

SECOND AMENDMENT TO THE
SUPPORT AND MAINTENANCE AGREEMENT

Between

BROWARD COUNTY

and

CGI TECHNOLOGIES AND SOLUTIONS, INC.

f/k/a

CGI-AMS INC.

f/k/a

AMERICAN MANAGEMENT SYSTEMS, INCORPORATED

d/b/a AMS OF DELAWARE, INC.

This is the Second Amendment to the Support and Maintenance Agreement ("Second Amendment") between: Broward County, a political subdivision of the state of Florida, hereinafter referred to as "COUNTY,"

AND

CGI TECHNOLOGIES AND SOLUTIONS, INC. (f/k/a CGI-AMS INC. and f/k/a AMERICAN MANAGEMENT SYSTEMS, INCORPORATED), an active Delaware corporation, duly authorized and registered to do business in the state of Florida, hereinafter referred to as "CGI."

WHEREAS, COUNTY and CGI (the "Parties") entered into a Support and Maintenance Agreement executed by COUNTY on January 6, 2004 (the "Support Agreement"), wherein CGI agreed to provide COUNTY with support and maintenance for the Software specified and more fully set forth and described in the Support Agreement; and

WHEREAS the Parties entered into a First Amendment to the Support Agreement on September 23, 2008, for the purpose of extending the term of the Support Agreement for an additional two (2) years through September 30, 2010; and

WHEREAS, the Support Agreement is set to expire on September 30, 2010; and

WHEREAS, CGI and COUNTY mutually desire to extend the term of the Support Agreement.

NOW, THEREFORE,

IN CONSIDERATION of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, COUNTY and CGI agree as follows:

1. The Parties hereby agree to extend the Support Agreement for an additional one (1) year Maintenance Period, commencing on October 1, 2010 through September 30, 2011.
2. The total maintenance fee for the annual Maintenance Period commencing October 1, 2010, shall be Three Hundred Sixty-two Thousand Five Hundred Forty-two and 28/100 Dollars (\$362,542.28).
3. The Parties agree that this Second Amendment shall take effect on the date of complete execution by both parties. In the event of a conflict between the terms and conditions of the Support Agreement, as amended by the First Amendment and this Second Amendment, the provisions of the Second Amendment shall control and govern the obligations and duties of the Parties.

(The remainder of this page is intentionally left blank.)

IN WITNESS WHEREOF, the Parties hereto have made and executed this Second Amendment to the Support Agreement: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the ____ day of _____, 2010, and CGI, signing by and through its duly authorized person, who represents that he/she is duly to execute same.

COUNTY

ATTEST:

BROWARD COUNTY, by and through
its Board of County Commissioners

Broward County Administrator, as
Ex-officio Clerk of the Broward County
Board of County Commissioners

By _____
Mayor

County Administrator

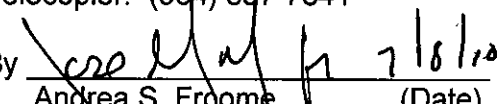
____ day of _____, 2010

Approved as to Insurance
Requirements by Risk
Management Division



Authorized Signature

Approved as to form by
Office of the County Attorney
Broward County, Florida
JEFFREY J. NEWTON, County Attorney
Broward County Governmental Center
Suite 423
115 South Andrews Avenue
Fort Lauderdale, FL 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-7641

By 

Andrea S. Froome (Date)
Senior Assistant County Attorney

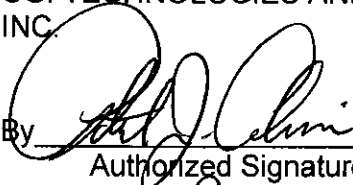
SECOND AMENDMENT TO THE SUPPORT AND MAINTENANCE AGREEMENT
BETWEEN BROWARD COUNTY AND CGI TECHNOLOGIES AND SOLUTIONS, INC.
f/k/a CGI-AMS, INC. f/k/a AMERICAN MANAGEMENT SYSTEMS, INCORPORATED
d/b/a AMS OF DELAWARE, INC.

CGI

WITNESSES:

CGI TECHNOLOGIES AND SOLUTIONS,
INC.

E. Bennett
Signature

By 
Authorized Signature

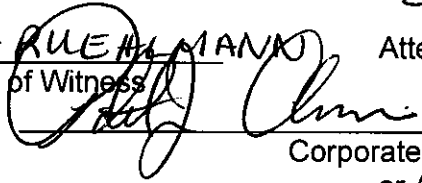
ELAINE BENNETT
Print Name of Witness

Print Name: Patrick J. Colacaro
Title: Vice President

Wendy Ruehlmann
Signature 7 day of July, 2010.

WENDY RUEHLMANN
Print Name of Witness

Attest:


Corporate Secretary
or Authorized Signature

(CORPORATE SEAL)