



### A. Five Year Summary of Fiscal Impact:

<b>Fiscal Years</b>	<b><u>2006</u></b>	<b><u>2007</u></b>	<b><u>2008</u></b>	<b><u>2009</u></b>	<b><u>2010</u></b>
Capital Expenditures	\$262,910	\$0	\$0	\$0	\$0
Operating Costs	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
External Revenues	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
Program Inc (County)	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
In-Kind Match (County)	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
<b>NET FISCAL IMPACT</b>	<b><u>\$262,910</u></b>	<b><u>\$0</u></b>	<b><u>\$0</u></b>	<b><u>\$0</u></b>	<b><u>\$0</u></b>

Is Item Included in Current Budget? Yes ☐ No ☐

Budget Account No.: Fund 3902 Agency 491 Org. I227 Object 6508

Reporting Category\_\_\_\_\_

**B. Recommended Sources of Funds/Summary of Fiscal Impact:**

Capital Outlay fund CJIS Project available funding	\$ 262,910
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### C. Departmental Fiscal Review

### III. REVIEW COMMENTS

**A. OFMB Fiscal and/or Contract Administration Comments:**

OFMB

Contract Administration

### B. Legal Sufficiency:

Paul F. J. 9/14/06

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Assistant County Attorney

**C. Other Department Review:**

Department Director

**Background and Policy Issues:** On September 29, 1998, the Board of County Commissioners approved a contract with SCT Government Systems (R98-1540-D), now doing business as Affiliated Computer Services Inc. (ACS). This contract was amended on June 8, 1999 (Amendment 1) to include a Juvenile System component, on December 21, 1999 (Amendment 2) for Phase II Civil System functionality, on June 25, 2002 (Amendment 3) for the Public Defender System component and Jury Check Writer, on July 1, 2003 (Amendment 3) for the Adult Criminal and Traffic component, and on August 17, 2004 (Amendment 5) for Phase III of the Adult Criminal and Traffic Systems. Amendment 3 dated July 1, 2003 should have been Amendment 4.

In undertaking complex software development projects, it is not unusual for the original scope of work to be modified by contract change orders. Contract changes are attributable to new software features and functions which were not included as user requirements in the initial contract, or additional technical support services provided by the vendor. A summary of the contract change orders to date is presented in Attachment 3.

Change Orders No. 130 through 149 (excluding 136) in the cumulative amount of \$262,910, have been completed by ACS on an emergency basis to meet a projected September 2006 implementation date. These Change Orders will provide for system modifications required to insure that historical data will be accurately converted from the current mainframe system to the Criminal / Traffic Case Management System. Change Order 141 is also necessary for Palm Beach County to be in compliance with Florida House Bill 8271, which revises the method of handling Bonds and Accounts Payable distributions in the Criminal / Traffic Case Management System. The enhancements required affect primarily the Outbound Collections, Custom Bond Acceptance, Disposition, Accounts Payable, History and Inquiry forms. In addition, the modifications will allow users to see all payment plans created for any court/location, the creation of a unified statute cross reference table to allow the Clerk to enter the corresponding FDLE statute, subsection, level and degree to be reported in the OBTS Extract Process, the addition of a Probation Revocation Hearing tracking, the ability for the Clerk to enter non-unique record numbers and additional on-site technical database assistance for the setup and migration of all system modifications into the Public Defender database environment. Change Orders No 130 - 139 were approved by the JIS Policy Board during their April 26, 2006 meeting in anticipation of a July 2006 project implementation, which was subsequently delayed. Change Orders 140 - 149 were approved by the JIS Policy Board during their August 10, 2006 meeting in anticipation of the current implementation date of September 2006. Change Order No. 136 was withdrawn.

Funding for the project was dependent on a budgeted revenue from the funding created for the Clerk and Comptroller under the FY 2004 changes to Article V of Florida legislation. Board staff interpreted the legislation differently than Clerk's staff with regard to the appropriate use of those funds to provide for information technology infrastructure. The budgeted revenue was not realized and, accordingly, OFMB made a mid-year adjustment to the JIS Project in the Court Related IT Capital Improvements Fund. The remaining budget has been determined to be inadequate to complete the project this fiscal year, and a transfer from the General Fund Contingency is requested to replenish the budget.



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**Change Control Form**

**Page 1 of 4**

Title: CBIPLAN - Allow users to see all payment plans ID No: [REDACTED]

Date 1/18/06  
Created:

Originator: Mike Pinkney

Organization: Palm Beach County

**Proposed Change Description:**

ACS will modify CBIPLAN to allow users to see payment plans created for any court/location for which they have location access defined at CBACTRL. Currently, on CBIPLAN, they can only see payment plans setup within their own court/location.



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**Change Control Form**

**Page 2 of 4**

**Justification:**

To simplify workflow for viewing payment plans on the query screen

**Affected Requirements:**

**Impact on Cost**

**Payment Terms:**

ACS will provide the fixed services as described in the Change Control for no charge. This price is contingent upon Palm Beach's approval of the initial functional specification to be submitted by ACS. Further reviews and revisions of the specification requested by Palm Beach County may result in an increase in the pricing.

**FIXED PRICE SERVICES CHANGE CONTROL FEE:**

**\$ 0.00**



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**Change Control Form**

**Page 3 of 4**

**Impact on Schedule:**

Work will begin upon signing of this agreement

**Impact on Resources:**

Use of existing resources assigned to Palm Beach County project



Government Systems, Inc.

Change Control Form

Page 4 of 4

Final Approvals:

Name: Mike Pinkney

Name: Bill McGrath

Position: JIS Project Manager

Position: ACS Project Manager

Signature:

Signature:

PALM BEACH COUNTY, FL BY  
IT'S BOARD OF COUNTY  
COMMISSIONERS

By: \_\_\_\_\_  
Tony Masilotti, Chair

SHARON R. BOCK  
CLERK & COMPTROLLER

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Assistant County Attorney

APPROVED AS TO TERMS AND  
CONDITIONS

By: \_\_\_\_\_  
Director, Information Systems Services



Government Systems, Inc.

## Change Control Form

Page 1 of 4

Title: Modifications Based on OBTS Tech Memo 03-02 ID No: XXXXXXXXXXDate: 1/24/06  
Created:Originator: Mike PinkneyOrganization: Palm Beach County

## Proposed Change Description:

The CZPOBTS extract will be modified to:

- Report the charge level and degree from the charge record (CDRCCPT), not the charge table CTVCHRG
- Select each case/party/charge combination with an activity date within the date range of the process and create an OBTS record for the charge. (Currently it also looks for a closed or re-opened status).
- Charges with a Level = "I" will reflect a statute number of all 8's for county ordinances or all 9's for municipal ordinances.
- Excluded Charge levels identified on COACCTL will not be included in the CZPOBTS extract when they exist on the charge record (CDRCCPT).

Add a row to COACCTL for users to identify the court types for county ordinances.

Add a row to COACCTL for users to identify the court types for and municipal ordinances.

Add a row to COACCTL for users to identify the "charge levels" that exist on the charge record (CDRCCPT) to be excluded from the CZPOBTS extract.

Modify CRACHRU to allow user to update the following fields for an existing charge: Phase, Charge Status, Description, FCIC, Level, Degree, Juv, Charge date and time.

Modify CRACHRG to allow user to add, update, delete information in the OBTS Phase and Charge Status History Window.





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**Change Control Form**

**Page 2 of 4**

**Justification:**

To comply with the OBTS Technical Memo 3-02

**Affected Requirements:**

**Impact on Cost**

**Payment Terms:**

ACS will provide the fixed services as described in the Change Control, for the Fixed Price Services Fee of \$3,200.00 (the "Fixed Price Fee").

- An invoice for the amount of \$3,200 will be generated upon acceptance of modification.

**FIXED PRICE SERVICES CHANGE CONTROL FEE:**

**\$ 3,200.00**



**Government Systems, Inc.**

**Change Control Form**

**Page 3 of 4**

**Impact on Schedule:**

Work will begin upon signing of this agreement

**Impact on Resources:**

Use of existing resources assigned to Palm Beach County project



Government Systems, Inc.

**Change Control Form**

**Page 4 of 4**

**Final Approvals:**

Name: Mike Pinkney

Name: Bill McGrath

Position: JIS Project Manager

Position: ACS Project Manager

Signature:

Signature:

**PALM BEACH COUNTY, FL BY  
IT'S BOARD OF COUNTY  
COMMISSIONERS**

**PAUL J. RUDDY  
ACS DIVISION CONTROLLER  
STATE & LOCAL SERVICES**

By: \_\_\_\_\_  
**Tony Masilotti, Chair**

**SHARON R. BOCK  
CLERK & COMPTROLLER**

**APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY**

By: \_\_\_\_\_  
**Deputy Clerk**

By: \_\_\_\_\_  
**Assistant County Attorney**

**APPROVED AS TO TERMS AND  
CONDITIONS**

By: \_\_\_\_\_  
**Director, Information Systems Services**



Government Systems, Inc.

## Change Control Form

Page 1 of 7

Title: Processing Rule changes from Conversion Run 8 ID No: [REDACTED]Date: 2/24/06  
Created:

Originator: Mike Pinkney

Organization: Palm Beach County

## Proposed Change Description:

Palm Beach County has requested the following changes to address issues found during the validation of Conversion Run #8.

1. Issues 3&4. Mainframe closed cases showing open in Banner and mainframe open cases showing closed in Banner. When there is a purge date in the mainframe then the case is closed. This is a blanket statement and we understand the ramifications. If a case is reopened then the purge date is removed. This will not show cases as reopened if the purge date was previously removed.

**This logic supersedes the current logic in the Charges design document which states:**

**Rules from Charges OBTS Design Document are:**

- 1) Order Assessing Cost and Final Judgment
  - 2) Dispositions without a closure indicator setup on the Banner rule table CTRDTYP that have a sentence.
  - 3) Disposition with a closure indicator setup on the Banner rule table CTRDTYP.
2. Issue 11. Mainframe shows adjudicated guilty but Banner shows not guilty. Take plea code from the plea field on JICH, else JITD, else JITA, else JIFA.

**The translation table provided by PBC contained the following fields for Plea conversion:**

JICH.JIDP-PLEA  
JICH.JIDP-VOP-PLEA  
JITA.J1-03-PLEA&JIFA.FM-03-PLEA  
JITA.J1-03-WRIT-PLEA

**The order of precedence currently in the program is:**

- 1) JICH.JIDP-PLEA - Disposition File Plea
- 2) JITA.J1-03-PLEA&JIFA.FM-03-PLEA - Arraignment Pleas
- 3) JITA.J1-03-WRIT-PLEA - Written Plea

**The revised order of precedence will be:**

- 1) JICH.JIDP-PLEA - Disposition File Plea

- 2) JITD.JA-42-TRD-PLEA – Trial Disposition Plea
- 3) JITA.J1-03-PLEA&JIFA.FM-03-PLEA - Arraignment Pleas
- 4) JITA.J1-03-WRIT-PLEA - Written Plea

ISS to provide revision to the TRANS\_CTVPLEA\_CTRDISP.xls spreadsheet based on clarification and approval by Core Team.

- 3. Issue 17: Invalid division error. Convert mainframe A99 cases to the correct location by looking up the division assigned for arraignment.

Per ISS, look for these values in the following columns:

Traffic (71) - J1-01-COURT  
 Misdemeanor (72) - FM-01-COURT  
 Felony (73) - FM-01-JUDGE-CODE

Therefore the breakdown is as follows per Core Teams request:

MB = TD, B, KK, R, S, T, U, V, W, X  
 WB = BG, Y  
 SB = DR  
 NB = NC

- 4. Issue 23: JICP docket appears blank, but converts periods, commas, and other non-alpha characters on CDIDOCA. These characters cannot be seen on JICP and therefore cannot be deleted from the mainframe. ACS to correct the service documents which will affect approximately 200,000 docket entries.

Based on ACS understanding, the docket entries in question with the "." Only are the docket entries referencing Mainframe Warrant type records. These records are Format 30-36 in the Master File of the Mainframe. Therefore the request should be limited to only these docket entries.

- 5. Issue 24: Only the first character of the name suffix field shows in Banner. The mainframe screen displays JR, SR, etc. Per ISS, only the first character is stored in the mainframe database and that's what has been provided to ACS in the mainframe extract. ISS suggests that "It will be more straightforward for the conversion program to change than for the extract to change." ACS to use the result of Madeleine's translation for the name suffix conversion.

The translation provided to ACS is as follows:

'S' = SR  
 'J' = JR  
 '1' = I  
 '2' = II  
 '3' = III  
 '4' = IV

Disregard 'T', 'B' & 'F' these occurred only one time each, and seem to be typo errors.

- 6. Issue 32a: Banner shows waiver of speedy trial, but no waiver of speedy trial in mainframe. Per ISS, the speedy trial waiver should be coming from the mainframe 04 for traffic, not 02.

On JICD if no date found in waived field then don't create waived speedy trail docket entry. The

same rules apply to the demand for speedy trial information (JICD field name "DEMAND")

7. Issue 20 and 29: Wrong Division at the Banner CDACASU screen level.  
**Determining the Division for CDACASU (cdbcase table):**

**For 71 and 72 Record Types:**

- 1) If a case **has** a court date set on the JICD mainframe screen, **select** that division.
- 2) If a case has no court date set on JICD, but **has** all charges with a disposition on the JICH screen, **select** the division with the most current date on the JICH screen
  - a) If the charges have different divisions on the JICH but they all have the same date, **select** the division on the first charge of the case according to the "1<sup>st</sup> Charge Rules"
- 3) If a case has no court date set on JICD, **has** dispositions on JICH, but **also has** an open record on JICP/JISU (Capias, warrant, summons, etc.) **select** the division from that JICP/JISU screen.
- 4) If a case has no court date set on JICD, has no dispositions on JICH, but **has** a record (served, recalled, returned) on the JICP/JISU screen **select** the division from that JICP/JISU screen.
  - a) If a case **has** multiple records on the JICP/JISU screen, **select** the division from the most current date on that screen.
- 5) If a case has no court date set on JICD, has no dispositions on JICH, has no record on JICP/JISU, but **has** an arraignment record **select** the arraignment division.
- 6) If a case is a **TR** case that has no court date set on JICD, no dispositions on JICH, no records on JISU, and no arraignment records, set the division to null.

**For 73 Record Types:**

- 1) Felony cases will always have a division on the JIFM (arraignment record) Mainframe screen. Always **select** the division on this screen for this record type.

**Determining the Division for COADTRA (cdbcase table):**

- 1) If a case has a record on JICP or JISU, take the division from JICP/JISU for each record and populate COADTRA with the same division. {ACS programming already accommodating the stated request.}

**Determining Judge on CZAMSEN (ccbsent table):**

- 1) If a charge **has** a sentence, use the division code for that charge on JICH to populate the Judge Field on CZAMSEN
- 2) If a charge which as a sentence, does not have a division code, leave the division blank on the sentence record.

8. Issue #21. Some Arrest records are missing the Arresting Agency ID on the CZRARST form.

OBTS is rejecting these records because without an Arresting Agency ID on the Arrest record, the ORI# being stored in the LCAT Badge Number field cannot be retrieved.

List of assumptions:

- The LCAT Badge Number stores the ORI# needed for OBTS.
- All Agency IDs found in the agency fields mentioned in this document are entered into SPRIDEN and TRANS\_AGENCY.
- This change only affects Agency on the Arrest record.

The Agency Number in the Agency Report Number Files (JA\_60\_ARN\_AGY\_NBR) is used to lookup the Agency Translation. This document is requesting that if the Agency Number is blank (or null) in the Agency Report Number File (JA\_60\_ARN\_AGY\_NBR) or there is no record in the Agency Report Number File for this Arrest record, ACS should then go to the Agency Code in the Base Case Files (J1\_01\_AGENCY/ FM\_01\_AGENCY) to lookup the Agency Translation. This translated Agency Code will then go on the Arrest Record.

9. Issue #66. The Disposition City required for TCATS is not displaying on the CZAMSEN form.

List of assumptions:

- Rules given based on Mainframe information support the needs of TCATS.
- Rules as to which cases should receive this information support needs of TCATS.
- New Translation is provided to show the correct Disposition City for each possible Disposition Division code.

This change will only occur on those charges that have statute codes listed in CZVTCRG. The Division at the time of the disposition will be translated to determine the Disposition City, which will be populated into the Charges file (CDRCCPT\_DISP\_CITY).



**A C S**

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**Change Control Form**

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**Justification:**

Correct processing rules for conversion previously provided

Affected Requirements:

PBC\_Charge\_02\_H\_1.doc; PBC\_Charge.doc

**Impact on Cost**

Payment Terms:

ACS will provide the fixed services as described in the Change Control, for the Fixed Price Services Fee of \$8,700.00 (the "Fixed Price Fee").

- An invoice for the amount of \$8,700 will be generated upon acceptance of the completion of Conversion Run #9

**FIXED PRICE SERVICES CHANGE CONTROL FEE:**

**\$ 8,700.00**



**Government Systems, Inc.**

**Change Control Form**

**Page 5 of 7**

Impact on Schedule:

These changes will require 3 weeks to design, code and test.

Impact on Resources:



Use of existing resources assigned to Palm Beach County project



**A C S**

**Government Systems, Inc.**

**Change Control Form**

**Page 7 of 7**

**Final Approvals:**

Name: Mike Pinkney

Name: Paul Ruddy

Position: JIS Project Manager

Position: ACS

Signature:

Signature:

**PALM BEACH COUNTY, FL BY  
IT'S BOARD OF COUNTY  
COMMISSIONERS**

By: \_\_\_\_\_  
Tony Masilotti, Chair

**SHARON R. BOCK  
CLERK & COMPTROLLER**

**APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY**

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Assistant County Attorney

**APPROVED AS TO TERMS AND  
CONDITIONS**

By: \_\_\_\_\_  
Director, Information Systems Services



Government Systems, Inc.

Change Control Form

Page 1 of 6

Title: Conversion Rule Changes: Bonds

ID No: [REDACTED]

Date: 2/24/06

Created:

Originator: Mike Pinkney

Organization: Palm Beach County

Proposed Change Description:

Palm Beach County has requested the following changes to address bond issues found during the validation of Conversion Run #8.

1. Issues 15, 27, 28, and 55: Bond showing forfeited in mainframe and discharged in Banner. Discharge date not populated. Incorrect discharge date. Bond amount not on CCIBOND.

The discharge date should be populated in Banner only from JIBD by case number. This incorrect discharge date appears to happen with bonds that cover more than one case. The discharge date is unique to the case, not the bond. For bonds which cover more than one case: when a bond is forfeited, it forfeits on all the cases the bond covers; when a bond is discharged, it is only discharged to a specific case.

**ACS's understanding of the request:**

- 1) Use the Oldest Date for the Bond Dates (ie. Revoke, Reinstated, etc.) across all cases as the dates for the Bond in the top keyblock area.
- 2) Place a Discharge Date on the Case Level for the Bond.
- 3) A Final Discharge Date at the Bond level is only set when all Case Level Bonds have a discharged date. The most current of those dates are placed on the Bond Level.
- 4) Bond Amount and Balance are set based on the Status of the Bond; with the aforementioned rules being applied.
- 5) The Status of the Bond can not be determined until all dates for a Bond across cases have been assess.
- 6) Remove all references to comparing the Paid Date.
- 7) Remove reference of Paid Date from the Status Section.

Here are the revised rules for determining the bond status (current value has been striked and new value given) :

If Bond Type is Cash and No Open Bond Record and No Closed Bond Record Then  
Bond Status is New

Else

\*\*\*\*\*

**Comment: Check Surrendered Date**

If Current Date to be Used is Forfeited Then  
 If Forfeited Date >= Surrendered Date Then  
   Current Date to be used will be set to Forfeited SURRENDERED  
 Else  
   Current Date to be used will be set to Surrendered FORFEITED  
 End If  
 End If

\*\*\*\*\*

**Comment: Check Vacated Date**

If Current Date to be Used is Forfeited Then  
 If Forfeited Date > Vacated Date Then  
   Current Date to be used will be set to Forfeited  
 Else  
   Current Date to be used will be set to Vacated  
 End If  
 Else If Current Date to be used is Surrendered Then  
 If Surrendered > Vacated Date Then  
   Current Date to be used will be set to Surrendered  
 Else  
   Current Date to be used will be set to Vacated  
 End If  
 End If

\*\*\*\*\*

**Comment: Check Discharged Date**

If Current Date to be Used is Forfeited Then  
 If Forfeited Date > Discharged Date Then  
   Current Date to be used will be set to Forfeited DISCHARGED  
 Else  
   Current Date to be used is discharged FORFEITED  
 End If  
 Else If Current Date to be used is Surrendered Then  
 If Surrendered > Discharged Date Then  
   Current Date to be used will be set to Surrendered DISCHARGED  
 Else  
   Current Date to be used will be set to Discharged SURRENDERED  
 End If  
 Else If Current Date to be used is Vacated Then  
 If Vacated Date > Discharged Date Then  
   Current Date to be used will be set to Vacated DISCHARGED

```

Else
  Current Date to be used will be set to Discharged DISCHARGED
End If
End If

```

\*\*\*\*\*

**Comment: Check Revoked Date**

```

If Current Date to be Used is Forfeited Then
  If Forfeited Date > Revoked Date Then
    Current Date to be used will be set to Forfeited REVOKED
  Else
    Current Date to be used will be set to Revoked FORFEITED
  End If
Else If Current Date to be used is Surrendered Then
  If Surrendered > Revoked Date Then
    Current Date to be used will be set to Surrendered
  Else
    Current Date to be used will be set to Revoked SURRENDERED
  End If
Else If Current Date to be used is Vacated Then
  If Vacated Date > Revoked Date Then
    Current Date to be used will be set to Vacated
  Else
    Current Date to be used will be set to Revoked
  End If
Else If Current Date to be used is Discharged Then
  If Discharged Date >= Revoked Date Then
    Current Date to be used will be set to Discharged
  Else
    Current Date to be used will be set to Revoked DISCHARGED
  End If
End If

```

\*\*\*\*\*

**Comment: Check Reinstated Date**

```

If Current Date to be Used is Forfeited Then
  If Forfeited Date > Reinstated Date Then
    Current Date to be used will be set to Forfeited
  Else
    Current Date to be used will be set to Reinstated
  End If
Else If Current Date to be used is Surrendered Then
  If Surrendered > Reinstated Date Then
    Current Date to be used will be set to Surrendered
  Else
    Current Date to be used will be set to Reinstated
  End If
Else If Current Date to be used is Vacated Then

```

04/27/06

```

If Vacated Date > Revoked Date Then
  Current Date to be used will be set to Vacated
Else
  Current Date to be used will be set to Reinstated
End If
Else If Current Date to be used is Discharged Then
  If Discharged Date >= Reinstated Date Then
    Current Date to be used will be set to Discharged
  Else
    Current Date to be used will be set to Reinstated DISCHARGED
  End If
Else If Current Date to be used is Revoked Then
  If Revoked Date > Reinstated Date Then
    Current Date to be Used will be set to Revoked
  Else
    Current Date to be used will be set to Reinstated
  End If
End If
End If

```

```

*****
If Current Date to be Used is Forfeited Then
  Bond Status is forfeited
End If

If Current Date to be Used is Surrendered Then
  Bond Status is Surrendered
End If

If Current Date to be Used is Vacated Then
  Bond Status is Vacated
End If

If Current Date to be Used is Discharged Then
  Bond Status is Discharged
End If

If Current Date to be Used is Revoked Then
  Bond Status is Revoked
End If

If Current Date to be Used is Reinstated Then
  Bond Status is Reinstated
End If

```



Government Systems, Inc.

**Change Control Form**

**Page 4 of 6**

**Justification:**

Correct processing rules for conversion previously provided

**Affected Requirements:**

PBC\_Main\_Bond.doc

**Impact on Cost**

**Payment Terms:**

ACS will provide the fixed services as described in the Change Control, for the Fixed Price Services Fee of \$4,300.00 (the "Fixed Price Fee").

- An Invoice for the amount of \$4,300 will be generated upon acceptance of the completion of Conversion Run #9

**FIXED PRICE SERVICES CHANGE CONTROL FEE:**

**\$ 4,300.00**



**Government Systems, Inc.**

**Change Control Form**

**Page 5 of 6**

Impact on Schedule:

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Impact on Resources:

Use of existing resources assigned to Palm Beach County project
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**A C S**

**Government Systems, Inc.**

**Change Control Form**

**Page 6 of 6**

**Final Approvals:**

Name: Mike Pinkney

Name: Paul Ruddy

Position: JIS Project Manager

Position: ACS

Signature:

Signature:

**PALM BEACH COUNTY, FL BY  
IT'S BOARD OF COUNTY  
COMMISSIONERS**

By: \_\_\_\_\_  
Tony Masilotti, Chair

**SHARON R. BOCK  
CLERK & COMPTROLLER**

**APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY**

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Assistant County Attorney

**APPROVED AS TO TERMS AND  
CONDITIONS**

By: \_\_\_\_\_  
Director, Information Systems Services



Government Systems, Inc.

## Change Control Form

Page 1 of 7

Title: Modifications Based on VOP ProcessingID No: [REDACTED]Date: 3/1/06

Created:

Originator: Mike PinkneyOrganization: Palm Beach County

## Proposed Change Description:

## Assumptions

- Based on option 1 defined in the OBTS data element dictionary Palm Beach County will create a re-arrest record for VOP, VOCC, Failed to appear (on hand or bond), Failure to pay a monetary penalty (contempt), violation of pretrial release conditions (contempt)
- The initial charge status will not be changed in the CZPOBTS extract file or in the database tables

## The CZPOBTS extract will be modified to:

- Create 2 records in the extract for a charge when there is a re-arrest on the charge.
  - The process will create a regular OBTS record with all of the data elements as outlined in the Data Element Dictionary
  - The process will create a re-arrest OBTS record with all of the data elements outlined in Appendix D of the Data Element Dictionary. The remaining data element fields will be filled with spaces except positions 751-770. Positions 751-770 will contain the Uniform Case Number
- The conversion will populate the current Charge Standing value as either: Open, Closed, or Re-Opened based on the 1<sup>st</sup> Charge Rules. Charge standing history will be generated for the final closure for a current reopen
- A charge was previously considered re-opened when one of the following conditions existed:
  - Notice of Appeal disposed with a reversed/remanded mandate, and the disposition date on the Mandate is on or later than the disposition date of the charge
  - Post Conviction Relief Motion

VOP will now be added as the primary reason for reopening a charge; the following is the revised order:

- VOP
- Notice of Appeal with a reversed/remanded mandate, and the disposition date on the mandate is on or later than the disposition date of the charge
- Post Conviction Relief motion.

04/27/06

ACS Confidential Information

ACS Justice Solutions  
Change Control Form  
CT -1

- If invalid dates are found in any of the VOP fields of the JISP, these will be included in the rejected records. If there are multiple dates, the program will take the most current valid date
- For OBTS purposes these rules were tested in CRIMC and Conversion databases. There are no problems that can be anticipated at this time.
- Business rules are believed to include all possible conditions. However, these processing business rules are subject to change if additional conditions are found.

#### Definitions

- VOP will be updated as a docket entry in Banner
- VOP docket codes to be used for conversion:
  - ZVOP – Violation of Probation Occurred/Reopened
  - ZVDS – Violation of Probation Disposed/Closed
  - ACS will notify if a third docket code is needed
- VOP information is identified in the Mainframe on the following screens:
  - JISP file – VOP File Date and VOP Disposition date
  - JICP - VOP Warrant file – Only open warrants: No recalled, served, or returned dates
  - JICH1 – with a narrative (VOP/VOCC) and JICH2–VOP disposition information

#### Order of Precedence for All Record Types (71, 72, & 73)

##### A. JISP Special Proceedings Mainframe Screen

###### *Points of Reference*

--Fields to consider are VOP filed transaction date, VOP file flag field, VOP Dispo transaction date, VOP Disposed flag field

-- These fields will be in separate records

--Create one docket for each record in the JISP file; this should be associated to the first charge based on the 1<sup>st</sup> Charge Rules

--If VOP is filed use **ZVOP** docket code

--if VOP is disposed use **ZVDS** docket code

- 1) If the JISP has multiple VOP records with the same filing date only create one ZVOP docket code
  - 1a) If the JISP has multiple VOP records with the same disposition date only create one ZVDS docket code
- 2) If there are more VOP filed than VOP disposed on JISP, check the JICH2 for the most current VOP disposed
  - 2a) If the date on JICH2 > JISP VOP filed date, then create a ZVDS (disposed) docket code.
  - 2b) If the date on JICH2 < JISP VOP filed date leave the status as open if the current status is open. If the current status is closed, then re-open.
- 3) If VOP disposed records = VOP filed records, then charge status is closed
- 4) If there are more VOP disposed records found than VOP filed records, it is considered a data entry error. **Today:** Provide a select statement to the Core Team for data cleansing

04/27/06

**Go-live:** Convert as is with a ZVDS docket code using the date of Conversion

- 5) If there are no VOP records found on JISP, or if condition # 3 is true, then go to JICP

**B. JICP Capias Mainframe Screen**

**Point of Reference**

--Only open warrants should be considered: With no recalled, served, or returned dates

--Fields to consider are order date/issue date

- 1) If there are no records found on JISP, and there is an open VOP warrant on the JICP screen create a ZVOP docket code, based on the first charge rules

1a) If charge is Closed then Re-open, else no action

- 2) If the filed/disposed records found on JISP are equal, and there is an open VOP warrant found on the JICP screen that is > the most current JISP disposed record, create a ZVOP docket code.

2a) If the records found on JISP are equal, and there is an open VOP warrant found on the JICP screen that is < or = the most current JISP disposed record **do not** create a ZVOP docket code.

(Comments: The reason this scenario may happen is due to paperwork not yet turned in or updated)

- 3) If there are multiple open VOP warrants found on the JICP screen, create one ZVOP docket code for the most current date based on the 1<sup>st</sup> Charge Rules

3a) If charge is Closed then Re-open, else no action

3b) If there are no records found on JISP, and there is a VOP date/VOP disposition populated on JICH2, then create a ZVDS docket code.

**C. JICH2 Charge Mainframe Screen**

**Point of Reference**

--Fields to consider are VOP date and VOP disposition code at the Charge level

- 1) If JISP is blank or equal, **and** JICP is blank, but there is VOP information on JICH2 that is greater than the most recent JISP Dispo record, create a ZVDS docket code. *It is understood this may create a situation regarding the Charge History and having no VOP reopen code*

(Please provide a select statement to the Core Team for data cleansing)

- 2) If JISP is blank or equal, JICP is blank, there **is** VOP information on the JICH2 that is greater than the most recent JISP Dispo record, and there are secondary charges that only have VOP/VOCC information in the narrative, only create one ZVDS for the charge that had the JICH2 record. (Please provide a select statement to the Core Team for data cleansing)

- 3) If multiple records are found on JICH2, create one ZVDS docket code for the most current VOP disposition date

- 4) If multiple charges are on JICH2 with multiple VOP information that have the same date, create one ZVDS docket code for the 1<sup>st</sup> charge with a VOP, regardless of the first charges business rules (Please provide a select statement to the Core Team for data cleansing)

**D. JICH1 Charge Mainframe Screen (description)**

***Points of Reference***

*--The only field to be considered is the narrative that includes the letters "VOP or VOCC"*

- 1) If JISP, JICP, and JICH2 are blank, then create a ZVOP docket with the date of conversion.  
(Please provide a select statement to the Core Team for data cleansing)
- 2) If JISP, JICP, and JICH2 are blank, **and** there are multiple charges that have VOP/VOCC in the narrative, only convert one ZVOP docket code according to the 1<sup>st</sup> Charge Rules



Government Systems, Inc.

Change Control Form

Page 5 of 7

Justification:

To comply with VOP Processing as outlined by Palm Beach County

Affected Requirements:

Impact on Cost

Payment Terms:

ACS will provide the fixed services as described in the Change Control, for the Fixed Price Services Fee of \$6,500.00 (the "Fixed Price Fee").

- An invoice for the amount of \$6,500 will be generated upon acceptance of the completion of Conversion Run #9

**FIXED PRICE SERVICES CHANGE CONTROL FEE:** \$ 6,500.00



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**Change Control Form**

**Page 6 of 7**

**Impact on Schedule:**

Work will begin upon signing of this agreement

**Impact on Resources:**

Use of existing resources assigned to Palm Beach County project



Government Systems, Inc.

Change Control Form

Page 7 of 7

Final Approvals:

Name: Mike Pinkney

Name: Paul Ruddy

Position: JIS Project Manager

Position: ACS

Signature:

Signature:

PALM BEACH COUNTY, FL BY  
IT'S BOARD OF COUNTY  
COMMISSIONERS

By: \_\_\_\_\_  
Tony Masilotti, Chair

SHARON R. BOCK  
CLERK & COMPTROLLER

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Assistant County Attorney

APPROVED AS TO TERMS AND  
CONDITIONS

By: \_\_\_\_\_  
Director, Information Systems Services





Government Systems, Inc.

## Change Control Form

Page 1 of 5

Title: Modifications to Collection Agency Interface ID No: [REDACTED]Date 3/1/06  
Created:Originator: Mike PinkneyOrganization: Palm Beach County

## Proposed Change Description:

- The Custom Collection Rules Form CZRCLCT will be modified to allow the users to enter 0% as a Caseload percentage.
- The Custom Case Assignment to Collections Process will be modified as follows:
  - When assigning new cases to the collection agencies, the process will only select those agencies identified on CZRCLCT that have a caseload percentage greater than 0.
  - The flat files will be modified to put quotes around the alpha fields and commas will be removed from all amount fields.
  - The due date in the New Accounts Flat File will be populated as follows:
    - For cases on a payment plan, the date will be the "Plan End Date"
    - For cases without a payment plan and a D6 exists, the date will be the "D6 Fail to Comply Date"
    - For cases without a payment plan and without a D6, the date will be the "Charge Due Date"
    - For cases without a payment plan, D6 or charge due date, the date will be the "Fee Assessment Date"
- The Custom Charge Entry Form CRACHRG will be modified to allow users to update the "Due Date" for existing charges. Currently, the user is only able to query records that have a disposition or sentence. This modification will allow them to also update the "Due Date" for charges that have been disposed or sentenced.
- For each JJXSENT record that has a Collection Status Flag of 'IC' or 'RC' and a date in the JJRC\_SENT\_TO\_COLLECTION in the JJIRECV\_RECEIVABLES\_RECORD table, populate the CDRCCPT\_CT\_DUE\_DATE in the CDRCCPT table. If the Collection Status Flag is populated but no date exists in the JJIRECV table, do not update CDRCCPT.

Conversion Issue #65. Accounts that have been sent to a collection agency are not reflecting that fact through the converted data.

List of assumptions:

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- The collection agencies must be entered in SPRIDEN and a Collection Agency to PIDM translation must be provided.
- The following information will be added to the Accounting Extract (JJXSENT)
  - An agency flag will be included that is either L for Linebarger, P for Penn Credit or Blank for No Collection Agency. If this flag is blank (or null), the converted account will not reflect that it has been turned over to a collection agency.
  - A Collections Status flag will be included and populated with IC for In Collections, PF for Paid in Full, RC for Recalled or Blank (or null).
- All necessary setup for Collections processing has been created
- Docket Codes used for Collections and Recalled Collections have been entered. These should be non-numbering dockets.

There are two pieces of the collections process that will create a combination of CDRDOCT, CZRCASS, CZRCLST and CZRCLCA records. The first piece is to determine what type of Docket Entries to create. If the Collections Status Flag is anything but blank (or null), an NCOLL Docket entry will be created. If the Collections Flag is RC for Recalled, an additional Docket Entry will be created with Docket Code RECAL. A CZRCASS record will be created for each CDRDOCT record created tying the Docket to a Charge. There should be at most one NCOLL Docket Entry per Charge on each Case.

The second piece of data is to determine what Date fields to populate on CZRCLCA. The New Printed and Trans Printed dates will be populated for each record created. The Adjusted Trans Less date will be populated for any records that will be converted with an adjustment (whose balance amount is less than assessed amount.) The Recalled Printed date will be populated for any Recalled records (whose Collections Status Flag is RC.) The Paid Printed date will NOT be populated because the conversion is creating only Adjustments and not Payments. A CZRCLST record will be created for each CZRCLCA record created tying the Collection record to the Transaction. There should be at most one Collections record per Transaction per Charge.



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Change Control Form

Page 3 of 5

Justification:

To comply with Collections Interface Processing as outlined by Palm Beach County

Affected Requirements:

Impact on Cost

Payment Terms:

ACS will provide the fixed services as described in the Change Control, for the Fixed Price Services Fee of \$9,800.00 (the "Fixed Price Fee").

- An invoice for the amount of \$9,800 will be generated upon acceptance of the completion of Conversion Run #9

**FIXED PRICE SERVICES CHANGE CONTROL FEE:**

**\$ 9,800.00**



**Government Systems, Inc.**

**Change Control Form**

**Page 4 of 5**

**Impact on Schedule:**

Work will begin upon signing of this agreement

**Impact on Resources:**

Use of existing resources assigned to Palm Beach County project



Government Systems, Inc.

Change Control Form

Page 5 of 5

Final Approvals:

Name: Mike Pinkney

Name: Paul Ruddy

Position: JIS Project Manager

Position: ACS

Signature:

Signature:

PALM BEACH COUNTY, FL BY  
IT'S BOARD OF COUNTY  
COMMISSIONERS

By: \_\_\_\_\_  
Tony Masilotti, Chair

SHARON R. BOCK  
CLERK & COMPTROLLER

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Assistant County Attorney

APPROVED AS TO TERMS AND  
CONDITIONS

By: \_\_\_\_\_  
Director, Information Systems Services



Government Systems, Inc.

**Change Control Form**

**Page 1 of 4**

Title: Unified Statute Cross Reference Table

ID No: [REDACTED]

Date Created: 4/04/06

Originator: Mike Pinkney

Organization: Palm Beach County

**Proposed Change Description:**

A cross reference statute form and table will be developed by ACS to allow the Clerk to enter the corresponding FDLE statute, subsection, level and degree to be reported in the OBTS Extract Process.

The OBTS Extract Process (CZPOBTS) will be modified to use the statute, subsection, level and degree of the charge and find the FDLE values in the cross-reference table and report those values. If there is no match in the cross-reference table, the values for the case/party/charge stored in the ACS Justice system will be reported.



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**Change Control Form**

**Page 2 of 4**

**Justification:**

To facilitate the reporting of more accurate information.

**Affected Requirements:**

**Impact on Cost**

**Payment Terms:**

ACS will provide the fixed services as described in the Change Control, for the Fixed Price Services Fee of \$33,150.00 (the "Fixed Price Fee").

- An invoice for the amount of \$16,575 will be generated upon acceptance of the functional specs for the modification identified in this Change Control.
- An invoice for the amount of \$16,575 will be generated upon acceptance of modification

**FIXED PRICE SERVICES CHANGE CONTROL FEE:**

**\$ 33,150.00**



**Government Systems, Inc.**

**Change Control Form**

**Page 3 of 4**

**Impact on Schedule:**

Work will begin upon signing of this agreement

**Impact on Resources:**

Use of existing resources assigned to Palm Beach County project





Government Systems, Inc.

Change Control Form

Page 4 of 4

Final Approvals:

Name: Mike Pinkney

Name: Paul Ruddy

Position: JIS Project Manager

Position: ACS

Signature:

Signature:

PALM BEACH COUNTY, FL BY  
IT'S BOARD OF COUNTY  
COMMISSIONERS

By: \_\_\_\_\_  
Tony Masilotti, Chair

SHARON R. BOCK  
CLERK & COMPTROLLER

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Assistant County Attorney

APPROVED AS TO TERMS AND  
CONDITIONS

By: \_\_\_\_\_  
Director, Information Systems Services



Government Systems, Inc.

## Change Control Form

Page 1 of 4

Title: Modifications to the ZJMNT docket conversion ID No: [REDACTED]  
and Disposition City

Date 4/26/06

Created:

Originator: Mike Pinkney

Organization: Palm Beach County

## Proposed Change Description:

This Change Control will manage two modifications as described here.

**1) ZJMNT Docket Conversion**

As reported by Mike Disalvo of PBC: Currently ACS is creating a ZJMNT docket code and then associating it to a charge creating a CZRCASS record. We assume this was done because Judgments were a part of determining the Open/Closed status of a case. Since the rules for determining the Open/Closed status have been changed to looking at the purge date this no longer seems necessary. In addition, Judgments do not need to be associated to a charge because they actually get associated to the defendant. Therefore, instead of creating a CASS record, ACS should create a CDRJAGA record. By creating this JAGA record CPIREVW would then show the Judgment on the defendant.

When the ZJMNT is inserted to CDADOCT, the Judgment Against radio button must be populated with the party ID and the amount owed for the case. The Satisfied Indicator can remain unchecked or with an "N" value, as all ZJMNT dockets being created should not be satisfied.

The Core Team will have the task of updating CTRDTYP for the code ZJMNT in PROD. It will be updated to place a "Y" in the Disposition Indicator field. Mildred confirmed that updating this field, as well as not associating the docket code to the charge, should have no impact on OBTS reporting as long as the set up on CZROBTS is not changed.

## Task Summary:

- ACS should continue to create the ZJMNT docket code.
- ACS should associate this docket code to the defendant rather than the charge (Create a CDRJAGA record instead of a CZRCASS record).
- ACS should populate the defendant's party ID and the amount on the JAGA record.
- ACS does not have to worry about the Satisfied Indicator at this time.
- CPIREVW should now show the defendant as having a judgment.
- The Core Team will update the disposition indicator for ZJMNT on CTRDTYP in the Production database.

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**2) Disposition City**

The Disposition City was added through Change Control 132.9 because the need was identified for TCATS reporting. This Disposition City is needed for all charges that exist in CZVTCRG (TCATS charges) and is based on the Disposition Division. The original design did not include a default for Disposition City if the Disposition Division is null. This Change Control will ensure that the Disposition City is only populated if the Charge Disposition Code is populated and the Charge Code exists in CZVTCRG. Also, if the Charge Disposition Code is populated but there is no Disposition Division in the legacy file, the default Disposition City will become "West Palm Beach" with a Jurisdiction Code of "94".



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**Change Control Form**

**Page 2 of 4**

**Justification:**

Change's requested following verification of Conversion Run #9

**Affected Requirements:**

**Impact on Cost**

**Payment Terms:**

The modifications identified in the sections above will be performed in exchange for two units of "Post Production Support". This exchange will leave two units of "Production Support" to be performed at go-live.

**Cost Impact      \$0**



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**Change Control Form**

**Page 3 of 4**

**Impact on Schedule:**

Work will begin upon signing of this agreement.

**Impact on Resources:**

Use of existing resources assigned to Palm Beach County project



Government Systems, Inc.

Change Control Form

Page 4 of 4

Final Approvals:

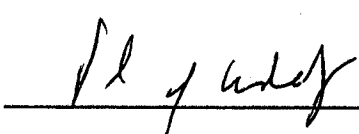
Name: Mike Pinkney

Name: **PAUL J. RUDDY**  
**VICE PRESIDENT, OPERATIONS**

Position: JIS Project Manager

Position: **ACS**

Signature: 

Signature: 

**PALM BEACH COUNTY, FL BY  
IT'S BOARD OF COUNTY  
COMMISSIONERS**

By: \_\_\_\_\_  
**Tony Masilotti, Chair**

**SHARON R. BOCK  
CLERK & COMPTROLLER**

**APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY**

By: \_\_\_\_\_  
**Deputy Clerk**

By: \_\_\_\_\_  
**Assistant County Attorney**

**APPROVED AS TO TERMS AND  
CONDITIONS**

By: \_\_\_\_\_  
**Director, Information Systems Services**



Government Systems, Inc.

Change Control Form

Page 1 of 4

Title: Conversion processing of Charge/Case/ ID No: [REDACTED]  
Defendant Standing

Date Created: 5/23/06

Originator: Mike Pinkney

Organization: Palm Beach County

Proposed Change Description:

ACS will make changes to the conversion programs for handling the following additional processing logic pertaining to Charge / Case / Defendant Standing and Defendant Party Status.

Requested Functionality:

While processing through 01 record types, if the purge date is populated with a valid date then the proper date, based on business rules, will be used to update charge standing, case standing, and defendant party status. A defendant standing history record along with a docket will be inserted also.

The following logic should be used when dealing with 71\_01 and 72\_01 records: If purge date is populated and valid, then select the disposition date, paid date and docket filing date where the docket type code is "SCC". Compare the resulting dates to determine which is the most current and update the charge standing and charge standing date. Repeat the process until all charges for a case have been processed. Finally, compare all the dates that were used to close the charges on a case and use the most recent one to close the defendant party and case standing.

For 73\_01 records use the charge disposition date and update the charge standing and charge standing date. Compare all the dates that were used to close the charges on a case and use the most recent one to close the defendant party and case standing.

Technical Implementation Considerations:

REC\_7X\_FORMAT\_10C can be used to process through a combined table of 01 records.

The field JA\_50\_PAID\_DATE will be selected from REC\_7X\_FORMAT\_50.

Disposition Date is referring to CDRCCPT\_DISP\_DATE.



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**Change Control Form**

**Page 2 of 4**

**Justification:**

Change requested during verification of results from Conversion Run #9

**Affected Requirements:**

**Impact on Cost**

**Payment Terms:**

ACS will provide the fixed services as described in the Change Control, for the Fixed Price Services Fee of \$3,000.00 (the "Fixed Price Fee").

- An invoice for the amount of \$3,000 will be generated upon acceptance of the completion of Conversion Run #10

**FIXED PRICE SERVICES CHANGE CONTROL FEE:**

**\$ 3,000.00**





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**Change Control Form**

**Page 3 of 4**

**Impact on Schedule:**

The delivery of Conversion Run #10 will be affected by one week from May 26<sup>th</sup> to June 2<sup>nd</sup>.

**Impact on Resources:**

Use of existing resources assigned to Palm Beach County project



Government Systems, Inc.

Change Control Form

Page 4 of 4

Final Approvals:

Name: Mike Pinkney  
Position: JIS Project Manager  
Signature: *Michael Pinkney*  
Date: 6/16/06

Name: Paul Ruddy  
Position: ACS, V.P. of Operations  
Signature: *Paul Ruddy*  
Date: 6/16/06

PALM BEACH COUNTY, FL BY  
IT'S BOARD OF COUNTY  
COMMISSIONERS

By: \_\_\_\_\_  
Tony Masilotti, Chair

SHARON R. BOCK  
CLERK & COMPTROLLER

By: \_\_\_\_\_  
Deputy Clerk

APPROVED AS TO TERMS AND  
CONDITIONS

By: \_\_\_\_\_  
Director, Information Systems Services

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

By: \_\_\_\_\_  
Assistant County Attorney



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Change Control Form

Page 1 of 4

Title: OBTS reporting of Notice of Appeal

ID No:



Date: 6/12/06

Created:

Originator: Mike Pinkney

Organization: Palm Beach County

Proposed Change Description:

1. The Custom OBTS Extract Process will be modified to report Notice of Appeals as follows.
  - When a Notice of Appeal docket exists on a charge with an activity date within the date range of the process, a regular OBTS record will be created.
  - The Notice of Appeal will be reported in the Post Sentence Phase even if the charge has not reached the Post Sentence Phase.
  - If there are multiple Notice of Appeal dockets for the charge within the date range of the process, a regular OBTS record will be created for each Notice of Appeal docket and will appear in the extract in ascending filing date order.
  - The Notice of Appeal docket is identified on CZROBTS where the Category Name = "Notice of Appeal Date" and Type = "Docket"



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**Change Control Form**

**Page 2 of 4**

**Justification:**

To comply with OSCA'S OBTS reporting requirements as stated via email from Jim Brown to Tom McLaughlin.

**Affected Requirements:**

**Impact on Cost**

**Payment Terms:**

ACS will provide the fixed services as described in the Change Control, for the Fixed Price Services Fee of \$16,140.00 (the "Fixed Price Fee").

- An invoice for the amount of \$8,070 will be generated upon acceptance of the functional specs for the modification identified in this Change Control.
- An invoice for the amount of \$8,070 will be generated upon acceptance of modification

**FIXED PRICE SERVICES CHANGE CONTROL FEE:**

**\$ 16,140.00**



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**Change Control Form**

**Page 3 of 4**

**Impact on Schedule:**

Work will begin upon signing of this agreement

**Impact on Resources:**

Use of existing resources assigned to Palm Beach County project



Government Systems, Inc.

Change Control Form

Page 4 of 4

Final Approvals:

Name: Mike Pinkney

Name: Spencer Parrott

Position: JIS Project Manager

Position: ACS Vice President

Signature:

Signature:

Date

Date

PALM BEACH COUNTY, FL BY  
IT'S BOARD OF COUNTY  
COMMISSIONERS

By: \_\_\_\_\_  
Tony Masilotti, Chair

SHARON R. BOCK  
CLERK & COMPTROLLER

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Assistant County Attorney

APPROVED AS TO TERMS AND  
CONDITIONS

By: \_\_\_\_\_  
Director, Information Systems Services

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Change Control Form

Page 1 of 4

Title: House Bill 827/ Bonds 10/1/06 Requirement

ID No: [REDACTED]

Date: 7/6/06

Created:

Originator: Mike Pinkney

Organization: Palm Beach County

Proposed Change Description:

1. The Custom Bond Acceptance Maintenance form (CCABOND) will be modified to:
  - Require the user to select charge(s) if the case/party has charges,
  - The violation window will be modified to display all charges for the case/party and allow the user to select charges, multiple charges or all charges.
  - The accounting records created when a bond is posted will be modified to include the charge selected by the user. If multiple charges are selected, the first charge on the first case entered will be associated to the accounting records.
  - Allow user to delete a Bond ID if there is no receipt attached or the receipt has been voided and the Bond Status is New.
2. The Custom Bond Disposition form (CZABDIS) will be modified to:
  - Display the charges associated to a bond via a button that will open a window displaying the Case ID's and charges associated to the bond,
  - Allow the user to partially forfeit a Cash or Supersedeas Cash bond by adding a forfeit amount next to the forfeit date. There can be multiples in this area.
  - The accounting records created when a bond is posted will be modified to include the charge selected by the user when the bond was posted at CCABOND. If multiple charges were selected, the first charge on the first case entered will be associated to the accounting records.
3. The Custom Bond History form (CZIBHIS) will be modified to display the charges associated to a bond via a button that will open a window displaying the Case ID's and charges associated to the bond.
4. The Custom Bond Inquiry form (CCIBOND) will be modified to display the charges associated to a bond via a button that will open a window displaying the Case ID's and charges associated to the bond.
5. The Custom Docket Entry Form (CDADOCT) will be modified to add a "Bond" radio button. The radio button will be enabled when the user enters a docket with a rule at CTRDRUL. A row will be added to COACCTL for the user to identify the docket codes. The "Bond" view will contain all of the charges associated to the case/party. There will be a Bond Amount field for the user to

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- enter the bond amount for each charge the docket will be associated to.
6. The Custom Event Outcome Form (CSAEOUT) will be modified to add a "Bond" radio button in the docket association window. The radio button will be enabled when the user enters a docket with a rule at CTRDRUL. A row will be added to COACCTL for the user to identify the docket codes. The "Bond" view will contain all of the charges associated to the case/party. The user will be able to select the charges the docket is to be associated to. There will also be a Bond Amount field for the user to enter the bond amount for each charge.
  7. The Custom Service Document Maintenance Form (CCADREQ) will be modified to display the charges associated to the case/party. The user will be able to select the charges to be included in the service document. There will also be a Bond Amount field for the user to enter the bond amount for each charge.
  8. The Custom Service Document Tracking Maintenance form (COADTRA) will be modified to add a Charges button. The button will display all of the charges associated to the service document and the bond amount for each charge.

**Justification:**

To comply with the 10/1/06 requirement in House Bill 8271

**Affected Requirements:**





Government Systems, Inc.

**Change Control Form**

**Page 3 of 4**

**Impact on Cost**

**Payment Terms:**

ACS will provide the fixed services as described in the Change Control, for the Fixed Price Services Fee of \$114,210.00 (the "Fixed Price Fee").

- An invoice for the amount of \$57,105 will be generated upon acceptance of the functional specs for the modification identified in this Change Control.
- An invoice for the amount of \$57,105 will be generated upon acceptance of modification

**FIXED PRICE SERVICES CHANGE CONTROL FEE:**

**\$ 114,210.00**

**Impact on Schedule:**

Work will begin upon signing of this agreement

**Impact on Resources:**

Use of existing resources assigned to Palm Beach County project



Government Systems, Inc.

**Change Control Form**

**Page 4 of 4**

**Final Approvals:**

Name: Mike Pinkney

Name: Spencer Parrott

Position: JIS Project Manager

Position: ACS Vice President

Signature:

Signature:

Date

Date

**PALM BEACH COUNTY, FL BY  
IT'S BOARD OF COUNTY  
COMMISSIONERS**

By: \_\_\_\_\_  
Tony Masilotti, Chair

**SHARON R. BOCK  
CLERK & COMPTROLLER**

**APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY**

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Assistant County Attorney

**APPROVED AS TO TERMS AND  
CONDITIONS**

By: \_\_\_\_\_  
Director, Information Systems Services



**A C S\***

**Government Systems, Inc.**

**Change Control Form**

**Page 1 of 4**

Title: Reporting Probation Revocation Hearings (SRS)

ID No:



Date Created: 6/15/06

Originator: Mike Pinkney

Organization: Palm Beach County

**Proposed Change Description:**

1. The Custom Criminal SRS Rules form (CZRCRSR) will be modified to add a Probation Revocation Hearing radio button in the Special Proceedings Window.
2. The Custom Circuit Criminal SRS report (CZRCIRS) will be modified to report the Number of Probation Revocation Hearings in the Special Proceedings Section as follows:
  - Count each event identified on CZRCRSR for the "Probation Revocation Hearing" Event where the event date is within the date parameters of the report and the closing docket exists for the event.
3. The Custom County Criminal SRS report (CZRCTYS) will be modified to report the Number of Probation Revocation Hearings in the Special Proceedings Section as follows:
  - Count each event identified on CZRCRSR for the "Probation Revocation Hearing" Event where the event date is within the date parameters of the report and the closing docket exists for the event.



Government Systems, Inc.

**Change Control Form**

**Page 2 of 4**

**Justification:**

To report as a non-OBTS county

**Affected Requirements:**

**Impact on Cost**

**Payment Terms:**

ACS will provide the items addressed in this change control at no cost to PBC. Should the scope of the change be modified by the client during the course of reviewing the specifications or delivery of the change, ACS reserves the right to re-estimate the cost impact.

**FIXED PRICE SERVICES CHANGE CONTROL FEE:**

**\$0**



**Government Systems, Inc.**

**Change Control Form**

**Page 3 of 4**

**Impact on Schedule:**

Work will begin upon signing of this agreement

**Impact on Resources:**

Use of existing resources assigned to Palm Beach County project



A C S

Government Systems, Inc.

Change Control Form

Page 4 of 4

Final Approvals:

Name: Mike Pinkney

Name: Spencer Parrott

Position: JIS Project Manager

Position: ACS Vice President

Signature:

Signature:

Date

Date

PALM BEACH COUNTY, FL BY  
IT'S BOARD OF COUNTY  
COMMISSIONERS

By: \_\_\_\_\_  
Tony Masilotti, Chair

SHARON R. BOCK  
CLERK & COMPTROLLER

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Assistant County Attorney

APPROVED AS TO TERMS AND  
CONDITIONS

By: \_\_\_\_\_  
Director, Information Systems Services

ACS Confidential Information

07/21/06

ACS Justice Solutions  
Change Control Form  
CT -4



**A C S\***

**Government Systems, Inc.**

**Change Control Form**

**Page 1 of 4**

Title: Agency ID Distribution

ID No:

143

Date Created: 6/19/06

Originator: Mike Pinkney

Organization: Palm Beach County

**Proposed Change Description:**

1. The Custom Accounts Payable Distribution Rule form (CZRAPDT) will be modified to add an Agency ID field. The user will be able to enter either a Jurisdictional Area or Agency ID for distribution.
2. The Custom Accounts Payable Distribution Process (CZPDIST) will be modified to process payments based upon the Jurisdictional Area or Agency ID of the case entered on CZRAPDT.

**Assumptions:**

- Palm Beach will create an individual case at CVAQMVI for each of the affected charges.
- Palm Beach will create unique detc codes to be used for the affected charges



**A C S\***

**Government Systems, Inc.**

**Change Control Form**

**Page 2 of 4**

**Justification:**

To comply with July 01, 2006 legislative changes to distribute fees based upon the Agency issuing the charge.

**Affected Requirements:**

**Impact on Cost**

**Payment Terms:**

ACS will provide the fixed services as described in the Change Control, for the Fixed Price Services Fee of \$18,780.00 (the "Fixed Price Fee").

- An invoice for the amount of \$9,390 will be generated upon acceptance of the functional specs for the modification identified in this Change Control.
- An invoice for the amount of \$9,390 will be generated upon acceptance of modification

**FIXED PRICE SERVICES CHANGE CONTROL FEE:**

**\$ 18,780.00**



**Government Systems, Inc.**

**Change Control Form**

**Page 3 of 4**

ACS Confidential Information

07/21/06

ACS Justice Solutions  
Change Control Form  
CT -2



Impact on Schedule:

Work will begin upon signing of this agreement

Impact on Resources:

Use of existing resources assigned to Palm Beach County project



Government Systems, Inc.

Change Control Form

Page 4 of 4

Final Approvals:

Name: Mike Pinkney

Name: Spencer Parrott

Position: JIS Project Manager

Position: ACS Vice President

Signature:

Signature:

Date

Date

PALM BEACH COUNTY, FL BY  
IT'S BOARD OF COUNTY  
COMMISSIONERS

By: \_\_\_\_\_  
Tony Masilotti, Chair

SHARON R. BOCK  
CLERK & COMPTROLLER

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Assistant County Attorney

APPROVED AS TO TERMS AND  
CONDITIONS

By: \_\_\_\_\_  
Director, Information Systems Services

ACS Confidential Information

07/21/06

ACS Justice Solutions  
Change Control Form  
CT -4



Government Systems, Inc.

Change Control Form

Page 1 of 4

Title: Onsite Technical Database Support

ID No:



Date 6/27/06

Created:

Originator: Mike Pinkney

Organization: Palm Beach County

Proposed Change Description:

Palm Beach County has requested the assistance of an onsite technical resource to assist them with the setup and migration of modifications for the Public Defender database environment. This service shall be up to one week in duration inclusive of travel time.



**Government Systems, Inc.**

**Change Control Form**

**Page 2 of 4**

**Justification:**

Requested by PBC Project manager

**Affected Requirements:**

None

**Impact on Cost**

**Payment Terms:**

ACS will provide the fixed services as described in the Change Control, for the Fixed Price Services Fee of \$6,000.00 (the "Fixed Price Fee"). This amount is inclusive of travel expenses.

- An invoice for the amount of \$6,000 will be generated upon acceptance of the completion of the week of onsite support

**FIXED PRICE SERVICES CHANGE CONTROL FEE:**

**\$ 6,000.00**



**Government Systems, Inc.**

**Change Control Form**

**Page 3 of 4**

**Impact on Schedule:**

The scheduling of this unit of service will be upon mutual agreement of ACS and Palm Beach County. It is anticipated that the service will be scheduled and completed by September 30, 2006.

**Impact on Resources:**

None



Government Systems, Inc.

**Change Control Form**

**Page 4 of 4**

**Final Approvals:**

Name: Mike Pinkney

Name: Spencer Parrott

Position: JIS Project Manager

Position: ACS Vice President

Signature:

Signature:

Date

Date

**PALM BEACH COUNTY, FL BY  
IT'S BOARD OF COUNTY  
COMMISSIONERS**

By: \_\_\_\_\_  
Tony Masilotti, Chair

**SHARON R. BOCK  
CLERK & COMPTROLLER**

**APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY**

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Assistant County Attorney

**APPROVED AS TO TERMS AND  
CONDITIONS**

By: \_\_\_\_\_  
Director, Information Systems Services



Government Systems, Inc.

## Change Control Form

Page 1 of 4

Title: Conversion #10 ChangesID No: 46Date: 7/5/06  
Created:Originator: Mike PinkneyOrganization: Palm Beach County

## Proposed Change Description:

- 1) To address issue #16 from the Conversion Run #10 Issues List, ACS will modify the Charges program to only create ZINFO Docket entry for felonies.
- 2) To address issue #21 from the Conversion Run #21 Issues List, ACS will create a new script to remove the Charge Due Date from all charges on all cases that have a TR Court Code and have any converted event, past or future. This could be an event with any Event Code including but not limited to: AR, BOND, FTA, SENT, STCK, VOP, etc. If the case is considered "In Collections" or "Collection Recalled", then the due date will remain as the next payment due date.
- 3) Charge Due Date (CDRCCPT\_CT\_DUE\_DATE) should be updated for all cases **EXCEPT** those updated through item #2 above and those updated through Change Control #135 [those that have been sent to Collections]. This due date should be updated with the same hierarchy of dates currently in place for Infractions. This hierarchy is as follows:

Order of Precedence	Screen Name / Description	Field Name
1	JISN(?) - Sentence School Date	J1-51-MDY
2	JISN - Pay Later Date	JA-50-SENT-PY-DTE
3	JISN - Sentence Date	JA-50-DTE-SENT
4	JIH - Disposition Date	JIDP-DISP-CYMD
*If the above dates are not available and the payable is a Traffic Payable, then consider:		
A	JID6 - Failed to Comply Date	JA-06-FAIL-COMPLY-DATE
B	JITB - Court Date	J1-01-COURT-DATE

- 4) Regardless of how many Open VOP Dockets or Closed VOP Dockets are created in what order, only the last action will be used to evaluate whether the VOP is Open or Closed. The VOP process has four main sections. This Open or Closed status is what signifies whether we move to the next section of processing or stop the processing with the current status of the VOP.
- 5) For file types 72 & 73, if the plea comes from the Arraignment 03 Plea, then the plea date will be the greater of the two FA Plea dates: FM\_03\_ARR\_MM/DD/YY or FM\_03\_PW\_MM/DD/YY. If neither of these dates are populated and valid, the plea date is the disposition date.

07/21/06

ACS Confidential Information

ACS Justice Solutions  
Change Control Form  
CT -1



Government Systems, Inc.

Change Control Form

Page 2 of 4

Justification:

To resolve issues reported during Conversion verification testing.

Affected Requirements:

None

Impact on Cost

Payment Terms:

ACS will provide the fixed services as described in the Change Control, for the Fixed Price Services Fee of \$18,000.00 (the "Fixed Price Fee").

- An invoice for the amount of \$18,000 will be generated upon acceptance of the completion of conversion run #11.

**FIXED PRICE SERVICES CHANGE CONTROL FEE:** **\$ 18,000.00**





**A C S\***

**Government Systems, Inc.**

**Change Control Form**

**Page 3 of 4**

**Impact on Schedule:**

Will be delivered in conversion run #11

**Impact on Resources:**

None



Government Systems, Inc.

Change Control Form

Page 4 of 4

Final Approvals:

Name: Mike Pinkney

Name: Spencer Parrott

Position: JIS Project Manager

Position: ACS Vice President

Signature:

Signature:

Date

Date

PALM BEACH COUNTY, FL BY  
IT'S BOARD OF COUNTY  
COMMISSIONERS

By: Tony Masilotti, Chair

SHARON R. BOCK  
CLERK & COMPTROLLER

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

By: Deputy Clerk

By: Assistant County Attorney

APPROVED AS TO TERMS AND  
CONDITIONS

By: Director, Information Systems Services



**A C S\***

**Government Systems, Inc.**

**Change Control Form**

**Page 1 of 4**

Title:            Sealed Case Message

ID No:



Date            7/10/06  
Created:

Revised        7/19/06  
Date:

Originator:    Mike Pinkney

Organization:    Palm Beach County

**Proposed Change Description:**

1. The BANNER application will be modified to display the following for the Message Only level of sealed security: 'This case is sealed per Court Order.'
2. Court Connect will be modified to display the following for the Message Only level of sealed security: 'This case is sealed per Court Order.'  
When the user performs a search by Case ID.

ACS will not change any of the existing Baseline functionality related to the display of sealed cases when searching by party. With message only security, sealed cases do not display when performing a search in BANNER that does not require the user to enter a Case ID and no message displays. They will not display on any of the searches in Court Connect.



**A C S\***

**Government Systems, Inc.**

**Change Control Form**

**Page 2 of 4**

**Justification:**

Requested by PBC Core Team.

**Affected Requirements:**

**Impact on Cost**

**Payment Terms:**

ACS will perform the modification as defined above at no cost to Palm Beach County. If Palm Beach modifies the scope of the request, ACS reserves the right to re-estimate the cost.

**FIXED PRICE SERVICES CHANGE CONTROL FEE:**

**\$0**



**A C S**

**Government Systems, Inc.**

---

**Change Control Form**

**Page 3 of 4**

**Impact on Schedule:**

Work will begin upon signing of this agreement

**Impact on Resources:**

Use of existing resources assigned to Palm Beach County project



**A C S\***

**Government Systems, Inc.**

**Change Control Form**

**Page 4 of 4**

**Final Approvals:**

Name: Mike Pinkney

Name: Spencer Parrott

Position: JIS Project Manager

Position: ACS Vice President

Signature: 

Signature: 

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

Date: 7-24-06

**PALM BEACH COUNTY, FL BY  
IT'S BOARD OF COUNTY  
COMMISSIONERS**

By: \_\_\_\_\_  
Tony Masilotti, Chair

**SHARON R. BOCK  
CLERK & COMPTROLLER**

**APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY**

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Assistant County Attorney

**APPROVED AS TO TERMS AND  
CONDITIONS**

By: \_\_\_\_\_  
Director, Information Systems Services



**A C S**

**Government Systems, Inc.**

**Change Control Form**

**Page 1 of 4**

Title: Modify CAACKRQ

ID No: 

Date 9/29/05

Created:

Originator: Mike Pinkney

Organization: Palm Beach County

**Proposed Change Description:**

Check Request Form CAACKRQ will be modified as follows:

The "Print to File" button will be modified to call processes based upon the associated bank codes. If the bank code is one of the bank codes identified on the Custom Control Form for Bond Check Printing, the CZPCKOP process will be called. All other bank codes will call the CZPCHKC process.



Government Systems, Inc.

**Change Control Form**

**Page 2 of 4**

**Justification:**

Process Civil Checks using a new process (CZPCHKC) created by eVisions.

**Affected Requirements:**

None

**Impact on Cost**

**Payment Terms:**

ACS will provide the fixed services as described in the Change Control, for the Fixed Price Services Fee of \$15,130.00 (the "Fixed Price Fee").

All invoices are due and payable "net 30". Invoices which are over 30 days past due will incur a service charge of one and one half percent (1½%) per month or eighteen percent (18%) per year.

- An invoice for the amount of \$7,565 will be generated upon acceptance of the functional specs for the modification identified in this Change Control.
- An invoice for the amount of \$7,565 will be generated upon acceptance of modification.

**FIXED PRICE SERVICES CHANGE CONTROL FEE:**

**\$ 15,130.00**





**A C S\***

**Government Systems, Inc.**

**Change Control Form**

**Page 3 of 4**

Impact on Schedule:

Will begin work upon signing.

Impact on Resources:

Use of existing resources assigned to Palm Beach County project



Government Systems, Inc.

Change Control Form

Page 4 of 4

Final Approvals:

Name: Mike Pinkney

Name: Spencer Parrott

Position: JIS Project Manager

Position: ACS Vice President

Signature: 

Signature: 

Date

Date

7-24-06

PALM BEACH COUNTY, FL BY  
IT'S BOARD OF COUNTY  
COMMISSIONERS

By: \_\_\_\_\_  
Tony Masilotti, Chair

SHARON R. BOCK  
CLERK & COMPTROLLER

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Assistant County Attorney

APPROVED AS TO TERMS AND  
CONDITIONS

By: \_\_\_\_\_  
Director, Information Systems Services



Government Systems, Inc.

Change Control Form

Page 1 of 4

Title: Modify Outbound Collections Process

ID No:



Date Created: 8/2/06

Originator: Mike Pinkney

Organization: Palm Beach County

Proposed Change Description:

1. The Custom Case Assignment to Collections Process will be modified as follows:
  - The amount paid and the account balance in the Paid Accounts Section of the report will only include payments made with (P)ayment type detail codes
  - The balance after transaction and transaction amount for payments and voids in the Transactions Flat File will only include payments made with (P)ayment type detail codes

Assumptions: Receipts can include multiple payment type detail codes. If a receipt has multiple payment types, only the (P)ayment type detail codes will be considered in the calculations as stated above.



Government Systems, Inc.

Change Control Form

Page 2 of 4

Justification:

Requested by Core Team

Affected Requirements:

None

Impact on Cost

Payment Terms:

ACS will provide the fixed services as described in the Change Control, for the Fixed Price Services Fee of \$6,000.00 (the "Fixed Price Fee").

All invoices are due and payable "net 30". Invoices which are over 30 days past due will incur a service charge of one and one half percent (1½%) per month or eighteen percent (18%) per year.

- An invoice for the amount of \$6,000 will be generated upon acceptance of modification.

**FIXED PRICE SERVICES CHANGE CONTROL FEE:**

**\$ 6,000.00**



**A C S\***

**Government Systems, Inc.**

**Change Control Form**

**Page 3 of 4**

Impact on Schedule:

Will begin work upon signing.

Impact on Resources:

Use of existing resources assigned to Palm Beach County project



Government Systems, Inc.

Change Control Form

Page 4 of 4

Final Approvals:


Name: Mike Pinkney

Name: Spencer Parrott

Position: JIS Project Manager

Position: ACS Vice President

Signature: 

Signature: 

Date

Date

8-4-06

PALM BEACH COUNTY, FL BY  
IT'S BOARD OF COUNTY  
COMMISSIONERS

By: \_\_\_\_\_  
Tony Masilotti, Chair

SHARON R. BOCK  
CLERK & COMPTROLLER

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Assistant County Attorney

APPROVED AS TO TERMS AND  
CONDITIONS

By: \_\_\_\_\_  
Director, Information Systems Services



Government Systems, Inc.

Change Control Form

Page 1 of 4

Title: Modify CTVCHRG to remove uniqueness of record number ID No: [REDACTED]

Date Created: 8/1/06

Revised Date:

Originator: Mike Pinkney

Organization: Palm Beach County

Proposed Change Description:

The Custom Charge Code Validation Form CTVCHRG will be modified as follows:

- The record number will no longer be unique
- There will no longer be a validation or error message related to the uniqueness of the record number



Government Systems, Inc.

**Change Control Form**

**Page 2 of 4**

**Justification:**

Requested by PBC Core Team.

**Affected Requirements:**

**Impact on Cost**

**Payment Terms:**

ACS will perform the modification as defined above at no cost to Palm Beach County. If Palm Beach modifies the scope of the request, ACS reserves the right to re-estimate the cost.

**FIXED PRICE SERVICES CHANGE CONTROL FEE:** **\$0**





**A C S\***

**Government Systems, Inc.**

**Change Control Form**

**Page 3 of 4**

**Impact on Schedule:**

Work will begin upon signing of this agreement

**Impact on Resources:**

Use of existing resources assigned to Palm Beach County project



A C S

Government Systems, Inc.

Change Control Form

Page 4 of 4

Final Approvals:

Name: Mike Pinkney

Name: Bill McGrath

Position: JIS Project Manager

Position: ACS Project Manager

Signature:

*Michael Pinkney*

Signature:

*Bill McGrath*  
8-4-06

Date

Date

PALM BEACH COUNTY, FL BY  
IT'S BOARD OF COUNTY  
COMMISSIONERS

By: \_\_\_\_\_  
Tony Masilotti, Chair

SHARON R. BOCK  
CLERK & COMPTROLLER

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Assistant County Attorney

APPROVED AS TO TERMS AND  
CONDITIONS

By: \_\_\_\_\_  
Director, Information Systems Services

R98 1540D SEP 29 1998

AGREEMENT

BETWEEN PALM BEACH COUNTY  
AND SCT GOVERNMENT SYSTEMS, INC. FOR  
SERVICES RELATED TO THE CIVIL INFORMATION SYSTEM

THIS AGREEMENT is entered into by and between PALM BEACH COUNTY ("County"), a Political Subdivision of the State of Florida, by and through its Board of County Commissioners, and SCT GOVERNMENT SYSTEMS, INC. ("SCT"), a corporation whose address is 1733 Harrodsburg Road, Suite 100, Lexington, KY 40504-3617, and whose F.E.I.N. is \_\_\_\_\_.

WITNESSETH THAT:

In consideration of the payments hereinafter specified and which County agrees to make, SCT agrees to furnish and deliver all services, and to do and perform all work and labor required to be furnished and delivered, in accordance with this AGREEMENT for providing, modifying and deploying a Civil Information System (hereinafter "CIVIS System") consistent with the terms of this Agreement, including the CIVIS Statement of Work for Palm Beach County and all of its attachments, which are included and hereby made a part of this AGREEMENT:

ARTICLE 1 - DEFINITIONS

When used in this AGREEMENT, the capitalized terms in this section shall have the following meanings:

A. **Acceptance** -- shall mean the acceptance of specified Deliverables by County in accordance with the process set forth in Article 7 of this AGREEMENT.

B. **Banner Baseline Component Systems** -- shall mean the proprietary, general release, unmodified versions of the software systems licensed by SCT to the County under the terms and provisions of the Software License Agreement.

C. **Change Management (also referred to as Change Control Management)** -- shall mean the procedures for implementing changes to the Scope of Work that potentially impact the cost and/or Project Plan which will be reviewed by SCT and the County in accordance with the Issue/Change Control Management procedures defined in Article 22 of this Agreement and in Section 2.3.11 of the Statement of Work.

D. **Civil Court** – shall mean the Civil, Probate/Guardianship, Mental Health, Family and Domestic Violence Courts of Palm Beach County and the 15<sup>th</sup> Judicial Circuit of the State of Florida and any other courts which are created or exist as a part of the civil court system of Palm Beach County, Florida.

E. **Confidential Information** – shall mean non-public information of a party to this Agreement. Confidential Information of SCT includes the Modified Banner Component Systems, all Software provided by SCT with the Modified Banner Component Systems, and algorithms, methods, techniques and processes revealed by the Source Code of the Modified Banner Component Systems and any software provided by SCT with the Modified Banner Component Systems. Confidential Information of the County shall include information relating to non-public court proceedings. Confidential Information does not include information that: (i) is or becomes known to the public without fault or breach of the Recipient; (ii) the Discloser regularly discloses to third parties without restriction on disclosure; or (iii) the Recipient obtains from a third party without restriction on disclosure and without breach of a non-disclosure obligation.

F. **County Contract Manager** – shall mean the individual identified with the responsibility designated in Article 16 of this Agreement.

G. **County Project Manager** – shall mean the individual identified with the responsibility designated in Article 16 of this Agreement.

H. **"Day-One" Meets Requirements** – shall mean the items identified in the Palm Beach County CIVIS System Requirements Matrix that have an "x" placed in the "D1" column and an "x" placed in the "Meets" column.

I. **"Day-One" Modification Requirements** – shall mean the items identified in the Palm Beach County CIVIS System Requirements Matrix that have an "x" placed in the "D1" column and any one of the following designations in the "Mod" column: x, C98, C99, C, or M.

J. **Deliverables** – shall mean all Software, Documentation, and other materials developed for or delivered to COUNTY by SCT under this Agreement as specified in the Statement of Work.

K. **Derivative Work** – shall mean a work that is based upon one or more preexisting works, such as a revision, modification, translation, abridgement, condensation, expansion, or any other form in which such preexisting works may be recast, transformed, or adapted, and that, if prepared without authorization of the owner of the copyright in such preexisting work, would

constitute a copyright infringement. For purposes hereof, a Derivative Work shall also include any compilation that incorporates such a preexisting work.

L. **Discloser** -- shall mean the party providing its Confidential Information to the Recipient.

M. **Documentation** -- shall mean the functional and technical specifications which will be provided by SCT as Deliverables during the development of each Modification hereunder, together with any user manuals, logic manuals, flow charts and principles of operation relating thereto.

N. **Effective Date** -- shall mean the date that this AGREEMENT becomes effective and binding upon the parties. The Effective Date shall be the date this Agreement is approved by Palm Beach County's Board of County Commissioners. This effective date shall be used when determining the completion dates set forth in the Project Plan to the extent they are expressed in terms of "Months after Contract" (MAC), or "Days after Contract" (DAC).

O. **Equipment** -- shall mean any host(s) or County server configuration(s) and/or combinations of host(s) and County server configuration(s), together with personal computers and related equipment, on which County is permitted to use the Licensed Software under the Software License Agreement.

P. **Error** -- shall mean the failure of any Modification to operate in compliance with its functional specification, which Error SCT is able to replicate either by remotely accessing County's equipment from an SCT-controlled computer or by recreating the Error on a computer configuration which is comparable to County's equipment and is under SCT's control.

Q. **Functional Consultant** - shall mean an SCT representative with specific expertise in one or more functional areas of the Banner Baseline Component Systems.

R. **Intellectual Property Rights** -- shall mean any rights under patent, semiconductor chip protection, copyright, trade secret, trademark, or similar laws throughout the world.

S. **JUROR for Windows** -- shall mean the proprietary, general release, unmodified version 4.0o of the software systems licensed by SCT on behalf of Omni-Tech to the County under the terms and provisions of the Software License Agreement.

T. **Key SCT Employees** – shall mean the SCT Project Manager, SCT Project Technical Lead, SCT Functional Consultant, and the SCT Technical Consultant.

U. **Licensee Employees (also referred to as County Employees)** – shall mean individuals who are temporarily or permanently employed by Palm Beach County.

V. **Modification** – shall mean those SCT-developed custom changes to the Source Code and/or Object Code of the Banner Baseline Component Systems which SCT will provide under the Statement of Work. A description of each of the Modifications to be provided by SCT for the County is provided in Section 2.3.6 and 2.3.7 of the Statement of Work.

W. **Modified Banner Component Systems (also referred to as CIVIS System)** – shall mean the Civil Information System for the County as defined by the Statement of Work. This system will consist of the Banner Baseline Component Systems and the Modifications.

X. **Object Code** – shall mean the computer programs assembled, compiled, or converted to magnetic or electronic binary form on software media, which are readable and usable by computer equipment.

Y. **Omni-Tech** – shall mean Omni-Tech Systems, Ltd. Located at Suite 2016-7445 132nd Street, Surrey, B.C. CANADA V2W 1J8. Omni-Tech is the owner of the Juror for Windows software licensed by SCT under the Software License Agreement and will also serve as a subcontractor to SCT to provide the implementation services with respect to the Juror for Windows software.

Z. **"Post-Production" Requirements** – shall mean the items identified in the Palm Beach County CIVIS System Requirements Matrix that have a "PP" placed in the "PP" column and any one of the following designations in the "Mod" column: x, C98, C99, C, or M.

AA. **Preliminary Project Plan** – shall mean the document, attached to the Statement of Work as Appendix B, prepared jointly by the parties which defines the anticipated tasks, milestones, time frames, and task relationships for the SCT Scope of Work defined hereunder.

BB. **Production Environment** – shall mean that equipment which is defined in Section 2.3.16 of the Statement of Work.

CC. **Project Plan** – shall mean the document which defines the tasks, milestones, time frames, and task relationships for the SCT Scope of Work defined hereunder. The Project Plan shall not vary from the Preliminary Project Plan except to the extent that it is mutually agreed to by both parties.

DD. **Recipient** – shall mean the party receiving Confidential Information of the Discloser.

EE. **Remote Access Environment** – shall mean that equipment which is defined in Section 2.3.16 of the Statement of Work.

FF. **SCT** – shall mean SCT Government Systems, Inc. and, where applicable in accordance with this Agreement, its subcontractors.

GG. **SCT Project Manager** – shall mean the individual identified with the responsibility designated in Article 16 of this Agreement.

HH. **SCT Project Technical Lead** – shall mean the individual assigned to lead the Technical Specification and Modification process.

II. **SCT Scope of Work (also referred to as Scope of Work)** – shall mean the services expressly described in the Statement of Work, and in the Project Plan, as the responsibility of SCT to provide to the County in exchange for the payment of the fees set forth herein.

JJ. **Software** -- shall mean computer programming code. If not otherwise specified, Software shall include both Object Code and Source Code.

KK. **Software License Agreement** -- shall mean the Software License Agreement entered into separately between the parties on or about the effective date of this Agreement.

LL. **Source Code** -- shall mean the human readable form of computer programs which are written in higher-level programming languages, including all comments and other programmer documentation.

MM. **Statement of Work** -- The CIVIS Statement of Work for Palm Beach County, along with its attachments, which is attached hereto and made a part hereof.

NN. **Supplemental Services** -- shall mean those additional and separately billable services which are beyond the SCT Scope of Work which shall only be provided in accordance with Section 2.3.11 of the Statement of Work.

OO. **System Requirements Matrix (also referred to as CIVIS System Requirements Matrix)** - The document, attached to the Statement of Work as Appendix A, that identifies the functionality existing in, and the Modifications to be performed to, the Banner Baseline Component Systems.

PP. **Technical Consultant** -- shall mean an SCT representative with specific expertise in one or more technical areas of the Banner Baseline Component Systems.

QQ. **Test/Development Environment** -- shall mean that equipment which is defined in Section 2.3.16 of the Statement of Work.

RR. **Training Environment** -- shall mean that equipment which is defined in Section 2.3.16 of the Statement of Work.

SS. **Year 2000 Compliant** -- shall mean the ability to provide all of the following functions: (i) accurately handle date information before, during, and after January 1, 2000, including but not limited to accepting date input, providing date output, and performing calculations on dates or portions of dates; (ii) function without substantial interruption before, during and after January 1, 2000, without any change in operations associated with the advent of the new century; (iii) respond to two-digit, year-date input in a way that resolves the ambiguity as to century in a disclosed, defined, and predetermined manner; and; (iv) store and



provide output of date information in ways that are unambiguous as to century.

## ARTICLE 2 – SCOPE OF SERVICES

The services to be provided by SCT hereunder is described in this Agreement, the Statement of Work and the Attachments to the Statement of Work.

## ARTICLE 3 - SCT PERFORMANCE

SCT will perform the services described in the Statement of Work to accomplish its responsibilities with respect to the delivery and implementation of the Banner Baseline Component Systems and Juror for Windows, as well as the Modifications for County, which is the basis for the financial terms set forth in the AGREEMENT. The AGREEMENT specifically excludes any responsibility for providing any hardware, software or other services which are not specifically set forth in the AGREEMENT and Exhibits; provided however, that SCT shall confer with County in identifying and configuring the Equipment so that the Deliverables shall operate in accordance with the terms of this Agreement.

SCT will deliver, or will cause to be delivered, a Software License Agreement sufficient to ensure that County will have the right to use and reproduce, modify, or have modified by its designated agent, the Deliverables under this AGREEMENT, in accordance with the Software License Agreement.

County has entrusted to SCT the work to be performed under this AGREEMENT, and SCT will use its professional expertise in dealing with its subcontractors, including Omni-Tech, to protect the interests of the County at all times. The quality of SCT'S work will be consistent with the Statement of Work and with the prevailing generally accepted industry standards which apply to the provision of professional and workmanlike services.

County will be entitled to monitor SCT'S performance for compliance with the Statement of Work and the AGREEMENT, and may make comments and recommendations to SCT regarding the work; provided however that any such comments and recommendations by County will not relieve SCT of any of its obligations under the AGREEMENT, unless otherwise agreed to by the parties herein as authorized pursuant to Change Management. Without limiting the foregoing, however, SCT remains fully responsible for the adequacy and accuracy of its professional services.

Based on the available documents, timetables, and duration of the AGREEMENT, SCT represents on behalf of itself and any subcontractors that they have no internal scheduling conflicts and that they will avoid any internal scheduling conflicts in the future

which might affect the performance of this AGREEMENT in any material respect. In executing this AGREEMENT, SCT represents that it has the authority to make the foregoing representation on behalf of its subcontractors.

#### ARTICLE 4 - PERFORMANCE SCHEDULE

SCT recognizes that County desires that the Deliverables described in the Statement of Work will be delivered within the time frames reflected in the Project Plan. In this regard, SCT agrees to meet its responsibilities under this Agreement, including the Statement of Work, such that County may accomplish this objective. The parties understand and agree that the failure of SCT to timely deliver certain Deliverables hereunder may be deemed to be a material breach of this Agreement. However, County recognizes and agrees that in no event shall SCT be responsible for any delays caused by events outside of SCT's reasonable control, which events may include, but shall not be limited to, delays caused by third parties (except for Omni-Tech), delays caused by the County's network, or delays caused by County's failure to timely meet its responsibilities as set forth in the Statement of Work. SCT may be permitted to deliver one or more Deliverables early when appropriate, but not out of sequence, to facilitate the accomplishment of the overall project effectively. However, such early delivery option shall for each Deliverable be subject to the prior written approval by County, which approval shall not be unreasonably withheld.

#### ARTICLE 5 - COMPENSATION

##### A. Payment Schedule

County shall pay SCT incrementally only upon Acceptance of each Deliverable pursuant to the Payment Schedule attached to the Statement of Work; provided, however, that for those items that are not subject to Acceptance by the County, payment shall be due upon receipt of the Deliverable.

Neither party shall have any obligations or responsibilities with respect to the Deliverables identified as "Phase II" Deliverables in the Statement of Work unless the County notifies SCT in writing, on or before September 30, 1999, that the County wishes to exercise its option to retain SCT to provide such Deliverables. In the event that the County so notifies SCT of its election to retain SCT for these "Phase II" Deliverables, then SCT shall provide the Deliverables identified in the Statement of Work for Phase II and County shall pay SCT the aggregate fees set forth in the Payment Schedule for these Deliverables. Upon the County's notice of the exercise of this option, the parties shall in good faith negotiate the date on which the "Phase II" services shall commence and the dates on which SCT shall be paid for such "Phase II" services and Deliverables.

B. Invoicing Procedure

A separate invoice shall be provided by SCT for each Deliverable identified on the Payment Schedule. All invoices shall specifically refer to the Deliverable as set forth in the Payment Schedule to which the invoice relates and shall correspond to the Price as set forth in the Payment Schedule. With respect to Deliverables requiring County Acceptance, invoices for such Deliverables shall be submitted to County by SCT only after Acceptance by County of that particular Deliverable. Any invoice submitted for a Deliverable for which Acceptance has not occurred, and yet was required, shall automatically be deemed null and void and under no circumstances shall any payment be due for that invoice. Invoices shall be net 30 days, shall be addressed to County's Contract Manager, and shall be submitted no more frequently than monthly for charges due or accruing in each calendar month. Late charges will be imposed pursuant to the Florida Prompt Payment Act, Chapter 218, Florida Statutes.

In the event that changes occur in the current Project Plan and/or Payment Schedule as a result of Change Management, and an invoice is thereby permitted for charges authorized under this AGREEMENT for time and materials, the invoice shall indicate the names, skill levels, and hours of the employees performing the work, and shall separately set forth expenses, if any, for reimbursement. In the case of time and materials services (none of which are currently to be provided under the Statement of Work), reimbursement for expenses shall be limited by Section 112.061, Florida Statutes. Supporting documentation (e.g., receipts for air travel, hotels, and rental cars) shall accompany any such invoice. Any extraneous terms on SCT's invoices shall be void and of no effect.

ARTICLE 6 - REPORTS

A. Weekly Reports

SCT agrees to provide County with weekly written progress reports. In the event that the Project Managers are in agreement that a weekly written progress report for a particular week is not necessary, the Project Managers may mutually agree to defer a report for that week. In any event, progress reports shall be provided at least on a monthly basis. Unless otherwise requested by County, SCT's standard reports shall each indicate:

1. Status of progress to milestones provided in the Integrated Progress Schedule (Exhibit C);
2. Short description of technical problems in meeting such milestone;
3. Proposed recovery method, if needed, to meet next milestone; and
4. Potential schedule delays in meeting next milestone;

SCT shall separately and immediately report:

1. SCT's discovery of any circumstances that appear likely to lead to a delay in the project; and
2. Any other significant problems encountered during the project.

In each case, SCT shall provide a detailed description of its proposed recovery method to comply with the requirements of this Agreement.

**B. Quarterly Meeting**

Approximately once every three (3) months, the parties shall meet for a formal progress presentation of approximately two (2) hours' duration, during which SCT'S management shall describe the status of the work to be performed under the Statement of Work (Exhibit A). Such presentation shall provide projections of the time of completion, and the status of SCT'S services and Deliverables, and shall address any problems that have come to SCT'S attention and SCT'S views as to how such problems may be resolved.

**C. Site Visits**

SCT shall, from time to time and upon reasonable notice, allow access to its premises by County for purposes of design review, "walkthroughs," and discussions between County and SCT'S management and personnel concerning the status and conduct of work being performed under the Statement of Work.

**ARTICLE 7 – DELIVERY AND ACCEPTANCE**

**A. Delivery**

SCT shall deliver all Deliverables in accordance with the Delivery Confirmation process described in Section 2.3.13 of the Statement of Work.

**B. Acceptance Testing**

Certain Deliverables are subject to acceptance testing or review by County in accordance with, and as described in, Sections 2.1, 2.3.13 and Section 4 of the Statement of Work. If reasonably requested, and upon reasonable notice, by County, one or more members of SCT'S technical staff shall be made available during Acceptance testing to observe and/or provide advice or

assistance to County in conducting such tests. The Acceptance Criteria for the applicable Deliverables shall be as set forth in Section 2.3.13, Section 2.1 and Section 4 of the Statement of Work.

Within the Acceptance time period set forth in Section 2.3.13 of the Statement of Work, County's Project Manager shall transmit to SCT'S Project Manager a written notice of acceptance or rejection of the Deliverables signed by the County Project Manager. In the event of rejection, County shall give its reasons for rejection to SCT'S Project Manager in said written notice and in reasonable detail sufficient to identify any deviation from the Acceptance Criteria. SCT shall use all reasonable effort to correct any deficiencies or nonconformities and resubmit the rejected items as promptly as possible, following the same process as set forth above and in the Statement of Work, including obtaining a new countersigned Delivery Confirmation.

County will not issue a notice of rejection with regard to any Deliverable solely for the reason that it fails to conform with the Acceptance Criteria in a non-material respect, provided that SCT takes corrective action to cure the non-material non-conformities with reasonable dispatch to the extent reasonably requested by the County.

#### ARTICLE 8 - YEAR 2000 SYSTEMS INTEGRATION

With respect to third party hardware and software products (other than Juror for Windows) which are required to support the operation of the Modified Banner Component Systems (hereafter, "Required Products"), SCT agrees that, during the period in which SCT is providing implementation and other services for the County as set forth the Project Plan, it will provide reasonable assistance to the County, at the County's request, during the County's evaluation of whether such Required Products properly exchange date data with the Modified Banner Baseline Component Systems in such a manner that the Modified Banner Baseline Component Systems will remain Year 2000 Compliant in the handling of such data. In addition, provided that the Required Products are Year 2000 Compliant, and provided further that such Required Products export date data in a four (4) digit format, then, for a period of twenty four (24) months from the Effective Date of this Agreement, SCT represents and warrants that the Modified Banner Baseline Component Systems will remain Year 2000 Compliant following the transmission of such date data through the SCT-developed interface.

## ARTICLE 9 - INDEMNITY AND INSURANCE

### A. Negligent Acts and Omissions

SCT shall indemnify and save harmless and defend the County, its agents, servants, and employees from and against any and all claims, liability, losses, and/or cause of action for bodily injury (including death) and/or damage to tangible personal property which may arise from any willful or negligent act or omission of SCT, its agents, servants, or employees in the performance of services under this Contract.

### B. Indemnification Against Infringement

SCT, at its own expense, shall protect, defend, hold harmless, and indemnify County and shall pay any damages, agreed upon settlement amounts, or necessary costs (including attorney fees, litigation costs and fines) finally awarded with respect to all proceedings or claims against it or them for the infringement of any Intellectual Property Rights resulting from SCT's development and/or production and/or any subsequent use of the Deliverables hereunder by SCT or County. SCT shall not have any liability hereunder based on (1) required compliance by SCT with Design Documentation originating with and furnished by County, if such compliance necessarily and solely gives rise to such proceedings or claims; (2) infringement or alleged infringement caused solely by County-supplied Software or hardware components; (3) County's failure to provide prompt notice to SCT of any such proceeding or claim and copies of all communications, notices, and/or other actions relating to such claim; or (4) infringements resulting from modifications or alterations made after delivery of any Deliverables by SCT. In addition: (5) County must in writing grant SCT sole control of the defense of any claim covered hereby and of all negotiations for its settlement or compromise (if County chooses to represent its own interests in any such action, County may do so at its own expense, but such representation must not prejudice SCT's right to control the defense of the claim and negotiate its settlement or compromise); and (6) County must reasonably cooperate with SCT to facilitate the settlement or defense of the claim. County shall not agree to settle any such proceeding or claim without the written consent of SCT, which consent shall not be unreasonably withheld.

### C. Insurance

1. Prior to execution of this AGREEMENT by the County, SCT shall provide certificates evidencing insurance coverages as required hereunder. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The Certificates shall clearly indicate that SCT has obtained insurance of the type, amount, and classification as required for strict compliance with this ARTICLE, and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the County's Contract Manager. Compliance with the foregoing requirements shall not relieve SCT of its liability and obligations under this AGREEMENT.

2. SCT shall maintain, during the term of this AGREEMENT, standard Professional Liability Insurance in the minimum amount of two million dollars (\$2,000,000) per occurrence.

3. SCT shall maintain, during the life of this AGREEMENT, commercial general liability including contractual liability insurance in the amount of one million dollars (\$1,000,000) per occurrence to protect SCT from claims for damages for bodily and personal injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this AGREEMENT, whether such operations be by SCT or by anyone directly employed by or contracting with SCT.

4. SCT shall maintain, during the life of this AGREEMENT, comprehensive automobile liability insurance in the minimum amount of five hundred thousand dollars (\$500,000) combined single limit for bodily injury and property damage liability to protect SCT from claims for damages for bodily and personal injury, including death, as well as from claims for property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles, whether such operations be by SCT or by anyone directly or indirectly employed by SCT.

5. SCT shall maintain, during the life of this AGREEMENT, adequate Workers' Compensation Insurance and Employer's Liability Insurance in at least such amounts as are required by law for all of its employees per Florida Statutes, Chapter 440.

6. All insurance, other than Professional Liability and Workers' Compensation, to be maintained by SCT, shall specifically include the County as an "Additional Insured".

#### ARTICLE 10 - PERFORMANCE BOND

##### A. Obligation to Post Bond

SCT will furnish a Payment and Performance Bond as security guaranteeing SCT'S performance of all obligations as required by the AGREEMENT in the amount of one hundred (100%) of the total fees to be paid under this AGREEMENT. This bond will stand as a guarantee for the payment to the County or such other proper parties as agreed to by the County of the fees paid or any damages suffered by the County as a result of the breach of this AGREEMENT by SCT.

The surety company issuing the Bond will be licensed to transact surety business in Florida, will be certified to issue the total amount of the Bond on any one risk, and will be otherwise reasonably acceptable to County.

The Bond will be written on a form reasonably acceptable to the County. Premiums for the Bond will be paid by SCT.



B. Time Delivery of Bond

SCT will deliver the required Bond to the County's Contract Manager no later than ten (10) days after execution of the AGREEMENT.

C. Bond Changes

It is SCT's responsibility to notify the surety of any changes affecting the general scope of the work or change of the AGREEMENT. If SCT fails to so notify the surety, SCT will indemnify and hold harmless County from any loss suffered by County as a result SCT's failure to so notify the Surety.

D. Release of Bond

The Bond will be released after SCT has performed all its obligations under the AGREEMENT or, in the event of a breach of the AGREEMENT by SCT, at such time as all issues relating to the breach have been resolved to the reasonable satisfaction of the County or have finally been determined by a court of competent jurisdiction.

ARTICLE 11 - OWNERSHIP OF INTELLECTUAL PROPERTY RIGHTS

A. Copyright License

The Software License Agreement shall define the scope of County's copyright license in Deliverables.

B. Third-Party Intellectual Property Rights.

SCT shall have sole responsibility for obtaining any Intellectual Property Rights from third parties necessary to enable SCT to provide to County with an irrevocable, nonexclusive, worldwide, royalty-free right and license to use, execute, display, perform, copy for its own internal use, and prepare Derivative Works in, the Deliverables in accordance with the Software License Agreement. SCT's indemnity obligations under Section 9.B. above shall include indemnity from infringement actions arising from County's use of the Deliverables provided hereunder.

C. Patent License.

SCT hereby grants to County, its successors, and assigns, a royalty-free, worldwide, nonexclusive right and license under any patents owned by SCT, or with respect to which SCT has a right to grant such rights and licenses, to the extent required for County to exercise its full rights to use the Deliverables. SCT further represents and warrants that it has the right and authority necessary to license to County under this AGREEMENT any patents owned by Omni-Tech and further grants to County, its

successors, and assigns, the royalty-free, worldwide, nonexclusive right and license under such patents, to the extent required for County to use the Deliverables.

D. Further Assurances.

SCT agrees to take such further action and execute, or cause its employees, agents, and subcontractors (including Omni-Tech) to execute, such further instruments as may be necessary to give effect to the ownership and licensing provisions of this AGREEMENT.

ARTICLE 12 - CONFIDENTIAL INFORMATION

Except as otherwise permitted under the Software License Agreement or required by applicable law, the Recipient will not knowingly disclose to any third party, or make any use of the Discloser's Confidential Information. The Recipient will use at least the same standard of care to maintain the confidentiality of the Discloser's Confidential Information that it uses to maintain the confidentiality of its own Confidential Information of equal importance. Except in connection with the Modifications, the non-disclosure and non-use obligations of this Agreement will remain in full force with respect to each item of Confidential Information for a period of ten (10) years after Recipient's receipt of that item. However, except as otherwise provided in this Agreement, County's obligations to maintain the confidentiality of the Modifications will survive in perpetuity.

Notwithstanding the above, the disclosure by County of the screen displays of the Modified Banner Courts Component Systems shall not be deemed the disclosure of Confidential Information hereunder, provided that disclosure shall not knowingly be made to any person or entity who is then offering software competitive with the Modified Banner Courts Component Systems unless otherwise required by applicable law.

County will not disclose all or any part of the Source Code for the Modifications to any person except: (i) County Employees who, before obtaining access to the Source Code, have been informed by County of the confidentiality obligations expressly set forth herein; and (ii) third party consultants or professionals who have been engaged by County to provide computer services related to the Licensed Software, who have been pre-approved by SCT (which approval shall not be unreasonably withheld or delayed), and who, prior to obtaining access to the Source Code of the Licensed Software, have executed the SCT-approved non-disclosure agreement attached as Exhibit 2 to the Software License Agreement. It is anticipated that the only consultants or professionals for which the above-referenced approval would be reasonably rejected are those who are then offering software competitive with the Modified Banner Baseline Component Systems.

It is understood by the parties that the Modified Banner Component Systems are intended to be used and accessed by the general public to view, input and retrieve data and information concerning matters related to the Civil Courts as defined herein. Such use is expressly permitted under this Agreement.

C. No Publication.

Except to the extent it is otherwise required to do so under applicable law, SCT agrees on behalf of itself and its subcontractors, that they will make no statements, press releases or publicity releases concerning any part of this AGREEMENT without prior written consent of County.

#### ARTICLE 13 - EMPLOYEES AND SUBCONTRACTORS

A. Necessary Agreements

SCT shall obtain and maintain in effect written agreements with each of its subcontractors who participate in preparation of any Deliverables hereunder. Such agreements shall contain terms sufficient for SCT to comply with all provisions of the AGREEMENT and to support all license grants hereunder. Such agreements also shall impose an obligation of confidence on such subcontractors with respect to County's confidential information.

B. SCT Employees

County shall have the right to reject any employee or consultant of SCT or its subcontractors for good cause. An employee or consultant so rejected shall not participate in any work to be performed for County under this AGREEMENT. While on County premises, all SCT employees and employees of its subcontractors shall be subject to County rules and regulations concerning conduct and security.

#### ARTICLE 14 - FORCE MAJEURE

Either party shall be excused from delays in performing or from its failure to perform under this AGREEMENT to the extent that such delays or failures result from causes beyond the reasonable control of such party; provided that, in order to be excused from delay or failure to perform, such party must act diligently to remedy the cause of such delay or failure to the extent practically feasible. The time limits set forth in this AGREEMENT for any matter shall be extended by the period of any delay resulting from any such cause beyond the control of the party required to perform, plus a reasonable period to accommodate

adjustment to such extension. Notwithstanding the above, both parties shall endeavor to minimize the adverse consequences of any such condition.

#### ARTICLE 15 - LIMITATION OF LIABILITY

A. Exclusion of Certain Damages.

EXCEPT WITH RESPECT TO THE CONFIDENTIALITY OBLIGATIONS OF THE PARTIES SET FORTH IN ARTICLE 12 OF THIS AGREEMENT AND THE INDEMNITY OBLIGATIONS OF SCT SET FORTH IN ARTICLE 9 OF THIS AGREEMENT, IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, LOSS OF PROFITS, LOSS OF USE OF DATA OR INTERRUPTION OF BUSINESS, WHETHER SUCH ALLEGED DAMAGES ARE ALLEGED IN TORT, CONTRACT OR INDEMNITY, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

B. Limitation of Liability.

Except with respect to the confidentiality obligations of SCT set forth in Article 12 of this Agreement and the indemnity obligations of SCT set forth in Article 9 of this Agreement, SCT's total liability to the County and all liabilities related to this Contract, in any event, shall not exceed the total amount of money actually paid to SCT under this AGREEMENT. This limitation shall not apply to damages associated with the infringement or unauthorized use of Intellectual Property Rights.

C. Reservation of Remedies

If SCT fails to comply with any of the terms, conditions, provisions or stipulations of this AGREEMENT, County may avail itself of any or all remedies available in equity or at law, including but not limited to any remedy specifically provided in this AGREEMENT, but in no event shall any or all such remedies exceed, in the aggregate, the limitations specified above.

#### ARTICLE 16 - CONTRACT ADMINISTRATION

A. Project Manager. The parties will designate and maintain Project Managers and Contract Managers for purposes of all work and business between them concerning this AGREEMENT and all notices required or permitted hereunder. These initially will be:

For SCT:

Project Manager: Bill McGrath  
Business Phone: 606-277-1500  
Business Fax: 606-277-2300  
Business Mailing Address: SCT Government Systems, Inc.  
1733 Harrodsburg Road, Suite 100  
Lexington, KY 40504-3617

Contract Manager: Greg Jackson  
Business Phone: 606-277-1500  
Business Fax: 606-277-2300  
Business Mailing Address: SCT Government Systems, Inc.  
1733 Harrodsburg Road, Suite 100  
Lexington, KY 40504-3617

For County:

Project Manager: Michael Pinkney  
Business Phone: (561) 355-6397  
Business Fax: (561) 355-6779  
Business Mailing Address: Palm Beach County Courthouse  
205 North Dixie Highway  
Room 5.2500  
West Palm Beach, FL 33401

Contract Manager: Joan Beno  
Business Phone: (561) 355-6397  
Business Fax: (561) 355-6779  
Business Mailing Address: Palm Beach County Courthouse  
205 North Dixie Highway  
Room 5.2500  
West Palm Beach, FL 33401

B. Responsibility of Project Manager.

The Project Manager of each party designated hereunder shall be responsible for technical and performance matters, and the transmission and receipt of both Deliverables and technical information between the parties. With regard to receipt and Acceptance of Deliverables, the signature or initials of the Project Manager shall be deemed the authorized signature of the respective party. Each Project Manager shall also have access to the respective party's senior management for purposes of problem resolution. The Project Manager for each party shall have the final responsibility to transmit instructions, receive information, and interpret and communicate each party's policies and decisions with respect to all technical matters pertinent to this AGREEMENT.

C. Contract Manager Responsibilities

The Contract Manager of each party shall be responsible for arranging all meetings, visits, and consultations between the parties that are of a nontechnical nature. The Contract Managers shall also be responsible for all administrative matters concerning invoices, payments, and amendments.

D. Replacement of Project Manager or Contract Manager.

If either party decides at any time to replace the person serving as its Project Manager or Contract Manager, it may do so by written notice to the other party.

D. Notification.

Any notice under this AGREEMENT shall be deemed given if sent by courier, facsimile or mail, directed to both the Project Manager and Contract Manager of the party being notified. In addition, SCT must simultaneously send copies of any notice of material breach and/or termination of the Agreement to the County Attorney (as of the Effective Date, Denise Dytrych) located Palm Beach County Attorney's Office, 301 North Olive Avenue, Suite 601, West Palm Beach, FL 33401, Fax Number 561-355-4398, or to such other place as County may subsequently designate for its receipt of notices.

County must simultaneously send copies of any notice of material breach and/or termination of the Agreement to SCT's General Counsel at 4 Country View Road, Malvern, PA 19355, FAX number (610) 725-7457, or to such other place as SCT may subsequently designate for its receipt of notices.

#### ARTICLE 17 - RESPONSIBILITIES OF SCT

In addition to the responsibilities set forth in this Agreement, SCT shall have those responsibilities set forth in the Statement of Work.

#### ARTICLE 18 - RESPONSIBILITIES OF COUNTY

In addition to the responsibilities set forth in this Agreement, County shall have those responsibilities set forth in the Statement of Work.

#### ARTICLE 19 - OWNERSHIP OF DOCUMENTS

A. Ownership of all reports required under Article 6 of this Agreement, and all data (in all formats) accompanying such reports, shall vest in County. SCT shall include language in all subcontracts which clearly indicates that ownership of all such reports and accompanying data produced in the performance of this AGREEMENT shall remain with County.

B. The respective rights of the parties in the Deliverables hereunder are governed by the Software License Agreement, unless otherwise specified herein.

#### ARTICLE 20 - INTEREST OF SCT

SCT certifies that no officer, agent, or employee of County has any material interest (as defined in Chapter 112, Fla. Statute as amended) either directly or indirectly, in the business of SCT to be conducted under this AGREEMENT and that no such person shall have any such interest at any time during the term of this AGREEMENT.

#### ARTICLE 21 - GOVERNING LAW

This AGREEMENT shall be construed and interpreted according to the laws of the State of Florida.

#### ARTICLE 22 - CHANGES

Upon execution of this AGREEMENT, any changes to the Scope of Work shall be governed by the Change Management procedure identified and described in Section 2.3.11 of the Statement of Work, and no changes will be allowed except those made

in accordance with such Change Management process. For those changes which are made in accordance with the Change Management procedure, SCT shall be entitled to an equitable adjustment in the AGREEMENT prices and schedules. SCT agrees that for the purpose of negotiation of any changes to the contract prices under this article, which changes result in the provision of services on a time and materials basis, the charges established under any such contract change shall not exceed those offered or imposed with respect to similar services provided to other customers of SCT under similar terms and conditions. If, during the term of this Agreement, SCT offers or accepts lower charges for similar services involving other customers under similar terms and conditions, SCT shall so notify County and remit as a credit to County the differences between the amount of the payments theretofore made by County for such similar services and the amount that would have been payable if such lower charges had been in effect.

#### ARTICLE 23 - DISPUTES

The 15th Judicial Circuit Court of Palm Beach County shall have exclusive jurisdiction (except as provided below) to decide all disputes arising under this AGREEMENT; provided, however, that SCT shall have the right to remove any action commenced in such court to the Federal District Court for the Southern District of Florida to the extent permitted by federal law. Pending any decision, appeal or judgment, or the settlement of any dispute arising under, or in connection with, this AGREEMENT (except with respect to any cancellation or termination of work hereunder), both parties will proceed diligently with the performance of this AGREEMENT.

The parties will attempt in good faith to resolve any dispute, controversy or claim arising out of or relating to this Agreement promptly by negotiations between representatives and senior executives or officials of the parties who have authority to settle the controversy as follows:

If a dispute, controversy or claim should arise, the County Project manager and the SCT Project Manager (herein called the "Project Managers"), will meet in person at least once and will attempt to resolve the matter. Either Project Manager may request the other to meet in person within fourteen (14) days, at a mutually agreed time and place.

If the matter has not been resolved within twenty (20) days of their first meeting, the Project Managers shall refer the matter to senior executives or officials, as applicable, who do not have direct responsibility for administration of this Agreement (herein called "the senior executives"). Thereupon, the Project Managers shall promptly prepare and exchange memoranda stating (a) the



issues in dispute and their respective position, summarizing the evidence and arguments supporting their position, and the negotiations which have taken place, and attaching relevant documents, and (b) the name and title of the senior executive who will represent that party. The senior executives shall meet in person for negotiations at a mutually agreed time and place within fourteen (14) days of the end of the twenty (20) day period referred to above, and thereafter as often as they reasonably deem necessary to exchange relevant information and to attempt to resolve the dispute.

If the matter has not been resolved within thirty (30) days of the initial meeting of the senior executives or in such time frame as is mutually agreed to by the parties, or if either party will not meet within thirty (30) days of the end of the twenty (20) day period referred to in the preceding paragraph, the parties will attempt in good faith to resolve the dispute, controversy or claim by non-binding mediation. The parties shall use a mediator or mediators who have experience in the field of computer software.

If the matter has not been resolved pursuant to the aforesaid mediation procedure within thirty (30) days of the commencement of such procedure, or if either party will not participate in a mediation, either party may initiate litigation upon thirty (30) days' written notice to the other party.

All deadlines specified in this subsection may be extended by mutual agreement.

The procedures specified in this subsection shall be the sole and exclusive procedures for the resolution of disputes between the parties arising out of or relating to this Agreement; provided, however, that a party may, at any time, seek a preliminary injunction or other equitable relief if in its judgment such action is necessary to avoid irreparable damage.

#### ARTICLE 24 - TERMINATION

The performance of work under the AGREEMENT may be terminated:

- A. By SCT upon thirty (30) days prior written notice to County in the event of substantial failure by County to perform in accordance with the terms of this Agreement through no fault of SCT. The AGREEMENT may also be terminated, in whole or in part, by County, with or without cause, immediately upon written notice to SCT. Unless SCT is in breach of this Agreement, SCT shall be paid for services rendered through the date of termination, including pro rata payment for services actually performed in connection with fixed fee Deliverables. After receipt of a termination notice, and except as otherwise directed by the County, SCT shall: (1) stop work on the date and to the extent specified; (2) terminate and settle all subcontracts related to the performance of

the terminated work; (3) transfer all work in progress, completed work, and other materials related to the terminated work to the County; and (4) continue and complete all parts of the work that have not been terminated.

B By either party upon the filing by or against the other party of a voluntary or involuntary petition in bankruptcy or any proceeding relating to insolvency, receivership, liquidation, or composition for the benefit of creditors; provided that if the petition or filing is involuntary, the party seeking termination may not terminate the AGREEMENT if the petition or filing is dismissed within 90 days.

C Termination of the AGREEMENT will be without prejudice to the terminating party's other rights and remedies pursuant to this AGREEMENT.

#### ARTICLE 25 - NO WAIVER

No delay or omission by either party hereto to exercise any right or power occurring upon any noncompliance or default by the other party with respect to any of the terms of this AGREEMENT shall impair any such right or power or be construed to be a waiver thereof. A waiver by either of the parties hereto of any of the covenants, conditions, or agreements to be performed by the other shall not be construed to be a waiver of any succeeding breach thereof or of any covenant, condition, or agreement herein contained.

#### ARTICLE 26 - SURVIVAL

In the event of any termination of this AGREEMENT, the provisions of this Agreement relating to non-disclosure of Confidential Information, indemnity obligations, Intellectual Property Rights, governing law, disputes, limitation of liability, and any other provision which by its nature should survive the termination of this Agreement shall survive and continue in effect and shall inure to the benefit of and be binding upon the parties and their legal representatives, heirs, successors, and assigns.

#### ARTICLE 27 - TAXES

The County is exempt from payment of Florida State Sales and Use Taxes. The County shall execute an exemption certificate and provide such to SCT within ten days of AGREEMENT'S Effective Date. To the extent that the exemption certificate proves not to be valid now or in the future, the County shall at all times remain responsible for sales, use and any other taxes that may be imposed in connection with this Agreement or the services to be performed hereunder; the prices set forth in the Statement

of Work do not include taxes. Notwithstanding the above, SCT shall be responsible for payment of its own and its share of its employees' income, franchise, payroll, payroll taxes, and benefits with respect to this AGREEMENT.

#### ARTICLE 28 - INDEPENDENT CONTRACTOR RELATIONSHIP

SCT is, and shall be, in the performance of all work services and activities under this AGREEMENT, an Independent Contractor, and not an employee, agent, or servant of the County. All persons engaged in any of the work or services performed pursuant to this AGREEMENT shall at all times, and in all places, be subject to SCT's sole direction, supervision, and control. SCT shall exercise control over the means and manner in which it and its employees perform the work, and in all respects SCT's relationship and the relationship of its employees to the County shall be that of an Independent Contractor and not as employees or agents of the County.

SCT shall not have the power or authority to bind the County in any promise, agreement or representation other than as may be specifically provided for in this AGREEMENT.

#### ARTICLE 29 - CONTINGENT FEES

SCT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for SCT or any of its subcontractors, to solicit or secure this AGREEMENT and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for SCT or any of its subcontractors, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award of making of this AGREEMENT.

#### ARTICLE 30 - NON-DISCRIMINATION

SCT warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, or sexual orientation.

#### ARTICLE 31 - PUBLIC ENTITY CRIMES

As provided in F.S. 287.132-133, by entering into this AGREEMENT or performing any work in furtherance hereof, SCT certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the

convicted vendor list maintained by the State of Florida Department of Management Services within the 36 months immediately preceding the date hereof. This notice is required by F.S. 287.133(3)(a).

#### ARTICLE 32 - REPRESENTATIONS AND WARRANTIES

##### A. Y-2K Warranty

SCT warrants that, for a period of twenty four (24) months from its delivery, each Deliverable will be Year 2000 Compliant, provided that all third party products (including hardware, software and firmware) used in combination with the Deliverables properly exchange date data with such Deliverables.

Notwithstanding any contrary provision elsewhere in this AGREEMENT (including exhibits and attachments), the above warranty is the exclusive warranty provided by SCT with respect to Year 2000 compliance or functionality, and shall take precedence over any inconsistent provisions.

##### B. Ownership Rights.

SCT represents and warrants that (1) SCT, or its subcontractors, is the lawful owner or licensee of any software programs or other materials provided by SCT in the performance of the services called for in this AGREEMENT and it or they has or will convey all rights necessary to permit County an unencumbered, non-exclusive license for use of the Deliverables; and (2) all Deliverables, do not and will not infringe any patents, copyrights, trademarks, or other intellectual property rights (including trade secrets), privacy or similar rights of any third party, nor has any claim (whether or not embodied in an action, past or present) of such infringement been threatened or asserted as of the effective date of this Agreement, nor is such a claim pending, against SCT (or, insofar as SCT is aware, any entity from which SCT has obtained such rights). To the extent that any infringement action is brought against County as a result of a breach of the above representation, SCT's obligation to County, and County's exclusive remedy, shall be as set forth in Article 9 above.

##### D. Conformity, Performance, and Compliance.

SCT represents and warrants (1) that all Deliverables shall be prepared in a workmanlike manner and with professional diligence and skill; (2) that all Deliverables will function on the Equipment and with operating systems which SCT supports as identified in the Statement of Work; (3) that, for a period of six (6) months following Acceptance of the System and Integration Test identified and described in the Statement of Work, each Modification will be free of any Error; and (4) that SCT will perform all work called for hereunder in compliance with applicable law. SCT shall re-perform, repair or replace (at its option) any service or Deliverable whose non-compliance with this warranty is discovered and made known by County to SCT during the warranty period.

Following the expiration of the six-month warranty period described above, SCT shall have no further obligations or liability to County under this Section 32.D. In the event that SCT is unable to cure a breach of this warranty made known to SCT in accordance with the above, County shall be entitled to seek recovery of damages against SCT subject to the Limitation of Liability clause set forth herein.

SCT further represents and warrants that the current versions of the Banner Baseline Component Systems collectively satisfy the Day One Meets Requirements. In the event that a Day One Meets Requirement is not satisfied by the current versions of the Banner Baseline Component Systems, SCT will develop such functionality for Client at no cost and will use its good faith efforts to minimize any resulting impact on the Project Plan. Notwithstanding the above, Client understands and agrees that the Banner Baseline Component Systems may satisfy the Day One Meets Requirements in a manner which is different from the manner in which Client's existing case management software system satisfies these functional requirements. In this regard, and notwithstanding anything to the contrary set forth in this Agreement, in the event that Client's further analysis and refinement of the Day One Meets Requirements results in Client requesting SCT to satisfy a Day One Meets Requirement in a manner which is different from the manner in which a Banner Baseline Component System satisfies such requirement, then the services required to meet the requirement shall be deemed outside of the SCT Scope of Work and shall require the payment of additional fees pursuant to this Article 22 above.

Re: \$128,571 SCT Contingency

E. Electronic Filing and Imaging Capability.

SCT represents and warrants that the Banner Baseline Component Systems utilize an open systems architecture which allows the customer the ability to add enabling technology for Electronic Filing and Imaging as generally described in Section 2.3.8 of the Statement of Work. Services related to the provision of Electronic Filing and Imaging capabilities are not with the SCT Scope of Work but may be provided at additional fees pursuant to Change Management or under separate agreement.

F. Data Conversion Capability.

Provided that the County maintains its data in the formats and file layouts expressly identified in the descriptions presented to SCT on or about August 26, 1998, and provided further that such descriptions remain accurate at the time of the conversion activities described in the Statement of Work, SCT represents and warrants that the County data so described can be

converted into the Modified Banner Baseline Component Systems. The conversion services included within the Scope of Work are described and identified in the Statement of Work.

G. No Conflict

SCT's performance of the services called for by this AGREEMENT does not, and shall not, violate any applicable law, rule, or regulation; or any contracts with third parties.

H. Warranty Limitations

SCT will not be obligated to correct, use or otherwise remedy any such defect or nonconformity in a Deliverable software module if (1) County has performed any modification or enhancement of the Deliverable without SCT's authorization; or (2) the Deliverables have been misused or damaged in any respect other than by employees of SCT. Any defects identified during the warranty period must be verified by independent test by SCT and not be the result of a change in County's requirements or specifications subsequent to delivery of the Software.

ARTICLE 33 - NO ASSIGNMENT OF CONTRACT

Neither party may make any assignment or subcontract any part of this AGREEMENT, without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed. Notwithstanding the above, SCT may assign this Agreement to a successor who acquires all or substantially all of the assets of SCT.

ARTICLE 34 - NON-INTERFERENCE WITH COUNTY AGENCIES

SCT and its subcontractors will use reasonable efforts to ensure that performance of its work under this AGREEMENT will not interfere unreasonably with the operation of any Agency of Palm Beach County or its courts.

ARTICLE 35 - DISCLAIMER OF IMPLIED WARRANTIES

THE EXPRESS WARRANTIES CONTAINED IN THIS AGREEMENT ARE THE SOLE AND EXCLUSIVE WARRANTIES PROVIDED BY SCT. SCT SPECIFICALLY DISCLAIMS, AND COUNTY WAIVES ANY OTHER WARRANTIES, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AS WELL AS ANY

WARRANTIES ALLEGED TO HAVE ARISEN FROM CUSTOM, USAGE, OR PAST DEALINGS BETWEEN THE PARTIES. IN ADDITION, COUNTY WAIVES ANY CLAIM THAT, AND AGREES THAT THE WARRANTIES AND LIMITATIONS SET FORTH HEREIN SHALL APPLY REGARDLESS OF WHETHER ANY EXPRESS WARRANTY PROVIDED HEREUNDER FAILS OF ITS ESSENTIAL PURPOSE.

ARTICLE 36 - SEVERABILITY

If any term or provision of this AGREEMENT, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this AGREEMENT, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this AGREEMENT shall be deemed valid and enforceable to the extent permitted by law.

#### ARTICLE 37 - AVAILABILITY OF FUNDS

County's performance and obligation to pay under this contract is contingent upon an annual appropriation for its purpose by its Board of County Commissioners. In this regard, County hereby covenants and agrees, at all times during the term of this Agreement, that it will exert all reasonable, good faith efforts, and do all things lawfully necessary and proper, to obtain sufficient funding from which payments hereunder may be made. In the event insufficient funds are appropriated and budgeted in any fiscal period for County, then County will immediately notify SCT of such occurrence and this Agreement will expire effective on the last day of the fiscal period for which appropriations were received; provided, however, that SCT shall be paid for all services provided prior to the effective date of such termination, including pro rata payment for services actually performed in connection with fixed fee Deliverables.

#### ARTICLE 38 - ORDER OF PRECEDENCE

In the event of an inconsistency or conflict between or among the provisions of this AGREEMENT, the inconsistency shall be resolved by giving precedence in the following order:

1. This AGREEMENT (Articles 1 through 39)
2. Statement of Work and Attachments

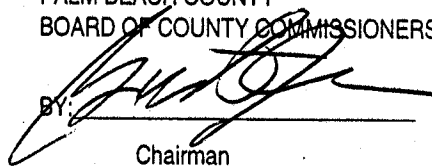
#### ARTICLE 39 -- ENTIRE AGREEMENT

This AGREEMENT, upon execution by SCT and County, and the contract documents specified herein, constitutes the entire Agreement of the parties. The parties are not bound by any stipulations, representations, agreements, or promises, oral or otherwise, not printed or inserted in this AGREEMENT. SCT agrees that no representations have been made by County to induce SCT to enter into this AGREEMENT other than as expressly stated by this AGREEMENT. This AGREEMENT cannot be changed orally, nor by any means other than written amendment referencing this AGREEMENT and signed by all parties to this AGREEMENT.



IN WITNESS WHEREOF, PALM BEACH COUNTY has caused this AGREEMENT to be executed in its name by its Chairman, attested to by its Clerk and, if appropriate, has caused the seal of the County to be attached, all on the day and year last written below, and SCT has caused this AGREEMENT to be executed in its name by its duly authorized representatives.,

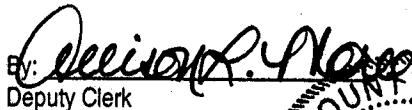
PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS

By:   
Chairman

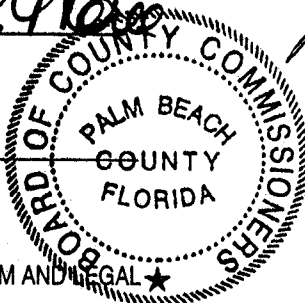
R98 1540D

ATTEST:

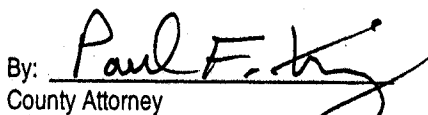
DOROTHY H. WILKEN, Clerk  
Board of County Commissioners

By:   
Deputy Clerk

Date: SEP 29 1998

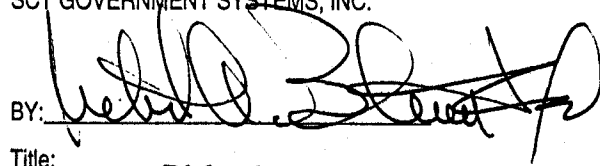


APPROVED AS TO FORM AND LEGAL  
SUFFICIENCY: ★

By:   
County Attorney


Date: 9/24/98

SCT GOVERNMENT SYSTEMS, INC.

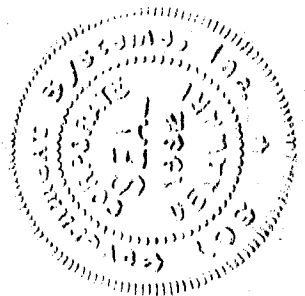
By: 

Title: Richard A. Blumenthal  
Sr. V.P. & General Counsel

WITNESS:

  
Signature  
ASS'T SEC'Y  
JAMES DEVEL BENNETT  
Typed Name

Date: 9/23/98  
(Corporate Seal)



R98 1540D SEP 29 1998

**AMENDMENT TO AGREEMENT BETWEEN PALM BEACH COUNTY AND  
SCT GOVERNMENT SYSTEMS, INC. FOR SERVICES RELATED TO THE  
CIVIL INFORMATION SYSTEM**

THIS AMENDMENT ("Amendment") to that certain Agreement Between Palm Beach County and SCT Government Systems, Inc. for Services Related to the Civil Information System (the "Agreement") is made by and between Palm Beach County ("County") and SCT Government Systems, Inc. ("SCT"), and is effective as of September \_\_, 1998 ("Amendment Date").

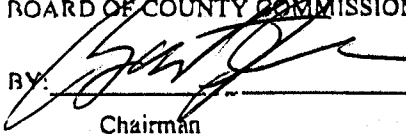
IN CONSIDERATION of the promises and the covenants contained herein, the parties, intending to be legally bound, hereby agree as follows:

1. All terms defined in the Agreement shall have the same meaning as set forth therein when used in this Amendment, except as specifically modified hereby.
2. The Agreement shall be modified as set forth hereinbelow:
  - a. A new paragraph shall be added between the first and second paragraphs of Article 5.A (Compensation -- Payment Schedule) and shall provide as follows: "In addition to the fees payable to SCT hereunder, the County shall maintain a fund in the amount of one hundred twenty eight thousand five hundred seventy one dollars (\$128,571.00) (the "SCT Contingency Fund") that can be drawn down by SCT in accordance with the procedures described below in the event that SCT is required to provide services to satisfy the "Day One Meets Requirements" warranty provided in the second paragraph of Article 32.D (Representations and Warranties -- Conformity, Performance and Compliance) of this Agreement. The County will make payments to SCT from the SCT Contingency Fund in accordance with the following procedures: (i) In the event that either party determines that a Day One Meets Requirement is not satisfied by the Banner Baseline Component Systems, then such party shall notify the other in writing of this determination and shall provide sufficient detail to support such determination. If the County Project Manager notifies SCT of such non-compliance, then SCT shall submit to the County Project Manager a written document including a request for authorization to proceed with development efforts to satisfy the applicable Day One Meets Requirement(s) and a request for payment from the County to compensate SCT for such work effort. If SCT notifies the County of such non-compliance, then SCT shall include in its written notification the request for authorization and payment described above; (ii) Within ten (10) days from receipt of SCT's written request for authorization and payment, the County Project Manager shall respond in writing to SCT and such response, at the County's election, shall be either an express authorization to proceed with, and pay for, the development efforts necessary to satisfy the applicable Day One Meets Requirement(s) or a waiver of its warranty rights with respect to the applicable Day One Meets Requirement(s). In the event that the County, through the County Project Manager, elects to waive its warranty rights with respect to the applicable Day One Meets Requirement(s), then SCT shall not proceed with any development efforts associated therewith and shall not be responsible or liable for any breach of the warranty with respect to such Day One Meet Requirement(s). The SCT Contingency Fund represents the maximum amount that SCT will be paid to rectify any non-compliance with the Day One Meets Warranty; any additional services required to remain in compliance with the Day One Meets Warranty shall be provided at no additional cost to the County in accordance with the terms of the Day One Meets Warranty."
  - b. The second paragraph of Article 32.D shall be amended by adding, in the second sentence thereof following the words "at no cost", the following phrase: "beyond the payments authorized with respect to the County-maintained SCT Contingency Fund described in Article 5.A."

- c. The SCT Payment Schedules for Phase I and Phase II, which are attached as Appendix C to the Statement of Work, shall be deleted in their entirety and replaced with the Amended SCT Payment Schedules attached hereto and marked as Exhibit C for consistency with the Agreement.
3. Integration Provision. Except as expressly modified by this Amendment, the Agreement shall remain in full force and effect. As of the Amendment Date, the Agreement and this Amendment constitute the entire understanding of the parties as regards the subject matter hereof and cannot be modified except by written agreement of the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment through the signatures of their duly authorized representatives.

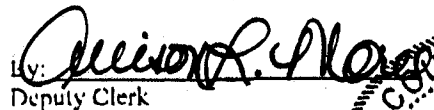
PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS

BY:   
Chairman

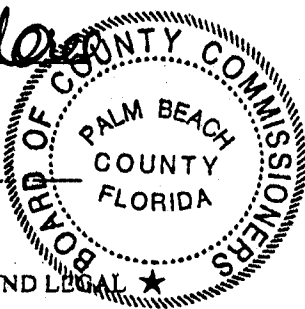
R98 1540D

ATTEST:

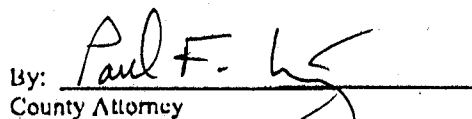
DOROTHY H. WILKEN, Clerk  
Board of County Commissioners

By:   
Deputy Clerk

Date: SEP 29 1998

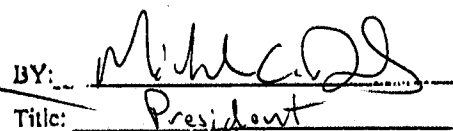


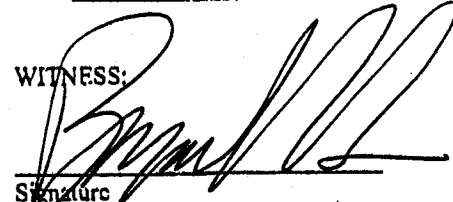
APPROVED AS TO FORM AND LEGAL  
SUFFICIENCY:

By:   
County Attorney

Date: 9/29/98

SCT GOVERNMENT SYSTEMS, INC.

BY:   
Title: President

WITNESS:  
  
Signature

Bryan S. Howe  
Typed Name

Date:

(Corporate Seal)

**EXHIBIT C**  
**Amended SCT Payment Schedule - Phase I**

Revised : September 23rd, 1998

		Oct-98	Nov-98	Dec-98	Jan-99	Feb-99	Mar-99	Apr-99	May-99	Jun-99	Jul-99	Aug-99	Sep-99	Oct-99	Nov-99	Dec-99	Jan-00	Feb-00	Total
Milestone Deliverables- Phase I	Completed																		
1 Implementation Schedule	October-98	0																	0
2 Banner Installed on Training Server	November-98		98,595																98,595
3 Business Process Review	October-98	152,980																	152,980
4 Marriage License Training	January-99				97,009														97,009
5 Banner Courts Training	December-98			175,972															175,972
6 Banner Technical Training	November-98		104,798																104,798
7 Requirements Definition	January-99				0														0
8 Data Conversion Plan	June-99																		0
9 Functional Specifications -Modifications	March-99						0												0
10 Functional Specifications - Interfaces	March-99						0												0
11 Functional Specifications - Reports	February-99					0													0
12 Technical Specifications - Modifications	April-99							0											0
13 Technical Specifications - Interfaces	April-99							0											0
14 Technical Specifications - Reports	February-99					0													0
15 Programming Modifications	September-99												304,873						304,873
16 Programming Interfaces	October-99													111,076					111,076
17 Programming Reports	November-99														54,504				54,504
18 Data Conversion Coding	August-99											29,538							29,538
19 Data Conversion Live Run	December-99															28,458			28,458
20 Banner Installed on Test/Dev.Server	April-99							29,178											29,178
21 Training Preparation	December-99															49,567			49,567
22 Independent Test	December-99															154,038			154,038
23 Production Environment Installed	October-99													74,146					74,146
24 Remote Access Enviornment Installed	February-00																	76,536	76,536
Total Payment		152,980	203,393	175,972	97,009	0	0	29,178	0	0	0	29,538	304,873	185,222	54,504	232,063	0	76,536	1,541,266

\* Includes the SCT Contingency Fund of \$ 128,571.00

Amended SCT Payment Schedule - Phase II

Revised : September 23rd, 1998

		Nov-99	Dec-99	Jan-00	Feb-00	Mar-00	Apr-00	May-00	Jun-00	Jul-00	Aug-00	Sep-00	Oct-00	Nov-00	Dec-00	Total
	Milestone Deliverables- Phase II	Completed														
1	Implementation Schedule	November-99	0													0
2	Banner Installed on Production Server	November-99	✓ 258,595													258,595
3	Requirements Definition	December-99		0												0
4	Functional Specifications - Mods	March-00				0	✓									0
5	Functional Specifications - Interfaces	March-00				0	✓									0
6	Technical Specifications - Mods	April-00					0	✓								0
7	Technical Specifications - Interfaces	March-00				0	✓									0
8	Programming Modifications	July-00								402,629						402,629
9	Programming Interfaces	August-00									242,692					242,692
10	Independent Test	October-00											89,829			89,829
11	Modified Banner Installed	September-00										35,828				35,828
12	Training Preparation	November-00												37,628		37,628
	Total Payment		258,595	0	0	0	0	0	0	402,629	242,692	35,828	89,829	37,628	-	1,067,200

# ACS Change Control Summary

Attachment 21

Change Control #	Description	Cost
J1	Juvenile Gap Modifications	\$62,120
J2	Juvenile and Accounting Modifications	\$282,000
J3	Remove Juvenile OBTS Requirement	\$0
1	Modify Banner application to include 2 character division field	\$9,000
2	Reallocation of Oracle Parallel Server Hours	\$0
3	Generate Marriage License out of Courts	\$0
4	Banner Courts Oracle Training	\$0
5	Provide Consulting Services for Core Team	\$0
6	Banner Courts Business Process Review	\$4,800
7	Move Training Plan Development and Curriculum Support	\$0
8	Change Active Archive Training Date	\$0
9	Switch Oracle forms for Banner General Technical	\$0
10	Banner Courts Architecture Training	\$15,000
11	Writing Reports for Banner Courts Training	\$15,000
12	Developing Custom Modifications for Banner Courts Training	\$6,500
13	Modification Change Control Training	\$9,000
14	Banner Courts Oracle Database Training	\$5,000
15	Banner Oracle Forms Training	\$5,000
16	Banner Courts Extended Case Information Review	\$39,600
17	145 - Court Registry process	\$14,400
18	175 - Check Printing	\$9,600
19	WITHDRAWN	-
20	Modifications from Gap Analysis	\$124,146
21	Additional Gap Analysis Modifications	\$65,000
22	Secure access to edit judge's calendars	\$34,200
23	Second Installation of Date Conversion Instance	\$7,500
24	Replace File Tracking requirement with TrakMan Interface	\$0
25	Remove #82 Calculate Earliest Date from Civil Phase II requirements	\$0
26	Remove #58 Assign Attorney/ID & replace with #139 calculate appeals fees	\$0
27	Reallocate hours from Custom Views to customize GJAPCTRL	\$0
28	Revise Approved Data Conversion Map	\$0
29	Mod of CZPFED for interface on Courts 3.1 with Finance 4.0	\$0
30	WITHDRAWN	-
31a	WITHDRAWN	-
32	WITHDRAWN	-
33	WITHDRAWN	-
34	WITHDRAWN	-
35	WITHDRAWN	-
36	STAC Interface Technical Consulting	\$0
37	WITHDRAWN	-
38	Judge Calendar Access	\$18,000
39 a	Edit Sentence & Disposition Records	\$82,740
40	WITHDRAWN	-
41	WITHDRAWN	-
42	Foreclosure Processing	\$0
43	Swap 1 unit technical service for 1 wk on site Debra Jones	\$0
44	Change to Registry Receipt form	\$0
45	Swap of Install Mod. Baseline Software for Professional Services	\$0
46	Update City, State and Zip Code on CZACHRU	\$0
47	Mod to provide ability to delete restitution recipient from case	\$0
48	Swap Mod change control and prepare mtl's for 3 1/2 wks on site svcs	\$0
49	WITHDRAWN	-
50b	WITHDRAWN	-
51	WITHDRAWN	-
52	WITHDRAWN	-
53	Swap Certify Modified Baseline for 1 wk on site svc.	\$0
54	Swap Remote Access Setup Production for 1 wk on sit svc	\$0
55	Swap 2 Pre Implementation Support svcs for 2 wks on site svc	\$0
56	WITHDRAWN	-
57	Swap 1 Pre Implementation Support svcs for 1 wk on site svc	\$0
58	WITHDRAWN	-
59	Custom Modification for Jury System	\$31,095
60	Technical Support of Court Connect	\$1,650
61	Conversion Modification & Modify CZPBPA	\$5,000
62	Facilitate True Name	\$41,000
63	WITHDRAWN	-
64	Use case filing date as a conversion default for CZRPARC filed date	\$0
65	Add scroll bar to Appelant ID Field for more than one Appellant	\$0
66	Conduct Sheriff Requirements Study	\$0
67	Allow End Date to be other than Current Date on CZRJSCD	\$0
68	Allow range for primary and secondary locations from 0 - 100%	\$0
69	Modify CZAMLIC to not send records to Trakman	\$0
70	Modify CDICASE to be able to inquire on Division	\$0
71	Have a unique filename extension for each different check format	\$0
72	Prevent deletion of the G/L account if associated with detail code	\$0
73	Sort report CZPBPA and page break by court code	\$0
74	Print CZRAPRE in a consistent manner from CZAROAP or GJAPCTRL	\$0
75	Multiple of the same Successful Bidders after a forfeit of foreclosure	\$0
76	Expiration 60 days from Application Date instead of Effective Date	\$0

# ACS Change Control Summary

Attachment 21

Change Control #	Description	Cost
77	Provide Technical Assistance	\$0
78	Provide 3 units of conversion assistance	\$0
79	Allow automatic docketing numbering from other than "one"	\$0
80	ACS will continue support on upgraded Oracle database 8.1.7	\$0
81	Reassignment of cases from one division to another	\$0
82	Enable printing of check output file w/unique filename extension	\$0
84	Specialized Training (two units) for Judicial Assistants	\$12,000
85	On-Site Conversion Support	\$0
86	New Accounting Funtionality	\$0
87	Expand length of the payee for court ordered disbursements	\$0
88	Allow parties to be associated to a non-related case	\$8,000
89	Provide custom dowload & Jury check reconciliation	\$10,125
90	Conversion Scripts for Pre-Trial Events	\$8,000
91	Change Banner Court Connect	\$0
92	Remove Judgement Search from Search Page	\$0
93	Allow Help Desk to Reset Passwords	\$0
94	Prevent marriage licenses from displaying on Court Connect	\$0
95	Modify Trakman Interface to use Internal Case Number instead of External Case #	\$0
96	Modify Exhibit 1 to reflect ACS Justice Version 4.4	\$0
97	Simplify Sheriff Modifications for Non-Enforcement	\$0
98	Additional Services	\$0
99	WITHDRAWN	-
100	Clarification to Statement of Work - Adult Criminal/Traffic	\$0
101	Clarification to System Configuration Consulting	\$0
102	Revisions to 2.3.4 Implementation Support	\$0
103	New format for UCN effective 1/1/04	\$37,983
104	Phase III to be replaced with new customizations	\$0
105	Attorney Assignment Functionality and Services	\$99,000
106	Additional Functionality Needed in Phase I	\$300,000
107	Additional Day 1 Change Controls	\$0
108	Assistance in Distribution Report Requirements	\$0
109	Functional Assistance for Core Team & ISS	\$0
110	OTS Forms Development	\$0
111	Support Public Defender Bar Code Printers	\$0
112	WITHDRAWN	-
113	Add CPILCAT as option on CRAINIT Agency ID LOV	\$0
114	WITHDRAWN	-
115	Contents of Phase III Delivery 1	\$0
116	Additional Criminal/Traffic Go-Live Modifications	\$99,900
117	Additional Criminal/Traffic Post Production Modifications	\$335,000
118	Payment Plan Modification	\$10,847
119	WITHDRAWN	-
120	Reports Assistance	\$42,900
121	Display additional fields in OTS tables	\$0
122	Remove special characters in OBTS	\$0
123	Change fees on cases prior to conversion date	\$0
124	Remane CBAPAYM for civil users	\$0
125	Conversion Enhancements	\$64,400
126	WITHDRAWN	-
127	WITHDRAWN	-
128	WITHDRAWN	-
129	SRS Reports for Circuit and County Criminal	\$118,240
130	CBIPLAN - Allow users to see all payment plans	-
131	Modifications based on OBTS Tech Memo 03-02	\$3,200
132	Processing Rule changes from Conversion Run 8	\$8,700
133	Conversion Rule Changes: Bonds	\$4,300
134	Modifications based on VOP Processing	\$6,500
135	Modifications to Collection Agency Interface	\$9,800
136	WITHDRAWN	-
137	Unified Statute Cross Reference Table	\$33,150
138	Modifications to the ZJMNT docket conversion and dispositions city	\$0
139	Conversion processing of Charge/Case/Defendant Standing	\$3,000
140	OBTS reporting of Notice of Appeal	\$16,140
141	House Bill 8271 Bonds 10/1/06 requirement	\$114,210
142	Reporting Probation Revocation Hearings (SRS)	\$0
143	Agency ID Distribution	\$18,780
144	Onsite Technical Database support	\$6,000
145	Conversion #10 changes	\$18,000
146	Selected Case Message	\$0
147	Modify CAACKRQ	\$15,130
148	Modify outbound collections process	\$6,000
149	Modify CTVCHRG to remove uniqueness of record number	\$0
		\$2,296,656

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**BUDGET AMENDMENT**  
**BOARD OF COUNTY COMMISSIONERS**  
**PALM BEACH COUNTY, FLORIDA**

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Fund 3902      Court Related Info Tech Cap Improvements

Advantage Document Numbers:  
BGEX 490 090506\*2104  
BGRV 490 090506\*588

Use this form to provide budget for items not anticipated in the budget.

ACCT.NUMBER	ACCOUNT NAME	ADOPTED BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED AS OF 09/05/06	REMAINING BALANCE
<b>Revenues</b>								
3902-800-8000-8000	Revenues	2,384,317	440,687	660,000	0	1,100,687	0	1,100,687
	<b>Total Receipts and Balances</b>	<u>2,384,317</u>	<u>440,687</u>	<u>660,000</u>	<u>0</u>	<u>1,100,687</u>		
<b>Expenditures</b>								
3902-491-1227-1201	Salaries & Wages Regular	119,142 0	119,142 0	660,000 0	0 0	779,142 0	316,815	462,327 0
	<b>Total Appropriations &amp; Expenditures</b>	<u>2,384,317</u>	<u>440,687</u>	<u>660,000</u>	<u>0</u>	<u>1,100,687</u>		

	Signatures	Date	By Board of County Commissioners
Information Systems Services	<u>Steve Borden</u>	<u>9-5-06</u>	At Meeting of
INITIATING DEPARTMENT/DIVISION			<u>September 12, 2006</u>
Administration/Budget Department Approval			Deputy Clerk to the
OFMB Department - Posted			Board of County Commissioners



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BOARD OF COUNTY COMMISSIONERS  
PALM BEACH COUNTY, FLORIDA  
BUDGET TRANSFER

Page 1 of 1 pages

BGEX 490 090506\*2103

Fund 0001 General Fund

Use this form to provide budget for items not anticipated in the budget.

ACCT.NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	ENCUMBERED/ EXPENDED AS OF 09/05/06	REMAINING BALANCE
820-9100-9258	Tr To Info Technology Cap Impr Fd 3902	0	0	660,000	0	660,000	0	660,000
820-9900-9901	Contingency Reserves	15,000,000	3,924,765	0	660,000	3,264,765	0	3,264,765
				660,000	660,000			

Information Systems Services	Signatures	Date	By Board of County Commissioners At Meeting of
INITIATING DEPARTMENT/DIVISION	<u>Steve Bordillon</u>	<u>9-5-06</u>	<u>September 12, 2006</u>
Administration/Budget Department Approval	_____	_____	Deputy Clerk to the Court
OFMB Department - Posted	_____	_____	