# AGENDA ITEM # 38-5

## PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS

## AGENDA ITEM SUMMARY

Meeting Date: December 5, 2006 (X) Consent () Regular () Ordinance () Public Hearing

Department Submitted By: Clerk & Comptroller, Palm Beach County

Submitted For: Sharon R. Bock, Clerk & Comptroller

# I. EXECUTIVE BRIEF

## A. Motion and Title:

**Staff recommends motion to approve:** the **ninth** amendment to the agreement with **Integral Systems, Inc.** (R93-1549D) dated December 7, 1993, in an amount not to exceed **\$313,750.00** for an additional two year of software maintenance for personnel/payroll system December 7, 2006 to December 6, 2008.

#### B. Summary:

This amendment provides for an additional two years of standard HRMS software maintenance for the County's Personnel/Payroll system, Checkwrite I-Trust Web and JES2Mail modules at a cost of \$303,500.00 for the period effective December 7, 2006 through December 6, 2008.

Acquisition of the JES2RPL software module, at a cost of \$8,750.00, along with an additional year of maintenance at a cost of \$1,500.00 is required to facilitate the increasing demand for large reports to be separated by department and sent via e-mail to the recipients. JES2RPL is an extension of the existing JES2Mail version of the software, which distributes single reports via e-mail but is unable to separate and send large reports to multiple departments. JES2RPL will permit these large single reports to be separated and distributed to each department automatically, via e-mail in a PDF format without human intervention, thereby making staff more efficient and providing more timely reports in a neat and professional format.

#### C. Background and Justification:

In 1993, an extensive selection process chose Integral Systems, Inc., as the best solution to the County's need for an integrated personnel/payroll system.

**D. Attachments:** Three copies of the amendment to the contract with Integral Systems, Inc.

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Recommended by:		11/106
	Department Head	<i>,</i> bate
Approved by:	NIA	
	Assistant County Administrator	Date

# II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years Capital Expenditures	2007 8,750.00	2008	2009	2010	
Operating Costs Operating Revenues	147,400.00	157,600.00			
Is item included in curre	nt budget?	Yes <u>√</u>	No		
Budget Account No.:	Fund <u>0001</u>	Dept. <u>760</u>	Unit <u>7601</u>	Object <u>4674</u>	
Program Code					

B.

Recommended sources of Funds/Summary of Fiscal Impact:

C.

Departmental Fiscal Review:

# III. <u>REVIEW COMMENTS</u>

A. OFMB fiscal and/or Contract Administration Comments: FY 2008 funding contingent upon Board approval.

Hon J-JeX) Contract Administration 13/06

B. Legal Sufficiency:

Assistant County Attorney

C. Other Department Reviews:

**Department Director** 

THIS SUMMARY IS NOT TO BE USED AS A BASIS FOR PAYMENT.

#### NINTH AMENDMENT TO THE COUNTY-WIDE PERSONNEL/PAYROLL SYSTEM CONTRACT (CONTRACT R93-1549D)

THIS NINTH AMENDMENT, dated  $\cancel{Mov}$ .  $\cancel{2}$ , 2006, to the Contract of December 7, 1993, Contract No. R93-1549D, by and between Palm Beach County, a Political Subdivision of the State of Florida, hereinafter referred to as "COUNTY", and Integral Systems, Inc., 5980 Lake Michigan Drive, Allendale, MI 49401, a corporation authorized to do business in the State of Florida, hereinafter referred to as the CONSULTANT, whose Federal Identification No. is 22-1970843.

#### WITNESSETH:

WHEREAS, the parties entered into the Contract on December 7, 1993, hereinafter referred to as the Contract, under which the CONSULTANT is to provide software maintenance service for the County-Wide Personnel/Payroll System; and

WHEREAS, the First Amendment to the Contract (R96-420D), approved by the Board of County Commissioners on April 2, 1996, extended the Contract through June 30, 1996; and

WHEREAS, the Second Amendment to the Contract (R96-2020D), approved by the Board of County Commissioners on December 17, 1996, extended the Contract through December 6, 1997; and

WHEREAS, the Third Amendment to the Contract (R98-321D), approved by the Board of County Commissioners on March 17, 1998, extended the Contract through December 6, 1998; and

WHEREAS, the Fourth Amendment to the Contract (R98-1973D, approved by the Board of County Commissioners on December 1, 1998, extended the Contract through December 6, 2000; and

WHEREAS, the Fifth Amendment to the Contract (R2000-1845), approved by the Board of County Commissioners on November 21, 2000, extended the Contract through December 6, 2002.

WHEREAS, the Sixth Amendment to the Contract (R2002-0422), approved by the Board of County Commissioners on April 2, 2002, extended the Contract through December 6, 2003.

WHEREAS, the Seventh Amendment to the Contract (R2003-1949), approved by the Board of County Commissioners on December 2, 2003, extended the Contract through December 6, 2005.

WHEREAS, the Eighth Amendment to the Contract (R2003-1949), approved by the Board of County Commissioners on January 24, 2006, extended the Contract through December 6, 2006.

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NOW THEREFORE, in consideration of the mutual covenants and agreements expressed herein,

the COUNTY and the CONSULTANT agree as follows:

1. ARTICLE 2 - SCHEDULE, first paragraph, is hereby amended to read as follows:

The CONSULTANT shall commence services on December 8, 1993 and complete all services by December 6, 2008.

- 2. ARTICLE 3 PAYMENTS TO CONSULTANT, subparagraph A, is hereby amended to read as follows:
  - A. The total amount to be paid by the COUNTY under the Ninth Amendment to the Contract shall not exceed Three Hundred Thirteen Thousand Seven Hundred Fifty Dollars (\$313,750.00). Total cost for Contract period December 7, 2006 through December 6, 2007 shall not exceed One Hundred Fifty Six Thousand One Hundred Fifty Dollars (\$156,150.00), payable quarterly in the amount of Thirty Nine Thousand Thirty Seven Dollars and Fifty Cents (\$39,037.50). Total cost for Contract period December 7, 2007 through December 6, 2008 shall not exceed One Hundred Fifty Seven Thousand Six Hundred Dollars (\$157,600.00) payable quarterly in the amount of Thirty Nine Thousand Four Hundred Dollars (\$39,400.00).

The following shall provide a detailed breakdown of the not-to-exceed cost to the County:

An I-Trust Web software annual maintenance service fee for contract period December 7, 2006 through December 6, 2008, of Two Hundred Ninety-Six Thousand, Dollars (\$296,000.00). Total cost for Contract period December 7, 2006 through December 6, 2007 shall not exceed One Hundred Forty-Three Thousand Seven Hundred Dollars (\$143,700.00). Total cost for Contract period December 7, 2007 through December 6, 2008 shall not exceed One Hundred Fifty Two Thousand Three Hundred Dollars (\$152,300.00). The CONSULTANT shall provide the COUNTY with System Maintenance Service on the I-Trust Web Module (Web Enabled Payroll/Personnel/Checkwrite and Web Enabled Payroll/Personnel Employee Self-Service), which is subject to the COUNTY'S payment of applicable fees, through December 6, 2008, or until the COUNTY notifies the CONSULTANT, in writing, that the COUNTY no longer requires maintenance service.

An IpServer software annual maintenance service fee for contract period December 7, 2006 through December 6, 2008, of Two Thousand Eight Hundred Dollars (\$2,800.00). Total cost for Contract period December 7, 2006 through December 6, 2007 shall not exceed One Thousand Four Hundred Dollars (\$1,400.00). Total cost for Contract period December 7, 2007 through December 6, 2008 shall not exceed One Thousand Four Hundred Dollars (\$1,400.00). Total cost for Contract period December 7, 2007 through December 6, 2008 shall not exceed One Thousand Four Hundred Dollars (\$1,400.00). The COUNTY understands that Data 21, Inc. will provide the COUNTY with maintenance support, through December 6, 2008 unless terminated by the COUNTY prior to expiration of this Ninth Amendment.

Purchase of JES2RPL license for the amount of Eight Thousand Seven Hundred Fifty Dollars (\$8,750.00) including one year of maintenance for contract period December 7, 2006 through December 6, 2007 and an annual maintenance service fee of One Thousand Five Hundred Dollars (\$1,500) for contract period December 7, 2007 through December 6, 2008.

JES2MAIL software annual maintenance service fee for contract period December 7, 2006 through December 6, 2008, of Four Thousand Seven Hundred Dollars (\$4,700.00). Total cost for Contract period December 7, 2006 through December 6, 2007 shall not exceed Two Thousand Three Hundred Dollars (\$2,300.00). Total cost for Contract period December 6, 2008 shall not exceed for Contract period December 7, 2007 through December 6, 2008 shall not exceed

Two Thousand Four Hundred Dollars (\$2,400.00). The COUNTY understands that Computer Applications Services, Inc. will provide the COUNTY with maintenance support through December 6, 2008, unless terminated by the COUNTY prior to expiration of the Ninth Amendment.

B. The COUNTY understands that all direct support and maintenance for lpServer will be provided directly by Data 21, Inc., and that Data 21, Inc. will make its best effort to respond as quickly as possible during normal business hours (Monday thru Friday, 7:00 a.m. - 4:00 p.m. PST) upon notification of a problem. The address for Data 21, Inc. is identified as follows:

Data 21, Inc. 3510 Torrance Blvd., Suite 300 Torrance, CA 90503 Hotline telephone No. (310) 792-1771 Fax No. (310) 792-1771 Hours of Service: Monday thru Friday, 7:00 a.m. - 4:00 p.m. (PST) E-mail: <u>support@data21.com</u>

C. The COUNTY understands that all direct support and maintenance for JES2MAIL and JES2RPL will be provided directly by Computer Application Services, Inc. (CASI) and that CASI will make its best effort to respond as quickly as possible during normal business hours (Monday thru Friday, 8:30 a.m. - 5:00 p.m. PST) upon notification of a problem. The address for Computer Application Services, Inc. is identified as follows:

Computer Application Services, Inc. (CASI) 10231 Slater Avenue, Suite 117 Fountain Valley, CA 92708 Hotline telephone No. (714) 378-0208 Fax No. (714) 378-9909 Hours of Service: Monday thru Friday, 8:30 a.m. - 5:00 p.m. (PST) E-mail: <u>support@casisoft.com</u>

3. The COUNTY agrees to all confidentiality and ownership provisions and use of reproduction limitations of the License Agreement, applicable equally to IpServer, JES2MAIL, JES2RPL and the CONSULTANT'S module(s) license. This provision is subject to the Florida Public Records Law.

All other provisions of said Contract, except as modified, are hereby confirmed and shall remain in full force and effect.

In accordance with Palm Beach County Code Chapter 2, Article III, Section 2.51, this Ninth Amendment shall not take effect until executed by the CONSULTANT and the COUNTY.

**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 CONTRACTOR has hereunto set its hand the day and year above written.

ATTEST: SHARON R BOCK, CLERK PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS:

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

WITNESS:

Signature

Deputy Clerk

By:

Addie L. Greene, Vice Chairperson

CONTRACTOR:

Integral Systems, Inc.

Company Name

Name (type or print)

By: <u>Steldon Shaw</u> Signature

> <u>Sheldon Shaw</u> Typed Name

<u>CEO</u> Title

(Corporation Seal)

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By **County Attorney** 

APPROVED AS TO TERMS AND CONDITIONS

By:\_