

AMENDMENT O
To
Proprietary Software License and Maintenance Agreement

This Amendment O (“Amendment”) is issued pursuant to the Proprietary Software License and Maintenance Agreement dated as of September 30, 1986 as amended (the “Agreement”) between Tulare County California (“County”) and CGI Technologies and Solutions Inc. (“CGI”), (formerly American Management Systems, Incorporated) as successor-in-interest to American Management Systems, Inc., is made as of April 1, 2018 (“Effective Date”).

WHEREAS, County and CGI previously agreed to enter into the following Amendments to change certain terms and conditions:

December 30, 1986 (Amendment A);
September 12, 1989 (Amendment B);
December 6, 1994 (Amendment C);
December 6, 1994 (Amendment D);
June 30, 2005 (Amendment E);
May 4, 2010 (Amendment F);
January 11, 2011 (Amendment G);
November 6, 2012 (Amendment H);
April 16, 2013 (Amendment I);
April 1, 2013 (Amendment J);
April 1, 2016 (Amendment K);
April 1, 2017 (Amendment L);
April 1, 2017 (Amendment M);
April 1, 2017 (Amendment N); and

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

NOW, THEREFORE, IT IS AGREED BY AND BETWEEN THE PARTIES HERETO:

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 of inconsistency between the provision set forth in the Amendment and the Agreement, this Amendment shall govern and control.

2. Extension of Enhanced Maintenance Services (EMS) – Patch Set Services

This Amendment extends the Amendment L Work Request for EMS – Patch Set Services from April 1, 2018 through March 31, 2019.

a. Services to be Performed and Schedule of Performance:

The scope of the work will be limited to:

1) Enhanced Maintenance Services (EMS) - Patch Set Services:

- Establish and maintain a copy of the County’s Advantage Financial 3.8.0.2 production code base and representative County data at CGI facilities.
- Ready-to-run County-specific code merges (Patch Sets) for County requested Advantage Financial 3.8.0.2 defect resolutions.

- Patch Set content documentation and Patch Set testing guidelines documentation.
- Patch Set Delivery – A total of two (2) Patch Sets.
 - Mandatory Patches will be included at no additional costs.
 - The total number of incident resolutions per year should not exceed 15. Each Patch Set will include around seven (7) critical, serious, or moderate severity incident resolutions (excluding Mandatory Patches).
 - Additional incidents (over 15 per year) will be covered at a rate of \$1,500 / incident. Please note, incident resolutions do not cover technology compatibility releases for third-party products including, but not limited to, Oracle, WebSphere, Adobe, Microsoft Windows, Microsoft SQL Server, and RedHat.

2) Enhanced Maintenance Services (EMS) – Extended Phone Support Services:

- The County will be provided with a toll free number for contacting CGI for any urgent production application issue involving Advantage Financial 3.8.0.2.
- This hotline is staffed 24x365 for issue submission and discussion of client provided artifacts. These artifacts will be used to initiate the issue resolution process, which will occur during EMS extended support hours.
- EMS extended support hours for issue resolution are generally Monday thru Friday 24 hours per day excluding major holidays observed by CGI, the list of which CGI will provide at the outset of each contract year.
- This service will be in effect starting with the effective date of the Agreement.

3) Enhanced Maintenance Services (EMS) – Discretionary Services

- CGI will expend up to 150 hours of services to provide the County with functional and technical support.
- These discretionary hours are available to the County beginning with the effective date of the Agreement and do not rollover year over year. The Service hours will be performed remotely.

b. Deliverables and Schedule of Performance:

- 1) Patch Set Delivery: A total of two (2) Patch Sets. The total incident resolutions for the duration should not exceed 15 patches.
 - Tentative Patch Delivery Dates
 - Patch Set 1 – September 2018
 - Patch Set 2 – February 2019
- 2) Discretionary Hours:
 - 150 service hours will be provided to the County effective April 1, 2018.

c. Compensation:

EMS fees shall be payable based on the following schedule:

Term	Fee
Year 1 April 1, 2018 - March 31, 2019	\$87,894.45

d. Payment Terms:

CGI will invoice on April 1 for the annual amount specified above. Payment is due within thirty (30) days of invoice date.

e. Work Request Manager:

The Work Request Manager is:

Sean Woods

f. Resources and Responsibilities of County:

County will provide the following resources and has the following responsibilities in supporting CGI's performance of the Services:

- 1) **Services or Support:** The County would be responsible for the following tasks according to the project schedule above in "Deliverables and Schedule of Performance". If the County fails to perform its responsibilities in a commercially reasonable time for the respective County activity, prevents CGI from or delays CGI in performing the Services, CGI will be entitled to an equitable adjustment in the schedule for performance and the compensation otherwise payable to it under this work request. In such event, the parties will mutually agree upon a Change Order documenting the adjustments.
 - List of patch requests for the Patch Sets at least eight (8) weeks prior to the patch set delivery date
 - Code Installation – County will be responsible for installing the code delivered by CGI to their test environment(s) and production environment. County should only make updates to Advantage Financial application code via EMS Patch Sets.
 - Acceptance Test – County will be responsible for developing the acceptance test plan, populating the databases for acceptance test and conducting the acceptance tests in their environment. Upon receipt of a Patch Set, County will install and test the contents of the Patch Set within 45 days reporting any issues to CGI via the standard Advantage Support Center issue submission portal.
- 2) **Facilities and Equipment:** N/A
- 3) **Environments:** County will test all patches in a test environment prior to moving them into production. County will also make available County's Advantage Financial production environment and database after the migration of each Patch Set to production for CGI to upgrade their environment.
- 4) **Proprietary Materials:** N/A

g. Other Provisions:

- 1) EMS is only effective as long as the County remains current on standard CGI Advantage Maintenance as defined in the Software Maintenance Agreement.

- 2) The pricing included in this agreement assumes that the County will use CGI Accelerate through go live for their next minor (or major) release upgrade. Should the County upgrade without CGI Accelerate, there will be additional setup costs for re-establishing the EMS environments.
- 3) Support for any future upgrades, including but not limited to Major, Minor or Compatibility Release upgrades is not included in this agreement.
- 4) Should the County elect to move to a Managed Advantage offering within this term, any appropriate payments made towards EMS will be credited towards the succeeding Managed Advantage contract.

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)

Tulare County California (County)

By: Pankaj Joshi

By: _____

Name: PANKAJ JOSHI

Name: Pete Vander Poel

Title: VP, CONSULTING SVCS.

Title: Chairman, Board of Supervisors

By: Heidi Green

Title: VP, Consulting Services

ATTEST: MICHAEL C. SPATA
County Administrative Officer/Clerk of the Board
of Supervisors of the County of Tulare

By _____
Deputy Clerk

[California Corporations Code section 313 requires that contracts with a Corporation be signed by both (1) the chairman of the Board of Directors, the president or any vice-president (or another officer having general, operational responsibilities), and (2) the secretary, any assistant secretary, the chief financial officer, or any assistant treasurer (or another officer having recordkeeping or financial responsibilities), unless the contract is accompanied by a certified copy of the corporation's Board of Directors' resolution authorizing the execution of the contract.]

Approved as to Form
County Counsel

By: [Signature] 2018451
Deputy

Date: 4/10/2018