

---

**SEMINOLE COUNTY GOVERNMENT  
AGENDA MEMORANDUM**

**SUBJECT:** Amendment #5 to RFP-411-97/BJC - Information Services and Systems Agreement

**DEPARTMENT:** Administrative Services

**DIVISION:** Purchasing and Contracts

**AUTHORIZED BY:** Frank Raymond

**CONTACT:** David Santiago

**EXT:** 7106

**MOTION/RECOMMENDATION:**

Approve Amendment #5 to RFP-411-97/BJC - Information Services and Systems Agreement with HTE, Inc. of Lake Mary, Florida, to extend the term of the current Agreement for one (1) year with the option for two (2) additional renewal periods not to exceed one (1) year each.

County-wide

Ray Hooper

---

**BACKGROUND:**

RFP-411-97/BJC provides hardware and software for the County's Information and Services Systems through the County's Business Innovations & Technology Services (BITS) Department.

Amendment #5 will provide for an extension of the current Agreement to continue the services of licensing and support for a period of one (1) year, and may be renewed for two (2) successive periods not to exceed one (1) year each. The term of this Agreement allows the County to discontinue payment for license and support fees, should staff determine at a future date that these services are no longer required by the County. The continued annual expenditure under the Agreement for the extended period from October 1, 2007 through September 30, 2008 is \$142,458.89, which reflects a \$4,000.00 reduction from previous year due to an associated reduction in license requirements.

Funds will be available for fiscal year 07/08 in account 140520.530520 (Business Innovations & Technology Services/Operating Supplies).

**STAFF RECOMMENDATION:**

Staff recommends that the Board Approve Amendment #5 to RFP-411-97/BJC - Information Services and Systems Agreement with HTE, Inc. of Lake Mary, Florida, to extend the term of the current Agreement for one (1) year with the option for two (2) additional renewal periods not to exceed one (1) year each.

**ATTACHMENTS:**

1. RFP-411-97\_BJC Amendment 5 with HTE, Inc.

**Additionally Reviewed By:**

County Attorney Review ( Ann Colby )

**FIFTH AMENDMENT TO INFORMATION SERVICES AND SYSTEMS AGREEMENT  
(RFP-411-97/BJC)**

**THIS FIFTH AMENDMENT** is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ and is to that certain Agreement made and entered into on September 10, 1997, as amended, between **HTE, INC.**, whose address is 1000 Business Center Drive, Lake Mary, Florida 32746, hereinafter referred to as "HTE," and **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as "COUNTY".

**W I T N E S S E T H:**

**WHEREAS**, HTE and COUNTY entered into the above-referenced Agreement on September 10, 1997, as amended, for provision of services, hardware, and software for COUNTY's Information Services and Systems Division (n/k/a Business Innovation and Technology Services or B.I.T.S.); and



**WHEREAS**, the parties desire to amend the Agreement so as to enable both parties to continue to enjoy the mutual benefits it provides; and

**WHEREAS**, Section 21 of the Agreement provides that any amendments shall be valid only when expressed in writing and duly signed by the parties,

**NOW, THEREFORE**, in consideration of the mutual understandings and agreements contained herein, the parties agree to amend the Agreement as follows:

1. Section 3 of the Agreement is amended to read:

**SECTION 3. TERM.** This Agreement, as amended, shall be effective on July 1, 2000, and shall terminate when COUNTY discontinues use of the HTE software application or on September 30, 2008, whichever comes

**OC802476/ON17644**

first. At the option of the parties, this Agreement may be extended beginning on September 30, 2008, for two (2) additional terms, not to exceed one (1) year each.

2. Section 5 of the Agreement is amended to read:

**SECTION 5. COMPENSATION AND PAYMENT.** As compensation for the services rendered pursuant to this Agreement, COUNTY agrees to pay to HTE the following:

(a) FIFTY THOUSAND AND NO/100 DOLLARS (\$50,000.00) - HTE Software License Fees, payable on July 1, 2000.

(b) FIFTY THOUSAND AND NO/100 DOLLARS (\$50,000.00) for services as outlined in Exhibit "B" attached hereto, payable after October 1, 2000, upon completion of the services and acceptance of those services by COUNTY, as defined in Exhibit "B".

(c) An annual maintenance fee of ONE HUNDRED FORTY-TWO THOUSAND FOUR HUNDRED FIFTY-EIGHT AND  89/100 DOLLARS (\$142,458.89). Notwithstanding the foregoing, if COUNTY discontinues use of one or more licensed programs, as shown on Exhibit "C" on or before the end of a term, the fees payable hereunder shall be reduced accordingly.

(d) A fee not to exceed the sum of TWO HUNDRED THOUSAND AND NO/100 DOLLARS (\$200,000.00) per year for additional programming, training, and other miscellaneous services, as may be requested by COUNTY from time to time and which HTE agrees to perform, at their option. Compensation for services under this subsection shall be paid to HTE at the rates as set forth in Exhibit "E", Rate Schedule, attached hereto.

3. Except as herein modified, all terms and conditions of the Agreement shall remain in full force and effect for the term of the Agreement, as originally set forth in said Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this instrument for the purpose herein expressed.

ATTEST:

HTE, INC.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

(CORPORATE SEAL)

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA

\_\_\_\_\_  
MARYANNE MORSE  
Clerk to the Board of  
County Commissioners of  
Seminole County, Florida.

By: \_\_\_\_\_  
CARLTON HENLEY, Chairman



\_\_\_\_\_

For the use and reliance  
of Seminole County only.

As authorized for execution  
by the Board of County Commissioners  
at their \_\_\_\_\_, 20\_\_\_\_  
regular meeting.

Approved as to form and  
legal sufficiency.

\_\_\_\_\_  
County Attorney

AEC:jjr  
8/21/07; 8/24/07  
P:\Users\jroyal\Purchasing 2007\Agreements\RFP-411-97-5th Amd.doc