

**Submitted for:** Office of Financial Management & Budget (OFMB)

## II. FISCAL IMPACT ANALYSIS

### A. Five Year Summary of Fiscal Impact

<b>Fiscal Years</b>	<b><u>2018</u></b>	<b><u>2019</u></b>	<b><u>2020</u></b>	<b><u>2021</u></b>	<b><u>2022</u></b>
Capital Expenditures	\$0	0	0	0	0
Operating Costs	\$0	\$0	\$0	\$0	\$0
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>
<b>NET FISCAL IMPACT</b>	<b><u>\$0</u></b>	<b><u>\$0</u></b>	<b><u>\$0</u></b>	<b><u>\$0</u></b>	<b><u>\$0</u></b>

# Additional FTE

### Positions (Cumulative)

0

0

C

0

0

**Is Item Included in Current Budget?**

Yes **X**

No

Expenditure Budget Number:

Fund:

Dept: \_\_\_\_\_

Unit: \_\_\_\_\_

Object: \_\_\_\_\_

Does this item require Federal funds? Yes \_\_\_\_\_ No  X

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

### C. Department Fiscal Review:

### **III. REVIEW COMMENTS**

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

*[Handwritten signature]*  
OFMB

OFMB

(2/m) 7/25 877/4  
R 7/29

Contract Development and Control

## Contract Development and Control

**B. Legal Sufficiency:**

W.L. 8/9/18

Assistant County Attorney

**C: Other Department Review:**

Department Director

**TWENTY-FOURTH 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-FOURTH AMENDMENT** ("AMENDMENT") is made and entered into on this date, \_\_\_\_\_, 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. Changes to Software Products and Associated Fees**

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

**a. Licensed Software**

Section 1 (Licensed Software) of Attachment A to CONTRACT Exhibit B is amended to reflect the addition, at no charge, of CGI Advantage 1099 Reporting

**b. Third Party Products**

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

1099 Convey Desktop Edition – 1 User; 3,000 Transactions – maintenance services cancelled with this Amendment

**c. 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:

1099 Convey Desktop Edition – 1 User; 3,000 Transactions - maintenance services cancelled with this Amendment

There are no fees associated with changes associated to this Amendment

### **3. Payment Terms**

There is no payment due for the changes associated with this Amendment.

*Reminder of Page Left Blank*

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida, has made and executed this TWENTY-FOURTH 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, BY ITS BOARD OF  
COUNTY COMMISSIONERS


Sharon R. Bock, Clerk & Comptroller

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Melissa McKinlay, Mayor


APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND CONDITIONS

By:   
County Attorney

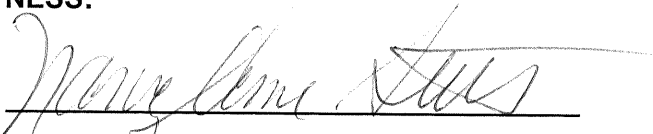
By: Steve Bordelon  
Steve Bordelon, CIO, ISS

CGI TECHNOLOGIES AND SOLUTIONS INC.

By:   
[Signature]

PATRICK J. COLACICCO - VICE PRESIDENT  
[Printed Name and Title]

WITNESS:

By:   
[Signature]

Nancy Anne Stellato  
[Printed Name and Title]

**Attachment A to Exhibit B**  
**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:

- Asset Management
- Financial Management Base System
- Inventory Management
- Project and Grants Management
- Treasury Accounting
- CGI Advantage 1099 Reporting - Added with this Amendment

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 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 Third Party Products 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 License Fees previously paid. The Software added with this Amendment is accepted upon execution of this Amendment.

Licensed Software	License Fee
Previously Licensed Software	\$528,290.00
Previously Licensed Third Party Products	\$139,103.43
<b>Total License Fee</b>	<b>\$667,393.43</b>

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:
- 1099 Convey Desktop Edition – 1 User; 3,000 Transactions – maintenance services cancelled with this Amendment
- Action Data Integrator Professional Development 2 Core - 2 License  
Action Data Integrator Professional Engine Production, 2 Core – 1 License  
Action Data Integrator Professional Engine Non-Production, 2 Core – 1 License
- Adobe Present Central Pro - CPU & 10 Print Locations (1 prod/1 non prod)  
Adobe Present Output Designer (2 named user licenses)  
*\*Maintenance services for Adobe Present Central Pro and Adobe Present Output Designer cancelled July 2016.*
- Adobe RoboHelp® Office (1 user license)
- Eclipse BIRT Engine (Production) – 2 core  
Eclipse BIRT Engine (Non-Production) – 2 core  
*Includes unlimited designer licenses*
- Monsell EDM (DELTAXML) - 1 Site License
- 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  
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 as Schedule 1 to to Amendment 23 Attachment A]*
- Versata Logic Server (1 Site license in object code form only)  
Versata Logic Studio (2 user license in object code form only)

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 indemnification or warranty of any kind with respect to the Third Party Products.



**Exhibit C**  
**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	Maintenance Fee
October 1, 2016 - September 30, 2017	\$640,809.45
October 1, 2017 - September 30, 2018	\$660,033.73
October 1, 2018 - September 30, 2019	\$679,834.74
October 1, 2019 - September 30, 2020	\$700,229.78
October 1, 2020 - September 30, 2021	\$721,236.68

After September 30, 2021, 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. COUNTY has chosen to discontinue maintenance on the following products. Therefore, these products will not be eligible for standard maintenance, patches or upgrades. If, at a later date, COUNTY choses to reinstate these products under maintenance or for an upgrade, CGI may charge back maintenance or a new license fee, whichever is less. Maintenance services do not include the following Software and Bundled Software Products:
- a. 1099 Convey Desktop Edition – 1 User; 3,000 Transactions - maintenance services cancelled with this Amendment
  - b. Adobe Present Central Pro – CPU & 10 Print Locations (1 prod/1 non prod) maintenance services cancelled July 2016
  - c. Adobe Present Output Designer (2 named user licenses) – maintenance services cancelled July 2016
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.