

**RENEWAL AND AMENDMENT NO. 2 TO AGREEMENT BY AND  
BETWEEN  
COUNTY OF MONTEREY & COLUMBIA ULTIMATE INC.**

**THIS RENEWAL AND AMENDMENT NO. 2** is made to the STANDARD AGREEMENT, dated November 30, 2018, for the provision of a hosted VoIP PBX with Voice Mail, Multi-line calling service to aid in the collections of Court Fines and Fees. The service will also provide a IVR for 24/7 customer service for payments and account inquiries. By and between **Columbia Ultimate Inc**, hereinafter “CONTRACTOR”, and the County of Monterey, a political subdivision of the State of California, hereinafter referred to as “County”.

**WHEREAS**, County and CONTRACTOR entered in to the STANDARD AGREEMENT on or about November 30, 2018, and

**WHEREAS**, the County and CONTRACTOR executed Amendment NO. 1 on or about June 30, 2022 to extend for one (1) additional year the term of the STANDARD AGREEMENT and to increase the value of the STANDARD AGREEMENT by an additional \$15,000, and

**WHEREAS**, the County and CONTRACTOR wish to renew and amend the AGREEMENT to reflect the County’s exercise of the option to extend for one (1) additional year and increase the value of the agreement by an additional \$15,000.

**WHEREAS**, the STANDARD AGREEMENT expired on June 30, 2023, and

**NOW THEREFORE**, the County and CONTRACTOR hereby agree to amend the AGREEMENT in the following manner:

1. **Section 2., “PAYMENTS PROVISIONS” shall be amended by removing**, “The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of **\$83,000.00.**” and replacing it with “The total amount payable by County to CONTRACTOR under this AGREEMENT shall not exceed **\$98,000.00**”
2. **Paragraph 3, “TERM OF AGREEMENT”, shall be amended by removing** “The term of this Agreement is from **December 12, 2018 to June 30, 2023**, unless sooner terminated pursuant to the terms of this Agreement”, **and replacing it with** “The term of this Agreement is from **December 12, 2018 to June 30, 2024**, unless sooner terminated pursuant to the terms of this Agreement”.
3. Except as provided herein, all remaining terms, conditions and provisions of the AGREEMENT are unchanged and unaffected by this RENEWAL AND AMENDMENT NO. 2 and shall continue in full force and effect as set forth in the AGREEMENT.
4. A copy of this RENEWAL AND AMENDMENT NO. 2 shall be attached to the original AGREEMENT dated November 30, 2018.

Renewal and Amendment NO. 2 to Agreement with Columbia Ultimate Inc for IVR services

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IN WITNESS WHEREOF, the parties have executed this RENEWAL AND AMENDMENT NO. 2 on the day and year written below.

COUNTY OF MONTEREY

DocuSigned by:  
Mary A. Beeb  
18066971DD00492  
Treasurer Tax Collector

Dated: 7/17/2023 | 11:02 AM PDT

Approved as to Fiscal Provisions:

DocuSigned by:  
Jennifer Forsyth  
4E7E657875454AE  
Deputy Auditor/Controller

Dated: 7/17/2023 | 10:57 AM PDT

Approved as to Liability Provisions:

Risk Management

Dated:

Approved as to Form:

DocuSigned by:  
Shane Eben Strong  
6624564F383643C  
Deputy County Counsel

Dated: 7/17/2023 | 10:40 AM PDT

CONTRACTOR

DocuSigned by:  
Robert Fleu  
96E349DB0D5C4B3  
By: Signature of Chair, President, or Vice-President

Robert Fleu VP & General Counsel  
Printed Name and Title

Dated: 7/14/2023 | 9:35 AM PDT

DocuSigned by:  
John Granara  
90ECEG1B7800465...  
By: (Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)\*

John Granara- Chief Financial Officer  
Printed Name and Title

Dated: 7/17/2023 | 10:25 AM PDT

\*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.