SERIAL 04069 SS AMERICAN MANAGEMENT SYSTEMS PERPETUAL AGREEMENT

DATE OF LAST REVISION: June 23, 2010 CONTRACT END DATE: June 30, 2020

CONTRACT PERIOD BEGINNING APRIL 11, 1990
ENDING APRIL 30, ~~2010~~ 2020

TO: All Departments

FROM: Department of Materials Management

SUBJECT: Contract for **AMERICAN MANAGEMENT SYSTEMS PERPETUAL AGREEMENT**

The using agency and other interested parties may access and electronic version of this contract from the Materials Management Web site at:
http://www.maricopa.gov/materials/Awarded_Contracts/search.asp.

Please note: Price Agreement Purchase Orders (PG documents) may be generated using the information from this list. Use NIGP CODE 2091101

All purchases of product(s) listed on the attached pages of this letter are to be obtained from the listed contractor(s).

MARICOPA COUNTY BOARD OF SUPERVISORS

AGENDA FORM

FILE

Contract/Lease for ☒ NEW ☐ RENEWAL ☐ AMENDMENT ☐ CANCELLATION
(for existing, record Encumbrance No. below)

LOW ORG. NO. _____ DEPARTMENT: Finance, Materials Management, Risk Management, Personnel Superintendent of School CONTROL NUMBER: _____

ENCUMBRANCE NO. S 89426-RFP AGENCY: Administration FISC CONTROL NUMBER: 90001 ISC 90-008

1. BRIEF DESCRIPTION OF PROPOSAL AND REQUESTED BOARD ACTION:

On February 6, 1989 the Board of Supervisors authorized the Administration FISC and the various agencies involved the authority to begin the selection and implementation process for financial, human resources and materials management systems. The software for this project has been selected subject to Board approval. It is recommended, with the full concurrence of the consultant, Andersen Consulting, by the AFISC, Finance, Materials Management, Risk Management, Personnel and the Superintendent of Schools that Serial 89426-RFP, Software Systems Administrative Mainframe Computer be awarded to American Management Systems, Inc. (AMS) for the financial and materials management systems and Integral Systems, Inc. (ISI) for human resources. Award will be subject to the successful negotiation of contract terms and conditions at a cost not to exceed $1,700,000.

This project is part of the 1986 Bond Program and has been approved by the Citizen Bond Oversight Committee and Bond Council. 1986 Bond -Ballot Question Number 4 - Renovation Construction of Public Service Facilities, Administrative Mainframe Computer System.

2. Compliance with Maricopa County Procurement Code 3 (article) . MC1 329 (paragraph) . Dennis J Hagan (Procurement Officer)

3. CONTINUED FROM MEETING OF
DISCUSSED IN MEETING OF

4. ☐ THIS DEPARTMENT WILL CAUSE PUBLICATION
☐ CLERK OF THE BOARD TO CAUSE PUBLICATION

5. MOTION: It is moved that the Maricopa County Board of Supervisors . . .

Approve awards on Serial 89426-RFP, Software Systems Administrative Mainframe Computer, to American Management Systems, INc. (AMS) and Integral Systems, Inc. (ISI) subject to successful negotiations of terms and conditions not to exceed $1,700,000 for the purchase of software and required modifications. Funding Source is 1986 Bond Funds.

6. FINANCIAL: ☒ Expenditure ☐ Revenue ☒ Budgeted ☐ Contingency ☐ Budget Amendment ☐ Transfer ☐ Grant or other

Total	Fund	Financial Officer	Date
Not to exceed $ 1,700,000	Short-Term 1986 Bonds	Ray O Arnold	4-11-90

7. PERSONNEL:
Nelesie S Dusick — Personnel Director — Date 4/11/90

8. DEPARTMENT:
Department Director — Date 4/11/90
The Hamilton 4-11-90
Agency Recommendation by — Date 4/11/90

9. AFISC CHAIRMAN:
A. Materials Management Director — Date 4/11/90
B. W/MBE Representative — Date 4/11/90

10. LEGAL: Approved as to form and within the powers and authority granted under the laws of the state of Arizona to the Maricopa County Board of Supervisors.
No opinion re: use of bond funds
Judith L. Rice — Deputy County Attorney — Date 4-11-90

11. ISC:
Signature — Date 4/16/90

12. APPROVED FOR AGENDA:
Approving Official — Date

13. CISSC
Signature — Date 4/16/90

14. BOARD OF SUPERVISORS: Action Taken:
☒ Approved ☐ Amended ☐ Disapproved ☐ Deleted
Continued to: _____ (Date and type of meeting)
Clerk of the Board — Date MAY 07 1990

15. RECOMMENDATION OF COUNTY MANAGER:
☒ Approve ☐ Disapprove
Comments:
Don E McDaniel Jr — acting County Manager — Date 4/30/90

1300-006 R7-89

RFP
8942CRFP

AMERICAN MANAGEMENT SYSTEMS

M A G I C

September 1990

Master License and Services Agreement
Between Maricopa County, Arizona and
American Management Systems, Inc.

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Article I - Names of Contracting Parties and Definitions

A. Agreement and Parties

Maricopa County, Arizona (The "County") and American Management Systems, Inc. ("AMS") agree that the application software (the "Software"), including source code, maintenance, and other services specified below will be provided pursuant to the terms and conditions of this Agreement (the "Agreement"). The County and AMS may be referenced below collectively as "The Parties".

This Agreement consists of the following, each of which is incorporated herein by this reference:

1. This document, hereinafter referred to as the "Master Agreement";
2. Exhibit A to this Master Agreement, entitled "Request for Proposals, Serial 89426-RFP", hereinafter referred to as "Exhibit A";
3. Exhibit B to this Master Agreement, Proposal of AMS dated January 10, 1990, hereinafter referred to as "Exhibit B";
4. Exhibit C to this Master Agreement, Maricopa County Procurement Code Section MCI - 906, hereinafter referred to as "Exhibit C";
5. Exhibit D to this Master Agreement, entitled "LGFS Documentation", hereinafter referred to as "Exhibit D";
6. Exhibit E to this Master Agreement, entitled "AMS Standard Rates for Services", hereinafter referred to as "Exhibit E";
7. Exhibit F to this Master Agreement, entitled "Source Code Escrow Agreement", hereinafter referred to as "Exhibit F";
8. Exhibit G to this Master Agreement, entitled "Modifications", hereinafter referred to as "Exhibit G";
9. Exhibit H to this Master Agreement, entitled "County Travel Policy", hereinafter referred to as "Exhibit H", and
10. Exhibit I to this Master Agreement, entitled "Supported Technical Environments for PC Products", hereinafter referred to as "Exhibit I".
11. Should any term or condition in this Master Agreement conflict with any term or condition in Exhibits A and/or B, the Parties hereby acknowledge and agree that the terms and conditions in the Master Agreement shall control.
12. Should any term or condition in Exhibit A conflict with any term or condition in Exhibit B, the Parties hereby acknowledge and agree that the terms and conditions in Exhibit B shall control.

B. Definitions

Accept, Accepted or Acceptance - written notice from County to AMS that the Software, Modified Software, or Design Documentation, as applicable, meets the Specifications.

Delivery - for Software, receipt by County of the Software, source codes, and related documentation; for Modified Software, receipt by County of the Modified Software, source code, and updated documentation incorporating

the modifications.

Design Documentation - a specification initially developed by AMS, and subsequently agreed to in writing by the County, which sets forth the exclusive description of the functions, features and other relevant characteristics of a modification, and which contains the schedule for performing the modification.

Modified Software - software listed in Article IV(A) altered by AMS in accordance with the agreed upon Design Documentation.

Out-of-Pocket Expenses - including those for reasonable travel, living, meal and other incidental expenses incurred by AMS or its personnel in accordance with the County's travel policy, a copy of which is attached hereto and incorporated herein by this reference as Exhibit H.

Production - when the Modified Software is in use by the County on a daily basis.

Software - items listed in Article IV(A).

Specifications - with respect to Software, the specifications contained in the manuals listed in Exhibit D, together with those specifications contained in Exhibit B for which AMS indicated that the function is provided by the Software or will be provided in Release 12.0 of the Software, as those specifications may be revised over time in new releases of the Software;

- with respect to Modified Software, the specifications for the Software, as further revised by the Design Documentation;
- with respect to Design Documentation, a design for each modification at a level of detail sufficient for programming to commence and which provides for that modification the functions described in Exhibit G.

Article II - Term

The term of this Agreement shall commence on the date of execution of this Agreement by the last party to do so and shall continue, unless earlier terminated in accordance with the terms and conditions contained herein, until termination or expiration of the Software License. The term of the Software license shall be as indicated in Article IV(H). License terms for optional software shall be as indicated in the applicable amendment to this Master Agreement.

Article III - Project Contacts

A. Assignment of Project Contacts

AMS shall assign the following individuals to serve as Project Contacts for purposes of this Agreement. Resumes will be provided to the County's Project Coordinator as listed in Article V(A).

Project Contacts: C.R. Wilkinson, Materials Management Systems

Dave Albert, Financial Systems

B. Changes in Project Contacts

The County has the right to approve or disapprove any proposed change from the individuals named in Article III (A); provided, however, that the County shall reasonably exercise such right to approve or disapprove and will not unreasonably fail to give its approval to any proposed changes. The Project Coordinator, as listed in Article V(A), shall be provided with a resume of any proposed substitute, and shall be given the opportunity to interview that person prior to the decision to approve or disapprove.

Article IV - Scope of Work and Responsibilities of AMS

A. Licensed Software

AMS will license to the County the following Software and source code, in machine readable and printed form, which shall include existing comments, remarks and program documentation:

Software	Price
LGFS, Release 12.0 (MVS/CICS/VSAM version)	$249,500
Advanced Budget Preparation	30,000
Fixed Assets	30,000
Extended Purchasing System	60,000
Inventory Control	55,000
Personal Computer Interface (for use at twenty (20) sites) (PCI)	5,000
Report Painter (for use at twenty (20) sites)	5,000
Cost Allocation	30,000
Job Cost	30,000
Inquirer/Imagine	25,000
Report Distribution	15,000
Total:	534,500
Discount:	- 58,625
Discounted Total:	$475,875
Additional fee for County right to make unlimited copies of PCI and Report Painter for use at County facilities, and for AMS to provide Enhancements for twenty (20) copies of PCI and Report Painter:	$ 5,000
Total Licensed Software:	$480,875

AMS will deliver to the County all source code at the same time it delivers the Software to the County, except for source code for the Inquirer/Imagine software to which AMS does not hold title. AMS shall deliver to the County three (3) machine readable copies of the Software, Modified Software, and source code, and one (1) copy of the Software and Modified Software source code in printed format.A copy of the source code for the Inquirer/Imagine software is currently in escrow pursuant to that certain Escrow Agreement, a copy of which is attached hereto as Exhibit F and is incorporated herein by this reference. If AMS receives a copy of the source code for the Inquirer/Imagine software pursuant to the terms of the Escrow Agreement attached hereto as Exhibit F, it will promptly provide a copy to the County for use by the County in accordance with the Master Agreement.

Prior to delivery of the software, the County shall notify AMS which technical version of the PC product software AMS shall deliver. The County shall make its selection from those versions listed in Exhibit I. The County understands

that AMS shall provide ongoing maintenance services only for those environments so noted in Exhibit I. However, County may request AMS to deliver any of the versions listed.

B. Optional Software

The County may elect, within three years from the commencement date of this Master Agreement, to exercise the option to license any or all of the optional software at the prices listed below:

Options	Option Price
Work Order Option	$37,500
Fleet Management Option (must have Work Order)	37,500
DB2/CICS Data Base Version	45,000

C.1. Modified Software

AMS will provide modifications to the Software and source code for the Software listed in Article IV(A).

The modifications to be implemented by AMS, and the cost for such modifications, are listed in Exhibit G, attached hereto and incorporated herein by this reference. AMS will own the modifications and license the modifications to the County pursuant to this Master Agreement at no charge beyond the charges specified in this Agreement. The modifications will be incorporated into Release 13.0 of the Software, and AMS will provide maintenance services for the modifications (upon payment of the agreed maintenance fee for the Modified Software) beginning with the availability of Release 13.0. However, AMS shall deliver the Modified Software to the County as soon as it is ready for installation, which will likely be prior to the availability of Release 13.0.

If the County desires AMS to implement modifications other than those listed in Exhibit G, the County will provide AMS with a written request to perform the modifications. Following agreement between the parties as to the scope of the modifications, the price and payment terms for the modifications, the schedule on which the modifications will be performed, ownership and maintenance issues, and any other relevant terms, AMS will perform the modifications.

D. Documentation

AMS will provide three (3) complete sets of standard LGFS documentation in printed and machine readable (Wordperfect 5.0) form. AMS will provide the County with additional copies of the documentation upon payment of AMS' standard prices for the documentation. The County may make as many copies of any and all documentation as the County deems necessary for its internal purposes, up to the limits set forth in Article IV(H)(6). The County agrees to reproduce and include AMS' copyright, trademark, and other proprietary rights notices on all copies of the documentation, including partial copies and copied materials in updated works. The standard LGFS documentation to be provided by AMS is listed in Exhibit D, attached hereto and incorporated herein by this reference. AMS will provide to the County those file formats, including file pathnames and attributes, described in the LGFS Data Entry Guide and the LGFS Operations Guide.

E. Training

At no additional cost to the County, beyond the costs stated in this Agreement, AMS will provide training for County personnel on-site at County facilities. The County may have as many people attend each course as the County deems reasonable. The County may reproduce for County use any and all materials provided by AMS for County use. The County may record and/or videotape each course taught to the County by AMS pursuant to this Master Agreement.

Each course will be taught twice, at times to be mutually agreed upon by the parties. The County will schedule the training so that AMS personnel will not be required to make more than fourteen (14) trips to the County's facilities. If additional trips are required, the County will pay for set Out-of-Pocket Expenses for AMS personnel in accordance with, and up to the rates listed in Exhibit H, County Travel Policy, but only after delivery to the County of all receipts required by Exhibit H. The courses and duration of each course are as follows:

Course	Duration
Software Maintenance Training	2 days
Core Software Training	1 day
Data Entry Training	2 days
Inquirer Training	2 days
PC Interface Training	1 day
Report Painter Training	1 day
LGFS Operations Training	2 days
LGFS Orientation	1/2 day
LGFS System Overview	1 day
LGFS Detailed Subsystem Review	1 day
User Training - Managers	1 day
User Training - Accountants	1 day
User Training - Budget Analysts	1 day
User Training - Auditor	1/2 day
User Training - Projects and Grants	2 days
User Training - General Ledger	1 day
User Training - Extended Purchasing	3 days
User Training - Inventory Control	3 days
User Training - Fixed Asset Management	2 days
User Training - Job Cost Accounting	1/2 day
User Training - Cost Allocation	2 days
User Training - Advanced Budget Preparation	2 days

F. Reports

AMS will provide the County with all LGFS standard reports detailed in AMS' proposal, incorporated and referenced herein as Exhibit B.

G. Consulting Services

1. To facilitate the County's move into the production phase, AMS' Project Contacts shall be on-site at County facilities on the date the County intends to move into the Production phase with the Modified Software. The Project Contacts shall be available to remain on-site for a minimum of two (2) weeks thereafter. AMS acknowledges that this two (2) week period is an estimate of the County's anticipated need for assistance, and AMS agrees the County may lengthen or shorten this period of time to meet its needs. The County shall give AMS as much advance notice of its needs and intent to move into Production as is possible. For each hour the Project Contacts are on-site to assist the County as described above, the County shall pay AMS the rate listed fot Senior Government Consultants on Exhibit E, attached hereto and incorporated herein, subject to increase as provided for in Article VII, Section E. These rates are exclusive of Out-Of-Pocket Expenses.

2. Except as provided in Article IV(G)(1) above, the County and AMS agree that the County is not acquiring, and AMS is not responsible for providing, any other consulting services under this Agreement, such as chart of accounts definition, selection of system options, interface or conversion assistance, performance tuning, or other similar types of support not otherwise specified in this Master Agreement. The County and AMS may agree that AMS shall provide the County with additional services during the term of this Agreement. In that event, the County and AMS shall agree upon the scope of services and type of AMS employees needed to perform the services, at the rates listed in Exhibit E, together with Out-of-Pocket Expenses. During the first year of this Agreement only, the rates listed in Exhibit E include all Out-Of-Pocket Expenses. In addition, if the County requests consulting services in blocks of less than thirty five (35) hours, AMS will bill the County for travel time to and from the County site at one-half the rates listed in Exhibit E.

H. Software License and Maintenance

AMS is providing the County with a thirty (30) year, nonexclusive and nontransferable license to use the computer Software, Modified Software, source code, and related materials listed herein on the terms and conditions of this Agreement.

The County may use the Software, Modified Software, and related materials only at the computer facility designated herein (except that the authorized number of personal computer based Software copies may be used at any and all County sites), and only to process the work of the County, including school districts located within Maricopa County. The County may not use the Software, Modified Software, and related materials as part of a commercial time-sharing or service bureau operation or in any resale capacity. The designated computer facility is:

Administration Information Systems Center
301 West Jefferson
Phoenix, Arizona 85003

or in the event of unavailability or failure of the computers at the above location, temporarily at the following alternate computer facility:
Option of County.

County will notify AMS of any changes in the designated computer facility during the year within thirty (30) days after the end of the year.

1. Maintenance Services

A. As part of the warranty to be provided pursuant to this Agreement, AMS will provide the maintenance services described herein at no additional cost to the County for twelve (12) months beginning upon the date on which Release 12.0 of the Software is installed or for six (6) months after Acceptance of the Modified Software, whichever is later, (the "initial maintenance period").

B. At the expiration of the initial maintenance period, the County may buy maintenance services for the Modified Software for subsequent 12-month periods. While AMS is offering maintenance services for the Modified Software, the County may obtain such services as long as (1) The County has paid the maintenance fee for any and all maintenance periods after the initial maintenance period; and (2) the County incorporates into the Software or Modified Software within 180 days of the issue date all releases related to the Software or Modified Software which AMS has made available to the County, except that the County shall have no obligation to install a new release within six (6) months of going into production and shall have no obligation to install a new release prior to LGFS Release 12.0 becoming a production release. The initial maintenance period and subsequent maintenance periods are referred to collectively as the "maintenance period".

C. During the first 12-month period following the initial maintenance period, the County may purchase maintenance services at the following annual rates, to be billed quarterly:

SOFTWARE		ANNUAL MAINTENANCE FEE
LGFS		$37,425
Advanced Budget Preparation	(Why doesn't this software match up w/ Exh I?)	4,500
Fixed Assets		4,500
Extended Purchasing System		9,000
Inventory Control		8,250
Personal Computer Interface	← PCI	750
Report Painter		750
Cost Allocation		4,500
Job Cost		4,500
Inquirer/Imagine		3,750
Report Distribution		2,250
	Total:	$80,175

Thereafter, AMS agrees that maintenance fees shall not increase by more than the percentage increase in the annual Consumer Price Index, figured on a base price of $85,520 to reflect a 16% rate for quarterly payments, but in no event will they be more than the current, published prices for such maintenance services for clients paying on a quarterly basis. Should the County elect to make annual payments, increases shall be based upon the $80,175.00 figure quoted above.

Should the County choose not to purchase maintenance, AMS and the County will negotiate rates at which the County may purchase Enhancements, as defined in Article IV(H)(2)(C).

2. The maintenance services referred to in paragraph 1.A. and B. are the following:

   A. AMS will consult with the County by telephone during AMS's normal business hours to assist the County in the use of the Software and Modified Software. In the event the County is unable to reach AMS in Arlington during its normal business hours, AMS shall use its best efforts to assist the County from it Los Angeles office.

   B. AMS will supply computer program code, including source code, to correct any errors in the Software and Modified Software which cause it to deviate materially from the Specifications.

   C. AMS will provide the County with all enhancements, upgrades, extensions, modifications, improvements, and other changes to the Software and Modified Software, including source code and related materials, which AMS develops and generally makes available at no charge to other licensees of the Software ("Enhancements").

3. AMS will investigate and correct suspected errors at its offices to the

extent possible. If AMS travels to the County at the County's request during a maintenance period, the County will reimburse AMS for its reasonable Out-Of-Pocket Expenses. If AMS is unable to correct a suspected error at its offices, and travels to the County in order to correct such error, it will not bill the County for Out-of-Pocket Expenses.

AMS will respond to a notice from the County regarding a failure, error, defect or other deficiency in the Software or Modified Software as follows:

I. For Critical Defects, defined as those failures, errors, or other defects which preclude the County from using a material portion of the Software or Modified Software in its business, AMS shall respond in the following manner:
   (a) Acknowledge and tentatively diagnose the problem within four (4) working hours after the County informs AMS that a problem exists and provides AMS with sufficient documentation of the problem to begin diagnostic efforts; and
   (b) Assist the County in defining a temporary solution, if feasible and necessary; and
   (c) Correct the problem as quickly as possible, using commercially reasonable efforts.

II. For all other defects, AMS shall respond in the following manner:
   (a) Acknowledge and tentatively diagnose the problem within eight (8) working hours after the County informs AMS that a problem exists and provides AMS with sufficient documentation of the problem to begin diagnostic efforts; and
   (b) Assist the County in defining a temporary solution, if feasible and necessary; and
   (c) Correct the problem as quickly as possible, using commercially reasonable efforts.

III. AMS shall keep records regarding notices of failures, errors, defects or other deficiencies, and its responses thereto.

4. License/Installation Fees

As compensation for the license granted under this Agreement, for AMS' installation and installation testing of the Software and for Out-Of Pocket Expenses associated with the installation of the Software, the County will pay AMS the license fees set forth in Article VII. The County will also pay state and local sales, use and personal property taxes arising out of this Master Agreement or the license granted hereunder. AMS shall pay all other taxes, including, but not limited to, taxes based upon AMS' net income and personal property taxes based upon AMS' personal property that is not owned by or licensed to the County.

5. Nondisclosure and Security

The County agrees to protect the confidentiality of all Confidential Information and not to publish or disclose such information to any third party without AMS' written permission, except as required by law. By

Confidential Information AMS means the Software, Modified Software and related materials, including Enhancements, which AMS hereby designates as proprietary and confidential trade secrets of AMS. The County will not remove any copyright, trademark and other proprietary rights notice from the Software, Modified Software or related materials. This paragraph is not applicable to information which is in the public domain, has been previously disclosed prior to this Agreement, is disclosed to the County by a third party having a right to disclose this information, or to information the County needs to disclose to a third party in its role as consultant for the project contemplated by this Master Agreement.

AMS acknowledges that certain information that it may receive from the County, such as, but not limited to, non-public information concerning the business or finances of the County , any materials, data, information, policies, procedures and methods developed by the County in connection with its use of the Software or Modified Software, and any other confidential information the disclosure of which might harm the County, is confidential and proprietary to the County. AMS shall protect the security of and shall not disclose any of the County's confidential and proprietary information to third parties except AMS' affiliated companies and authorized agents and contractors having a legitimate need to know in connection with AMS' performance under this Agreement. AMS shall not disclose to any third party any information identifying, characterizing, or relating to any risk, threat, vulnerability, or problem regarding data security in the County's computer systems, or regarding any safeguard, countermeasures, contingency plan, policy, or procedure for data security contemplated or implemented by the County without the County's prior written consent, except as may be required by law.

AMS, its agents, employees, and subcontractors shall conform in all respects with physical, fire, or other published security regulations while on the premises of the County. AMS further agrees to provide a list of all employees who will require access to the area where the Software or Modified Software will be installed. Such list shall provide employee full name, date of birth, and Social Security Number. AMS further agrees that all employees requiring access to the area where the Software or Modified Software will be installed will be in possession of, and will present, upon request, an employee photo identification badge. The County shall have the right, at its discretion and expense, to perform background checks on any or all of such individuals who may come upon the County's facilities, and to refuse access to any or all of such individuals.

6. Permission to Copy or Modify the Software/Ownership of Modifications

A. The County may copy the Software, Modified Software and related materials (including the documentation listed in Exhibit D), but only for the County's own use. However, at any one time and without AMS' prior written consent there will be in existence no more than the following number of authorized copies:

Mainframe Software and Modified Software	Documentation/ Related Materials
5 printed 5 machine readable	200 printed 200 machine readable

PC Products

unlimited

The original, and any copies which the County makes of the Software, Modified Software and related materials, in whole or in part, are AMS' property.

B. The County may modify the Software, Modified Software and related materials and merge them into other material to form an updated work for the County's own use; however, upon termination of the license for the Software or Modified Software, the County will either completely remove the Software, Modified Software and related materials from the updated work or certify to AMS that the Software, Modified Software and related materials which AMS provided the County have been destroyed. Any portion of the Software, Modified Software and related materials included in such an updated work will continue to be subject to all terms of this Agreement. The County shall have full ownership of all modifications to the Software, and Modified Software unless AMS agrees in writing to incorporate said modifications into its baseline software for all purposes, including support and maintenance. Should AMS so agree, AMS shall have full ownership of said modifications, subject to the County's license to use said modifications at no charge, in accordance with the terms of this Agreement.

C The County agrees to reproduce and include AMS' copyright, trademark and other proprietary rights notices on any copies of the Software, Modified Software and related materials provided under this Agreement, including partial copies and copied materials in updated works.

7. Warranty and Infringement Indemnification

A. AMS warrants that during the maintenance period performance of the Software and Modified Software will not deviate materially from the Specifications. AMS agrees that in the event the Software or Modified Software fails to perform as warranted, AMS will, at its

own expense, correct, modify, repair, or replace the Software or Modified Software so that it does perform as warranted.

B. AMS warrants that it has all right, title, ownership interest, and/or marketing rights necessary to grant the rights and licenses to the County set forth herein or in any amendment hereto.

C. AMS warrants that the Software, Modified Software, and any other materials delivered to the County pursuant to this Agreement will not infringe on the copyright, patent, or any other proprietary right of any third party. In the event a claim, suit, or action of any kind is brought against the County, based on an allegation that County's use of any or all of the Software or Modified Software (i) infringes a United States patent, copyright, trademark, tradename, service mark, or similar proprietary rights, or (ii) violates any rights of a third party or constitutes misuse or misappropriation of a trade secret (hereinafter referred to collectively or individually, as appropriate, as an "Infringement"), AMS will indemnify, defend, and hold the County harmless in such action at AMS' expense and will pay the costs and damages awarded in any such action or the cost of settling such action (including reasonable attorney's fees) provided AMS is notified promptly in writing, is given full and complete authority to defend or settle the matter (including selection of attorneys), and that the County cooperates in the defense and provides AMS with requested information and assistance in the defense thereof. In the event an injunction is obtained against the County's use of any or all of the Software or Modified Software by reason of an Infringement, or if in AMS' opinion, any or all of the Software or Modified Software is likely to become the subject of a claim of Infringement, AMS shall at its option and expense either (i) procure for the County the right to continue to use the applicable software, or (ii) replace or modify the applicable software to make its use hereunder non-infringing while being capable of performing the same function, which replacement or modification may not be unreasonably rejected by the County. If neither option is available to AMS, then the applicable license will be terminated and AMS shall refund the license fee for that part of the Software which the County may no longer use and other amounts previously paid in fees by the County for the Modified Software or other materials that the County may no longer use, but not including any maintenance fees paid to AMS. These obligations shall exist regardless of modifications or enhancements which may be made to the Software or Modified Software by AMS specifically in accordance with the Design Documentation, or modifications or enhancements made by the County, if so permitted, so long as the alleged infringement pertains to portions of the applicable software furnished by AMS and embodied in the version of the Software or Modified Software giving rise to the allegation(s). Should this Agreement be assigned, AMS and its assignee shall bear the above stated obligations.

This Infringement indemnification obligation of AMS shall not be subject to any limitation of liability and shall continue for the entire term of the license for the Software and Modified Software.

D. AMS warrants that at the time of installation, all Software and Modified Software acquired hereunder is at the latest general release level and has all subsequent interim maintenance levels applied.

E. THESE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

8. Limitation of Remedies

A. AMS' entire liability and the County's exclusive remedy for damages to the County for any cause whatsoever, and regardless of the form of action, whether in contract or in tort, including negligence, except for the Infringement indemnification obligations of AMS pursuant to Article IV(H)(7), shall be as follows:

1. If the Software or Modified Software does not perform as warranted, AMS' sole obligation will be to modify the Software or Modified Software to make it perform as warranted; or, if after repeated efforts, AMS is unable to make the Software or Modified Software operate as warranted, the County will be entitled to recover its actual money damages to the limits set forth in this section. If the documentation listed in Exhibit D does not properly describe the Software or Modified Software, AMS will modify the documentation appropriately.

2. Damages shall not exceed the total license, professional and modification fees received by AMS under this Agreement and all amendments, but not including any maintenance fees paid to AMS.

3. IN NO EVENT WILL AMS BE LIABLE FOR ANY DAMAGES CAUSED BY THE COUNTY'S FAILURE TO PERFORM COUNTY RESPONSIBILITIES, NOR SHALL EITHER PARTY BE LIABLE FOR ANY LOST PROFITS, LOST SAVINGS OR OTHER CONSEQUENTIAL, INDIRECT, SPECIAL, OR INCIDENTAL DAMAGES, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; PROVIDED, HOWEVER THAT THIS LIMITATION SHALL NOT APPLY IF A PARTY BREACHES THIS MASTER AGREEMENT'S PROVISIONS RELATING TO CONFIDENTIALITY, OR NON-DISCLOSURE, BUT ONLY TO THE EXTENT THAT COMMON LAW PUTS LIABILITY ON THAT PARTY.

4. No proceeding, regardless of form, arising out of this Agreement may be brought by either party more than two years after the existence of the cause of action has become known to the party injured; except that proceedings related to violation of any duty to protect Confidential Information may be brought at any time.

B. If as a result of AMS' negligence, the County or County employees or agents suffer personal injury or property damage, AMS will reimburse the County for any claims the County actually paid to the extent of AMS' liability.

9. Delivery, Installation, Testing and Acceptance

A. Software Delivery, Installation and Installation Test

As part of this Agreement, AMS will Deliver to the County both Release 11.0 and Release 12.0 of the Software. In accordance with Article VI, AMS will install the Release 12.0 Software on the County's computer and perform AMS' standard installation test to verify that the Software is operating properly on the County's computer.

B. County Acceptance Testing and Acceptance of the Software

Following completion of the AMS installation test and the County's receipt of a written notice from AMS that installation testing is complete, the County will have one hundred twenty (120) days in which to perform acceptance testing of the Release 12.0 Software. During this period, the County may test or otherwise operate the Software in order to determine whether the Software operates in accordance with the Specifications. At the end of the one hundred twenty (120) day period, the County either will Accept the Software, and so inform AMS in writing, or will provide AMS with a written list of any instances in which the Software does not perform in accordance with the Specifications (deficiencies) in sufficient detail to allow AMS to correct the deficiency. Thereafter, AMS will diligently proceed to correct the deficiencies. The County agrees to provide AMS with a list of any noted deficiencies on a weekly basis. The County will then retest the Software for a period of thirty (30) days to ensure that all the previously identified deficiencies have been corrected and that no new deficiencies have arisen from AMS' efforts to correct the initial set of deficiencies. If the retest shows that the previously identified deficiencies have been corrected and that no new deficiencies have arisen from AMS' efforts to correct the initial set of deficiencies, the County will then Accept the Software. If after reasonable efforts AMS has been unable to correct the deficiencies, the County may terminate the Agreement, return all Software to AMS, and, as its sole and exclusive remedy, receive a refund of all amounts previously remitted to AMS by the County pursuant to this Agreement.

C. Design of Modifications

As provided in Article IV(C), the County will pay AMS to modify the Software. If work has begun on a modification which the County elects to defer or delete, the County shall pay AMS for work performed up through the time AMS receives a notice from the County regarding deferral or deletion. This paragraph does not apply to, and the County shall not be

obligated to pay for any modification work if the Agreement is terminated because the Software is not accepted.

AMS shall prepare Design Documentation for each modification. The County shall have fifteen (15) business days to review each Design Document and to provide AMS with a written list of all instances in which the Design Document is not in accordance with the Specification (deficiencies). AMS shall incorporate agreed upon changes into the Design Documentation. Within ten (10) days thereafter, the County shall then Accept the Design Documentation. Immediately thereafter, AMS shall begin programming the modifications in accordance with the Design Documentation and in accordance with the schedule set forth in the Design Documentation.

D. Modified Software Delivery, Installation and Installation Test

AMS will Deliver to the County the Modified Software. In accordance with Article VI, AMS will install the Modified Software on the County's computer and perform an installation test to verify that the Modified Software is operating properly on the County's computer.

E. County Acceptance Testing and Acceptance of the Modified Software

Following completion of the AMS installation test and the County's receipt of a written notice from AMS that installation testing is complete, the County will have one hundred twenty (120) days in which to perform acceptance testing of the Modified Software. During this period, the County may test or otherwise operate the Modified Software in order to determine whether the Modified Software operates in accordance with the Specifications. At the end of the one hundred twenty (120) day period, the County either will Accept the Modified Software, and so inform AMS in writing, or will provide AMS with a written list of any instances in which the Modified Software does not perform in accordance with the Specifications (deficiencies) in sufficient detail to allow AMS to correct the deficiency. County agrees to provide AMS with a list of any noted deficiencies on a weekly basis. Thereafter, AMS will diligently proceed to correct the deficiencies. The County will then retest the Modified Software for a period of thirty (30) days to ensure that the previously identified deficiencies have been corrected, and that no new deficiencies have arisen from AMS' efforts to correct the initial set of deficiencies. If the retest shows that the previously identified deficiencies have been corrected and that no new deficiencies have arisen from AMS' efforts to correct the initial set of deficiencies, the County will Accept the Modified Software. If after reasonable efforts, AMS has been unable to correct the deficiencies, the County my return to AMS those parts of the Modified Software that do not perform in accordance with the Specifications, and, as its sole and exclusive remedy, receive a refund of fees previously paid t [illegible] Software.

I. Changes

A. County Initiated

The County may, from time to time, request changes to the scope of work by submitting a written request for such a change ("Change Request") to AMS. Within seven (7) business days following receipt of the Change Request, AMS shall determine the change in the price ("Change Price"), schedule, and performance, if any, for the work contemplated by the Change Request and deliver this information to the County in the form of a written notice ("Change Order"). Within ten (10) business days following receipt by the County of the Change Order, the County shall: (i) notify AMS in writing that the work contemplated by the Change Order is not to be performed; or (ii) notify AMS in writing that the work contemplated by the Change Order is to be performed at the Change Price, if any, subject to any required approvals by the County's Board of Supervisors. The failure of the County to notify AMS of its decision within such ten (10) day period shall be considered to be notification to AMS that the work contemplated by the Change Order is not to be performed.

B. AMS Initiated

From time to time AMS may, by written request, propose changes to the scope of work by submitting to the County an AMS Change Order which shall contain a Change Price, changes in schedule, and changes in performance, if any, for the work contemplated by the Change Order to be performed. Within ten (10) business days following receipt by the County of an AMS Change Order, the County shall (i) notify AMS in writing that the work contemplated by the Change Order is not to be performed; or (ii) notify AMS in writing that the work contemplated by the Change Order is to be performed at the Change Price, if any, subject to any required approvals by the County's Board of Supervisors.

Article V - Responsibilities of the County

At its own expense, the County will have the following responsibilities under this Agreement:

A. County Representatives

The County shall assign the following individuals as the County's Representatives with respect to the services provided under this Agreement:

1. Dan Brunken, Systems Analyst, Project Coordinator
2. Jay Kaczorowski, Systems Group Manager
3. AFISC Central System Sub-Committee

The County shall notify AMS in writing of any change in County Representatives. When AMS makes contact with the County, it shall contact Representative number 1 above; if Representative number 1 is unavailable, AMS shall contact Representative number 2 above.

B. Prompt Response

To prevent an unreasonable delay in AMS' work, the County will examine and approve or disapprove all reports, tests and other documents within a reasonable time period.

C. Furnish Information

The County shall furnish AMS with responses to all reasonable requests for information required by AMS in performance of this Agreement.

D. Other Items

1. The County will provide AMS with access to the County's computers and computer facilities so that AMS can install and test the Software and Modified Software and otherwise fulfill its support obligations under this Agreement.

2. The County will provide AMS with training rooms, facilities, and other support necessary for AMS to provide the on-site training described in this Agreement.

3. The County will provide AMS with such other support as is reasonable and customary in order to assist AMS in performing its obligations under this Agreement.

Article VI - Work Schedule

AMS and the County shall perform their respective obligations pursuant to this Agreement at the times specified in this Schedule. The parties may agree in writing to change these times:

1. Delivery of Release 12.0 of Software: upon general availability of Release 12.0.

2. installation of Software: not later than four (4) weeks after Delivery of Release 12.0 of the Software.

3. performance and completion of installation tests: completed within three (3) weeks after installation.

4. acceptance testing of Release 12.0 of the Software: as described in Article IV(H)(9).

5. Design Documentation for Modifications: begin design work immediately after execution of this Agreement.

6. incorporate agreed upon changes to Design Documentation: within a mutually acceptable period after agreement upon changes to the Design Documentation.

7. Acceptance of the Design Documentation: no later than ten(10) days after AMS has incorporated agreed upon changes to the Design Documentation.

8. program Modifications: begin work immediately after AMS receives County's written Acceptance of the Design Documentation.

9. Delivery of the Modified Software: in accordance with a mutually acceptable schedule.

10. installation of Modified Software: not later than ten(10) days after Delivery of the Modified Software.

11. performance and completion of installation tests for Modified Software: completed within three(3) weeks after installation of the Modified Software.

12. acceptance testing of the Modified Software: as described in Article IV(H)(9)

The parties may agree to alter this Schedule in writing. In addition, the Schedule may be changed in accordance with the provision on changes, Article IV(I).

Article VII - Compensation

The County shall pay AMS in accordance with the Terms and Conditions contained in this Agreement and as set forth as follows:

A. Licensed Software

1.	Licensed Software	Article IV(A)	$534,500 (pre-discount)

B. Implementation Assistance

1.	Modification Development Costs/ Modified Software Fees	Article IV(C)	$445,750
2.	Documentation		no additional charge
3.	Training		no additional charge

C. Production Start-Up Consulting

Article IV (G)

D. Cost Summary for Fixed Costs

1.	Licensed Software	$534,500
	Less Discount:	58,625
	Plus PCI and Report Painter unlimited copies:	5,000
	Total of D.1:	480,875

2. Implementation Assistance $ 445,750.00

3. Total: $ 926,625.00

E. Consultant Rates - for additional services not included in scope.

The County is not obligated to procure additional services, but may use the rates listed in Exhibit E if the County elects further consultant work. The rates listed in Exhibit E do not include Out-of-Pocket Expenses required in performance of AMS' duties, if the County requests that AMS personnel travel to the County to perform additional services,except that during the first year of this Agreement only, the rates listed in Exhibit E include all Out-Of-Pocket Expenses. These expenses will be reimbursed to AMS, after the County receives required documentation of expenses for which reimbursement is requested as described in Exhibit H.

The rates listed in Exhibit E will not be increased for a period of one (1) year following execution of this Agreement. Thereafter, AMS agrees that the rates shall not increase by more than the percentage increase in the annual Consumer Price Index, but in no event will they be more than the current, published prices for such services.

Article VIII - Method of Payment

AMS shall submit invoices for the Software, Modified Software and services contained in this Agreement as follows:

A. Software License Fee

(a) Twenty (20%) percent of the Software License Fee upon delivery of current release and related materials including the documentation listed in Exhibit D.

(b) Thirty-five (35%) percent of the Software License Fee upon Delivery of Release 12.0 of the Software.

(c) Twenty-five (25%) percent of the Software License Fee upon completion of the installation tests for Release 12.0 of the Software.

(d) Twenty (20%) percent of the Software License Fee upon Acceptance of the Software.

Should this Agreement be terminated because the Software is not accepted, AMS shall refund to the County all amounts previously remitted to AMS by the County pursuant to this Agreement.

B. Modification Develoment Costs/Modified Software Fee

(a) Twenty (20%) percent of the Modified Software Fee upon delivery of the Design Documentation.

(b) Twenty (20%) percent of the Modified Software Fee upon Acceptance of the Design Documentation.

(c) Twenty (20%) percent of the Modified Software Fee as a programming progress payment on December 31, 1990

(d) Twenty (20%) percent of the Modified Software Fee upon completion of the installation tests for the Modified Software.

(e) Twenty (20%) percent of the Modified Software Fee upon Acceptance of the Modified Software.

Should this Agreement be terminated, in whole or in part, because some or all of the Modified Software is not accepted, AMS shall refund all fees paid by the County to AMS relating to the rejected portions of the Modified Software.

C. Production Start-up Consulting Fees

Monthly for Production Start-Up Consulting Fees provided pursuant to Article IV(G); an invoice for said services shall specifically identify the hours and rates charged for each individual performing said services.

D. Additional Services and Out-of-Pocket Expenses

Unless otherwise agreed in writing by the parties, fees for additional services and reimbursement for Out-of-Pocket Expenses will be invoiced monthly. Should any invoice contain billings for services to be paid on a time and materials basis, that invoice shall specifically identify hours worked by individuals for services, and milestones reached, if applicable.

All invoices submitted by AMS to the County will be due and payable upon receipt by the County.

Article IX - Termination of this Agreement

A. Termination for Cause

In the event either party materially or repeatedly defaults in the performance of any of its duties or obligations hereunder, which default is not substantially cured within thirty (30) days after written notice specifying the default is given to the defaulting party, or, if the default is of a type which cannot be substantially cured within thirty (30) days, if the defaulting party has not implemented and is not diligently working on a program intended to substantially cure the default within a commercially reasonable time, the party not in default may, by giving written notice to the defaulting party, terminate the Agreement or portion of the Agreement which is affected by or relates to such default or the entire Agreement as of a date specified in such notice of termination.

AMS shall be paid for services rendered in accordance with the terms of this Agreement through the date of termination. After receipt of a termination notice, except as otherwise directed by the County, AMS shall: 1. stop work on the date and to the extent specified; 2. terminate and settle all orders and subcontracts relating to the performance of the terminated work; 3. transfer to the County all work in process, completed work, and other material related to the terminated work for which the County has paid AMS; and 4. continue and complete all parts of the work that have not been terminated.

B. Termination Due to Non-Appropriation of Funds

The County may terminate this Agreement, in whole or in part, due to non-appropriation of funds immediately upon giving written notice to AMS. AMS shall be paid for all Software and Modified Software Delivered to the County and for all services rendered in accordance with the terms of this Agreement through the date of termination.

C. Rights Upon Termination

In the event this Agreement is terminated, in whole or in part, the County shall be entitled to retain and continue to use the Software, Modified Software, source code, and all other materials provided pursuant to this Agreement, and such usage shall be in accordance with the terms and conditions of this Agreement, so long as the County has paid or pays the applicable license, and other fees stated herein for all Software or Modified Software the County chooses to retain.

The rights and remedies provided herein shall not be exclusive, but are in addition to any other rights and remedies the County may have under this Agreement, or under any performance bond furnished by AMS, or at law or in equity, all of which are reserved to the County.

Article X - Conflict of Interest

No elected official or employee of the County who exercises any responsibilities in the review, approval, or carrying out of this Agreement shall participate in any decision relating to this Agreement which affects his or her direct, or indirect personal or financial interest.

Article XI - Assignability

Neither the County nor AMS shall assign any interest in this Agreement and shall not transfer any interest in the same without the prior written consent of the other party.

Article XII - Confidentiality

No reports, information, and/or data given to, or prepared or assembled by, AMS under this Agreement shall be made available to any individual or organization by AMS without the prior written approval of the County.

Article XIII - Insurance

A. AMS shall not commence work under this Agreement until it has obtained all insurance required under this paragraph and such insurance has been approved by the County.

B. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Arizona. AMS shall furnish Certificates of Insurance to the County Department of Materials Management, 320 W. Lincoln, Phoenix, Arizona, 85003, prior to the commencement of

operations. The Certificates shall specifically identify this Agreement by Bid Serial Number 89426-RFP, and shall clearly indicate that AMS has obtained insurance of the type, amount, and classification as required for strict compliance with this Article and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the County. Compliance with the forgoing requirements shall not relieve AMS of its liability and obligations under this Agreement, and shall not affect AMS' indemnification of the County. AMS shall maintain at its own expense during the term of this Agreement the following programs of insurance:

Liability Insurance: Such insurance shall be primary to and not contributing with any other insurance maintained by Maricopa County, shall name Maricopa County as an additional insured, and shall include, but not be limited to:

Comprehensive General Liability insurance endorsed for Premises-Operations, Products/Completed operations, Contractual, Broad Form Property Damage and Personal Injury with a combined single limit of not less than One Million Dollars ($1,000,000.00) per occurrence. If the above insurance is written on a Claims Made Form, such insurance shall be endorsed to provide an extended reporting period of not less than five (5) years following termination of this Agreement.

Comprehensive Auto Liability insurance endorsed for all owned and non-owned vehicles with a combined single limit of not less than Three Hundred Thousand Dollars ($300,000.00) per occurrence.

Workers' Compensation Insurance: A program of workers' compensation insurance in amount and form to meet all applicable requirements of the Arizona Workers' Compensation insurance law including Employer's Liability of a limit of no less than One Million Dollars ($1,000,000.00) and which specifically covers all persons performing work by or on behalf of AMS and all risks to such persons under this Agreement.

Article XIV - Liability and Indemnification for Injury to Persons and/or Damage to Property

AMS' shall indemnify, defend and save harmless Maricopa County, all its officers, agents, and subordinates, from and against any and all claims, suits, actions, losses, damages, liability, costs and expenses (including litigation costs and reasonable attorney's fees), arising out of injury (including death) to any person and/or damage to any real or personal property arising from or related to the acts or omissions of AMS, its employees and contractors, including any workers' compensation suits, and liability or expense arising from or connected with work performed by or on behalf of AMS by any person pursuant to this Agreement.

AMS shall repair, or cause to be repaired, at its own expense, any and all damage to Maricopa County facilities, buildings or grounds, whether leased or owned by Maricopa County, caused by AMS or employees or agents of AMS. Such repairs shall be made immediately after AMS has become aware of such damage, but in no

event, later than thirty (30) days after occurrence. If AMS fails to make timely repairs, Maricopa County may deduct such costs from any amounts due to AMS from Maricopa County under this Agreement.

Article XV - Performance Bond

Within ten (10) days after execution of this Agreement, AMS shall provide a Performance and Guarantee Bond in the amount of thirty (30) percent of the consideration to be paid pursuant to this Agreement, or $277,987.50. The Bond shall be made payable to the Maricopa County Board of Supervisors and shall be executed by a corporate surety which is rated "A" or better by A.M. Best Company, and is authorized to conduct business as a surety in the State of Arizona. Such bond shall be conditioned upon faithful performance by AMS of the terms and conditions of this Agreement, including delivery, labor, modifications, travel, and installation, but specifically excluding coverage for any default and resulting liability under Article IV(H)(I) (on maintenance services) and Article IV(H)(7)(B&C)(on ownership and non-infringement). Such Bond shall provide for continuing liability in the amount set forth above, notwithstanding any payments to AMS.

Such Bond shall be delivered to the Maricopa County Department of Materials Management, 320 West Lincoln, Phoenix, Arizona, 85003, before AMS commences work under this Agreement. The Bond shall be and remain in effect and shall be held by the County until the expiration of the initial maintenance period.

At its sole option, the County may accept a Certificate of Deposit, a Cashier's certified commercial check or irrevocable letter of credit in lieu of the Performance and Guarantee Bond. Such alternate security shall be made payable to Maricopa County.

Article XVI - Dispute Resolution

In the event of any dispute or disagreement between the parties hereto either with respect to the interpretation of any provision of this Agreement or with respect to the performance by AMS or by the County hereunder, such dispute or disagreement shall be handled pursuant to the contract dispute procedures described in Section MCI-906 of the Maricopa County Procurement Code attached hereto as Exhibit C. In the event a dispute is not resolved through that procedure, then upon the written request of either party, each of the parties will appoint a designated representative whose task it will be to meet for the purpose of endeavoring to resolve such dispute or to negotiate for an adjustment to such provision of this Agreement. The designated representatives shall meet as often as the parties reasonably deem necessary in order to gather and furnish to the other all information with respect to the matter in issue which the parties believe to be appropriate and germane in connection with its resolution. Such representatives will discuss the problem and/or negotiate in good faith in an effort to resolve the dispute or renegotiate the applicable section or provision without the necessity of any formal proceeding relating thereto. During the course of such negotiation, all reasonable requests made by one party to the other for information will be honored in order that each of the parties

may be fully advised in the premises. The specific format for such discussions will be left to the discretion of the designated representatives but may include the preparation of agreed upon statements of fact or written statements of position furnished to the other party. No formal proceedings for the judicial resolution of such dispute may be commenced until the designated representatives conclude in good faith not earlier than sixty (60) days after commencement of resolution efforts that amicable resolution through continued negotiation of the matter in issue does not appear likely. No agreement reached pursuant to this Section shall be binding on the parties unless agreed to in writing by representatives of both parties who are authorized to bind the parties. In the event the aforementioned processes do not result in a resolution of the dispute, the parties agree to use arbitration procedures according to the rules of the American Arbitration Association.

Article XVII - Entire Agreement/Amendments in Writing

This Agreement constitutes the entire understanding of the parties hereto and neither it nor the rights and obligations hereunder may be changed, modified or waived except by an instrument in writing signed by duly authorized representatives of the parties hereto. The parties hereto bind themselves, their heirs, executors, administrators, successors and assigns for the faithful performance of this Agreement.

Article XVIII - Final Invoice

In order for both parties herein to close their books and records, AMS will clearly state "final invoice" on the final/last billing to the County. This indicates that all services have been performed and all charges and costs have been invoiced to County. Since this account will thereupon be closed, any further charges if not properly included on this final invoice shall be waived by AMS unless the omission of these charges was a result of default of the County, force majeure, a public health or weather emergency, or other similar causes beyond AMS' control.

Article XIX - Access and Audits

AMS shall retain all financial books, records and other documents relevant to this Agreement for seven (7) years after final payment or until after the resolution of any audit question raised during said seven (7) year period whichever is longer. The County, its auditors, and any other persons duly authorized by the County shall have access to, and the right to examine, copy and make use of any and all said materials.

Article XX - Nondiscrimination

AMS warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, physical handicap, sex, age or national origin.

Article XXI - Truth-In-Negotiation Certificate

Signature of this Agreement by AMS shall act as the execution of a truth-in-negotiation certificate certifying that the wage rates and costs used to determine the compensation provided for in this Agreement are accurate, complete and current as of the date of the Agreement.

Said rates and costs shall be adjusted to exclude any significant sums should the County determine that the rates and costs were increased due to inaccurate, incomplete, or non-current wage rates or due to inaccurate representations of fees paid to outside consultants. The County shall exercise its rights under this "Certificate" within one (1) year following final payment.

Article XXII - Uniform Commercial Code

The Uniform Commercial Code (Arizona revised statutes, Title 47) shall prevail as the basis for contractual obligations between AMS and the County for any terms and conditions not specifically stated in this Agreement. To the extent this Agreement entails delivery or performance of services, such services shall be deemed "goods" within the meaning of the Uniform Commercial Code, except when to so deem such services as "goods" would result in an absurdity.

Article XXIII - Compliance with Laws, Codes and Regulations

AMS shall comply with all applicable Federal, State, local and County laws, codes and regulations, and all applicable provisions of the Labor Law, Workers' Compensation Law, State Unemployment Insurance Law, Federal Law, rules and regulations, and all amendments and additions thereto.

Article XXIV- Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona.

Article XXV - Purchase Orders

AMS shall not proceed with any delivery or performance pursuant to this Agreement without first having received a purchase order from the County for the specific delivery or performance requested by the County.

Article XXVI - Non Collusion

AMS expressly warrants that neither AMS nor its employees or associates have directly or indirectly entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competition in conjunction with its proposal or this Agreement.

Article XXVII - Reports, Journal, Media Releases

AMS shall not participate in or issue, without the County's prior written consent (which consent shall not be unreasonably withheld), media inquiries, media releases, magazine articles, public announcements or public disclosures relating to this Agreement. AMS may, without the County's prior written consent, issue or participate in such releases intended solely for internal distribution, or any disclosure required by legal, accounting or regulatory requirements, and may include the County as a customer of AMS' in its marketing brochures and documents during the term of this Agreement, or as long as the County uses AMS' Software.

Article XXVIII - Risk of Loss

The County is relieved from all risks of loss or damage to the Software, or Modified Software during periods of transportation (including transportation in connection with the return of any software), installation, and during the entire time the Software and Modified Software is in the possession of the County prior to Acceptance, except when loss or damage is due to the fault or negligence of the County.

Article XXIX - Compliance with the Immigration Reform and Control Act of 1986 (IRCA) Required

AMS understands and acknowledges the applicability of the IRCA. AMS agrees to comply with the IRCA in performing under this Agreement and to permit County inspection of personnel records to verify such compliance.

Article XXX - Authority

Each party has full power and authority to enter into and perform this Agreement, and the person signing on behalf of each has been properly authorized and empowered to enter into this Agreement. Each party further acknowledges that it has read this Agreement, understands it, and agrees to be bound by it.

Article XXXI - Force Majeure

If the performance of this Agreement or any obligation hereunder is prevented, restricted or interfered with by reason of fire or other casualty or accident; strikes or labor disputes; war or other violence; any law, order, proclamation, regulation, ordinance, demand or requirement of any governmental agency; or any other act or condition whatsoever beyond the reasonable control of the parties hereto, excluding weather conditions other than catastrophic weather conditions, the party whose performance is so affected, upon giving prompt notice to the other party, shall be excused from such performance to the extent of such prevention, restriction, or interference; provided, however, that the party so affected shall take all reasonable steps to avoid such causes of non-performance and shall immediately continue performance hereunder whenever such causes are removed. In the event such force majeure condition shall continue for ninety (90) days, then the party whose performance is not affected by such condition may, at its option and without liability to the other party, terminate the applicable amendment or portion of the Agreement affected by such force majeure

condition, or the entire Agreement.

Article XXXII - Disaster Support

In the event the computer system or any component thereof is rendered permanently inoperative as a result of a natural or other disaster, and upon mutual agreement of the compensation to be paid AMS, AMS will assist the County to reconfigure and/or regenerate all Software and Modified Software acquired under this Agreement for use on any compatible computer system obtainable on a temporary and/or permanent replacement basis necessary to continue County operations.

Article XXXIII - Waiver

No term or provision hereof shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether express or implied, shall not constitute a consent to, waiver of, or excuse for any other different or subsequent breach.

Article XXXIV- Headings

The article and section headings used herein are for reference and convenience only and shall not enter into the interpretation hereof.

Article XXXV - Severability

If any provision of this Agreement is declared or found to be illegal, unenforceable or void, then both parties shall be relieved of all obligations arising under such provision, but only to the extent that such provision is illegal, unenforceable or void, it being the intent and agreement of the parties that this Agreement shall be deemed amended by modifying such provision to the extent necessary to make it legal and enforceable while preserving its intent, or, if that is not possible, by substituting therefor another provision that is legal and enforceable and achieves the same objective. If the remainder of this Agreement is not affected by such declaration or finding and is capable of substantial performance, then each provision not so affected shall be enforced to the extent permitted by law.

Article XXXVI - Required Licenses, Permits, Authority

AMS shall obtain and maintain all licenses, permits, and authority necessary to do business, render services and perform work under this Agreement. Should AMS subcontract, assign, or otherwise delegate any of its rights or duties under this Agreement, which may only be done with the County's prior written approval, AMS shall bear all responsibility for ensuring its subcontractor(s), assignee(s), and other agent(s) comply with this requirement.

Article XXXVII - Independent Contractor Status and Use of Subcontractors

This Agreement is by and between AMS and the County and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association between AMS and the County. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever. AMS' employees and agents shall not be entitled to benefits of County civil service, retirement, or personnel rules.

AMS shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Agreement, except the County's employees, all compensation and benefits. County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, federal, state, or local taxes, or other compensation, benefits or taxes for any personnel provided by or on behalf of AMS.

AMS understands and agrees that all persons performing work pursuant to this Agreement, except the County's employees, are, for purposes of workers' compensation liability, employees solely of AMS and not employees of the County. AMS shall be solely liable and responsible for furnishing any and all workers compensation benefits to any person as a result of any injuries arising from or in connection with any work performed by or on behalf of AMS of pursuant to this Agreement, except the County's employees.

While AMS agrees it shall not retain or use subcontractors to meet its obligations under this Agreement without obtaining the County's prior written consent, if such consent is granted and subcontractors are used, AMS agrees that the provisions of this Article apply to any subcontractor(s) AMS may utilize in providing the services to be provided pursuant to this Agreement.

Should AMS use any subcontractors to meet any of its obligations under this Agreement, AMS shall continue to bear prime responsibility for all of its obligations under this Agreement.

AMS shall indemnify, defend and hold the County harmless with respect to AMS' obligations under this Article XXXVII.

Article XXXVIII - Price Reduction

AMS guarantees the County is receiving the lowest price offered by AMS to all customers for similar Software, quantity of services, and similar services, under similar circumstances to those contained in this Agreement. If at any time during the term of this Agreement, AMS offers a lower price to another customer, under the above described conditions, AMS shall immediately notify the County's Materials Management Department of a corresponding reduction in price to the County, even if full payment has already been received. Should such notification not be made, the County reserves the right to take any or all of the following actions: 1. cancel the Agreement; 2. determine the amount by which the County was overcharged and submit a request for payment to AMS; and 3. take the necessary steps to collect against the Performance and Guarantee Bond.

Article XXXIX - Notices

All notices shall be sent by certified return receipt mail, or such other means as requires a signed acknowledgement of receipt, to :

COUNTY Mr. Dave Dress, Manager
Administration Information Systems Center
301 West Jefferson
Phoenix, Arizona 85003

AMS Mr. Mark S. Andrews, Vice President
American Management Systems
1777 N. Kent Street
Arlington, Virginia 22209

Notices hereunder may be initially given by telephone, facsimile machine, or other electronic means, and if so given and properly and promptly followed by the above required, mailed notice, shall be deemed given upon the other party's written acknowledgement of receipt by facsimile machine or other electronic means. All other notices shall be deemed given upon signed acknowledgement of receipt.

IN WITNESS WHEREOF, the Board of Supervisors of Maricopa County, Arizona has made and executed this Agreement on behalf of the COUNTY and AMS legally authorized representative has hereunto set his/her hand on the date specified.

Maricopa County, Arizona
ATTEST:

By: Cheri Bennington
Clerk of the Board
Name - (type or print)

9-11-90
Date

Cheri Bennington
Signature

American Management Systems, Inc

By: Mark Andrews
Name (type or print)

Vice President
Title

Mark Andrews
Signature

Jim Bruner
Name (type or print)

September 6, 1990
Date

By: Jim Bruner
Chair, Board of Directors

Approved as to form: Judith L Rice 9-17-90
Deputy County Attorney/Date

Exhibit A

Request for Proposals
Serial 89426-RFP

above referenced document is hereby incorporated by this reference into this Agreement.

Exhibit B

Proposal of American Management Systems, Inc

The above-referenced proposal of AMS, dated January 10, 1990, is hereby incorporated by this reference into this Agreement.

Exhibit C

MCI-906 Contract Disputes

A. Except as may otherwise be provided for by law, any dispute not involving a question of law arising during contract performance that is not resolved between the parties within a reasonable time shall be submitted to Maricopa County's contract disputes process as follows:

B. The Contract Administrator administering the contract, if one has been appointed, or a Procurement Officer if a Contract Administrator has not been appointed, shall reduce his decision to writing and mail or otherwise furnish the contractor with a copy. The contractor may abide by the decision or may appeal the decision to the applicable Department Director.

C. A contractor desiring to appeal a decision of a Contract Administrator or Procurement Officer shall be required to submit a written appeal to the applicable Department Director. The contractor must file its written appeal within seven (7) working days following receipt of the Contract Administrator's or Procurement Officer's original decision. The Department Director shall provide the contractor with a written response to the appeal within fourteen (14) working days following its receipt. The decision of the Department Director shall be final and conclusive unless the contractor requests in writing within seven (7) working days following receipt of the Department Director's decision that the Materials Management Department, Assistant County Manager or Elected Department Official review the decision.

D. A written decision of the Assistant County Manager or Elected Department Head will be issued within 30 days and shall be the final position of Maricopa County concerning the dispute , excepting where applicable State or Federal law or regulation specifies otherwise. The Assistant County Manager or Elected Department Head may convene a review panel to review the dispute issues and recommend the final position. The review panel may have representatives of the Purchasing Agency, Materials Management Department, if applicable, or representatives of other agencies with an objective third party viewpoint.

Exhibit D

LGFS Documentation

- Data Entry Guide
- Error Manual
- Operations Guide
- User's Guide
- Guide Index

- Guide to CORE Utilities
- CORE Security and Approvals
- CORE Messages and Codes
- Reporter Language References

- Personal Computer Interface User Guide

- Report Painter User Guide

- Imagine Installation and Operations Guide
- Imagine User's Guide
- Imagine System Administrator's Guide

EXHIBIT E

Standard Rates for Services

Detailed Price Schedule

	HOURLY RATE
Vice President	$200.00
Project Director	$175.00
Implementation Manager	$150.00
Senior Government Consultant	$150.00
Government Systems Consultant	$120.00
Senior Technical Specialist	$150.00
Technical Specialist	$120.00
Consultant	$ 95.00
Training Specialist	$ 95.00
Analyst	$ 75.00
Development Manager	$105.00
Senior Programmer/Analyst	$ 80.00
Programmer/Analyst	$ 65.00
Programmer	$ 55.00
Support Staff	$ 20.00

Government and Education Management Systems (GEMS)

Effective June 1, 1989. Rates subject to change without notice.

EXHIBIT F

AUG 13 1987
COMPUTER CORPORATION OF AMERICA

ESCROW AGREEMENT

THIS AGREEMENT is made as of the 28th day of July, 1987, by and between Computer Corporation of America, a Massachusetts corporation with its principal place of business at Four Cambridge Center, Cambridge, Massachusetts 02142 (hereinafter referred to as "CCA"), and the Bank of New England, a banking corporation with its principal place of business at 28 State Street, Boston, Massachusetts 02106 (hereinafter referred to as the "Escrow Agent"),

W I T N E S S E T H :

WHEREAS, Multisystems, Inc. (formerly Multiplications, Inc.), a Massachusetts corporation with a principal place of business at 1050 Massachusetts Avenue, Cambridge, Massachusetts 02138 ("Multisystems"), and the Escrow Agent entered into an Escrow Agreement dated April 25, 1984 with respect to certain Source Code and Support Documentation (the "Multiplications Escrow Agreement"); and

WHEREAS, Multisystems transferred its rights and obligations under the Multiplications Escrow Agreement to Multiplications Software, Inc., which previously existed as a Massachusetts corporation with a principal place of business at 50 Church Street, Cambridge, Massachusetts 02138 ("Multiplications"); and

WHEREAS, Multiplications was merged into CCA Acquisitions, Inc., ("CCA Acquisitions"), a Massachusetts corporation with a principal place of business at Four Cambridge Center, Cambridge, Massachusetts 02142 pursuant to Articles of Merger effective April 15, 1986; and

WHEREAS, CCA Acquisitions changed its name to Multiplications Software, Inc. ("MSI"); and

WHEREAS, MSI is a wholly owned subsidiary of CCA and CCA is presently carrying on all operating activities of MSI as its agent; and

WHEREAS, CCA and the Escrow Agent desire to enter into an agreement to supersede and replace in its entirety the Multiplications Escrow Agreement.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and conditions contained herein, the parties hereby agree as follows:

1. Effective as of the date first written above, this Agreement shall supersede and replace in its entirety the Multiplications Escrow Agreement.

2. CCA will deposit with the Bank of New England, as Escrow Agent under this Agreement, (a) one copy of the Source Code and Support Documentation of each currently maintained version of each Program specified on Exhibit A hereto, as such may be modified by CCA from time to time, and (b) one copy of each update and correction of such Source Code and Support Documentation. The Escrow Agent shall hold such escrowed materials pursuant to the terms and conditions of this Agreement and shall provide, in accordance with and subject to the terms and conditions hereof, applicable portions of such escrowed materials to the Licensees specified on Exhibit B hereto, as such may be modified by CCA from time to time (hereinafter referred to individually as a "Licensee" and collectively as the "Licensees"). Within seven (7) working days of each deposit the Escrow Agent will notify each applicable Licensee of such deposit. The Escrow Agent will retain the deposited Source Code and Support Documentation pursuant to this Agreement and for no other purpose.

3. In the event the Escrow Agent is notified in writing by a Licensee that, in Licensee's opinion, the conditions requiring release of the Source Code and Support Documentation to Licensee have occurred, the Escrow Agent is hereby authorized and shall deliver the Source Code and Support Documentation to Licensee as it may instruct, no sooner than ninety (90) days after receipt of such notification. All duplication charges of such escrowed materials shall be the responsibility of the Licensee.

4. The conditions which are cause for request by Licensee to release the Source Code and Support Documentation are strictly limited to:

a. The making by CCA of a general assignment for the benefit of creditors, or
b. The filing by CCA for corporate dissolution, or
c. The filing by another for an involuntary dissolution of CCA.
d. If for any reason, CCA is unable or unwilling to provide software maintenance, as specified in Section 3 of the Maintenance Agreement for CCA Licensed Products, a copy of which is attached hereto as Exhibit C, during the License Term, and Licensee's use of the Licensed Product is materially impaired.

5. The Escrow Agent agrees not to use the Source Code or Support Documentation for any purpose except as provided herein and to use a reasonable degree of care to protect it against disclosure.

6. CCA and the Bank of New England have agreed in a separate document to fees to be paid to Bank of New England. In the event CCA defaults in payment of those fees, the Bank of New England may, at its option terminate this Agreement and return the escrowed materials to CCA. IN NO EVENT WILL ANY ACT OF CCA'S DEFAULT ALLOW THE ESCROW AGENT TO CLAIM A LIEN ON THE SOURCE CODE AND SUPPORT DOCUMENTATION. THE SOURCE CODE AND SUPPORT DOCUMENTATION SHALL BE HELD SOLELY FOR LICENSEE'S BENEFIT.

7. CCA retains the right to remove from Exhibit B the name of each Licensee with respect to which the CCA Agreement for Licensed Products or the Maintenance Agreement for CCA Licensed Products has been terminated.

8. The Bank of New England shall continue to act as Escrow Agent until either one of the conditions listed below are satisifed:

a. Delivery of all of the escrowed items to all applicable Licensees or CCA; or
b. The condition in paragraph 6 of this Escrow Agreement occurs; or
c. CCA asks for and selects a replacement; or
d. The Bank of New England requests replacement and CCA selects a replacement.

Agreement to a successor Escrow Agent shall not be unreasonably withheld or delayed by either party. If the parties cannot agree upon a successor Escrow Agent ninety (90) days after the Bank of New England terminates its oblications then the Bank of New England is authorized to submit the issue of a successor Escrow Agent to the American Arbitration Association (AAA) for decision pursuant to AAA rules. AAA expenses shall be borne by CCA.

9. Any notice provided for in this Agreement shall be given in writing at the address of each party as first set forth in this Agreement and to each Licensee at the address listed on Exhibit B, or to such other address as either party may substitute by written notice to the others. If mailed, notices shall be sent by certified mail, return reciept requested. Notices shall be deemed received upon the date of receipt, or if sent by mail, three days subsequent to such mailing.

10. When determining whether the conditions of the License Agreement or this Escrow Agreement have occurred that require the release of Source Code and Support Documentation and any other things held in escrow to either Licensee or CCA, the Escrow Agent is authorized and shall rely only on the written notice supplied to it by either CCA or Licensee without any obligation to make an independent determination as to whether the facts in the notice or the content of the notice are true or accurate. The duties and responsibilities of the Escrow Agent are limited to those specifically stated herein.

11. A copy of any written notice sent by a Licensee to the Escrow Agent requesting delivery of the Source Code and Support Documentation shall also be sent promptly by certified mail, return receipt requested, to CCA. The Escrow Agent's obligation to act promptly shall not be interpreted as requiring it to act sooner than three (3) days after receipt of said notice by Escrow Agent.

12. The Escrow Agent shall not be liable for any error of judgment or for any act done or omitted by it in good faith, or for anything which it may in good faith do or refrain from doing in connection herewith. The duties and responsibilities of the Escrow Agent are limited to those specifically stated herein. Although not obligated to consult independent counsel, no liability will be incurred by the Escrow Agent, if in the event of any dispute or question as to the construction of the directions it acts in accordance with the opinion of its legal counsel. Notwithstanding the preceding sentence, advice of independent counsel shall not prevent or delay the delivery of Source Code and Support Documentation pursuant to paragraph 2 hereof.

13. CCA agrees to indemnify and hold harmless the Escrow Agent from any and all liability, loss, cost, or damage, and expenses (including legal fees), the Escrow Agent may incur or suffer as a result of claims, demands, costs, or judgments made against it arising out of its actions or failure to take actions in performing or carrying out this Escrow Agreement.

14. This Agreement constitutes the entire understanding between CCA and the Escrow Agent relative to the subject matter hereof, except as to fees as provided in the document referred to in paragraph 6. No waiver, alteration, modification or change of any of the provisions hereof shall be binding unless in writing and signed by a duly authorized representative of CCA and the Bank of New England.

COMPUTER CORPORATION OF AMERICA
Duly authorized

BY: Richard O Fitzpatrick

TITLE: Corporate Controller

DATE: July 28, 1987

THE BANK OF NEW ENGLAND
Duly authorized Escrow Agent

BY: [illegible]

TITLE: ASSISTANT TRUST OFFICER

DATE: August 5, 1987

EXHIBIT A

List of Programs for which Source Code and Documentation is to be held in Escrow:

PROGRAM	RELEASE
ACCOLADE	
IMAGINE	

EXHIBIT B

LICENSEES

NAME	LICENSED PROGRAM(S)	ADDRESS
[redacted]	IMAGINE	[redacted]
[redacted]	IMAGINE	[redacted]
American Mgmt Systems, Inc.	IMAGINE	1777 N. Kent Street Arlington, VA 22209
[redacted]	IMAGINE ACCOLADE	[redacted]
[redacted]	IMAGINE ACCOLADE	[redacted]
[redacted]	IMAGINE ACCOLADE	[redacted]
[redacted]	IMAGINE	[redacted]
[redacted]	ACCOLADE	[redacted]
[redacted]	ACCOLADE	[redacted]
[redacted]	IMAGINE	[redacted]

Exhibit G

Modifications

MODIFICATION DEVELOPMENT COSTS/MODIFIED SOFTWARE FEE

1.	Project Management and Review (.5 FTE for duration of project)	$60,000
2.	Design Review and Signoff	8,250
3.	Design, Development, Code Unit Test	281,250
4.	Documentation	15,000
5.	Integration Test	18,750
6.	Installation and On-site Test	7,500
7.	Cost to retrofit modifications to Release 13.0	20,000
8.	Cost to expand baseline system test for modifications	20,000
10.	Develop Customized Conversion Programs for Release 13.0	15,000
	TOTAL	445,750

MARICOPA COUNTY MODIFICATIONS

1) Label print program

Concurrent with entering a bid into LGFS, an option is selected for labels to be produced. Overnight, along with the bid print process, labels are printed for each vendor receiving the bids requesting labels. The label request flag will be input on the Bid Creation screen (BIDC) and stored on the Bid Master Header (BDMH). Additionally, the Bid Master Header screen within the PCBID product will allow for selection of labels. However, with PCBID, the labels will print on the mainframe after the bids are uploaded. Included in this modification is the ability on the bid input screens to select labels and also a batch program that gathers the vendors name and address and prints the labels.

Effort: 4 weeks

2) Renewal flag based on expiration date of price agreement

In addition to the current expiration date on the price agreement summary screen, add fields called 'renewal days' and 'process renewal flag'. The 'renewal days' field is intended to be the number of days lead time required to renew the agreement before expiration. The 'process renewal flag' is set when the current date is greater than the expiration date less the renewal days. A batch process will check all price agreements and set the renewal flag as appropriate. This same batch process will reset the price agreement type on the commodity data base (COMM) based on newly active and recently expired price agreements. Additionally, a batch report will display all price agreements that are due for renewal. This modification is intended to create the data needed for PC based creation of renewal letters, it does not include a process to create the actual renewal letters.

Effort: 4 weeks

MARICOPA COUNTY MODIFICATIONS

3) Create price agreement tables from a bid

Create a price agreement creation screen that allows for entry of price agreement summary information as well as a reference bid number. The screen would allow for a 'select all' action or selectively chosen bid lines. The process would then create the price agreement table entries (PASM, PAVC) based on the bid. Once created, the price agreement tables would be modifiable under the same conditions as any other price agreement. The price agreement type field would exist on the selection screen and would carry to the price agreement summary table (PASM). Two additional fields, Unit Price Adjustment Factor and Date of Adjustment will be added to the PASM screen. When entered, the adjustment factor will increment the unit cost on each commodity (PAVC) within the agreement by the adjustment factor.

Effort: 4 weeks

4) Universal order entry screen

Create a single 'selection' screen that can be used to create any type of purchase order. This screen would display items stocked in inventory, those not stocked and also those under price agreements. The displayed items would all come from the commodity data base (COMM). Selected items would create PC documents (for non-stocked, non agreement items), PG documents (for items under agreement) and SR documents (for stock items). This screen would work much like existing selection screens but would require up to three separate document numbers and create up to three separate documents.

Effort: 12 weeks

5) User maintained bid tracking information table

Create a user maintained table for tracking bid status and dates. Table will contain fields such as bid number, creation date, buyer, renewal letter request date, rough to buyer date, rough mailed date, bid opening, final mailed, etc. The bid creation process will create a skeleton entry in this table. The bid print process will add the final mailed date. All other information on this screen will be user maintained. Entries in this table will be purged manually at the users option.

Effort: 3 weeks

MARICOPA COUNTY MODIFICATIONS

6) Alternate views of Price Agreement Summary Screen (PASM)

   (a) Alternate view of PASM by Buyer, Expiration Date, PA Number and Description.
   (b) Alternate view of PASM by Expiration Date, Buyer, PA Number and Description.

   Effort: 1 week

MARICOPA COUNTY MODIFICATIONS

7) Tax Provide the capability to designate tax on Purchase Orders and have the system prorate the tax across the commodity lines. A Tax Rate table will be created to allow for rates based on a three character tax code. The Vendor Invoice (VI) and Payment Voucher (PV) documents will have the ability to override the tax rate and/or the taxable commodities with the encumbrance balance being adjusted as appropriate by the voucher.

Effort: 8 weeks

8) 'Do not purge this vendor' flag

Add a flag to the vendor table that prohibits the vendor from deletion (either manual or automated). This flag overrides the 'latest activity' purge criteria used by the automated vendor purge routine. Also, bid response activity should update the 'last action date' on the vendor table.

Effort: 2 weeks

MARICOPA COUNTY MODIFICATIONS

9) Inventory item expiration date

Allow for collection and reporting of lot expiration data on inventory stock items. Create a new table which would be subsidiary to the inventory table (INVN). The new table would be keyed by warehouse, item number and expiration date. Quantity would be maintained for each whse/item/date combination received. Add expiration date to the receiver document to record dates on receipt. The System will not record how many items of each expiration lot have been issued. Also, create a report of all items expired or about to expire, based on a user input parameter.

Effort: 5 weeks

MARICOPA COUNTY MODIFICATIONS

10) Allow for 'holding only' warehouse

Allow the creation of warehouses that hold items for users departments. The user department buys the item with its own budget. The item is stored in the warehouse until requested by the department. At issue time the item is issued to the department at zero cost plus a surcharge. Add a 'holding' indicator to the warehouse table. A given warehouse is 'holding only', it cannot mix between holding and standard inventory. Add a bucket for 'minimum surcharge' to the inventory table. Allow for adding a item to the INVN table for a 'holding' warehouse, even though the item is marked as non-inventory on the COMM table. The user department buys the non-inventory item with standard PA, PC or PD transaction. Add the item to the warehouse through an IA transaction. Relax the IA document to allow this type of commodity. The Inventory Selection Screen (INSE) would disallow a 'holding' warehouse. Allow the OC and OCGN to issue these types of commodities. These items cannot be issued through a Stock Req and Pick Ticket.

Effort: 10 weeks

MARICOPA COUNTY MODIFICATIONS

11) Inventory Reorder Report

Create a report of items to be reordered by stock item with recommended vendor name and the last 12 months activity by month.

Effort: 3 weeks

MARICOPA COUNTY MODIFICATIONS

12) NOTE table

Remove the restriction that requires a document to be accepted PASS2 before any NOTE text can be attached to it. Add a date field to the NOTE text table and a number of days field to the system options control table (SOPT). The monthly closing process will be changed so that any NOTE text table records that are considered old and reference documents that were not accepted PASS2 will be deleted. A NOTE text table record is considered old if the date for that record is older than the number of days specified on the SOPT table.

Effort: 2 weeks

13) PADU / PASC table

Add an organization field to the Price Agreement Delegated Authority Table (PADU) and the Price Agreement Security Table (PASC). All programs using these price agreement tables will be modified to check security at the agency (as before) or the organization level depending on whether the new organization fields are filled in on the PADU and PASC tables.

Effort: 3 weeks

MARICOPA COUNTY MODIFICATIONS

14) PAVC table

When entering a PG document the user will no longer have to enter the unit of measure since it will now be inferred from the Price Agreement Vendor Commodity Table (PAVC).

Effort: 1 week

15) RXAP / POAP tables

A dollar limit field will be added to the commodity table. Any requisition or purchasing document commodity lines that have a dollar value below this dollar limit on the commodity table will no longer require resource manager approval.

Effort: 2 weeks

16) BDVN table

A removal action will be added to the Bid Vendor Selection Tables (BIDV and BDVN) to allow users to "unselect" certain vendors.

Effort: 2 weeks

MARICOPA COUNTY MODIFICATIONS

17) PAEX table

An alternate screen of the Price Agreement Summary Inquiry Table (PASI) will be created which will show only the price agreement number and expiration date. This simplified screen will show more records per screen than the PASM screen.

Effort: 1 week

MARICOPA COUNTY MODIFICATIONS

18) OPPH table

Allow for the modification of any or all fields on the header portions of all of the documents in the purchasing document chain. This would include RXs, PCs, PDs, SCs, PGs, RCs, VIs, PVs, MWs etc.

Effort: 6 weeks

19) BIDC / BDVN tables

The header fields on the Bid Vendor Selection Tables (BIDV and BDVN) and the Bid Creation Table (BIDC) will no longer disappear on subsequent refill actions.

Effort: 2 weeks

SCHEDULE FOR MARICOPA MODIFICATION DEVELOPMENT

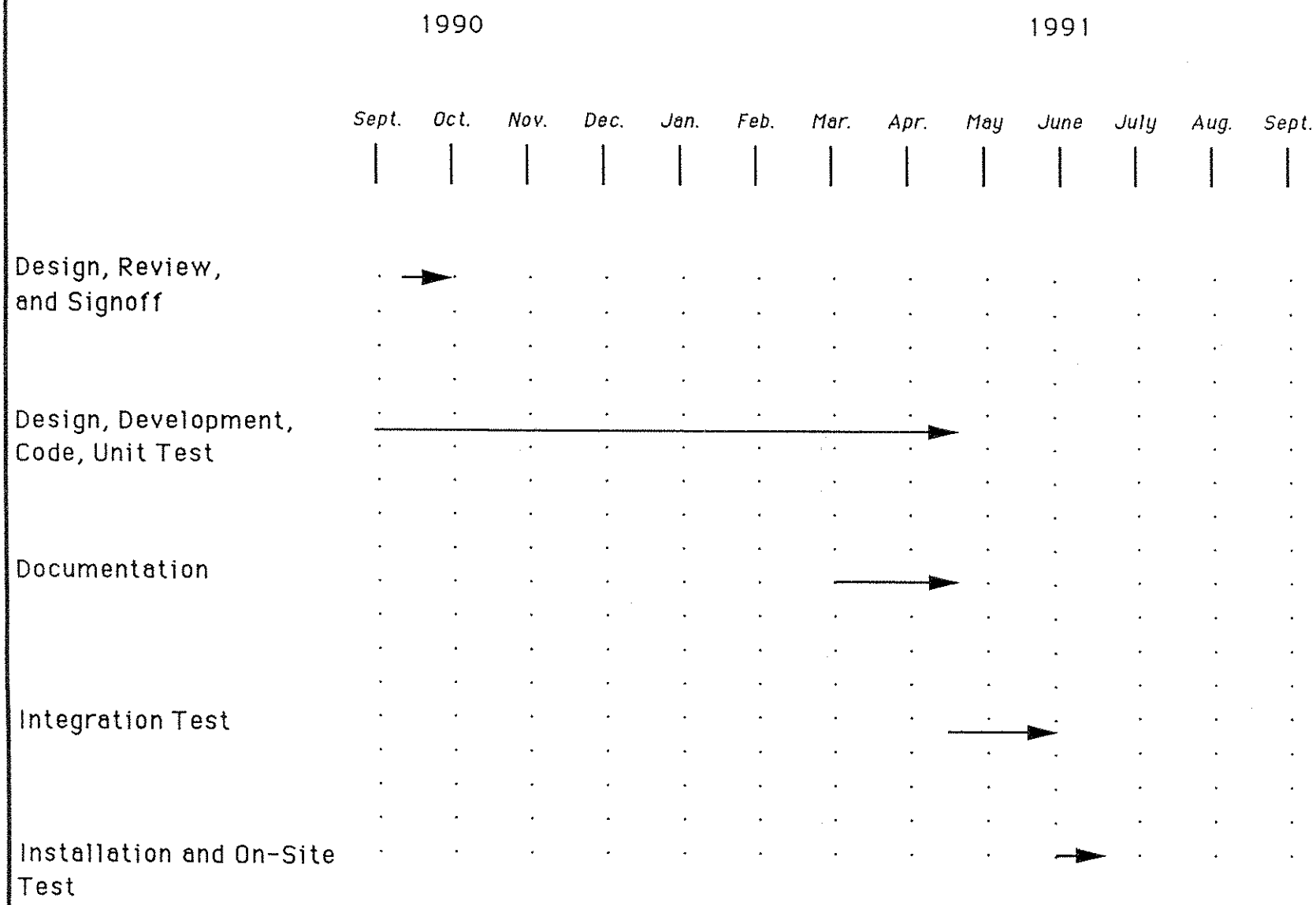

Exhibit H

County Travel Policy

Travel Policy, Authorization and Claims

- General

It is the policy of the Maricopa County Board of Supervisors that, in accordance with A.R.S. 38-621 et. seq., travel expenses may only be incurred by County employees while traveling on necessary County business with proper travel authorization. THIS POLICY SHALL APPLY TO ALL COUNTY EMPLOYEES COMMISSIONERS AND SPECIAL COMMITTEE MEMBERS WHEN TRAVELING AWAY FROM THEIR NORMAL DESIGNATED PLACE OF EMPLOYMENT. Since claims for travel expenses cannot be paid for unauthorized travel, employees should consult their departmental travel coordinator for procedures before performing any travel. All travel must have prior approval.

In turn, it is also policy that employee claims for necessary expenses incurred while traveling on authorized County business be processed in an accurate and expeditious manner. Each department may require a written report from their employees who have attended conferences, meetings, and seminars. These reports may contain at a minimum a brief summary of the topics covered, the benefit to the County and whether future seminars, etc., should be attended by other County employees.

- Travel and Expenses

1. The amount of any travel claim for which an employee may be reimbursed depends upon the destination, length of stay, mode of travel, reason for travel and claim accounting procedure utilized.

2. Point-to-point travel may be performed by privately owned conveyance (automobile), rented automobile, inter-city bus, rail, scheduled air carrier, County vehicle, or by local transportation.

   a. Privately Owned Conveyance

   (This term includes but is not limited to automobile, pick-up truck, van, or a motor-home owned by an employee.) Approved travel by privately owned conveyance must be performed by the most direct regularly traveled route as computed from a highway map or odometer reading. The allowance for this travel shall be a maximum of 21¢ cents per mile. If a traveler elects to drive rather than fly they must have a current request for authorization to use private automobile for County business. For out-of-state travel, the maximum authorized is 21¢ per mile, or the lowest available air fare at the time of trip authorization, whichever is less. Odometer readings must be provided.

   Renting an automobile must be authorized in advance by the County Manager. Miscellaneous receipted expenses (gas, garaging, tolls, parking) will be reimbursed. Otherwise, travel in rented automobiles is allowed at the same 21¢ cents per mile basis as is applicable to private vehicle use.

   When two or more employees traveling together on official business are transported in the same vehicle, only one mileage allowance is payable (A.R.S. 38-623). It is recommended that two or more persons traveling to the same destination travel together, whenever possible.

b. Common Carriers

Travel by common carrier such as scheduled airlines, railroad or intercity bus may be permitted.

(1) Scheduled Airlines

Transportation by scheduled airline shall be the lowest available air fare rate at the time of trip authorization. Tickets must be procured from the Contract vendor. First class air travel is not permitted unless expressly approved by the County Manager. Claims for multiple airline tickets (i.e. if a no cancellation ticket is purchased and not used resulting from a change of departure) are valid ONLY if written documentation justifying the difference is provided to Finance prior to departure.

(2) County Owned Vehicles

If a County owned vehicle is utilized to perform out-of-state travel, prior written approval by the County Manager is necessary. Miscellaneous receipted expenses (gas, garaging, tolls, parking, and emergency repairs) will be reimbursed.

(3) Other Transportation

Transportation such as buses, streetcars, and taxicabs may be authorized if required for the accomplishment of official County business. Transportation to and from common carrier terminals should be by hotel/motel courtesy limousine rather than taxi where such service is available.

Subsistence and Other Expenses

Employees in a travel status may be authorized to be reimbursed for expenses in conjunction with travel such as lodging, meals, communication, registration fees, and other incidental expenses.

1. Lodging

Lodging is defined as payment for overnight accommodations and all mandatory room charges. All claims for overnight accommodations must be substantiated by paid itemized receipts.

a. Within-The-State

Lodging may be claimed in the amount of actual receipted lodging expenses not to exceed fifty ($50) dollars for each twenty-four (24) hour day in a travel status within the State of Arizona. Lodging shall not be claimed within Maricopa County unless approved by the County Manager.

b. Out-Of-State

An allowance may be claimed in the amount of actual receipted lodging expenses not to exceed eighty-five ($85) dollars per twenty-four (24) hour day. If lodging costs are to exceed eighty-five ($85) dollars, a waiver must be approved by the County Manager in advance of travel.

c. Shared Lodging

If a non-County employee shares a room with the County employee, only the single room rate can be claimed for payment. If two or more County employees share a room, the lodging expenses must be divided and shown on each authorization.

2. Expense Allowances

a. Meals

Employees authorized to be in a travel status during one or more of the normal meal periods may claim up to the following allowances including tips without furnishing receipts:

Breakfast	$ 6.00	Is reimbursable when travel commences on or before 6:00 A.M.
Lunch	7.00	Is reimbursable if travel commences on or before 11:00 A.M. and ends at or after 2:00 P.M.
Dinner	12.00	Is reimbursable when travel extends to 7:00 P.M. or beyond or when the traveler leaves for overnight travel on or before 5:00 P.M.
Total 24 Hour Allowance	$25.00	

Employees claiming meal costs in excess of the above amounts must furnish receipts. The maximum allowable amount is up to $35 including tips per 24 hour period. Each 24 hour period begins when the travel status begins. No waiver of this maximum will be allowed.

b. Other Expenses

(1) Conferences, meetings, and seminars. Expenses incurred in attending meetings, conferences or seminars must be supported by a program or literature showing the opening and closing dates/times. If the registration fee includes meals, full allowance for the conference meals will be allowed. No

additional allowance will be permitted for meals included in the registration fees. If lodging is included in the registration fee, it cannot be claimed twice.

(2) Tuition Reimbursement

College credit classes may be reimbursed in any amount up to the total cost of tuition and books at the discretion of the employing department. Travel authorizations are required prior to the start of the semester. Reimbursement is made after the end of the semester providing the following stipulations are met:

(a) The class is directly related to the employee's present job.

(b) A passing grade of "C" or above is received.

(c) The class was taken at an accredited university, college, or community college.

(d) Itemized receipts are provided for all costs.

(3) Communication - Business Only

(a) Long distance calls not able to be placed on a collect basis are reimbursable if documentation is provided by the traveler. For example, if the hotel bill lists a charge of $5 for a long distance call, the traveler will be required to write "business" by the charge and note the number called.

(b) Local phone calls.

(c) Telegrams.

(4) Transportation - Business only

(a) To and from authorized common carrier terminals

(b) Between approved accommodations and conference, meetings, or seminar sites.

(5) Parking, garaging, and toll charges. Long term airport parking or storage fees for privately owned motor vehicles will not be allowed. The County's Contract vendor for plane tickets supplies free parking at their facility at Sky Harbor Airport.

(6) Incidental Expenses

Will be reimbursable up to a maximum of two ($2) per twenty-four (24) hour period, if requested. This includes tips for bellmen, cabs, maid and room service.

(7) Nonreimbursable Expenses

(a) In room movies

(b) Valet and laundry service

(c) Liquor

(d) Entertainment

(e) Personal long distance calls

(f) Long term parking at Sky Harbor Airport.

Travel Authorization

1. All travel for official County business must be authorized in advance of incurring any expenses.

Travel authorization requests shall be submitted to the Department of Finance:

(a) at least ten (10) days prior to departure; and/or

(b) at least ten (10) days prior to any expenses processed.

Claims for travel and associated expenses incurred on unauthorized travel will not be paid.

2. Travel authorization requests for travel dollars not included in the approved budget or in excess of the approved budget will require a letter of justification and approval by the County Manager for a change in budget allocation.
3. Travel will be controlled by line item at the department level.
4. A higher authority, either Elected Official, or Agency Head will review and approve the travel authorizations.
5. Formal travel authorizations are not required for budgeted routine travel, such as the pick-up and transportation of juveniles, patients, or prisoners; also for in-state travel incurring no cost to the County. Records of such travel should be kept by the department or agency director.

Advance Travel Allowances

1. An employee of the County shall be eligible for an advance travel allowance upon approval of the travel authorization.

2. Employees requesting an advance travel allowance are advised that all funds advanced must be accounted for and funds not utilized must be turned in to the Department of Finance at the time the final claim is submitted.

3. Advances shall constitute a lien against wages. Departments should have the individual receiving the advance sign a statement to the effect that he/she understands that travel advances not reimbursed in a timely manner may be deducted from future salary, wages, or travel expense reimbursements.

4. Advance travel allowances for conferences, meetings and seminars will be limited to advance registration fees and transportation costs by common carrier paid to the vendor, and seventy-five (75%) percent of lodging and meal allowance paid to the traveler.

5. Should the travel advance exceed the reimbursement, the department will obtain a personal check, cashiers check or money order, made out to Maricopa County and forward it to the Finance Department for deposit.

6. Prior to final payment to any terminating employee, the department shall insure that all travel advances have been repaid or accounted for. It is the responsibility of each department to maintain a register of advances and reimbursements to insure control over repayment of travel advances.

7. Employees traveling under court orders or for investigative purposes may be provided sufficient funds from the departments revolving fund to defray necessary travel costs. Upon completion of any such travel, all

expenditures must be justified and the excess, if any, turned in to the department immediately. This revolving fund will be replenished from the department's budget based upon properly itemized claims for actual expenses (per diem limits waived) submitted to the Department of Finance.

- Intergovernmental Funded Employees

1. This policy shall apply to employees working for the County but whose salary is paid totally or in part by Intergovernmental Funding i.e., Federal or State.
2. This policy will also be followed by employees working for the County under a particular intergovernmental agency arrangement where such agency specifies that local governmental travel regulations will be followed.
3. Exceptions to the above policy will be made when a particular intergovernmental funded agency specifies a more restrictive procedure or in the event that a legally binding contract exists which contains a different procedure.

- Claims

1. Within thirty (30) days after completion of the authorized travel, a claim against Maricopa County will be submitted to the Department of Finance.
2. The department head is responsible for the legality and accuracy of employees' travel claims.
3. Claims which include lodging, transportation by common carrier or rented automobile shall be accompanied by itemized receipts which have been stamped paid (A.R.S. 38-625).

4. Claims for transportation by scheduled airlines, inter-city bus or rail must be accompanied by airline ticket travel coupon, receipts, etc.
5. Receipts for local transportation such as local buses, trains, rapid transit or streetcars, are not required; <u>receipts for taxicabs are required</u>.
6. For out-of-state travel, expenses may be claimed in the amount of actual receipted lodging expenses up to a maximum of eighty-five ($85) dollars AND receipted meals with a maximum of thirty-five ($35) dollars per day, or meal allowances ($25 per day).
7. If a privately owned vehicle is authorized for out-of-State travel, one day's lodging and meals will be allowed for travel.
8. All claims against meals begin at the time the employee commences travel and end when the employee returns. For periods less than 24 hours, reimbursement may be claimed for:
   a. Amount allowed for each individual meal missed; or
   b. Actual expenses up to $35 maximum allowed.

EXHIBIT I

Supported Technical Environments for PC Products

PCI - Baseline and Client Versions

BASELINE (supported in all releases of CORE)

IRMA/IRMA2/IRMA3
IRMACOM2
IBM 3270 Entry Level Emulation version 1.1 and 1.2
* OS/2 Communications Manager
* IBM Personal Communication /3270
* Async PCI with direct dial up to Renex Protocol converter emulating a VT100 Terminal

* baseline version for future

CLIENT (available but not supportable)	CORE RELEASE
ENVIRONMENT IRMACOM	1.1
FORTE	1.1
Banyan	1.1
ITT	1.1, 1.2
OS2 Version of IBM emulator software for 3270 MCA Board for PS2	2.1
Async PCI with direct dial up to Renex Protocol converter emulating a VT100 terminal	1.1, 1.2
Async PCI with direct dial up to IBM 7171 protocol converter emulating a VT100 terminal	1.1, 1.2
Async PCI connect thru GEONET to IBM 7171 protocol converter emulating a VT100 terminal	1.1, 1.2
Async PCI with direct dial up to the VAX	VAX CORE
PCOX Mainframe Connection on a Novell network using the NetWare 3270 HLLAPI	2.1

AMENDMENT 3
To
Master License and Services Agreement
Between
CGI-AMS Inc.
And Maricopa County, Arizona

This Amendment to the Master License and Services Agreement ("Amendment") is made as of June 1st, 2009 between CGI, formerly known as CGI-AMS ("CGI") and Maricopa County, Arizona ("Customer").

WHEREAS, customer and CGI have entered into a Master License and Services dated September 11, 1990 ("Agreement") for LGFS (AMS Advantage® Financial).

WHEREAS, CGI and Customer have agreed to modify the Agreement by changing certain terms and conditions;

NOW, THEREFORE, in consideration of thereof the foregoing, and for other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. Governing Document
The Agreement is incorporated herein and forms a part of this Amendment. Except as provided below, all other terms and conditions of the Agreement 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 provisions set forth in the Amendment and the Agreement, the Amendment shall govern and control.

2. Additional Software Components
CGI hereby grants to Customer, and Customer hereby accepts, a nonexclusive and nontransferable license to use the computer software components described in Exhibit A to this Amendment ("the "Additional Software"). The Additional Software is the Confidential Information of CGI and its third party software provider and shall be protected by customer in accordance with the terms of the Agreement, specifically Article IV, Section 5.

3. License Fees

As compensation for the license to use the Additional Software, Customer shall pay CGI the license fees set forth in Exhibit A.

4. Exhibit

Exhibit A attached hereto is made part of this Agreement as if fully included in the text.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the effective date, by their respective duly authorized representatives.

CGI Inc. ("CGI")	Maricopa County Arizona ("Customer")
BY: _____ Signature	BY: _____ Signature
Larry Honarvar Printed Name	Wesley W. Baysinger Printed Name
VP, Consulting Services Title	Dir. Mat. Mgmt. Title

EXHIBIT A

CGI Inc.
Master License and Services Agreement

1. Additional Software. CGI is licensing to Customer the following Additional Software:

   50 Business Objects End User Bundle
   Web Intelligence/BOE Professional (for QRA Bundle).

   This Additional Software represents certain third party products (the "Third Party Products") required to be used only in connection with the AMS InfoAdvantage software previously licensed to Customer ("InfoAdvantage"). All rights of Customer in and to the Third Party Products will be governed by the suppliers' license terms accompanying the Third Party Products. CGI does not give or make any warranty of any kind with respect to the Third Party Products. Changes in the InfoAdvantage which CGI may make form time to time may make it necessary for Customer to acquire, at its own expense, updated versions of the Third Party Products or additional third party products.

   CGI is providing to Customer one (1) copy of the Additional Software on machine readable media.

2. License Type. The Additional Software is licensed to Customer on the following basis:

   Named Users. 50 Business Objects End User Bundles

3. License Fee. The license specified in Section 1 of this Amendment is granted to Licensee for a License Fee of $27,000.

(License Fee was invoiced with the charges for one time hosting fees, detailed in Amendment 1 to the Hosting Agreement.)

4. Maintenance Fees. The annual maintenance fee for the Additional Software is included in the Advantage Maintenance fees and will run concurrent with it.

AMENDMENT 4
To
Master License and Services Agreement
Between
CGI Technologies and Solutions Inc., formerly known as CGI-AMS Inc.
and Maricopa County, Arizona

This Amendment to the Master License and Services Agreement ("Amendment") is made as of April 20th, 2010 between CGI Technologies and Solutions Inc., formerly known as CGI-AMS ("CGI") and Maricopa County, Arizona ("Customer").

WHEREAS, Customer and CGI have entered into a Master License and Services Agreement dated September 11, 1990 ("Agreement") for LGFS (AMS Advantage® Financial).

WHEREAS, CGI and Customer have agreed to modify the Agreement by changing certain terms and conditions;

NOW, THEREFORE, in consideration of thereof the foregoing, and for other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. Governing Document
The Agreement is incorporated herein and forms a part of this Amendment. Except as provided below, all other terms and conditions of the Agreement 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 provisions set forth in the Amendment and the Agreement, the Amendment shall govern and control.

2. Additional Software Components
CGI hereby grants to Customer, and Customer hereby accepts, a nonexclusive and nontransferable license to use the computer software components described in Exhibit A-3 to this Amendment ("the "Additional Software"). The Additional Software is the Confidential Information of CGI and its third party software provider and shall be protected by Customer in accordance with the terms of the Agreement, specifically Article IV, Section 5.

3. License Fees

As compensation for the license to use the Additional Software, Customer shall pay CGI the license fees set forth in Exhibit A-3.

4. Exhibit

Exhibit A-3 attached hereto is made part of this Agreement as if fully included in the text.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the effective date, by their respective duly authorized representatives.

CGI Technologies and Solutions Inc. ("CGI")	Maricopa County, Arizona ("Customer")
BY: _____ Signature	BY: _____ Signature
PATRICK J. COLACICCO, VP Printed Name and Title	Wesley L. Baysinger Printed Name and Title
4-19-2010 Date	4/21/10 Date

EXHIBIT A-3

CGI Technologies and Solutions Inc.
Master License and Services Agreement

1. Additional Software. CGI is licensing to Customer the following software components ("Additional Software"):

   Business Objects 4 CPU Enterprise License
   in exchange for previously licensed 100 Named End User Bundles

   This Additional Software represents certain third party products (the "Third Party Products") required to be used only in connection with the AMS InfoAdvantage software previously licensed to Customer ("InfoAdvantage"). All rights of Customer in and to the Third Party Products will be governed by the suppliers' license terms accompanying the Third Party Products. CGI does not give or make any warranty of any kind with respect to the Third Party Products. Changes in the InfoAdvantage which CGI may make form time to time may make it necessary for Customer to acquire, at its own expense, updated versions of the Third Party Products or additional third party products.

   CGI is providing to Customer one (1) copy of the Additional Software on machine readable media.

2. License Type. The Additional Software is licensed to Customer on the following basis:

   CPU: 4 CPU Enterprise License
   Named Users: removal of 100 Business Objects End User Bundles

3. License Fee. The license specified in Section 1 of this Amendment is granted to Licensee for a License Fee of $119,250 with a credit for existing licenses of $30,915 for a total new cost to Customer of $88,335 plus applicable taxes.

4. Maintenance Fees. The annual maintenance fee for the Additional Software is included in the Advantage Maintenance fees and will run concurrent with it. For the period July 1, 2010 through June 30, 2014 CGI is extending to Customer further annual maintenance discounts in the amount of $17,965.12 per year resulting in total annual maintenance fees of $111,036.58 plus applicable taxes.