

II. FISCAL IMPACT

A. Five Year Summary of Fiscal Impact:

Fiscal Years	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>
Capital Expenditures	\$0	\$0	\$0	\$0	\$0
Operating Costs	<u>\$2,813</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
External Revenues	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
Program Inc (County)	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
In-Kind Match (County)	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
NET FISCAL IMPACT	<u>\$2,813.</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
# Additional FTE Positions (Cumulative)	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>

Is Item Included in Current Budget? Yes X No

Budget Account No.: Fund 0001 Dept 760 Unit 7601 Objt 3401

B. Recommended Sources of Funds/Summary of Fiscal Impact:

C. Departmental Fiscal Review: *Tom Beal 10/9/15*

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Administration Comments:

<u><i>Sherry Bon</i></u> OFMB <i>9/10/14/15/10/15/10-9-15</i>	<u><i>Dr. J. Jackson</i></u> Contract Administration <i>10/22/15</i> <i>10-19-15</i>
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B. Legal Sufficiency:

Paul F. J.
 Assistant County Attorney
10/20/15

C. Other Department Review:

 Department Director

**TWENTIETH 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 TWENTIETH AMENDMENT is made and entered into this ____ day of _____, 2015, by and between Palm Beach County, a political subdivision of the State of Florida (the "COUNTY") and CGI Technologies and Solutions Inc. (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 require additional time to complete the final deliverable specified in the original contract, 3.9 Vendor Self-Service bid/solicitation;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein, 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 1, Effective Date and Schedule, of this STATEMENT OF WORK, the first paragraph, as previously amended, is hereby amended and restated in its entirety as follows:

This STATEMENT OF WORK is effective as of October 1, 2002 through
December 30, 2016.

2. Go-live with 3.9 Vendor Self-Service bid/solicitation (only remaining deliverable).
3. All other provisions of said CONTRACT, as previously 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 TWENTIETH AMENDMENT to the CONTRACT on behalf of the COUNTY and CONTRACTOR has hereunto set its hand the day and year written above.

ATTEST:
SHARON BOCK, Clerk & Comptroller

PALM BEACH COUNTY, BOARD OF
COUNTY COMMISSIONERS

By: _____
Deputy Clerk

By: _____
Mayor

WITNESS:

CONTRACTOR:

Dana McPherson
Signature
Dana McPherson
Name (type or print)

CGI Technologies and Solutions Inc.
[Signature]
Signature
MICHAEL R WAPLE
Name (type or print)

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

(Corporate Seal)

By: *Paul R. [Signature]*
County Attorney

APPROVED AS TO TERMS AND
CONDITIONS

By: *Steve Bordon*
ISS Director

**TWENTY FIRST 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 TWENTY FIRST AMENDMENT ("AMENDMENT") is made and entered into this ____ day of ____ 2015, by and between Palm Beach County, a political subdivision of the State of Florida (the "COUNTY") and CGI Technologies and Solutions Inc. (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 CGI Advantage® 3.x;

WHEREAS, the COUNTY and CONTRACTOR desire to add additional Third Party Products and associated maintenance services to the CONTRACT; and

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein, 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. Governing Document

The CONTRACT is incorporated herein and forms a part of this AMENDMENT. Except as provided below, all other terms and conditions of the CONTRACT shall remain unchanged and in full force and effect and are hereby ratified and reaffirmed by the parties hereto. In the event of any conflict of inconsistency between the provision set forth in the AMENDMENT and the CONTRACT, this AMENDMENT shall govern and control.

2. Exhibit B, Attachment A

Attachment A to Exhibit B (Proprietary Software License Agreement) of the CONTRACT is replaced in its entirety with the attached Attachment A to account for the following changes:

a. Addition of New Third Party Products

Section 7 (Third Party Products) of Attachment A to Exhibit B to the CONTRACT is modified by adding the following Third Party Products to the list of existing Third Party Bundled Software:

Red Hat JBoss Enterprise Application Platform with Management Premium
(Production) – 2 cores

Red Hat JBoss Enterprise Application Platform with Management Premium
(Non-Production) – 2 cores

Eclipse BIRT Engine (Production) – 2 core
Eclipse BIRT Engine (Non-Production) – 2 core
Includes unlimited designer licenses

b. **Fees and Payment Terms for Bundled Software Products**

There are no license fees for the addition of the Third Party Products added in this AMENDMENT.

3. **Exhibit C.1.A**

Exhibit C.1.A (Proprietary Software Maintenance Agreement) of the CONTRACT is replaced in its entirety with the attached Exhibit C.1.A to account for the following changes:

a. **Fees and Payment Terms for Third Party Products**

Section 2 (Maintenance Fee) of Exhibit C.1.A to the CONTRACT is modified by adding the following maintenance fee for the Third Party Products added in this AMENDMENT in the amount of \$2,813.13 for the maintenance period October 1, 2015 – September 30, 2016.

The maintenance fee of \$2,813.13 for the additional Third Party Products for the maintenance period of October 1, 2015 – September 30, 2016, as specified in this Section 3 above are due from and payable by the Client upon execution of this AMENDMENT and 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 Bank of America, c/o CGI Technologies and Solutions Inc. at 12907 Collections Center Drive, Chicago, IL 60693. All other payment terms of the CONTRACT apply to this AMENDMENT.

4. 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 TWENTY FIRST AMENDMENT to the CONTRACT on behalf of the COUNTY and CONTRACTOR has hereunto set its hand the day and year written above.

ATTEST:
SHARON BOCK, Clerk & Comptroller

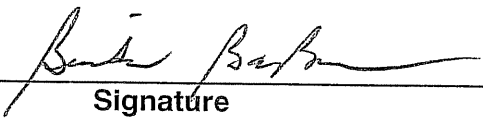
PALM BEACH COUNTY, BOARD OF
COUNTY COMMISSIONERS

By: _____
Deputy Clerk

By: _____
Mayor

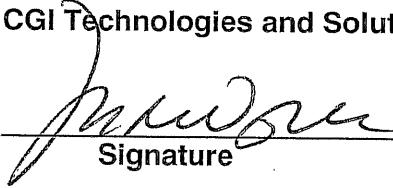
WITNESS:

CONTRACTOR:



Signature
BONITA BARBER

Name (type or print)

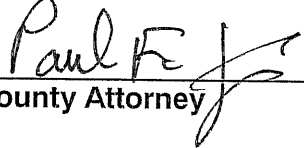
CGI Technologies and Solutions Inc.


Signature
MICHAEL R WAPLE

Name (type or print)


APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

(Corporate Seal)

By: 

County Attorney

APPROVED AS TO TERMS AND
CONDITIONS

By: 

ISS Director

1

ATTACHMENT A

**CGI Technologies and Solutions Inc.
Proprietary Software License Agreement**

1. **Licensed Software.** CONTRACTOR is licensing to COUNTY the following computer software components, comprising the Software:

CGI Advantage® Financial Management System including the following:

- Financial Management Base System
- Project and Grants Management
- Asset Management
- Inventory Management
- Treasury Accounting

CGI Advantage Procurement Professional including:

- CGI Advantage Vendor Self Service

CGI Advantage BRASS

The COUNTY may use the source code for CGI Advantage Software only to maintain and enhance the Software and for no other purpose. The COUNTY may modify the Software and Documentation and merge them into other material to form a derivative work for the COUNTY's own use. Any portion of the Software or Documentation included in such a derivative work will continue to be subject to all terms of this Agreement. Upon termination of the license for the Software at the option of the COUNTY, the COUNTY will, at CONTRACTOR's option, deliver to CONTRACTOR or destroy any portion of the software or Documentation contained in any derivative works as provided in the CONTRACT.

CONTRACTOR is providing to the COUNTY one (1) copy of the Software on machine-readable media.

2. **Licensed Documentation.** The Specifications for the Software listed in Section 1 of this Exhibit are set forth in the documentation available for download on the CGI website (<https://sc.cgi.com/advantage/>) or packaged with the Software installation; referred to in this Agreement as the "Documentation."

Documentation for Bundled or Additional Third Party Software is available on the applicable third party website.

3. **License Type.** The Software is licensed to COUNTY on the following basis:

Site License. The COUNTY is permitted to use the Software at Palm Beach County facilities for Palm Beach governmental purposes. In the event of the failure of the computers at these locations, the COUNTY may use the Software at a back-up computer facility in the same country until operations at the primary facility have been restored.

4. **Work That May Be Processed.** The COUNTY may only use the Software to process the COUNTY's own work.
5. **License Fee.** The licenses specified in Section 1 and 6 of this Attachment A are granted to the COUNTY for a License Fee of \$660,022.00 in accordance with the following schedule:

Licensed Software	License Fee
Previously Licensed Software	\$528,290.00
Previously Licensed Third Party Products	\$131,732.00
New Licensed Third Party Products *	\$ 0.00
Total License Fee	\$ 660,022.00

* There are no license fees for the addition of the Third Party Products added in this AMENDMENT.

6. **Third Party Products.** Included in the license fees set forth in Section 5 of this ATTACHMENT A are the license fees for certain third party products (the "Third Party Products") required to be used in connection with the Software. The CONTRACTOR is providing the following Third Party Products to the COUNTY:

Versata Logic Server (1 Site license in object code form only)
 Versata Logic Studio (2 user license in object code form only)

Adobe Present Central Pro - CPU & 10 Print Locations (1 prod/1 non prod)
 Adobe Present Output Designer (2 named user licenses)

**Maintenance for Adobe Present Central Pro and Adobe Present Output Designer will be cancelled upon BIRT Go-Live.*

Adobe RoboHelp® Office (1 user license)

Pervasive Data Integrator Pro Development – 2 CPU License, multi-threaded
 Pervasive Data Integrator Pro Engine - 2 CPU License, single-threaded

Monsell EDM (DELTAXML) - 1 Site License
 1099 Convey Desktop Edition – 1 User; 3,000 Transactions

New Third Party Products

Red Hat JBoss Enterprise Application Platform with Management Premium (Production) – 2 cores

Red Hat JBoss Enterprise Application Platform with Management Premium (Non-Production) – 2 cores

Eclipse BIRT Engine (Production) – 2 core

Eclipse BIRT Engine (Non-Production) – 2 core

Includes unlimited designer licenses

Changes in the Software which the CONTRACTOR may make from time to time may make it necessary for the COUNTY to acquire, at its own expense, updated versions of the Third Party Products or additional third party products.

7. **Warranties.** The CONTRACTOR warrants for a period of one hundred and eighty (180) days from the date of COUNTY acceptance that the performance of CONTRACTOR's Software will not deviate materially from its Specifications as set forth in the Documentation.

To the extent CONTRACTOR has the legal right to do so, 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 the Third Party Products provided by CONTRACTOR. CONTRACTOR does not itself give or make any warranty of any kind with respect to the Third Party Products.

In the event of the failure of a Third Party Product, CONTRACTOR, after receiving notification from the COUNTY, will replace the item in question to ensure that there is no impact with regard to the Software. This replacement will be made as soon as possible at no additional cost to the COUNTY.

EXHIBIT C.1.A
CGI TECHNOLOGIES AND SOLUTIONS INC.
Proprietary Software Maintenance Agreement

1. **Maintenance Period.** The Maintenance Period is the period beginning October 1, 2011 and ending September 30, 2016.
2. **Maintenance Fee.** The maintenance fee for the following periods shall be:

Maintenance Period	Current Maintenance Fees	Maintenance Fees Added with this Amendment	Total Annual Fee
October 1, 2011 thru September 30, 2012	\$570,949.00	n/a	\$570,949.00
October 1, 2012 thru September 30, 2013	\$605,205.00	n/a	\$605,205.00
October 1, 2013 thru September 30, 2014	\$623,362.00	n/a	\$623,362.00
October 1, 2014 thru September 30, 2015	\$642,063.00	n/a	\$642,063.00
October 1, 2015 thru September 30, 2016*	\$661,325.00	\$2,813.13	\$664,138.13

** Maintenance fee of \$2,813.13 for the maintenance services for the New Third Party Products added in this AMENDMENT are payable upon execution of this AMENDMENT.*

After September 30, 2016, COUNTY may buy maintenance services for the Software in which CONTRACTOR is offering maintenance services, at Contractor's then current rates.

3. **Software.** The maintenance services under this CONTRACT are provided with respect to the Software outlined in Attachment A of the Proprietary Software License Agreement.
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 CONTRACTOR and COUNTY made effective as of September 30, 2002.