

**EXTENSION AND AMENDMENT NO. 1
TO MASTER PROPRIETARY SOFTWARE MAINTENACE AGREEMENT –
STANDARD SUPPORT AND MAINTENANCE SERVICES
BETWEEN THE COUNTY OF MONTEREY AND
CGI TECHNOLOGIES AND SOLUTIONS, INC.**

WHEREAS, CGI Technologies and Solutions Inc., hereinafter “CONTRACTOR”, and the County of Monterey, a political subdivision of the State of California, hereinafter referred to as “COUNTY” previously entered into an agreement dated April 7, 2008, for the provision of Standard Support and Maintenance Services (“AGREEMENT”); and

WHEREAS, COUNTY and CONTRACTOR desires to amend the AGREEMENT previously signed on April 7, 2008 via this EXTENSION AND AMENDMENT NO. 1; and

WHEREAS, Section 9.A of the AGREEMENT notes that AGREEMENT shall take force and effect as of the Effective Date and shall continue in force and effect until terminated; and

WHEREAS, Exhibit A.1 of the AGREEMENT notes that upon expiration of the Initial Maintenance Period (DATE), the COUNTY may purchase Standard Support and Maintenance Services for five years with an annual escalation fee of 5% per year; and

WHEREAS, COUNTY and CONTRACTOR wish to extend the term of the AGREEMENT through and including April 7, 2017; NOW THEREFORE,

For valuable consideration, the sufficiency of which is hereby acknowledged, COUNTY and CONTRACTOR agree as follows:

1. The AGREEMENT is extended to April 7, 2017.
2. “EXHIBIT A Standard Support and Maintenance Services – Maintenance Period and Fees” Initial Maintenance Period table shall be replaced with “Advantage Maintenance Period” table provided by the CONTRACTOR on December 20, 2012 and attached hereto as Exhibit A-1. The County shall pay CONTRACTOR in accordance with the payment provisions set forth in the revised table;
3. The listing of services contained in “EXHIBIT A Standard Support and Maintenance Services - Software” shall be replaced with “Summary of 3.x Advantage Maintenance Products” provided by the CONTRACTOR on January 1, 2013 and attached hereto as Exhibit A-2;
4. Except as provided herein, all remaining terms, conditions and provisions of the AGREEMENT are unchanged and unaffected by this EXTENSION, and shall continue in full force and effect as set forth in the AGREEMENT;
5. A copy of this EXTENSION AND AMENDMENT NO. 1 shall be attached to the original AGREEMENT dated April 7, 2008.

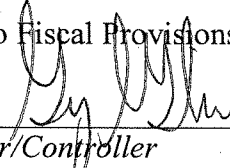
IN WITNESS WHEREOF, the County and CONTRACTOR execute this EXTENSION AMENDMENT NO. 1 as follows:

COUNTY OF MONTEREY



Contracts/Purchasing Officer

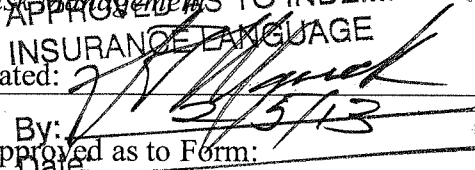
Dated: 2-14-13

Approved as to Fiscal Provisions:


Deputy Auditor/Controller

Dated: 2-5-13


Approved as to Liability Provisions:
RISK MANAGEMENT
COUNTY OF MONTEREY
~~Risk Management AS TO INDEMNITY/~~
~~INSURANCE LANGUAGE~~
Dated: 2/5/13

By: 
Approved as to Form:
Date: _____

Deputy County Counsel

Dated: 2/6/13

CONTRACTOR


By: 

Signature of Chair, President, or
Vice-President

Daniel A. Keene

Printed Name and Title

Dated: January 30, 2013

By: 

(Signature of Secretary, Asst. Secretary, CFO,
Treasurer or Asst. Treasurer)*

Joseph C. Figin, Asst. Corporate Secretary

Printed Name and Title

Dated: January 30, 2013

*INSTRUCTIONS: If CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Amendment.

Exhibit A-1

December 20, 2012

Mr. Al Friedrich
Assistant Auditor Controller
Monterey County
1260 S. Main Street, First Floor
Salinas, CA 93901

Subject: Advantage Maintenance

Dear Mr. Friedrich,

| Maintenance Period | Maintenance Amount |
|-------------------------------------|--------------------|
| January 1, 2013 – December 31, 2013 | \$608,406.49 |
| January 1, 2014 – December 31, 2014 | \$637,579.94 |
| January 1, 2015 – December 31, 2015 | \$669,458.94 |
| January 1, 2016 – December 31, 2016 | \$702,931.88 |
| January 1, 2017 – December 31, 2017 | \$738,078.48 |

Sincerely,

James Titus

