PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: November 15, 2011 [X] Consent [] Regular [] Ordinance [] Public Hearing							
Department: Facilities Development & Operations							
I. EXECUTIVE BRIEF							
Motion and Title: Staff recommends motion to receive and file: An Assignment and Assumption Agreement regarding a contract with Intellitech Corporation (Contract) (R2009 0646), as amended by (R2011-0114) for professional services associated with the upgrade of the existing Inmate Management System.							
Summary: On April 21, 2009, the Board of County Commissioners approved the Contract which was amended on February 1, 2011. Pursuant to the terms of Article 12, the County has the right to assign the Contract to the Palm Beach County Sheriff's Office (PBSO). On August 23, 2011, the County and PBSO entered into the Assignment and Assumption Agreement that provides for the County's assignment and PBSO's assumption of all the rights, interests and obligations under the Contract, together with PBSO's agreement to hold harmless and indemnify the County from all liabilities, damages, losses and costs, arising out of the assumed obligations. (ESS) Countywide (JM)							
Background and Justification: In April of 2006, the Board approved the Jail Expansion Program to include a video visitation system. The Contract required Intellitech Corporation to upgrade the infrastructure of the Jail Management System and to activate the license and provide software support services for one year following acceptance of the upgrade which took place on October 31, 2010. The term of the Contract expired on October 31, 2011.							
Attachments: Assignment and Assumption Agreement							
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Recommended by: The Work							
Approved by: 10/3(//) County Administrator Date							

II. FISCAL IMPACT ANALYSIS

	A. Five Year Summary of Fiscal Impact:						
	Fiscal Years	2012	2013	2014	2015	2016	
	Capital Expenditures			0-		-0-	
	Operating Costs	0-					
	External Revenues			0-	0-	0-	
	Program Income (County)				0-	0-	
	In-Kind Match (County)		-0-		0-	0-	
	NET FISCAL IMPACT	4/See0-	below 	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	
	# ADDITIONAL FTE POSITIONS (Cumulative)						
	Is Item Included in Current Budget? Yes No Budget Account No: Fund Department Unit Object Reporting Category						
	B. Recommended Sources of Funds/Summary of Fiscal Impact:						
₩	C. Departmental Fiscal Review:						
A. OFMB Fiscal and/or Contract Development & Control Comments: OFMB OFMB Contract Dev. and Control							
Assistant County Attorney							
	C. Other Department Review	ew:					

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (the "Assignment") is made and entered into as of the **23**rd day of August, 2011, by and between Palm Beach County, a political subdivision of the State of Florida ("County"), and Ric L. Bradshaw, Sheriff, in his official capacity as Sheriff of Palm Beach, a State constitutional officer ("Sheriff").

WITNESSETH:

WHEREAS, the County and Intellitech Corporation, an Ohio Corporation authorized to do business in the State of Florida (the "Consultant") entered into that certain Contract For Professional Services (R2009-0646) dated April 21, 2009, as amended by that certain First Amendment To Contract For Professional Services (R2011-0114) dated February 1, 2011, (hereinafter collectively referred to as the "Contract").

WHEREAS, County desires to assign and transfer all of its right and interest under the Contract to the Sheriff; and

WHEREAS, the Sheriff desires to assume all of the County's right and interest under the Contract; and

WHEREAS, pursuant to Article 12 of the Contract, County may assign and transfer the Contract and all of its right and interest thereunder to the Sheriff.

NOW, THEREFORE, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the parties hereto, the County and Sheriff agree as follows:

- 1. The foregoing recitals are true and correct, and are incorporated herein by reference.
- 2. Pursuant to and in accordance with Article 12 of the Contract, County hereby assigns and transfers to the Sheriff the Contract and all of County's rights, interests and obligations under the Contract. The Sheriff hereby accepts such assignment and transfer, and hereby expressly assumes all of the rights, interests and obligations of the County under the Contract. Furthermore, the Sheriff agrees to hold harmless and indemnify the County from and against all liabilities, damages, losses, and costs, including attorneys' fees and court costs at both trial and appellate levels, arising out of the obligations under the Contract assumed by the Sheriff.
- 3. Each party shall be liable for its own actions and negligence and, to the extent permitted by law, the County shall indemnify and hold harmless the Sheriff against any actions, claims or damages arising out of the County's negligence in connection with the Contract, and Sheriff shall indemnify and hold harmless the County against any actions, claims, or damages arising out of the Sheriff's negligence in connection with the Contract. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in

Florida Statues 768.28, nor shall the same be construed to constitute agreement by either party to indemnify the other for such other party's negligent, willful or intentional acts or omissions.

IN WITNESS WHEREOF, County and Sheriff have executed this Assignment, or have caused the same to be executed as of the day and year first above written.

ATTEST:

COUNTY:

PALM BEACH COUNTY, a political subdivision of the State of Florida

By:

Audrey Wolf, Director

Facilities Development & Operations Dept.

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

County Attorney

ATTEST:

By: Dale Aussin

APPROVED AS TO FORM AND

D.,,

Sheriff's Legal Advisor

RIC L. BRADSHAW, IN HIS OFFICIAL CAPACITY AS SHERIFF OF PALM BEACH COUNTY, FLORIDA, a State Constitutional Officer

By: Ric L. Bradshaw or his Designee

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