

**AMENDMENT NO. 5
TO AGREEMENT
BETWEEN COUNTY OF MONTEREY AND
Columbia Ultimate, Inc. a Washington State Corporation**

THIS AMENDMENT No. 5 to Standard Agreement dated January 1, 2016 is made and entered into by and between Columbia Ultimate, Inc. a Washington State Corporation, hereinafter referred to as “Contractor”, and Monterey County, Probation Department a political subdivision of the State of California, hereinafter referred to as “County” (collectively, the “Parties”).

WHEREAS, Contractor previously entered into a Standard Agreement, dated January 1, 2016, for the provision of software maintenance and license renewal services for victim restitution program (hereinafter “services”) (hereinafter, “Agreement”) through December 31, 2016 for an amount not to exceed \$20,691.60; and

WHEREAS, Agreement was retroactively renewed and amended by the Parties on February 15, 2017 (hereinafter, “Renewal and Amendment No. 1”) to renew and extend the Agreement for an additional one (1) year through December 31, 2017 and to increase the Agreement’s not to exceed amount by \$20,691.60, for a total not to exceed amount of \$41,383.20; and

WHEREAS, Agreement was amended by the Parties on October 30, 2017 (hereinafter, “Amendment No. 2”) to extend the Agreement for one (1) additional year through December 31, 2018, and increase the Agreement’s not to exceed amount by \$21,312.35, for a total not to exceed amount of \$62,695.55; and

WHEREAS, Agreement was amended by the Parties on October 25, 2018 (hereinafter, “Amendment No. 3”) to extend the Agreement for one (1) additional year through December 31, 2019, and increase the Agreement’s not to exceed amount by \$21,810.63, for a total not to exceed amount of \$84,506.18; and

WHEREAS, Agreement was amended by the Parties on January 8, 2020 (hereinafter, “Amendment No. 4”) to extend the Agreement for one (1) additional year through December 31, 2020, and increase the Agreement’s not to exceed amount by \$22,323.86, for a total not to exceed amount of \$106,830.04; and

WHEREAS, the County has a continued need for services; and

WHEREAS, Exhibit A-3 is replaced with Exhibit A-4 to update the annual fees effective January 1, 2021; and

WHEREAS, the Parties wish to further amend the Agreement to extend the term of the Agreement through and including December 31, 2021 and increase the Agreement’s not to exceed amount by \$22,994.00 for a total not to exceed \$129,824.04 to allow Contractor to continue to provide services identified in this Agreement and as amended by this Amendment No. 5.

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

1. Amend Section 2.01 of Paragraph 2.0, "Payment Provisions", to read as follows:
County shall pay the CONTRACTOR in accordance with the payment provisions set forth in Exhibit A-4, 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 \$129,824.04.
2. Amend the first sentence of Paragraph 3.01 under Section 3.0, "Term of Agreement", to read as follows: "The term shall commence on January 1, 2016 through and including December 31, 2021".
3. Amend Section 4.01 of Paragraph 4, "Scope of Services and Additional Provisions", to delete "Exhibit A-3, Scope of Services/Payment Provisions" and add "Exhibit A-4, Scope of Services/Payment Provisions".
4. In all places within the Agreement, any reference to Exhibit A-3, Scope of Services/Payment Provisions is hereby replaced with Exhibit A-4, Scope of Services/Payment Provisions.
5. Except as provided herein, all remaining terms, conditions and provisions of the Agreement are unchanged and unaffected by this Amendment No. 5 and shall continue in full force and effect as set forth in the Agreement.
6. A copy of this Amendment No. 5 shall be attached to the original Agreement dated January 1, 2016.
7. The recitals to this Amendment No. 5 are incorporated by this reference.

IN WITNESS WHEREOF, the Parties execute this Amendment No. 5 which shall be effective as of the last date opposite the respective signatures below.

COUNTY OF MONTEREY


CONTRACTOR*

By: _____
Contracts/Purchasing Officer

Columbia Ultimate, Inc. a Washington State Corporation

Contractor's Business Name


Date: _____

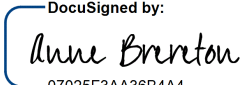
By: 
(Signature of Chair, President or Vice President)

Its: Alex Forman, VP and General Counsel
(Print Name and Title)

Date: October 1, 2020

**Approved as to Form and Legality
Office of the County Counsel**

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

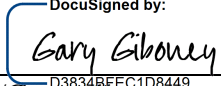
By: 
Anne K. Brereton
Deputy County Counsel

Its: Kevin Rhodes, CFO
(Print Name and Title)

Date: 10/1/2020 | 4:40 PM PDT

Date: October 1, 2020

Approved as to Fiscal Provisions

By: 
Auditor/Controller

Date: 10/1/2020 | 4:53 PM PDT

Approved as to Indemnity and Insurance Provisions

By: _____
Risk Management

Date: _____

*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.

EXHIBIT A-4
SCOPE OF SERVICES/PAYMENT PROVISIONS
To Agreement by and between
County of Monterey Probation Department,
hereinafter referred to as “County”
AND
Columbia Ultimate, Inc., a Washington State Corporation,
hereinafter referred to as “CONTRACTOR”

This Exhibit A-4 shall be incorporated by reference as part of Agreement governing work to be performed, the nature of the working relationship between the County and the CONTRACTOR, and specific obligations of the CONTRACTOR.

PURPOSE

The purpose of this Agreement is to: provide software module maintenance, support licenses and conversion/interface development support for the victim restitution program.

A. SCOPE OF WORK

The CONTRACTOR will provide services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

Remotely provide the annual upgrades to Probation’s revenue collection system.

- A. The CONTRACTOR shall produce the following written reports or other written documents (deliverables) by the dates indicated below:

All written reports required under this Agreement must be delivered to DISM, and the Finance Department, in accordance with the schedule above.

B. PAYMENT PROVISIONS

B.1 COMPENSATION/ PAYMENT

County shall pay the annual amount not to exceed Twenty-Two Thousand Nine Hundred Ninety-four Dollars only (\$22,994.00) for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Work. CONTRACTOR'S compensation for services rendered shall be based on the following rates or in accordance with the following terms:

Rate Schedule: January 2021 - December 2021

<u>Description</u>	<u>Annual Amount</u>	<u>Renewal Amount</u>
Annual RPCS Silver Support (3) Licenses	\$6,202.00	
Annual Renewal Fee for Silver Support		\$819.00
Annual CU/Emulate Support (4) Licenses	\$ 270.00	
Annual Account Distribution/Payment Proration Support	\$4,102.00	
Annual Renewal Fee for Proration Support		\$822.00
Annual Victim Restitution Support	\$3,787.00	
Annual Renewal Fee for Victim Restitution Support		\$760.00
Annual Conversion/Interface	\$1,229.00	
Annual RPCS Query Access Support (4) Licenses	\$ 440.00	
Annual Renewal Fee for Query Support		\$146.00
Annual jBase Support (4) Licenses	\$ 283.00	
Annual CU/Archive Support	\$ 518.00	
Annual Support Inbound Interface for Fwd Accounts to MCR	\$ 904.00	
Annual Support Export payments/notes from MCR to MPAR	\$ 904.00	
Annual Support Export Forwarded Accounts to MCR	\$ 904.00	
Annual Support Import Payments/notes from MCR	\$ 904.00	
TOTAL	\$22,994.00	

NOTE: All fees and costs stated herein shall include all applicable tax. Total Agreement amount is not to exceed \$129,824.04

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

There shall be no travel reimbursement allowed during this Scope of Services.

B.2 CONTRACTORS BILLING PROCEDURES

The County may, in its sole discretion, terminate the contract or withhold payments claimed by the CONTRACTOR for services rendered if the 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 the County.

The 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: The CONTRACTOR is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.