

**AMENDMENT Q**  
**To**  
**Proprietary Software License and Maintenance Agreement**

This Amendment Q ("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, 2019 ("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 1, 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, 2018 (Amendment N);  
April 1, 2018 (Amendment O);  
February 1, 2019 (Amendment P); 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 O Work Request for EMS – Patch Set Services from April 1, 2019 through March 31, 2022.

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:

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

- Patch Set content documentation and Patch Set testing guidelines documentation.
- Patch Set Delivery
  - The total number of incident resolutions per year shall not exceed 15. Each Patch Set will include approximately 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 \$4,000 per 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.
  - Advantage Financial Tax Release Patch Sets for tax years 2019, 2020, and 2021.
  - Mandatory Patches will be included at no additional costs.

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

- CGI will provide extended phone support services hours for issue resolution Monday through 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.

3) Enhanced Maintenance Services (EMS) – Discretionary Services

- CGI will expend up to 150 discretionary services hours per contract year to provide the County with remote functional and technical support services in support of application maintenance. Discretionary service hours do not carry over from year to year, and can only be used during the Period of Performance of this Amendment.

b. Deliverables and Schedule of Performance:

Patch Set Delivery: A total of two (2) Patch Sets each contract year. The total incident resolutions for the duration should not exceed 15 patches each contract year.

- Tentative Patch Delivery Dates:
  - Patch Set 1 – September 2019
  - Patch Set 2 – February 2020
  - Patch Set 3 – September 2020
  - Patch Set 4 – February 2021
  - Patch Set 5 – September 2021
  - Patch Set 6 – February 2022

c. Compensation:

EMS fees shall be payable based on the following schedule:

Term	Fee
Year 1: April 1, 2019– March 31, 2020	\$93,607.59
Year 2: April 1, 2020– March 31, 2021	\$102,968.35
Year 3: April 1, 2021– March 31, 2022	\$113,265.18

d. Payment Terms:

CGI will invoice each April 1<sup>st</sup> 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:

Peg Yeates
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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.
- 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 Proprietary Software License and Maintenance Agreement.
- 2) The pricing included in this agreement assumes that the County will use CGI Upgrade Services (formerly known as Accelerate) through go live for their next minor (or major) release upgrade. Should the County upgrade without CGI Upgrade Services, there will be additional set up 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.

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: Kuyler Crocker

Title: Vice President, Consulting Services

Title: Chairman, Board of Supervisors

By: \_\_\_\_\_

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

ATTEST: Jason T. Britt  
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: \_\_\_\_\_  
Deputy

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