

Amendment No. 20
To
Proprietary Software Maintenance Agreement No. 1402716
between
CGI Technologies and Solutions Inc.
and
Monterey County, California

This Amendment No. 20 (Amendment) to the Proprietary Software Maintenance Agreement No. 1402716, (“Agreement”) by and between CGI Technologies and Solutions Inc. (“CGI”) and Monterey County, California (“Customer” or “County” or “Monterey County”) is made July 1, 2024 (“Amendment Effective Date”).

WHEREAS, Customer and CGI entered into a Proprietary Software Maintenance Agreement, No. 1402716, dated April 7, 2008 (“Agreement”) for support of CGI’s proprietary software product known as AMS Advantage and identified subsystems and third party products; and

WHEREAS, the parties agreed to delivery of Enhanced Maintenance Services (EMS) made necessary by Monterey County’s unique business practices in Amendment No. 7 to the Proprietary Software Maintenance Agreement, No. 1402716, effective July 26, 2011; and

WHEREAS, CGI and Customer agreed to extend CGI’s provision of EMS for a period of two (2) years through this Amendment 20.

WHEREAS, CGI and Customer further seek to modify the Agreement for an additional two (2) years for provision of EMS and software maintenance services and to increase the amount of the Agreement through this Amendment 20;

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

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 provisions set forth in the Amendment and the Agreement, this Amendment shall govern and control.

2. Exhibit A

Exhibit A of the Agreement is amended with the attached Exhibit A to establish the Maintenance Fee Schedule for July 1, 2024 through June 30, 2026, and to reflect the extension of maintenance services and EMS to be provided by CGI to Customer during this period.

3. Payment Terms

The Maintenance Fees specified in Section 2 of the attached Exhibit A are governed by the payment terms of the Agreement. All Maintenance Fees are to be paid to CGI in United States Dollars, by wire transfer of funds to an account designated by CGI or by check sent to Bank of America, c/o CGI Technologies and Solutions Inc. at 12907 Collections Center Drive, Chicago, IL 60693. All other payment terms of the Agreement apply to this Amendment.

4. Services to be Performed and Schedule of Performance:

The scope of the work will be limited to:

- A. Enhanced Maintenance Services (EMS) - Patch Set Services:

- (1) Maintenance of a copy of Monterey County's Advantage HRM and Advantage Financial production code base and representative County scrubbed data at CGI facilities.
- (2) Issue and resolution support for the County's Advantage HRM and Financial customizations.
- (3) Patch Set Delivery of a total of four (4) ready-to-run County-specific code merges (Patch Sets) per year for mutually agreed Advantage HRM and Advantage Financial defect resolutions as more fully described in this Section.
 - i) Baseline resolutions for Advantage HRM and Advantage Financial (limited to 50 per year) will be included in the four (4) annual Patch Sets. Custom resolutions to Advantage HRM and Advantage Financial (limited to 10 per year) will be included in the four Patch Sets. County and CGI will mutually agree on which resolutions are considered custom. These patch set counts apply to Advantage Financial and Advantage HRM combined.
 - ii) Mandatory Patches will be included at no additional cost.
 - iii) The total incident resolutions per year for Advantage HRM and Advantage Financial should not exceed 50 baseline resolutions or 10 custom resolutions, excluding mandatory patches.
 - iv) Additional annual resolutions (over 50 combined baseline or over 10 custom) will be covered at rate of \$1,500 / resolution. 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, which are not within the scope of this Amendment.
- (4) Within the above limits, distribution of patches across Advantage HRM and Advantage Financial products at the County's discretion.
- (5) Advantage Tax release for Tax Year 2024-2025.
- (6) Patch Set content documentation and Patch Set testing guidelines documentation.

C. Enhanced Maintenance Services (EMS) – Extended Phone Support Services:

- (1) The County will be provided with a toll-free number for CGI to report any urgent production application issue believed to be a software defect involving Advantage HRM and Advantage Financial.
- (2) This hotline is staffed 24x365 for issue submission and discussion of County-provided artifacts. These artifacts will be used to initiate the issue resolution process, which will occur during EMS extended support hours.
- (3) EMS extended support hours for issue resolution are generally Monday through Friday, 24 hours per day, excluding major holidays observed by CGI. CGI will provide a list of these major holidays no later than July 1st of each contract year.

- (4) This service will be in effect starting with the Effective Date of this Amendment No. 20, July 1, 2024.

D. Enhanced Maintenance Services (EMS) – Discretionary Services

- (1) CGI will expend up to 150 hours per year of services (“Discretionary Service Hours”) to provide the County with functional and technical support.
- (2) These Discretionary Service Hours are available to the County beginning with the Effective Date of this Amendment No. 20, July 1, 2024, and do not roll over from one year to the following year. Any Discretionary Service Hours remaining at day end of each June 30th will expire and will no longer be available for use. Beginning July 1st of each subsequent agreement year, County will be entitled to 150 Discretionary Services Hours, through June 30th of the following year. These Discretionary Service Hours will be performed remotely.

5 Deliverables and Schedule of Performance:

A. Patch Set Delivery: A total of four (4) Patch Sets annually. The total incident resolutions for Advantage HRM and Advantage Financial for the duration should not exceed 50 baseline and 10 custom per year.

- (1) Tentative Patch Delivery Dates
 - i) Patch Set 1 – August 2024, 2025
 - ii) Patch Set 2 – December 2024, 2025
 - iii) Patch Set 3 –March 2024, 2025
 - iv) Patch Set 4 June 2024, 2025
- (2) Tentative Tax Release Date (December of each year)
 - i) 2024 Tax Year release
 - ii) 2025 Tax Year release

B. Discretionary Hours:

- (1) 150 service hours will be provided to the County effective July 1, 2024 through June 30, 2025.
- (2) 150 service hours will be provided to the County effective July 1, 2025 through June 30, 2026.

6 EMS Work Request Manager.

The EMS Work Request Manager is:

Paresh Patel

7 Resources and Responsibilities of County:

The County will provide the following resources and has the following responsibilities to support CGI’s performance of EMS:

A. Services or Support:

The County is responsible for the following tasks to support CGI's deliver of the EMS set forth in Section 3, "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 EMS, CGI will be entitled to an equitable adjustment in the schedule for performance. In such event, the parties will mutually agree upon a Change Order documenting the adjustments.

- (1) List of patch requests from available resolutions for each Patch Set at least eight (8) weeks prior to the Patch Set delivery date
 - (2) Code Installation – The County will be responsible for installing the code delivered by CGI to its test environment(s) and production environment. The County should only make updates to Advantage HRM and Advantage Financial application code via EMS Patch Sets.
 - (3) Acceptance Test – The County will be responsible for developing the acceptance test plan, populating the databases for acceptance tests, and conducting the acceptance tests in its environment. Upon receipt of a Patch Set, the County will install and test the contents of the Patch Set within sixty (60) days. County will report any issues to CGI via the standard Advantage Support Center issue submission portal. Any delay in acceptance testing may have an impact on future patch set schedules.
- B. Facilities and Equipment: N/A
- C. Environments: The County will test all patches in a test environment prior to moving them into production. The County will also make available to CGI the County's Advantage HRM and Advantage Financial production application code and scrubbed data, after the migration of each Patch Set to production, to enable CGI to update its environment.
- D. Proprietary Materials: N/A

7 Other Provisions and Assumptions:

- A. EMS is only effective as long as the County remains current on standard CGI Advantage Maintenance as defined in the Agreement and modified in Amendment No. 17.
- B. The pricing included in this Amendment assumes that Monterey will use CGI Upgrade Services through go live for its next minor (or major) release upgrade. Should Monterey County upgrade without CGI Upgrade Services, there will be additional setup costs for re-establishing the EMS environments.
- C. Support for any future upgrades, including but not limited to, Major, Minor or Compatibility Release upgrades is not included in this Amendment.

ALL OTHER TERMS AND CONDITIONS REMAIN IN PLACE AND UNCHANGED.

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)

Monterey County, California (Customer)

By: 

By: _____

Name: Greg Hussey

Name: Eric Chatham

Title: Sr. Vice President

Title: Chief Information Officer

Date: 04/08/2024

Date: _____

By: _____

Name: Samuel Beiderwell

Title: Deputy County Counsel

Date: _____

**EXHIBIT A TO AMENDMENT NO. 20
CGI TECHNOLOGIES AND SOLUTIONS INC.
Proprietary Software Maintenance Agreement**

1. **Maintenance Period.** The Maintenance period covered by this Amendment No. 20 is July 1, 2024, through June 30, 2026.
2. **Maintenance Fee.** The maintenance fees for services provided by CGI to Customer during the Maintenance Period shall be as follows:

	Standard Maintenance	EMS
July 1, 2024 – June 30, 2025	\$1,152,140.37	\$251,459.38
July 1, 2025 – June 30, 2026	\$1,130,300.98	\$264,032.34

Note: The standard maintenance for July 1, 2025-June 30, 2026 does not include CGI Advantage® Performance Budgeting.

Customer may buy maintenance services for the Software for subsequent Maintenance Periods in which CGI is offering maintenance services, at CGI’s then current prices.

3. **License Agreement.** The Software was provided to Customer pursuant to the terms and conditions of that certain Proprietary Software License Agreement between CGI and Customer, effective April 7, 2008, as amended.
4. **Software.** Maintenance services are provided with respect to the Software as outlined in the Proprietary Software License Agreement dated April 7, 2008 (“Agreement”), as amended. Customer has chosen to discontinue maintenance on the products set forth in subsections “a” below. Therefore, these products will not be eligible for standard maintenance, patches or upgrades during the maintenance period established above, in this Amendment No. 20. If, at a later date, Customer choses to reinstate one (1) or more of these products under maintenance, or if Customer upgrades a product and seeks maintenance of an upgraded product, CGI may charge back maintenance fees or a new license fee, whichever is less. As noted below, maintenance services are not provided for the following Software:
 - a. SymPro - (1) Earnings Allocation Module Investment Portfolio Management, (1) Multi-User – 6 concurrent users, (1) Debt & Fixed Income Modules Management and Investments, (1) General Ledger Module and Interface to Advantage, and (1) Financial Services Module.

Agreed to and initialed for identification by:

(Customer)	 (CGI)
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