

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: June 21, 2011 Consent Regular
 Public Hearing Workshop

Department:

Submitted by: Information Systems Services
Submitted for: Information Systems Services

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: Amendment No. 6 to the Technical Currency Program (TCP) Agreement with SCT Government systems (SCT) (R-2003-1017), now doing business as Affiliated Computer Systems Inc. (ACS), to modify the software maintenance coverage for the period of October 1, 2010 through September 30, 2011 to extend coverage for the criminal and traffic system components of the ACS Justice Information System at a fee increase of \$51,316 for a new total contract value of \$455,904.

Summary: The TCP License Agreement was initially entered into by Palm Beach County and SCT (now ACS) on September 29, 1998 (R-1998-1540 & 1541), for annual maintenance of the ACS Justice Information System (JIS) which includes modules for Civil, Juvenile, Criminal, and Traffic Courts, and Jury Management. The TCP Agreement provides for software maintenance coverage and establishes the amount of the annual payments to ACS. Due to postponements of the planned implementation date for the criminal and traffic court modules, extending the coverage for JIS software maintenance costs will require additional funding in the amount of \$203,557 during FY 2011, of which \$152,241 was previously approved by the Board of County Commissioners. After the Clerk & Comptroller's new case management system is implemented, annual software maintenance cost will drop to \$4,885 for the Jury Management module, the only remaining ACS software product which will remain in use by the Clerk & Comptroller. ACS is based in Lexington, KY. Countywide (PFK)

Background and Justification: The criminal justice agencies have been using the ACS Justice Information Systems (formerly SCT Banner Courts) System since 2003. The TCP payment was originally intended to pay for the costs of technical support, enhancements to the baseline software package, and new releases of the baseline software. Since the JIS Policy Board's decision in July 2008 to replace the existing JIS System with a new case management system, the only value derived by the County from the TCP contract is technical support coverage.

Continued on page 3...

Attachments:

1. Amendment No. 6 to the Technical Currency Program Agreement with ACS (3 originals)
2. Exhibit No. 1 to Amendment No. 6 (TCP Agreement with ACS) (3 originals)

Recommended by: Steve Bordelon 5/27/2011
 Department Director Date

Approved by: [Signature] 6/10/11
 County Administrator Date

Background and Justification (continued from page 1)...

In the past, costs associated with the development and maintenance of the criminal justice systems were principally funded by the Board of County Commissioners. Article V of the Florida statutes was amended July 1, 2004 to create additional court fees to help fund court technology projects and services. Then, following the July 2008 decision to replace the existing JIS System (ACS Banner Courts System), the Clerk & Comptroller assumed responsibility for both managing and funding a new case management system to replace the ACS Banner System. The Clerk's new "Showcase" case management system is a vendor software product developed by Aptitude Solutions, Inc. All costs associated with the existing JIS (Banner) System will continue to be borne by the Board of County Commissioners until this system is retired.

The County's annual software maintenance contract for FY 2011 was based on the Clerk's planned go-live date of October 8, 2010. During the summer of 2010, when the Clerk announced that the project implementation date would be rescheduled to February 22, 2011, it was necessary to renegotiate the County's contract with the software vendor (ACS) to extend the maintenance coverage for the criminal and traffic court modules. This first extension increased the annual maintenance contract by \$152,241. Then, in January 2011, the Clerk's project team announced their go/no go decision would further postpone implementation of the criminal and traffic systems until a later unspecified date in 2011. Accordingly, the software maintenance coverage for these modules must be extended and Board approval is hereby requested to extend the contract with ACS through September 30, 2011 at an additional cost of \$51,316.

Rescheduling the JIS project implementation to a later date will also result in higher software maintenance costs for next budget year but this fiscal impact will not be known until the maintenance contract is renewed for FY 2012. The renewal of the TCP contract will be negotiated based on a revised system implementation date which will be confirmed by the Clerk & Comptroller's Office.

The BCC has funded the annual TCP cost (in a non-departmental cost center of the general fund) since the inception of the CJIS contract in 1999. Contract coverage periods and costs are summarized below for each of the component systems.

Baseline Component System	Contract Year Begins	Contract Year Ends	Annual Payment Amount
ACS Component Systems:			
Civil	October 1, 2010	September 30, 2011	\$119,740
Juvenile	October 1, 2010	September 30, 2011	\$23,948
Criminal	October 1, 2010	September 30, 2011	\$102,634
Traffic	October 1, 2010	September 30, 2011	\$102,634
Extended Case Information	October 1, 2010	September 30, 2011	\$37,061
ACS Accounting	October 1, 2010	September 30, 2011	\$65,002
			\$451,019
ACS Juror	October 1, 2010	September 30, 2011	\$4,885
Total			\$455,904

Palm Beach County has been represented in contract negotiations by representatives from the Information Systems Services Department, the Clerk & Comptroller's Office, and the Judiciary.



ACS GOVERNMENT SYSTEMS, INC.
FEIN 23-2154345
1733 Harrodsburg Road
Lexington, KY 40504-3617
FAX Number (859) 277-7600
("ACS")

and

Palm Beach County, A political subdivision of the State of Florida
301 N. Olive Avenue.
West Palm Beach, FL 33401
("Licensee")

Original Technical Currency Agreement dated September 29th, 1998 ("Agreement").

Amendment No. 6 ("this Amendment")

Effective Date of this Amendment: _____ ("Amendment Date").

Whereas, Licensee entered into the Agreement with SCT Government Systems, INC. ("SCT"), a corporation; and

Whereas, pursuant to various acquisitions and reorganizations, SCT was acquired by ACS; and

Whereas, the acquisition included the assignment to and assumption by ACS of all the rights, duties and obligations of SCT under the Agreement; and

Whereas, the Agreement was amended by Amendment No. 1 on June 8, 1999, Amendment No. 2 on June 25, 2002, Amendment No. 3 on July 1, 2003, and Amendment No. 4 on October 1, 2008; and Amendment No. 5 on October 1, 2010; and

Whereas, Licensee and ACS (collectively "the Parties") now desire to amend the Agreement with this Amendment No. 6;

Now, therefore, the Parties, intending to be legally bound, agree as follows:

1. Agreement. References to the Agreement mean the Agreement as amended to date.
2. Defined Terms. Unless specifically defined herein, all terms defined in the Agreement shall have the same meaning when used in this Amendment.
3. Amendments to the Agreement.
 - a. ACS Traffic and ACS Criminal support is extended for a period of three (3) months. (From July 1, 2011 - September 30, 2011).

- b. There is no change in support to the remaining components as defined in TCP Amendment #5 (ACS Civil, ACS Juvenile, ACS Extended Case Information & ACS Accounting).
- c. Exhibit 1 to the Agreement is deleted in its entirety and is replaced with Exhibit 1 to this Amendment.
- d. Section 5 of the Agreement is deleted in its entirety and is replaced with the following:

“Subject to the termination provisions in this Agreement, the term of this Agreement shall expire on September 30, 2011 (“Agreement Expiration Date”).

4. ACS acknowledges receipt of payment for Payment #1, Payment #2 and Payment #3 as set forth in Exhibit 1.
5. Integration Provision. Except as expressly modified by this Amendment, the Agreement shall remain in full force and effect. As of the Amendment Date, the Agreement, as further amended by this Amendment, constitutes the entire understanding of the Parties as regards the subject matter hereof and cannot be modified except by written agreement of the Parties.

IN WITNESS WHEREOF, the Parties have set their respective hands and seals below.

ACS

By:

Phillip D. Hutton

Phillip D. Hutton
(Printed Name and Title of Signatory)

Title:

VP Ops

Date:

5-18-11

LICENSEE

By:

(Printed Name and Title of Signatory)

Title:

Date:

APPROVED AS TO TERMS AND CONDITIONS
BY Steve Bordenon
ISS DIRECTOR



**AMENDMENT TO
TECHNICAL CURRENCY AGREEMENT
EXHIBIT 1**

Baseline Component System	Component Start Date:	Component End Date:	Annual Payment Amount
ACS Civil	October 1, 2010	September 30, 2011	\$119,740.00
ACS Juvenile	October 1, 2010	September 30, 2011	\$23,948.00
ACS Criminal	October 1, 2010	September 30, 2011	\$102,634.00
ACS Traffic	October 1, 2010	September 30, 2011	\$102,634.00
ACS Extended Case Information	October 1, 2010	September 30, 2011	\$37,061.00
ACS Accounting	October 1, 2010	September 30, 2011	\$65,002.00
TOTAL			\$451,019.00

ACS will invoice Licensee for the Payment Amounts for all Baseline Component Systems set forth above according to the following payment schedule:

Payment No.	Invoice Date	Payment Amount
Payment # 1	10/01/2010	\$112,755.00
Payment # 2	01/01/2011	\$112,755.00
Payment # 3	04/01/2011	\$112,755.00
Payment # 4	07/01/2011	\$112,754.00
TOTAL		\$451,019.00