

# Attachment A

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**AMENDMENT NO. 1  
TO STANDARD AGREEMENT  
BETWEEN COUNTY OF MONTEREY AND  
VALSOFT CORPORATION INC.**

**THIS AMENDMENT NO. 1** to Standard Agreement No. A-12072 between the County of Monterey, a political subdivision of the State of California (hereinafter, "County") and Valsoft Corporation Inc. (hereinafter, "CONTRACTOR") is hereby entered into between the County and the CONTRACTOR (collectively, the "Parties") and effective as of the last date opposite the respective signatures below and effective retroactively as of January 7, 2019.

**WHEREAS**, County entered into Standard Agreement No. A-12072 with Cascade Software Systems, Inc. (hereinafter, "Cascade") on June 26, 2014 (hereinafter, "Agreement") to provide maintenance, upgrades and modifications (hereinafter, "services") to the Windows-based Cost Accounting Management System (Win-CAMS) through June 30, 2019 for an amount not to exceed \$230,000.00; and

**WHEREAS**, on January 7, 2019, Cascade executed a "Bill of Sale" transferring certain of its assets and properties related to or used in connection with the Business pursuant to that "Bill of Sale", dated January 7, 2019, to CONTRACTOR; and

**WHEREAS**, on January 7, 2019, Cascade and CONTRACTOR entered into an Agreement which transferred Cascade's right, title and interest in the June 26, 2014 Agreement between Cascade and County to CONTRACTOR; and

**WHEREAS**, an "Agreement and Consent to Assignment of Standard Agreement" with an effective date retroactive to January 7, 2019 was executed by the Parties, including Cascade, as of the last date opposite the respective signatures to authorize the assignment of the June 26, 2014 Agreement from Cascade to CONTRACTOR pursuant to Section 15.06, Assignment and Subcontracting, of said Agreement; and

**WHEREAS**, additional time and funding are necessary to allow CONTRACTOR to continue the services required by the County; and

**WHEREAS**, the Parties wish to amend the Agreement to extend the term for three (3) additional years to June 30, 2022 and to increase the amount by \$148,729.65 for a total amount not to exceed \$378,729.65 to allow CONTRACTOR to continue to provide services identified in the Agreement and as amended by this Amendment No. 1.

Amendment No. 1 to Standard Agreement No. A-12072  
Valsoft Corporation Inc.  
Maintenance, Upgrades and Modifications to Win-CAMS  
RMA  
Term: July 1, 2014 -- June 30, 2022  
Not to Exceed: \$378,729.65

**NOW, THEREFORE**, the Parties agree to amend the Agreement as follows:

1. Amend the first sentence of Paragraph 1.01 of Section 1.0, "General Description", to read as follows:

The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in **Exhibits A and A-1** in conformity with the terms of this Agreement.

2. Amend Paragraph 2.01 of Section 2.0, "Payment Provisions", to read as follows:

County shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibits A and A-1**, subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of \$378,729.65.

3. Amend the first sentence of Paragraph 3.01 of Section 3.0, "Term of Agreement", to read as follows:

The term of this Agreement is from July 1, 2014 to June 30, 2022, unless sooner terminated pursuant to the terms of this Agreement.

4. Amend Paragraph 4.01 of Section 4.0, "Scope of Services and Additional Provisions", to add "Exhibit A-1 – Scope of Services/Payment Provisions" and to delete "Exhibit B – Automobile Liability Insurance Modification".

5. Amend the first sentence of "Business Automobile Liability Insurance" in Paragraph 9.03 of Section 9.0, "Insurance Requirements", to read as follows:

**Business Automobile Liability Insurance**, covering all motor vehicles, including leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

6. Amend CONTRACTOR's information in Paragraph 14.01 of Section 14.0, "Notices", to read as follows:

Ayren Spinner, Chief Operating Officer  
Valsoft Corporation Inc.  
PO Box 10723  
Eugene, Oregon 97440  
(541) 343-9160

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7. In all places within the Agreement, any reference to the County's address at 168 West Alisal Street, 2<sup>nd</sup> Floor, Salinas, California 93901 is hereby replaced with 1441 Schilling Place, South 2<sup>nd</sup> Floor, Salinas, California 93901-4527.
8. All other terms and conditions of the Agreement, including all Exhibits thereto, remain unchanged and in full force.
9. This Amendment No. 1 shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.
10. The recitals to this Amendment No. 1 are incorporated into the Agreement and this Amendment No. 1.

Amendment No. 1 to Standard Agreement No. A-12072  
Valsoft Corporation Inc.  
Maintenance, Upgrades and Modifications to Win-CAMS  
RMA  
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Not to Exceed: \$378,729.65

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 1 to the Agreement which shall be effective as of the last date opposite the respective signatures below.

COUNTY OF MONTEREY

CONTRACTOR\*

By: \_\_\_\_\_  
Contracts/Purchasing Officer

Valsoft Corporation Inc.  
Contractor's Business Name

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

By: \_\_\_\_\_  
(Signature of Chair, President or Vice President)

Approved as to Form and Legality  
Office of the County Counsel-Risk Management  
Charles J. McKee, County Counsel-Risk Manager

Its: GAURAV GOVAL, PRESIDENT  
(Print Name and Title)

By: \_\_\_\_\_  
Brian P. Briggs  
Deputy County Counsel

Date: 5/29/19

By: \_\_\_\_\_  
(Signature of Secretary, Asst. Secretary, CFO,  
Treasurer or Asst. Treasurer)

Date: 5-31-19

Its: DAVID FELICISSIMO, CORPORATE SECRETARY  
(Print Name and Title)

Approved as to Fiscal Provisions  
By: \_\_\_\_\_  
Auditor/Controller

Date: 5/29/19

Date: 5/31/19

Approved as to Indemnity and Insurance Provisions  
Office of the County Counsel-Risk Management  
Charles J. McKee, County Counsel-Risk Manager

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

\*INSTRUCTIONS: If CONTRACTOR is a corporation, including non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two (2) specified officers per California Corporations Code Section 313. If CONTRACTOR is a Limited Liability Corporation (LLC), the full legal name of the LLC shall be set forth above together with the signatures of two (2) managers. If CONTRACTOR is a partnership, the full legal 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 Agreement or Amendment to said Agreement.

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**COUNTY OF MONTEREY**

**CONTRACTOR\***

By: \_\_\_\_\_  
Contracts/Purchasing Officer

Valsoft Corporation Inc.  
Contractor's Business Name

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

By: \_\_\_\_\_  
(Signature of Chair, President or Vice President)

**Approved as to Form and Legality**  
**Office of the County Counsel-Risk Management**  
**Charles J. McKee, County Counsel-Risk Manager**

Its: GAURAV GOKAL, PRESIDENT  
(Print Name and Title)

Date: 5/29/19

By: \_\_\_\_\_  
Brian P. Briggs  
Deputy County Counsel

By: \_\_\_\_\_  
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)

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

Its: DAVID FELICISSIMO, CORPORATE SECRETARY  
(Print Name and Title)

**Approved as to Fiscal Provisions**

Date: 5/29/19

By: \_\_\_\_\_  
Auditor/Controller

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

**Approved as to Indemnity and Insurance Provisions**  
**Office of the County Counsel-Risk Management**  
**Charles J. McKee, County Counsel-Risk Manager**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

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**EXHIBIT A-1 – SCOPE OF SERVICES/PAYMENT PROVISIONS**

**To Agreement by and between  
County of Monterey, hereinafter referred to as “County”  
and  
Valsoft Corporation Inc., hereinafter, referred to as “CONTRACTOR”**

CONTRACTOR shall provide additional maintenance, upgrades and modifications to the Win-CAMS software (software) for Fiscal Year (FY) 2019–2020 through FY 2021-2022 for the Resource Management Agency (RMA). For each FY, CONTRACTOR shall provide a cost estimate for maintenance and upgrades to the software. This cost estimate shall be calculated based upon the amount of maintenance and upgrades from the previous year and increased by the cost of living percentage. In addition, CONTRACTOR may continue to provide modifications to the software based upon the budget allocated in Exhibit A of this Agreement. Modifications will be requested by County from CONTRACTOR. CONTRACTOR shall provide a cost estimate for the requested modifications. Modifications, as requested by County, shall not be provided unless the cost estimate is authorized in writing by the County’s Project Manager prior to the modifications being provided.

**A. SCOPE OF SERVICES**

The cost for maintenance and upgrades for FY 2019–2022 are as set forth below:

<b>Maintenance and Upgrades for FY 2019-2020:</b>	FY 2018-2019 Base	\$ 32,979.70
Maintenance Fee for Software System: (Maintenance Amount used as basis for FY 2018-2019 fees)		
FY 2018-2019 Maintenance Fee for New Additions:	\$	0.00
Consumer Price Index (CPI) (estimated - not to exceed 2%):	\$	659.59
<b>Total for Base Maintenance Fee for FY 2019-2020:</b>	<b>\$</b>	<b>33,639.29</b>
2019 Upgrade Document (20% of 18/19 Maintenance Fee):	\$	6,595.94
<b>TOTAL:</b>	<b>\$</b>	<b>40,235.23</b>

<b>Maintenance and Upgrades for FY 2020-2021:</b>		
FY 2019-2020 Base Maintenance Fee for Software System:	\$ 33,639.29	
Adjustment for Total Software Value (21 Modules, 189 Active Users)	\$ 8,700.00	
FY 2019-2020 Base Maintenance Fee for Software System: (Maintenance Amount used as basis for FY 2019-2020 fees)	\$	42,339.29
Consumer Price Index (CPI) (estimated - not to exceed 5%):	\$	2,116.96
<b>Total for Base Maintenance Fee for FY 2020-2021:</b>	<b>\$</b>	<b>44,456.25</b>
2020 Upgrade Document (20% of 19/20 Maintenance Fee):	\$	8,467.86
<b>TOTAL:</b>	<b>\$</b>	<b>52,924.11</b>



**EXHIBIT A-1 – SCOPE OF SERVICES/PAYMENT PROVISIONS**

**Maintenance and Upgrades for FY 2021-2022:**

FY 2020-2021 Base Maintenance Fee for Software System: (Maintenance Amount used as basis for FY 2020-2021 fees)	\$ 44,456.25
Consumer Price Index (CPI) (estimated - not to exceed 5%):	\$ 2,222.81
<b>Total for Base Maintenance Fee for FY 2021-2022:</b>	<b>\$ 46,679.06</b>
2021 Upgrade Document (20% of 20/21 Maintenance Fee):	\$ 8,891.25
<b>TOTAL:</b>	<b>\$ 55,570.31</b>

<b>GRAND TOTAL FOR MAINTENANCE AND UPGRADES FOR FY 2019-2020 THROUGH FY 2021-2022:</b>	<b>\$ 148,729.65</b>
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All future maintenance and upgrade costs will be calculated based on the Base Maintenance for FY 2021-2022.

The following hourly billing rates will be in effect beginning in FY 2019-2020 through FY 2021-2022 (July 1, 2019 – June 30, 2022) for any requested modifications during this period:

Programming Rate .....	\$ 155.00
SQL/DBE Services Rate .....	\$ 175.00
Onsite Rate .....	\$ 175.00

**B. PAYMENT PROVISIONS**

**COMPENSATION/ PAYMENT**

County shall pay an amount increased amount of \$148,729.65 for a total not to exceed \$378,729.65 for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Services. CONTRACTOR'S compensation for maintenance and upgrade services rendered shall be made as outlined above. Compensation for modifications shall be based on the hourly rates listed above.

There shall be no travel reimbursement allowed during this Agreement.

CONTRACTOR warrants that the cost charged for services under the terms of this Agreement are not in excess of those charged to any other client for the same services performed by the same individuals.

**CONTRACTOR'S BILLING PROCEDURES**

Payment shall be made at the beginning of each FY. Payment for modifications will be based upon conclusion and satisfactory acceptance of the requested modification.

Invoices under this Agreement shall be submitted annually and promptly, and in accordance with Section 6.0, Payment Conditions, of the Agreement. All invoices shall reference the Multi-Year Agreement (MYA) number 3000\*1307, Project name and associated Delivery Order (DO) number, and an original hardcopy shall be sent to the following address or via email to RMA-Finance-AP-GP@co.monterey.ca.us:

## EXHIBIT A-1 – SCOPE OF SERVICES/PAYMENT PROVISIONS

County of Monterey  
Resource Management Agency (RMA) – Finance Division  
1441 Schilling Place, South 2<sup>nd</sup> Floor  
Salinas, California 93901-4527

Any questions pertaining to invoices under this Agreement shall be directed to the RMA – Finance Division at (831) 755-4800 or by emailing [RMA-Finance-AP-GP@co.monterey.ca.us](mailto:RMA-Finance-AP-GP@co.monterey.ca.us).

County may, in its sole discretion, terminate the Agreement or withhold payments claimed by CONTRACTOR for services rendered if CONTRACTOR fails to satisfactorily comply with any term or condition of this Agreement.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by County.

County shall not pay any claims for payment for services submitted more than twelve (12) months after the calendar month in which the services were completed.

**DISALLOWED COSTS:** CONTRACTOR is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its