

Amendment No. 19
To
Proprietary Software Maintenance Agreement No. 1402716
between
CGI Technologies and Solutions Inc.
and
Monterey County, California

This Amendment No. 19 (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 April 21, 2020 (“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 CGI 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 seek to add CGI services through this Amendment No. 19.

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. Effective Date of Amendment No. 19:

This Amendment No.19 is effective as of April 21, 2020.

2. Services to be Performed:

The scope of the work will be limited to:

- A. Setup of six (6) new CGI Advantage® build machines:
 - (1) Build the six (6) CGI Advantage build machines to support the County’s installation of CGI Advantage which includes:
 - i) CGI Advantage Administration
 - ii) CGI Advantage Human Resources Management
 - iii) CGI Advantage Financial Management
 - iv) CGI Advantage Vendor Self-Service
 - v) CGI Advantage Performance Budgeting
 - vi) CGI Advantage BIRT Forms Engine
- B. Setup Secure Sockets Layer (SSL) for one (1) non-production environment:
 - (1) Setup SSL between the application server and the AD server for for following eight (8) applications:
 - i) CGI Advantage Administration (FIN)
 - ii) CGI Advantage Administration (HRM)

- iii) CGI Advantage Human Resources Management
 - iv) CGI Advantage Employee Self-Service
 - v) CGI Advantage Financial Management
 - vi) CGI Advantage Vendor Self-Service
 - vii) CGI Advantage Performance Budgeting
 - viii) CGI infoAdvantage
- (2) Setup SSL between the webserver & application server for the following three (3) applications:
- i) CGI Advantage Financial Management
 - ii) CGI Advantage Performance Budgeting
 - iii) CGI infoAdvantage

3. **Deliverables and Schedule of Performance:**

The following Deliverables will be completed by CGI:

- Setup the six (6) new CGI Advantage build machines listed in Section 2.A
- Setup Secure Sockets Layer (SSL) for one (1) non-production environment:
 - between the application server and the AD server for the eight (8) applications listed in Section 2.B
 - between the webserver and application server for the three (3) applications listed in Section 2.B

CGI will perform the Services beginning within one (1) month after the Amendment Effective Date and complete the Services within one (1) month. The County will have a 2-week period after CGI's completion of the Services to verify completion of the Services.

4. **Compensation:**

CGI fees shall be payable upon completion of the Services as defined in Section 2 of this Amendment.

Total fee for CGI services is Thirty-Eight Thousand Dollars (\$38,000).

Payment Terms:

Two weeks after completion of the Services, CGI will invoice the County for the total fee upon the County's completion of the verification of the work. Payment is due within thirty (30) days of invoice date and is 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.

5. **Work Request Managers.**

The Managers assigned to this Amendment are:

County	Paresh Patel
CGI	Chris Miller

6. **Resources and Responsibilities of County:**

The County will provide the following resources and has the following responsibilities to support CGI's performance of the effort defined in Section 2 of this Amendment:

- A. The County will have resources available to support CGI and take action on CGI's requests for AD/DNS configurations changes in a timely manner (within ~2 hours after receiving the request from CGI); untimely responses to these requests may result in implementation delays.
- B. The County will have resources available to support CGI and take action on CGI's requests for Network configurations changes in a timely manner (within ~8 hours after receiving the request from CGI); untimely responses to these requests may result in implementation delays.
- C. The County will provide the necessary certificates for CGI to apply to the applications being installed.
- D. The County will be responsible for completing the verification of the deliverables within two (2) weeks of the setup of CGI Advantage build machines and the SSL listed in Section 2.
- E. Facilities and Equipment: The County will grant the CGI team member remote access to their network. All CGI effort will be completed remotely.
- F. Environments: The County will complete Windows server configuration (Windows Server 2016 Standard OS installation, AD Join, GPO, etc.) prior to the start of the CGI effort defined in Section 2 of this Amendment.

7. **Other Provisions and Assumptions:**

- A. The CGI Advantage applications already authenticate using AD.
- B. The CGI Advantage applications will not run on the new CGI Advantage build machines.
- C. CGI will have authority to apply configuration changes on the web servers.
- D. CGI will provide documentation of what was done in the non-prod environment for the SSL, so the County IT can replicate the setup in production. Any additional considerations needed for the prod setup (due to clustering) will be discussed with the County IT during the 2-week review period.

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: Cintia Runha

Name: _____

Title: Vice President, Consulting Services

Title: _____

Date: 3/26/20

Date: _____