

# FORSYTH COUNTY BOARD OF COMMISSIONERS

**BRIEFING  
DRAFT**

MEETING DATE: DECEMBER 17, 2020

AGENDA ITEM NUMBER: 25

**SUBJECT: RESOLUTION RATIFYING AND AUTHORIZING EXECUTION OF AN INTERLOCAL AGREEMENT BETWEEN FORSYTH COUNTY AND GUILFORD COUNTY TO PROVIDE THE CLIENT MANAGER SOFTWARE FOR THE FAMILY JUSTICE CENTER OF FORSYTH COUNTY**

**COUNTY MANAGER’S RECOMMENDATION OR COMMENTS:**

**SUMMARY OF INFORMATION:**

The Family Justice Center requires the capacity to receive and track client information and other data through general intake and service provision as necessary for service delivery planning, budgeting, and follow-up for clients accessing services at the Center affected by domestic violence, sexual assault, child maltreatment, elder abuse and human trafficking.

The Director of the Guilford County Family Justice Center and the Guilford County MIS team have offered the use of their custom collection and tracking application to the Family Justice Center of Forsyth County.

The data will be hosted by Forsyth County and the software will allow the Family Justice Center to customize reports for budgetary, strategic, and service delivery planning.

Forsyth County MIS staff and Family Justice Center staff have participated in several demonstrations and found it to be an excellent and appropriate fit for our purposes at this time. A working relationship with both Centers currently exists which will enhance cross-jurisdictional processes.

The software provides ease of interface with minimal training and is maintained and updated by Guilford County.

There will be no cost for the Family Justice Center of Forsyth County to use this software.

ATTACHMENTS:  YES  NO

SIGNATURE: \_\_\_\_\_ COUNTY MANAGER DATE: \_\_\_\_\_

**RESOLUTION RATIFYING AND AUTHORIZING EXECUTION OF AN  
INTERLOCAL AGREEMENT BETWEEN FORSYTH COUNTY AND GUILFORD  
COUNTY TO PROVIDE THE CLIENT MANAGER SOFTWARE FOR THE  
FAMILY JUSTICE CENTER OF FORSYTH COUNTY**

**WHEREAS** the Family Justice Center of Forsyth County is currently in the implementation and operational phase of opening and requires the capacity to receive and track client information and other data through general intake and service provision as necessary for service delivery planning, budgeting, and follow-up for clients accessing services at the Center affected by domestic violence, sexual assault, child maltreatment, elder abuse and human trafficking;

**WHEREAS** the Director of the Guilford County Family Justice Center and the Guilford County MIS team have offered the use of their custom collection and tracking software to the Family Justice Center of Forsyth County;

**WHEREAS** the data will be hosted by Forsyth County and the software will allow the Family Justice Center to customize reports for budgetary, strategic, and service delivery planning;

**WHEREAS** the application is maintained and updated by Guilford County, and updates and improvements will be shared with Forsyth County as appropriate; and

**WHEREAS** there will be no cost for the Family Justice Center of Forsyth County to use this software;

**NOW THEREFORE, BE IT RESOLVED**, by the Forsyth County Board of Commissioners that the attached Software Use Agreement, which is incorporated herein by reference, between Forsyth County and Guilford County for the use of Client Manager software is hereby ratified as required by N.C.G.S. 160A-461, and the Chairman or County Manager and the Clerk to the Board are hereby authorized to execute, on behalf of Forsyth County, the Software Use Agreement with Guilford County, subject to a pre-audit certificate thereon by the County Chief Financial Officer, where applicable, and approval as to form and legality by the County Attorney; and

**BE IT FURTHER RESOLVED**, that this resolution ratifying interlocal cooperation between Forsyth County and Guilford County is hereby spread upon the meeting minutes of the Forsyth County Board of Commissioners.

Adopted this 17<sup>th</sup> day of December 2020.

## SOFTWARE USE AGREEMENT

Guilford County (GUILFORD) and FORSYTH County (FORSYTH) agree as follows:

1. GUILFORD has developed certain software, commonly known as FJC Client Manager (“the Software”), which it uses in connection with its Family Justice Center.
2. FORSYTH wishes to obtain a copy of the Software for possible use in connection with its Family Justice Center.
3. GUILFORD agrees to provide FORSYTH a copy of the Software and permission FORSYTH to use it, at no charge, on a non-exclusive basis, subject to the terms of this Agreement. This permission continues unless and until withdrawn in accordance with this Agreement.
4. FORSYTH may not provide the Software to any other person or entity. (In the event that other parties wish to obtain the Software, they should be directed to GUILFORD’s Director of Information Services.)
5. The Software is provided “as is” with no warranties of any kind. GUILFORD **DISCLAIMS ALL WARRANTIES EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR OF MERCHANTABILITY.**
6. FORSYTH assumes all risks related directly or indirectly to the Software.
7. FORSYTH will defend and indemnify GUILFORD and its agents, employees, and representatives from and against all claims of any nature arising directly or indirectly from FORSYTH’s use of the Software. FORSYTH’s duties of defense and indemnity include but are not limited to the costs of defense of any such claims, which costs include but are not limited to attorney’s fees. Without limiting the forgoing, GUILFORD retains the right to select its own counsel.
8. GUILFORD shall have no duties related directly or indirectly to the Software. Without limiting the forgoing, it is specifically acknowledged and agreed that GUILFORD shall have no duty:
  - a. Related to the Software’s performance or security;
  - b. Related to any underlying hardware or platforms required to utilize the Software;
  - c. Related to any third party software licenses needed to run the Software (including but not necessarily limited to Microsoft SQL Server, Microsoft Windows Server, and Telerik);
  - d. To inform FORSYTH of any fact or matter related to the Software;
  - e. To warn FORSYTH of any fact or matter related to the Software;

- f. To update the Software;
  - g. To maintain the Software;
  - h. Related to any representations it has made or may make related to the Software;
- or
- i. Related to any services or assistance it may voluntarily provide related to the Software.

9. If GUILFORD, in its discretion, elects to make available to FORSYTH any updates, modifications, or successor versions of the Software, any such updates, modifications, and successor versions shall be deemed "Software" within the meaning of this Agreement and shall be covered by the terms of this Agreement.

10. There are no intended beneficiaries of this Agreement other than GUILFORD and FORSYTH. In particular, there are no third-party beneficiaries of this Agreement.

11. GUILFORD may withdraw FORSYTH's permission to use the Software, but only upon ninety (90) days notice. In the event that GUILFORD withdraws FORSYTH's permission to use the Software, FORSYTH will cease any use of the Software.

IN WITNESS WHEREOF, GUILFORD AND FORSYTH have set their hands and seals as of this day and year first above written.

GUILFORD COUNTY

FORSYTH COUNTY

By: \_\_\_\_\_  
Marty K. Lawing  
Guilford County Manager

By: \_\_\_\_\_  
J. Dudley Watts, Jr.  
Forsyth County Manager

ATTEST:

ATTEST:

\_\_\_\_\_  
Robin B. Keller, Clerk to the Board

\_\_\_\_\_  
Ashleigh M. Sloop, Clerk to the Board