.00	\$2,500.00	
15)	1		\$2,000.00	\$2,000.00	\$2,000.00	
16)	200		\$150.00	\$150.00	\$30,000.00	
17)	3		\$800.00	\$800.00	\$2,400.00	
18)	1		\$250.00	\$250.00	\$250.00	
19)	6		\$150.00	\$150.00	\$900.00	
One-Time Total				\$55,561.80		
Fire Station			Subtotal		\$55,561.80	
			Total Taxes		\$0.00	
			Total		\$55,561.80	

Authorizing Signature _____

Date _____

*** For hardware purchases , payment is due at the time hardware is received. ***

*** Payment for labor is due when work agreed upon is complete. Taxes are NOT included in this quote. An invoice will be e-mailed containing the final cost including tax. ***

****DISCLAIMER**** When quoting labor: Hours are based on an ideal environment. More hours could be used for problems associated with incompatible hardware and software. Actual hours used will be billed.

* Past Due Accounts and Collection Costs for overdue amounts shall be subject to a monthly finance charge. In addition, customer shall reimburse all costs and expenses for attorney's fees incurred in collecting any amounts past due.

*Additional training or Professional Services can be provided at our standard rates.

****NOTE**** To Ensure that your quote is complete and accurate, please verify the configuration meets your need.

City of Duncanville Interim Solution



AT&T proposal for the City of Duncanville
a comprehensive interim solution

May 11, 2023



Proposal for a comprehensive interim solution

Presented to City of Duncanville by AT&T

Jacqueline Culton, Director of Public Works
 203 E WHEATLAND RD
 DUNCANVILLE, TX 751164898
 jculton@duncanville.com
 Office: 972.780.5000



Solution

We've assessed your information and developed a comprehensive interim solution that addresses your business needs. The solution includes the following components:

- **AT&T Dedicated Ethernet** is a fiber-based, point-to-point solution that connects your data service within the same local access and transport area (intraLATA) and transmits data at speeds up to 100 Gbps as either native Ethernet or Optical Transport Network (OTN) formats. AT&T Dedicated Ethernet supports an unprotected and non-diverse configuration and also offers you optional diversity and data protection features.
- **Wireless services** is a set of mobile solutions, devices, applications, and plans that empower collaboration, helping you maximize workforce productivity and innovation, streamline operations, and improve responsiveness to your clients and colleagues. Wireless services enable organizations to be more mobile than ever—traveling to clients, working from remote locations, and using mobile devices to communicate while on the go or to connect to corporate resources.
- **Mobile Rate Plans from AT&T** provide a wide array of choices to meet your business needs. With unlimited, pooled, and shared data options, you're sure to find the plan that's right for your organization. For details, see [Attachments: Rate Plans](#).

May 11, 2023

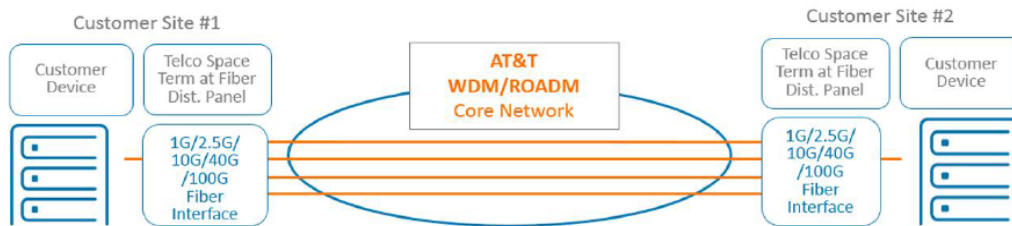
Copyright Notice and Statement of Confidentiality—© 2023 AT&T Intellectual Property. AT&T and globe logo are registered trademarks and service marks of AT&T Intellectual Property and/or AT&T affiliated companies. All other marks are the property of their respective owners. The contents of the Proposal (except for pricing applicable to E-Rate funded services) are unpublished, proprietary, and confidential and may not be copied, disclosed, or used, in whole or in part, without the express written permission of AT&T Intellectual Property or affiliated companies, except to the extent required by law and insofar as is reasonably necessary in order to review and evaluate the information contained herein.

Page 6 of 48

Proposal for a comprehensive interim solution for City of Duncanville



AT&T Dedicated Ethernet Network Architecture—This is a high-level representation of an AT&T Dedicated Ethernet point-to-point network arrangement.



Pricing

The comprehensive interim solution includes the following components and pricing (note: NRC = non-recurring charge and MRC = monthly recurring charge):

Product	Quantity	NRC	MRC
AT&T Dedicated Ethernet (ADE)	2	\$0.00	\$1,134.00

Total Pricing	
MRC each site	NRC
\$567.00	\$0.00

AT&T Advantages

AT&T gives you the following advantages:

- **#1 in Customer Satisfaction**—AT&T is tops in customer satisfaction for business wireline service delivered to large enterprise customers for the fifth straight year in the J.D. Power Business Wireline Satisfaction study.¹
- **Global Business Communications Leader**—Nearly 2.5 million businesses, from small businesses to the largest global companies, turn to AT&T. This includes approximately

¹ AT&T received the highest score among large enterprises in the J.D. Power 2018-2022 U.S. Business Wireline Satisfaction Studies of customers' satisfaction with their business wireline data and voice service provider. Visit [jdpower.com/awards](https://www.jdpower.com/awards) for more details.

Proposal for a comprehensive interim solution for City of Duncanville



2,000 of the largest multinational customers (MNCs) that do business on more than two continents and have significant networking requirements in the U.S.

- **Investing in Our Network**—AT&T is consistently one of the top annual investors of capital in the U.S. Over the past five years (2018-2022), we invested more than \$140 billion in our wireless and wireline networks, including capital investments and acquisition of wireless spectrum.

You've seen from our proposal that we understand your objectives and have the expertise and resources to support them. We look forward to working with you to implement the comprehensive interim solution and help you achieve your business goals.

Important Information

Coverage is not available in all areas. AT&T wireless coverage maps are available at www.wireless.att.com/coverageviewer. Wireless service is subject to transmission limitations and terrain, system, capacity and other limitations. Availability, security, speed, timeliness, accuracy and reliability of service are not guaranteed by AT&T. When outside coverage area, access will be limited to information and applications previously downloaded to or resident on your device.

AT&T Dedicated Ethernet is provided by AT&T's Incumbent Local Exchange Carrier (ILEC) affiliates within their 21-state operating territories, and by AT&T's Competitive Local Exchange Carrier (CLEC) affiliates (Teleport Communications America, LLC (TCAL) or its subsidiaries) in selected areas throughout the United States.

Proposal Validity Period—The information and pricing contained in this proposal is valid for a period of 30 days from the date written on the proposal cover page unless rescinded or extended in writing by AT&T.

Terms and Conditions—This Proposal is conditioned upon negotiation of mutually acceptable terms and conditions.

Proposal Pricing—Pricing proposed herein is based upon the specific product/service mix and locations outlined in this Proposal. Any changes or variations in the proposed terms and conditions, the products/services/quantities, length of term, locations, and/or design described herein may result in different pricing. Prices quoted do not include applicable taxes, surcharges, or fees. In accordance with the tariffs or other applicable service agreement terms, Customer is responsible for payment of such charges.

Providers of Service—Subsidiaries and affiliates of AT&T Inc. provide products and services under the AT&T brand. Either AT&T Corp. or AT&T Mobility National Accounts LLC is the proposer for itself and on behalf of its service-providing affiliates.

Software—Any software used with the products and services provided in connection with this Proposal will be governed by the written terms and conditions applicable to such software. Title to software remains with AT&T or its supplier. Customer must comply with all such terms and conditions, and they will take precedence over any agreement between the parties as relates to such software.

Copyright Notice and Statement of Confidentiality—© 2023 AT&T Intellectual Property. AT&T and globe logo are registered trademarks and service marks of AT&T Intellectual Property and/or AT&T affiliated companies. All other marks are the property of their respective owners. The contents of the Proposal (except for pricing applicable to E-Rate funded services) are unpublished, proprietary, and confidential and may not be copied, disclosed, or used, in whole or in part, without the express written permission of AT&T Intellectual Property or affiliated companies, except to the extent required by law and insofar as is reasonably necessary in order to review and evaluate the information contained herein.

Attachments: Rate Plans



AT&T Wireless Broadband Core
AT&T Wireless Broadband Pro
AT&T Wireless Broadband Ultra



Wireless data designed with your business essential applications and budget in mind



Wireless isn't just for smartphones anymore. It's evolved to help enterprises increase their network efficiency, agility, and control at nearly every level. Whether it's used as the primary or failover service, AT&T Wireless Broadband plans can provide a cost-effective network alternative for business-critical applications, a diverse backup option for business data applications, and a quick deployment option for new and remote business locations, including work from home.

AT&T Wireless Broadband plans can give your company's business connectivity the boost it needs to handle today's business data needs:

- Get the additional bandwidth you need to run your most important business applications, including point-of-sale, electronic time clocks and cloud-based applications.
- Get connectivity for your business apps up and running when wireline options aren't available.
- Create a diverse, flexible, and manageable business network connection using cellular. All plans include access to AT&T 5G/5G+ services, where available.¹

Please note that plans require sufficient in building cellular coverage for optimal performance.

¹ Requires a compatible 5G and/or 5G+ device and plan. **May not be available in your area.** 5G+ is available only in very limited parts of select cities. See att.com/5Gforyou for coverage details. Other restrictions apply. Plans with maximum data speeds may not enable you to experience the highest available speeds when accessing 5G and/or 5G+ services.

See page 2 for additional plan details.

AT&T Wireless Broadband Core
 AT&T Wireless Broadband Pro
 AT&T Wireless Broadband Ultra



AT&T Wireless Broadband plans can also help you keep your bottom line in check. Our plans are based on maximum speeds, not on the amount of data you use, so there are no overage charges. Whether you are a large enterprise looking for a plan with a higher maximum speed to support a lot of business-critical data or a small to mid-sized business needing lower maximum speeds to support a few business applications, your bill is predictable from month-to-month.

Check to see if AT&T Wireless Broadband is right for your location:

For optimal AT&T Wireless Broadband performance, your location must have sufficient in-building cellular coverage. As a result, **AT&T strongly recommends that you assess your location's in-building coverage before purchasing one of our AT&T Wireless Broadband plans.** Please note that cellular coverage is not available everywhere and is not guaranteed. Additionally, indoor coverage will differ from outdoor coverage. You are responsible for confirming that AT&T Wireless Broadband will meet your connectivity needs at the installation address and in-building location you specify.

Choose how you use your AT&T Wireless Broadband:

Primary connection. AT&T Wireless Broadband provides a cost effective, readily deployable connection to your coverage qualified branch or remote offices where lack of wireline service or the high costs of special construction limit your options.

New technologies. Using AT&T Wireless Broadband as a dedicated connection for new applications enables your business to adopt new technologies that can help you innovate without adding unnecessary congestion to your wireline network.

Network augmentation. Establish an active-active network with your business essential applications like timekeeping and point of sale riding the AT&T wireless network with AT&T Wireless Broadband, and your high-usage applications like public Wi-Fi and streaming services riding your wireline connection.

"Always-on" failover. Why would you pay for a backup network connection and then not use it regularly? AT&T Wireless Broadband offers a highly reliable and diverse internet access option that can serve your day-to-day data needs and function as a secondary connection in the event your primary connection fails. In the event of a wireline outage, you can switch those connections to AT&T Wireless Broadband.

¹ Requires a compatible 5G and/or 5G+ device. **May not be available in your area.** 5G+ is available only in very limited parts of select cities. See att.com/5Gforyou for coverage details. Other restr's apply.

² Video typically streams at standard definition. Content bundled with video may be slow to load. Go to att.com/myatt or att.com/premier to change your settings to view in higher definition. Details at att.com/VideoFeature.

³ Feature requires a compatible feature allowance) for eligible data originating on and traveling over the AT&T-owned domestic 4G LTE network. Feature does not prioritize your data ahead of all other data, which may receive similar or higher priority level, or provide priority network access or preemption capabilities. Other restr's apply.

See page 3 for additional plan details.

Potential Benefits

- Fast, highly reliable connections for business-critical applications
- Predictable monthly charges
- Efficiently and effectively connect your qualified site

Plan Features

All AT&T Wireless Broadband plans can support a 4G LTE or 5G and/or 5G+ device¹

Additional features include:

- High Definition video streaming (with Video Management feature turned off)²
- An AT&T Business Fast Track allowance, which enables a differentiated (enhanced versus "best effort") network experience for eligible business data originating on and traveling over the AT&T-owned domestic 4G LTE network - a benefit when the network is congested³

AT&T Wireless Broadband Core
AT&T Wireless Broadband Pro
AT&T Wireless Broadband Ultra



Wireless data plans designed with your business-essential applications and budget in mind.

- Get the additional bandwidth you need to run your most important business applications.
- Get connectivity up and running for your router when wireline options aren't available.
- Create a diverse, flexible, and manageable business network connection using cellular.

With 3 plan options to choose from, all with no overage charges, how will you put AT&T Wireless Broadband to work for your business?

Choose an AT&T Wireless Broadband plan for your eligible router or mobile hotspot device				
Monthly plan prices below are after AutoPay and paperless bill discount.*				
Plan ¹	Monthly service charge*	Data	Data restrictions	AT&T Business Fast Track allowance ³
AT&T Wireless Broadband Core	\$65	Unlimited	Data speed up to 25 Mbps. After 100GB, AT&T may temporarily slow data speeds if the network is busy	15GB
AT&T Wireless Broadband Pro ²	\$75	Unlimited	Data speed up to 50 Mbps. After 125GB, AT&T may temporarily slow data speeds if the network is busy	30GB
AT&T Wireless Broadband Ultra ²	\$95	Unlimited	Data speed up to 100 Mbps. After 175GB, AT&T may temporarily slow data speeds if the network is busy	50GB

Fees extra.

* **Advertised monthly pricing is only for new plans currently offered to customers as of February 15, 2023.** Brochure does not reflect retired plans available prior to that date. **What you will see on your bill:** Advertised monthly pricing includes (a) a monthly plan charge for data service (\$70, \$80, or \$100, depending on the plan), and (b) a \$5 monthly discount when enrolled in both AutoPay & paperless billing, which starts within 2 bills after enrollment.

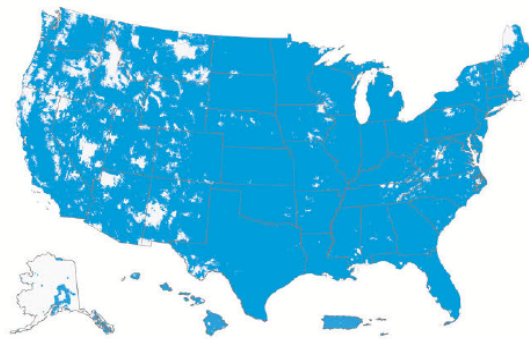
¹ Data throughput speeds are capped at a maximum available data speed, which may not provide you with the highest speed available in a location at a specific point in time. **Each plan's "up to" data speed is not guaranteed to be your actual speed. Actual speeds vary and may be affected by a number of factors, including your proximity to a cell site, the capacity of the cell site, the number of other users connected to the same cell site, the surrounding terrain, AT&T network management practices, the applications you use, and your in-building coverage.**

² Data throughput speeds of up to 50 Mbps and up to 100 Mbps require a wireless router or mobile hotspot device with a Category 18 or higher modem and use where enhanced AT&T 4G LTE-Advanced service or 5G and/or 5G+ service is available.

³ Feature is available (up to applicable feature allowance) for eligible data originating on and traveling over the AT&T-owned domestic 4G LTE network. Feature does not prioritize your data ahead of all other data, which may receive similar or higher priority level, or provide priority network access or preemption capabilities. Other restr's apply.

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AT&T Wireless Broadband Core
AT&T Wireless Broadband Pro
AT&T Wireless Broadband Ultra



■ AT&T Coverage Area
■ No Service Area

Map shows approx. outdoor coverage in domestic licensed/roaming areas. Actual coverage may differ. Service not available everywhere. See att.com/coverageviewer for coverage details. For add'l info on 5G/5G+, see att.com/5Gforyou.

AT&T WIRELESS BROADBAND CORE, AT&T WIRELESS BROADBAND PRO & AT&T WIRELESS BROADBAND ULTRA PLANS: Available only to business and government customers with a qualified wireless service agreement that includes, without limitation, the Additional Service and Equipment-Related Terms found at att.com/abs-addtl-terms (Business Agreement) For Corporate Responsibility User (CRU) lines of service only. **All wireless services are subject to the terms and conditions of your Business Agreement.**
AVAILABILITY: Plan requires sufficient in-building cellular coverage to work optimally. AT&T does not guarantee the sufficiency of in-building coverage at a specific location.
DEVICES: Plans are limited to one CRU line and require a qualified data-only wireless router or mobile hotspot device (sold separately) using business applications. **PRICING:** Monthly price includes a monthly plan charge for data service (\$70, \$80, or \$100, depending on the plan). **AutoPay & Paperless Bill Discount:** \$5 discount is applied to the monthly plan charge when account is active & enrolled in both. Discount starts within 2 bill cycles. Pay full plan cost until discount starts. **OTHER RESTRICTIONS & FEES:**
Activation/upgrade fee per line (up to \$50) & deposit may apply. Credit approval may be required. If you purchased a device that requires a term commitment, an **Early Termination/Cancellation Fee** applies if you cancel service after the first 30 days & before your term ends. See att.com/returns for details on what fee may apply for your device and how the fee is prorated over time. AT&T reserves the right to suspend or terminate service to your account, place any noncomplying device on an appropriate plan, and/or add any other required element of a plan. **ADDITIONAL MONTHLY FEES & TAXES:** Apply per line & include Regulatory Cost Recovery Charge (up to \$150), Administrative Fee (up to \$199), Property Tax Allotment surcharge (\$0.20-\$0.45) & other AT&T fees which are not government-required surcharges, as well as taxes. Additional one-time Fees may apply. See att.com/mobilityfees for more details. **UNLIMITED DATA:** For use in the United States (Domestic Coverage Area or DCA) only. All AT&T service is subject to AT&T network management policies. See att.com/broadbandinfo for details. Tethering/mobile hotspot use is allowed with compatible devices. **DATA SPEEDS:** AT&T Wireless Broadband Core has a maximum data speed of 25 Mbps, AT&T Wireless Broadband Pro has a maximum data speed of 50 Mbps, and AT&T Wireless Broadband Ultra has a maximum data speed of 100 Mbps. 50 Mbps and 100 Mbps maximum data speeds are not available in all coverage areas and require (a) a device capable of using enhanced AT&T 4G LTE-Advanced technologies or 5G/5G+ service and (b) use where those respective services are available. Speeds vary, may be affected by a number of factors, and are not guaranteed. **DATA RESTRICTIONS:** After data usage on a line reaches its plan's applicable data usage threshold in a bill cycle, or the remainder of the cycle AT&T may temporarily slow data speeds on that line if the network is busy. The applicable data usage threshold is 100GB for the AT&T Wireless Broadband Core plan, 125GB for the AT&T Wireless Broadband Pro plan, or 175GB for the AT&T Wireless Broadband Ultra plan. **VIDEO STREAMING:** Plan includes the Video Management feature. We aim to render streaming video in standard definition (max 1.5 Mbps) though some video cannot be identified. Sometimes, other content that content providers bundle with streaming video may be impacted and slowed, including downloads. In certain situations, we may deliver video content faster or at higher definition. To experience higher definition video when available, or if you have an issue, turn the feature off or back on any time at att.com/myatt or att.com/premier. Details at att.com/VideoFeature. **5G SERVICE:** Requires compatible 5G device and plan. 5G service may not be available in your area. See att.com/5Gforyou for coverage details. Plans with maximum data speeds may not enable you to experience the highest available speeds when accessing 5G service. **5G+ SERVICE:** Requires compatible 5G+ device and plan. 5G+ service is only available in very limited parts of select cities. See att.com/5Gforyou for cities. Plans with maximum data speeds may not enable you to experience the highest available speeds when accessing 5G+ service. Other restrictions apply. **AT&T BUSINESS FAST TRACK:** Uses quality of service (QoS) network technology to provide a differentiated (i.e., enhanced versus "best effort") network experience for (depending on your selected plan) the first 15GB, 30GB or 50GB per month of eligible business application data traffic originating on and traversing over the AT&T-owned domestic 4G LTE network (excluding microcells, AT&T Wi-Fi service, and roaming partner networks), benefitting you during times of network congestion. **Usage Allowance:** Your Business Fast Track allowance is 15GB per month with the AT&T Wireless Broadband Core plan, 30GB per month with the AT&T Wireless Broadband Pro plan, or 50GB per month with the AT&T Wireless Broadband Ultra plan. After your Business Fast Track allowance is exhausted in a bill cycle, all data traffic will be handled on a "best-efforts" basis until the beginning of the next billing cycle. **Limitations:** Business Fast Track does not (a) prioritize data traffic ahead of all other data traffic (which may receive a similar or higher QoS), (b) provide priority access to available AT&T network resources, or (c) provide preemption capabilities. **Termination or Suspension:** AT&T reserves the right to terminate, suspend or restrict your access to Business Fast Track if your use of the feature is inconsistent with its intended use or the Business Agreement. **COVERAGE:** Coverage map may include areas that are served by unaffiliated carriers & not on AT&T's owned and operated network (off-net). Coverage is subject to change without notice. **OFF-NET USAGE:** Domestic off-net (roaming) data usage may be at 2G speeds. **Excessive Off-Net Usage:** You get an off-net (roaming) usage allowance for each service (see Business Agreement). If you exceed the allowance, your service(s) may be restricted or terminated. **Business Agreement Discounts:** Plans are not eligible for any CRU service discount described in your Business Agreement.

All offers, promotions, pricing, terms, restrictions & conditions subject to change & may be modified, discontinued or terminated at any time without notice.

To learn more about how AT&T Wireless Broadband can work for your business, visit att.com/AWB.



Quote #: GBS398476-01

Quote Date: 06/01/2023

AT&T Point of Contact:

[REDACTED]

Quotation Prepared for:

City of Duncanville, TX
203 E Wheatland Rd
Duncanville, TX 75116

City of Duncanville, TX
Phone: 972-780-5000

[REDACTED]

Refer to attached Scope of Work Sheet(s) - Attachment A

Refer to attached Assumptions Sheet(s) - Attachment B

This Quotation is provided subject to the Terms and Conditions of the attached AT&T Master Agreement and Pricing Schedule (MA). If awarded the project, AT&T will require negotiation and execution of the MA along with this Quotation.

This quote is valid until 07/01/2023. After that date, the proposal is subject to price verification/adjustment.

Installation on an expedited basis will require a separate charge to cover short interval shipping and/or premium labor charges that are not reflected in this quotation.

Billing policy shall be as agreed upon in the Master Agreement and Pricing Schedule (MA) between AT&T and City of Duncanville, TX unless mutually agreed upon changes are stated herein.

Total Material Price = \$87,250.00

Total Installation (Labor) Price = \$251,500.00

Grand Total (excluding expedited shipping or taxes) = \$338,750.00

Attachment A - Scope of Work

[illegible]

Attachment A - Scope of Work

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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Attachment A - Scope of Work

[illegible]

Attachment A - Scope of Work

Attachment B - Assumptions

[illegible]

Attachment B - Assumptions

A horizontal bar chart with 10 categories, each represented by a black square. Each category has one or more horizontal bars of varying lengths extending to the right. The bars are solid black and vary in length, with some categories having multiple bars.

[illegible]

Attachment B - Assumptions

[illegible]

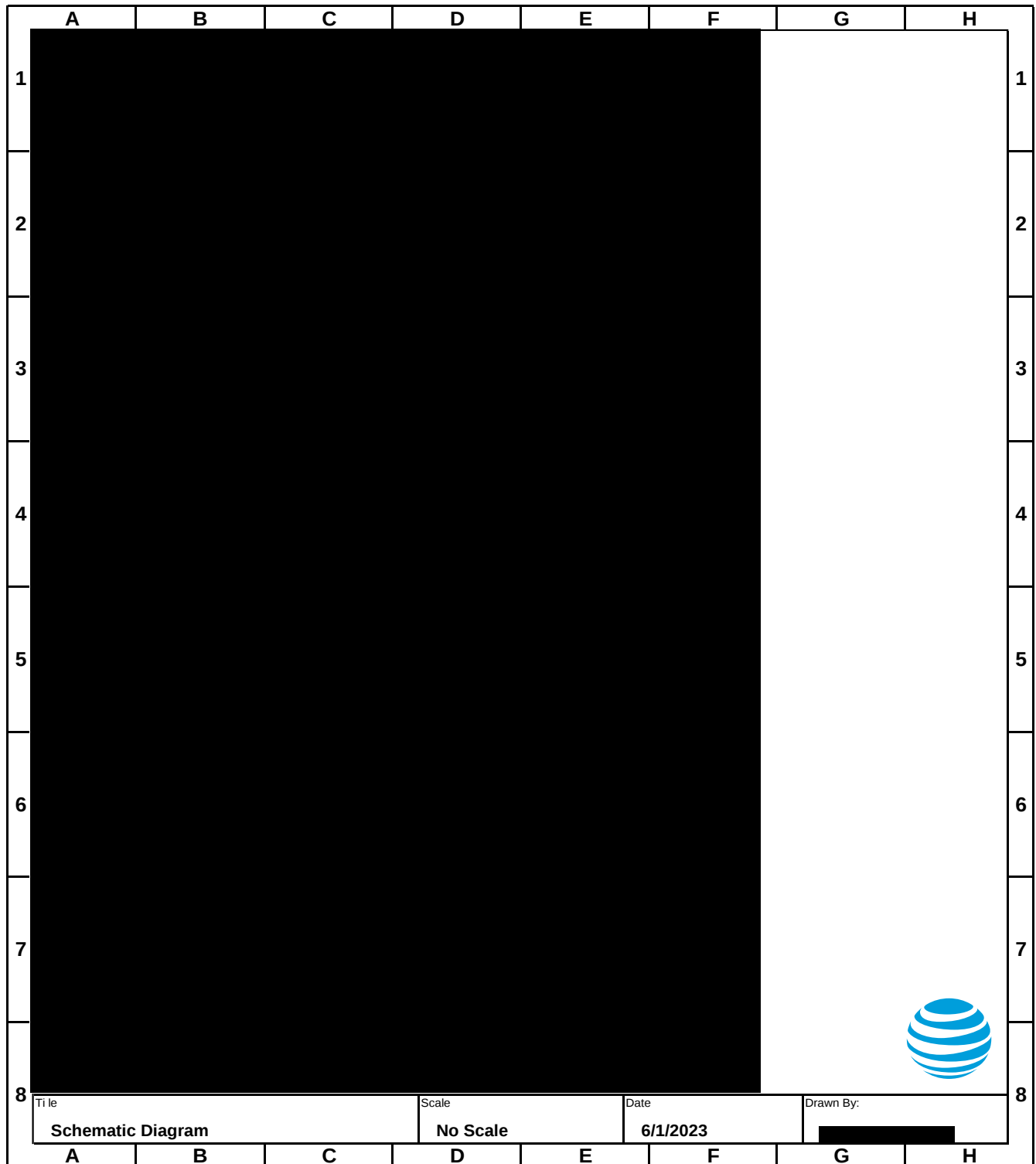
Attachment B - Assumptions

[illegible]

Attachment C - Bill of Materials / Project Report

Description	Qty	Unit	Extended Price
Materials			
	8250	FT	
	7500	FT	
	2	EA	
	2	EA	
	48	EA	
	2	EA	
	100	FT	
	20	EA	
	7500	FT	
	2	EA	
	10	EA	
	1	LS	
	1	LS	
	1	LS	
Materials Sub-total			\$87,250.00
Labor			
	8250	FT	
	2	EA	
	24	EA	
	12	EA	
	100	FT	
	20	EA	
	6850	FT	
	1	EA	
	10	EA	
	15	EA	
	2	EA	
	2	EA	
	1	LS	
	1	ls	
Labor Sub-total			\$251,500.00
Grand Total			\$338,750.00
<i>Prices above do not reflect Shipping or Taxes.</i>			

Attachment D - Diagram



Location Pricing Details

Location	Feature	Qty.	Non Recurring	Monthly Recurring
New Fire Station 308 W CAMP WISDOM RD, DUNCANVILLE, TX, 75116-3331	AT&T Dedicated Internet		\$0.00	\$1,184.50
	500 Mbps Minimum Commitment		\$0.00	\$259.50
	500 Mbps Access		\$0.00	\$925.00
	Installation		\$0.00	\$0.00
Location Total			\$0.00	\$1,184.50

Location	Feature	Qty.	Non Recurring	Monthly Recurring
Duncanville Library 201 JAMES COLLINS BLVD, DUNCANVILLE, TX, 75116-4818	AT&T Dedicated Internet		\$0.00	\$1,184.50
	500 Mbps Minimum Commitment		\$0.00	\$259.50
	500 Mbps Access		\$0.00	\$925.00
	Installation		\$0.00	\$0.00
Location Total			\$0.00	\$1,184.50

Disclaimer: This quote/proposal is not a firm offer to purchase, and is for budgetary purposes only.
Only the contract for this solution is a firm offer to purchase.



QUOTATION: 211674
 VideoTronix Incorporated
 401 West Travelers Trail
 Burnsville, MN 55337

BILL TO:		JOB LOCATION:	
COMPANY:	City of Duncanville	COMPANY:	City of Duncanville [REDACTED]
ADDRESS:	203 East Wheatland Road	ADDRESS:	[REDACTED]
		SALES REP:	[REDACTED]
		PHONE:	[REDACTED]
	Duncanville, TX 75116-4824	EMAIL:	[REDACTED]
CONTACT:	Gwen Spencer	CONTACT:	[REDACTED]
PHONE:	972-780-5087	PHONE:	(972)780-4920

TITLE:
 City of Duncanville Fire Station 2

SCOPE OF WORK:
 [REDACTED]

PART NUMBER	PART DESCRIPTION	QTY	UNIT PRICE	TOTAL PRICE
[REDACTED]	[REDACTED]	1.00	\$1,627.34	\$1,627.34
[REDACTED]	[REDACTED]	1.00	\$1,447.65	\$1,447.65
[REDACTED]	[REDACTED]	5.00	\$391.95	\$1,959.75
[REDACTED]	[REDACTED]	3.00	\$1,065.80	\$3,197.40
[REDACTED]	[REDACTED]	4.00	\$111.18	\$444.72
[REDACTED]	[REDACTED]	6.00	\$111.18	\$667.08
[REDACTED]	[REDACTED]	5.00	\$99.95	\$499.75
[REDACTED]	[REDACTED]	2.00	\$476.92	\$953.84
[REDACTED]	[REDACTED]	1.00	\$74.02	\$74.02
[REDACTED]	[REDACTED]	2.00	\$953.49	\$1,906.98
[REDACTED]	[REDACTED]	10.00	\$250.00	\$2,500.00
[REDACTED]	[REDACTED]	120.00	\$4.26	\$511.20
[REDACTED]	[REDACTED]	10.00	\$111.18	\$1,111.80
[REDACTED]	[REDACTED]			\$11,220.00
[REDACTED]	[REDACTED]			\$1,280.00
[REDACTED]	[REDACTED]			\$1,080.00
[REDACTED]	[REDACTED]	1.00	\$546.15	\$546.15
[REDACTED]	[REDACTED]	1.00	\$652.31	\$652.31
[REDACTED]	[REDACTED]	1.00	\$0.00	\$0.00

IF YOU WANT TO ACCEPT THIS PROPOSAL AND RELATED STATEMENT OF WORK, PLEASE SIGN AND RETURN

BUYER: _____ BUYER SIGNATURE: _____ DATE: _____
 (Print Name)



QUOTATION: 211674
 VideoTronix Incorporated
 401 West Travelers Trail
 Burnsville, MN 55337

EQUIPMENT:	\$17,447.68
LABOR:	\$13,580.00
SUBCONTRACTOR:	\$0.00
FREIGHT:	\$652.31
SUBTOTAL:	\$31,679.99
ESTIMATED TAX*:	\$0.00
TOTAL:	\$31,679.99

**Sales Tax amount is an estimate and is subject to change based on local, city, state, or federal laws.*

IF YOU WISH TO ACCEPT THIS PROPOSAL AND RELATED STATEMENT OF WORK, PLEASE SIGN AND RETURN

BUYER: _____ BUYER SIGNATURE: _____ DATE: _____
 (Print Name)



QUOTATION: 209975
 VideoTronix Incorporated
 401 West Travelers Trail
 Burnsville, MN 55337

BILL TO:		JOB LOCATION:	
COMPANY:	City of Duncanville	COMPANY:	City of Duncanville [REDACTED]
ADDRESS:		ADDRESS:	[REDACTED]
		SALES REP:	[REDACTED]
		PHONE:	[REDACTED]
		EMAIL:	[REDACTED]
CONTACT:		CONTACT:	
PHONE:		PHONE:	(972)780-4920

TITLE:

City of Duncanville Fire Station #1 [REDACTED]

SCOPE OF WORK:

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

The pricing included in this proposal is in accordance with VTI Security's Minnesota State Contract number 93104, with current amendment No. 04 to SWIFT Contract No. 93104, Release No. S-1006(5)

PART NUMBER	PART DESCRIPTION	QTY	UNIT PRICE	TOTAL PRICE
[REDACTED]	[REDACTED]	1.00	\$2,191.79	\$2,191.79
[REDACTED]	[REDACTED]	5.00	\$1,056.43	\$5,282.15
[REDACTED]	[REDACTED]	10.00	\$303.57	\$3,035.70
[REDACTED]	[REDACTED]	1.00	\$9,114.29	\$9,114.29
[REDACTED]	[REDACTED]	1.00	\$2,300.00	\$2,300.00
[REDACTED]	[REDACTED]	1.00	\$612.86	\$612.86
[REDACTED]	[REDACTED]	9.00	\$271.41	\$2,442.69
[REDACTED]	[REDACTED]	10.00	\$16.01	\$160.10
[REDACTED]	[REDACTED]	9.00	\$91.41	\$822.69
[REDACTED]	[REDACTED]	11.00	\$7.35	\$80.85

IF YOU WANT TO ACCEPT THIS PROPOSAL AND RELATED STATEMENT OF WORK, PLEASE SIGN AND RETURN

BUYER: _____ BUYER SIGNATURE: _____ DATE: _____
 (Print Name)



QUOTATION: 209975

VideoTronix Incorporated
401 West Travelers Trail
Burnsville, MN 55337

[REDACTED]	[REDACTED]	3.00	\$977.14	\$2,931.42
[REDACTED]	[REDACTED]	1.00	\$4,003.24	\$4,003.24
[REDACTED]	[REDACTED]	1.00	\$391.18	\$391.18
[REDACTED]	[REDACTED]	1.00	\$33.09	\$33.09
[REDACTED]	[REDACTED]	1.00	\$96.54	\$96.54
[REDACTED]	[REDACTED]	1.00	\$430.01	\$430.01
[REDACTED]	[REDACTED]	50.00	\$20.99	\$1,049.50
[REDACTED]	[REDACTED]	1.00	\$68.73	\$68.73
[REDACTED]	[REDACTED]	1.00	\$170.69	\$170.69
[REDACTED]	[REDACTED]	4.00	\$82.39	\$329.56
[REDACTED]	[REDACTED]	4.00	\$92.81	\$371.24
[REDACTED]	[REDACTED]	4.00	\$87.60	\$350.40
[REDACTED]	[REDACTED]	2.00	\$332.67	\$665.34
[REDACTED]	[REDACTED]	1.00	\$989.67	\$989.67
[REDACTED]	[REDACTED]	5.00	\$1,511.10	\$7,555.50
[REDACTED]	[REDACTED]	1.00	\$1,511.10	\$1,511.10
[REDACTED]	[REDACTED]	2.00	\$885.39	\$1,770.78
[REDACTED]	[REDACTED]	1.00	\$92.47	\$92.47
[REDACTED]	[REDACTED]	11.00	\$212.50	\$2,337.50
[REDACTED]	[REDACTED]	11.00	\$42.50	\$467.50
[REDACTED]	[REDACTED]	9.00	\$103.24	\$929.16
[REDACTED]	[REDACTED]			\$31,680.00
[REDACTED]	[REDACTED]			\$3,600.00
[REDACTED]	[REDACTED]			\$3,168.00
[REDACTED]	[REDACTED]	1.00	\$1,000.00	\$1,000.00
[REDACTED]	[REDACTED]	1.00	\$466.67	\$466.67
[REDACTED]	[REDACTED]	1.00	\$622.67	\$622.67
[REDACTED]	[REDACTED]	1.00	\$0.00	\$0.00

EQUIPMENT:	\$54,054.41
LABOR:	\$38,448.00
SUBCONTRACTOR:	\$0.00
FREIGHT:	\$622.67

IF YOU WISH TO ACCEPT THIS PROPOSAL AND RELATED STATEMENT OF WORK, PLEASE SIGN AND RETURN

BUYER: _____ BUYER SIGNATURE: _____ DATE: _____
(Print Name)



QUOTATION: 209975

VideoTronix Incorporated
401 West Travelers Trail
Burnsville, MN 55337

SUBTOTAL:	\$93,125.08
ESTIMATED TAX*:	\$0.00
TOTAL:	\$93,125.08

**Sales Tax amount is an estimate and is subject to change based on local, city, state, or federal laws.*

IF YOU WANT TO ACCEPT THIS PROPOSAL AND RELATED STATEMENT OF WORK, PLEASE SIGN AND RETURN

BUYER: _____ BUYER SIGNATURE: _____ DATE: _____
(Print Name)



QUOTATION: 213059
 VideoTronix Incorporated
 401 West Travelers Trail
 Burnsville, MN 55337

BILL TO:		JOB LOCATION:		
COMPANY:	City of Duncanville	COMPANY:	City of Duncanville	DATE:
ADDRESS:	203 East Wheatland Road	ADDRESS:	203 East Wheatland Road	SALES REP:
				PHONE:
	Duncanville, TX 75116-4824		Duncanville, TX 75116-4824	EMAIL:
CONTACT:	Gwen Spencer	CONTACT:		
PHONE:		PHONE:	(972)780-5087	

TITLE:
 [REDACTED]

SCOPE OF WORK:
 [REDACTED]

PART NUMBER	PART DESCRIPTION	QTY	UNIT PRICE	TOTAL PRICE
[REDACTED]	[REDACTED]	2.00	\$11,507.69	\$23,015.38
[REDACTED]	[REDACTED]			\$1,056.00
[REDACTED]	[REDACTED]	1.00	\$0.00	\$0.00
[REDACTED]	[REDACTED]	1.00	\$0.00	\$0.00

EQUIPMENT:	\$23,015.38
LABOR:	\$1,056.00
SUBCONTRACTOR:	\$0.00
FREIGHT:	\$0.00
SUBTOTAL:	\$24,071.38
ESTIMATED TAX*:	\$0.00
TOTAL:	\$24,071.38

**Sales Tax amount is an estimate and is subject to change based on local, city, state, or federal laws.*

IF YOU WANT TO ACCEPT THIS PROPOSAL AND RELATED STATEMENT OF WORK, PLEASE SIGN AND RETURN

BUYER: _____ BUYER SIGNATURE: _____ DATE: _____
 (Print Name)



A quote for your consideration

Based on your business needs, we put the following quote together to help with your purchase decision. Below is a detailed summary of the quote we've created to help you with your purchase decision.

To proceed with this quote, you may respond to this email, order online through your [Premier page](#), or, if you do not have Premier, use this [Quote to Order](#).

Quote No.		Sales Rep	
Total	\$268,011.40	Phone	
Customer #	2433879	Email	
Quoted On	Jun. 23, 2023	Billing To	TRACY BEEKMAN
Expires by	Jul. 23, 2023		CITY OF DUNCANVILLE
Contract Name	Texas Department of Information Resources (TX DIR)		203 E WHEATLAND RD
Contract Code			DUNCANVILLE, TX 75116-4898
Customer Agreement #	TX DIR-TSO-3763		
Solution ID	17899597.2		
Deal ID	26067126		

Message from your Sales Rep

Please contact your Dell sales representative if you have any questions or when you are ready to place an order. Thank you for shopping with Dell!

Regards,
[Redacted]

Shipping Group

Shipping To	Shipping Method	Install At
GWENDOLYN SPENCER CITY OF DUNCANVILLE 203 E WHEATLAND RD DUNCANVILLE, TX 75116-4898 (972) 780-5087	Standard Delivery	CITY OF DUNCANVILLE

Solution Name:
[Redacted]

Product	Unit Price	Quantity	Subtotal
[Redacted]	\$146,942.68	1	\$146,942.68
[Redacted]	\$40,356.24	3	\$121,068.72

Subtotal:	\$268,011.40
Shipping:	\$0.00
Non-Taxable Amount:	\$268,011.40
Taxable Amount:	\$0.00
Estimated Tax:	\$0.00

Total:	\$268,011.40
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Shipping Group Details

Shipping To	Shipping Method	Install At
GWENDOLYN SPENCER CITY OF DUNCANVILLE 203 E WHEATLAND RD DUNCANVILLE, TX 75116-4898 (972) 780-5087	Standard Delivery	CITY OF DUNCANVILLE
Solution Name: [REDACTED]		

	Quantity	Subtotal
[REDACTED]	1	\$146,942.68
Estimated delivery if purchased today: Jul. 13, 2023 Contract # [REDACTED] Customer Agreement # TX DIR-TSO-3763		

Description	SKU	Unit Price	Quantity	Subtotal
[REDACTED]	[REDACTED]	-	1	-
[REDACTED]	[REDACTED]	-	1	-
[REDACTED]	[REDACTED]	-	1	-
[REDACTED]	[REDACTED]	-	1	-
[REDACTED]	[REDACTED]	-	1	-
[REDACTED]	[REDACTED]	-	1	-
[REDACTED]	[REDACTED]	-	1	-
[REDACTED]	[REDACTED]	-	1	-
[REDACTED]	[REDACTED]	-	1	-
[REDACTED]	[REDACTED]	-	1	-
[REDACTED]	[REDACTED]	-	1	-
[REDACTED]	[REDACTED]	-	1	-
[REDACTED]	[REDACTED]	-	1	-
[REDACTED]	[REDACTED]	-	10	-
[REDACTED]	[REDACTED]	-	1	-
[REDACTED]	[REDACTED]	-	10	-
[REDACTED]	[REDACTED]	-	1	-
				Quantity Subtotal
[REDACTED]		\$40,356.24	3	\$121,068.72
Estimated delivery if purchased today: Jul. 10, 2023 Contract # [REDACTED] Customer Agreement # TX DIR-TSO-3763				

Description	SKU	Unit Price	Quantity	Subtotal
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[illegible]

[REDACTED]	[REDACTED]	-	3	-
[REDACTED]	[REDACTED]	-	3	-
[REDACTED]	[REDACTED]	-	3	-
[REDACTED]	[REDACTED]	-	3	-
[REDACTED]	[REDACTED]	-	3	-
[REDACTED]	[REDACTED]	-	3	-
[REDACTED]	[REDACTED]	-	3	-
[REDACTED]	[REDACTED]	-	3	-
[REDACTED]	[REDACTED]	-	3	-
[REDACTED]	[REDACTED]	-	48	-
[REDACTED]	[REDACTED]	-	6	-
[REDACTED]	[REDACTED]	-	15	-

Subtotal:	\$268,011.40
Shipping:	\$0.00
Estimated Tax:	\$0.00
Total:	\$268,011.40

Important Notes

Terms of Sale

This Quote will, if Customer issues a purchase order for the quoted items that is accepted by Supplier, constitute a contract between the entity issuing this Quote ("Supplier") and the entity to whom this Quote was issued ("Customer"). Unless otherwise stated herein, pricing is valid for thirty days from the date of this Quote. All product, pricing and other information is based on the latest information available and is subject to change. Supplier reserves the right to cancel this Quote and Customer purchase orders arising from pricing errors. Taxes and/or freight charges listed on this Quote are only estimates. The final amounts shall be stated on the relevant invoice. Additional freight charges will be applied if Customer requests expedited shipping. Please indicate any tax exemption status on your purchase order and send your tax exemption certificate to Tax_Department@dell.com or ARSalesTax@emc.com, as applicable.

Governing Terms: This Quote is subject to: (a) a separate written agreement between Customer or Customer's affiliate and Supplier or a Supplier's affiliate to the extent that it expressly applies to the products and/or services in this Quote or, to the extent there is no such agreement, to the applicable set of Dell's Terms of Sale (available at www.dell.com/terms or www.dell.com/oemterms), or for cloud/as-a-Service offerings, the applicable cloud terms of service (identified on the Offer Specific Terms referenced below); and (b) the terms referenced herein (collectively, the "Governing Terms"). Different Governing Terms may apply to different products and services on this Quote. The Governing Terms apply to the exclusion of all terms and conditions incorporated in or referred to in any documentation submitted by Customer to Supplier.

Supplier Software Licenses and Services Descriptions: Customer's use of any Supplier software is subject to the license terms accompanying the software, or in the absence of accompanying terms, the applicable terms posted on www.Dell.com/eula. Descriptions and terms for Supplier-branded standard services are stated at www.dell.com/servicecontracts/global or for certain infrastructure products at www.dell.com/en-us/customer-services/product-warranty-and-service-descriptions.htm.

Offer-Specific, Third Party and Program Specific Terms: Customer's use of third-party software is subject to the license terms that accompany the software. Certain Supplier-branded and third-party products and services listed on this Quote are subject to additional, specific terms stated on www.dell.com/offeringspecificterms ("Offer Specific Terms").

In case of Resale only: Should Customer procure any products or services for resale, whether on standalone basis or as part of a solution, Customer shall include the applicable software license terms, services terms, and/or offer-specific terms in a written agreement with the end-user and provide written evidence of doing so upon receipt of request from Supplier.

In case of Financing only: If Customer intends to enter into a financing arrangement ("Financing Agreement") for the products and/or services on this Quote with Dell Financial Services LLC or other funding source pre-approved by Supplier ("FS"), Customer may issue its purchase order to Supplier or to FS. If issued to FS, Supplier will fulfill and invoice FS upon confirmation that: (a) FS intends to enter into a Financing Agreement with Customer for this order; and (b) FS agrees to procure these items from Supplier. Notwithstanding the Financing Agreement, Customer's use (and Customer's resale of and the end-user's use) of these items in the order is subject to the applicable governing agreement between Customer and Supplier, except that title shall transfer from Supplier to FS instead of to Customer. If FS notifies Supplier after shipment that Customer is no longer pursuing a Financing Agreement for these items, or if Customer fails to enter into such Financing Agreement within 120 days after shipment by Supplier, Customer shall promptly pay the Supplier invoice amounts directly to Supplier.

Customer represents that this transaction does not involve: (a) use of U.S. Government funds; (b) use by or resale to the U.S. Government; or (c) maintenance and support of the product(s) listed in this document within classified spaces. Customer further represents that this transaction does not require Supplier's compliance with any statute, regulation or information technology standard applicable to a U.S. Government procurement.

For certain products shipped to end users in California, a State Environmental Fee will be applied to Customer's invoice. Supplier encourages customers to dispose of electronic equipment properly.

Electronically linked terms and descriptions are available in hard copy upon request.

^DELL BUSINESS CREDIT (DBC): Offered to business customers by WebBank, who determines qualifications for and terms of credit. Taxes, shipping and other charges are extra and vary. The Total Minimum Payment Due is the greater of either \$20 or 3% of the New Balance shown on the statement rounded up to the next dollar, plus all past due amounts. Dell and the Dell logo are trademarks of Dell Inc.

PROPOSAL

DRI-2212

Presented By:

Digital Resources Inc

2107 Greenbriar Drive
Suite B
Southlake, TX 76092 US
(817) 481-9300
www.digitalresources.com



Leading AV Design and Integration

HUB / Woman Owned Business ID: 49129

Duncanville Firestation NEW EOC

City of Duncanville

Sales Rep: [REDACTED]
Valid For: 30 Days
Revision: 1
Date: 6/9/2023
Terms: Net 30

Co-Op

Contract Type: Technology Solutions
Products and Services
TIPS Contract Number: 230105
Contract Expiration Date: 05/31/2028

Duncanville Firestation NEW EOC

Project No : DRI-2212

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Displays and Mounting			
3	[REDACTED]	\$2,066.00	\$6,198.00
1	[REDACTED]	\$2,066.00	\$2,066.00
2	[REDACTED]	\$150.00	\$300.00
2	[REDACTED]	\$3,063.00	\$6,126.00
2	[REDACTED]	\$22,297.00	\$44,594.00
6	[REDACTED]	\$100.00	\$600.00
Displays and Mounting Total			\$59,884.00

Video Switching and Distribution

5	[REDACTED]	\$563.00	\$2,815.00
9	[REDACTED]	\$1,526.00	\$13,734.00
12	[REDACTED]	\$1,526.00	\$18,312.00
4	[REDACTED]	\$26.00	\$104.00
2	[REDACTED]	\$653.00	\$1,306.00
1	[REDACTED]	\$4,554.00	\$4,554.00
Video Switching and Distribution Total			\$40,825.00

Camera System

2	[REDACTED]	\$1,667.00	\$3,334.00
2	[REDACTED]	\$3,700.00	\$7,400.00
2	[REDACTED]	\$92.00	\$184.00
Camera System Total			\$10,918.00

		Control System	
1	[REDACTED]	\$2,054.00	\$2,054.00
2	[REDACTED]	\$3,599.00	\$7,198.00
1	[REDACTED]	\$2,666.00	\$2,666.00
1	[REDACTED]	\$1,600.00	\$1,600.00
2	[REDACTED]	\$306.00	\$612.00
Control System Total			\$14,130.00

		Audio	
8	[REDACTED]	\$117.00	\$936.00
1	[REDACTED]	\$4,180.00	\$4,180.00
1	[REDACTED]	\$713.00	\$713.00
1	[REDACTED]	\$4,201.00	\$4,201.00
Audio Total			\$10,030.00

		BYOD/Wireless Video	
2	[REDACTED]	\$2,575.00	\$5,150.00
BYOD/Wireless Video Total			\$5,150.00

Audio/Video Network

2		\$7,108.00	\$14,216.00
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	Audio/Video Network Total		\$14,216.00
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Power

2		\$225.00	\$450.00
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2		\$920.00	\$1,840.00
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2		\$852.00	\$1,704.00
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	Power Total		\$3,994.00
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Racks and Furniture

1		\$204.00	\$204.00
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1		\$3,980.00	\$3,980.00
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	Racks and Furniture Total		\$4,184.00
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Cables, Connectors and Misc Hardware

1

\$6,500.00

\$6,500.00

1

1

5

8

5

1

6

5

4

150

36

150

700

3400

8

1

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300	[REDACTED]
4	[REDACTED]
10	[REDACTED]
1	[REDACTED]
5	[REDACTED]
9	[REDACTED]
12	[REDACTED]
5	[REDACTED]
10	[REDACTED]

Cables, Connectors and Misc Hardware Total

\$6,500.00

Programming

1	[REDACTED]	\$6,400.00	\$6,400.00
1	[REDACTED]	\$2,100.00	\$2,100.00

Programming Total

\$8,500.00

Engineering & Installation

1	[REDACTED]	\$28,658.00	\$28,658.00
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Engineering & Installation Total

\$28,658.00

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Owner Furnished Equipment (OFE)

1	[REDACTED]	\$0.00	\$0.00
4	[REDACTED]	\$0.00	\$0.00
4	[REDACTED]	\$0.00	\$0.00
4	[REDACTED]	\$0.00	\$0.00
4	[REDACTED]	\$0.00	\$0.00

Owner Furnished Equipment (OFE) Total **\$0.00**

Contingency

1	[REDACTED]	\$10,000.00	\$10,000.00
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Contingency Total **\$10,000.00**

Project Subtotal: **\$216,989.00**

QUOTE SUMMARY

Equipment:	\$188,331.00
Labor:	\$28,658.00
Grand Total:	\$216,989.00

Scope of Work:

Fire Station EOC:

Multiple large displays will be deployed with multi screen and full screen capabilities with audio video control via PC or Touch panels.

Contract Type: Technology Solutions Products and Services

TIPS Contract Number: 230105

Contract Expiration Date: 05/31/2028

Work Delays:

This proposal for installation work has been estimated by working in a continuous manner, free from debris from other trades or delays preventing work during normal business hours. If DRI work under this proposal is interrupted by no fault of DRI, then a Minimum \$500 per incident rescheduling fee will apply. DRI will make every effort to accomodate where applicable.

Warranty:

Digital Resources certified system installation work carries a 1 year on-site workmanship guarantee. All new equipment provided will have a 1 year minimum manufacturer warranty. DRI will provide free telephone support and will have a 48 hour response on service requests. Warranty service will cover the repair or replacement of equipment that is equal to or equivalent loaner equipment where applicable. Any product defects and or failures will be subject to the specific manufacturer's warranty repair or replacement policy, which may or may not include the cost of on-site service labor. If the field engineer/technician determines that the defect is not relative to failed physical workmanship of the installation provided by DRI, standard service rates may be applied and billed accordingly. On-site labor to inspect, trouble shoot, remove and install faulty equipment is not included under the warranty and is subject to standard DRI service rates. All freight charges to return warranty repairs and/or returns will be billed accordingly.

Digital Resources strives to offer excellent service and support. Please consult with our company representative for information on additional service level agreement options.

Reference Quote # **DRI-2212** Client PO#: _____ Print Name: _____ Title: _____

Client: _____ Date _____

Customer Approval:

Please sign above as an authorized agent, approving the products and services proposed. By signing OR emailing your approval, you agree to Digital Resources standard terms and conditions, along with the conditions set forth as written in this proposal. Partial shipments will be shipped and invoiced unless noted otherwise. Taxes and shipping charges will be invoiced separately. Final scope of work and engineering may provide for a change in fees or services which you agree to upon approving this order.

*** Purchase will be taxable according to state / local tax laws for point of delivery. Unless information is completed below.*

NO _____ Tax ID # _____ (A Sales Tax Exempt Form Must Be On File)

Email To: orders@digitalresources.com

Thank you for your business!

Duncanville Firestation NEW EOC

Project No : DRI-2212

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