

Amendment No. 12
To
Proprietary Software Maintenance Agreement No. 1402716
between
CGI Technologies and Solutions Inc.
and
Monterey County, California

This Amendment No. 12 to the Proprietary Software Maintenance Agreement (“Amendment”) by and between CGI Technologies and Solutions Inc. (“CGI”) and Monterey County, California (“Customer”) is made July 1, 2015 (“Amendment Effective Date”).

WHEREAS, Customer and CGI entered into a Proprietary Software Maintenance Agreement dated April 7, 2008 (“Agreement”) for support of CGI’s proprietary software product known as AMS Advantage and identified subsystems and third party products.

WHEREAS, CGI and Customer have agreed to further modify the Agreement by changing certain terms and conditions;

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:

Effective Date of this Work Request:

This Work Request is effective as of July 1st, 2015 through June 30, 2016.

Services to be Performed and Schedule of Performance:

The scope of the work will be limited to:

1. Enhanced Maintenance Services (EMS) - Patch Set Services:
 - Maintain a copy of Monterey County’s Advantage HRM version 3.7.0.2 production code base and representative County scrubbed data at CGI facilities
 - Issue and resolution support for the County’s Advantage HRM customizations
 - Ready-to-run County-specific code merges (Patch Sets) for County requested Advantage HRM defect resolutions
 - Patch Set Delivery – A total of five (5) Patch Sets between July 1, 2015 and June 30, 2016
 - Baseline resolutions (limited to 60 per year) will be included in the five Patch Sets. Custom resolutions (limited to 10 per year) will be included in the five Patch Sets. County and CGI will mutually agree on which resolutions are considered custom.
 - Mandatory Patches will be included at no additional costs.
 - The total incident resolutions for the duration of the term should not exceed 60 baseline resolutions or 10 custom resolutions, excluding mandatory patches. Additional resolutions (over 60 baseline or over 10 custom) will be covered at rate of \$1,500 / resolution. Please note, 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.

- Advantage Tax release for Tax Year 2015
 - Patch Set content documentation and Patch Set testing guidelines documentation.
2. Enhanced Maintenance Services (EMS) – Extended Phone Support Services:
- 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 .
 - This hotline is staffed 24x365 for issue submission and discussion of client provided artifacts. These artifacts will be used to initiate the issue resolution process, which will occur during EMS extended support hours.
 - EMS extended support hours for issue resolution are generally Monday thru Friday 24 hours per day excluding major holidays observed by CGI, the list of which CGI will provide at the outset of each contract year.
 - This service will be in effect starting with the effective date of the Agreement.
3. Enhanced Maintenance Services (EMS) – Discretionary Services
- CGI will expend up to 150 hours per year of services to provide the County with functional and technical support.
 - These discretionary hours are available to the County beginning with the effective date of the Agreement and do not rollover year over year. The Service hours will be performed remotely.

Deliverables and Schedule of Performance:

- Patch Set Delivery: A total of five Patch Sets annually. The total incident resolutions for the duration should not exceed 70 per year.
 - Tentative Patch Delivery Dates
 - Patch Set 1 – August 2015
 - Patch Set 2 – October 2015
 - Patch Set 3 – February 2016
 - Patch Set 4 – April 2016
 - Patch Set 5 – June 2016
 - Tentative Tax Release Date
2015 Tax Year release available December 2015

Discretionary Hours: A total of 150 service hours will be provided to the County effective July 1, 2015.

Compensation:

EMS fees shall be payable based on the following schedule:

Term	Fee
Year 1 July 1, 2015 – June 30, 2016	\$165,000

Payment Terms:

CGI will invoice the County on July 1, 2015 for the amount specified above. Payment is due within thirty (30) days of invoice date.

Work Request Manager:

The Work Request Manager is:

Al Friedrich (Assistant Auditor Controller)

Resources and Responsibilities of County:

The County will provide the following resources and has the following responsibilities in supporting CGI's performance of the Services:

Services or Support:

The County is responsible for the following tasks according to the project schedule above in "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 Services, CGI will be entitled to an equitable adjustment in the schedule for performance under this work request. In such event, the parties will mutually agree upon a Change Order documenting the adjustments.

- List of patch requests from available resolutions for each Patch Set at least eight (8) weeks prior to the Patch Set delivery date
- Code Installation – The County will be responsible for installing the code delivered by CGI to their test environment(s) and production environment. The County should only make updates to Advantage HRM application code via EMS Patch Sets.
- Acceptance Test – The County will be responsible for developing the acceptance test plan, populating the databases for acceptance test and conducting the acceptance tests in their environment. Upon receipt of a Patch Set, the County will install and test the contents of the Patch Set within 60 days reporting 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.

Facilities and Equipment: N/A

Environments: The County will test all patches in a test environment prior to moving them into production. The County will also make available the County's Advantage HRM production application code and scrubbed data after the migration of each Patch Set to production for CGI to update their environment.

Proprietary Materials: N/A

A. Other Provisions and Assumptions:

1. EMS is only effective as long as the County remains current on standard CGI Advantage Maintenance as defined in the Software Maintenance Agreement dated April 7, 2008.
2. The pricing included in this agreement assumes that Monterey will use CGI Accelerate for their next minor (or major) release upgrade. Should Monterey upgrade without CGI Accelerate, there will be additional setup costs for the EMS environments. The projected setup cost to re-establish all EMS environments is \$50,000.
3. Support for any future upgrades, including but not limited to Major, Minor or Compatibility Release upgrades is not included in this agreement.

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: Daniel Keene

Name: _____

Title: Sr. Vice President

Title: _____

Date: _____

Date: _____