



Monterey County Board of Supervisors

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Salinas, CA 93901
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Board Order

A motion was made by Supervisor Chris Lopez, seconded by Supervisor Luis A. Alejo to:

Agreement No. A-14585, Amendment No. 4

- a. Approve and authorize the Contracts/ Purchasing Officer or Contracts/Purchasing Supervisor to sign Amendment No. 4 to Agreement with Columbia Ultimate, Incorporated, a Washington State Corporation, in the amount of \$22,323.86, for a total contract amount of \$106,830.04, to provide software maintenance, license renewal and support for the victim restitution program for the term from July 1, 2016 to December 31, 2020; and
- b. Authorize the Contracts/ Purchasing Officer or Contracts/Purchasing Supervisor to sign one (1) future amendment to the Agreement, subject to County Counsel review, which extends services by one (1) year, where any increased costs do not exceed ten percent (10%) of the cost of Amendment No. 4 (\$2,232) and do not significantly change the scope of work.

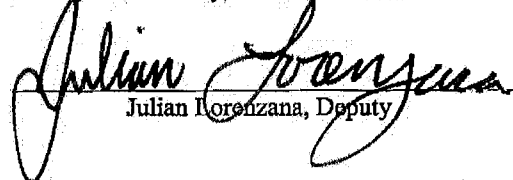
PASSED AND ADOPTED on this 10th day of December 2019, by the following vote, to wit:

AYES: Supervisors Alejo, Lopez, Phillips, Parker and Adams
NOES: None
ABSENT: None

I, Valerie Ralph, 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 82 for the meeting December 10, 2019.

Dated: December 17, 2019
File ID: A 19-410
Agenda Item No.: 63

Valerie Ralph, Clerk of the Board of Supervisors
County of Monterey, State of California


Julian Lorenzana, Deputy



Monterey County

Board of Supervisors
Chambers
168 W. Alisal St., 1st Floor
Salinas, CA 93901

Board Report

Legistar File Number: A 19-410

December 10, 2019

Introduced: 11/14/2019

Version: 1

Current Status: Agenda Ready

Matter Type: BoS Agreement

- a. Approve and authorize the Contracts/ Purchasing Officer or Contracts/Purchasing Supervisor to sign Amendment No. 4 to Agreement with Columbia Ultimate, Incorporated, a Washington State Corporation, in the amount of \$22,323.86, for a total contract amount of \$106,830.04, to provide software maintenance, license renewal and support for the victim restitution program for the term from July 1, 2016 to December 31, 2020; and
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RECOMMENDATION:

It is recommended that the Board of Supervisors:

- a. Approve and authorize the Contracts/ Purchasing Officer or Contracts/Purchasing Supervisor to sign Amendment No. 4 to Agreement with Columbia Ultimate, Incorporated, a Washington State Corporation, in the amount of \$22,323.86, for a total contract amount of \$106,830.04, to provide software maintenance, license renewal and support for the victim restitution program for the term from July 1, 2016 to December 31, 2020; and
- b. Authorize the Contracts/ Purchasing Officer or Contracts/Purchasing Supervisor to sign one (1) future amendment to the Agreement, subject to County Counsel review, which extends services by one (1) year, where any increased costs do not exceed ten percent (10%) of the cost of Amendment No. 4 (\$2,232) and do not significantly change the scope of work.

SUMMARY:

The Probation Department is recommending the approval of Amendment No. 4 to Agreement with Columbia Ultimate, Incorporated, a Washington State Corporation, in the amount of \$22,323.86 for software maintenance, license renewal and support for the victim restitution program for the period 12/31/19 to 12/31/20.

DISCUSSION:

In February 2016, Probation entered into a one (1) year agreement with Columbia Ultimate, Incorporated, a Washington State Corporation, to provide software module maintenance, license renewals, and support for the victim restitution program in the amount of \$20,691.60 for calendar year 2016. The Agreement was renewed and amended as follows:

- Amendment No. 1 in the amount of \$20,691.60 for 2017.
- Amendment No. 2 in the amount of \$21,312.35 for 2018.
- Amendment No. 3 in the amount of \$21,810.63 for 2019.

The recommendation to approve Amendment No. 4 would extend the Agreement for an additional

year from December 31, 2019 to December 31, 2020, update the annual fee schedule, and increase the agreement amount by \$22,323.86 for a total not to exceed amount of \$106,830.04. Due to the aggregate amount, this action requires Board of Supervisors' approval.

A copy of Amendment No. 4 is on file with the Clerk of the Board.

OTHER AGENCY INVOLVEMENT:

The Office of County Counsel-Risk Management has reviewed and approved Amendment No. 4 as to legal form and risk provisions, and the Auditor-Controller has reviewed and approved as to payment provisions.

FINANCING:

Funding for Amendment No. 4 is contained in Probation's Approved Budget for FY 19-20. There is no additional cost to the County General Fund with this recommended action.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:

This recommendation to provide software maintenance, license renewal and support for the victim restitution program supports key objectives of: 1) Administration with efficient and effective fiscal management and 2) Health and Human Services in providing restitution to victims of crime thereby improving health and quality of life.

- Economic Development
- Administration
- Health & Human Services
- Infrastructure
- Public Safety

Prepared by: Wendi Reed, Management Analyst II, ext. 3985

Approved by: Marcia Parsons, Chief Probation Officer, ext. 3913 *Marcia Parsons*
11/20/19

Attachments:

Attachment A: Amendment No. 4 to SA with Columbia Ultimate, Incorporated, a Washington State Corporation

Attachment B: Amendment No. 3 to SA with Columbia Ultimate, Incorporated, a Washington State Corporation

Attachment C: Amendment No. 2 to SA with Columbia Ultimate, Incorporated, a Washington State Corporation

Attachment D: Renewal and Amendment No. 1 to SA with Columbia Ultimate, Incorporated, a Washington State Corporation

Attachment E: SA with Columbia Ultimate, Incorporated, a Washington State Corporation

**AMENDMENT NO. 4
TO AGREEMENT
BETWEEN COUNTY OF MONTEREY AND
Columbia Ultimate, Inc. a Washington State Corporation**

THIS AMENDMENT No. 4 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, the County has a continued need for services; and

WHEREAS, Exhibit A-2 is replaced with Exhibit A-3 to update the annual fees effective January 1, 2020; and

WHEREAS, the Parties wish to further amend the Agreement to extend the term of the Agreement through and including December 31, 2020 and increase the Agreement's not to exceed amount by \$22,323.86 for a total not to exceed \$106,830.04, to allow Contractor to continue to provide services identified in this Agreement and as amended by this Amendment No. 4.

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-3, 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 \$106,830.04.

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, 2020".
3. Amend Section 4.01 of Paragraph 4, "Scope of Services and Additional Provisions", to delete "Exhibit A-2, Scope of Services/Payment Provisions" and add "Exhibit A-3, Scope of Services/Payment Provisions".
4. In all places within the Agreement, any reference to Exhibit A-2, Scope of Services/Payment Provisions is hereby replaced with Exhibit A-3, 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. 4 and shall continue in full force and effect as set forth in the Agreement.
6. A copy of this Amendment No. 4 shall be attached to the original Agreement dated January 1, 2016.
7. The recitals to this Amendment No. 4 are incorporated by this reference.

IN WITNESS WHEREOF, the Parties execute this Amendment No. 4 which shall be effective as of the last date opposite the respective signatures below.

COUNTY OF MONTEREY

CONTRACTOR*

By:

Alison Wick
Contracts/Purchasing Officer

Columbia Ultimate, Inc. a Washington State Corporation

Contractor's Business Name

Date:

11/8/2020

By:

[Signature]
(Signature of Chair, President or Vice President)

Its:

Jason K Harrington CEO
(Print Name and Title)

Date:

11/18/19

Approved as to Form and Legality
Office of the County Counsel

By:

AK
Anne K. Brereton
Deputy County Counsel

By:

David L Hahn
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Assistant Treasurer)

Its:

DAVID L HAHN VP-Finance
(Print Name and Title)

Date:

11-21-19

Date:

11/18/19

Approved as to Fiscal Provisions

By:

B. Mason
Auditor/Controller

Date:

11-26-19

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-3
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-3 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 Three Hundred Twenty-three Dollars and Eighty-Six cents only (\$22,323.86) 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 2020 - December 2020

<u>Description</u>	<u>Annual Amount</u>	<u>Renewal Amount</u>
Annual RPCS Silver Support (3) Licenses	\$6,020.93	
Annual Renewal Fee for Silver Support		\$795.51
Annual CU/Emulate Support (4) Licenses	\$ 262.25	
Annual Account Distribution/Payment Proration Support	\$3,982.99	
Annual Renewal Fee for Proration Support		\$797.69
Annual Victim Restitution Support	\$3,677.03	
Annual Renewal Fee for Victim Restitution Support		\$737.59
Annual Conversion/Interface	\$1,192.74	
Annual RPCS Query Access Support (4) Licenses	\$ 427.26	
Annual Renewal Fee for Query Support		\$142.05
Annual jBase Support (4) Licenses	\$ 274.93	
Annual CU/Archive Support	\$ 502.65	
Annual Support Inbound Interface for Fwd Accounts to MCR	\$ 877.56	
Annual Support Export payments/notes from MCR to MPAR	\$ 877.56	
Annual Support Export Forwarded Accounts to MCR	\$ 877.56	
Annual Support Import Payments/notes from MCR	\$ 877.56	

TOTAL \$22,323.86

NOTE: All fees and costs stated herein shall include all applicable tax. Total Agreement amount is not to exceed \$106,830.04.

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.



ADDITIONAL REMARKS SCHEDULE

AGENCY Mason & Mason Technology Insurance Services, Inc.		NAMED INSURED OSC Intermediate, Inc. Columbia Ultimate Business Systems, Inc. Columbia Ultimate, Inc. 4400 NE 77th Avenue Vancouver, WA 98662	
POLICY NUMBER SEE PAGE 1		NAIC CODE SEE P 1	
CARRIER SEE PAGE 1		EFFECTIVE DATE: SEE PAGE 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:
 OSC Investors, Inc.
 Ontario Systems, LLC
 Columbia Ultimate Business Systems, Inc.
 Columbia Ultimate
 Justice Systems, Inc.

Policy includes Blanket Additional Insured status with respect to General Liability ONLY IF required in written contract and per the terms and conditions of Chubb CGL form 80-02-2367 (attached).

Policy includes Blanket Primary & Non-Contributory status with respect to General Liability ONLY IF required in written contract and per the terms and conditions of Chubb CGL form 80-02-2653 (attached).

No coverage is provided for statutory Workers Compensation in the state of WA.

CHUBB

Liability Insurance

Endorsement

Policy Period NOVEMBER 30, 2019 TO NOVEMBER 30, 2020
Effective Date NOVEMBER 30, 2019
Policy Number 3605-22-60 BOS
Insured OSC INTERMEDIATE, INC.

Name of Company FEDERAL INSURANCE COMPANY
Date Issued DECEMBER 12, 2019

This Endorsement applies to the following forms:

GENERAL LIABILITY
EMPLOYEE BENEFITS ERRORS OR OMISSIONS
STOP GAP
STOP GAP - OHIO

Under Conditions, the following provision is added to the condition titled Other Insurance.

Conditions

***Other Insurance -
Primary, Noncontributory
Insurance - Scheduled
Person Or Organization***


If you are obligated, pursuant to a written contract or agreement, to provide the person or organization described in the Schedule (that is also included in the Who Is An Insured section of this contract) with primary insurance such as is afforded by this policy, then this insurance is primary and we will not seek contribution from insurance available to such person or organization.

Schedule

Persons or organizations described in the Who Is An Insured section of this contract and that you are obligated, pursuant to a written contract or agreement, to provide with primary insurance as is afforded by this policy, but only to the minimum extent required by such contract or agreement.

All other terms and conditions remain unchanged.

Authorized Representative



Liability Insurance

Endorsement

Policy Period NOVEMBER 30, 2019 TO NOVEMBER 30, 2020

Effective Date NOVEMBER 30, 2019

Policy Number 3605-22-60 BOS

Insured OSC INTERMEDIATE, INC.

Name of Company FEDERAL INSURANCE COMPANY

Date Issued DECEMBER 12, 2019

This Endorsement applies to the following forms:

GENERAL LIABILITY

Under Who Is An Insured, the following provision is added.

Who Is An Insured

**Additional Insured -
Scheduled Person
Or Organization**

Persons or organizations shown in the Schedule are **insureds**; but they are **insureds** only if you are obligated pursuant to a contract or agreement to provide them with such insurance as is afforded by this policy.

However, the person or organization is an **insured** only:

- if and then only to the extent the person or organization is described in the Schedule;
- to the extent such contract or agreement requires the person or organization to be afforded status as an **insured**;
- for activities that did not occur, in whole or in part, before the execution of the contract or agreement; and
- with respect to damages, loss, cost or expense for injury or damage to which this insurance applies.

No person or organization is an **insured** under this provision:

- that is more specifically identified under any other provision of the Who Is An Insured section (regardless of any limitation applicable thereto).
- with respect to any assumption of liability (of another person or organization) by them in a contract or agreement. This limitation does not apply to the liability for damages, loss, cost or expense for injury or damage, to which this insurance applies, that the person or organization would have in the absence of such contract or agreement.

CHUBB®

Liability Endorsement
(continued)

Under Conditions, the following provision is added to the condition titled Other Insurance.

Conditions

**Other Insurance –
Primary, Noncontributory
Insurance – Scheduled
Person Or Organization**

If you are obligated, pursuant to a contract or agreement, to provide the person or organization shown in the Schedule with primary insurance such as is afforded by this policy, then in such case this insurance is primary and we will not seek contribution from insurance available to such person or organization.

Schedule

Persons or organizations that you are obligated, pursuant to a contract or agreement, to provide with such insurance as is afforded by this policy.

All other terms and conditions remain unchanged.

Authorized Representative

