

**PALM BEACH COUNTY
BOARD of COUNTY COMMISSIONERS**

AGENDA ITEM SUMMARY

| | | |
|-------------------------------|--|--|
| Meeting Date: 09/23/08 | <input checked="" type="checkbox"/> Consent | <input type="checkbox"/> Regular |
| | <input type="checkbox"/> Ordinance | <input type="checkbox"/> Public Hearing |

| | |
|---------------------------------|-------------------------------------|
| Department Submitted by: | Information Systems Services |
| Submitted for: | Information Systems Services |

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: Ninth Amendment to contract with CGI Technologies and Solutions Inc. ("CGI") (formerly named CGI-AMS Inc. and American Management Systems, Inc.), (R2002-1782), to revise the software maintenance cost schedule of this contract for the period October 1, 2008 through September 30, 2011 at a total cost of \$1,897,652.

Summary: The Ninth Amendment revises the software maintenance cost schedule for the AMS Advantage program for the period October 1, 2008 through September 30, 2011 at a total cost of \$1,897,652. The annual software maintenance fee is a component of the vendor contract which provides for technical assistance and software upgrades. This revision will result in a savings to the County of \$210,850 over the contract period. Countywide (PK)

Background and Justification: On October 2, 2002, the Board approved the migration of the County's Financial System from the mainframe-based LGFS version to the web-based Advantage System. The Advantage system is the financial system for Board of County Commissioners and includes modules for financial management, procurement, fixed asset management and budget preparation. The Board approved the current maintenance coverage schedule on March 11, 2008 on R2008-0445, after ISS and the Clerk's Finance office jointly negotiated a savings of more than \$527,000 over the initial offering from CGI. Concurrently with that contract approval, ISS management solicited CGI for additional reductions to this maintenance contract. CGI has presented the County with a compromise plan which saves the County an additional \$210,850 over the three year contract period. This is part of ISS' stated objective of reducing the maintenance costs for our large, enterprise wide applications such as Advantage, Banner Courts (JIS), Oracle database and others.

Attachments:

1. Two (2) original Amendment No. 9 documents
 2. Copy of original Contract, as amended through Amendment No. 8
 3. Copy of memorandum re: maintenance change
-

Recommended by: _____

Steve Bordecon
Department Director

9/11/08

Date

Approved by: _____

[Signature]
County Administrator

9/11/08

Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact

| Fiscal Years | 2009 | 2010 | 2011 | 2012 | 2013 |
|--------------------------|-------------------|-------------------|-------------------|------------|-------------|
| Capital Expenditures | \$0 | 0 | 0 | 0 | 0 |
| Operating Costs | (\$60,720) | (\$69,828) | (\$80,302) | \$ | 0 |
| External Revenues | 0 | 0 | 0 | 0 | 0 |
| Program Inc (County) | 0 | 0 | 0 | 0 | 0 |
| In-Kind Match (County) | 0 | 0 | 0 | 0 | 0 |
| NET FISCAL IMPACT | (\$60,720) | (\$69,828) | (\$80,302) | \$0 | \$ 0 |

Additional FTE

Positions (Cumulative) 0 0 0 0 0

Is Item Included in Current Budget Yes X No

Budget Acct Number(s): Fund 0001 Dept. 760 Unit 7601 Object 3401

B. Recommended Sources of Funds / Summary of Fiscal Impact

C. Department Fiscal Review:

Mark Beal 9/14/08

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Administration Comments:

Atwillhite 9.8.08

OFMB

UP
9/8/08

VO
9/6/08

John J. Jones 9/17/08
Contract Administration
9/9/08

B. Legal Sufficiency:

Paul F. F... 9/10/08
Assistant County Attorney

**This amendment complies with
our review requirements.**

C. Other Department Review:

Department Director

Background and Justification (continued from page 1)

**9th AMENDMENT to
CONTRACT FOR PROFESSIONAL/ MAINTENANCE SERVICES and
SOFTWARE LICENSE AGREEMENT between
PALM BEACH COUNTY and
CGI TECHNOLOGIES AND SOLUTIONS INC.
(Contract No. R2002 1782)**

THIS 9th AMENDMENT is made and entered into effective as of Oct 1st, 2008, by and between Palm Beach County, a political subdivision of the State of Florida (the "COUNTY") and CGI Technologies and Solutions Inc. (formerly CGI-AMS Inc. and American Management Systems, Incorporated) (the "CONTRACTOR").

WHEREAS, the parties have entered into that certain Contract dated September 30, 2002, hereinafter referred to as the "CONTRACT", under which the CONTRACTOR is to provide professional and maintenance services and a software license for AMS Advantage[®] 3.x; and

WHEREAS, the CONTRACTOR and the COUNTY agree to further amend the Contract;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants herein contained, and other good and valuable consideration, the receipt of which the parties hereby expressly acknowledge, the parties hereto covenant and agree to the following terms and conditions:

1. Exhibit C Maintenance Agreement is hereby deleted and replaced in its entirety with the attached Exhibit C.1. Maintenance Payments to Contractor for the period of October 1, 2008 through September 30, 2011 shall be as noted below:

| <u>Time Period</u> | <u>Total Annual Fee</u> |
|---------------------------------------|-------------------------|
| October 1, 2008 to September 30, 2009 | \$546,480 |
| October 1, 2009 to September 30, 2010 | \$628,452 |
| October 1, 2010 to September 30, 2011 | \$722,720 |

County may buy maintenance services for the Software for subsequent Maintenance Periods in which CGI is offering maintenance services, at CGI's then current prices

2. All other provisions of said CONTRACT, as amended, are hereby confirmed and, except as provided herein, are not otherwise altered or amended and shall remain in full force and effect.

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida, has made and executed this 9th AMENDMENT to the CONTRACT on behalf of the COUNTY and the CONTRACTOR has hereunto set its hand the day and year written above.

ATTEST:

SHARON BOCK, Clerk & Comptroller

By: _____
Deputy Clerk

WITNESS:

Signature

Name (type or print)

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By _____
County Attorney

APPROVED AS TO TERMS AND
CONDITIONS

By Steve Bordelon
ISS Director

PALM BEACH COUNTY, BOARD OF
COUNTY COMMISSIONERS
ADDIE L. GREENE, CHAIRPERSON

By: _____
Addie L. Greene, Chairperson

CONTRACTOR:

CGI TECHNOLOGIES AND SOLUTIONS
Inc.

Patrick J. Conacilio
Signature

PATRICK J. CONACILIO
Name (type or print)

(Corporate Seal)

EXHIBIT C.1
CGI TECHNOLOGIES AND SOLUTIONS INC.
PROPRIETARY SOFTWARE MAINTENANCE AGREEMENT

This is a Proprietary Software Maintenance Agreement ("Agreement") entered into on September 23, 2008, effective as of October 1, 2008, (the "Effective Date") by and between Palm Beach County, Florida, a political subdivision of the State of Florida (the "County"), and CGI Technologies and Solutions Inc. ("CGI"), a Delaware corporation having its principal place of business at 11325 Random Hills Road, Fairfax, Virginia, 22030.

1. DEFINITIONS

Capitalized terms used in this Agreement will have the meanings given below or in the context in which the term is used, as the case may be.

- A. "Documentation" means the documentation provided by CGI for the Software pursuant to the License Agreement.
- B. "Enhancements" means changes or additions to the Software which CGI develops and makes available at no additional charge to all licensees of the Software who are under then-current maintenance agreements.
- C. "Software incident" means a material deviation of the Software from the specifications for the Software identified in the License Agreement.
- D. "License Agreement" means the license agreement specified in *Exhibit C.1.A* pursuant to which CGI licensed the Software to County.
- E. "Maintenance Period" means the initial term of this Agreement or any subsequent renewal period. The initial term and each renewal period is a separate Maintenance Period. The initial Maintenance Period is specified in *Exhibit C.1.A*. Each renewal Maintenance Period, if any, will be a period of twelve (12) months.
- F. "Software" means the software specified in *Exhibit C.1.A*.

2. MAINTENANCE

- A. CGI Standard Support and Maintenance Services provide the County with the required ongoing enhancements to the Software to address functional and technical changes. Specifically, the Standard Support and Maintenance Services provide these major components:
 - Internet access through our secure web site, *eAccess* (www.ams.com/access), to a variety of 24x7 support materials.
 - Help Desk Support with direct phone, email, and web support on the baseline products through the CGI Client Support Center. Standard hours of operation are 8 am EST to 9 pm EST Monday-Friday. CGI can be reached at 800-321-0267 via phone and www.ams.com/access via our online support website.
 - Software incident corrections to the Software.

- Software releases are provided periodically to address technical and functional compatibility with system software and ongoing regulatory changes and changes to business practices. Documentation updates are provided as part of each release. Additional Software incident corrections will be included in releases, as dictated by testing requirements and the magnitude of the required change.
- Enhancements to the Software are provided in new releases of the AMS Advantage solution.
- Membership to the AMS Advantage User Group. Membership provides the option to participate in various user group activities such as the annual CGI Forum, regional User Group meetings and voting for the User Group Steering Committee that works closely with CGI on a variety of customer issues and concerns. Membership also provides each site the option of proposing a candidate for election to the User Group Steering Committee.

CGI will support the following features of the AMS Advantage solution:

- The system components that the County is currently contracted for and is paying maintenance on;
- The third-party software component releases that are compatible with the currently supported version of the AMS Advantage solution;
- The documented features of the AMS Advantage Software, as listed on the delivered on-line documentation and help files;
- All standard baseline features of the system, including configuration tables (e.g. Required Elements) of the AMS Advantage Software, that DO NOT include infrastructure or other programming code changes. Any customer-specific configuration tables will not be supported.
- Prioritizations of all issues and software incidents according to the following schedule:

| Severity | Definition |
|--------------|--|
| 1 - Critical | A problem with CGI supported Software causing critical impact to the customer's business operation. No workaround is immediately available and work using the Software can not continue. |
| 2 - Serious | A problem with CGI supported Software causing significant impact to the customer's business operation. A workaround is available but is unacceptable on a long term basis. |
| 3 - Moderate | A problem with CGI supported Software that impairs some functionality, but a practical workaround exists. |
| 4 - Minor | A problem that does not affect any functionality of the Software. |

- B. CGI may, at its option, investigate and correct suspected software incidents at CGI's offices to the extent possible. If CGI's personnel travel to County's place of business at County's request to perform maintenance services, County will pay CGI for the travel time and the reasonable travel and other out-of-pocket expenses of CGI's personnel. If a suspected software incident is attributable to a cause other than the Software as delivered by CGI, then County will pay for CGI's work on a time-and-materials basis. If the Software module containing the software incident has been modified by non-CGI personnel, CGI will charge County on a time-and-materials basis at CGI's then-current hourly rates for analyzing and fixing the software incident in County's version, and for any installation assistance County requires.
- C. At the expiration of the initial Maintenance Period stated in this Agreement, County may buy maintenance services for the Software for subsequent Maintenance Periods in which CGI is offering maintenance services, at CGI's then current prices. County may obtain such maintenance services only if (i) County has paid the maintenance fee for all prior Maintenance Periods; and (ii) County incorporates into the Software all releases, corrections, and Enhancements to the Software that CGI has made available to County, no less than two minor software releases prior to current release.
- D. All Enhancements and corrections to the Software and Documentation provided by CGI pursuant to this Agreement will become a part of the Software and Documentation for the purposes of the License Agreement at the time they are provided to County and are hereby licensed to County as part of the Software and Documentation pursuant to all of the terms and conditions of the License Agreement.

3. PAYMENT TERMS

- A. County will pay, upon execution of this Agreement, the maintenance fees for the initial Maintenance Period set forth in *Exhibit C.1.A*. CGI will provide County

with written notice of and an invoice for the maintenance fees for each subsequent Maintenance Period at least thirty (30) days prior to the expiration of the then-current Maintenance Period. CGI will not be obligated to provide maintenance services in any Maintenance Period (including the initial Maintenance Period) unless the maintenance fees for the Maintenance Period have been paid in full.

- B. All fees and expenses are to be paid to CGI in United States Dollars, by wire transfer of funds to an account designated by CGI or by check sent to CGI at 15038 Collections Center Drive, Chicago, IL 60693. CGI's invoices are due and payable in full within thirty (45) days from the date County receives them. If County does not pay an invoice within forty five (45) days after receipt, CGI may add an interest charge in accordance with the Florida Prompt payment act, chapter 218, F.S. or the maximum rate allowed by law if less; this interest will begin to accrue on the forty sixth (46th) day after County's receipt of CGI's invoice and will accumulate on the outstanding balance on a daily basis until paid in full.
- C. County agrees to pay directly or reimburse CGI for any taxes arising out of this Agreement or CGI's performance under this Agreement, excluding taxes on CGI's net income. The maintenance fees specified in *Exhibit C.1.A* are exclusive of all taxes. County is tax exempt and will provide certification of exemption upon request.

4. **WARRANTIES AND REMEDIES FOR BREACH OF WARRANTY**

- A. CGI warrants that the maintenance services will be performed in a workmanlike manner consistent with industry standards reasonably applicable to the performance of such maintenance services. If County believes there has been a breach of this warranty and so notifies CGI in writing stating in reasonable detail the nature of the claimed breach within thirty (30) days after the maintenance services are delivered to County by CGI, then CGI will promptly investigate the matter. If it is determined that there has been a breach of this warranty, then CGI's sole obligation, and County's exclusive remedy, will be for CGI to correct or re-perform any affected maintenance services as necessary to cause them to comply with this warranty. There will be no additional charge to County for the investigation and correction efforts performed by CGI, except as provided in section 2.B. If CGI is unable to correct a breach of this warranty after repeated efforts, County will be entitled to recover its actual damages subject to the limitations and exclusions set forth in section 5.
- B. CGI warrants that the Software and Documentation do not, to CGI's knowledge, infringe any third party copyrights, patents or trade secrets that exist on the Effective Date and that arise or are enforceable under the laws of the United States of America.
 - (1) If a third party brings an action against County making allegations that, if true, would constitute a breach of this warranty, then CGI will, at its own expense, settle the claim or defend County in such proceeding and CGI will pay all settlements, costs, damages and legal fees and expenses finally awarded provided that County promptly notifies CGI in writing of the

proceeding, provides CGI a copy of all information received by County with respect to the proceeding, cooperates with CGI in defending or settling the proceeding, and allows CGI to control the defense and settlement of the proceeding, including the selection of attorneys. County may observe the proceeding and confer with CGI at its own expense.

- (2) If such a proceeding is brought or appears to CGI to be likely to be brought, CGI may, at its sole option and expense, either obtain the right for County to continue using the allegedly infringing item(s) or replace or modify the item(s) to resolve such proceeding. If CGI finds that neither of these alternatives is available to it on commercially reasonable terms, CGI may require County to return the allegedly infringing item(s), in which case County will receive a refund of the amounts paid by it for the returned item(s), depreciated on a straight-line basis over a five (5) year period commencing on the date the allegedly infringing item(s) were delivered to County by CGI.

This section 4.B states CGI's entire obligation to County and County's sole remedy with respect to any claim of infringement.

- C. CGI is not responsible for any claimed breaches of the foregoing warranties caused by: (i) modifications made to the Software or Documentation by anyone other than CGI and its subcontractors working at CGI's direction; or (ii) the combination, operation or use of the Software or Documentation with any items that CGI did not supply to County; or (iii) County's failure to use any new or corrected versions of the Software or Documentation made available by CGI; or (iv) CGI's adherence to County's specifications or instructions.
- D. CGI does not warrant that the Software will be error-free or that its operation will be uninterrupted. County acknowledges that it alone is responsible for the results obtained from use of the Software, including without limitation the completeness, accuracy and content of such results. County acknowledges further that it alone is responsible for independent verification and testing of any such results prior to using them in its business.
- E. THE FOREGOING WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND ANY IMPLIED WARRANTIES ARISING FROM STATUTE, COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE.

5. LIMITATION OF LIABILITY

- A. If County should become entitled to claim damages from CGI (including without limitation, for breach of contract, breach of warranty, negligence or other tort claim), CGI will be liable only for the amount of County's actual direct damages, not to exceed (in the aggregate for all claims) the amounts paid by County to CGI for the Maintenance Period with respect to which the claims arise. This limit also

applies to CGI's licensors. It is the maximum liability for which CGI and its licensors are collectively responsible.

- B. In no event will CGI or any person or entity involved in the creation, manufacture or distribution of any Software, services or other materials provided under this Agreement be liable for: (1) any damages caused by the failure of County or its affiliates or suppliers to perform their responsibilities; (2) any claims or demands of third parties (other than those third party claims covered by section 4.B(1)); or (3) any lost profits, loss of business, loss of use, lost savings or other consequential, special, incidental, indirect, exemplary or punitive damages, even if CGI has been advised of the possibility of such damages. CGI will not be held responsible, or to have failed to meet its obligations under this Agreement, if it either delays performance or fails to perform as a result of any cause beyond its reasonable control.
- C. The foregoing limitations do not apply to the payment of settlements, costs, damages and legal fees referred to in section 4.B(1). The limitations of liability set forth in this section 5 will survive and apply notwithstanding the failure of any limited or exclusive remedy for breach of warranty set forth in this Agreement. The parties agree that the foregoing limitations will not be deemed to limit any liability to an extent that would not be permitted under applicable law.

6. TERMINATION

- A. Either party may terminate this Agreement upon thirty (30) days' prior written notice if the other has materially failed to comply with any of the terms and conditions of this Agreement. If the License Agreement is terminated for any reason, this Agreement will automatically terminate on the effective date of the termination of the License Agreement.
- B. County may terminate this Agreement for convenience at any time upon thirty (30) days' prior written notice to CGI. If County has not paid the maintenance fee for the then current Maintenance Period in full, County must pay to CGI the remaining balance of such maintenance fee prior to terminating this Agreement.
- C. Any provision of this Agreement that imposes or contemplates continuing obligations on a party will survive the expiration or termination of this Agreement, including but not limited to section 5.

7. LAW AND DISPUTES

- A. This Agreement will be governed by the laws of the State of Florida, without regard to any provision of Florida law that would require or permit the application of the substantive law of any other jurisdiction.
- B. Both CGI and County agree to comply fully with all relevant export laws and regulations of the United States to ensure that no information or technical data provided pursuant to this Agreement is exported or re-exported directly or indirectly in violation of law.



- C. At the written request of either party, the parties will attempt to resolve any dispute arising under or relating to this Agreement through the informal means described in this section 7.C. Each party will appoint a senior management representative who does not devote substantially all of his or her time to performance under this Agreement. The representatives will furnish to each other all non-privileged information with respect to the dispute that the parties believe to be appropriate and germane. The representatives will negotiate in an effort to resolve the dispute without the necessity of any formal proceeding. Formal proceedings for the resolution of the dispute may not be commenced until the earlier of: (i) the designated representatives conclude that resolution through continued negotiation does not appear likely; or (ii) thirty (30) calendar days have passed since the initial request to negotiate the dispute was made; provided, however, that a party may file earlier to avoid the expiration of any applicable limitations period, to preserve a superior position with respect to other creditors, or to apply for interim or equitable relief.
- D. No proceeding, regardless of form, arising out of or related to this Agreement may be brought by either party more than four (4) years after the accrual of the cause of action, except that (i) proceedings related to violation of a party's proprietary rights or any duty to protect Confidential Information may be brought at any time within the applicable statute of limitations, and (ii) proceedings for non-payment may be brought up to four (4) years after the date the last payment was due.

8. GENERAL

- A. Any legal notice or other communication required or permitted to be made or given by either party pursuant to this Agreement will be in writing, in English, and will be deemed to have been duly given: (i) five (5) business days after the date of mailing if sent by registered or certified U.S. mail, postage prepaid, with return receipt requested; (ii) when transmitted if sent by facsimile, provided a confirmation of transmission is produced by the sending machine and a copy of the notice is promptly sent by another means specified in this section; or (iii) when delivered if delivered personally or sent by express courier service. All notices will be sent to the other party at its address as set forth below or at such other address as the party may specify in a notice given in accordance with this section.

| | |
|--|--|
| In the case of County: | with a copy of legal notices to: |
| Palm Beach County Information Systems Services (ISS) Department 301 North Olive Avenue, 8th Floor West Palm Beach, Florida 33401 Attn: ISS Director Fax: (561) 355-3482 Phone: (561) 355-2823 | Palm Beach County Attorney's Office 301 North Olive Ave. 6 th Floor West Palm Beach, Florida 33401 Attn: County Attorney Fax.: (561) 355-4398 Phone: (561) 355-2225 |
| In the case of CGI: | with a copy of legal notices to: |
| CGI Technologies and Solutions Inc. 11325 Random Hills Road Fairfax, Virginia 22030 Attn: Patrick Colacicco Vice President Fax: 703.267.8404 Phone: 703.267.8000 | CGI Technologies and Solutions Inc. 11325 Random Hills Road Fairfax, Virginia 22030 Attn: Office of General Counsel Fax: 703.267.7161 Phone: 703.267.8000 |

- B. Neither party may assign or otherwise transfer any right or obligation set forth in this Agreement without the other party's prior written consent, except that if the License Agreement is properly assigned pursuant to the provisions of the License Agreement, this Agreement will be deemed to be assigned to the assignee of the License Agreement. Any purported assignment in violation of the preceding sentence will be void and of no effect. This Agreement will be binding upon the parties' respective successors and permitted assigns.
- C. This Agreement constitutes the entire agreement between the parties, and supersedes all other prior or contemporaneous communications between the parties (whether written or oral) relating to the subject matter of this Agreement. This Agreement may be modified or amended solely in a writing signed by both parties.
- D. The provisions of this Agreement will be deemed severable, and the unenforceability of any one or more provisions will not affect the enforceability of any other provisions. In addition, if any provision of this Agreement, for any reason, is declared to be unenforceable, the parties will substitute an enforceable provision that, to the maximum extent possible in accordance with applicable law, preserves the original intentions and economic positions of the parties.
- E. No failure or delay by either party in exercising any right, power or remedy will operate as a waiver of such right, power or remedy, and no waiver will be effective unless it is in writing and signed by the waiving party. If either party waives any right, power or remedy, such waiver will not waive any successive or other right, power or remedy the party may have under this Agreement.
- F. During the term of this Agreement and for twelve months after its expiration or termination, neither party will, either directly or indirectly, solicit for employment by itself (or any of its affiliates) any employee of the other party (or any of its



affiliates) who was involved in the performance of the party's obligations under this Agreement, unless the hiring party obtains the written consent of the other party.

- G. The Exhibits referred to in and attached to this Agreement are made a part of it as if fully included in the text.

Each party has caused its authorized representative to execute this Agreement as of the Effective Date.

CGI Technologies and Solutions Inc.
(CGI)

By: _____

Name: _____

Title: _____

Palm Beach County, Florida
(County)

By: _____

Name: _____

Title: _____

EXHIBIT C.1.A

CGI TECHNOLOGIES AND SOLUTIONS INC.
Proprietary Software Maintenance Agreement

1. **Initial Maintenance Period.** The initial Maintenance period is the period beginning October 1, 2008 and ending on September 30, 2009.
2. **Maintenance Fee.** The maintenance fee for the initial Maintenance shall be \$546,480. Maintenance fees for the subsequent two (2) years shall be:

| Maintenance Period | Annual Maintenance Fee |
|---------------------------------------|------------------------|
| October 1, 2009 to September 30, 2010 | \$628,452 |
| October 1, 2010 to September 30, 2011 | \$722,720 |

After September 30, 2011, County may buy maintenance services for the Software in which CGI is offering maintenance services, at CGI's then current prices.

3. **Software.** The maintenance services under this Agreement are provided with respect to the following Software:

- AMS Advantage Financial Management System, including the following modules
 - Financial Management Base System
 - Project and Grants Management
 - Asset Management
 - Inventory Management
 - Treasury Accounting

- AMS Advantage BRASS

- AMS Advantage Procurement System, including the following modules:
 - Professional
 - Vendor

- Versata Logic Server (1 user license in object code form only)

- Versata Logic Studio (2 user license in object code form only)

- Adobe Present Central Pro (1 user license)

- Adobe Present Output Designer (1 user license)

- Pervasive Data Integrator Pro Engine™ 1 CPU License multi-threaded (formerly Data Junction)


- 1099 Convey Desktop Edition

- Adobe RoboHelp® Office (1 user license)

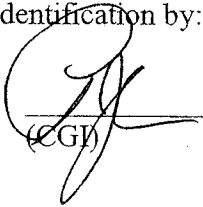


4. **License Agreement.** The Software was provided to County pursuant to the terms and conditions of that certain Professional/Maintenance Services and Proprietary Software License Agreement between CGI and County made effective as of September 30, 2002.

Agreed to and initialed for identification by:



(County)



(CGI)

R2008.0445
MAR 11 2008

8th AMENDMENT to
CONTRACT FOR PROFESSIONAL/ MAINTENANCE SERVICES AND
SOFTWARE LICENSE AGREEMENT between
PALM BEACH COUNTY and
AMERICAN MANAGEMENT SYSTEMS, INCORPORATED
(Contract No. R2002 1782)

THIS 8th AMENDMENT is made and entered into effective as of Oct 1st, 2007, by and between Palm Beach County, a political subdivision of the State of Florida (the "COUNTY") and CGI Technologies and Solutions Inc. (formerly CGI-AMS Inc. and American Management Systems, Incorporated) (the "CONTRACTOR").

WHEREAS, the parties have entered into that certain Contract dated September 30, 2002, hereinafter referred to as the "CONTRACT", under which the CONTRACTOR is to provide professional and maintenance services and a software license for AMS Advantage[®] 3.x; and

WHEREAS, the CONTRACTOR and the COUNTY agree to further amend the Contract;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants herein contained, and other good and valuable consideration, the receipt of which the parties hereby expressly acknowledge, the parties hereto covenant and agree to the following terms and conditions:

1. Exhibit C Maintenance Agreement is hereby deleted and replaced in its entirety with the attached Exhibit C.1. Maintenance Payments to Contractor for the period of October 1, 2007 through September 30, 2011 shall be as noted below:

| Time Period | Total Annual Fee |
|---------------------------------------|------------------|
| October 1, 2007 to September 30, 2008 | \$528,000 |
| October 1, 2008 to September 30, 2009 | \$607,200 |
| October 1, 2009 to September 30, 2010 | \$698,280 |
| October 1, 2010 to September 30, 2011 | \$803,022 |

County may buy maintenance services for the Software for subsequent Maintenance Periods in which CGI is offering maintenance services, at CGI's then current prices

2. All other provisions of said CONTRACT, as amended, are hereby confirmed and, except as provided herein, are not otherwise altered or amended and shall remain in full force and effect.

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IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida, has made and executed this 8th AMENDMENT to the CONTRACT on behalf of the COUNTY and the CONTRACTOR has hereunto set its hand the day and year written above.

R 2008 0445

MAR 11 2008

ATTEST:

SHARON BOCK, Clerk & Comptroller

By:

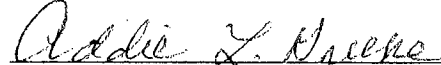


Deputy Clerk

WITNESS:

PALM BEACH COUNTY, BOARD OF
COUNTY COMMISSIONERS
ADDIE L. GREENE, CHAIRPERSON

By:



Addie L. Greene, Chairperson

Signature

Name (type or print)

CONTRACTOR:

CGI TECHNOLOGIES AND SOLUTIONS
Inc.

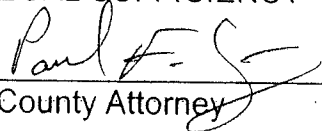
Signature



Name (type or print)

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By



County Attorney

(Corporate Seal)

APPROVED AS TO TERMS AND
CONDITIONS

By



ISS Director



EXHIBIT C.1
CGI TECHNOLOGIES AND SOLUTIONS INC.
PROPRIETARY SOFTWARE MAINTENANCE AGREEMENT

This is a Proprietary Software Maintenance Agreement ("Agreement") entered into on March 11, 2008, effective as of October 1, 2007, (the "Effective Date") by and between Palm Beach County, Florida, a political subdivision of the State of Florida (the "County"), and CGI Technologies and Solutions Inc. ("CGI"), a Delaware corporation having its principal place of business at 4050 Legato Road, Fairfax, Virginia, 22033.

1. DEFINITIONS

Capitalized terms used in this Agreement will have the meanings given below or in the context in which the term is used, as the case may be.

- A. "Documentation" means the documentation provided by CGI for the Software pursuant to the License Agreement.
- B. "Enhancements" means changes or additions to the Software which CGI develops and makes available at no additional charge to all licensees of the Software who are under then-current maintenance agreements.
- C. "Software incident" means a material deviation of the Software from the specifications for the Software identified in the License Agreement.
- D. "License Agreement" means the license agreement specified in *Exhibit C.1.A* pursuant to which CGI licensed the Software to County.
- E. "Maintenance Period" means the initial term of this Agreement or any subsequent renewal period. The initial term and each renewal period is a separate Maintenance Period. The initial Maintenance Period is specified in *Exhibit C.1.A*. Each renewal Maintenance Period, if any, will be a period of twelve (12) months.
- F. "Software" means the software specified in *Exhibit C.1.A*.

2. MAINTENANCE

- A. CGI Standard Support and Maintenance Services provide the County with the required ongoing enhancements to the Software to address functional and technical changes. Specifically, the Standard Support and Maintenance Services provide these major components:
 - Internet access through our secure web site, *eAccess* (www.ams.com/access), to a variety of 24x7 support materials.
 - Help Desk Support with direct phone, email, and web support on the baseline products through the CGI Client Support Center. Standard hours of operation are 8 am EST to 9 pm EST Monday-Friday. CGI can be reached at 800-321-0267 via phone and www.ams.com/access via our online support website.
 - Software incident corrections to the Software.



- Software releases are provided periodically to address technical and functional compatibility with system software and ongoing regulatory changes and changes to business practices. Documentation updates are provided as part of each release. Additional Software incident corrections will be included in releases, as dictated by testing requirements and the magnitude of the required change.
- Enhancements to the Software are provided in new releases of the AMS Advantage solution.
- Membership to the AMS Advantage User Group. Membership provides the option to participate in various user group activities such as the annual CGI Forum, regional User Group meetings and voting for the User Group Steering Committee that works closely with CGI on a variety of customer issues and concerns. Membership also provides each site the option of proposing a candidate for election to the User Group Steering Committee.

CGI will support the following features of the AMS Advantage solution:

- The system components that the County is currently contracted for and is paying maintenance on;
- The third-party software component releases that are compatible with the currently supported version of the AMS Advantage solution;
- The documented features of the AMS Advantage Software, as listed on the delivered on-line documentation and help files;
- All standard baseline features of the system, including configuration tables (e.g. Required Elements) of the AMS Advantage Software, that DO NOT include infrastructure or other programming code changes. Any customer-specific configuration tables will not be supported.
- Prioritizations of all issues and software incidents according to the following schedule:



| Severity | Definition |
|--------------|--|
| 1 - Critical | A problem with CGI supported Software causing critical impact to the customer's business operation. No workaround is immediately available and work using the Software can not continue. |
| 2 - Serious | A problem with CGI supported Software causing significant impact to the customer's business operation. A workaround is available but is unacceptable on a long term basis. |
| 3 - Moderate | A problem with CGI supported Software that impairs some functionality, but a practical workaround exists. |
| 4 - Minor | A problem that does not affect any functionality of the Software. |

- B. CGI may, at its option, investigate and correct suspected software incidents at CGI's offices to the extent possible. If CGI's personnel travel to County's place of business at County's request to perform maintenance services, County will pay CGI for the travel time and the reasonable travel and other out-of-pocket expenses of CGI's personnel. If a suspected software incident is attributable to a cause other than the Software as delivered by CGI, then County will pay for CGI's work on a time-and-materials basis. If the Software module containing the software incident has been modified by non-CGI personnel, CGI will charge County on a time-and-materials basis at CGI's then-current hourly rates for analyzing and fixing the software incident in County's version, and for any installation assistance County requires.
- C. At the expiration of the initial Maintenance Period stated in this Agreement, County may buy maintenance services for the Software for subsequent Maintenance Periods in which CGI is offering maintenance services, at CGI's then current prices. County may obtain such maintenance services only if (i) County has paid the maintenance fee for all prior Maintenance Periods; and (ii) County incorporates into the Software all releases, corrections, and Enhancements to the Software that CGI has made available to County, no less than two minor software releases prior to current release.
- D. All Enhancements and corrections to the Software and Documentation provided by CGI pursuant to this Agreement will become a part of the Software and Documentation for the purposes of the License Agreement at the time they are provided to County and are hereby licensed to County as part of the Software and Documentation pursuant to all of the terms and conditions of the License Agreement.

3. PAYMENT TERMS

- A. County will pay, upon execution of this Agreement, the maintenance fees for the initial Maintenance Period set forth in *Exhibit C.1.A*. CGI will provide County



with written notice of and an invoice for the maintenance fees for each subsequent Maintenance Period at least thirty (30) days prior to the expiration of the then-current Maintenance Period. CGI will not be obligated to provide maintenance services in any Maintenance Period (including the initial Maintenance Period) unless the maintenance fees for the Maintenance Period have been paid in full.

- B. All fees and expenses are to be paid to CGI in United States Dollars, by wire transfer of funds to an account designated by CGI or by check sent to CGI at 15038 Collections Center Drive, Chicago, IL 60693. CGI's invoices are due and payable in full within thirty (45) days from the date County receives them. If County does not pay an invoice within forty five (45) days after receipt, CGI may add an interest charge in accordance with the Florida Prompt payment act, chapter 218, F.S. or the maximum rate allowed by law if less; this interest will begin to accrue on the forty sixth (46th) day after County's receipt of CGI's invoice and will accumulate on the outstanding balance on a daily basis until paid in full.
- C. County agrees to pay directly or reimburse CGI for any taxes arising out of this Agreement or CGI's performance under this Agreement, excluding taxes on CGI's net income. The maintenance fees specified in *Exhibit C.1.A* are exclusive of all taxes. County is tax exempt and will provide certification of exemption upon request.

4. WARRANTIES AND REMEDIES FOR BREACH OF WARRANTY

- A. CGI warrants that the maintenance services will be performed in a workmanlike manner consistent with industry standards reasonably applicable to the performance of such maintenance services. If County believes there has been a breach of this warranty and so notifies CGI in writing stating in reasonable detail the nature of the claimed breach within thirty (30) days after the maintenance services are delivered to County by CGI, then CGI will promptly investigate the matter. If it is determined that there has been a breach of this warranty, then CGI's sole obligation, and County's exclusive remedy, will be for CGI to correct or re-perform any affected maintenance services as necessary to cause them to comply with this warranty. There will be no additional charge to County for the investigation and correction efforts performed by CGI, except as provided in section 2.B. If CGI is unable to correct a breach of this warranty after repeated efforts, County will be entitled to recover its actual damages subject to the limitations and exclusions set forth in section 5.
- B. CGI warrants that the Software and Documentation do not, to CGI's knowledge, infringe any third party copyrights, patents or trade secrets that exist on the Effective Date and that arise or are enforceable under the laws of the United States of America.
 - (1) If a third party brings an action against County making allegations that, if true, would constitute a breach of this warranty, then CGI will, at its own expense, settle the claim or defend County in such proceeding and CGI will pay all settlements, costs, damages and legal fees and expenses finally



awarded provided that County promptly notifies CGI in writing of the proceeding, provides CGI a copy of all information received by County with respect to the proceeding, cooperates with CGI in defending or settling the proceeding, and allows CGI to control the defense and settlement of the proceeding, including the selection of attorneys. County may observe the proceeding and confer with CGI at its own expense.

- (2) If such a proceeding is brought or appears to CGI to be likely to be brought, CGI may, at its sole option and expense, either obtain the right for County to continue using the allegedly infringing item(s) or replace or modify the item(s) to resolve such proceeding. If CGI finds that neither of these alternatives is available to it on commercially reasonable terms, CGI may require County to return the allegedly infringing item(s), in which case County will receive a refund of the amounts paid by it for the returned item(s), depreciated on a straight-line basis over a five (5) year period commencing on the date the allegedly infringing item(s) were delivered to County by CGI.

This section 4.B states CGI's entire obligation to County and County's sole remedy with respect to any claim of infringement.

- C. CGI is not responsible for any claimed breaches of the foregoing warranties caused by: (i) modifications made to the Software or Documentation by anyone other than CGI and its subcontractors working at CGI's direction; or (ii) the combination, operation or use of the Software or Documentation with any items that CGI did not supply to County; or (iii) County's failure to use any new or corrected versions of the Software or Documentation made available by CGI; or (iv) CGI's adherence to County's specifications or instructions.
- D. CGI does not warrant that the Software will be error-free or that its operation will be uninterrupted. County acknowledges that it alone is responsible for the results obtained from use of the Software, including without limitation the completeness, accuracy and content of such results. County acknowledges further that it alone is responsible for independent verification and testing of any such results prior to using them in its business.
- E. THE FOREGOING WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND ANY IMPLIED WARRANTIES ARISING FROM STATUTE, COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE.

5. LIMITATION OF LIABILITY

- A. If County should become entitled to claim damages from CGI (including without limitation, for breach of contract, breach of warranty, negligence or other tort claim), CGI will be liable only for the amount of County's actual direct damages, not to exceed (in the aggregate for all claims) the amounts paid by County to CGI



for the Maintenance Period with respect to which the claims arise. This limit also applies to CGI's licensors. It is the maximum liability for which CGI and its licensors are collectively responsible.

- B. In no event will CGI or any person or entity involved in the creation, manufacture or distribution of any Software, services or other materials provided under this Agreement be liable for: (1) any damages caused by the failure of County or its affiliates or suppliers to perform their responsibilities; (2) any claims or demands of third parties (other than those third party claims covered by section 4.B(1)); or (3) any lost profits, loss of business, loss of use, lost savings or other consequential, special, incidental, indirect, exemplary or punitive damages, even if CGI has been advised of the possibility of such damages. CGI will not be held responsible, or to have failed to meet its obligations under this Agreement, if it either delays performance or fails to perform as a result of any cause beyond its reasonable control.
- C. The foregoing limitations do not apply to the payment of settlements, costs, damages and legal fees referred to in section 4.B(1). The limitations of liability set forth in this section 5 will survive and apply notwithstanding the failure of any limited or exclusive remedy for breach of warranty set forth in this Agreement. The parties agree that the foregoing limitations will not be deemed to limit any liability to an extent that would not be permitted under applicable law.

6. TERMINATION

- A. Either party may terminate this Agreement upon thirty (30) days' prior written notice if the other has materially failed to comply with any of the terms and conditions of this Agreement. If the License Agreement is terminated for any reason, this Agreement will automatically terminate on the effective date of the termination of the License Agreement.
- B. County may terminate this Agreement for convenience at any time upon thirty (30) days' prior written notice to CGI. If County has not paid the maintenance fee for the then current Maintenance Period in full, County must pay to CGI the remaining balance of such maintenance fee prior to terminating this Agreement.
- C. Any provision of this Agreement that imposes or contemplates continuing obligations on a party will survive the expiration or termination of this Agreement, including but not limited to section 5.

7. LAW AND DISPUTES

- A. This Agreement will be governed by the laws of the State of Florida, without regard to any provision of Florida law that would require or permit the application of the substantive law of any other jurisdiction.
- B. Both CGI and County agree to comply fully with all relevant export laws and regulations of the United States to ensure that no information or technical data



provided pursuant to this Agreement is exported or re-exported directly or indirectly in violation of law.

- C. At the written request of either party, the parties will attempt to resolve any dispute arising under or relating to this Agreement through the informal means described in this section 7.C. Each party will appoint a senior management representative who does not devote substantially all of his or her time to performance under this Agreement. The representatives will furnish to each other all non-privileged information with respect to the dispute that the parties believe to be appropriate and germane. The representatives will negotiate in an effort to resolve the dispute without the necessity of any formal proceeding. Formal proceedings for the resolution of the dispute may not be commenced until the earlier of: (i) the designated representatives conclude that resolution through continued negotiation does not appear likely; or (ii) thirty (30) calendar days have passed since the initial request to negotiate the dispute was made; provided, however, that a party may file earlier to avoid the expiration of any applicable limitations period, to preserve a superior position with respect to other creditors, or to apply for interim or equitable relief.
- D. No proceeding, regardless of form, arising out of or related to this Agreement may be brought by either party more than four (4) years after the accrual of the cause of action, except that (i) proceedings related to violation of a party's proprietary rights or any duty to protect Confidential Information may be brought at any time within the applicable statute of limitations, and (ii) proceedings for non-payment may be brought up to four (4) years after the date the last payment was due.

8. GENERAL

- A. Any legal notice or other communication required or permitted to be made or given by either party pursuant to this Agreement will be in writing, in English; and will be deemed to have been duly given: (i) five (5) business days after the date of mailing if sent by registered or certified U.S. mail, postage prepaid, with return receipt requested; (ii) when transmitted if sent by facsimile, provided a confirmation of transmission is produced by the sending machine and a copy of the notice is promptly sent by another means specified in this section; or (iii) when delivered if delivered personally or sent by express courier service. All notices will be sent to the other party at its address as set forth below or at such other address as the party may specify in a notice given in accordance with this section.



| | |
|--|--|
| In the case of County: | with a copy of legal notices to: |
| Palm Beach County Information Systems Services (ISS) Department 301 North Olive Avenue, 8th Floor West Palm Beach, Florida 33401 Attn: ISS Director Fax: (561) 355-3482 Phone: (561) 355-2823 | Palm Beach County Attorney's Office 301 North Olive Ave. 6 th Floor West Palm Beach, Florida 33401 Attn: County Attorney Fax.: (561) 355-4398 Phone: (561) 355-2225 |
| In the case of CGI: | with a copy of legal notices to: |
| CGI Technologies and Solutions Inc. 4050 Legato Road Fairfax, Virginia 22033 Attn: Heidi Green Vice President Fax: 703.267.8404 Phone: 703.267.8000 | CGI Technologies and Solutions Inc. 4050 Legato Road Fairfax, Virginia 22033 Attn: Office of General Counsel Fax: 703.267.7161 Phone: 703.267.8000 |

- B. Neither party may assign or otherwise transfer any right or obligation set forth in this Agreement without the other party's prior written consent, except that if the License Agreement is properly assigned pursuant to the provisions of the License Agreement, this Agreement will be deemed to be assigned to the assignee of the License Agreement. Any purported assignment in violation of the preceding sentence will be void and of no effect. This Agreement will be binding upon the parties' respective successors and permitted assigns.
- C. This Agreement constitutes the entire agreement between the parties, and supersedes all other prior or contemporaneous communications between the parties (whether written or oral) relating to the subject matter of this Agreement. This Agreement may be modified or amended solely in a writing signed by both parties.
- D. The provisions of this Agreement will be deemed severable, and the unenforceability of any one or more provisions will not affect the enforceability of any other provisions. In addition, if any provision of this Agreement, for any reason, is declared to be unenforceable, the parties will substitute an enforceable provision that, to the maximum extent possible in accordance with applicable law, preserves the original intentions and economic positions of the parties.
- E. No failure or delay by either party in exercising any right, power or remedy will operate as a waiver of such right, power or remedy, and no waiver will be effective unless it is in writing and signed by the waiving party. If either party waives any right, power or remedy, such waiver will not waive any successive or other right, power or remedy the party may have under this Agreement.
- F. During the term of this Agreement and for twelve months after its expiration or termination, neither party will, either directly or indirectly, solicit for employment by itself (or any of its affiliates) any employee of the other party (or any of its



affiliates) who was involved in the performance of the party's obligations under this Agreement, unless the hiring party obtains the written consent of the other party.

- G. The Exhibits referred to in and attached to this Agreement are made a part of it as if fully included in the text.

Each party has caused its authorized representative to execute this Agreement as of the Effective Date.

R2008 0445

CGI Technologies and Solutions Inc.
(CGI)

Palm Beach County, Florida
(County)

By: [Signature]

By: [Signature]

Name: PATRICK J COLACICCO

Name: Addie L. Greene

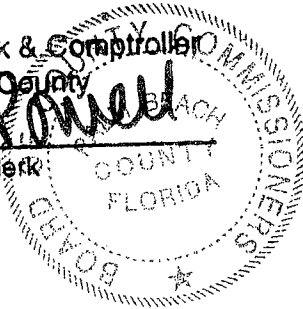
Title: VP, CGI

Title: Chairperson

Sharon R. Bock, Clerk & Comptroller
Palm Beach County

By: [Signature]

Deputy Clerk



APPROVED AS TO TERMS AND CONDITIONS

BY [Signature]

ISS DIRECTOR

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

[Signature]
COUNTY ATTORNEY



EXHIBIT C.1.A

**CGI TECHNOLOGIES AND SOLUTIONS INC.
Proprietary Software Maintenance Agreement**

1. **Initial Maintenance Period.** The initial Maintenance period is the period beginning October 1, 2007 and ending on September 30, 2008.
2. **Maintenance Fee.** The maintenance fee for the initial Maintenance shall be \$528,000. Maintenance fees for the subsequent three (3) years shall be:

| Maintenance Period | Annual Maintenance Fee |
|---------------------------------------|------------------------|
| October 1, 2008 to September 30, 2009 | \$607,200 |
| October 1, 2009 to September 30, 2010 | \$698,280 |
| October 1, 2010 to September 30, 2011 | \$803,022 |

County may buy maintenance services for the Software for subsequent Maintenance Periods in which CGI is offering maintenance services, at CGI's then current prices.

3. **Software.** The maintenance services under this Agreement are provided with respect to the following Software:

AMS Advantage Financial Management System, including the following modules
 Financial Management Base System
 Project and Grants Management
 Asset Management
 Inventory Management
 Treasury Accounting

AMS Advantage BRASS

AMS Advantage Procurement System, including the following modules:
 Professional
 Vendor

Versata Logic Server (1 user license in object code form only)

Versata Logic Studio (2 user license in object code form only)

Adobe Present Central Pro (1 user license)

Adobe Present Output Designer (1 user license)


Pervasive Data Integrator Pro Engine™ 1 CPU License multi-threaded (formerly Data Junction)

1099 Convey Desktop Edition

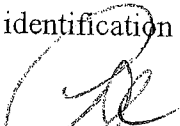
Adobe RoboHelp® Office (1 user license)

4. **License Agreement.** The Software was provided to County pursuant to the terms and conditions of that certain Professional/Maintenance Services and Proprietary Software License Agreement between CGI and County made effective as of September 30, 2002.

Agreed to and initialed for identification by:



 (County)



 (CGI)

**SEVENTH AMENDMENT to
CONTRACT FOR PROFESSIONAL/ MAINTENANCE SERVICES AND
SOFTWARE LICENSE AGREEMENT between
PALM BEACH COUNTY and
CGI Technologies and Solutions, INC.
(Contract No. R2002 1782)**

AUG 21 2007

THIS SEVENTH AMENDMENT is made and entered into this ____ day of August, 2007, by and between Palm Beach County, a political subdivision of the State of Florida (the "COUNTY") and CGI Technologies and Solutions Inc. (formerly named American Management Systems, Incorporated) (the "CONTRACTOR").

WHEREAS, the parties have entered into that certain Contract dated September 30, 2002, hereinafter referred to as the "CONTRACT", under which the CONTRACTOR is to provide professional and maintenance services and a software license for AMS Advantage® 3.x; and

WHEREAS, the CONTRACTOR and the COUNTY desire to amend Attachment C of the Statement of Work as to eliminate a modification that CONTRACTOR has incorporated into the baseline Software;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants herein contained, and other good and valuable consideration, the receipt of which the parties hereby expressly acknowledge, the parties hereto covenant and agree to the following terms and conditions:

1. Exhibit "A" - STATEMENT OF WORK, Section 4 (Compensation) is deleted in its entirety and replaced with the following:

4. Compensation

Method of Payment: The COUNTY will pay for the Services on a fixed-price basis plus any time-and-materials services performed in accordance with Section 2.c. The total fixed price for this STATEMENT OF WORK is **\$1,881,800** and is payable based upon completion of all tasks and COUNTY acceptance of deliverables as specified in ATTACHMENT E in accordance with the following schedule:

| Payment Schedule | Payment |
|--|-----------|
| <ol style="list-style-type: none"> 1. Development of Project Plan and Completion of Team Training <ol style="list-style-type: none"> a. Detailed Workplan b. Standard AMS ADVANTAGE 3.x product training for a maximum of twelve (12) COUNTY staff | \$244,640 |

Final

CGI Technologies and Solutions Inc. Confidential and Proprietary

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida, has made and executed this SEVENTH AMENDMENT to the CONTRACT on behalf of the COUNTY and the CONTRACTOR has hereunto set its hand the day and year written above.

R 2007-1382

AUG 21 2007

ATTEST:

SHARON BOCK, Clerk & Comptroller

PALM BEACH COUNTY, BOARD OF
COUNTY COMMISSIONERS

ADDIE L. GREENE, CHAIRPERSON

By:

Deputy Clerk

By:

Addie L. Greene, Chairperson

WITNESS:

Signature

Name (type or print)

CONTRACTOR:

CGI Technologies and Solutions, Inc.

Signature

Name (type or print)

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By:

County Attorney

APPROVED AS TO TERMS AND
CONDITIONS

(Corporate Seal)

By:

ISS Director

STATE OF FLORIDA, COUNTY OF PALM BEACH
I, SHARON R. BOCK, Clerk & Comptroller, certify
this to be a true and correct copy of the original
filed in my office on

dated at West Palm Beach, FL on

By:

Deputy Clerk

Final

CGI Technologies and Solutions Inc. Confidential and Proprietary

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida, has made and executed this SIXTH AMENDMENT to the CONTRACT on behalf of the COUNTY and the CONTRACTOR has hereunto set its hand the day and year written above.

ATTEST:

SHARON BOCK, Clerk & Comptroller

By:

Nancy Miller
Deputy Clerk

R2007-1381

AUG 21 2007

PALM BEACH COUNTY, BOARD OF
COUNTY COMMISSIONERS

ADDIE L. GREENE, CHAIRPERSON

By:

Addie L. Greene
Addie L. Greene, Chairperson

WITNESS:

Linda M. Templeton
Signature

Linda M. Templeton
Name (type or print)

CONTRACTOR:

CGI Technologies and Solutions, Inc.

[Signature]
Signature

DAVID CAVAN
Name (type or print)

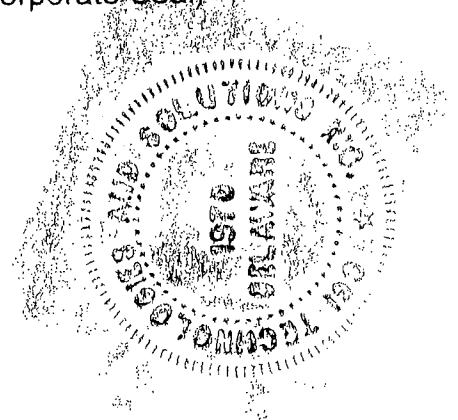
APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By Paul F. [Signature]
County Attorney

(Corporate Seal)

APPROVED AS TO TERMS AND
CONDITIONS

By Steve Bordelon
ISS Director



STATE OF FLORIDA, COUNTY OF PALM BEACH
I, SHARON R. BOCK, Clerk & Comptroller, do hereby
this to be a true and correct copy of the original
filed in my office on AUG 27 2007
dated at West Palm Beach, FL on 8-21-2007
By: Nancy Miller
Deputy Clerk

Final

CGI Technologies and Solutions Inc. Confidential and Proprietary

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida, has made and executed this FIFTH AMENDMENT to the CONTRACT on behalf of the COUNTY and the CONTRACTOR has hereunto set its hand the day and year written above.

R2006 2751
DEC 19 2006

ATTEST:

SHARON BOCK, Clerk & Comptroller

PALM BEACH COUNTY, BOARD OF
COUNTY COMMISSIONERS

ADDIE L. GREENE, CHAIRPERSON

By:

Sharon Bock
Deputy Clerk



Addie L. Greene

Addie L. Greene, Chairperson

WITNESS:

Sharon Bock
Signature

GARY S. ROCK
Name (type or print)

CONTRACTOR:
CGI-AMS Inc.

J Paul Doty
Signature

J Paul Doty
Name (type or print)

(Corporate Seal)

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By *Paul F. L.*
County Attorney

APPROVED AS TO TERMS AND
CONDITIONS

By *Steve Bordelon*
ISS Director

COUNTY requests for new or additional functionality or enhancements to any of CONTRACTOR's proprietary software products. COUNTY and CONTRACTOR shall negotiate a mutually agreeable rate for tasks that are not within the scope of this agreement.

3. All other provisions of said CONTRACT, as amended, are hereby confirmed and, except as provided herein, are not otherwise altered or amended and shall remain in full force and effect.

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R2004 0841

**THIRD AMENDMENT to
CONTRACT FOR PROFESSIONAL/MAINTENANCE SERVICES AND
SOFTWARE LICENSE AGREEMENT between
PALM BEACH COUNTY, FLORIDA and
AMERICAN MANAGEMENT SYSTEMS, INCORPORATED
(Contract No. R2002 1782)**

THIS THIRD AMENDMENT, is made and entered into this ____ day of MAY 04 2004 2004, by and between Palm Beach County, a political subdivision of the State of Florida (the "COUNTY") and American Management Systems, Incorporated (the "CONTRACTOR").

WHEREAS, the parties have entered into that certain Contract dated September 30, 2002, hereinafter referred to as the "CONTRACT", under which the CONTRACTOR is to provide professional and maintenance services and a software license for AMS Advantage[®] 3.x; and

WHEREAS, EXHIBIT "A" of the CONTRACT details the STATEMENT OF WORK for this CONTRACT, including the effective date and schedule of this STATEMENT OF WORK; and

WHEREAS, the STATEMENT OF WORK is effective as of October 1, 2002, through March 31, 2004; and

WHEREAS, the COUNTY and the CONTRACTOR, through the FIRST AMENDMENT to this CONTRACT, agreed to extend the CONTRACT for an additional ninety (90) days, for the period April 1, 2004, through June 29, 2004; and

WHEREAS, the COUNTY and the CONTRACTOR desire to further extend the CONTRACT for the period June 30, 2004 through December 31, 2004; and

WHEREAS, the COUNTY and the CONTRACTOR, through the SECOND AMENDMENT to this CONTRACT, agreed to revise the Annual Maintenance Fee schedule contained in this CONTRACT.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants herein contained, and other good and valuable consideration, the receipt of which the parties hereby expressly acknowledge, the parties hereto covenant and agree to the following terms and conditions:

1. EXHIBIT "A" - STATEMENT OF WORK, Effective Date and Schedule of this STATEMENT OF WORK, as amended, delete the first paragraph in its entirety and in lieu thereof insert the following:

This STATEMENT OF WORK is effective as of October 1, 2002, through December 31, 2004.

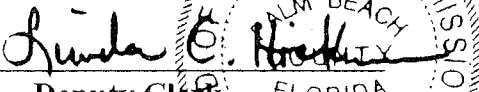
IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida, has made and executed this THIRD AMENDMENT to the CONTRACT on behalf of the COUNTY and the CONTRACTOR has hereunto set its hand the day and year above written.

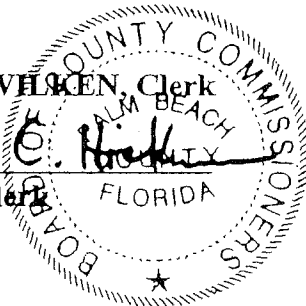
R2004 0841

ATTEST:

DOROTHY H. WHITEN, Clerk

By:

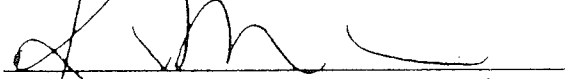

Deputy Clerk



PALM BEACH COUNTY

BOARD OF COUNTY COMMISSIONERS:

By:


Karen T. Marcus, Chair MAY 04 2004

WITNESS:

Signature

Name (type or print)

Signature

Name (type or print)

CONTRACTOR:

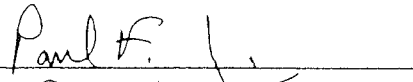
American Management Systems, Incorporated

Signature

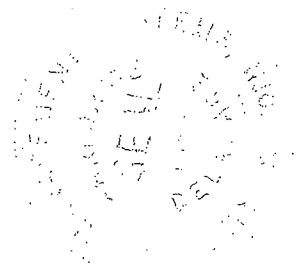
Edward Nadworny, Senior Vice President

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

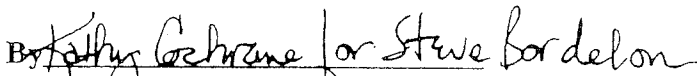
By:


County Attorney

(Corporate Seal)



APPROVED AS TO TERMS AND
CONDITIONS

By:  for Steve Bordelon
Department Head

2. All other provisions of said CONTRACT, dated September 30, 2002, as amended, are hereby confirmed and, except as provided herein, are not otherwise altered or amended and shall remain in full force and effect.

{Remainder of page intentionally left blank}

Attachment 3

**FIRST AMENDMENT to
CONTRACT FOR PROFESSIONAL/MAINTENANCE SERVICES AND
SOFTWARE LICENSE AGREEMENT between
PALM BEACH COUNTY, FLORIDA and
AMERICAN MANAGEMENT SYSTEMS, INCORPORATED
(Contract No. R2002 1782)**

THIS FIRST AMENDMENT, is made and entered into this 19th day of March, 2004, by and between Palm Beach County, a political subdivision of the State of Florida (the "COUNTY") and American Management Systems, Incorporated (the "CONTRACTOR").

WHEREAS, the parties have entered into that certain Contract dated September 30, 2002, hereinafter referred to as the "CONTRACT", under which the CONTRACTOR is to provide professional and maintenance services and a software license for AMS Advantage[®] 3.x; and

WHEREAS, EXHIBIT "A" of the CONTRACT details the STATEMENT OF WORK for this CONTRACT, including the effective date and schedule of this STATEMENT OF WORK; and

WHEREAS, the STATEMENT OF WORK is effective as of October 1, 2002, through March 31, 2004; and

WHEREAS, the COUNTY and the CONTRACTOR desire to extend the CONTRACT for an additional ninety (90) days, for the period April 1, 2004 through June 29, 2004.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants herein contained, and other good and valuable consideration, the receipt of which the parties hereby expressly acknowledge, the parties hereto covenant and agree to the following terms and conditions:

1. EXHIBIT "A" - STATEMENT OF WORK, Effective Date and Schedule of this STATEMENT OF WORK, delete the first two paragraphs in their entirety and in lieu thereof insert the following:

This STATEMENT OF WORK is effective as of October 1, 2002, through June 29, 2004.

2. All other provisions of said CONTRACT, dated September 30, 2002, are hereby confirmed and, except as provided herein, are not otherwise altered or amended and shall remain in full force and effect.
3. In accordance with Palm Beach County Code Chapter 2, Article III, Section 2.51, this FIRST AMENDMENT shall not take effect until executed by the CONTRACTOR and the COUNTY.

R2002 1782

OCT 01 2002

**CONTRACT
PROFESSIONAL/MAINTENANCE SERVICES AND PROPRIETARY SOFTWARE
LICENSE AGREEMENT**

This Contract is made as of September 30, 2002 (the "Effective Date"), 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 American Management Systems, Incorporated, a corporation authorized to do business in the State of Florida, hereinafter referred to as the CONTRACTOR, whose Federal I.D. number is 540856778.

In consideration of the mutual promises contained herein, the COUNTY and the CONTRACTOR agree as follows:

ARTICLE 1 - SERVICES

The CONTRACTOR'S responsibility under this Contract is to provide professional and maintenance services and a software license for AMS ADVANTAGE[®] 3.x, as more specifically set forth in EXHIBIT "A", EXHIBIT "B", and EXHIBIT "C", in the areas of:

- A. providing professional services to the COUNTY in migrating to AMS ADVANTAGE 3.x as modified by the CONTRACTOR in accordance with the STATEMENT OF WORK detailed in EXHIBIT "A";
- B. providing a Proprietary Software License to the COUNTY to use the computer software components and documentation for AMS ADVANTAGE 3.x in accordance with EXHIBIT "B"; and
- C. providing ongoing maintenance for AMS ADVANTAGE 3.x System and related modules and components in accordance with EXHIBIT "C".

The COUNTY'S representatives/liaisons during the overall performance of this Contract shall be Steve Bordelon, ISS Director, telephone no. (561) 355-2394 or designee and John W. Dame, Chief Deputy Clerk, Finance Department, at telephone number (561) 355-2959 or designee. An alternative COUNTY representative/liaison may be designated for each EXHIBIT included in this Contract.

The CONTRACTOR'S representative/liaison during the overall performance of this Contract shall be Larry Polster, telephone no (410) 757-2584.

ARTICLE 2 - SCHEDULE

The CONTRACTOR shall commence services as specified in the STATEMENT OF WORK detailed in EXHIBIT "A". The Proprietary Software License Agreement shall commence on the

describing in reasonable detail any substantive deficiencies that must be corrected prior to acceptance of the Written Deliverable. If the CONTRACTOR does not receive any such deficiency notice from the COUNTY by the end of the Acceptance Period, the Written Deliverable will be deemed to be accepted. If the COUNTY delivers to the CONTRACTOR a timely notice of deficiencies, the CONTRACTOR will correct the described deficiencies within a reasonable period of time given the nature of the deficiency, not to exceed ten (10) business days without written approval of the COUNTY. Upon receipt of a corrected Written Deliverable from the CONTRACTOR, the COUNTY will have a reasonable additional period of time, not to exceed ten (10) business days, to review the corrected Written Deliverable to confirm that the identified and agreed-upon deficiencies have been corrected. The time period for review and acceptance of Written Deliverables may be extended by mutual agreement between the parties. The COUNTY will not unreasonably withhold, delay or condition its approval of a final Written Deliverable.

The CONTRACTOR agrees to submit all Written Deliverables, including interim drafts and final versions, to the COUNTY in a mutually acceptable electronic format as well as hard copy.

- C. **Software Deliverables:** Acceptance testing is an iterative process designed to determine whether the Software Deliverable performs the functions described in its approved Specifications and to discover and remove Nonconformities through repeated testing cycles. As used in this Contract, "Nonconformity" means a reproducible condition in a Software Deliverable that prevents the Software Deliverable from performing the functions described in its Specifications such that the Software Deliverable does not operate or cannot be used in a production environment. At least forty-five (45) days prior to the date on which the CONSULTANT is scheduled to deliver any Software Deliverable to the COUNTY, the COUNTY will deliver for the CONTRACTOR'S review proposed testing procedures for the Software Deliverable, including test cases, test data and expected results. At least thirty (30) days prior to the date on which the CONTRACTOR is scheduled to deliver the Software Deliverable to the COUNTY, the parties will agree upon the testing procedures for the Software Deliverable (the "Acceptance Tests").

1. The Acceptance Test Period for each Software Deliverable will be thirty (30) days. The Acceptance Test Period for each Software Deliverable will begin when the CONTRACTOR has completed and delivered the Software Deliverable to the COUNTY'S designated site, successfully completed the CONTRACTOR'S installation test and notified the COUNTY that the Software Deliverable is "Ready for Acceptance." The CONTRACTOR will not be obligated to deliver a Software Deliverable to the COUNTY until the COUNTY demonstrates the readiness of the target technical platform and environment, as described and according to the schedule specified in the STATEMENT OF WORK.

ARTICLE 5 - TRUTH-IN-NEGOTIATION CERTIFICATE

Signature of this Contract by the CONTRACTOR 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 CONTRACTOR'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 5 within three (3) years following final payment.

ARTICLE 6 - TERMINATION

- A. **Termination for Convenience:** This Contract may be terminated, in whole or in part, by the COUNTY, with or without cause, immediately upon written notice to the CONTRACTOR.
- B. **Termination for Cause:** If a party believes that the other party has failed to perform a fundamental obligation the failure of which defeats the essential purpose of the Contract under which the obligation arises (a "Breach"), then that party may provide written notice directed to the breaching party describing the alleged Breach in reasonable detail and containing a reference to this ARTICLE 6. If the breaching party does not, within thirty (30) days after receiving such written notice, either (i) cure the Breach or (ii) if the Breach is not one that can reasonably be cured within thirty (30) days, develop a plan to cure the Breach and diligently proceed according to the plan until the Breach has been cured, then the non-breaching party may terminate this Contract for cause by providing written notice to the breaching party. Prior to termination of this Contract for cause, the party receiving the initial notice under the preceding sentence will be afforded an opportunity to meet with a senior management representative of the non-breaching party to explain its position.
- C. **Action Upon Termination:** The CONTRACTOR 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 CONTRACTOR shall:
 - 1. Stop work on the date and to the extent specified.
 - 2. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.

The CONTRACTOR agrees to abide by all provisions of the applicable M/WBE provisions of the Palm Beach County Code and understands that failure to comply with any of the requirements will be considered a breach of contract.

The CONTRACTOR understands that each minority and/or women owned firm utilized on this contract must be certified by Palm Beach County in order to be counted as M/WBE participation.

The CONTRACTOR further agrees to provide the Office of Small and Minority/Women Business Assistance with a copy of the CONTRACTOR'S contract with any M/WBE subcontractor or any other related documentation upon request.

The CONTRACTOR understands the requirements to comply with the tasks and proportionate dollar amounts throughout the term of the contract as it relates to the use of M/WBE firms.

The CONTRACTOR will only be permitted to replace a certified M/WBE subcontractor who is unwilling or unable to perform. Such substitutions must be done with other certified M/WBE in order to maintain the M/WBE percentages established in this contract. If the CONTRACTOR cannot find a certified M/WBE to replace the originally proposed M/WBE, the CONTRACTOR must establish it has exercised good faith efforts in an attempt to do so. Requests for substitutions of M/WBE must be submitted to the COUNTY'S representative, with a copy to the COUNTY Office of Small and Minority/Women Business Assistance.

The CONTRACTOR understands that he/she is prohibited from making any agreements with the M/WBE in which the M/WBE promises not to provide sub-contractors quotations to other bidders or potential bidders.

The CONTRACTOR agrees to maintain all relevant records and information necessary to document compliance with the applicable M/WBE provisions of the Palm Beach County Code, as amended, and will allow the COUNTY to inspect such records.

ARTICLE 9 - FEDERAL AND STATE TAX

The COUNTY is exempt from payment of Florida State Sales and Use Taxes. The COUNTY will provide an exemption certificate upon request to the CONTRACTOR. The CONTRACTOR shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the COUNTY, nor is the CONTRACTOR authorized to use the COUNTY'S Tax Exemption Number in securing such materials.

The CONTRACTOR 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 10 - AVAILABILITY OF FUNDS

The COUNTY'S performance and obligation to pay under this contract for current and

- D. **Business Automobile Liability:** The CONTRACTOR shall maintain Business Auto Liability at a limit of liability not less than \$500,000 Each Occurrence for all owned, non-owned and hired automobiles. In the event the CONTRACTOR owns no automobiles, the Business Auto Liability requirement shall be amended allowing the CONTRACTOR 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.
- E. **Worker's Compensation Insurance & Employers Liability:** The CONTRACTOR shall maintain Worker's Compensation & Employers Liability in accordance with Florida Statute Chapter 440.
- F. **Professional Liability:** The CONTRACTOR shall maintain Professional Liability, or equivalent Errors & Omissions Liability at a limit of liability not less than \$1,000,000 Per Occurrence. When a self-insured retention (SIR) or deductible exceeds \$10,000, the COUNTY reserves the right, but not the obligation, to review and request a copy of the CONTRACTOR'S most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis, the CONTRACTOR warrants the Retroactive Date equals or precedes the effective date of this Contract. 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, the CONTRACTOR shall purchase a SERP with a minimum reporting period not less than 3 years.
- G. **Additional Insured Clause:** Except as to Business Auto, Workers' Compensation and Employer's Liability (and Professional Liability, when applicable), the Certificate(s) of Insurance shall clearly confirm that coverage required by the Contract has been endorsed to include Palm Beach County as an Additional Insured.
- H. **Waiver of Subrogation:** The CONTRACTOR 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 the CONTRACTOR 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 the CONTRACTOR enter into such an agreement on a pre-loss basis.
- I. **Certificate(s) of Insurance:** Upon request by the COUNTY to do so, the CONTRACTOR will immediately provide the COUNTY with a copy of a signed Certificate(s) of Insurance evidencing that all types and amounts of insurance coverages required by this Contract have been obtained and are in full force and effect. Within

Except as above, neither the COUNTY nor the CONTRACTOR shall assign, sublet, convey or transfer its interest in this Contract without the prior written consent of the other. 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 CONTRACTOR.

ARTICLE 15 - WARRANTY

- A. **Quality of Services:** The CONTRACTOR warrants that all services shall be performed by skilled and competent personnel in a workmanlike manner consistent with industry standards reasonably applicable to the performance of such services. If the COUNTY believes there has been a breach of this warranty, it must notify the CONTRACTOR in writing within ninety (90) days from the date of performance stating in reasonable detail the nature of the alleged breach. If there has been a breach of this warranty, then the CONTRACTOR'S sole obligation, and the COUNTY'S exclusive remedy, will be for the CONTRACTOR to correct or re-perform, at no additional charge, any affected services to cause them to comply with this warranty. However, if the CONTRACTOR is unable to correct a breach of this warranty after repeated efforts, COUNTY will also be entitled to receive an equitable adjustment in the CONTRACTOR charges for the services in question (up to the total amount of such charges under this Contract) to reflect any reduction in the value of the services as a result of the uncorrected breach of warranty.
- B. **Software Deliverables Produced on a Fixed-Price Basis:** The CONTRACTOR warrants that, during any Warranty Period specified in the applicable STATEMENT OF WORK (or if no Warranty Period is specified in the STATEMENT OF WORK, for a period of ninety (90) days from acceptance), each Software Deliverable developed on a fixed-price basis and accepted by the COUNTY under that STATEMENT OF WORK will continue to perform the functions described in its Specifications without Defects. As used in this Contract, "Defect" means a reproducible material deviation of a Software Deliverable from its Specifications. If the COUNTY believes there has been a breach of this warranty, it must notify the CONTRACTOR in writing within the Warranty Period describing the Defect in sufficient detail to enable the CONTRACTOR to recreate it. If there has been a breach of this warranty, then the CONTRACTOR'S sole obligation, and the COUNTY'S exclusive remedy, will be for the CONTRACTOR to correct the Defect at no additional charge. However, if the CONTRACTOR is unable to correct a breach of this warranty after repeated efforts, the COUNTY will also be entitled to an equitable adjustment in the CONTRACTOR'S charges for the Software Deliverable (up to the total amount of such charges under the applicable STATEMENT OF WORK) to reflect any reduction in the value of the Software Deliverable as a result of the uncorrected Defect.
- C. **Third-Party Products:** To the extent the CONTRACTOR has the legal right to do so, the CONTRACTOR agrees to assign or pass through to the COUNTY or otherwise make available for the benefit of the COUNTY, any manufacturer's or supplier's warranty applicable to any third-party software, hardware or equipment provided by the

No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

ARTICLE 17 - CONFLICT OF INTEREST

The CONTRACTOR 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, Florida Statutes. The CONTRACTOR further represents that no person having any such conflict of interest shall be employed for said performance of services.

The CONTRACTOR 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 CONTRACTOR'S judgment 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 CONTRACTOR 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 CONTRACTOR. The COUNTY agrees to notify the CONTRACTOR of its opinion by certified mail within thirty (30) days of receipt of notification by the CONTRACTOR. If, in the opinion of the COUNTY, the prospective business association, interest or circumstance would not constitute a conflict of interest by the CONTRACTOR, the COUNTY shall so state in the notification and the CONTRACTOR 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 CONTRACTOR under the terms of this Contract.

ARTICLE 18 - EXCUSABLE DELAYS

The CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR'S request, the COUNTY shall consider the facts and extent of any failure to perform the work and, if the CONTRACTOR'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.

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 CONTRACTOR does not have the power or authority to bind the COUNTY in any promise, agreement or representation.

ARTICLE 22 - CONTINGENT FEES

The CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR 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 CONTRACTOR, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Contract.

ARTICLE 23 - ACCESS AND AUDITS

The CONTRACTOR 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 CONTRACTOR'S place of business.

ARTICLE 24 - NONDISCRIMINATION

The CONTRACTOR 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, or sexual orientation.

ARTICLE 25 - AUTHORITY TO PRACTICE

The CONTRACTOR hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its 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 26 - PUBLIC ENTITY CRIMES

As provided in F.S. 287.132-133, by entering into this contract or performing any work in furtherance hereof, the CONTRACTOR 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).

If sent to the CONTRACTOR, notices shall be addressed to:

American Management Systems, Incorporated
4050 Legato Road
Fairfax, Virginia 22033
Attn: Donna Morea
Executive Vice President
Fax: (703) 267-8404
Phone: (703) 267-2174
e-mail: Donna.Morea@ams.com

With copy to:

American Management Systems, Incorporated
4050 Legato Road
Fairfax, Virginia 22033
Attn: Sharie Kirsch
Senior Principal
Fax: (703) 267-8404
Phone: (703) 267-8816
e-mail: Sharie.Kirsch@ams.com

ARTICLE 29 - DISPUTES

- A. **Waiver of Jury Trial:** Due to the high costs and time involved in commercial litigation before a jury, the parties waive all right to a jury trial with respect to any and all issues in any action or proceeding arising out of or related to this Contract.
- B. **Informal Dispute Resolution:** At the written request of either party, the parties will attempt to resolve any dispute arising under or relating to the Contract through the informal means described in this section. Each party will appoint a senior management representative who does not devote substantially all of his or her time to performance under the Contract. The representatives will furnish to each other all non-privileged information with respect to the dispute that the parties believe to be appropriate and germane. The representatives will negotiate in an effort to resolve the dispute without the necessity of any formal proceeding. Formal proceedings for the resolution of the dispute may not be commenced until the earlier of: (i) the designated representatives conclude that resolution through continued negotiation does not appear likely; or (ii) thirty (30) calendar days have passed since the initial request to negotiate the dispute was made; provided, however, that a party may file earlier to avoid the expiration of any applicable limitations period, to preserve a superior position with respect to other creditors, or to apply for interim or equitable relief.

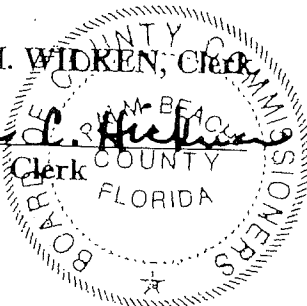
IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Contract on behalf of the COUNTY and the CONTRACTOR has hereunto set its hand the day and year above written.

R2002 1782

ATTEST:

DOROTHY H. WIDKEN, Clerk

By: Linda L. Hickman
Deputy Clerk



PALM BEACH COUNTY

BOARD OF COUNTY COMMISSIONERS:

By: Warren H. Newell OCT 01 2002
Warren H. Newell, Chairman

WITNESS:

CONTRACTOR:

Joseph C. Feini
Signature

JOSEPH C. FEINI
Name (type or print)

Elizabeth Elliott
Signature

ELIZABETH ELLIOT
Name (type or print)

AMERICAN MANAGEMENT
Company Name SYSTEMS, INCORPORATED

B.K. NARAYAN
Signature

B.K. NARAYAN
Typed Name

VICE PRESIDENT
Title

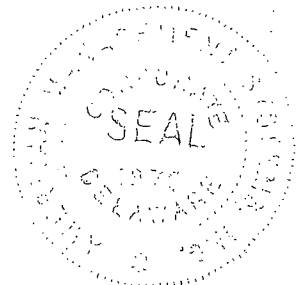
APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: Paul F. K...
County Attorney

(Corporate Seal)

APPROVED AS TO TERMS AND
CONDITIONS

By: Steven Bordelon
Department Head



- 3) Providing the following additional functionality to the COUNTY through the following AMS modules:
 - a) BRASS
 - b) Project and Grant Management
 - c) Vendor Self-Service
- 4) Providing a detailed Project Plan to complete migration according to the established schedule for this STATEMENT OF WORK.
- 5) For those functionalities initially identified in AMS' "Upgrade Analysis Report" or "AMS Response to Consolidated Upgrade Analysis Response" or "AMS Response to ISS' Comments" as being provided through "Setups," "Interfaces," "Reports," "Configuration," "Forms" or any means other than modification, but ultimately requiring modifications to provide the stated functionality, modifying ADVANTAGE 3.x to provide the functionality at no additional cost to the COUNTY.

b. Augmented CONTRACTOR Support

The CONTRACTOR will dedicate one and a half (1.5) full-time equivalent (FTE) positions on site in Palm Beach County from November 1, 2002 through September 30, 2003, and one (1.0) full-time equivalent (FTE) position from October 1, 2003 through March 31, 2004, to provide technical assistance including providing knowledge transfer of the ADVANTAGE 3.x data model, training on the ADVANTAGE utility tool (SysManUtil), training on the ADVANTAGE Design Studio (Versata), assistance in establishing operational procedures and scripts, conversion development and testing, assistance with production cutover, and post implementation support.

c. Additional Tasks

The CONTRACTOR will provide additional professional services to the COUNTY at an additional cost of \$115/hour, whether off-site or on-site, with hours to be mutually agreed upon by the COUNTY and the CONTRACTOR. Modifications specifically identified in *ATTACHMENT D* will be completed based upon the hours specified in that *ATTACHMENT*.

3. Tasks and Deliverables

ATTACHMENT E contains a list of tasks and deliverables which apply to the migration of ADVANTAGE 2.2 to ADVANTAGE 3.x. Tasks and deliverables applicable to BRASS and Vendor Registration, and Bid/Solicitation Processing are contained in separate tables following. The responsibilities of COUNTY and CONTRACTOR staff, as well as the

| Payment Schedule | Payment |
|---|-------------|
| 6. Completion of System Test | \$114,240 |
| a. System Test Plan | |
| b. System Testing Results | |
| 7. Completion of Acceptance Test | \$172,320 |
| a. Completion of User Acceptance Test per Workplan | |
| 8. Go-live with Utilizing Currently Licensed Components | \$354,400 |
| 9. Go live with Vendor Registration | \$36,160 |
| 10. Go live with Bid/Solicitation | \$36,160 |
| Total | \$1,850,000 |

5. **Key Personnel**

The key personnel responsible for this STATEMENT OF WORK are:

| COUNTY | CONTRACTOR |
|---------------------------------|------------------------------------|
| Donald Carter (Project Manager) | Larry Polster (Engagement Manager) |
| Linda Templeton | Joe Murray (Project Manager) |
| Radcliffe Brown | Becka Stautberg |
| Ken West | Rachael Berkowski (BRASS) |

6. **Resources and Responsibilities of the COUNTY**

The COUNTY will provide the following resources and has the following responsibilities in supporting the CONTRACTOR'S performance of the Services:

a. Services or Support:

- 1) The COUNTY will provide a dedicated full-time Project Manager for the duration of the project. The COUNTY'S Project Manager will be qualified to manage a large scale IT project, be responsible for ensuring the performance of the COUNTY personnel, empowered to make decisions on behalf of the COUNTY, and for coordinating activities including but not limited to providing needed documentation, resources and tools. The CONTRACTOR will coordinate its project activities (including project issues, contract and/or amendments, invoicing, status reports, etc.) through the Project Manager;
- 2) A dedicated Project Team will be established to work on the project. The COUNTY will provide adequate number of staff required for the timely completion of the COUNTY'S responsibilities on the project;

COUNTY will provide one workstation configuration specified in Section IX.6 of the Upgrade Analysis Report within forty-five (45) business days of the agreed upon start date of the project.

- 4) Within ten (10) business days of the agreed upon start date of the project, the following work environment will be available for the CONTRACTOR'S team members:
 - a) Workspace for approximately six (6) staff (including at least one private office) and normal office supplies including desks, phones, fax facilities, white board, adequate filing space and access to conference rooms for project-related meetings;
 - b) Ethernet connections for approximately 6 staff;
 - c) User-Id's/Passwords for approximately 6 staff for LAN access to files servers for document storage;
 - d) Access to network Laser printers (dedicated project printer preferable);
 - e) Access to the Internet;
 - f) Ability to utilize the CONTRACTOR'S VPN for continuous access to the CONTRACTOR'S databases at the CONTRACTOR'S home office;
 - g) Access to test application (copy of production) of ADVANTAGE 2.2 (2 User-Id's) -- both CICS application and TSO to extract data from ADVANTAGE 2.2; and
 - h) Security badges for site access.
- 5) The COUNTY will provide the facilities, workstations and network connectivity to support the AMS ADVANTAGE 3.x product training.
- 6) The COUNTY will provide the facilities, workstations and network connectivity to support the AMS ADVANTAGE 3.x end-user training.
- 7) Any additional facilities and equipment not enumerated above shall be supplied at the discretion of the COUNTY.

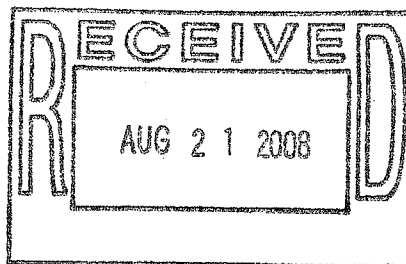
c. Environments:

- 1) The COUNTY is responsible for the setup, operation/administration, and maintenance of all infrastructure such as hardware, and system software such as databases, Web servers, networking, etc. for production, training and development environments.
- 2) The COUNTY is responsible for the setup and operation of the network infrastructure, including routers, firewalls, switches, etc. to provide the

- j i. Senior COUNTY Management will meet with CONTRACTOR management staff on a monthly basis to review the monthly status report and discuss project issues that require COUNTY management's attention.
- k j. Additional issues uncovered during Rapid Prototype will be analyzed, and the impact on system design and level of effort will be determined. The COUNTY and the CONTRACTOR will then come to an agreement on how to address these issues.

8. Documents and Precedence

- a. The order of precedence of the *ATTACHMENTS* not specifically referenced in this STATEMENT OF WORK is as follows:
 - 1) "AMS Response to Consolidated Upgrade Analysis Response" (*ATTACHMENT B-1* to this STATEMENT OF WORK) and "AMS Response to ISS' Comments" (*ATTACHMENT B-2* to this STATEMENT OF WORK).
 - 2) AMS' "Upgrade Analysis Report," dated August 15, 2002 (*ATTACHMENT A* to this STATEMENT OF WORK).
- b. This document, referred to as EXHIBIT "A", is incorporated in and made a part of the Contract between Palm Beach County and American Management Systems, Incorporated to provide professional services for AMS ADVANTAGE 3.x, and is subject to ARTICLE 32 - DOCUMENTS AND PRECEDENCE of said Contract.



CGI Technologies and
Solutions Inc.
11325 Random Hills
Road
Fairfax, VA 22030
Tel. 703-267-8000
Fax. 703-267-5111
www.cgi.com

July 3, 2008

Steve Bordelon
Director, Information Systems Services
301 N. Olive Avenue, 4th Floor
West Palm Beach, FL 33401

Dear Mr. Bordelon,

This letter is in response to your letter dated February 25th, 2008 requesting a reduction in Advantage Maintenance fees for the next three years.

First, I want to assure you that CGI values its relationship with Palm Beach County. You continue to be one of our strongest Advantage clients, both in stretching the system to accomplish the most for you and also in advising CGI on desirable new features to make Advantage even more robust. We hope to continue our relationship with Palm Beach County for many years.

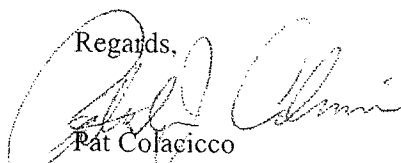
Since Palm Beach County is a valuable client to CGI, we are prepared to reduce your Advantage maintenance fees by 10% over the next three years. At a 10% discount the fees would be:

| Advantage Maintenance | FY 2009 | FY 2010 | FY2011 | 3 Year Total |
|-----------------------|-----------|-----------|-----------|--------------|
| Existing Contract | \$607,200 | \$698,280 | \$803,022 | \$2,108,502 |
| 10% discount | \$546,480 | \$628,452 | \$722,720 | \$1,897,652 |
| Savings | \$60,720 | \$69,828 | \$80,302 | \$210,850 |

While we are aware of the fiscal challenges and budget constraints being forced on the County, we unfortunately cannot reduce your maintenance fees by 25%, as you requested.

We trust that this reduction in maintenance will be accepted in the spirit it is made.

Regards,


Pat Colacicco
Vice President
Advantage Group, CGI