



# Monterey County

168 West Alisal Street,  
1st Floor  
Salinas, CA 93901  
831.755.5066

## Board Order

### Agreement No.: A-10268

Upon motion of Supervisor Salinas, seconded by Supervisor Armenta, and carried by those members present, the Board of Supervisors hereby:

- a. Approved Amendment No. 7 to Professional Services Agreement No. A-10268 with Cascade Software Systems, Inc. to continue to provide services associated with maintenance and codifications to the Windows-based Cost Accounting Management System (Win-CAMS) for the Resource Management Agency, including maintenance to the interface between Win-CAMS and Advantage, the County's financial system, in the amount of \$35,013.96 for a total amount not to exceed \$403,061.47 for a term through June 30, 2013; and
- b. Authorized the Contracts/Purchasing Officer to execute Amendment No. 7 to Professional Services Agreement No. A-10268 and future amendments that do not significantly alter the scope of work or change the approved Agreement amount.

PASSED AND ADOPTED on this 12th day of June 2012, by the following vote, to-wit:

AYES: Supervisors Armenta, Calcagno, Salinas, Parker, and Potter

NOES: None

ABSENT: None

I, Gail T. Borkowski, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 76 for the meeting on June 12, 2012.

Dated: June 25, 2012  
File Number: 12-326

Gail T. Borkowski, Clerk of the Board of Supervisors  
County of Monterey, State of California

By

Deputy

**AMENDMENT NO. 7  
TO PROFESSIONAL SERVICES AGREEMENT  
BETWEEN COUNTY OF MONTEREY AND  
CASCADE SOFTWARE SYSTEMS, INC.**

**THIS AMENDMENT NO. 7** to the Professional Services Agreement between the County of Monterey, a political subdivision of the State of California (hereinafter, "County") and Cascade Software Systems, Inc. (hereinafter, "CONTRACTOR") is hereby entered into between the County and the CONTRACTOR (collectively, the County and CONTRACTOR are referred to as the "Parties").

**WHEREAS**, CONTRACTOR entered into a Professional Services Agreement with County on September 20, 2005, (hereinafter, "Agreement") to provide maintenance services and program modifications for the specialized Windows-based Cost Accounting Management System (Win-CAMS); and

**WHEREAS**, Agreement was amended by the Parties on April 20, 2006 (hereinafter, "Amendment No. 1"), January 22, 2007 (hereinafter, "Amendment No. 2"), April 16, 2008 (hereinafter, "Amendment No. 3"), June 12, 2009 (hereinafter, "Amendment No. 4"), and November 8, 2010 (hereinafter, "Amendment No. 5"); and

**WHEREAS**, Agreement was further amended by the Parties on September 12, 2011 (hereinafter, "Amendment No. 6") to continue to provide services associated with maintenance and program modifications to Win-CAMS and implement an interface of data between Win-CAMS and Advantage, the County's financial system; and

**WHEREAS**, the CONTRACTOR's expertise in maintenance and program modifications to Win-CAMS for Fiscal Year (FY) 2012 – 2013, including maintenance to the Win-CAMS and Advantage interface, continue to be needed by the County; and

**WHEREAS**, the Parties wish to further amend the Agreement to increase the amount by \$35,013.96 and extend the term to June 30, 2013 to allow CONTRACTOR to continue to provide tasks identified and as amended by this Amendment No. 7.

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

1. Amend Paragraph 1, "Services to be Provided", 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, A-2, A-3, A-4, A-5 and A-6 in conformity with the terms of this Agreement. The services are generally described as follows: Provide maintenance services and program modifications for the specialized

Windows-based Cost Accounting Management System (Win-CAMS) and an interface between Win-CAMS and Advantage, the County's financial system.

2. Amend Paragraph 2, "Payments by County", to read as follows:

County shall pay the CONTRACTOR in accordance with the payment provisions set forth in Exhibits A, A-1, A-2, A-3, A-4, A-5 and A-6, 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 \$403,061.47.

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

The term of this Agreement is from July 1, 2005 to June 30, 2013, unless sooner terminated pursuant to the terms of this Agreement.

4. Amend Paragraph 4, "Additional Provisions/Exhibits", by adding "Exhibit A-6 - Scope of Services/Payment Provisions".
5. Revise County's Contract Administrator's name and title, address, and phone under Paragraph 14, "Notices", to read as follows:

Dalia Mariscal-Martinez, Management Analyst II

Name and Title

County of Monterey Resource Management Agency  
168 West Alisal Street, 2<sup>nd</sup> Floor  
Salinas, CA 93901

Address

(831) 755-8966

Phone

6. All other terms and conditions of the Agreement remain unchanged and in full force.
7. This Amendment No. 7 shall be attached to the Agreement and incorporated therein as if fully set in the Agreement.

IN WITNESS WHEREOF the Parties hereto have executed this Amendment No. 7 to the Professional Services Agreement as of the day and year written below:

COUNTY OF MONTEREY

CONTRACTOR\*

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

\_\_\_\_\_  
Cascade Software Systems, Inc.  
Contractor's Business Name

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

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

Its: AAD F. ALKEMADE, PRES.  
(Print Name and Title)

Date: 4/23/12

Approved as to Form and Legality  
Office of the County Counsel

By: Cynthia L. Olson  
Deputy County Counsel

By: Rachelle L.K. Alkemade  
(Signature of Secretary, Asst. Secretary, CFO,  
Treasurer or Asst. Treasurer)

Its: Rachelle L.K. Alkemade,  
(Print Name and Title) Sec.

Date: 5-6-12

Date: 4/23/12

Approved as to Fiscal Provisions

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

Date: RISK MANAGEMENT

Approved as to Indemnity, Insurance Provisions/  
INSURANCE LANGUAGE

By: \_\_\_\_\_  
Risk Management

Date: 5-17-12

\*INSTRUCTIONS: IF CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the 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.