CA108304

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 $20,000.00 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 FEDERAL GRANT FUNDS IN THE AMOUNT OF $20,000.00. 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: $_____; State Gas Tax Funds: $_____

Federal Grant Funds: $20,000.00

Other funds (Specify source and amount): $_____

Originating Department: **Juvenile Court of Memphis and Shelby County**

APPROVAL:

	(Type your name & phone #.)	(Initials)	(Date)
Dept. Head:			
Elected Official:	Larry K. Scroggs 405-8518		8-28-09
Division Director:			
CIP – A&F Director:			
Finance Dept.	Mike Swift (LRichards 9/2/09)		9/2/09
County Attorney:	Mary L. Bright		8-31-09
CAO/Mayor:	James F. Huntzicker 545-4514		9-3-2009

SUMMARY SHEET

I. Description of Item

This resolution is necessary for the approval of a contract amendment in the amount of $20,000.00 with SoftTec, Inc., the provider of Juvenile Court's case management system. The annual contract for the provision of maintenance and licensing is in the amount of $87,000.00. A contract amendment in the amount of $20,400.00 funded by the Juvenile Accountability Block Grant was approved in July, 2009. This second amendment in the amount of $20,000.00, funded by the Justice Assistance Grant, brings the fiscal year contract liability to $127,400.00. TCO has reviewed the projects on both amendments.

II. Source and Amount of Funding

Federal grant from the U.S. Department of Justice through the Edward Byrne Memorial Justice Assistance Grant (JAG), Line Item Number 198-706154-6620, Computing Services Contracted, in the amount of $20,000.00. No local match is required.

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 2009/2010 system maintenance and licensing is $87,000.00.

A contract amendment in the amount of $20,400.00 was previously approved on 7/2/09 for additional programming and system modification to be completed by September 30, 2009. This project was funded by the Juvenile Accountability Block Grant (JABG - Fund 294).

Justice Assistance Grant (JAG) funding in the amount of $20,000.00 is available in the amended budget of Juvenile Court for additional case management system enhancements to include:

- Design the Detention Fee Bill of Costs to fully automate the invoicing of parents and guardians for their children's stay in the Detention Center.
- Design recidivism reports necessary to track the success of the Court's programs and for report sharing with local and state agencies and community partners.
- Docket system modifications.
- Enhance the Juvenile Court Clerk's scanning module to allow for refined search of legal documents.

ITEM #_____ PREPARED BY: Dini Malone

SPONSORED BY COMMISSIONER CHISM APPROVED BY: W Bright

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 $20,000.00 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 FEDERAL GRANT FUNDS IN THE AMOUNT OF $20,000.00. 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 2009-2010 for the provision of maintenance and licensing for the Juvenile Court case management system in the amount of $87,000.00; and

WHEREAS, the contract was previously amended in the mount $20,400.00 for system modifications funded by the Juvenile Accountability Block Grant; 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 $20,000.00 are available in the amended budget of Juvenile Court's Justice Assistance Grant in Line Item Number 198-706154-6620, Computing Services Contracted; 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. to include an additional $20,000.00 for the provision of programming and software modification bringing the total contract liability to $127,400.00 for FY 2009-2010.

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 $20,000.00 for software development services for the period of September 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 _____

Amendment to Agreement

THIS AMENDMENT (hereinafter "Amendment") is made and entered into this 25th day of August, 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 with the option to renew for four (4) additional one (1) year periods upon mutual written agreement of both parties.

WHEREAS, the parties renewed the contract for the period of July 1, 2009 through June 30, 2010 in the amount of $87,000.00; and

WHEREAS, the parties previously amended the contract for the provision of system programming in the amount of $20,400.00; and

WHEREAS, funding has been received from the Justice Assistance Grant (JAG) in the amount of $20,000.00 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 $20,000.00.

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:
   - Design and implement the Detention Fee Bill of Costs
   - Develop recidivism reports
   - Modifications the docket system
   - Enhance the scanning module to allow for refined search of legal documents

2. The total cost for this Amendment shall not exceed Twenty Thousand and 00/100 ($20,000.00) 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 June 30, 2010. Unless all said

services are performed and all said goods delivered on or before June 30, 2010 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 25th day of August 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 25 day of August, 2009.

Notary Public

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

My Commission Expires: ~~MY COMMISSION EXPIRES~~

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-0810-15528
5. COST OF ITEM OR SERVICE REQUESTED: $20,000.00
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**
   198-706154-6620 Computer Services, Contracted
8. COMMODITY CODE: 939-21
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)
   Proprietary system. TCO approval 8/19/09.

REVIEWED AND APPROVED BY:

		DEPARTMENT HEAD	DATE
[signature]	8/27/09	[signature]	8/26/09
ELECTED OFFICIAL		DIVISION DIRECTOR	DATE

TECHNOLOGY COORDINATION OFFICE
Contract Amendment for Juvenile Court Document Management Services
August 19, 2009

Sponsor: Dini Malone 901.405.8888
Director – Administrative Services
Juvenile Court of Memphis & Shelby County

Cost Summary:	**O&M**	**CIP**
Document Management Programming & System Modifications	**$20,000**	**$0**

*Note: The **$20,000** is Juvenile Accountability Block Grant (JABG) funding, additional to the current contract for **$87,000**. This brings the total cost to **$107,000**, an amount requiring Board of Commissioner review and approval.*

FY 2010 Budget Impact **Budgeted?** **YES**

Vendor: **SoftTec, Inc.**

Overview:
Juvenile Court contracts with SoftTec, Inc. for annual maintenance and licensing of their sole-sourced court case management system. The current annual contract of $87,000 allows only minimal funding for system enhancements. Additional grant funding has been received in the amount of $20,000 (Federal thru Sate pass-through) to permit programming services for high-priority system modifications. No County general funds are required.

OPINION: RECOMMENDED

Business Need
The Juvenile Court supports ten computer applications and three databases that provide networking support for all in-house Juvenile Court data, networking support for State supported juvenile case data and all help desk and inventory control functions for two Court locations. Much of their record keeping and reporting are driven by State-mandated requirements, prompting periodic programming modifications and system enhancements to achieve compliance. As in previous years, the Juvenile Court must rely on various sources of grant funding to accomplish these system changes.

Included in the scope of work for this additional funding are programming modifications to **1)** Design and implement the Detention Fee Bill of Costs into the Detention Module. (The Bill of Costs is used to invoice parents/guardians for their children's stay in the Detention Center, which is presently done manually), **2)** Design Youth Service Bureau recidivism reports to track program outcomes and report results to various local and state agencies, **3)** Make modifications to the Docket system to accommodate changes and the production of special reports, and **4)** Enhance the Juvenile Court Clerk scanning module to enable more efficient and refined searches of legal documents.

Value for the Financial Outlay
Considering Juvenile Court's current and forecasted reliance on specialized and proprietary case and document management services, this contract provides access to needed support at a reasonable cost savings over in-house development of these capabilities. Automation of these record keeping processes unquestionably yields productivity savings.

Due Diligence
The vendor has provided these services to the County for the past several years and Juvenile Court management routinely monitors the quality and timeliness of the services provided. The TCO has undertaken investigatory conversations with the Director of Administrative Services and the Manager of Juvenile Court Information Services relative to the proposed programming services and the vendor's historical performance. Their responses indicated no significant risks.

Strategic Fit
Outsourcing of these case/document management services for Juvenile Court is consistent with Shelby County's near term and long range information technology plans.

Information Security Considerations
The vendor is a well-established company used to operating in the State and County environments. The contract clearly enforces a due-care requirement to maintain the confidentiality of the County's data and the integrity of the related systems and network.

for Marc Johnson

Marc Johnson
for the Technology Coordination Office

ACORD CERTIFICATE OF LIABILITY INSURANCE

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

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.

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

INSURED
SOFTTEC, INC
621 Wall Street
Sevierville TN 37862-

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

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	20SBMZ3987	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
						PRODUCTS - COMP/OP AGG	$ 2,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC		/ /	/ /		
		AUTOMOBILE LIABILITY		/ /	/ /	COMBINED SINGLE LIMIT (Ea accident)	$
		ANY AUTO				BODILY INJURY (Per person)	$
		ALL OWNED AUTOS		/ /	/ /		
		SCHEDULED AUTOS				BODILY INJURY (Per accident)	$
		HIRED AUTOS		/ /	/ /		
		NON-OWNED AUTOS				PROPERTY DAMAGE (Per accident)	$
						AUTO ONLY - EA ACCIDENT	$
		GARAGE LIABILITY		/ /	/ /	OTHER THAN AUTO ONLY: EA ACC	$
		ANY AUTO				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

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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.**

Signature

8/25/2009

Date

RANDAL R. SADLER

Print Name

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