

**AMENDMENT NO. 8
TO PROFESSIONAL SERVICES AGREEMENT
BETWEEN COUNTY OF MONTEREY AND
CASCADE SOFTWARE SYSTEMS, INC.**

THIS AMENDMENT NO. 8 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, Agreement was further amended by the Parties on August 1, 2012 (hereinafter, "Amendment No. 7") to continue to provide services associated with maintenance and program modifications to Win-CAMS, including maintenance to the interface between Win-CAMS and Advantage; and

WHEREAS, County desires that CONTRACTOR continue to provide services associated with maintenance and program modifications for Fiscal Year (FY) 2013 – 2014; and

WHEREAS, the Parties wish to further amend the Agreement to include programming services associated with the implementation of an interface of payroll data between Win-CAMS and Advantage, to increase the amount by \$47,876.26 and extend the term to June 30, 2014 to allow CONTRACTOR to continue to provide tasks identified and as amended by this Amendment No. 8.

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

1. Amend the first sentence of 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, A-6 and A-7 in conformity with the terms of this Agreement.

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, A-6 and A-7, 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 \$450,937.73.

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, 2014, unless sooner terminated pursuant to the terms of this Agreement.

4. Amend Paragraph 4, "Additional Provisions/Exhibits", by adding "Exhibit A-7 - Scope of Services/Payment Provisions".

5. Amend Section 9.01, Professional liability insurance, of Paragraph 9, "Insurance", to delete the "Exemption/Modification".

6. Amend the third paragraph of Section 9.02 of Paragraph 9, "Insurance", to read as follows:

Commercial general liability policy shall provide an endorsement naming the County of Monterey, its officers, agents, and employees as Additional Insureds with respect to liability arising out of the CONTRACTOR'S work, including ongoing and completed operations, and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the County and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by the CONTRACTOR'S insurance. The required endorsement form for Commercial General Liability Additional Insured is ISO Form CG 20 10 11-85 or CG 20 10 10 01 in tandem with CG 20 37 10 01 (2000).

7. All other terms and conditions of the Agreement remain unchanged and in full force.

8. This Amendment No. 8 shall be attached to the Agreement and incorporated therein as if fully set in the Agreement.

**Cascade Software
Systems, Inc.**

Memo

RECEIVED
APR 05 2013
RMA FINANCE

RECEIVED
APR 04 2013
PUBLIC WORKS
ADMINISTRATION

To: Gus Capinguan
From: Aad F. Alkemade
CC:
Date: 4/1/2013
Re: RMA CAMS Maintenance Rates for FY 2013-2014

In accordance with the current CAMS Agreement for Maintenance and System Services I hereby submit updated rates for FY 2013-2014:

FY 2012-2013 Maintenance Fee	\$ 29,528.76
FY 2012-2013 New Additions	\$ 0.00
Cost of Living Increase: 1.75 %	<u>\$ 516.75</u>
FY 2013-2014 Maintenance Fee	\$ 30,045.51
FY 2013-2014 2013 Upgrade Document	<u>\$ 5,905.75</u>
Total	<u>\$ 35,951.26</u>

AA
Contractor's Initials
6/14/13
Date

The following hourly billing rates will be in effect during FY 2013-2014:

Programming Rate per Hour	\$ 145.00
SQL/DBE Services Rate per Hour	\$ 155.00
Onsite Rate per Hour	\$ 155.00

Rates decrease using sliding scale depending on total number of hours.

EXHIBIT A-7 – SCOPE OF SERVICES/PAYMENT PROVISIONS

Monterey RMA - New Requests

**Revised: May 14, 2013
March 7, 2013**

CGI AFIN/Advantage Interfaces with Win-CAMS:

1. Payroll / Employees
 - a. CAMS to Advantage
 - i. Payroll Timecard Data
 - b. Advantage to CAMS System Updates
 - i. Employees: Pay Rates, Benefits, etc.
 - ii. Employee Leave Balances

Monterey RMA - Proposal

CAMS to Advantage

1. Payroll Timecard Data	\$ 6,750
2. Employees: Pay Rates, New Hires, etc.	\$ 2,750
3. Employee Leave Balances	\$ 1,750
	\$ 11,250

FY 2013-2014 Maintenance (effective 7/1/13)

Annual Maintenance: 6% of \$ 11,250	\$ 675
	\$ 675

TOTAL: \$ 11,925

Services provided under Amendment No. 8 of this Agreement shall not exceed the sum of \$47,876.26.