

MISCELLANEOUS CONTRACTS

26. **Approve Amendment#1 to M-469-04/AJR – J.D. Edwards Production Support Agreement to Mindset, Inc. of Midlothian, VA (Increase of \$250,000.00/per year)**

M-469-04/AJR provides application and technical support for JD Edwards, the County's installed financial application software. Mindset, Inc. manages an open item punch list for production issues; provides troubleshooting/training for Seminole County power users, assist in end of the Fiscal Year rollover and support issues and resolves problem-solving issues for the recent new release. The following is a summary of the contract.

| | |
|-----------------------|----------------------|
| Original Contract Sum | \$ 400,000.00 |
| Amendment #1 | <u>\$ 250,000.00</u> |
| Revised Contract Sum | \$ 650,000.00 |

This is a budgeted project, and funds will become available in account line number 140300.530340. Information Technologies/Information Services Division and Fiscal Services Department/Purchasing and Contracts Division recommend that the Board approve the increase and authorize the Chairman to execute the amendment as prepared by the County Attorney's Office.

**FIRST AMENDMENT TO JD EDWARDS PRODUCTION SUPPORT SERVICES AGREEMENT
(M-469-04/AJR)**

THIS FIRST AMENDMENT is made and entered into this _____ day of _____, 20____ and is to that certain Agreement made and entered into on the 31st day of January, 2005, between **MINDSET, INC.**, whose address is 14305 Spring Gate Road, Midlothian, Virginia 23112, hereinafter referred to as "CONSULTANT", and **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as "COUNTY".

W I T N E S S E T H:

WHEREAS, the CONSULTANT and COUNTY entered into the above-referenced Agreement on January 1, 2005 for JD Edwards production support; and

WHEREAS, the parties desire to amend the Agreement so as to enable both parties to continue to enjoy the mutual benefits it provides; and

WHEREAS, Section 19 of the Agreement provides that any amendments shall be valid only when expressed in writing and duly signed by the parties,

NOW, THEREFORE, in consideration of the mutual understandings and agreements contained herein, the parties agree to amend the Agreement as follows:

1. Section 3 of the Agreement is amended to read:

SECTION 3. COMPENSATION AND PAYMENT.

(a) The COUNTY agrees to compensate CONSULTANT for the professional services called for under this Agreement a fee not to exceed the sum of SIX HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$650,000.00) per year. CONSULTANT shall perform all work required by the Scope of Services but, in no event, shall CONSULTANT be paid more than the negotiated fee amount stated above. The CONSULTANT shall be compensated at the rate of ONE HUNDRED SIXTY-FIVE AND NO/100 DOLLARS (\$165.00) per

hour.

(b) Payments shall be made to the CONSULTANT when requested as work progresses for services furnished, but not more than once monthly. CONSULTANT may invoice amounts due based on the total required services actually performed and completed. Upon review and approval of CONSULTANT's invoice, the COUNTY shall, within thirty (30) days of receipt of the invoice, pay CONSULTANT the approved amount.

2. Except as herein modified, all terms and conditions of the Agreement shall remain in full force and effect for the term of the Agreement, as originally set forth in said Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this instrument for the purpose herein expressed.

ATTEST:

MINDSET, INC.

By: _____
JOHN TIMKO, President

(CORPORATE SEAL)

Date: _____

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

MARYANNE MORSE
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

By: _____
CARLTON HENLEY, Chairman

Date: _____

For the use and reliance
of Seminole County only.

As authorized for execution
by the Board of County Commissioners
at their _____, 20____
regular meeting.

Approved as to form and
legal sufficiency.

County Attorney
AC/lpk
8/23/06
m-469 1am