

**PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS**

**AGENDA ITEM SUMMARY**

<b>Meeting Date:</b>	11/21/06	<input checked="" type="checkbox"/> Consent	<input type="checkbox"/> Regular
		<input type="checkbox"/> Ordinance	<input type="checkbox"/> Public Hearing

<b>Department</b>	<b>Submitted By:</b>	Palm Beach County ISS
	<b>Submitted For:</b>	Palm Beach County ISS

**I. EXECUTIVE BRIEF**

**Motion and Title:** Staff recommends motion to approve: the Fourth Amendment to the professional services contract with Anderson Solution Focus, L.L.C., (R2006-1155) a Kentucky Limited Liability Company for the period January 1, 2007 through August 31, 2007 in the amount of \$59,200 for a total contract amount of \$114,484.78.

**Summary:** The County has completed the implementation of the Justice Information Systems (JIS) Criminal and Traffic Court modules. Information System Services (ISS) entered into an emergency contract with Russell Craig Anderson in March 2006 to provide the JIS project with critical resource continuity to assist in the final implementation process.



Mr. Anderson was an integral part of the JIS programming team as an employee of the vendor, Affiliated Computer Systems, Inc. (ACS). The retention of Mr. Anderson's knowledge, skills and abilities has been crucial to the completion of the JIS project.

The first amendment to this contract addressed specific conversion tasks and deliverables, and a time table for those deliverables. The second and third amendments extended the contract period and increased the total contract amount to address additional work identified. This fourth amendment will also extend the contract period and increase the total contract amount for additional services from Anderson Solution Focus, L.L.C. The additional time and contract spending authority are required for continued JIS project implementation issue resolution, including the scripting of certain batch processes to promote efficient system operation, the development of custom forms as identified by the JIS user base since system implementation and to assist with the implementation of the Public Defender module of the system. 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, Criminal & Traffic) have been successfully implemented.

**Attachments**

- 1) 2 originals Fourth Amendment with Anderson Solution Focus, L.L.C.
- 2) Copy of contract with Anderson Solution Focus, L.L.C., as amended

Recommended by:	 Department Director	11/8/06 Date
Approved by:	 County Administrator	11/14/06 Date

**II. FISCAL IMPACT ANALYSIS**

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

Fiscal Years	2007	2008	2009	2010	2011
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	<u>\$59,200</u>	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u>\$59,200</u>	_____	_____	_____	_____
# ADDITIONAL FTE POSITIONS (Cumulative)	<u>0</u>	_____	_____	_____	_____

Is Item Included in Current Budget?      Yes    X      No

Budget Account Number:    Fund 3902    Agency 491    Org. M018    Object 3404

Reporting Category

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

C. Departmental Fiscal Review:

Robert C. Busch 11/17/06

**III. REVIEW COMMENTS**

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

Jim Donk 11-9-06  
OFMB  
atw 11-9-06  
pm 11-9-06

Jim J. Jacobitz 11/13/06  
Contract Administration  
11/13/06 At the time of CDC's review, the Amendment was not executed.

**B. Legal Sufficiency:**

Paul F. J. 11/13/06  
Assistant County Attorney

**C. Other Department Review:**

\_\_\_\_\_  
Department Director

**FOURTH AMENDMENT  
TO STANDARD PROFESSIONAL SERVICES CONTRACT  
BETWEEN  
ANDERSON SOLUTION FOCUS, L.L.C. (COMPANY)  
AND  
PALM BEACH COUNTY (COUNTY) for  
CONSULTING SERVICES**

**THIS FOURTH AMENDMENT** is made and entered into this 21<sup>st</sup> day of November, 2006, by and between Palm Beach County, a political subdivision of the State of Florida (the "COUNTY") and Anderson Solution Focus, L.L.C., (the "COMPANY").

**WHEREAS**, the parties have entered into that certain Contract dated March 24, 2006, hereinafter referred to as the "CONTRACT", under which the COMPANY 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 Third Amendment to the CONTRACT, dated July 27, 2006, amended the CONTRACT to extend the expiration date to December 31, 2006 and to increase the total payments for consulting services to not exceed \$54,800 for a total aggregate CONTRACT amount of \$55,484.78.

**WHEREAS**, the COMPANY and the COUNTY agree that COMPANY may be required to work until a later date, specifically August 31, 2007; and COMPANY 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. **THIRD AMENDMENT, DURATION OF CONTRACT**, substitute the following in its entirety:

Contract is not to exceed 2,850 billable hours. Total payments for consulting services are not to exceed \$114,000.00 (One Hundred Fourteen Thousand Dollars). Contract period is from March 24, 2006 through August 31, 2007.

**SIGNED ORIGINALS TO FOLLOW N-L-T 11/13/06**

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.

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**SIGNED ORIGINALS TO FOLLOW N-L-T 11/13/06**

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

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

By: \_\_\_\_\_  
Addie L. Greene, Chairperson

**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 System Services

**ANDERSON SOLUTION FOCUS, L.L.C.**

**WITNESS**

By: \_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Signature

Russell Craig Anderson  
Name (type or print)

\_\_\_\_\_  
Name (type or print)

**SIGNED ORIGINALS TO FOLLOW N-L-T 11/13/06**

R 2006 1155

12/13/2005

JUN 20 2006

**CONTRACT FOR CONSULTING/PROFESSIONAL SERVICES**

This Contract is made as of the 24<sup>th</sup> 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

notice to the CONSULTANT. Unless the CONSULTANT is in breach of this Contract, the CONSULTANT shall be paid for services rendered to the COUNTY'S satisfaction through the date of termination. After receipt of a Termination Notice and except as otherwise directed by the COUNTY the CONSULTANT shall:

- A. Stop work on the date and to the extent specified.
- B. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
- C. Transfer all work in process, completed work, and other materials related to the terminated work to the COUNTY.
- D. Continue and complete all parts of the work that have not been terminated.

#### **ARTICLE 6 - PERSONNEL**

The CONSULTANT represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the COUNTY.

All of the services required hereinunder shall be performed by the CONSULTANT or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

Any changes or substitutions in the CONSULTANT'S key personnel, as may be listed in Exhibit "A", must be made known to the COUNTY'S representative and written approval must be granted by the COUNTY's representative before said change or substitution can become effective.

The CONSULTANT warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field.

All of the CONSULTANT'S personnel (and all Subcontractors) while on County premises will comply with all COUNTY requirements governing conduct, safety and security.

#### **ARTICLE 7 - SUBCONTRACTING**

The COUNTY reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform properly under this Contract. The CONSULTANT is encouraged to seek additional small business enterprises for participation in subcontracting opportunities. If the CONSULTANT uses any subcontractors on this project the following provisions of this Article shall apply:



If a subcontractor fails to perform or make progress, as required by this Contract, and it is necessary to replace the subcontractor to complete the work in a timely fashion, the CONSULTANT shall promptly do so, subject to acceptance of the new subcontractor by the COUNTY.

The Palm Beach County Board of County Commissioners has established a minimum goal for SBE participation of 15% on all County solicitations.

The CONSULTANT agrees to abide by all provisions of the Palm Beach County Code establishing the SBE Program, as amended, and understands that failure to comply with any of the requirements will be considered a breach of contract.

The CONSULTANT understands that each SBE firm utilized on this Contract must be certified by Palm Beach County in order to be counted toward the SBE participation goal.

The CONSULTANT shall provide the COUNTY with a copy of the CONSULTANT's contract with any SBE subcontractor or any other related documentation upon request.

The CONSULTANT understands the requirements to comply with the tasks and proportionate dollar amounts throughout the term of this Contract as it relates to the use of SBE firms.

The CONSULTANT will only be permitted to replace a certified SBE subcontractor who is unwilling or unable to perform. Such substitutions must be done with another certified SBE in order to maintain the SBE percentages established in this Contract. Requests for substitutions of SBE's must be submitted to the COUNTY's representative and to the Office of Small Business Assistance.

The CONSULTANT shall be required to submit to the COUNTY Schedule 1 (Participation of SBE-M/WBE Contractors) and Schedule 2 (Letter of Intent) to further indicate the specific participation anticipated, where applicable.

The CONSULTANT agrees to maintain all relevant records and information necessary to document compliance pursuant to Palm Beach County Code, Chapter 2, Article III, Sections 2-71 through 2-80.13 and any revisions thereto, and will allow the COUNTY to inspect such records.

#### **ARTICLE 8 - FEDERAL AND STATE TAX**

The COUNTY is exempt from payment of Florida State Sales and Use Taxes. The COUNTY will sign an exemption certificate submitted by the CONSULTANT. The CONSULTANT shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the COUNTY, nor is the CONSULTANT authorized to use the COUNTY'S Tax Exemption Number in securing such materials.

The CONSULTANT shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this contract.

## **ARTICLE 9 - AVAILABILITY OF FUNDS**

The COUNTY'S performance and obligation to pay under this contract for subsequent fiscal year's is contingent upon annual appropriations for its purpose by the Board of County Commissioners.

## **ARTICLE 10 - INSURANCE**

- A. CONSULTANT shall, at its sole expense, agree to maintain in full force and effect at all times during the life of this Contract, insurance coverages and limits (including endorsements), as described herein. The requirements contained herein, as well as COUNTY'S review or acceptance of insurance maintained by CONSULTANT are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by CONSULTANT under the contract.
- B. **Commercial General Liability** CONSULTANT shall maintain Commercial General Liability at a limit of liability not less than \$500,000 Each Occurrence. Coverage shall not contain any endorsement excluding Contractual Liability or Cross Liability unless granted in writing by County's Risk Management Department. CONSULTANT shall provide this coverage on a primary basis.
- C. **Business Automobile Liability** CONSULTANT shall maintain Business Automobile Liability at a limit of liability not less than \$500,000 Each Accident for all owned, non-owned and hired automobiles. In the event CONSULTANT doesn't own any automobiles, the Business Auto Liability requirement shall be amended allowing CONSULTANT to agree to maintain only Hired & Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto coverage form. CONSULTANT shall provide this coverage on a primary basis.
- D. **Worker's Compensation Insurance & Employers Liability** CONSULTANT shall maintain Worker's Compensation & Employers Liability in accordance with Florida Statute Chapter 440. CONSULTANT shall provide this coverage on a primary basis.
- E. **Professional Liability** CONSULTANT shall maintain Professional Liability, or equivalent Errors & Omissions Liability at a limit of liability not less than \$1,000,000 Per Occurrence. When a self-insured retention (SIR) or deductible exceeds \$10,000, COUNTY reserves the right, but not the obligation, to review and request a copy of CONSULTANT'S most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis, CONSULTANT shall maintain a Retroactive Date prior to or equal to the effective date of this Contract. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced, or any other event triggering the right to purchase a Supplement Extended Reporting Period (SERP) during the life of this Contract, CONSULTANT shall purchase a SERP with a minimum reporting period not less than 3 years. CONSULTANT shall provide this coverage on a primary basis.

- F. **Additional Insured** CONSULTANT shall endorse the COUNTY as an Additional Insured with a CG 2026 Additional Insured - Designated Person or Organization endorsement, or its equivalent, to the Commercial General Liability. The Additional Insured endorsement shall read "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents." CONSULTANT shall provide the Additional Insured endorsements coverage on a primary basis.
- G. **Waiver of Subrogation** CONSULTANT hereby waives any and all rights of Subrogation against the County, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then CONSULTANT shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which a condition to the policy specifically prohibits such an endorsement, or voids coverage should CONSULTANT enter into such an agreement on a pre-loss basis.
- H. **Certificate(s) of Insurance** Prior to execution of this Contract, CONSULTANT shall deliver to the COUNTY'S representative as identified in Article 26, a Certificate(s) of Insurance evidencing that all types and amounts of insurance coverages required by this Contract have been obtained and are in full force and effect. Such Certificate(s) of Insurance shall include a minimum thirty (30) day endeavor to notify due to cancellation or non-renewal of coverage.
- I. **Umbrella or Excess Liability** If necessary, CONSULTANT may satisfy the minimum limits required above for either Commercial General Liability, Business Auto Liability, and Employer's Liability coverage under Umbrella or Excess Liability. The Umbrella or Excess Liability shall have an Aggregate limit not less than the highest "Each Occurrence" limit for either Commercial General Liability, Business Auto Liability, or Employer's Liability. The COUNTY shall be specifically endorsed as an "Additional Insured" on the Umbrella or Excess Liability, unless the Certificate of Insurance notes the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.
- J. **Right to Review** COUNTY, by and through its Risk Management Department, in cooperation with the contracting/monitoring department, reserves the right to review, modify, reject or accept any required policies of insurance, including limits, coverages, or endorsements, herein from time to time throughout the term of this Contract. COUNTY reserves the right, but not the obligation, to review and reject any insurer providing coverage because of its poor financial condition or failure to operate legally.

#### **ARTICLE 11 - INDEMNIFICATION**

CONSULTANT shall protect, defend, reimburse, indemnify and hold COUNTY, its agents, employees and elected officers harmless from and against all claims, liability, expense, loss, cost,

damages or causes of action of every kind or character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, arising during and as a result of their performance of the terms of this Contract or due to the acts or omissions of CONSULTANT.

#### **ARTICLE 12 - SUCCESSORS AND ASSIGNS**

The COUNTY and the CONSULTANT each binds itself and its partners, successors, executors, administrators and assigns to the other party and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract. Except as above, neither the COUNTY nor the CONSULTANT shall assign, sublet, convey or transfer its interest in this Contract without the prior written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the COUNTY, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the COUNTY and the CONSULTANT.

#### **ARTICLE 13 - REMEDIES**

This Contract shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Contract will be held in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity, by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

#### **ARTICLE 14 - CONFLICT OF INTEREST**

The CONSULTANT represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in Chapter 112, Part III, Florida Statutes. The CONSULTANT further represents that no person having any such conflict of interest shall be employed for said performance of services.

The CONSULTANT shall promptly notify the COUNTY's representative, in writing, by certified mail, of all potential conflicts of interest of any prospective business association, interest or other circumstance which may influence or appear to influence the CONSULTANT'S judgement or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the CONSULTANT may undertake and request an opinion of the COUNTY as to whether the association, interest or circumstance would, in the opinion of the COUNTY, constitute a conflict of interest if entered into by the CONSULTANT. The COUNTY agrees to notify the CONSULTANT of its opinion by certified mail within thirty (30) days of receipt of notification by the CONSULTANT. If, in the opinion of the COUNTY, the prospective business association, interest or circumstance would not constitute a conflict of interest by the CONSULTANT, the COUNTY shall so state in the

notification and the CONSULTANT shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the COUNTY by the CONSULTANT under the terms of this Contract.

#### **ARTICLE 15 - EXCUSABLE DELAYS**

The CONSULTANT shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the control of the CONSULTANT or its subcontractors and without their fault or negligence. Such causes include, but are not limited to, acts of God, force majeure, natural or public health emergencies, labor disputes, freight embargoes, and abnormally severe and unusual weather conditions.

Upon the CONSULTANT'S request, the COUNTY shall consider the facts and extent of any failure to perform the work and, if the CONSULTANT'S failure to perform was without it or its subcontractors fault or negligence, the Contract Schedule and/or any other affected provision of this Contract shall be revised accordingly, subject to the COUNTY'S rights to change, terminate, or stop any or all of the work at any time.

#### **ARTICLE 16 - ARREARS**

The CONSULTANT shall not pledge the COUNTY'S credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgement, lien, or any form of indebtedness. The CONSULTANT further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract.

#### **ARTICLE 17 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS**

The CONSULTANT shall deliver to the COUNTY's representative for approval and acceptance, and before being eligible for final payment of any amounts due, all documents and materials prepared by and for the COUNTY under this Contract.

To the extent allowed by Chapter 119, Florida Statutes, all written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the COUNTY or at its expense will be kept confidential by the CONSULTANT and will not be disclosed to any other party, directly or indirectly, without the COUNTY'S prior written consent unless required by a lawful court order. All drawings, maps, sketches, programs, data base, reports and other data developed, or purchased, under this Contract for or at the COUNTY'S expense shall be and remain the COUNTY'S property and may be reproduced and reused at the discretion of the COUNTY.

All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Contract

and the consummation of the transactions contemplated hereby.

#### **ARTICLE 18 - INDEPENDENT CONTRACTOR RELATIONSHIP**

The CONSULTANT is, and shall be, in the performance of all work services and activities under this Contract, 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 Contract shall at all times, and in all places, be subject to the CONSULTANT'S sole direction, supervision, and control. The CONSULTANT shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the CONSULTANT'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.

The CONSULTANT does not have the power or authority to bind the COUNTY in any promise, agreement or representation.

#### **ARTICLE 19 - CONTINGENT FEES**

The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT to solicit or secure this Contract 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 the CONSULTANT, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Contract.

#### **ARTICLE 20 - ACCESS AND AUDITS**

The CONSULTANT shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least three (3) years after completion or termination of this Contract. The COUNTY shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the CONSULTANT'S place of business.

#### **ARTICLE 21 - NONDISCRIMINATION**

The CONSULTANT 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 22 - AUTHORITY TO PRACTICE**

The CONSULTANT hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the COUNTY's representative upon request.

## **ARTICLE 23 - SEVERABILITY**

If any term or provision of this Contract, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Contract, 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 Contract shall be deemed valid and enforceable to the extent permitted by law.

## **ARTICLE 24- PUBLIC ENTITY CRIMES**

As provided in F.S. 287.132-133, by entering into this contract or performing any work in furtherance hereof, the CONSULTANT 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 25 - MODIFICATIONS OF WORK**

The COUNTY reserves the right to make changes in Scope of Work, including alterations, reductions therein or additions thereto. Upon receipt by the CONSULTANT of the COUNTY'S notification of a contemplated change, the CONSULTANT shall, in writing: (1) provide a detailed estimate for the increase or decrease in cost due to the contemplated change, (2) notify the COUNTY of any estimated change in the completion date, and (3) advise the COUNTY if the contemplated change shall affect the CONSULTANT'S ability to meet the completion dates or schedules of this Contract.

If the COUNTY so instructs in writing, the CONSULTANT shall suspend work on that portion of the Scope of Work affected by a contemplated change, pending the COUNTY'S decision to proceed with the change.

If the COUNTY elects to make the change, the COUNTY shall initiate a Contract Amendment and the CONSULTANT shall not commence work on any such change until such written amendment is signed by the CONSULTANT and approved and executed on behalf of Palm Beach County.

**ARTICLE 26 - NOTICE**

All notices required in this Contract shall be sent by certified mail, return receipt requested, hand delivery or other delivery service requiring signed acceptance. If sent to the COUNTY, notices shall be addressed to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

With copy to:

Palm Beach County Attorney's Office  
301 North Olive Ave.  
West Palm Beach, Florida 33401

If sent to the CONSULTANT, notices shall be addressed to:

Craig Anderson

246 Shelton Way

Mount Sterling, KY 40356

**ARTICLE 27 - ENTIRETY OF CONTRACTUAL AGREEMENT**

The COUNTY and the CONSULTANT agree that this Contract sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto in accordance with Article 25- Modifications of Work.

**ARTICLE 28 - CRIMINAL HISTORY RECORDS CHECK**

The CONSULTANT shall comply with the provisions of Ordinance 2003-030, the Criminal History Records Check Ordinance ("Ordinance"), if CONSULTANT'S employees or subcontractors are required under this contract to enter a "critical facility" as identified in Resolution R-2003-1274. The CONSULTANT acknowledges and agrees that all employees and subcontractors who are to enter a "critical facility" will be subject to a fingerprint based criminal history records check. Although COUNTY agrees to pay for all applicable FDLE/FBI fees required for criminal history record checks, the CONSULTANT shall be solely responsible for the financial, schedule, and staffing implications associated in complying with Ordinance 2003-030.



**ARTICLE 29 - REGULATIONS: LICENSING REQUIREMENTS:**

The CONSULTANT shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, to include those applicable to conflict of interest and collusion. CONSULTANT is presumed to be familiar with all federal, state and local laws, ordinances, codes and regulations that may in any way affect the services offered.

The remainder of this page intentionally left blank.

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

EMERGENCY CONTRACT  
PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS

R2006-1155

JUN 20 2006

By: G. Steven Bordelon  
G. Steven Bordelon  
Director, ISS Department

Karen T. Marcus  
for Tony Masilotti  
Chairman,

CONSULTANT:

Russell Craig Anderson  
Company Name

Sharon R. Bock, Clerk of the Board  
Palm Beach County  
By Judith Bock  
Deputy Clerk  
BOARD OF COUNTY COMMISSIONERS  
PALM BEACH COUNTY  
FLORIDA

Russell Craig Anderson 3/23/06  
Signature

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

By Paul F. J.  
County Attorney

APPROVED AS TO TERMS  
AND CONDITIONS

By Steve Bordelon  
Department Director

R2006-1156

Attachment # 2, Page 14 of 25

Attachment #3

Page 14 of 18

AMENDMENT ONE

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

WAIVER OF INSURANCE REQUIREMENTS: The following Contract terms have been waived:

Article 10 - Insurance; Sections A, C, D, and E.

CONSULTANT will be reimbursed \$484.78 for Insurance Requirements upon submission of receipt of payment for insurance. CONSULTANT is to provide COUNTY with a copy of the insurance certificate upon execution of this contract.

DURATION OF CONTRACT: Contract is not to exceed 600 billable hours. Total payments for consulting services is not to exceed \$24,000.00 (Twenty-Four Thousand Dollars). Contract period is from March 24, 2006 through June 16, 2006.

HOURLY RATE: \$40.00 per hour. Billable hours do not include travel time.

AUTHORIZED EXPENSES: CONSULTANT will be responsible to provide to COUNTY liaison within one week of completion of travel the receipts for transportation, lodging, auto and meals which he was provided. CONSULTANT will not be required to fund these expenses unless he does not provide the required receipts. Receipts for travel, auto, lodging or meals cannot exceed the rates and conditions set forth in Section 112.061, Florida Statutes. Expenses in excess of the rates set forth in Section 112.061, Florida Statutes, will be at the CONSULTANT's discretion and cost. Final invoice from CONSULTANT will be held for payment until all receipts have been submitted.

TRAVEL DATES:

The following travel periods are based on the current ACS vendor development/ delivery schedule. Both parties acknowledge that a change in the vendor schedule could impact travel dates, and will cooperatively work to adjust travel dates accordingly.

Preparation	March 26 - March 31
Post Test Conversion Run	Mid to late April
Pre/Post System Test	Early to mid May
Post Go Live Conversion	June 12 - June 16

EXPENSES: CONSULTANT will make a best effort to obtain the most favorable rates for hotels, airfare, and car rental, and where possible will provide comparisons.

INVOICES: Invoices for billable hours are to be provided to Palm Beach County on a weekly basis.

REMAINDER OF PAGE LEFT DELIBERATELY BLANK

**DATE RESTRICTIONS:**

CONSULTANT will not be available to work on April 6, 2006.

CONSULTANT will be unable to travel on April 9, 2006.

CONSULTANT will be on vacation for the week of May 6, 2006 through May 13, 2006.

**SCOPE OF WORK:**

- Assist Core Team and System Administrators to review, modify and approve conversion design documents as required by Palm Beach County.
- Assist ACS and Palm Beach County to complete functional assessment of ACS conversion routines to incorporate Palm Beach County requirements.
- Develop and maintain a log of existing conversion issues to be reviewed and approved by Palm Beach County management on a weekly basis.
- Identify and document testing scenarios for Core Team conversion changes.
- Assist in data verification following the conversion run.
- Assist ACS in functional/ technical understanding of the requested change as it pertains to Violation of Probation, Collections, Charges, Pleas, Sentencing, and Dispositions.
- Advise ISS Database Administrative Team in preparation for conversion activities as needed or directed by Palm Beach County management.
- Familiarize self with ISS Policies and Procedures regarding securing confidential data.
- Assist on-going and future conversion cycles as directed by Palm Beach County management.

**DELIVERABLES:**

- Maintain and provide weekly conversion issues log.
- Issue monthly status report of conversion activities.
- Summarize any functional/ technical questions and answers related to the areas of Violation of Probation, Collections, Charges, Pleas, Sentencing, and Disposition in order to allow ACS the ability to complete the conversion coding and execution of these components.
- Advise Palm Beach County Database management on conversion preparation.
- Develop and maintain a log of Database preparation necessary for final conversion.
- Provide Final Report detailing any conversion anomalies, future recommendations, lessons learned.
- Document and communicate with management any data integrity issues to insure security objectives are met.

CONSULTANT will provide copies of all reports and documentation prepared under this contract to the designated point of contact in the Office of the Clerk & Comptroller, in addition to providing the reports and documentation to the designated COUNTY point of contact.

REMAINDER OF PAGE LEFT DELIBERATELY BLANK

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

EMERGENCY CONTRACT  
 PALM BEACH COUNTY  
 BOARD OF COUNTY  
 COMMISSIONERS

R2006 1156

By: G. Steven Bordelon

G. Steven Bordelon  
 Director, ISS Department

Karen T. Marcus  
 Karen T. Marcus  
 For Tony Masiotti  
 Chairman

APPROVED AS TO FORM AND  
 LEGAL SUFFICIENCY

By: Paul F. J.  
 County Attorney

Sharon R. Bock, Clerk & Commissioner  
 Palm Beach County  
 By: Judith C. Bock  
 Deputy Clerk  
 BOARD OF COUNTY COMMISSIONERS  
 PALM BEACH COUNTY  
 FLORIDA

APPROVED AS TO TERMS AND  
 CONDITIONS

By: Steve Bordelon  
 Director, ISS Department

CONSULTANT

Russell Craig Anderson 3/23/06  
 Signature

Russell Craig Anderson  
 Name (type or print)

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

**THIS SECOND AMENDMENT** is made and entered into this 19<sup>th</sup> day of May, 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, as more specifically set forth in the Scope of Work detailed in Amendment One; and

**WHEREAS**, the CONTRACTOR and the COUNTY agree that the contractor may be required to work until a later date, specifically July 28, 2006; and the 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. **AMENDMENT ONE, DURATION OF CONTRACT**, substitute the following in its entirety:

Contract is not to exceed 795 billable hours. Total payments for consulting services is not to exceed \$31,800.00 (Thirty-One Thousand Eight Hundred Dollars). Contract period is from March 24, 2006 through July 28, 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.

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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.

EMERGENCY CONTRACT  
PALM BEACH COUNTY  
BOARD OF COUNTY  
COMMISSIONERS

R2006 1157

JUN 20 2006

By: G. Steven Bordelon

G. Steven Bordelon  
Director, ISS Department

Karen T. Marcus  
for Tony Maslotti  
Chairman

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

By: Paul F. [Signature]  
County Attorney

Sharon R. Bock, Clerk & Comptroller  
Palm Beach County, Florida  
By: Judith [Signature]  
Deputy Clerk  
BOARD OF COUNTY COMMISSIONERS  
PALM BEACH COUNTY  
FLORIDA

APPROVED AS TO TERMS AND  
CONDITIONS

By: Steve Bordelon  
Director, ISS Department

CONSULTANT

Russell Craig Anderson 5/14/06  
Signature

Russell Craig Anderson  
Name (type or print)

R2006-2130

## ASSIGNMENT OF CONTRACT

THIS AGREEMENT made and entered into this the \_\_\_\_ day of OCT 03 2006 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.




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.

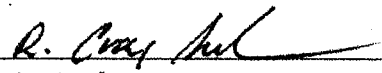
2. The Assignee hereby assumes and covenants to perform all the obligations of the Assignor under the Contract, and guarantees to hold the Assignor harmless from any claim or demand made there under.

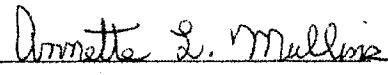
IT WITNESS WHEREOF, the parties have hereunto set their hands this the day and year first above written.

  
RUSSELL CRAIG ANDERSON  
"Assignor"

  
Witness

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

By:   
R. Craig Anderson  
Manager

  
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 OCT 03 2006 2006.

R2006-2130  
OCT 03 2006

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

~~Karen T. Marcus~~

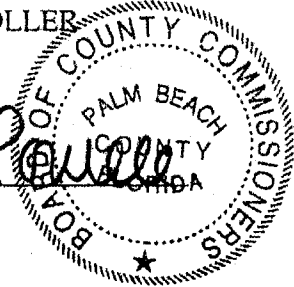
By: 

~~for~~ Tony Masiotti, Chairman

SHARON R. BOCK  
CLERK & COMPTROLLER

By: 

Deputy Clerk



APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

By: 

Assistant County Attorney

APPROVED AS TO TERMS AND  
CONDITIONS

By: 

Director, Information Systems Services

R 2006-2131

OCT 03 2008

**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 27<sup>th</sup> 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:

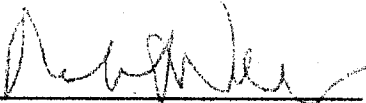
Contract is not to exceed 1,370 billable hours. Total payments for consulting services are not to exceed \$54,800.00 (Fifty-Four Thousand Eight Hundred Dollars). Contract period is from March 24, 2006 through December 31, 2006. All travel to Palm Beach County will be completed by June 16, 2006.

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.

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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

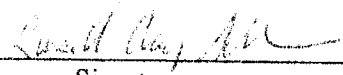
APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

By:   
County Attorney

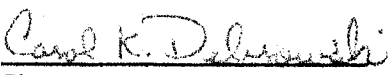
APPROVED AS TO TERMS AND  
CONDITIONS

By:   
Director, ISS Department

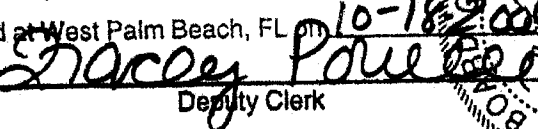
CONSULTANT

  
Signature  
Russell Craig Anderson  
Name (type or print)

WITNESS

  
Signature  
CAROL K. DEBROWSKI  
Name (type or print)

STATE OF FLORIDA, COUNTY OF PALM BEACH  
I, SHARON R. BOOK, Clerk & Comptroller certify  
this to be a true and correct copy of the original  
filed in my office on OCT 03 2006

dated at West Palm Beach, FL on 10-18-2006  
By:   
Deputy Clerk

