

**PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS  
AGENDA ITEM SUMMARY**

**Meeting Date:** April 21, 2009

☒ [X] Consent    ☐ [ ] Regular  
☐ [ ] Ordinance    ☐ [ ] Public Hearing

**Department:** Facilities Development & Operations

**I. EXECUTIVE BRIEF**

**Motion and Title:** Staff recommends motion to approve: Contract with Intellitech Corporation (Intellitech) in the amount of \$595,465.26 providing for professional services associated with the upgrade of the existing Inmate Management System (IMS) to; 1) develop the communications bridge to the proposed Video Visitation System (VVS) and 2) add the necessary functionality so that the VVS can be populated with data and routinely operated as contemplated in the design of the overall Jail Expansion Program.

**Summary:** The approved Jail Expansion Program includes the implementation of VVS to reduce; 1) overall operating costs and 2) security and contraband risks within the detention system. The VVS will include an automated scheduling component which will be visitor friendly and accessible from the web. While the VVS will ultimately schedule the visits and actually make the communications connections necessary for the video teleconference, the performance and success of the VVS is dependent on and therefore requires; 1) the development of an electronic bridge between the IMS and VVS, 2) an IMS upgrade to provide an expanded base of raw data related to the inmates' location and individual scheduling requirements and restrictions, and 3) increased functionality to integrate the upgraded IMS into routine jail operations. The existing IMS operated by the Palm Beach County Sheriff's Office/Corrections (PBSO) is the only system that can fulfill the County's need and is a proprietary product of Intellitech. As a result, Intellitech is the only firm capable of providing the services necessary to meet the County's need. The term of the Contract is through February 28, 2011 unless otherwise extended or terminated. The Contract includes the annual license fee and software support services (including upgrades) through February 28, 2011 after which, purchase orders will be required to continue payment of the license fee and software support services. The County has the right to assign the Contract to PBSO at any time with 60 days notice to Intellitech. Until assigned, the County has and will continue to work closely with PBSO staff on the management of this Contract as well as in determining whether the services being delivered are of the quality contemplated by the Contract. (FDO ESS) Countywide (JM)

**Background and Justification:** In April 2006, the Board approved the Jail Expansion Program to include a video visitation system to reduce overall operating costs and security and contraband risk within the detention system. The heart of the VVS contemplated will include an automated scheduling component that will be visitor friendly and accessible of the web. While the VVS will perform the scheduling of the visits and make the communications connections allowing the video teleconference to take place, the performance of the VVS and success of the system is largely dependent on; 1) the accuracy of the data fed to it from the IMS, 2) the functionality of the IMS integrating into routine jail operations, and 3) the functionality of the bridge between the IMS and VVS.

In February 2009, the Board approved an agreement with AT&T/Renovo allowing for the design and development of the VVS. Now it is necessary to contract for the services necessary for the modifications and upgrade to the IMS and this Contract provides for those professional services.

**Attachments:**


Contract with Intellitech  
Budget Availability Statement (2)

**Recommended by:**

  
Department Director

 3/31/09  
Date

**Approved by:**

  
County Administrator

 4/12/09  
Date

# I. FISCAL IMPACT ANALYSIS

## Five Year Summary of Fiscal Impact:

Fiscal Years	2009	2010	2011	2012	2013
Capital Expenditures	\$395,500.00	-0-	-0-	-0-	-0-
Operating Costs	\$199,965.26	-0-	-0-	-0-	-0-
External Revenues	(\$199,965.26)	-0-	-0-	-0-	-0-
Program Income County)	-0-	-0-	-0-	-0-	-0-
In-Kind Match (County)	-0-	-0-	-0-	-0-	-0-
NET FISCAL IMPACT	\$395,500.00	-0	-0-	-0-	-0-

# ADDITIONAL FTE  
POSITIONS (Cumulative)

Is Item Included in Current Budget? Yes ☒ No ☐

Budget Account No: Fund ' \_\_\_\_\_ Department \_\_\_\_\_ Unit \_\_\_\_\_ Object \_\_\_\_\_  
Reporting Category

3052	411	B362	6502	\$395,500.00
3804	411	B433	6502	\$199,965.26

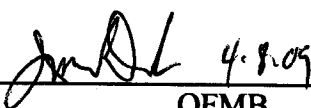
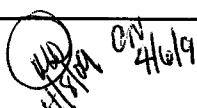
## B. Recommended Sources of Funds/Summary of Fiscal Impact:


The one-time costs are funded through the Criminal Justice and Public Improvements Revenue Bonds, Series 2008. The operating costs associated with the annual license fee and software support services are being funded by PBSO through its operating budget.

## C. Departmental Fiscal Review:

### III. REVIEW COMMENTS:

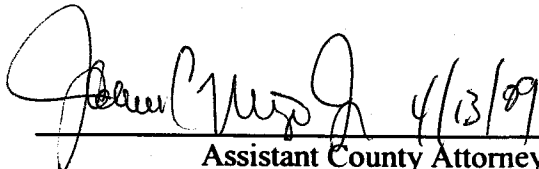
#### A. OFMB Fiscal and/or Contract Development & Control Comments:

 4.9.09  
OFMB  


 4/10/09  
Contract Dev. and Control

This Contract complies with our  
contract review requirements.

#### B. Legal Sufficiency:

 4/13/09  
Assistant County Attorney

There is no SBE  
participation in this  
contract. FDO is  
obtaining proof of  
Workers comp. insurance.

#### C. Other Department Review:

## **CONTRACT FOR PROFESSIONAL SERVICES**

This Contract is made as of the \_\_\_\_ day of \_\_\_\_\_, 2009 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 Intellitech Corporation, an Ohio Corporation authorized to do business in the State of Florida, hereinafter referred to as the CONSULTANT

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 services required to upgrade the Palm Beach County Sheriff's Office's ("PBSO") existing jail management system ("JMS") by Intellitech to IMACS V Inmate Management System ("IMS). In general, the upgrade to IMACS V will add core functionality; new modules not previously licensed, and incorporate local processing requirements. IMACS V will also change access to the application data from an ODBC connection to an ADO direct connection. In order to ensure completion of the upgrade to IMACS V without compromise and not impact the schedule for implementation of a video visitation system ("VVS") provided by another consultant of the COUNTY, the CONSULTANT shall provide an inmate scheduling bridge ("VVS Bridge"). The VVS Bridge will provide a maintenance module which will collect inmate schedule data. The interface between the JMS and VVS will be developed using a bridged data structure. The bridge data will be collected in a manner consistent with the IMACS V data design this eliminating the need to redevelop the interface when the IMACS V upgrade is fully implemented. The scope of work specifically required for the IMACS upgrade and the VVS Bridge is set forth in the Scope of Work detailed in Exhibit "A".

The CONSULTANT acknowledges that a part of its work is dependent on the proper execution or results from work performed by another consultant under contract by the COUNTY. The CONSULTANT shall, prior to proceeding with its work, promptly report to the COUNTY any apparent discrepancies or defects in such other work that CONSULTANT is aware of or should be aware of that render it unsuitable for such proper execution and results by CONSULTANT. Failure of the CONSULTANT to report such discrepancies or defects shall constitute an acceptance of the COUNTY'S separate consultant's work as fit and proper to receive its work, except as to defects which may subsequently become apparent in such work performed by others.

The COUNTY'S representative during the performance of this Contract shall be Charles D. Frazier, Director Electronic Services and Security, a division of Facilities Development & Operations with a telephone number of 561-233-0789, fax number of 561-233-0790, and e-mail address of cfrazier@pbcgov.org. The COUNTY may designate in writing additional or alternate representatives with specific responsibilities detailed in the written designation document from either the COUNTY or PBSO.

The CONSULTANT'S representative during the performance of this Contract shall be J. Jeff Sweeney, Intellitech Corporation's Vice President. His telephone number is 330-707-1090. The CONSULTANT'S representative shall devote such time as may be necessary and appropriate for full and timely performance of this Contract. This individual shall be assigned to the Contract through completion. The CONSULTANT'S representative shall not be removed from his/her responsibilities on this Contract without the written consent of the COUNTY. The COUNTY shall retain reasonable right to require the CONSULTANT to replace its designated representative with another individual acceptable to the COUNTY.

## **ARTICLE 2 - SCHEDULE**

The CONSULTANT shall commence services on the effective date of this Contract and shall continue through February 28<sup>th</sup>, 2011 or until completion of all work according to the schedule set forth in Exhibit B, unless otherwise extended by the COUNTY or terminated as provided herein.

## **ARTICLE 3 - PAYMENTS TO CONSULTANT**

- A. The total amount to be paid by the COUNTY under this Contract shall be \$595,465.26 as set forth in Exhibit B. The CONSULTANT will bill the COUNTY at the amounts set forth for services rendered toward the completion of the Scope of Work. Payments will be made either after completion of scheduled milestones or after acceptance of specified deliverables as set forth in Exhibit B.
- 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. 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.

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

## **ARTICLE 7 - SUBCONTRACTING**

The CONSULTANT is not using any subcontractors on this Contract. However, in the event that the CONSULTANT determines that a subcontractor is necessary, 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 are limited to only those services for which the CONSULTANT has received a Notice to Proceed.

## **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 coverage and limits (including endorsements), as described herein. CONSULTANT shall agree to provide the COUNTY with at least ten (10) day prior notice of any cancellation, non-renewal or material change to the insurance coverage. 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** Each Claim. 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. The Certificate of Insurance providing evidence of the purchase of this coverage shall clearly indicate whether coverage is provided on an "occurrence" or "claims - made" form. If coverage is provided on a "claims - made" form the Certificate of Insurance must also clearly indicate the "retroactive date" of coverage. 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 coverage required by this Contract have been obtained and are in full force and effect. Such Certificate(s) of Insurance shall include a minimum ten (10) day endeavor to notify due to cancellation or non-renewal of coverage. The certificate of insurance shall be issued to:



Palm Beach County Board of County Commissioners  
Facilities Development & Operations/ Electronic Services and Security  
2633 Vista Parkway  
West Palm Beach, FL. 33411

- I. **Umbrella or Excess Liability** If necessary, CONSULTANT may satisfy the minimum limits required above for 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 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. 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. Except as above, the CONSULTANT shall not assign, sublet, convey or transfer its interest in this Contract without the prior written consent of the COUNTY. The COUNTY has the right to assign, sublet convey or transfer its interest in the Contract to the Palm Beach County Sheriff's Office at any time during the course of the Contract with 60 days notice to 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 of 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, judgment, 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.

The CONSULTANT represents that all subconsultant agreements entered into shall incorporate by reference the terms and conditions of this Contract, and further warrants that the COUNTY is an intended express third party beneficiary of any such subcontract.

#### **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, sexual orientation, gender identity and expression.

#### **ARTICLE 22 - AUTHORITY TO PRACTICE**

The CONSULTANT hereby represents and warrants that it has and will continue to maintain all licenses and approvals required for conducting 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. Only if authorized in writing by COUNTY, and not included in Exhibit A, the CONSULTANT may receive additional compensation. 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 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:

Director Facilities Development & Operations  
2633 Vista Parkway  
West Palm Beach, Fl. 33411

Director FDO/Electronic Services and Security  
2633 Vista Parkway  
West Palm Beach, Fl. 33411

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:

John J. Jacobs, CEO  
8544 Hickory Hill  
Poland, OH 44514

## **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.

## **ARTICLE 30 - STANDARD OF CARE**

By executing this contract, CONSULTANT agrees that CONSULTANT will exercise that degree of care, knowledge, skill, and ability as other CONSULTANTS possessing the degree of skill, knowledge, experience and expertise which CONSULTANT has claimed. CONSULTANT shall perform such duties as may be assigned without neglect. CONSULTANT accepts the relationship of trust and confidence established by this Contract, and covenants with COUNTY to cooperate with COUNTY and to utilize CONSULTANT=S skill, efforts and judgment commensurate with similar firms in the areas of practice required for this project. CONSULTANT agrees to perform each assignment in an efficient and economical manner consistent with the COUNTY=S interests and consistent with the COUNTY=S stated objectives and recognized professional standards.

CONSULTANT further contracts with COUNTY to furnish its professional skill and judgment with due care in accordance with applicable Federal, State and local laws, codes and regulations as amended and supplemented which are in effect on the date of this Contract.

## **ARTICLE 31 - PERMANENT, IRREVOCABLE LICENSE**

The COUNTY shall have a non-exclusive, permanent, irrevocable license to use IMACS V solely in

the COUNTY's detention centers with a total capacity of 3427 beds. Said license shall be exclusively for use by the COUNTY and may not be transferred, assigned or sold, but as provided in Article 12.

### **ARTICLE 32 – SOFTWARE SUPPORT BY INTELLITECH**

As set forth, Intellitech shall provide on-going support and regularly issued software enhancements of IMACS V, which includes all maintenance releases and all full version releases of the software purchased. Support shall be provided by telephone and fax as required during regular business hours, which are defined above. The COUNTY may also elect to purchase the optional "Extended Support Plan" for after hour's coverage. When necessary, the paid Intellitech support plan shall provide support personnel on-site at the COUNTY. Any travel arrangements (transportation and hotel) for Intellitech personnel necessitated by on-site support will be made through the COUNTY. Intellitech will not charge the COUNTY for any expenses incurred as a result of documented and accepted software deficiency or defect. Intellitech shall also design and install special software enhancements to IMACS V as requested by the COUNTY at a cost savings of ten percent (10%) less than Intellitech then prevailing prices for such work if necessary. Software support through February 28<sup>th</sup>, 2011 for all software (including delivery, installation, functionality, equipment and other items furnished by Intellitech), is included in the contract price. The new support fee shall be One Hundred Seventy Seven Thousand One Hundred Dollars (\$177,100.00) per 12-month period, commencing March 1<sup>st</sup>, 2011. Intellitech to invoice the COUNTY for annual support 45 days prior to the support period. Intellitech to increase said fee by no more than one percent (1%) per annum (with a maximum of 5% over five (5) years) after the first payment, provided it gives notice to the COUNTY of any fee increase not later than ninety (90) days prior to the annual due date.

### **ARTICLE 33 – OWNERSHIP, USE, DISCLOSURE, RETURN**

The COUNTY acknowledges that Intellitech owns IMACS & IMACS V and all versions upgraded with any enhancement and that upon payment of the license fee; the COUNTY shall have a non-exclusive license for the use by the COUNTY for the Palm Beach County Detention Centers (Main Detention Center, Gun Club Road, Stockade, Fairgrounds Road and West Detention Center, Belle Glade). If the COUNTY adds any additional jail facilities or additional beds over and above 3,427 to existing jails, the COUNTY will pay Intellitech a one-time license fee of \$300.00 per additional bed, if the COUNTY desires to utilize IMACS for such jail(s). The COUNTY shall not copy, share, lease, and loan or otherwise make IMACS available for use by others, nor use IMACS in any manner other than as provided herein. The COUNTY shall make no modification to IMACS without the express written approval of Intellitech. Intellitech has agreed to provide view capabilities to approved criminal justice entities within Palm Beach County. Interfaces required for connection with the courts and other agencies will be agreed upon at standard industry rates by Intellitech and the affected agencies.

### **ARTICLE 34 - AVAILABILITY OF SOURCE CODE**

In the event of the liquidation due to bankruptcy or otherwise of Intellitech (except by reason of a merger or consolidation and the continuation of its business), the COUNTY shall be entitled to

receive and retain a copy of the IMACS source code, and to use or modify same by itself or in collaboration with other licensed users, but in either event solely in connection with the use of IMACS as licensed herein. The COUNTY shall not sell, copy, assign or transfer in any manner the source code to any other entity without the written consent of Intellitech and/or its President. In order to assure the availability of the source code in the event of the foregoing contingencies, Intellitech shall deposit and maintain a copy of the source code in Escrow with its attorneys, name the COUNTY as a beneficiary of the Escrow agreement, and provide the COUNTY with a copy of the Escrow agreement.



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 ("Effective Date").

ATTEST:

SHARON R. BOCK  
CLERK AND COMPTROLLER

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS:

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

By: \_\_\_\_\_  
John F. Koons, Chairman

WITNESS:

CONSULTANT:

Jessica Zebrasky  
Signature

\_\_\_\_\_  
Intellitech Corporation

Jessica Zebrasky  
Name (type or print)

John F. Koons, CEO  
Signature

[Signature]  
Signature

John J. Jacobs, CEO  
Typed Name

Jessica Zebrasky  
Name (type or print)

PRESIDENT & CEO  
Title

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

(corp. seal)

By \_\_\_\_\_  
County Attorney

APPROVED AS TO TERMS  
AND CONDITIONS

By Anthony Wolf  
Department Director

## SCOPE OF WORK

**Request Description:** The COUNTY desires to convert to the New IMACS V Inmate Management System. This transition adds core functionality; new modules not previously licensed and incorporate local processing requirements. The application transition will also change access to the application data from an ODBC connection to an ADO direct connection.

### Reasons/Goals for Change

Inmate scheduling was not a requirement in the implementation of the current IMACS installation at the detention facility, but is now necessary to fully implement video visitation; this can be accomplished by converting to IMACS V Inmate Management System. Because the time line to convert to IMACS V exceeds the time line for the implementation video visitation, an inmate scheduling bridge will be needed in the interim.

### Recommendations

Upgrade to IMACS V with an intermediate inmate scheduling bridge added to collect, create and provide data required for an interface with video visitation.

### Impacts on Cost, Scope, Schedule, Quality

The COUNTY has established a time table for tangent projects that will apply a schedule constraint to the IMACS V conversion project. An interface between the IMACS V Jail Management system and the Video Visitation solution has been defined as a critical path event. This event is scheduled for completion at the end of August. Completion of the interface will allow the COUNTY to test and validate the Video Visitation installation prior to opening the new West County Facility January 2010. This creates a dependency on IMACS V that will not exist until the transition from the existing IMACS installation has been completed.

### Solution

In order to assure completion of the tasks required to complete the transition to IMACS V without compromise and not impact the Video Visitation schedule Intellitech will provide an inmate scheduling bridge. This bridge will programming to collect or "Bridge" PBSO data that can be interfaced with the VVS in the same format that will be used when interfacing with IMACS V. The interface between IMACS and the video visitation system will be developed using this "Bridged" data structure. The bridge data will be collected in a manner consistent with the IMACS V data design thus eliminating the need to redevelop the interface when the IMACS V conversion goes live.

## A. Task Summary

### 1. Contract Execution

IMACS V - Intellitech to deliver standard source code to PBSO within seven days of approved contract. Upon the execution of the contract Intellitech will deliver the standard IMACS V source code to the COUNTY and to an escrow account in the name of the COUNTY with the law firm of Manchester, Bennet, Ullman, & Powers.

List of Tasks to be scheduled for the conversion of the Existing PBSO IMACS to IMACS V  
(These tasks have been listed in Exhibit B)

2. Planning

IMACS V – Intellitech will provide project planning, infrastructure verification review, assessment of PBSO IMACS requirements in IMACS V and establish Project based Communication. Task will be scheduled within 15 days of the approved contract (1 trip, 2 people, 5 days).

1. Infrastructure Verification Review  
Infrastructure and connections

2. Local Requirements

Onsite Review Session Application: Booking/Release, Classification, Property, Incident Tracking, Previously developed changes to IMACS to Accommodate unique Palm Beach requirements, Interface, Reports, Cell board, Classification, Agency Billing, Visitation, Documentation, Develop, Test, Install Commissary, Inventory

Note: Project Implementation will include a Bridge between the current IMACS installation and the Video Visitation Interface. The interface Bridge will be implemented by May 31<sup>st</sup> in order to allow the PBSO to test during June and July.

3. Install IMACS V

Intellitech will install the IMACS V application on a test server at the COUNTY with test data (1 trip, 2 people, 2 days). The installation will include:

1. IMACS V modules

IMACS V versions of the IMACS modules currently licensed to Palm Beach will be installed.

2. New IMACS V modules

New IMACS V modules not previously licensed to Palm Beach include: Boot Camp, Work Release, Trusty Camp, Medisys, Inmate Services, and Work Detail Modules.

Other New Functional Areas included in this delivery are: Inmate Meals Cells of our Services, Incoming Mail, Status Boards, Audit Trail and Audit Search

3. IMACS V Web Applications

- o Web-based Public View
- o Web-Based Agency View

4. VVS Bridge Interface Development

VVS Bridge - Intellitech to provide services to develop Phase I of the VVS interface. The interface definition follows in Section B. Interface for Video Visitation of this document.

5. VVS Bridge Interface 1<sup>st</sup> Transfer

Intellitech will provide an output file from PBSO IMACS to test compatibility VVS. The first output file is defined in below in Section B - "1<sup>st</sup> File Transfer (1 trip, 1 person, 2 days).

Pre Test Date 2009-06-20 1<sup>st</sup> File Transfer

6. Analyze VVS 1<sup>st</sup> Transfer Results  
VVS Bridge - Intellitech to analyze the results of the 1st file transfer and provide appropriate services to modify the interface file format as necessary.
7. VVS Bridge Interface 2<sup>nd</sup> Transfer  
VVS Bridge - Intellitech to provide an output file from PBSO IMACS to test compatibility with VVS.
8. Bridge data collection  
Intellitech to provide Bridge changes to PBSO IMACS to accommodate the collection of multiple occurrence records, including: Registered Visitors, Multiple Court Dates, and IMACS Service Requests (1 trip, 2 people, 3 days).
9. Analyze VVS results 2<sup>nd</sup> Transfer  
Intellitech to analyze the results of the 2<sup>nd</sup> file transfer and provide appropriate services to modify the interface file format as necessary.
10. VVS Bridge Interface - Final Test Transfer  
Intellitech will provide a final output file from PBSO IMACS to test compatibility with VVS (1 trip, 1 person, 2 days).
11. VVS Bridge Analyze results 3<sup>rd</sup> Transfer  
Intellitech will analyze the results of the 3<sup>rd</sup> and final file transfer and provide appropriate services to modify the bridge as necessary.
12. Support & Annual License  
Annual support and license fee for existing IMS system. The new annual support and license fee will be billed in September 2010 at the agreed upon IMACS V rate.
13. IMACS V Development  
IMACS V - Intellitech will provide services to change the IMACS V software to accommodate current functions in PBSO IMACS, including: screen changes, work flow, State and Federal reporting, PBSO IMACS reports. The IMACS V changes to be included in this development will be identified and documented during the project Planning (task item #2) of this upgrade.  
  
Installation – IMACS V changes will be installed on the PBSO server and web server. The implementation project includes tasks during this phase to define in IMACS V the security profiles currently used in PBSO IMACS.  
  
These tasks include:
  - Train on use of Security tool
  - Verify security profile definitions

14. Develop IMACS V Interfaces

Intellitech to provide services to develop current PBSO IMACS interfaces in IMACS V. The interfaces to be developed include: Vine, Pretrial Services, Photo Line-up, Swanson, Video Visitation, Two Way Interface with Records (RMS), Motorola Live Scan

The implementation project will include an interface to the RMS. This interface will expose IMACS booking records as read only data for the RMS vendor to search review or retrieve.

15. PBSO IMACS Data Conversion

Intellitech will perform successful conversion of the COUNTY's jail data, current inmate photos and Current Cell Board (1 trip, 2 people, 3 days).

The conversion process includes Inventory of IMACS Data, Mapping of PBSO IMACS data to IMACS V data tables, Development of the conversion routines, Execution of the Conversion for test and measure, Validation of trial conversion and Go Live Conversion

The conversion tasks will convert existing "Pick list" tables. PBSO will be required to populate new "Pick from list" tables in IMACS V

16. IMACS V Training – Inmate Management & New Modules

The training phase includes the following tasks:

- Verify Training facility setup,
- Plan Training sessions, Train-the-trainer Training of the Systems Administrator(s)
- Inmate Management training,
- New IMACS V Modules training

17. Transition from PBSO IMACS to IMACS V

The transition phase will end with a "Go Live" and cut over from the PBSO IMACS to the IMACS V jail management system (2 trips, 4 people, 7 days). The phase includes the following tasks:

- Go Live Conversion
- Readiness Review
- Decision to Go Live
- Go Live

18. VVS Interface Phase 2 Delivery:

Intellitech will deliver the VVS Interface generated from IMACS V.

19. Support & Annual License

This is the annual IMACS V support and license fee minus the IMACS support and maintenance fee already paid for March, 2010 thru September, 2010.

In January, 2011 the COUNTY will be billed the current IMACS V annual support and license fee of \$ 177,105.00 to cover March 1, 2011 thru February 28<sup>th</sup>, 2012. The annual support and license fee will be billed each January thereafter. Current license and upgrade licenses are based on 3,400 beds. Facility expansion will require additional licenses for each new bed. Services

associated with Training and or additional or new work flow would be quoted separately.

20. Post Installation Review with PBSO Management

The post installation review is used as a final close out of the project and to transition the project team from an installation project to customer support (1 trip, 2 people, 1 day)

## B. Interface for Video Visitation:

### IMACS to VVS interface – Phase I

1. Intellitech will develop programs to generate a transfer file.
  - a. The first test file will include inmate data and visitor data. Visitor data includes both registered social visitors and registered professional visitors.
  - b. IMACS inmate Keep separate from relationships (KSFs)
2. IMACS will write XML document to common share.
3. VVS vendor will provide service to monitor and maintain share.
4. IMACS will provide a maintenance utility that generates an interface record for a selected inmate.
5. IMACS will queue interface documents triggered but not written – i.e. if access to share is not available.

#### A. Inmate Data

Source: IMACS PBSO Booking

Bridge: None required

Inmate data is triggered on:

1. Booking , Proceed key; Action – Add
  - a. New Inmate
  - b. Re-Arrest
  - c. Quick Book
2. Release, Proceed; Action – Delete
3. Edit, Last Name, First Name, DOB; Action - Modify
4. Transfer,
  - a. Person ID; Action - Modify
  - b. New Housing
  - c. Change of housing; (Facility & Pod)

Inmate Data, the following fields are listed in the VVS flat file interface requirements.

1. Inmate ID (PBSO Jacket)
2. Inmate Booking (PBSO ID#)
3. Last Name
4. First Name
5. Date of Birth (Format: MMDDYYYY)
6. Housing Assignment Designator (Facility Pod)
7. Action to take (A, Add; M, Modify; D, Delete;

#### B. Visitor Data – Registered Visitor

Source: IMACS PBSO Booking

Bridge: Modifications to PBSO IMACS Add Entry Screen with collection table.

Inmate data triggered on:

1. New incarceration (add),
2. Release inmate from Custody(Delete),
  - a. Registered visitor records are limited to the inmate's incarceration record. A new registered visitor list will need to be generated if the inmate is incarcerated again in the future.
3. A change to the Inmate's Registered Visitor List (Modify) Registered visitor records are limited to the inmate's incarceration record. A new registered visitor list will need to be generated if the inmate is incarcerated again in the future.
4. Add Visitor Registered Visitor; Action –A
5. Add entry limit to Registered Visitor Maintenance.
  - a. Limit the entry of registered social visitors to 10.
  - b. The entry of professional visitors is not limited.

#### Registered Visitor Data

Add unique identifier to the PBSO IMACS Visitation Registered Visitor Maintenance. A numeric system generated record ID will be added to the registered visitor record. Registered visitors will only be added to individual inmate records. IMACS V and phase II of the interface will provide the ability to add the same registered visitor to multiple inmates.

The VVS flat file interface document did not detail required registered visitor data fields. Listed below are the fields available for interface:

#### Inmate Data

1. Visitor ID # (New PBSO IMACS Field)
2. Visitor Type (Professional, Social) limit of 10 applies to the social registered visitors (New PBSO IMACS Field)
3. Visitor Photo ID Type
4. Visitor Photo ID Number
5. Visitor Last Name
6. Visitor First Name
7. Visitor Address
8. Professional Visitor City
9. Visitor State
10. Visitor Zip
11. Visitor Phone
12. Visitor SSN
13. Visitor Birth Date
14. Visitor Race
15. Visitor Gender
16. Visitor Relationship to Inmate
17. Visitor Occupation

Note: The Registered Visitor and Registered Professional will be listed in the same section of the document. The Visitor type field is used to differentiate between the registered social visitor and the registered professional visitor.



### C. Professional Visitors

Source: IMACS V – Visitation, Registered Visitor Maintenance. IMACS V enters Professional visitors and then schedules inmates to the PV. PBSO wants PV assigned to the inmate. Intellitech will add a field to the visitor registration for Visitor Type (Values = “Social” & “Professional”). This will allow for both professional visitors and social visitors to be maintained in the same entry point in IMACS.

Note: The Registered Visitor and Registered Professional will be listed in the same section of the interface document. The Visitor type field is used to differentiate between the registered social visitor and the registered professional visitor.

### D. Inmate Keep Separate from (IMACS PBSO KSF)

Source: IMACS V – Classification, KSF Maintenance.

Bridge Solution: Non required

Note:

1. The Interface document will be generated when both inmates' involved are currently incarcerated. Interface document will be generated for both inmates involved in the KSF association.
2. Change of incarceration status will trigger generation of the interface document for both inmates listed in the KSF association.

### E. Service Requests

1. Add fields to accommodate entry of scheduled events by PBSO Defined department. (Pick from list table maintenance).
2. Add trigger to generate interface document with add, modify or delete of scheduled Request event.

### F. Multiple Court Dates

1. Add “Next Court Date” Maintenance to the PBSO IMACS “Court Minutes” maintenance. This will allow the PBSO to enter and archive unlimited court dates per case per ID Record (Booking record)
  - b. Add the auto-generated “Court Rotation” record to the court minutes as a scheduled event
  - c. Add trigger to generate interface document with add, modify or delete of court event record.

Note:

1. The following data element will require changes to IMACS to accommodate the acquisition of records.

### IMACS to VVS interface – Phase II

1. Data elements defined and generated in Phase 1 of the VVS interface will be generated from IMACS V

2. Triggers used to generate interface documents defined in Phase I of the VVS interface will be added to IMACS V
3. The Interface document format created in Phase I of the VVS interface will be used when creating the Phase II VVS interface document.

Issues:

Inmate Transfer: Inmate will transfer will change the inmate's inmate Id Number (PBSO Jacket Number). The inmate's booking number remains constant for the duration of the incarceration.

The Phase II VVS transmit file will use the same format developed in Phase I and will be populated with the following data types:

A. Inmate Data

B. Registered Visitor Data.

IMACS V will require a change to combine the registration social visitors and professional visitors. This change will be included Phase 12 development of this project.

C. Inmate KSF records

D. IMACS V Service Requests

E. Events scheduled in IMACS V

Scheduled Events

1. Court Visits (Multi-occurrence)

Source: IMACS V Case Detail, Court Minutes

2. Medical (Service Request )

Source: IMACS V Service Request & IMACS V Medical Module Events

3. Work Detail (Trusty Work Detail )

Source: IMACS V Group Moves, Work Detail Selection

4. Other Misc. (IMACS V - Scheduled Move)

Source: IMACS V Moves, Move location needs to be flagged to trigger event scheduling.

Fields

1. Type (Court, Medical, Detail, Misc)

2. Description

3. Scheduled Date/Time

4. Schedule Start Date/Time

5. Schedule End Date/Time

**EXHIBIT "B"**

**WORK and PAYMENT SCHEDULE**

#		Task Summary	Target Date	Cost	Notes	Detail
1		<b>Contract Execution</b> (IMACS V) Intellitech to deliver standard source code to PBSO within 7 days of approved contract.	4/24/2009	\$148,200.00	Software	Exhibit A
2	T	<b>Planning</b> (IMACS V/VVS Bridge) Intellitech will provide project planning, infrastructure verification review, assessment of PBSO IMACS requirements in IMACS V and establish project-based communication. Task will be scheduled within 15 days of the approved contract.	4/24/2009	\$10,000.00	Management Services	Exhibit A
3	T	<b>Install IMACS V</b> (IMACS V) Intellitech will install the IMACS V application on a test server at the COUNTY's office with test data.	5/8/2009	\$50,000.00	Software Development	Exhibit A
4		<b>VVS Bridge Interface Development</b> (VVS Bridge) Intellitech to provide services to develop Phase I of the VVS interface. The interface definition is listed in Exhibit A - Section B.	5/31/2009	\$30,000.00	Software Development	Exhibit A
5	T	<b>VVS Bridge Interface 1st Transfer</b> (VVS Bridge) Intellitech will provide an output file from PBSO IMACS to test compatibility VVS. The first output file is defined in Exhibit A - Section B.	6/19/2009	\$5,000.00	Software Development	Exhibit A
6		<b>Analyze VVS 1st Transfer Results</b> (VVS Bridge) Intellitech to analyze the results of the 1st file transfer and provide	7/15/2009	\$5,000.00	Software Development	Exhibit A

		appropriate services to modify the interface file format as necessary.						
7		<b>VVS Bridge Interface 2nd Transfer</b> (VVS Bridge) Intellitech will provide an output file from PBSO IMACS to test compatibility VVS.	7/20/2009	\$5,000.00		Software Development		Exhibit A
8	T	<b>Bridge Data Collection</b> (IMACS V/VVS Bridge) Intellitech to provide Bridge changes to PBSO IMACS to accommodate the collection of multiple occurrence records, including: Registered Visitors, Multiple Court Dates and IMACS Service Requests.	8/1/2009	\$50,000.00		Software Development		Exhibit A
9		<b>Analyze VVS 2nd Transfer Results</b> (VVS Bridge) Intellitech to analyze the results of the 2nd file transfer and provide appropriate services to modify the interface file format as necessary.	8/14/2009	\$5,000.00		Software Development		Exhibit A
10	T	<b>VVS Bridge Interface 3rd Transfer</b> (VVS Bridge) Intellitech will provide an output file from PBSO IMACS to test compatibility VVS.	8/20/2009	\$5,000.00		Software Development		Exhibit A
11		<b>Analyze VVS 3rd Transfer Results</b> (VVS Bridge) Intellitech to analyze the results of the 3rd file transfer and provide appropriate services to modify the interface file format as necessary.	9/1/2009	\$5,000.00		Software Development		Exhibit A
12		<b>Annual Software Support</b> Support starting October, 2009 thru September, 2010.	09/30/2009	\$54,864.63		Support		Exhibit A

13		<b>IMACS V Development</b> (IMACS V) Intellitech will provide services to change the IMACS V software to accommodate current functions in PBSO IMACS, including: screen changes, work flow, State and Federal reporting and IMACS reports.	1/11/2010	\$10,000.00	Software Development	Exhibit A
14		<b>Develop IMACS V Interfaces</b> (IMACS V) Intellitech to provide services to develop current PBSO IMACS interfaces in IMACS V.	1/26/2010	\$10,000.00	Software Development	Exhibit A
15	T	<b>PBSO IMACS Data Conversion</b> (IMACS V) Intellitech will perform successful conversion of the COUNTY's jail data, current inmate photos and Current Cell Board.	1/26/2010	\$20,000.00	Travel Expenses	Exhibit A
16		<b>IMACS V Training</b> (IMACS V) Inmate Management & New Modules.	1/30/2010	\$10,000.00	Training Services	Exhibit A
17	T	<b>Transition from PBSO IMACS to IMACS V</b> (IMACS V)	2/12/2010	\$5,000.00	Management Services	Exhibit A
18		<b>VVS Interface Phase 2 Delivery</b> (VVS Bridge) Intellitech will deliver the VVS Interface generated from IMACS V.	2/12/2010	\$5,000.00	Software Development	Exhibit A
19		<b>Annual Software Support</b> Support starting March, 2010 thru February, 2011 (pro-rated).	03/01/2010	\$145,100.63	Support	Exhibit A
20	T	<b>Post Installation Review with PBSO Management</b> (IMACS V/VVS Bridge) The post installation review is used as a final close out of the project and to transition the project team from an installation project to customer support.	3/30/2010	\$17,300.00	Management Services	Exhibit A
<b>Total Contract Cost</b>				<b>\$595,465.26</b>		

<b>ACORD CERTIFICATE OF LIABILITY INSURANCE</b>		OP ID SB INTELL1	DATE (MM/DD/YYYY) 03/26/09
PRODUCER  McCamon-Hunt Insurance Agy, Inc 8150 Market Street Boardman OH 44512 Phone: 330-726-8850 Fax: 330-726-9256		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED  INTELLITECH CORPORATION JOHN JACOBS PO BOX 5009 POLAND OH 44514		INSURERS AFFORDING COVERAGE	NAIC #
		INSURER A: CINCINNATI INSURANCE CO.	10677
		INSURER B: BEAZLEY INSURANCE CO.	
		INSURER C:	
		INSURER D:	
		INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A X	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	CPP0876518	02/02/09	02/02/12	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	CPP0876518 CPP0876518	02/02/09 02/02/09	02/02/12 02/02/12	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
A	EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 0	CPP0876518	02/02/09	02/02/12	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	OTHER PROF LIABILITY	V1509V08PNPT	09/28/08	09/28/09	EACH CLAI 1,000,000 AGGREGATE 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS  
CERTIFICATE HOLDER: PALM BEACH BOARD OF COUNTY COMMISSIONERS, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, IT'S OFFICERS, EMPLOYEES AND AGENTS, IS ADDITIONAL INSURED ON GENERAL LIABILITY;

CERTIFICATE HOLDER	CANCELLATION
PALMBE2  PALM BEACH COUNTY BOARD OF COMMISSIONERS FACILITIES DEV. S OPER. E S S 2633 VISTA PARKWAY WEST PALM BEACH FL 33411	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE <i>James S. McCamon</i>

**FACILITIES DEVELOPMENT & OPERATIONS  
BUDGET AVAILABILITY STATEMENT**

REQUEST DATE: 03/23/09

REQUESTED BY: Mike McPherson    PHONE: 233-0278  
FAX: 233-0270

PROJECT TITLE:    PBC Jail Expansion Program II

PROJECT NO.: 06213

ORIGINAL CONTRACT AMOUNT:

BCC RESOLUTION#:

REQUESTED AMOUNT:                \$395,500.00

DATE:

CSA or CHANGE ORDER NUMBER:

CONSULTANT/CONTRACTOR:            Intellitech Corporation

PROVIDE A BRIEF STATEMENT OF THE SCOPE OF SERVICES TO BE PROVIDED BY THE CONSULTANT/CONTRACTOR:

To upgrade the Palm Beach County Sherriff's Office existing jail management system

CONSTRUCTION	
PROFESSIONAL SERVICES	
STAFF COSTS** (Design/Construction Phase)	<u>\$395,500.00</u>
MISC. (permits, prints, advertising, etcetera)	<u>                    </u>
TOTAL	<u>\$395,500.00</u>

*\* By signing this BAS your department agrees to these staff costs and your account will be charged upon receipt of this BAS by FD&O. Unless there is a change in the scope of work, no additional staff charges will be billed.*

**BUDGET ACCOUNT NUMBER (IF KNOWN)**

FUND: 3053    DEPT: 411            UNIT: B362            OBJ: 6502

FUNDING SOURCE (CHECK ALL THAT APPLY):    ☐ AD VALOREM    ☒ OTHER

☐ FEDERAL/DAVIS BACON

BAS APPROVED BY: \_\_\_\_\_

DATE: 30309

ENCUMBRANCE NUMBER: 032309-649

BUDGET AVAILABILITY STATEMENT

REQUEST DATE: REQUESTED BY: C Frazier PHONE: 233-0789

PROJECT TITLE: PBC Jail Expansion Program PROJECT NO.:06213

LOCATION#:

LOCATION DESCRIPTION:

ORIGINAL CONTRACT/ANNUAL AMOUNT: BCC RESOLUTION#:

CSA/LOA CHANGE ORDER AMOUNT:

CSA/LOA CHANGE ORDER NUMBER:

CONTRACTOR/CONSULTANT NAME:

PROVIDE A BRIEF STATEMENT OF THE SCOPE OF SERVICES TO BE PROVIDED BY THE CONSULTANT/CONTRACTOR:

To upgrade the Palm Beach County Sherriff's Office Jail Management System.

WILL THIS AMENDMENT CHANGE THE ESTIMATED COST OF THE PROJECT?  
IF YES, PROVIDE ESTIMATES OF THE NEW COSTS:

CONSTRUCTION	_____
ARCHITECTURE/ENGINEER	_____
*STAFF COSTS	_____
EQUIPMENT/OTHER	<u>199,965.26</u>

\*By signing this BAS your department agrees to these staff costs and your account will be charged upon receipt of this BAS by FD&O. Unless there is a change in the scope of work, no additional staff charges will be billed.

BUDGET ACCOUNT NUMBERS (IDENTIFY ALL SOURCES) FUNDING SOURCE (CHECK ALL THAT APPLY)

FUND: 3804 DEPT: 411 UNIT: B433 SUBUNIT: 01 OBJECT: 4907  
☒ AD VALOREM ☐ OTHER \_\_\_\_\_ ☐ FEDERAL/DAVIS  
BACON

SUPPLEMENTAL AGREEMENT TO BE APPROVED BY: Department Director (WO<\$50,000)

ANTICIPATED DATE OF APPROVAL:

BAS APPROVED BY: \_\_\_\_\_ DATE: 4-1-09

ENCUMBRANCE NUMBER: \_\_\_\_\_