

Amendment No. 16
To
Proprietary Software Maintenance Agreement No. 1402716
between
CGI Technologies and Solutions Inc.
and
Monterey County, California

This Amendment No. 16 to the Proprietary Software Maintenance Agreement (“Amendment”) by and between CGI Technologies and Solutions Inc. (“CGI”) and Monterey County, California (“Customer” or “County”) is made January 1, 2018 (“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;

WHEREAS, CGI and Customer have agreed to restate and replace Amendment 13 to the Proprietary Software Maintenance Agreement in its entirety with this Amendment 16.

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 this Work Request:

This Work Request is effective as of July 1st, 2016 through June 30, 2019.

2. Services to be Performed and Schedule of Performance:

The scope of the work will be limited to:

A. EMS coverage:

- (1) Continued support of Advantage HRM 3.7.0.2 starting July 1, 2016.
- (2) At the time the County goes live on CGI Advantage release 3.10.0.1 (3.10.0.1 Upgrade) this coverage continues for Advantage HRM and extends to include Advantage Financial.

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

- (1) Maintain a copy of Monterey County’s Advantage HRM and Advantage Financial version 3.10.0.1 production code base and representative County scrubbed data at CGI facilities. At the time of the 3.10.0.1 Upgrade from the Advantage release 3.7.0.2 CGI will decommission the 3.7.0.2 support environment.
- (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 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 costs.
 - 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, the distribution of patches across Advantage HRM and Advantage Financial products are at the County's discretion.
- (5) Advantage Tax release for Tax Year 2016 - 2018
- (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, the list of which CGI will provide at the outset of each contract year.
 - (4) This service will be in effect starting with the Amendment Effective Date.
- 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 Amendment Effective Date and do not roll over year over year. The Discretionary Service Hours will be performed remotely.

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

- A. Patch Set Delivery: A total of four 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 2016, 2017, 2018,
 - ii) Patch Set 2 – December 2016, 2017, 2018,
 - iii) Patch Set 3 – March 2017, 2018, 2019
 - iv) Patch Set 4 – June 2017, 2018, 2019
- (2) Tentative Tax Release Date (December of each year)
- i) 2016 Tax Year release
 - ii) 2017 Tax Year release
 - iii) 2018 Tax Year release
- B. Discretionary Hours:
- (1) 150 service hours will be provided to the County effective July 1, 2016.
 - (2) 150 service hours will be provided to the County effective July 1, 2017.
 - (3) 150 service hours will be provided to the County effective July 1, 2018.

4. **Compensation:**

EMS fees shall be payable based on the following schedule:

Term	Fee
Year 1 July 1, 2016 – June 30, 2017	\$205,000
Year 2 July 1, 2017 – June 30, 2018	\$185,000
Year 3 July 1, 2018 – June 30, 2019	\$185,000

Payment Terms:

CGI will invoice the County on July 1 for each contract year for the amount specified above. 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 Manager.**

The Work Request Manager is:

Michael J Miller (Auditor Controller)

6. **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:

A. Services or Support:

The County is responsible for the following tasks according to the project schedule above 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 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.

- (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 their 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 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.

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 the County's Advantage HRM and Advantage Financial production application code and scrubbed data after the migration of each Patch Set to production for CGI to update their 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.
- B. The pricing included in this Amendment assumes that Monterey will use CGI Accelerate through go live for their next minor (or major) release upgrade. Should Monterey upgrade without CGI Accelerate, 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.
- D. Should the County elect to move to a Managed Advantage offering within this term, any appropriate payments once the EMS services end would be credited towards the succeeding Managed Advantage contract.

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 A. Keene

Name: _____

Title: Sr. Vice President

Title: _____

Date: _____

Date: _____