



AMENDMENT NO. 1718
TO CONTRACT NO. MA-074-10010057
WITH FIS CAPITAL MARKETS US LLC
FOR QUANTUM SOFTWARE

This Amendment Number Eighteen to Contract No. MA-074-10010057 is entered into by the County of Orange, a political subdivision of the State of California, with a place of business at 601 N. Ross Street, Second Floor, Santa Ana, CA 92701 (hereinafter "County") and FIS Capital Markets US LLC, a Delaware limited liability company, having its principal place of business at 601 Riverside Avenue, Jacksonville, FL 32204 (hereinafter "FIS", "SunGard" or "Contractor"), which are sometimes individually referred to as "Party", or collectively as "Parties".

ATTACHMENTS

This Contract is comprised of this document and the following attachment, which is attached hereto and incorporated by reference into this Contract:

Attachment A – Project Definition Report – Quantum Upgrade

RECITALS

WHEREAS, County and Contractor entered into Contract N1000004284 for Quantum Software License and Services (hereinafter "Original Contract"), effective March 19, 2002, through March 18, 2007; and

WHEREAS, Parties executed Amendment Number One to convert the initial limited license to a perpetual license, and to provide maintenance and support on an annual basis for \$90,000 plus taxes and CPI, effective June 30, 2007 through June 29, 2008; and

WHEREAS, Parties executed Amendment Number Two to revise each "Renewal Support Term," as defined in Section 5.2 of the First Amendment, shall commence yearly on July 1 and terminate on June 30, and to renew the annual maintenance and support for an additional one-year term, effective July 1, 2008, through June 30, 2009, in an amount not to exceed \$103,351.68; and

WHEREAS, Parties executed Amendment Number Three to upgrade the Quantum and Risk software to version 4.5 and AvantGard Risk software to 4.5; and

WHEREAS, Parties executed Amendment Number Four to clarify the pricing for SunGard Consulting Fees on Attachment B, Price Summary of Amendment No. 3; and

WHEREAS, Parties executed Amendment Number Five to increase the total licenses for Concurrent Users from five (5) to ten (10), increase the total number of Named Users from ten (10) to twenty (20), increase the annual maintenance and support fee, and change SunGard's address for notices; and

WHEREAS, Parties executed Amendment Number Six to increase the amount due in Amendment No. 5 due to include sales for additional Quantum licenses, change the Contract Number

from N2000004284 to MA-074-10010057 due to an upgrade in the County Financial System; and

WHEREAS, Parties executed Amendment Number Seven to renew the license annual maintenance and support, effective July 1, 2010, through June 30, 2011, in an amount not to exceed \$108,726.03; and

WHEREAS, Parties executed Amendment Number Eight to renew the license annual maintenance and support, effective July 1, 2011, through June 30, 2012, in an amount not to exceed \$98,327.03, and to clarify calculation of the Annual Support Fee of the Original Contract; and

WHEREAS, Parties executed Amendment Number Nine to renew the license annual maintenance and support, for an additional three (3) year term, effective July 1, 2012 through June 30, 2015, with a two optional one (1) year extensions of the license annual maintenance and support, in an amount not to exceed \$77,000 per year, and to delete and replace Section 5.2, Annual Support Fees, of the Original Contract and also section "Schedule A-1" of the First Amendment titled "Support" in the "Other Terms"; and

WHEREAS, Parties executed Amendment Number Ten to renew the annual license maintenance and support, effective July 1, 2015, through June 30, 2016, in an amount not to exceed \$77,000.00; and

WHEREAS, Parties executed Amendment Number Eleven to renew the annual license maintenance and support, effective July 1, 2016, through June 30, 2017, in an amount not to exceed \$77,000.00; and

WHEREAS, Parties executed Amendment Number Twelve to upgrade the Quantum software to version 6.3 for a one time cost not to exceed \$130,000, renew the annual maintenance and support for an additional three (3) year term effective July 1, 2017 through June 30, 2020 with two (2) optional one-year renewals, in an amount of \$77,000 per year, and authorize the County to add up to five (5) "lite" users at a one-time licensing cost of \$900 per user and an annual increase in maintenance cost of \$180 per "lite" user; and

WHEREAS, Parties executed Amendment Number Thirteen to upgrade the Quantum software to version 6.8 at a one-time cost not to exceed \$374,400, as stated in the Professional Services Order dated March 24, 2020; and

WHEREAS, Parties Amendment Number Fourteen to renew the annual license maintenance and support, effective July 1, 2020, through June 30, 2021, in an amount not to exceed \$81,752; and

WHEREAS, on January 21, 2021, FIS filed a certificate of merger with the California Secretary of State with the surviving entity operating as FIS Capital Markets US, LLC and requested that notices be sent to an updated address; and

WHEREAS, Parties executed Amendment Number Fifteen to renew the annual license maintenance and support, effective July 1, 2021, through June 30, 2022, in an amount not to exceed \$83,126; and

WHEREAS, Parties executed Amendment Number Sixteen to renew the annual maintenance and support, for an additional one (1) year term, effective July 1, 2022, through June 30, 2023, in an amount not to exceed \$88,996; and

WHEREAS, Parties executed Amendment Number Seventeen to renew the annual maintenance and support, for an additional one (1) year term, effective July 1, 2023, through June 30, 2024, in an amount not to exceed \$94,781; and

WHEREAS, Parties now desire to amend the Contract to extend the contract for an additional three (3) year term, effective July 1, 2024 through June 30, 2027, with two (2) optional one-year renewals in a starting amount of \$99,520 per year with each successive year at the prior year's rate plus ECI +2% and update the County from the 2020.4 version to the 2024.x version of the software at a one-time cost not to exceed \$305,000 as stated in the Project Definition Report. Renewal cancellations must be sent in writing 90 days in advance of the auto renewal dates.

NOW, THEREFORE, the Parties mutually agree:

1. **Current Version:** Contractor will update the County from version 2020.4 to the 2024.x version of the FIS Quantum environment, as specified in Attachment A, Project Definition Report, in an amount not-to-exceed \$305,500.
2. **Term of Contract:** Annual maintenance and support is hereby extended for three (3) years, effective, July 1, 2024, through June 30, 2027 with two (2) additional optional one-year renewals in an amount not-to-exceed \$99,520 per year for the first year, and subsequent years at an amount not-to-exceed the prior year's rate plus ECI + 2%. Renewal cancellation must be sent in writing 90 days in advance of the auto renewal date.
3. This Amendment modifies the Contract as previously amended, as set forth herein. Wherever there is a conflict in the terms or conditions between this Amendment and the Contract, including all previous amendments, the terms and conditions of this Amendment shall prevail. In all other respects, the terms and conditions of the Contract, including its previous amendments, remain unchanged, in full force and effect.

SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment on the dates opposite their respective signatures:

FIS CAPITAL MARKETS US LLC*:

Print Name Title

Signature Date

Print Name Title

Signature Title

***Pursuant to California Corporations Code Section 313, If the Contracting party is a corporation, (2) two signatures are required:**

- 1) *The document must be signed by two people. One of them must be the chairman of the board, the president, or any vice-president. The other must be the secretary, any assistant secretary, the chief financial officer, or any assistant treasurer.*
- 2) *One corporate officer may sign the document, providing that written evidence of the officer's authority to bind the corporation with only his or her signature must be provided. This evidence would ideally be a corporate resolution.*
- 3) *In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signature to bind the company.*

**County of Orange, a political subdivision of the State of California
Office of Treasurer-Tax Collector**

Print Name Title

Signature Date

**APPROVED AS TO FORM
Office of the County Counsel Orange County, California**

By: _____ Date: _____