



ORANGE COUNTY
AUDITOR-CONTROLLER
CONTRACT WITH
CGI TECHNOLOGIES AND SOLUTIONS INC.
FOR
CAPS+ FS, HR, & BRASS/PERFORMANCE BUDGETING (PB)
TEN YEAR
MAINTENANCE AND SUPPORT SERVICES

CONTRACT #
MA-003-11012413
AMENDMENT FIVE

AMENDMENT No. 5
To
CONTRACT NO. MA-003-11012413
FOR CAPS+FS, HR, & BRASS/PERFORMANCE BUDGETING (PB)
ANNUAL MAINTENANCE AND SUPPORT
between
County of Orange
and
CGI Technologies and Solutions Inc.

This Amendment ("Amendment") to Contract MA-003-11012413 for CAPS+ FS, CAPS+ HR and BRASS/PERFORMANCE BUDGETING (PB) Maintenance and Support Services (hereinafter referred to as "Contract") is made and entered into upon execution of all necessary signatures by and between County of Orange, a political subdivision of the State of California ("County") and CGI Technologies and Solutions Inc. ("Contractor" or "CGI").

WHEREAS, County and Contractor executed the Contract, which is effective July 1, 2011 through June 30, 2021; and

WHEREAS, County and Contractor executed Contract number MA-003-13012150 for Professional services, Brass to Performance Budgeting Upgrade, effective June 25, 2013, to add additional Software, add additional Bundled Software Product and upgrade certain Bundled Software Product; and

WHEREAS, County and Contractor executed Amendment No. 1 to the Contract, effective June 4, 2014, to amend the services provided thereunder in light of upgrades to the software provided by the Contractor; and

WHEREAS, on October 6, 2015, through contract number MA-003-16010046, the Parties amended and restated the County's perpetual, non-exclusive license, which was included as Attachment D (the "Proprietary Software License Agreement") to MA-003-16010046, to use the software (the "Software") that was the subject of the prior agreements between the County and the Contractor and amendments thereto, including contract number N1000009062, contract number N1000010903, contract number MA-003-13012150, and Proprietary Software License Agreement, dated June 25, 2013; and

WHEREAS, on October 6, 2015, the County and Contractor entered into Amendment No. 2 to purchase additional maintenance and support services for new and upgraded Software that the County had acquired from the Contractor pursuant to contract number MA-003-16010046; and

WHEREAS, on October 2, 2018, the County and Contractor entered into Amendment No. 3 to amend and restate the Proprietary Software License Agreement for the purpose of exchanging licensing Convey 1099 Bundled Software Product for CGI Advantage 1099 software at no additional cost to County; and

WHEREAS, the Parties have entered into contract number MA-003-20010753, for Professional Services, Advantage PB Upgrade, pursuant to which Contractor is delivering the Advantage Performance Budgeting (PB) Upgrade to the County; and

WHEREAS, on January 14, 2020, the County and Contractor entered into Amendment No. 4 to amend the Contract to reflect that the software that Contractor is delivering to the County pursuant to MA-003-

20010753 is subject to the terms and conditions of the Proprietary Software License Agreement, and to upgrade and purchase certain Bundled Software Products and purchase additional CGI Advantage Software; and

WHEREAS, the Parties desire to amend the Contract through this Amendment No. 5 to correct the maintenance fee table in Article 24 to reflect the amendments made in Amendment No. 5 and to include the cost for a one-time License Fee of \$1,644.46 as indicated in Paragraph 5 of Attachment E, Exhibit A.

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

1. Article 24, of the Contract as amended entitled "Payment – Invoicing Instructions," on pages 15 of 25 and 16 of 25, shall be replaced in its entirety with the following amended terms:

24. Payment – Invoicing Instructions: The total amount of this Contract shall not exceed \$11,693,111.89.

The contractor will provide a two-part invoice on the contractor's letterhead for maintenance services rendered. In the case of goods, the contractor will leave an invoice with each delivery. Each invoice will have a number and will include the following information:

1. Contractor's name and address
2. Contractor's remittance address, if different from 1, above
3. Name and telephone number of contact for questions concerning invoice
4. Contractor's Federal ID number
5. Contract Agreement number (MA-003-11012413)
6. Date of order
7. Product/service description, quantity, and prices
8. Sales tax, if applicable
9. Freight/delivery charges, if applicable
10. Total

Payment shall be payable upon submission of invoice. Total Contract amount is a fixed fee amount in accordance with the schedule below. Invoice to be submitted to County as provided below. Contractor shall reference the Contract number, MA-003-11012413, on invoice. Payment will be net 30 days after receipt of invoice in a format acceptable to the County and verified and approved by the Auditor-Controller and subject to routine processing requirements. The responsibility for providing an acceptable invoice rests with the Contractor.

Billing shall cover services and/or goods not previously invoiced. Payments made by the County shall not preclude the right of the County from thereafter disputing any items or services involved or billed under this Contract and shall not be construed as acceptance of any part of the goods or services.

Contractor shall extend to the County a discounted rate of increase of 3% annually for ten years for CAPS+ Financial and CAPS+ HR/Payroll maintenance. If the County terminates the Contract prior to the end of the ten year term without cause as defined in Paragraph J, the County will pay the difference between the standard five years rate of increase (5%) and the discounted rate of increase (3%) for prior maintenance periods that the County paid for at the discounted rate of increase

through the date of termination. BRASS maintenance will increase from Year 1 to Year 2 and 3. BRASS shall be replaced with Performance Budgeting (PB) for the remaining life of the Contract.

Maintenance Period	Fin/info/ Third Party	HR/Third Party	BRASS	PB Third Party Software Changes Per Amendment 4	Total
July 2011 - June 2012	\$429,215.70	\$435,522.18	\$124,260.00		\$988,997.88
July 2012 - June 2013	\$442,092.17	\$448,587.85	\$130,800.00		\$1,021,480.02
July 2013 - June 2014	\$455,354.94	\$462,045.48	\$130,800.00		\$1,048,200.42
Maintenance Period	Fin/info/ Third Party	HR/Third Party	Performance Budgeting (PB)		
July 2014 - June 2015	\$469,015.58	\$475,906.85	\$173,613.24		\$1,118,535.67
July 2015 - June 2016	\$487,107.71	\$490,184.05	\$178,821.65		\$1,156,113.41
July 2016 - June 2017	\$502,549.41	\$504,889.57	\$184,186.29		\$1,191,625.27
July 2017 - June 2018	\$517,625.89	\$520,036.26	\$189,711.88		\$1,227,374.03
July 2018 - June 2019	\$533,154.67	\$535,637.35	\$195,403.24		\$1,264,195.26
July 2019 - June 2020	\$549,149.32	\$551,706.47	\$201,265.33	\$19,426.53	\$1,321,547.65
July 2020 - June 2021	\$565,623.80	\$568,257.66	\$207,303.29	\$13,857.53*	\$1,355,042.28
Total	\$4,950,889.19	\$4,992,773.72	\$1,716,164.92	\$33,284.06	\$11,693,111.89

* The one-time license fee set forth in Paragraph 5 of Exhibit A to Attachment E of \$1,644.46 as amended, is included in these charges.

2. Paragraph 2 of Attachment A, entitled, "Scope of Work" as amended, including the table added in Amendment No. 4 to the Contract, shall be replaced in entirety with the following amended terms:
 2. **Maintenance Fee.** The total maintenance fee shall not exceed the amount set forth in Article 24 of the Contract. The maintenance fee is payable annually as stated in Article 24 of the Contract, entitled, "Payment Invoicing Instructions," as amended. This cost may be adjusted if software is added or deleted during the term.

County may purchase maintenance services for the Software for subsequent Maintenance periods in which CGI is offering maintenance services at Contractor's then current rates.

3. Except as amended here, all other terms and conditions of this Contract shall remain unchanged, in full force and effect.

[signature page follows]

SIGNATURES

The Parties hereto have executed this Contract on the dates shown opposite their respective signatures below.

Contractor*: CGI TECHNOLOGIES AND SOLUTIONS INC.

Joanna Robinson

Print Name


Signature

Senior Vice President, Consulting Services

Title

October 22, 2020

Date

Eric McFadden

Print Name


Signature

Vice President, General Counsel & Assistant Secretary

Title

October 22, 2020

Date

* Unless otherwise demonstrated that the person(s) executing this Contract on behalf of Contractor has the requisite authority to legally obligate and bind Contractor, if the Contractor is a corporation, signatures of two specific corporate officers are required as further set forth. The first corporate officer signature must be one of the following: 1) the Chairman of the Board; 2) the President; 3) any Vice President. The second corporate officer signature must be one of the following: a) Secretary; b) Assistant Secretary; c) Chief Financial Officer; d) Assistant Treasurer.

COUNTY OF ORANGE, A POLITICAL SUBDIVISION OF THE STATE OF CALIFORNIA:

Maribel Garcia

Print Name


Signature

DPA

Title

10-22-20

Date

Approved by Board of Supervisors on:

Date _____

County of Orange, Office of the County Counsel

APPROVED AS TO FORM:

Supervising Deputy County Counsel

Date _____