

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

Approved by: *R. Baker* 9/3/15
County Administrator Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact

Fiscal Years	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>
Capital Expenditures	\$0	\$0	\$0	\$0	\$0
Operating Costs	<u>\$255,720</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
External Revenues	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
Program Inc (County)	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
In-Kind Match (County)	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
NET FISCAL IMPACT	<u>\$255,720</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>
# Additional FTE Positions (Cumulative)	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>

Is Item Included in Current Budget Yes X No

Budget Acct Number(s): Fund 1327 Dept. 520 Unit 7606 Object 3401

B. Recommended Sources of Funds / Summary of Fiscal Impact

Justice Information System Maintenance

C. Department Fiscal Review:

Robert Beal 8/29/15

III. REVIEW COMMENTS

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

Sherry Brown
8/26 8/27 8/27 OFMB

Dr. J. Jacobson 8/31/15
Contract Administration
8-31-15 Bioheeler

B. Legal Sufficiency:

Paul F. [Signature] 9/2/15
Assistant County Attorney

C. Other Department Review:

Department Director

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

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

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. 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, although revenues from this source are not sufficient to fund all court-related technology costs.

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. All costs associated with the existing JIS (ACS Banner) System will continue to be funded by the Board of County Commissioners until this system is fully retired.

A partial system retirement occurred when the ACS Criminal and Traffic Systems previously used by the County were replaced by the Clerk’s “Showcase” case management system in February 2012. Showcase is a vendor software product developed by Aptitude Solutions, Inc. which was acquired by the Harris Computing Corporation in May 2012.

The software maintenance contract for the ACS Criminal and Traffic module expired on March 31, 2012 following the Clerk’s implementation of the new Criminal and Traffic case management systems. Expiration of this contract coverage reduced the Board of County Commissioners’ annual costs for JIS software maintenance by **\$107,512** from prior fiscal years.

Full year coverage will continue for the Civil and Juvenile Traffic Systems until the Clerk’s Office determines a final go-live date for these case management systems.

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, 2015	September 30, 2016	\$124,590
Juvenile	October 1, 2015	September 30, 2016	\$24,920
Criminal*	N/A	N/A	\$0
Traffic*	N/A	N/A	\$0
Extended Case Information	October 1, 2015	September 30, 2016	\$38,570
ACS Accounting	October 1, 2015	September 30, 2016	\$67,640
Total			\$255,720

**Criminal and Traffic case management modules are no longer active and therefore no longer part of the TCP Agreement.*

The following table shows the trend of annual TCP payments since 2008.

Fiscal Year	Annual Payments	% Change Prior Year	Comments
2016	\$255,720	2.00%	Total payments to XEROX could be less that total shown due to two month anniversary termination clause
2015	\$250,690	2.00%	FY 2015 amount increased by 2.00% from FY 2014
2014	\$245,752	0.00%	FY 2014 amount unchanged from FY 2013
2013	\$245,752	-29.5%	FY 2013 amount reflects full year cost savings from retirement of ACS Criminal and Traffic modules.
2012	\$348,388	-23.6%	FY 2012 contract reduced following implementation of new Showcase Criminal and Traffic modules.
2011	\$455,900	-33.4%	Renegotiated to allow for additional coverage for Criminal and Traffic modules. Latest contract modification will extend coverage from July 1 through September 30.
2011	\$404,588	-40.9%	Re-negotiated FY 2011 contract based on extension of coverage for Criminal and Traffic modules <i>(due to changes in system implementation schedule)</i> .
2011	252,347	-63.1%	Negotiated contract reduction for FY 2011 based on Clerk’s planned

			October 8, 2010 planned implementation date.
2010	684,228	+5.0%	Annual contract escalation fee.
2009	651,645	-30.8%	Successful renegotiation to reduce contract amount due to County's budget shortfall and diminished value of TCP coverage.
2008	\$942,172	+7.1%	This year represents the peak total for the annual TCP payments.

AMENDMENT TO
TECHNICAL CURRENCY AGREEMENT

XEROX GOVERNMENT SYSTEMS, LLC
2025 Leestown Road, Suite A-1
Lexington, KY 40511
("Xerox")

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 09/29/1998 (the "Agreement").

This Amendment No. 11 to the Agreement (the "Amendment").

Effective Date of this Amendment: October 1, 2015 (the "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 Xerox; and

Whereas, the acquisition included the assignment to and assumption by Xerox 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, Amendment No. 4 on October 1, 2008, Amendment No. 5 on October 1, 2010, Amendment No. 6 on June 21, 2011, Amendment No. 7 on October 1, 2011, Amendment No. 8 on October 1, 2012, Amendment 9 on October 1, 2013 and Amendment 10 on October 1, 2014

Whereas, Licensee and Xerox (collectively "the Parties") now desire to amend the Agreement with this Amendment No. 11;

LICENSEE AND XEROX, 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. Amendment to and Modification of Agreement.

With effect from the Amendment Date:

- (a) Civil Case Management System, Juvenile Case Management System, Extended Case Information and Accounting System are extended for a period of twelve (12) months. (From October 1, 2015 – September 30, 2016).

- (b) Licensee may provide written notice to cancel this agreement (30) days before the end of a two-month period. If notice of cancelation is received by Xerox during this time frame, Xerox shall have no obligation to provide Maintenance for the remainder of the term, and Licensee shall have no obligation to pay for Maintenance provided during the remainder of the term.
- (c) Exhibit 1 to the Agreement is deleted in its entirety and is replaced with Exhibit 1 to this Amendment.
4. **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.
5. **Non-Discrimination.** XEROX 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, familial status, sexual orientation, gender identity and expression, or genetic information.
6. All other terms and conditions in the Agreement between the Parties are unchanged and remain in full effect.

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

ATTEST:

SHARON R. BOCK
CLERK AND COMPTROLLER

By: _____
Deputy Clerk

Xerox:

XEROX GOVERNMENT SYSTEMS, LLC

By: _____

(Printed Name and Title of Signatory)

LOUIS SCHIAVONE, JR.
Title: _____
Group Managing Director

Date: _____
August 24, 2015

Licensee:

PALM BEACH COUNTY
A political subdivision of the State of Florida

By: _____

Title: _____
Mayor

Date: _____

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: _____
County Attorney

APPROVED AS TO TERMS AND CONDITIONS

By: Steve Bordelon
Department Director

EXHIBIT 1 (to Amendment No. 11)

Licensee: Palm Beach County, FL

Baseline Component System	Component Start Date	Component End Date	Annual Amount
Justice Information System:*			
Civil	October 1, 2015	September 30, 2016	\$124,590.00
Juvenile	October 1, 2015	September 30, 2016	\$24,920.00
Extended Case Information	October 1, 2015	September 30, 2016	\$38,570.00
Accounting	October 1, 2015	September 30, 2016	\$67,640.00
Total Justice Information System Fee			\$255,720.00

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

Payment No.	Support Term	Invoice Date	Payment Amount
Payment #1	10/1/15 – 11/30/15	October 1, 2015	\$42,620.00
Payment #2	12/1/15 – 1/31/16	December 1, 2015	\$42,620.00
Payment #3	2/1/16 – 3/31/16	February 1, 2016	\$42,620.00
Payment #4	4/1/15 – 5/31/16	April 1, 2016	\$42,620.00
Payment #5	6/1/16 – 7/31/16	June 1, 2016	\$42,620.00
Payment #6	8/1/16 – 9/30/16	August 1, 2016	\$42,620.00
TOTAL			\$255,720.00