

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2007	2008	2009	2010
Capital Expenditures	8,750.00			
Operating Costs	147,400.00	157,600.00		
Operating Revenues				

Is item included in current budget? Yes No

Budget Account No.: Fund 0001 Dept. 760 Unit 7601 Object 4674

Program Code _____

B. Recommended sources of Funds/Summary of Fiscal Impact:

C. Departmental Fiscal Review: _____

III. REVIEW COMMENTS

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

[Signature]
OFMB
11-8-06
atn 11-8-06
11-8-06

[Signature]
Contract Administration
11/13/06

B. Legal Sufficiency:

[Signature]
Assistant County Attorney
11/13/06

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 Nov. 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.

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). 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 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 IpServer 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: support@data21.com

- 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: support@casisoft.com

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: _____
Deputy Clerk

By: _____
Addie L. Greene, ~~Vice~~ Chairperson

WITNESS:

CONTRACTOR:

Integral Systems, Inc.

Signature

Name (type or print)

Company Name

By: Sheldon Shaw
Signature

Sheldon Shaw
Typed Name

CEO
Title

(Corporation Seal)

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

APPROVED AS TO TERMS
AND CONDITIONS

By Paul F. [Signature]
County Attorney

By: _____