

## PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS <u>AGENDA ITEM SUMMARY</u>

| Meeting Date:  | April 19, 2016      | [x] Consent<br>[ ] Public Hearing | [ ] Regular<br>[ ] Workshop |  |  |  |  |
|--|---------------------|-----------------------------------|-----------------------------|--|--|--|--|
| Department:<br>Submitted by:   | Information System: | s Services (ISS)                  |                             |  |  |  |  |
| Submitted by:         Information Systems Services (ISS)           Submitted for:         Office of Financial Management & Budget (OFMB) |                     |                                   |                             |  |  |  |  |
|  | I. <u>E</u> X       | ECUTIVE BRIEF                     |                             |  |  |  |  |
| Motion and Title   | : Staff recommend   | s motion to approve:              |                             |  |  |  |  |

- A. Statement of Work No. 7 to existing Agreement with CGI Technologies and Solutions, Inc., (CGI) (R2002-1782) in the amount of \$225,600 for the procurement and implementation of the CGI Advantage Performance Budgeting Module;
- **B.** Amendment No. 22 to the Professional/Maintenance Services and Proprietary Software License Agreement with CGI dated September 30, 2002 (R2002-1782) to provide licenses and maintenance for third party software (Red Hat JBoss and Pervasive Data Integrator) required for the implementation of the Performance Budgeting module in the total amount of \$17,769.56; and
- C. A Budget Transfer of \$243,370 in the Information Technology Capital Improvements Fund to reallocate funds from an existing Capital Project, "Microsoft Office Suite Upgrade (FY2016)", Unit I342, to establish a new Capital Project – "CGI Advantage Performance Budgeting System."

**Summary:** Staff is requesting Board authorization to acquire CGI software licenses and maintenance, CGI professional services, and third party software licenses and maintenance necessary to implement the CGI Advantage Performance Budgeting Module. The first phase of the Project will replace the County's existing budget system ("BRASS") which has been licensed from CGI since 2002. A second phase of the project, not included in the above Statement of Work, will enable County departments to link their spending plans with priorities and track key performance indicators. Performance Budgeting, when fully implemented, will provide advanced capabilities for budgeting, planning, forecasting, and salary and benefit projections, as well as dashboards to track key performance indicators. Phase 1 of the project will be completed prior to the FY 2018 budget process and Phase II will be completed prior to the FY 2019 budget process. This project was not included in the FY 2016 budget; therefore project funding will be established through a budget transfer from an existing project (Microsoft Office Suite Upgrade) approved in the ISS Capital Budget. <u>Countywide</u> (PFK)

# Continued on page 3...

# Attachments:

- 1. Statement of Work No. 7 to CGI Agreement (R2002-1782)
- 2. Amendment No. 22 to CGI Agreement (R2002-1782)
- 3. Budget Transfer

| Recommended by: | Steve Bordelon       | 4 - 14 - 16 |
|-----------------|----------------------|-------------|
| ,               | Department Director  | Date        |
| Approved by:    | -Ca                  | 4-14-16     |
|                 | County Administrator | Date        |
|                 |                      |             |

# **II. FISCAL IMPACT ANALYSIS**

# A. Five Year Summary of Fiscal Impact

| Fiscal Years                               | <b>2016</b>      | <u>2017</u>     | <u>2018</u>      | <u>2019</u> | <u>2020</u> |
|--|------------------|-----------------|------------------|-------------|-------------|
| Capital Expenditures                       | <u>\$243,370</u> | 0               | 0                | 0           | <u>0</u>    |
| Operating Costs                            | <u>\$0</u>       | \$10,398        | \$10,398         | \$10,398    | \$10,398    |
| External Revenues                          | <u>\$0</u>       | <u>\$0</u>      | <u>\$0</u>       | <u>\$0</u>  | <u>\$0</u>  |
| Program Inc (County)                       | _0               | 0               | 0                | 0           | 0           |
| In-Kind Match (County)                     | _0               | 0               | 0                | 0           | 0           |
| NET FISCAL IMPACT                          | <u>\$0</u>       | <u>\$0</u>      | <u>\$0</u>       | <u>\$0</u>  | <u>\$0</u>  |
| # Additional FTE<br>Positions (Cumulative) | <u>0</u>         | <u>0</u>        | <u>0</u>         | <u>0</u>    | <u>0</u>    |
| Is Item Included in Current Budg           | let?             | Yes             | No <u>X</u>      |             |             |
| Expenditure Budget Number:                 | Fund <u>3901</u> | Dept <u>491</u> | Unit <u>1344</u> | Object      |             |
| Expenditure Budget Number:                 | Fund <u>0001</u> | Dept <u>760</u> | Unit <u>7606</u> | Object      |             |

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

The contract award will be funded from an existing capital project approved for ISS to purchase Microsoft Office 2016 licenses for upgrading the County's office productivity software, including Word, Excel and PowerPoint. Only 500 of the more than 5,200 licenses required will be purchased during FY 2016; therefore not all of the project funds are needed this year. This project will be partially defunded with the funds transferred to establish the proposed new project - "CGI Advantage Performance Budgeting System". Replacement funding for additional Microsoft Office licenses will be requested by ISS in the FY 2017 budget.

# C. Department Fiscal Review:

al 4/1./16

## **III. REVIEW COMMENTS**

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

OFMB

B. Legal Sufficiency:

4/14/16 an Assistant County Attorney

C: Other Department Review:

**Department Director** 

116 ct Development and Contr Contra

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**Background and Justification:** Palm Beach County has been using CGI BRASS for its budgeting system since 2002. The limited capabilities of BRASS make it difficult to make substantive changes in the way the budget is currently produced including implementation of a performance based budgeting methodology.

Performance Budgeting, when fully implemented, will streamline the County' overall budget process by automating the development, review, and production of the budget document. It will also promote a greater level of accountability by linking funding allocations to specific performance objectives.

BRASS is currently used to capture the input of expenditure requests and revenue projections which are then presented in tables in Microsoft Word documents along with narrative and statistical information to manually produce the annual Budget Book. Phase 2 of this project will include the purchase of third party software tools that will be integrated with Performance Budgeting to enable departments and OFMB to produce and publish the detailed pages in the Budget Book.

Two third party software products will be purchased for Phase 1 of the project: specialized software (Redhat JBoss) for the web server and a software tool (Pervasive Data Integrator) to map data extracts and define process flows.

This contract is based upon CGI's and the County's common understanding of the system implementation requirements, data conversion strategies, system interfaces, reporting/inquiry, training, documentation, and security and workflow.

## **Transition from BRASS to Performance Budgeting**

Performance Budgeting will be implemented over two years with existing BRASS functionality replaced for the FY 2018 budget cycle. Performance Measures and Budget Book Publishing will be implemented for FY 2019.

### Summary of Roles and Responsibilities

| Task Description                                       | PPC Role | CGI Role |
|--|----------|----------|
| Project Management Support                             | Support  | Lead     |
| Develop Initial Project Schedule                       | Support  | Lead     |
| Software Installation                                  | Joint    | Joint    |
| Upgrade Analysis (Functional and Technical)            | Joint    | Joint    |
| Conversion of BRASS Data                               | Support  | Lead     |
| Functional Configuration, Training and Testing Support | Joint    | Joint    |
| Extensions and Technical Support                       | Lead     | Support  |
| Interface Development and Testing Support              | Joint    | Joint    |
| Report Design/Development                              | Lead     | Support  |
| Testing Support: Functional and Technical              | Lead     | Support  |
| Production Cutover / Post Implementation Support       | Support  | Lead     |
| Training   | -        | Lead     |

# Project Costs

| Category                                   | Year 1 Cost | Annual Cost |
|--|-------------|-------------|
| PB Software Licenses and Maintenance       | \$0*        | \$0*        |
| 3 <sup>rd</sup> Party Software Licenses    | 7,372       |             |
| 3 <sup>rd</sup> Party Software Maintenance | 10,398      | 10,398      |
| CGI Implementation Services                | 214,000     |             |
| Training                                   | 11,600      |             |
| TOTAL                                      | \$243,370   | \$10,398    |

\*As a licensed user of the CGI BRASS software, Palm Beach County has the right to upgrade to CGI Performance Budgeting at no additional licensing or maintenance fees beyond the contractual amounts already paid for BRASS.

This project will also entail the development of numerous management reports by County staff. CGI's Performance Budgeting module is a commercial off-the-shelf software package widely used in the government sector and is configurable to accommodate the County's chart of accounts and budget development processes.

Funding for this procurement will be transferred from the ISS Capital Budget which will require the deferral of an approved project to purchase and install Microsoft Office 2016 on all desktops assigned to Board departments. Although this project will eventually upgrade more than 5,000 desktop computers, only 500 licenses will be purchased during FY 2016 to be deployed in ISS and another pilot department. Funding to replenish this capital project will be requested for FY 2017.

### Statement of Work No. 7

This Statement of Work No. 7 ("Statement of Work" or "SOW") is issued pursuant to the Professional/Maintenance Services and Proprietary Software License Agreement dated as of September 30, 2002 (the "Agreement") (R2002-1782) between Palm Beach County, a political subdivision of the State of Florida, by and through its Board of County Commissioners ("COUNTY" or "PBC") and CGI Technologies and Solutions Inc. (formerly named American Management Systems, Incorporated) ("CONTRACTOR" or "CGI"). The parties agree that the terms and conditions of this SOW where applicable shall override and amend the terms and conditions of the Agreement for purposes of this SOW.

### 1. <u>Effective Date of this Statement of Work.</u>

This Statement of Work is effective upon execution by both parties or June 1, 2016, and, if not otherwise terminated in accordance with the Agreement or this Statement of Work, will remain in effect through March 1, 2017.

### 2. <u>Services to be Performed.</u>

CGI will provide the following Consulting Services ("Services and Deliverables") to assist the COUNTY in upgrading the COUNTY BRASS system to the Advantage<sup>®</sup> 3.11 Performance Budgeting solution ("PB"). The parties' respective roles and responsibilities, and associated tasks, in performance of this SOW are further specified in Appendix A (PB Upgrade Task Assistance) and Appendix B (PB "Optional" Training). CGI will provide the Deliverables and Milestones specified in Exhibit 4-2 pursuant to this SOW.

Requests for additional hours or services not defined in this Statement of Work must be documented in a change order, agreed upon in writing by both parties.

### 3. <u>Schedule of Performance.</u>

The initial project schedule will be developed by CGI and further specified and mutually agreed upon at the beginning of the project. The schedule of performance specified in this Section 3 is based upon the assumption that the SOW will be approved for the project to start on or before June 1, 2016 and to place PB in production by February 2017. If the project start is delayed, the schedule will be adjusted accordingly. Further, this implementation schedule assumes installation, conversion and configuration will be completed by mid-July, for COUNTY functional users to start unit testing, to allow sufficient time for the COUNTY's testing of the software.

### 4. <u>Compensation</u>.

<u>A. Method of Payments</u>: CGI will complete the Services and Deliverables in Appendix A. for a firm fixed price of \$ 225,600 as itemized in Exhibit 4-1 (Advantage Services Pricing).

### **Exhibit 4-1 Advantage Services Pricing**

| Total Services                             | Type of Services<br>(Fixed Priced) | Pricing    |
|--|------------------------------------|------------|
| A. Appendix A PB Upgrade Task Assistance   | Per Deliverables                   | \$ 214,000 |
| B. Appendix B. "Optional" Training Classes | Per Deliverable                    | \$ 11,600  |
| Total Pricing:                             | У                                  | \$ 225,600 |

### B. Payment Terms:

The COUNTY will authorize payment to CONTRACTOR based upon completion of identified tasks and COUNTY acceptance of deliverables in accordance with the procedures specified in Section 6 of this SOW. CONTRACTOR will address invoices to the SOW Manager, Linda Templeton, who will coordinate approval within the COUNTY. Payments will be made in accordance with the following schedule:

### Exhibit 4-2: Payment milestones

| Fixed Price Payment Milestones   | Payment<br>(USD) |
|--|------------------|
| 1. Delivery of monthly status report (\$10,000 a month for 8 months, starting in June) | \$ 80,000        |
| 2. Delivery of initial project schedule  | \$16,000         |
| 3. Completion of PB installation (one environment)                                     | \$ 25,000        |
| 4. Completion of Conversion (load of day zero tables)                                  | \$ 27,000        |
| 5. Interface development completed (one Advantage Financial interface)                 | \$25,000         |
| 5. Completion of system configuration (table set-up)                                   |                  |
| 6. Training – Appendix B. To be invoiced as each training class is completed           | \$ 11,600        |
| 7. Go-live readiness assessment completed  | \$6,000          |
| 8. Production –placed in production  | \$ 10,000        |

Total: \$225,600

The invoice will be provided to the COUNTY's Statement of Work Manager for approval and be payable in full within thirty (30) days of receipt of the applicable invoice by the COUNTY.

### 5. Statement of Work Managers.

The Statement of Work Managers are:

| COUNTY:         | CGI:                |
|-----------------|---------------------|
| Linda Templeton | Dana June McPherson |

### 6. Deliverable Acceptance

For the purposes of this SOW, the COUNTY agrees to review each interim draft Deliverable and provide comments to CONTRACTOR within five (5) business days after receiving it from CONTRACTOR. The COUNTY will have the opportunity to review each final Deliverable for an acceptance period of ten (10) business days after delivery by CONTRACTOR (the "Acceptance Period"). COUNTY agrees to notify CONTRACTOR in writing by the end of the Acceptance Period either stating that the Deliverable is accepted in the form delivered by CONTRACTOR or describing in reasonable detail any substantive deficiencies that must be corrected prior to acceptance of the Deliverable. If CONTRACTOR does not receive any such deficiency notice from COUNTY by the end of the Acceptance Period, the Deliverable will be deemed to be accepted. If COUNTY delivers to CONTRACTOR a timely notice of deficiencies and CONTRACTOR determines that the items specified in the notice are deficiencies, CONTRACTOR will correct the specified deficiencies within a reasonable period of time. Upon receipt of a corrected Deliverable from CONTRACTOR, COUNTY will have a reasonable additional period of time, not to exceed ten (10) business days, to review the corrected Deliverable to confirm that the identified and agreed-upon deficiencies have been corrected. In no event will the aggregate Acceptance period for any Deliverable extend beyond ninety (90) days from delivery by CONTRACTOR of the applicable Deliverable.

### 7. Additional Resources and Responsibilities of COUNTY.

COUNTY will provide the following resources and has the following responsibilities in addition to COUNTY responsibilities specified in Appendices in support performance of the Services:

A. COUNTY will provide a designated Project Manager and coordinate with CGI's Project Manager for project-related activities and items, such as project issues, resourcing, invoicing, status reports, and other project activities.

PBC PB SOW dated: 04/7/2016 2016 CGI Technologies and Solutions, Inc.-Confidential and Proprietary



- B. COUNTY will provide technical resources (DBA, system administrator) knowledgeable in COUNTY's infrastructure including, but not limited to, system table setups, batch jobs, system administration, document usage, modifications, and reporting.
- C. COUNTY will provide functional resources to the project knowledgeable in COUNTY's budget process and BRASS system requirements, Advantage Financial business processes.
- D. COUNTY will provide a dedicated office space to support CGI staff members when performing work on-site. The work space should contain LAN Access to the Advantage and internet access beyond any COUNTY firewall or internet access restriction, and access to on-site printing and copying.
- E. COUNTY will be responsible for purchase, installation, and configuration of any hardware and third party software components in addition to those that have previously been licensed through CGI (e.g. reporting tool, Oracle, etc.) available at the onset of the project.
- F. COUNTY will be responsible for the setup, operation/administration, and maintenance of all infrastructures such as but not limited to hardware, and system software such as servers, databases, networking, etc. for production, non-production, and development environments.
- G. COUNTY has the required software and technical foundation sufficient to support the 3.11 PB project in accordance with the 3.11 release notes and technical configuration specifications referenced in section 3 of the budgetary proposal.
- H. COUNTY will provide timely assistance and support as requested by CGI for additional information, issue resolution, and other similar tasks associated with the development effort.

### 8. <u>Assumptions and Other Provisions.</u>

The roles and responsibilities of the parties shall be as set forth in the Appendices and other sections within the SOW.

- A. On or before execution of this SOW, the parties will execute Amendment No. 22 to the Professional/Maintenance Services and Proprietary Software License Agreement dated as of September 30, 2002 (the "Agreement") to provide the license and maintenance for the third party forms solution software needed for the project.
- B. Project scope is limited to upgrading functionality currently in use in BRASS (does not apply to BRASS reports) to baseline Advantage PB software. Does not include any customization to the PB software.
- C. During the upgrade, the parties' respective level of effort and roles and responsibilities will vary depending on the task. Regardless of the desired level of effort of CGI support, it is critical that the project have access to COUNTY's Advantage functional and technical resources.
- D. Interfaces will be developed utilizing COUNTY's existing Advantage third party tool, PDI (Pervasive Data Integrator) tool and using baseline maps/scripts. Interfaces are limited to those processes currently executed via BRASS (icf/ecf(Import Configuration File / Export Configuration File).
- E. Project team training specified in Appendix B (PB Optional Training) is instructor-led project training which, if selected, will be provided remotely. Training assumes a "train-the-trainer" approach.
- F. CGI services may be delivered remotely. It is estimated up to 70-75% of the work will be completed remotely.
- G. Services or software to implement the Finite Matters, Ltd. Pattern Stream budget book software solution and to assist in creating the budget book (collectively, "Budget Book Pricing") are not in scope for this implementation phase.
- H. COUNTY will continue to use the CSG Support Center facilities for PB baseline software-related issues and patches in accordance with the Professional/Maintenance Services and Proprietary Software License Agreement dated as of September 30, 2002 (the "Agreement").
- I. Use of infoAdvantage 3.11PB baseline reports is not assumed for the project since infoAdvantage is currently not licensed or in use by the COUNTY. CGI has not included hours for report development hours or mapping of data from the current BRASS reports.
- J. Pricing is based on the CGI's understanding of the COUNTY's requirements and responsibilities as specified in Appendix A and the assumptions documented within this SOW. If the COUNTY fails to perform its responsibilities in a timely manner, prevents CGI from or delays CGI in performing the

# CGI

Services for reasons beyond the control of CGI, CGI will be entitled to an equitable adjustment in the schedule, project compensation, or other specifications through a mutually agreed change order.

**IN WITNESS WHEREOF,** the Board of COUNTY Commissioners of Palm Beach COUNTY, Florida, has made and executed this STATEMENT OF WORK No. 7 on behalf of the COUNTY and CONTRACTOR has hereunto set its hand the day and year written above.

ATTEST: PALM BEACH COUNTY, BOARD OF **COUNTY COMMISSIONERS** Ву: \_\_\_\_\_ By: \_\_ Mayor **CONTRACTOR:** WITNESS: CGI Technologies and Solutions Inc. unto Jon Bra Signature BONITA BARBOUR MICHAEL & WAPLE Name (type or print) Name (type or print) **APPROVED AS TO FORM** (Corporate Seal) AND LEGAL SUFFICIENCY Bv:

County Attorney

APPROVED AS TO TERMS AND CONDITIONS

Steve Bordelon By:

**Department Director** 

# Appendix A. PB Upgrade Task Assistance

| Task Description  | CGI Role | County<br>Role | Assumptions/Notes  |
|---|----------|----------------|--|
| <ul> <li>1. Project Management Support The project management hours estimated is based on the project being completed in 8-9 months. This timeline is subject to confirming timeline, scope, and COUNTY resources. Any increase in project duration will result in additional PM hours needed, thus additional costs. </li> <li>CGI will lead and COUNTY will support work on the following project management tasks: <ul> <li>Managing project tasks to project schedules.</li> <li>Bi-monthly project status meetings, agenda and status reports (or as needed).</li> <li>Providing resource coordination planning and scheduling</li> <li>Status tracking/reporting, issue escalation/ resolution.</li> </ul> </li> </ul>  | Lead     | Support        | CGI is responsible for the overall project<br>management; including managing project plan<br>updates, risk issue management, and leading<br>project meeting and status reporting; COUNTY<br>supports.  |
| Deliverable #1: Monthly status report completed<br>Acceptance Criteria: Delivery of status reports  |          |                |  |
| <ul> <li>2. Develop Initial Project Schedule.</li> <li>The initial project schedule will be developed by CGI and further specified and mutually agreed upon at the beginning of the project.</li> <li>Deliverable #2: Brass to PB initial project schedule</li> <li>Acceptance Criteria: Delivery of initial project schedule</li> </ul>  | Lead     | Support        | CGI will provide initial project schedule;<br>COUNTY maintains.  |
| <ul> <li>3. Software Installation (3 environments)</li> <li>COUNTY will provide the hardware and establish the planned environment configuration per the hardware configuration specified in Section 3 of this proposal and 3.11 release notes, plus the COUNTY's reporting tool.</li> <li>Installation of Performance Budgeting and 3rd party software including: <ul> <li>Performance Budgeting - does not include Advantage Business Integrator (ABI) set-up</li> <li>Advantage 3<sup>rd</sup> party software including: <ul> <li>JBoss</li> <li>PDI</li> </ul> </li> <li>PB software patch deployment training - An overview on how to apply PB software patch (up to 4 hours). Effort includes a CGI resource walking through via a workshop approach on the PB patch installation process.</li> </ul> </li> <li>Deliverable # 3: Installation of PB software (one environment)</li> </ul> | Joint    | Joint          | CGI will lead install of PB and the CGI<br>licensed Advantage-related third-party<br>applications (i.e. JBoss, PDI, etc.) for one<br>environment.<br>COUNTY leads installation and performs<br>install of PB and Advantage, reporting tool and<br>3 <sup>rd</sup> party software for the additional<br>environments (2); CGI supports.<br>COUNTY will be responsible for the installation<br>and testing of PB software patches. |

# CGI

| 4. Upgrade Analysis (Functional and Technical)  | Joint   | Joint    | A key project assumption is the that the COUNTY's COA currently in use in Advantage   |
|---|---------|----------|---|
| Analyze Current BRASS processes and<br>configuration  |         |          | Financial System will be used for PB COA;<br>therefore minimal COA mapping analysis and<br>mapping changes are assumed.   |
| Analyze security and forms  |         |          | Assistance with the appropriation functionality (for budget load) is not part of this estimate.   |
|   |         |          | Configuration will be limited to replicating current BRASS functionality in use.  |
| 5. Conversion:  | Lead    | Support  | County plans to obtain data from Advantage  |
| <ul> <li>Confirm analysis results from Task 4 of this<br/>Appendix A.</li> </ul>  |         | <i>c</i> | Financial System and post in PB.  |
| <ul> <li>Create database and load day zero tables<br/>Establish COA format (configuration and for<br/>conversion)</li> </ul>  |         | ×        | Conversion will include only 1 year of prior actual expenditure and revenue data.   |
| Conversion data verification and testing  |         |          | COUNTY is responsible for data verification.  |
| Deliverable # 4: Advantage PB data conversion   |         |          |   |
| Acceptance Criteria: Load of day zero tables in PB  |         |          |   |
| 6. Functional Configuration, Training and Testing<br>Support<br>Application overview and configuration activities to set up   | Joint   | Joint    | Estimate is based on the assumption the<br>COUNTY would handle duplicating users,<br>consolidations, configure security, or duplicate   |
| functionality currently in use in Brass in the PB application, of which includes:   |         |          | spreadsheet views.<br>COUNTY is responsible for end-user training   |
| <ul> <li>Overview and prototyping of Performance<br/>Budgeting, SBFS, Position Maintenance</li> </ul>   | ×       |          | and end-user training documentation development.  |
| <ul> <li>Overview on how to configure budget forms, users,<br/>consolidations, security (roles and ACLS) and<br/>spreadsheet views (does not include instructor-led<br/>baseline training included in Appendix B.)</li> </ul>   |         |          | COUNTY will be responsible for updating<br>system and user documentation.<br>Implementation of PB Performance<br>Management and Captial projects functionality  |
| <ul> <li>Build production tables (review PB and SBFS tables)</li> </ul>   |         |          | is not included in Phase, scope of this SOW.  |
| Perform and review Salary and Benefit Projections   |         |          |   |
| <ul> <li>Functional support for Integration and Testing</li> </ul>  |         |          |   |
| <ul> <li>End User Training/End User Training Material<br/>development</li> </ul>  | Support | Lead     |   |
| 7. Extensions and Technical Support   |         |          | CGI will train COUNTY on how to apply   |
| <ul> <li>Analyze feasibility of providing functionality directly<br/>through the application via documentation tabs and<br/>text fields.</li> </ul>   | Joint   | Joint    | extension (setting up 1 (one) medium<br>complexity extension.   |
| • Establish system settings extensibility (if applicable)<br>Knowledge transfer on how to create extensions<br>(e.g. addition of tabs, baseline fields, text) if need to<br>change the way the baseline application presents<br>itself. (PB database fields) for ongoing maintenance. | Support | Lead     | Assumption is minimal extensions will be<br>needed. COUNTY will create remaining<br>extensions through use of existing fields in the<br>3.11 release. If extensions are needed<br>COUNTY will manage project scope to limit<br>these to ones need for go-live only. |
| <ul> <li>Assist in resolving any general PB technical related<br/>issues (up to 20 hours)</li> </ul>  | Support | Lead     | COUNTY is responsible for any system<br>administration and cycle processing; and will<br>leverage CGI expertise where needed.   |

# CGI

| <ul> <li>8. Interface Development and Testing Support</li> <li>Interface analysis to determine interface<br/>development/migration strategy (assumes a total of<br/>7 interfaces: 4 Advantage Financial interfaces,</li> </ul>  | Joint                                      | Joint | Estimate assumes the COUNTY/CLERK will<br>be primarily responsible for interface<br>development; CGI supports:<br>CGI to develop and update one PDI baseline<br>map (to Advantage Financial)  |
|---|--|-------|---|
| interface to Risk Mgmt. system, HRIS, and payroll system)   |  | -     | CGI will support COUNTY/CLERK with providing information (information such as   |
| Interface design and development  |  |       | where to pull PB data or PB code base) so that  |
| <ul> <li>CGI to provide information on data in<br/>Advantage to support County's/Clerk's<br/>development of remaining 6 interfaces.</li> </ul>  |  |       | County can build remaining interface maps including interface validation support.   |
| <ul> <li>Interface Integration, Testing, and Issue Resolution<br/>support.</li> </ul>   |  |       |   |
| <b>Deliverable # 5:</b> Develop one interface (Advantage Financial/PB interface, PDI format)  |  |       |   |
| Acceptance Criteria: Interface data verified in Test<br>environment   |  |       |   |
| <b>9. Report Design/Development</b> Support<br>COUNTY will be responsible for providing reporting<br>solution for PB, including the report design, report<br>development, report testing and issue resolution.  | Limited to<br>up to 24<br>hours<br>support | Lead  | COUNTY will be responsible for providing<br>reporting solution and reports for solution.<br>Minimal reports are assumed as needed<br>based on current reports used in BRASS.  |
| CGI's support is limited to provide guidance on where<br>information in stored in the PB application database.<br>(tables and fields) to assist the COUNTY''s report<br>development effort.   |  |       | It is assumed the COUNTY will utilize system<br>FSQ (queries) where available which provides<br>ad-hoc capability user friendly inputs and a<br>spreadsheet -like dynamic results grid to allow<br>users to more easily manipulate and slice data<br>to effectively analyze budget numbers. |
| 10. Testing Support: Functional and Technical   | Support                                    | Lead  | COUNTY will be responsible for unit and system testing; CGI supports.   |
| <ul> <li>Development of Testing Plan. COUNTY will prepare<br/>and manage the test plan, including development of<br/>test scripts; CGI supports.</li> </ul>   |  |       | COUNTY provides and manages the test plan;<br>updating the COUNTY specific system   |
| <ul> <li>Unit and system testing of the solution including<br/>submitting software issues to CSG; identifying by<br/>priority only patches needed for go-live.</li> </ul>   |  |       | documentation.  |
| *Unit Testing should start by July to allow CSG sufficient<br>time to provide resolution for any baseline patches<br>needed for go-live.  |  |       |   |
| 11. Production Cutover /Post Implementation<br>Support  | Support                                    | Lead  | COUNTY will lead production cutover<br>activities, system monitoring, etc.; CGI   |
| <ul> <li>Production cutover and readiness planning: CGI and<br/>COUNTY will jointly develop the detailed production<br/>cutover steps. This includes timing, responsible<br/>party, communication mechanism, validation<br/>procedures, and go/no-go signoff criteria.</li> </ul>                         |  |       | supports.   |
| <ul> <li>Production cutover: COUNTY will lead production<br/>cutover execution; CGI supports through<br/>determining tasks/responsibilities that best position<br/>for success. CGI will provide functional and<br/>technical support and guidance as necessary during<br/>production cutover.</li> </ul> |  | ~     |   |
| Transition over to CSG (Customer Support Group)   |  |       |   |
|   | · · · · · · · · · · · · · · · · · · ·      | ·     |   |

| Deliverable # 6. Readiness Planning Template   |  |  |  |
|--|--|--|--|
| <i>Acceptance Criteria</i> : Delivery of readiness planning template to County, for County to update; CGI provides input |  |  |  |
| Deliverable # 7: Production go-live  |  |  |  |
| Acceptance Criteria: PB application is placed in in production environment (can be accessed)                             |  |  |  |

# Appendix B. PB "Optional" Training

|                                     |            |                                | <u> </u>  |
|-------------------------------------|------------|--------------------------------|---|
| Class Description                   | Class      | Estimated<br>Duration<br>(hrs) | Pricing* Notes:   |
| Performance Budgeting (PB) Overview | PB-<br>101 | 4.0                            | \$1,300 Overview of PB application key features and<br>functionality.   |
| PB Salary and Benefits Forecasting  | PB-<br>302 | 6.0                            | \$1,920 This course is a detailed discussion and exploration of<br>the salary and benefits reference data. The focus of<br>this course is the configuration and setup of the salary<br>and benefits forecasting tables.   |
| PB Budget Forms                     | PB-<br>303 | 6.0                            | \$1,920 This course is a detailed discussion and exploration of the budget forms reference data. The focus of this course is the configuration and setup of budget layout table and related reference data tables.  |
| PB Additional Features              | PB-<br>304 | 4.0                            | \$1,300 This course a detailed discussion and exploration of<br>the budget form ranking and control tools, projections,<br>allocations and formatted system queries. The focus of<br>this course is the configuration, setup and use of these<br>additional features. |
| PB Security and Workflow            | PB-<br>306 | 4.0                            | \$1,300<br>This course is a detailed discussion and exploration of<br>security and workflow features of the performance budg<br>application. The focus of this course is the configuration<br>set up of the security tables.  |
| PB Technical Features               | PB-<br>307 | 4.0                            | \$1,300 Detailed exploration of technical processes that the<br>implementation resources will need to be familiar with;<br>specifically the configuration of the import/export utility,<br>and batch job tools  |
| Pervasive Data Integrator (PDI)     | T-505B     | 8.0                            | \$ 2,560 Tool used for interface development.   |
| Total:                              |            | 36                             | \$11,600  |

Deliverable: Delivery of traing class Deliverable acceptance: Completion of each training class

\*Remote instructor led training pricing above is based on 8 attendees (minimum training class size pricing).

### TWENTY-SECOND 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-SECOND AMENDMENT** ("AMENDMENT") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2016, by and between Palm Beach County, a political subdivision of the State of Florida (the "COUNTY") and CGI Technologies and Solutions Inc. (the "CONTRACTOR" or "CGI").

**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, upgrade existing Third Party Products, and add 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 or inconsistency between the provision set forth in the AMENDMENT and the CONTRACT, this AMENDMENT shall govern and control.

### 2. Additional and Upgraded Software Products and Associated Fees

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. Upgrade of Licensed Software

Section 1 (Licensed Software) of Attachment A to CONTRACT Exhibit B is amended to reflect the upgrade at no charge of CGI Advantage BRASS to CGI Advantage Performance Budgeting.

### b. Addition of New Third Party Products

Section 6 (Third Party Products) of Attachment A to CONTRACT Exhibit B is modified by adding the following Third Party Products on a subscription basis to the list of existing Third Party Products, and associated end user terms are added as Schedule 1 to Attachment A:

Red Hat JBoss Enterprise Application Platform with Management Premium (Production) – 4 cores

Red Hat JBoss Enterprise Application Platform with Management Premium

CGI Technologies and Solutions Inc. Twenty-Second Amendment 1 of 9

(Non-Production) – 4cores

### c. Upgrade of Third Party Products

Section 6 (Third Party Products) of Attachment A to CONTRACT Exhibit B is further modified to reflect the following upgrades to Third Party Products:

Pervasive Data Integrator Pro Development – (2) CPU License, multi-threaded upgrade to 2-core each.

Pervasive Data Integrator Pro Engine – (2) CPU License, single-threaded (1 prod/1 non production) upgraded to 2-core each

### d. License Fee for Upgraded Third Party Products

Section 5 (License Fee) of Attachment A to CONTRACT Exhibit B is modified to reflect license fee in the amount of \$7,371.43 resulting from the upgrade of Third Party Products specified in Section 2.c of this AMENDMENT.

### 3. Additional Maintenance Services and Associated Fees

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

### a. Maintenance Fees for Added and Upgraded Third Party Products

Section 2 (Maintenance Fee) of Exhibit C.1.A to the CONTRACT is modified by adding the maintenance fee in the amount of \$10,398.13 for the Third Party Products added and upgraded in this AMENDMENT for the maintenance period October 1, 2015 – September 30, 2016.

### 4. Payment Terms

The license fee specified in Section 2.d and the maintenance fee specified in Section 3.a of this AMENDMENT are due from and payable by the COUNTY 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.

Reminder of Page Left Blank

CGI Technologies and Solutions Inc. Twenty-Second Amendment 2 of 9

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

ATTEST:

PALM BEACH COUNTY, BOARD OF COUNTY COMMISSIONERS CHAIR

Ву: \_\_\_

Signature

MAYOR

By:

**CONTRACTOR:** 

CGI Technologies and Solutions Inc.

WITNESS:

Signature

BONITA BARB

Name (type or print)

'm/q Signature

MiCHAGL

Name (type or print)

(Corporate Seal)

**APPROVED AS TO FORM** AND LEGAL SUFFICIENCY

By: **County Attorney** 

APPROVED AS TO TERMS AND CONDITIONS

Steve Bordelon By:

**Department Director** 

CGI Technologies and Solutions Inc. Twenty-Second Amendment 3 of 9

## Attachment A to Exhibit B

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

1. <u>Licensed Software</u>. CONTRACTOR is licensing to COUNTY the following computer software components, comprising the Software:

CGI Advantage<sup>®</sup> 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 Performance Budgeting

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 machinereadable media.

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

Documentation for Third Party Products is available on the applicable third party website.

3. <u>License Type</u>. 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. <u>Work That May Be Processed</u>. The COUNTY may only use the Software to process the COUNTY's own work.

CGI Technologies and Solutions Inc. Twenty-Second Amendment 4 of 9

5. <u>License Fee</u>. The licenses specified in Section 1 and 6 of this Attachment A are granted to the COUNTY for a License Fee of \$7,371.43 in accordance with the following schedule:

| Licensed Software                                   | License Fee   |
|---|---------------|
| Previously Licensed Software                        | \$528,290.00  |
| Previously Licensed Third Party<br>Products         | \$131,732.00  |
| New and Upgraded Licensed Third<br>Party Products * | \$7,371.43    |
| Total License Fee                                   | \$ 667,393.43 |

\* The License Fee of \$7,371.43 is payable 100% upon execution of this Agreement.

6. <u>Third Party Products.</u> 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

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

All Red Hat products are subject to the End User Terms attached to this Attachment A as Schedule 1

Eclipse BIRT Engine (Production) – 2 core

Eclipse BIRT Engine (Non-Production) – 2 core

Includes unlimited designer licenses

CGI Technologies and Solutions Inc. Twenty-Second Amendment 5 of 9

### New Third Party Products Added Pursuant to this AMENDMENT

Red Hat JBoss Enterprise Application Platform with Management Premium (Production) – 4 cores

Red Hat JBoss Enterprise Application Platform with Management Premium (Non-Production) – 4 cores

All Red Hat products are subject to the End User Terms attached to this Attachment A as Schedule 1

### Third Party Product Upgrades Added Pursuant to this AMENDMENT

Pervasive Data Integrator Pro Development – (2) CPU License, multi-threaded upgrade to 2-core each.

Pervasive Data Integrator Pro Engine – (2) CPU License, single-threaded (1 prod/1 non production) upgraded to 2-core each

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. <u>Warranties</u>. 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 indemnification or warranty of any kind with respect to the Third Party Products.

CGI Technologies and Solutions Inc. Twenty-Second Amendment 6 of 9

### Schedule 1

# END USER TERMS AND CONDITIONS JBOSS ® ENTERPRISE MIDDLEWARE

These End User Terms and Conditions ("EULA") are included as Attachment X to Exhibit A to the CGI Technologies and Solutions Inc. ("CGI") Proprietary Software License Agreement ("License Agreement") between CGI and Client, which commences on the Effective Date noted in the License Agreement, and govern Client's use of the JBoss Enterprise Middleware and any related updates, source code, appearance, structure and organization (the "**Programs**"), regardless of the delivery mechanism. By entering into the License Agreement, the Client has agreed to comply with the terms and conditions of the EULA and acknowledges that CGI's obligations to Client under the License Agreement with respect to the Programs are limited to the obligations of Red Hat, Inc. specified in the EULA. For purposes of EULA, the term "parties" refers to Client and Red Hat, Inc. and, to the extent applicable, CGI.

1. License Grant. Subject to the following terms, Red Hat, Inc. ("Red Hat") grants to you a perpetual, worldwide license to the Programs (each of which may include multiple software components) pursuant to the GNU Lesser General Public License v. 2.1. With the exception of certain image files identified in Section 2 below, each software component is governed by a license that permits you to run, copy, modify, and redistribute (subject to certain obligations in some cases) the software component. This EULA pertains solely to the Programs and does not limit your rights under, or grant you rights that supersede, the license terms applicable to any particular component.

2. Intellectual Property Rights. The Programs and each of their components are owned by Red Hat and other licensors and are protected under copyright law and under other laws as applicable. Title to the Programs and any component, or to any copy, modification, or merged portion shall remain with Red Hat and other licensors, subject to the applicable license. The "JBoss" trademark, "Red Hat" trademark, the individual Program trademarks, and the "Shadowman" logo are registered trademarks of Red Hat and its affiliates in the U.S. and other countries. This EULA does not permit you to distribute the Programs using Red Hat's trademarks, regardless of whether they have been modified. You may make a commercial redistribution of the Programs only if (a) permitted under a separate written agreement with Red Hat authorizing such commercial redistribution or (b) you remove and replaced all occurrences of Red Hat trademarks and logos. Modifications to the software may corrupt the Programs. You should read the information found at <a href="http://www.redhat.com/about/corporate/trademark/">http://www.redhat.com/about/corporate/trademark/</a> before distributing a copy of the Programs.

3. Limited Warranty. Except as specifically stated in this Section 3, a separate agreement with Red Hat, or a license for a particular component, to the maximum extent permitted under applicable law, the Programs and the components are provided and licensed "as is" without warranty of any kind, expressed or implied, including the implied warranties of merchantability, non-infringement or fitness for a particular purpose. Red Hat warrants that the media on which the Programs and the components are provided will be free from defects in materials and manufacture under normal use for a period of 30 days from the date of delivery to you. Neither Red Hat nor its affiliates warrant that the functions contained in the Programs will meet your requirements or that the operation of the Programs will be entirely error free, appear or perform precisely as described in the accompanying documentation, or comply with regulatory requirements. This warranty extends only to the party that purchases subscription services for the Programs from Red Hat and/or its affiliates or a Red Hat authorized distributor.

4. Limitation of Remedies and Liability. To the maximum extent permitted by applicable law, your exclusive remedy under this EULA is to return any defective media within 30 days of delivery along with a copy of your payment receipt and Red Hat, at its option, will replace it or refund the money you paid for the media. To the maximum extent permitted under applicable law, under no circumstances will Red Hat, its affiliates, any Red Hat authorized distributor, or the licensor of any component provided to you under this EULA be liable to you for any incidental or consequential damages, including lost profits or lost savings arising out of the use or inability to use the Programs or any component, even if Red Hat, its affiliates, an authorized distributor, and/or licensor has been advised of the possibility of such damages. In no event shall Red Hat's or its affiliates' liability, an authorized distributor's liability or the liability of the licensor of a component provided to you under this EULA exceed the amount that you paid to Red Hat for the media under this EULA.

**5. Export Control.** As required by the laws of the United States and other countries, you represent and warrant that you: (a) understand that the Programs and their components may be subject to export controls under the U.S. Commerce Department's Export Administration Regulations ("EAR"); (b) are not located in a prohibited destination country under the EAR or U.S. sanctions regulations (currently Cuba, Iran, Iraq, North Korea, Sudan and Syria, subject to change as posted by the United States government); (c) will not export, re-export, or transfer the Programs to any prohibited destination, persons or entities on the U.S. Bureau of Industry and Security Denied Parties List or Entity List, or the U.S. Office of Foreign Assets Control list of Specially Designated Nationals and Blocked Persons, or any similar lists maintained by other countries, without the necessary export license(s) or authorizations(s); (d) will not use or transfer the Programs for use in connection with any nuclear, chemical or biological weapons, missile technology, or military end-uses where prohibited by an applicable arms embargo, unless authorized by the relevant government agency by regulation or specific license; (e) understand and agree that if you are in the United States and export or transfer the Programs to eligible end users, you will, to the extent required by EAR Section 740.17(e), submit semi-annual reports to the Commerce Department's Bureau of Industry and Security, which include the name and address (including country) of each transferee; and (f) understand that countries including the United States may restrict the import, use, or export of encryption products (which may include the Programs and the components) and agree that you shall be solely responsible for compliance with any such import, use, or export restrictions.

CGI Technologies and Solutions Inc. Twenty-Second Amendment 7 of 9

6. Third Party Programs. Red Hat may distribute third party software programs with the Programs that are not part of the Programs. These third party software programs are not required to run the Programs, are provided as a convenience to you, and are subject to their own license terms. The license terms either accompany the third party software programs or can be viewed at <a href="http://www.redhat.com/licenses/thirdparty/eula.html">http://www.redhat.com/licenses/thirdparty/eula.html</a>. If you do not agree to abide by the applicable license terms for the third party software programs, then you may not install them. If you wish to install the third party software programs on more than one system or transfer the third party software programs to another party, then you must contact the licensor of the applicable third party software programs.

7. General. If any provision of this EULA is held to be unenforceable, the enforceability of the remaining provisions shall not be affected. Any claim, controversy or dispute arising under or relating to this EULA shall be governed by the laws of the State of Florida and of the United States, without regard to any conflict of laws provisions. The rights and obligations of the parties to this EULA shall not be governed by the United Nations Convention on the International Sale of Goods.

CGI Technologies and Solutions Inc. Twenty-Second Amendment 8 of 9

### Exhibit C

# CGI Technologies and Solutions Inc. Proprietary Software Maintenance Agreement

1. <u>Maintenance Period.</u> The Maintenance Period is the period beginning October 1, 2011 and ending September 30, 2016.

| Maintenance Period                       | Current<br>Maintenance<br>Fees | Maintenance<br>Fees Added with<br>this Amendment | Total Annual<br>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                   | \$10,398.13                                      | \$ 674,536.26       |

2. <u>Maintenance Fee.</u> The maintenance fee for the following periods shall be:

\* Maintenance fee of \$10,398.13 for the maintenance services for the New and Upgraded 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. <u>Software.</u> The maintenance services under this CONTRACT are provided with respect to the Software outlined in Attachment A of the Proprietary Software License Agreement.
- 4. <u>License Agreement.</u> 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.

CGI Technologies and Solutions Inc. Twenty-Second Amendment

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2016 - 07/6

### BOARD OF COUNTY COMMISSIONERS PALM BEACH COUNTY, FLORIDA BUDGET TRANSFER

### **FUND 3901 - INFORMATION TECHNOLOGY CAPITAL IMPROVEMENTS**

|   |                    |                   |              |                                       |                      | BGEX 490 041116 * 12                        | 02                   |
|---|--------------------|-------------------|--------------|---------------------------------------|----------------------|---|----------------------|
| ACCOUNT NAME AND NUMBER   | ORIGINAL<br>BUDGET | CURRENT<br>BUDGET | INCREASE     | DECREASE                              | ADJUSTED<br>BUDGET   | EXPENDED/<br>ENCUMBERED<br>AS OF 04/11/2016 | REMAINING<br>BALANCE |
| Expenditures  |                    |                   |              | •.                                    |                      |   |                      |
| 491-I342-6405 Data Processing Equipment<br>491-I344-5121 Data Processing Software / Accessories | 1,286,005<br>0     | 1,286,005<br>0    | 0<br>243,370 | 243,370<br>0                          | 1,042,635<br>243,370 | 138,650<br>0                                | 903,985<br>243,370   |
| TOTAL APPROPRIATIONS & EXPENDITURES   |                    |                   | 243,370      | 243,370                               |                      |   |                      |
|   |                    |                   |              |                                       |                      |   |                      |
| Dffice of Financial Management and Budget   | Signatures & Dates |                   |              | · · · · · · · · · · · · · · · · · · · | BY BOARD OF CO       | UNTY COMMISSION                             | ERS                  |

INITIATING DEPARTMENT/DIVISION Administration/Budget Department Approval OFMB Department - Posted

| Steve Bordelon, Director, ISS | Steve Bordelon 4 | /11/16 |
|-------------------------------|------------------|--------|
|                               | Shen m           | 4/4/6  |
|                               | 0.               |        |

AT MEETING OF

April 19, 2016

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Deputy Clerk to the Board of County Commissioners

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