CA102204

SHELBY COUNTY BOARD OF COMMISSIONERS
AGENDA ROUTE SHEET

Referred to Commission Committee: _____

For Commission Action on: _____

DESCRIPTION OF ITEM:

RESOLUTION APPROVING CONTRACT AMENDMENT BETWEEN SHELBY COUNTY GOVERNMENT, ON BEHALF OF THE JUVENILE COURT OF MEMPHIS AND SHELBY COUNTY, AND SOFTTEC, INC. IN THE AMOUNT NOT TO EXCEED $20,400.00 FOR THE PROVISION OF ADDITIONAL PROGRAMMING AND SOFTWARE MODIFICATION ON THE JUVENILE COURT CASE MANAGEMENT SYSTEM AND APPROPRIATION OF SAID FUNDS. THIS ITEM REQUIRES AN EXPENDITURE OF $20,400.00. THIS RESOLUTION IS SPONSORED BY COMMISSIONER SIDNEY CHISM.

CHECK ALL THAT APPLY BELOW:

_____ This Action does NOT require expenditure of funds.

___x___ This Item requires/approves expenditure of funds as follows (complete all that apply):

County General Funds: $_____; County CIP Funds- $_____

Federal thru State Grant Funds: $20,400.00 ; State Gas Tax Funds: $_____

Federal Grant Funds: $_____

Other funds (Specify source and amount): $_____

Other pass-thru funds (Specify source and amount): $ _____

Originating Department: **Juvenile Court – Child Support Division**

APPROVAL:

	(Type your name & phone #.)	(Initials)	(Date)
Dept. Head:			
Elected Official:	Larry K. Scroggs 405-8518		5-21-09
Division Director:			
CIP – A&F Director:			
Finance Dept.	Mike Swift	MAS	5/28/09
County Attorney:	Mary L. Bright	mlb	5-27-09
CAO/Mayor:	James F. Huntzicker 545-4514		6/1/09

SUMMARY SHEET

I. Description of Item

RESOLUTION APPROVING CONTRACT AMENDMENT BETWEEN SHELBY COUNTY GOVERNMENT, ON BEHALF OF THE JUVENILE COURT OF MEMPHIS AND SHELBY COUNTY, AND SOFTTEC, INC. IN THE AMOUNT NOT TO EXCEED $20,400.00 FOR THE PROVISION OF ADDITIONAL PROGRAMMING AND SOFTWARE MODIFICATION ON THE JUVENILE COURT CASE MANAGEMENT SYSTEM AND APPROPRIATION OF SAID FUNDS. THIS ITEM REQUIRES AN EXPENDITURE OF $20,400.00. THIS RESOLUTION IS SPONSORED BY COMMISSIONER SIDNEY CHISM.

II. Source and Amount of Funding

Juvenile Accountability Block Grant Fund (JABG) Line Item Number 294-707004-6646, Professional Fees

$20,400.00

III. Additional Information Relevant to Approval of this Item

Softtec, Inc. provides Juvenile Court with the juvenile case management system. The annual contract for FY 2008/2009 system maintenance and licensing is $83,000.00.

Supplemental JABG funding in the amount of $20,400.00 for additional programming and system modification will increase the total contract amount to $103,400.00.

Projects covered under contract amendment shall be completed by September 30, 2009, the end of the JABG grant period.

Projects covered under the contract amendment include:

- Programming modification for required changes to enable proper monthly reporting (State Disk) format as required by AOC
- Modification of four (4) Hanover House Reports for compatibility with all Youth Services Bureau case management programs
- System modification to allow for record search of the docket system by docket number
- Development of a new daily report for Detention Center school attendance

ITEM #_____ PREPARED BY: Dini Malone

SPONSORED BY COMMISSIONER CHISM APPROVED BY: _____

DESCRIPTION OF ITEM:

RESOLUTION APPROVING CONTRACT AMENDMENT BETWEEN SHELBY COUNTY GOVERNMENT, ON BEHALF OF THE JUVENILE COURT OF MEMPHIS AND SHELBY COUNTY, AND SOFTTEC, INC. IN THE AMOUNT NOT TO EXCEED $20,400.00 FOR THE PROVISION OF ADDITIONAL PROGRAMMING AND SOFTWARE MODIFICATION ON THE JUVENILE COURT CASE MANAGEMENT SYSTEM AND APPROPRIATION OF SAID FUNDS. THIS ITEM REQUIRES AN EXPENDITURE OF $20,400.00. THIS RESOLUTION IS SPONSORED BY COMMISSIONER SIDNEY CHISM.

WHEREAS, Shelby County Government, on behalf of the Juvenile Court of Memphis and Shelby County, has entered into an agreement with Softtec, Inc. during fiscal year 2008-2009 for the provision of maintenance and licensing for the Juvenile Court case management system in the amount of $83,000.00; and

WHEREAS, there exists a need for additional software development for the case management system; and

WHEREAS, Softtec, Inc. is capable of providing the services; and

WHEREAS, funds in the amount of $20,400.00 are available in the approved budget of the Juvenile Accountability Block Grant in Line Item Nunber 294-707004-6646, Professional Fees; and

WHEREAS, it is necessary to amend the current contract between Shelby County Government on behalf of the Juvenile Court of Memphis and Shelby County and Softtec, Inc. in the amount of $83,000.00 to include an additional $20,400.00 to provide for additional programming and software modification bringing the current total price to $103,400.00.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF SHELBY COUNTY, TENNESSEE, that the contract amendment with Softtec, Inc. is hereby approved in the amount not to exceed $20,400.00 for software development services for the period of June 1, 2009 through September 30, 2009 and said funds be and are hereby appropriated.

BE IT FURTHER RESOLVED, that the County Mayor is hereby authorized to execute this contract amendment.

BE IT FURTHER RESOLVED, that the Mayor and the Director of Administration and Finance are hereby authorized to issue their warrant or warrants to the extent of appropriations made in this resolution pursuant to the terms and conditions of the contract, and to take proper credit in their accounting therefor.

BE IT FURTHER RESOLVED, that this resolution shall take effect immediately, the public welfare requiring the same.

A C Wharton Jr., County Mayor

Date: _____

ATTEST:

Clerk of County Commission

ADOPTED _____

CONTRACT NO. CA 092204

CONTRACT AND ENCUMBRANCE INFORMATION SHEET

AN ORIGINAL AND 1 COPY OF THIS FORM MUST BE SUBMITTED

THIS SHEET MUST BE COMPLETED, SIGNED BY THE DEPARTMENT HEAD AND DIVISION DIRECTOR AND ATTACHED TO ALL CONTRACT AND RESOLUTION PACKETS BEFORE ANY ACTION WILL BE TAKEN.

1. Department Requesting Services: Juvenile Court of Memphis & Shelby Co.

2. Preparer's Name, Telephone #, and E-Mail Address:
   Dini Malone 405-8888 dini.malone@shelbycountytn.gov

3. DESCRIPTION OF ITEM TO BE PURCHASED, BUILT, OR SERVICE TO BE PROVIDED:
   JCS (Juvenile Court System) case management system development and modification.

4. NAME, ADDRESS, VENDOR NUMBER, AND EOC NUMBER OF VENDOR/CONSULTANT/AGENCY WITH WHICH SHELBY COUNTY WILL BE CONTRACTING:
   Softtec, Inc.
   7621 E. Kemper, Rd.
   Cincinatti, OH 45249
   VENDOR NO. A0529
   EOC NO. EOC-V-0809-13277

5. COST OF ITEM OR SERVICE REQUESTED: $20,400.00

6. TERM OF PROPOSED CONTRACT/AGREEMENT: 6/1/2009 - 9/30-2009

7. FUND, ORG, AND ACCOUNT NUMBER (13 DIGITS) **FOR MULTIPLE ACCOUNTS, PLEASE SPECIFY DOLLAR AMOUNT FOR EACH**
   294-707004-6646

8. COMMODITY CODE:

9. VENDOR/CONSULTANT/AGENCY SELECTED BY (CHECK ONE):
   PLEASE ATTACH APPROVAL DOCUMENTS
   a. ☐ Bid/RFP Process - # & Date
   b. ☒ Emergency/Sole Source

10. LOSB/MBE INFORMATION: Please check the appropriate description
    ☐ MBE (MINORITY OWNED BUSINESS ENTERPRISE)
      ☐ MALE ☐ FEMALE
    ☐ WBE (WOMEN OWNED BUSINESS ENTERPRISE)
    ☐ LOSB (LOCALLY OWNED SMALL BUSINESS)
      ANNUAL SALES DOES NOT EXCEED $3 MILLION
    ☒ N/A

11. SPECIAL INSRUCTIONS (ROUTING, FUNDING, BUDGET TRANSFER IN PROCESS)

REVIEWED AND APPROVED BY:

	DEPARTMENT HEAD	DATE
5-21-09		5/21/09
ELECTED OFFICIAL	DIVISION DIRECTOR	DATE

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 04/22/2009

PRODUCER (865) 524-0785
John Bailey Company
P.O. Box 1429
Knoxville TN 37901-1429

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Hartford Insurance	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

INSURED
SOFTTEC, INC
621 Wall Street
Sevierville TN 37862-

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY	20SBNZ3987	04/14/2009	04/14/2010	EACH OCCURRENCE	$ 1,000,000
		X COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
		CLAIMS MADE X OCCUR		/ /	/ /	MED EXP (Any one person)	$ 10,000
						PERSONAL & ADV INJURY	$ 1,000,000
				/ /	/ /	GENERAL AGGREGATE	$ 2,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG	$ 2,000,000
		POLICY PRO-JECT LOC		/ /	/ /		
		AUTOMOBILE LIABILITY		/ /	/ /	COMBINED SINGLE LIMIT (Ea accident)	$
		ANY AUTO					
		ALL OWNED AUTOS		/ /	/ /	BODILY INJURY (Per person)	$
		SCHEDULED AUTOS					
		HIRED AUTOS		/ /	/ /	BODILY INJURY (Per accident)	$
		NON-OWNED AUTOS					
				/ /	/ /	PROPERTY DAMAGE (Per accident)	$
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	$
		ANY AUTO		/ /	/ /	OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
		EXCESS/UMBRELLA LIABILITY		/ /	/ /	EACH OCCURRENCE	$
		OCCUR CLAIMS MADE				AGGREGATE	$
							$
		DEDUCTIBLE		/ /	/ /		$
		RETENTION $					$
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	20WECJ01851	04/14/2009	04/14/2010	WC STATU-TORY LIMITS / OTH-ER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	$ 100,000
		If yes, describe under SPECIAL PROVISIONS below		/ /	/ /	E.L. DISEASE - EA EMPLOYEE	$ 100,000
						E.L. DISEASE - POLICY LIMIT	$ 500,000
		OTHER		/ /	/ /		
				/ /	/ /		
				/ /	/ /		

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

CERTIFICATE HOLDER

( ) - ( ) -

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

SHELBY COUNTY GOVERNMENT
OFFICE OF EQUAL OPPORTUNITY COMPLIANCE
CONTRACT COMPLIANCE ELIGIBILITY CERTIFICATE

1/15/2009

Company **SoftTec Inc**
7621 E Kemper Road
Cincinnati, OH 45249-1609

Total Number of Employees: 3

Company Type:
Vendor

Pursuant to section 7(c) and 7(g) of the Shelby County Restructure Act of 1974, and Resolution #17, October 20, 1986 of the Board of Commissioners, the statistics submitted by this firm have been reviewed and determined:

to be in compliance with the standards set forth in Resolution #17 and therefore is eligible to submit bids for contracts with Shelby County Government. The following Contract Compliance Eligibility number has been issued, which must be displayed on the outside of each bid envelope. The first four digits indicate expiration date of this number (MMYY), after which a review will be required.

EOC Number: EOC-V-0809-13277

Expiration Date: 08/31/2009

CWatkins

Carolyn Watkins, Administrator
Office of Equal Opportunity Compliance

CA092204

GRATUITY DISCLOSURE FORM

Shelby County Ethics Commission

INSTRUCTIONS: *This form is for all persons receiving any Shelby County Government contract, land use approval or financial grant money to report any gratuity that has been given, directly or indirectly, to any elected official, employee or appointee (including their spouses and immediate family members) who is involved in the decision regarding the contract, land use approval, or financial grant of money.*

1. **NAME**

   SoftTec, Inc

2. **DATE OF GRATUITY**

   None

3. **NATURE AND PURPOSE OF THE GRATUITY**

   N/A

4. **NAME OF THE OFFICIAL, EMPLOYEE, APPOINTEE, OR FAMILY MEMBER WHO RECEIVED THE GRATUITY**

   N/A

5. **NAME OF THE PERSON OR ENTITY THAT PROVIDED THE GRATUITY**

   N/A

6. **ADDRESS OF THE PERSON OR ENTITY THAT PROVIDED THE GRATUITY**

   N/A

7. **DESCRIPTION OF THE GRATUITY**

N/A

8. **COST OF THE GRATUITY (If cost is unknown and not reasonably discernible by the person giving the gratuity, then the person giving the gratuity shall report a good faith estimate of the cost of the gratuity.)**

N/A

9. **The information contained in this Gratuity Disclosure Form, and any supporting documentation or materials referenced herein or submitted herewith, is true and correct to the best of my knowledge, information and belief and affirm that I have not given, directly or indirectly, any gratuity to any elected official, employee or appointee (including spouse and immediate family members) that has not been disclosed and I affirm that I have not violated the provisions of the Shelby County Government Code of Ethics.**

SOFTTEC, INC

By [signature]
Signature

4/23/09
Date

RANDAL SADLER
Print Name

A copy of your completed form will be placed on the Shelby County Internet website.

Amendment to Agreement

THIS AMENDMENT (hereinafter "Amendment") is made and entered into this _____day of _____, 2009, by and between Shelby County Government on behalf of the Juvenile Court of Memphis and Shelby County (hereinafter "County") and Softtec, Inc. (hereinafter "Consultant").

WHEREAS, the parties previously entered into an agreement (hereinafter "Agreement") dated July 1, 2008, for JCS software license, maintenance and support for the period ending June 30, 2009 in the amount of $83,000.00, with the option to renew for four (4) additional one (1) year periods upon mutual written agreement of both parties.

WHEREAS, funding has been received from the Juvenile Accountability Block Grant (JABG) in the amount of $20,400.00 for computer system enhancements; and

WHEREAS, the parties now desire to enter into this amendment for the provision of additional programming and system modifications in the amount not to exceed $20,400.00.

NOW, THEREFORE, for and in consideration of the mutual promises of the parties to this agreement and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto do hereby agree as follows:

1. The Agreement between the parties is hereby amended to allow for additional programming and system modifications to include:
    - Programming and system modification to allow for proper monthly State Disk reporting as required by the State of Tennessee Administrative Office of the Courts (AOC)
    - Development of Detention Center School Attendance Report
    - System modification on four (4) Hanover House reports for compatibility with all Youth Services Bureau programs
    - System modification to allow for record search of the docket system by docket number

2. The total cost for this Amendment shall not exceed Twenty Thousand Four Hundred and 00/100 ($20,400.00) Dollars payable in accordance with the terms of the Agreement.

3. Consultant must perform all design, installation and testing services for which this Amendment provides and deliver any and all goods for which this Amendment provides on or before September 30, 2009. Unless all said services are performed and all said goods delivered on or before September 30, 2009, County shall have no monetary obligation to Consultant under this Amendment.

4. The terms and conditions of the original Agreement, except as amended herein, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment on the _____ day of _____ 2009.

JUVENILE COURT OF MEMPHIS AND SHELBY COUNTY

Larry K. Scroggs
CAO/Chief Counsel

SOFTTEC, INC.

Randal R. Sadler
President

APPROVED AS TO FORM AND LEGALITY:

Contract Administrator
Assistant County Attorney

SHELBY COUNTY GOVERNMENT

A C Wharton, Jr.
Mayor

CORPORATE ACKNOWLEDGMENT

STATE OF Ohio
COUNTY Hamilton

Before me, the undersigned Notary Public, in and for the State and County aforesaid, personally appeared Randal R. Sadler, with whom I am personally acquainted or proved to me on the basis of satisfactory evidence, and who, upon oath, acknowledged himself/herself to be president or other officer authorized by appropriate Corporate action and/or Resolution to execute the preceding instrument of Softtec, Inc. the within named bargainor, a corporation, and that he as such President, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by himself/herself as President.

WITNESS my hand and official seal at office this 14 day of May, 2009.

Notary Public

LOUIS GALLUPPI
STATE OF OHIO
MY COMMISSION EXPIRES
APRIL 7TH 2013

My Commission Expires: _____