

7661-04
And 16

**SIXTEENTH AMENDMENT TO
SOFTWARE LICENSE AND SERVICES AGREEMENT
BETWEEN
CS STARS LLC
AND
THE CITY OF JACKSONVILLE
FOR
AUTOMATION OF CITY'S RISK MANAGEMENT FUNCTIONS**

THIS SIXTEENTH AMENDMENT to Agreement is made and entered into in duplicate as of this 2nd day of July, 2014, by and between CS STARS LLC (the "Licensor"), a Delaware limited liability company authorized to do business in the state of Florida with an address at 540 West Madison Street, Chicago, Illinois 60661, and the CITY OF JACKSONVILLE (the "Client"), a municipal corporation existing under the Constitution and the laws of the State of Florida, for a Software License and Services Agreement for the Automation of the Risk Management Functions of the City of Jacksonville (the "Project").

RECITALS:

WHEREAS, as of August 25, 2008, the parties made and entered into City Contract #7661-04 (the "Contract") for the Project; and

WHEREAS, said Contract has been amended fifteen (15) times previously; and

WHEREAS, each amendment to said Contract and all of them constitute a valid and binding part and parcel of and to said Contract (the Contract and its amendments collectively the "Agreement"); and

WHEREAS, said Agreement should be further amended by adding, attaching, and incorporating **Exhibit AA**", which is the First Amendment to Statement of Work #14 (Exhibit "Y"), thus bringing the total Client Support Hours for the period October 1, 2013, through September 30, 2014, to 460 hours, and by increasing the maximum indebtedness by \$21,450.00

to a new not-to-exceed maximum indebtedness of \$1,906,884.00, with all other provisions, terms, and conditions of said Agreement remaining unchanged; now therefore;

IN CONSIDERATION of the Agreement and of the mutual covenants and agreements hereinafter contained and for other good and valuable consideration, the legal sufficiency of which is admitted by the parties, the parties agree to amend said Agreement as follows:

1. The above-stated recitals are accurate, true, and correct and are made a part hereof and are incorporated herein by this reference.

2. Said Agreement is amended in part by adding, attaching, and incorporating the First Amendment to Statement of Work #14 (Exhibit "Y") as new **Exhibit "AA"**, attached hereto, thus bringing the total Client Support Hours for the period October 1, 2013, through September 30, 2014, to 460 hours.

3. Said Agreement is amended in part by increasing the maximum indebtedness by \$21,450.00, as set forth in **Exhibit "AA"**, to a new not-to-exceed maximum indebtedness of ONE MILLION NINE HUNDRED SIX THOUSAND EIGHT HUNDRED EIGHTY-FOUR AND 00/100 USD (\$1,906,884.00) for the period from August 25, 2008, through September 30, 2014.

4. The parties to said Agreement and to this Sixteenth Amendment represent and warrant that the persons signing this Sixteenth Amendment have the authority to sign and execute this Sixteenth Amendment for and on behalf of his or her respective party and to bind his or her respective party to all terms, performances, and provisions herein.

SAVE AND EXCEPT as expressly amended in this instrument, the provisions, terms, and conditions of the Agreement (City of Jacksonville Contract # 7661-04) as previously

amended shall remain unchanged and shall continue in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

WITNESS:

CS STARS LLC

By Phyllis Zavala
Signature
Phyllis Zavala
Type/Print Name
Business Ops Analyst II
Title

By [Signature]
Signature
CHRIS 0007
Type/Print Name
CFO
Title

Karen Bowling
Chief Administrative Officer
For: Mayor Alvin Brown
Under Authority of:
Executive Order No. 2013-04

ATTEST:

CITY OF JACKSONVILLE

By James R. McCain, Jr.
James R. McCain, Jr.
Corporation Secretary



By [Signature]
Alvin Brown
Mayor

In compliance with Section 24.103(e) of the Ordinance Code of the City of Jacksonville, I do certify that there is an unexpended, unencumbered, and unimpounded balance in the appropriation sufficient to cover the foregoing Agreement and that provision has been made for the payment of the monies provided therein to be paid.

[Signature]
Director of Finance
Contract # 7661-04, Amendment #1516
[Signature]

Form Approved:

[Signature]
Office of General Counsel

CS STARS

Exhibit "AA"

First Amendment to Statement of Work #14 (Exhibit Y)

This FIRST AMENDMENT TO STATEMENT OF WORK #14 ("*Amendment*") effective June 1, 2014 (the "*Amendment Effective Date*") is entered into between CS STARS LLC ("*CS STARS*") and THE CITY OF JACKSONVILLE, FL ("*Client*"). This Amendment amends the Statement of Work #14 ("*SOW #14*") made between the parties pursuant to the SOFTWARE LICENSE AND SERVICES AGREEMENT entered into by the parties as of August 25, 2008 (as amended, the "*Agreement*"). This Amendment is subject to the terms and conditions of the Agreement.

I. AMENDMENT.

The parties agree to amend SOW #14 as set forth below.

1.1 Deliverables. Section 1. E. Ongoing Services and Travel of SOW #14 shall be amended to include the following additional deliverables:

Additional Client Support Hours	110 additional hours, bringing the total Client Support Hours for the period 10/1/2013-9/30/2014 to 460 hours.
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1.2 Compensation. Section 2. Pricing and Invoice Schedule of SOW #14 shall be amended by inserting the following into the pricing table and by replacing the last paragraph in the Section with the below paragraph:

Amendment Fee	\$21,450	Billed on execution of this Amendment
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As required by Section 106.431, *Ordinance Code*, the maximum indebtedness of the City for the fifth Renewal Term of the Agreement, as set forth in Statement of Work #14 shall be \$421,450: \$374,500 as the License and Services fees for the Term of Statement of Work #14, as set forth above; \$5,000 for travel expenses; \$19,500 for the Medicare Section 111 Solution Option 1 annual fee, \$8,000 for EDI transactional billings and \$21,450 for additional support hours added via this Amendment #1 to SOW #14, provided, however, that (a) if it appears that said maximum indebtedness will be exceeded, the parties shall execute a written amendment accordingly and (b) until and unless the parties execute a written amendment to Statement of Work #14, CS STARS shall have no obligation to perform any Services that result in Fees in excess of the City's maximum indebtedness.

CS STARS

II. MISCELLANEOUS.

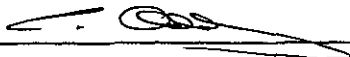
2.1 **No Modification.** Except as expressly modified in this Amendment, SOW #14 remains unchanged and in full force and effect; provided, however, that in the event of a conflict between SOW #14 and this Amendment, the terms of this Amendment shall be controlling.

IN WITNESS WHEREOF, the undersigned have duly executed this Amendment, or have caused this Amendment to be duly executed on their behalf, as of the Amendment Effective Date.

Agreed to:

CS STARS LLC

By



Authorized Signature

Name (type or print): Chris 0001

Title: CFO

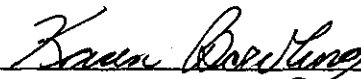
Date: 6/23/2014

Address: 3401 MADISON ST, CHICAGO, IL.

Agreed to:

THE CITY OF JACKSONVILLE, FL

By



Authorized Signature

Karen Bowling

Name (type or print): Chief Administrative Officer

For: Mayor Alvin Brown

Under Authority of:

Executive Order No. 2013-04

Date:

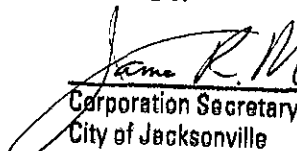
Address:

Please return a copy of this Amendment to the persons shown above.

FORM APPROVED


ASSISTANT GENERAL COUNSEL

ATTEST:


Corporation Secretary
City of Jacksonville