

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

3-4-1

AGENDA ITEM SUMMARY

Meeting Date: 10/3/06 [X] Consent [] Regular
[] Ordinance [] Public Hearing

Department Submitted By: Palm Beach County ISS
Submitted For: Palm Beach County ISS

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to: **A) approve** the assignment of professional services contract with Russell Craig Anderson (R2006-1155) to Anderson Solution Focus, L.L.C., a Kentucky Limited Liability Company and; **B) receive and file** the Third Amendment to the professional services contract with Russell Craig Anderson executed by the County Administrator by authority granted under agenda item (3-U-2) approved at the June 20, 2006, Board of County Commissioners meeting extending the contract period through December 31, 2006 and increasing the contract amount by \$23,000 to a total of \$54,800.

Summary: The County is completing the implementation of the Justice Information System (JIS) Criminal and Traffic modules. Information System Services (ISS) entered into a contract with Russell Craig Anderson on March 26, 2006 (R2006-1155) to provide the JIS project with critical resource continuity to assist in the final conversion process scheduled for later this year.

The third amendment to the professional services contract was executed by the County Administrator on July 27, 2006 by authority granted under agenda item (3-U-2) approved at the June 20, 2006 Board of County Commissioners meeting extending Mr. Anderson's contract through December 31, 2006, bringing the total contract amount to \$54,800. Mr. Anderson is requesting consent to the assignment of his professional services contract to the newly formed Anderson Solution Focus, L.L.C., a Kentucky Limited Liability Company. Countywide (PK)

Background and Justification: The JIS Project has been a multi-year project to modernize the data processing systems for Palm Beach County's courts systems. Multiple modules of this integrated system (Civil, Juvenile, Public Defender, Jury Management) have been successfully implemented. The JIS Criminal and Traffic systems are the final modules and are scheduled for implementation during October 2006.

Attachments

- 1) 2 original copies of Consent to Assign Contract
- 2) Third Amendment to contract with Russell Craig Anderson
- 3) Copy of Contract with Russell Craig Anderson as amended

Recommended by: Steve Bordelon 9-15-06
Department Director Date

Approved by: [Signature] 9-21-06
County Administrator Date

ASSIGNMENT OF CONTRACT

THIS AGREEMENT made and entered into this the ____ day of _____, 2006, by and between Russell Craig Anderson an individual of 246 Shelton Way, Mt. Sterling, Kentucky 40353, (hereinafter called the Assignor) and Anderson Solution Focus, L.L.C., a Kentucky Limited Liability Company, of 246 Shelton Way, Mt. Sterling, Kentucky 40353 (hereinafter called the Assignee).

WITNESSETH:

WHEREAS, the Assignor entered into a contract with Palm Beach County, a Political Subdivision of the state of Florida, by and through its Board of Commissioners, upon the terms set forth in the Contract for Consulting/Professional Services dated March 24, 2006, Amendment One to Standard Professional Services Contract between Russell Craig Anderson (Consultant) and Palm Beach County (County) for Consulting Services, Second Amendment to Standard Professional Services Contract between Russell Craig Anderson (Consultant) and Palm Beach County (County) for Consulting Services, Third Amendment to Standard Professional Services Contract between Russell Craig Anderson (Consultant) and Palm Beach County (County) for Consulting Services (hereinafter collectively referred to as the "Contract"); and

WHEREAS the Contract is by its terms assignable with the consent of Palm Beach County, a Political Subdivision of the state of Florida, and the Assignee desires to acquire the rights and is willing to assume the obligations of the Assignor thereunder.

ATTACHMENT # 1

NOW, THEREFORE, for the sum of One Dollar (\$1.00) and other good and valuable considerations, all of which are hereby acknowledged, the Assignor and the Assignee have therefore agreed:

1. The Assignor assigns the Assignee all of his right, title and interest in and to the Contract, as defined herein.
2. The Assignee hereby assumes and covenants to perform all the obligations of the Assignor under the Contract, and guarantees to hold the Assignor harmless from any claim or demand made there under.

IT WITNESS WHEREOF, the parties have hereunto set their hands this the day and year first above written.

Russell Craig Anderson
RUSSELL CRAIG ANDERSON
"Assignor"

Annette L. Mullins
Witness

ANDERSON SOLUTION FOCUS, L.L.C.,
a Kentucky Limited Liability Company,
"Assignee"

By: *R. Craig Anderson*
R. Craig Anderson
Manager

Annette L. Mullins
Witness

CONSENT TO ASSIGNMENT OF CONTRACT

Palm Beach County, a Political Subdivision of the state of Florida, by and through its Board of Commissioners, as a party to the Contract defined in the Assignment of Contract herein, with Assignor as Consultant in the aforementioned Contract, hereby accepts the assignment of said Contract, and the compensation due thereunder, by Russell Craig Anderson to Anderson Solution Focus, L.L.C., a Kentucky Limited Liability Company, of 246 Shelton Way, Mt. Sterling, Kentucky 40353, and agrees that the money to become due and payable to Russell Craig Anderson, will be paid to said Anderson Solution Focus, L.L.C. in lieu of payment thereof to the said Russell Craig Anderson. This Consent is specifically conditioned on the continued performance by Russell Craig Anderson under the terms of the existing Contract and the Consent to said Assignment does not relieve Russell Craig Anderson of any obligations under the aforementioned Contract.

Dated this ____ day of _____, 2006.

ATTACHMENT # 2

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: Steve Bordelon
Director, Information Systems Services

THIRD AMENDMENT
TO STANDARD PROFESSIONAL SERVICES CONTRACT
BETWEEN
RUSSELL CRAIG ANDERSON (CONSULTANT)
AND
PALM BEACH COUNTY (COUNTY) for
CONSULTING SERVICES

THIS THIRD AMENDMENT is made and entered into this 27th day of July, 2006, by and between Palm Beach County, a political subdivision of the State of Florida (the "COUNTY") and Russell Craig Anderson (the "CONTRACTOR").

WHEREAS, the parties have entered into that certain Contract dated March 24, 2006, hereinafter referred to as the "CONTRACT", under which the CONTRACTOR is to provide professional/consultation services in the area of software;

WHEREAS, Amendment One to this CONTRACT, dated March 24, 2006, amended the CONTRACT with specific parameters for the scope of work, duration of contract, expenses, travel dates and deliverables and;

WHEREAS, the Second Amendment to the CONTRACT, dated June 19, 2006, amended the CONTRACT to extend the expiration date to July 28, 2006 and to increase the total payments for consulting services to not exceed \$31,800.00 for a total aggregate CONTRACT amount of \$32,484.78;

WHEREAS, the CONTRACTOR and the COUNTY agree that CONTRACTOR may be required to work until a later date, specifically December 31, 2006; and CONTRACTOR may be required to provide additional professional services at a cost of \$40.00 per hour;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants herein contained, and other good and valuable consideration, the receipt of which the parties hereby expressly acknowledge, the parties hereto covenant and agree to the following terms and conditions:

1. **SECOND AMENDMENT, DURATION OF CONTRACT**, substitute the following in its entirety:


Contract is not to exceed 1,370 billable hours. Total payments for consulting services are not to exceed \$54,800.00 (Fifty-Four Thousand Eight Hundred Dollars). Contract period is from March 24, 2006 through December 31, 2006. All travel to Palm Beach County will be completed by June 16, 2006.

2. All other provisions of said CONTRACT, as amended, are hereby confirmed and, except as provided herein, are not otherwise altered or amended and shall remain in full force and effect.

----- balance of page left intentionally blank -----

IN WITNESS THEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Second Amendment on behalf of the COUNTY and CONSULTANT has set its hand the day and year above written.

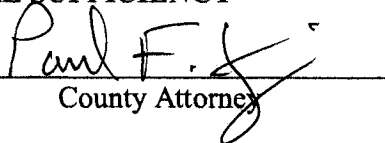
**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS**

By: 


Robert Weisman
County Administrator

By authority granted under 3-U-2, 6/20/06

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

By: 
County Attorney

**APPROVED AS TO TERMS AND
CONDITIONS**

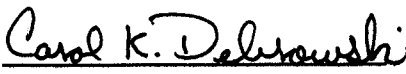
By: 
Director, ISS Department

CONSULTANT


Signature

Russell Craig Anderson
Name (type or print)

WITNESS


Signature

CAROL K. DEBROWSKI
Name (type or print)

R2006-1155

12/13/2005

JUN 20 2006

CONTRACT FOR CONSULTING/PROFESSIONAL SERVICES

This Contract is made as of the 24th day of March, 2006, by and between Palm Beach County, a Political Subdivision of the State of Florida, by and through its Board of Commissioners, hereinafter referred to as the COUNTY, and Russell Craig Anderson, [X] an individual, [] a partnership, [] a corporation authorized to do business in the State of Florida, hereinafter referred to as the CONSULTANT, whose Federal I.D. is 403-19-8917.

In consideration of the mutual promises contained herein, the COUNTY and the CONSULTANT agree as follows:

ARTICLE 1 - SERVICES

The CONSULTANT'S responsibility under this Contract is to provide professional/consultation services in the area of software, as more specifically set forth in the Scope of Work detailed in Amendment One.

The COUNTY'S representative/liaison during the performance of this Contract shall be Michael Pinkney, telephone no. (561) 355-6396.

The CONSULTANT'S representative/liaison during the performance of this Contract shall be Russell Craig Anderson, telephone no. (859) 498-5393.

ARTICLE 2 - SCHEDULE

The CONSULTANT shall commence services on March 26, 2006 and complete all services by June 16, 2006.

Reports and other items shall be delivered or completed in accordance with the detailed schedule set forth in Exhibit "A".

ARTICLE 3 - PAYMENTS TO CONSULTANT

A. The total amount to be paid by the COUNTY under this Contract for all services and materials including, if applicable, "out of pocket" expenses (specified in paragraph C below) shall not exceed a total contract amount of Twenty-Four Thousand Four Hundred Eighty -Four and 78/100 Dollars (\$24,484.78). The CONSULTANT shall notify the COUNTY's representative in writing when 90% of the "not to exceed amount" has been reached. The CONSULTANT will bill the COUNTY on a monthly basis, or as otherwise provided, at the amounts set forth in Exhibit "B" for services rendered toward the completion of the Scope of Work. Where incremental billings for partially completed items is permitted, the total billings shall not exceed the estimated percentage of completion as of the billing date.

- B. Invoices received from the CONSULTANT pursuant to this Contract will be reviewed and approved by the COUNTY's representative, to verify that services have been rendered in conformity with the Contract. Approved invoices will then be sent to the Finance Department for payment. Invoices will normally be paid within thirty (30) days following the COUNTY representative's approval.
- C. "Out-of-pocket" expenses will be reimbursed up to an amount not to exceed Four Hundred Eighty-Four and 78/100 Dollars ((\$484.78), -----
and in accordance with the list of the types and amounts of expenditures eligible for reimbursement as set forth in Amendment One. All requests for payment of "out-of-pocket" expenses eligible for reimbursement under the terms of this Contract shall include copies of paid receipts, invoices, or other documentation acceptable to the Palm Beach County Finance Department. Such documentation shall be sufficient to establish that the expense was actually incurred and necessary in the performance of the Scope of Work described in this Contract. Any travel, per diem, mileage, meals, or lodging expenses which may be reimbursable under the terms of this Contract will be paid in accordance with the rates and conditions set forth in Section 112.061, Florida Statutes.
- D. Final Invoice: In order for both parties herein to close their books and records, the CONSULTANT will clearly state "final invoice" on the CONSULTANT'S final/last billing to the COUNTY. This shall constitute CONSULTANT'S certification that all services have been properly performed and all charges and costs have been invoiced to Palm Beach County. Any other charges not properly included on this final invoice are waived by the CONSULTANT.

ARTICLE 4 - TRUTH-IN-NEGOTIATION CERTIFICATE

Signature of this Contract by the CONSULTANT shall also act as the execution of a truth-in-negotiation certificate certifying that the wage rates, over-head charges, and other costs used to determine the compensation provided for in this Contract are accurate, complete and current as of the date of the Contract and no higher than those charged the CONSULTANT'S most favored customer for the same or substantially similar service.

The said rates and costs shall be adjusted to exclude any significant sums should the COUNTY determine that the rates and costs were increased due to inaccurate, incomplete or noncurrent wage rates or due to inaccurate representations of fees paid to outside consultants. The COUNTY shall exercise its rights under this Article 4 within three (3) years following final payment.

ARTICLE 5 - TERMINATION

This Contract may be terminated by the CONSULTANT upon sixty (60) days' prior written notice to the COUNTY's representative in the event of substantial failure by the COUNTY to perform in accordance with the terms of this Contract through no fault of the CONSULTANT. It may also be terminated, in whole or in part, by the COUNTY, with or without cause, immediately upon written