

**AMENDMENT NO. 2  
TO STANDARD AGREEMENT  
BETWEEN COUNTY OF MONTEREY AND  
VALSOFT CORPORATION INC. DBA CASCADE SOFTWARE SYSTEMS**

**THIS AMENDMENT NO. 2** 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. dba Cascade Software Systems (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**, Agreement was amended by the Parties on June 28, 2019 (hereinafter, “Amendment No. 1”, including Exhibit A-1 – Scope of Services/Payment Provisions) to extend the term for three (3) additional years through June 30, 2022 and to increase the amount by \$148,729.65 which resulted in a total not to exceed amount of \$378,729.65; and

**WHEREAS**, provisions of the Agreement require an update; and

**WHEREAS**, County has a continued need for services; 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 update provisions, to extend the term for three (3) additional years to June 30, 2025 and to increase the amount by \$204,740.27 for a total amount not to exceed \$583,469.92 to allow CONTRACTOR to continue to provide services identified in the Agreement and as amended by this Amendment No. 2.

Amendment No. 2 to Standard Agreement No. A-12072  
Valsoft Corporation Inc. dba Cascade Software Systems  
Maintenance, Upgrades and Modifications to Win-CAMS  
Department of Public Works, Facilities, & Parks  
Term: July 1, 2014 – June 30, 2025  
Not to Exceed: \$583,469.92

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

1. In all places within the Agreement, and any amendment thereto, any reference to Valsoft Corporation Inc. is hereby replaced with Valsoft Corporation Inc. dba Cascade Software Systems.

2. 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, A-1 and A-2** in conformity with the terms of this Agreement.

3. 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, A-1 and A-2**, 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 \$583,469.92.

4. 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, 2025, unless sooner terminated pursuant to the terms of this Agreement.

5. Amend Paragraph 4.01 of Section 4.0, "Scope of Services and Additional Provisions", to add "Exhibit A-2 – Scope of Services/Payment Provisions".

6. Amend Section 11.01 of Paragraph 11.0, "Non-Discrimination", to read as follows:

During the performance of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), sexual orientation, or any other characteristic set forth in California Government code §12940(a), either in CONTRACTOR's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, fully comply with all federal, state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.

7. Amend Agreement to revise Paragraph 16.0, "Signature Page", to Paragraph 18.0, "Signature Page".

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8. Amend Agreement to add Paragraph 16.0, “Compliance with Applicable Laws”, as follows:

16.01 CONTRACTOR shall keep itself informed of and in compliance with all federal, state and local laws, ordinances, regulations, and orders including but not limited to all state and federal tax laws that may affect in any manner the Project or the performance of the Services or those engaged to perform Services under this Agreement as well as any privacy laws including, if applicable, Health Insurance Portability and Accountability Act (HIPAA). CONTRACTOR shall procure all permits and licenses, pay all charges and fees, and give all notices required by law in the performance of the Services.

16.02 CONTRACTOR shall report immediately to County’s Contracts/Purchasing Officer, in writing, any discrepancy or inconsistency it discovers in the laws, ordinances, regulations, orders, and/or guidelines in relation to the Project of the performance of the Services.

16.03 All documentation prepared by CONTRACTOR shall provide for a completed project that conforms to all applicable codes, rules, regulations, and guidelines that are in force at the time such documentation is prepared.

9. Amend Agreement to add Paragraph 17.0, “Consent to Use of Electronic Signatures”, as follows:

17.01 The parties to this Agreement consent to the use of electronic signatures via DocuSign to execute this Agreement. The parties understand and agree that the legality of electronic signatures is governed by state and federal law, 15 USC Section 7001 *et seq.*; California Government Code Section 16.5; and, California Civil Code Section 1633.1 *et seq.* Pursuant to said state and federal law as may be amended from time to time, the parties to this Agreement hereby authenticate and execute this Agreement, and any and all Exhibits to this Agreement, with their respective electronic signatures, including any and all scanned signatures in portable document format (PDF).

17.02 Counterparts. The parties to this Agreement understand and agree that this Agreement can be executed in two (2) or more counterparts and transmitted electronically via facsimile transmission or by delivery of a scanned counterpart in PDF via email transmittal.

17.03 Form: Delivery by E-Mail or Facsimile. Executed counterparts of this Agreement may be delivered by facsimile transmission or by delivery of a scanned counterpart in PDF) by e-mail transmittal, in either case with delivery confirmed. On such confirmed delivery, the signatures in the facsimile or PDF data file shall be deemed to have the same force and effect as if the manually signed counterpart or counterparts had been delivered to the other party in person.

10. All other terms and conditions of the Agreement, including all Exhibits thereto, remain unchanged and in full force.
11. This Amendment No. 2 and the previous Amendment No. 1 shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.
12. The recitals to this Amendment No. 2 are incorporated into the Agreement and this Amendment No. 2.

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Not to Exceed: \$583,469.92

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 2 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.  
dba Cascade Software Systems  
\_\_\_\_\_  
Contractor's Business Name

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

By: Stephane Manos  
B7E330E573E846C  
(Signature of Chair, President or Vice President)

**Approved as to Form**  
**Office of the County Counsel**  
**Leslie J. Girard, County Counsel**

Its: \_\_\_\_\_  
Stephane Manos, President  
(Print Name and Title)

By: Mary Grace Perry  
A1933B26E717442  
Mary Grace Perry  
Deputy County Counsel

Date: 5/24/2022 | 8:42 AM PDT

Date: 5/25/2022 | 7:35 AM PDT

By: David Felicissimo  
4F780EFA344E4E7  
(Signature of Secretary, Asst. Secretary, CFO,  
Treasurer or Asst. Treasurer)

Its: \_\_\_\_\_  
David Felicissimo, Corporate Secretary  
(Print Name and Title)

**Approved as to Fiscal Provisions**

By: Gary Giboney  
D3834BFEC1D8449  
Auditor/Controller

Date: 5/24/2022 | 8:55 AM PDT

Date: 5/25/2022 | 8:17 AM PDT

**Approved as to Indemnity and Insurance Provisions**  
**Office of the County Counsel**  
**Leslie J. Girard, County Counsel**

By: \_\_\_\_\_  
Danielle P. Mancuso  
Risk Manager

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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**EXHIBIT A-2 – SCOPE OF SERVICES/PAYMENT PROVISIONS**

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

CONTRACTOR shall provide additional maintenance, upgrades, and modifications to the Win-CAMS software (software) for Fiscal Year (FY) 2022–2023, FY 2023-2024 and FY 2024-2025 for the Department of Public Works, Facilities, & Parks (PWFP). 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 and Exhibit A-1 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 2022–2025 are as set forth below:

**FY 2022-2023 Maintenance and Upgrades**

FY 2021-2022 Base Maintenance plus Upgrade Fee for Software System: (Maintenance Amount used as basis for FY 2022-2023 fees)	\$ 54,300.14
FY 2021-2022 Maintenance Fee for New Additions:	\$ 0.00
<b>Total for Base Maintenance Fee and Upgrades for FY 2022-2023:</b>	<b>\$ 54,300.14</b>
Consumer Price Index (CPI) (not to exceed 5%):	\$ 2,715.01
<b>TOTAL:</b>	<b>\$ 57,015.15</b>

**FY 2023-2024 Maintenance and Upgrades**

FY 2022-2023 Base Maintenance Fee plus Upgrade Fee for Software System: (Maintenance and Upgrades Amount used as basis for FY 2023-2024 fees)	\$ 57,015.15
FY 2022-2023 Maintenance Fee for New Additions (estimated):	\$ 0.00
<b>Total for Base Maintenance Fee and Upgrades for FY 2023-2024:</b>	<b>\$ 57,015.15</b>
Consumer Price Index (CPI) (not to exceed 5%):	\$ 2,850.76
<b>TOTAL:</b>	<b>\$ 59,865.91</b>

**FY 2024-2025 Maintenance and Upgrades**

FY 2023-2024 Base Maintenance Fee plus Upgrade Fee for Software System: (Maintenance and Upgrades Amount used as basis for FY 2024-2025 fees)	\$ 59,865.91
FY 2023-2024 Maintenance Fee for New Additions (estimated):	\$ 0.00
<b>Total for Base Maintenance Fee and Upgrades for FY 2024-2025:</b>	<b>\$ 59,865.91</b>
Consumer Price Index (CPI) (not to exceed 5%):	\$ 2,993.30
<b>TOTAL:</b>	<b>\$ 62,859.21</b>

**EXHIBIT A-2 – SCOPE OF SERVICES/PAYMENT PROVISIONS**

<b>GRAND TOTAL FOR MAINTENANCE AND UPGRADES FOR FY 2022–2023, FY 2023-2024 AND FY 2024-2025:</b>	<b>\$ 179,740.27</b>
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CONTRACTOR shall send a Memorandum to County not less than sixty (60) days prior to the start of each FY to notify County of actual maintenance fees for new additions.

All future maintenance and upgrade costs will be calculated based on the Base Maintenance plus Upgrade Fee for FY 2024–2025.

The budget for modifications for FY 2022–2025 is: \$25,000.

<b>GRAND TOTAL FOR MODIFICATIONS FOR FY 2022–2023, FY 2023-2024 AND FY 2024-2025:</b>	<b>\$ 25,000.00</b>
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The following hourly billing rates will be in effect beginning in FY 2022–2023 through FY 2024-2025 for any requested modifications during this period:

	<b>FY 2022-23</b>	<b>FY 2023-24</b>	<b>FY 2024-25</b>
Programming Rate	\$170.00	\$175.00	\$180.00
SQL/DBA Services Rate	\$175.00	\$180.00	\$185.00
Onsite Rate	\$190.00	\$195.00	\$200.00
Project Management	\$180.00	\$185.00	\$190.00

**B. PAYMENT PROVISIONS****COMPENSATION/PAYMENT**

County shall pay an increased amount of **\$204,740.27** for a total not to exceed \$583,469.92 for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Services of this Agreement. 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 (MYA 3200\*1307), the services, and associated Delivery Order

## EXHIBIT A-2 – SCOPE OF SERVICES/PAYMENT PROVISIONS

(DO) number, and an original hardcopy shall be sent to the following address or via email to [PWFP-Finance-AP@co.monterey.ca.us](mailto:PWFP-Finance-AP@co.monterey.ca.us):

County of Monterey  
Department of Public Works, Facilities, & Parks – 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 PWFP – Finance Division at (831) 755-4800 or by emailing [PWFP-Finance-AP@co.monterey.ca.us](mailto:PWFP-Finance-AP@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