

**AMENDMENT TO  
PROPRIETARY SOFTWARE MAINTENANCE AGREEMENT  
BETWEEN  
THE COUNTY OF SAN MATEO AND  
CGI TECHNOLOGIES AND SOLUTIONS INC.**

THIS AMENDMENT TO THE PROPRIETARY SOFTWARE MAINTENANCE AGREEMENT ("Agreement") is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2016 ("Effective Date"), by and between the COUNTY OF SAN MATEO ("County"), hereinafter called "Customer", and CGI Technologies and Solutions Inc. ("CGI"), hereinafter called "Contractor";

**W I T N E S S E T H:**

WHEREAS, pursuant to Government Code, Section 31000, County may contract with independent contractors for the furnishing of such services to or for County or any Department thereof;

WHEREAS, the parties entered into an Agreement for propriety software maintenance services for the AMS Advantage BRASS budgeting system on June 18, 2013, which expires on June 30, 2016; and

WHEREAS, the parties wish to amend the Agreement by extending the term two additional years, through June 30, 2018, and adding \$104,649 to the maximum agreement amount, bringing the total not-to-exceed amount of the amended agreement to \$250,469.

**NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES HERETO AS FOLLOWS:**

1. Section 3. D. of the Agreement is amended to read as follows:

Notwithstanding the forgoing, in no event shall the Customer's total fiscal obligation under this Agreement exceed Two Hundred Fifty Thousand Four Hundred Sixty Nine dollars (\$250,469).

2. Exhibit A of the Agreement is replaced in its entirety with the Attached Exhibit A to account for the following changes:

Section 2 (Maintenance Fees) of Exhibit A to the Agreement is modified by extending the term of the Maintenance Period for two (2) additional years.

3. All other terms and conditions of the Agreement dated June 18, 2013, between the County and Contractor shall remain in full force and effect. In the event of any conflict of inconsistency between the provision set forth in the Amendment and the Agreement, this Amendment shall govern and control.
4. This Amendment constitutes the entire understanding of the parties hereto with respect to matters herein and correctly states the rights, duties, and obligations of each party regarding the Amendment as of this document's date. Any understandings, promises, negotiations, or representations between the Parties not expressly stated in this document are not binding. All subsequent modifications of this Amendment or the Agreement shall not be effective unless set forth in a writing and executed by both parties.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have affixed their hands.

COUNTY OF SAN MATEO

By: \_\_\_\_\_  
President, Board of Supervisors, San Mateo County

Date: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
Clerk of Said Board

CGI TECHNOLOGIES AND SOLUTIONS INC.

  
\_\_\_\_\_  
Contractor's Signature

Date: 5/24/2016

**EXHIBIT A (amended June 2016)**  
**CGI TECHNOLOGIES AND SOLUTIONS INC.**  
**Proprietary Software Maintenance Agreement**

1. **Maintenance Period.** The current Maintenance Period begins on July 1, 2013 and ends on June 30, 2018.
2. **Maintenance Fee.** The annual Maintenance Fee for each Maintenance Period are as follows:

	July 1, 2013 – June 30, 2014	July 1, 2014 – June 30, 2015	July 1, 2015 – June 30, 2016	July 1, 2016 – June 30, 2017	July 1, 2017 – June 30, 2018
Maintenance Fee	\$47,176.97	\$48,592.28	\$50,050.04	\$51,551.54	\$53,098.09
Quarterly Payment	\$11,794.24	\$12,148.07	\$12,512.51	N/A	N/A
Bi-Annual Payment	N/A	N/A	N/A	\$25,775.77	\$26,549.05
Early Termination Fee	\$916.06	\$1,859.60	\$0.00	\$0.00	\$0.00

If Customer terminates this Agreement for any reason other than an uncured default by CGI, Customer will reimburse CGI the amounts provided in the above table as Early Termination Fees as compensation for the multi-year discount.

Maintenance is billed quarterly in advance. Payment is due thirty (30) days after invoice date.

3. **Software.** The maintenance services under this Agreement are provided with respect to the following License Software:  
AMS ADVANTAGE BRASS  
Bundled Software: Finite Matters

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.

4. **License Agreement.** The Software was provided to Customer pursuant to the terms and conditions of that certain Software License Agreement executed between Budgeting Technology, Inc ("BTI") and Customer on November 24, 1992 and assigned to CGI on February 19, 1999.

Agreed to and initialed for identification by:

_____	DAK _____
(Customer)	(CGI)