

**AMENDMENT NO. 6
TO AGREEMENT
BETWEEN COUNTY OF MONTEREY AND
Columbia Ultimate, Inc. a Washington State Corporation**

THIS AMENDMENT No. 6 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”, including Exhibit A-1) 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”, including Exhibit A-2) 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 December 17, 2019 (hereinafter, “Amendment No. 4”, including Exhibit A-3) 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, Agreement was amended by the Parties on October 28, 2020 (hereinafter, Amendment No. 5, including Exhibit A-4) to extend the term of the Agreement through 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; and

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

WHEREAS, Exhibit A-4 is replaced with Exhibit A-5 to update the annual fees effective January 1, 2022; and

WHEREAS, the Parties wish to further amend the Agreement to extend the term of the Agreement through and including December 31, 2022 and increase the Agreement's not to exceed amount by \$23,683.82 for a total not to exceed \$153,507.86 to allow Contractor to continue to provide services identified in this Agreement and as amended by this Amendment No. 6.

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-5, 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 \$153,507.86.
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, 2022".
3. Amend Section 4.01 of Paragraph 4, "Scope of Services and Additional Provisions", to delete "Exhibit A-4, Scope of Services/Payment Provisions" and add "Exhibit A-5-, Scope of Services/Payment Provisions".
4. In all places within the Agreement, any reference to Exhibit A-4, Scope of Services/ Payment Provisions is hereby replaced with Exhibit A-5, 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. 6 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. 6 are incorporated by this reference.

IN WITNESS WHEREOF, the Parties execute this Amendment No. 6 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: *Alex Forman*
(Signature of Chair, President or Vice President)

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

Date: 11/5/21

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

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

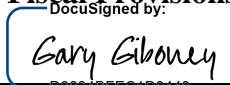
By: 
Anne K. Brereton
Deputy County Counsel

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

Date: 11/8/2021 | 11:47 AM PST

Date: 11/5/21

Approved as to Fiscal Provisions

By: 
Auditor/Controller

Date: 11/8/2021 | 11:50 AM PST

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-5
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-5 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 2022 calendar year annual amount not to exceed Twenty-Three Thousand Six Hundred Eighty-three Dollars and Eighty-two cents (\$23,683.82) 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 2022 - December 2022

<u>Description</u>	<u>Annual Amount</u>	<u>Renewal Amount</u>
Annual RPCS Silver Support (3) Licenses	\$6,388.06	
Annual Renewal Fee for Silver Support		\$843.57
Annual CU/Emulate Support (4) Licenses	\$ 278.10	
Annual Account Distribution/Payment Proration Support	\$4,225.06	
Annual Renewal Fee for Proration Support		\$846.66
Annual Victim Restitution Support	\$3,900.61	
Annual Renewal Fee for Victim Restitution Support		\$782.80
Annual Conversion/Interface	\$1,265.87	
Annual RPCS Query Access Support (4) Licenses	\$ 453.20	
Annual Renewal Fee for Query Support		\$150.38
Annual jBase Support (4) Licenses	\$ 291.49	
Annual CU/Archive Support	\$ 533.54	
Annual Support Inbound Interface for Fwd Accounts to MCR	\$ 931.12	
Annual Support Export payments/notes from MCR to MPAR	\$ 931.12	
Annual Support Export Forwarded Accounts to MCR	\$ 931.12	
Annual Support Import Payments/notes from MCR	\$ 931.12	

TOTAL \$23,683.82

NOTE: All fees and costs stated herein shall include all applicable tax. Total Agreement amount is not to exceed \$153,507.86.

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.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/4/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Armfield, Harrison & Thomas, LLC 458 South Ave. Whitman, MA 02382	CONTACT NAME: Jennifer McRae PHONE (A/C, No, Ext): (781) 447-5531 FAX (A/C, No): (781) 447-7230 E-MAIL ADDRESS: jmcrae@ahtins.com
INSURER(S) AFFORDING COVERAGE	
INSURER A : Federal Insurance Company	
NAIC #	
INSURER B : Chubb Indemnity	
INSURER C : Chubb Custom Specialty	
INSURER D : National Union Fire Ins Co of PA	
INSURER E :	
INSURER F :	

INSURED **OSC Intermediate, Inc.**
Columbia Ultimate Business Systems, Inc.
Columbia Ultimate, Inc.
4400 NE 77th Avenue
Vancouver, WA 98662

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		36052260	11/30/2020	11/30/2021	EACH OCCURRENCE \$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
							MED EXP (Any one person) \$ 10,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			73600713	11/30/2020	11/30/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			79896583	11/30/2020	11/30/2021	EACH OCCURRENCE \$ 20,000,000
							AGGREGATE \$ 20,000,000
							\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y / N <input type="checkbox"/> N / A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			71765370	11/30/2020	11/30/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
							E.L. EACH ACCIDENT \$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	E&O Liability/Cyber			36059338	8/30/2020	8/30/2021	Each Occ / Aggregate \$ 10,000,000
D	Excess E&O			017010367	8/30/2020	8/30/2021	Aggregate \$ 10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Blanket Additional Insured is granted to Monterey County, its Officers, Agents and Employees are included as an additional insured on a primary & non-contributory basis for Commercial General Liability so long as obligated pursuant to a contract or agreement and as per the terms and conditions of Chubb CGL form 80-02-2367 (Rev. 5-07)

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

CERTIFICATE HOLDER

CANCELLATION

Monterey County Probation Dept. Attn: Sandra Shaffner 1422 Natividad Rd. Salinas, CA 93906	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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ADDITIONAL REMARKS SCHEDULE

AGENCY Armfield, Harrison & Thomas, LLC		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		EFFECTIVE DATE: SEE PAGE 1	
CARRIER SEE PAGE 1	NAIC CODE SEE P 1		

ADDITIONAL REMARKS

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

Blanket PNC Additional Insured - CGL

Blanket Additional Insured is granted on a primary & non-contributory basis for Commercial General Liability so long as obligated pursuant to a contract or agreement and as per the terms and conditions of Chubb CGL form 80-02-2367 (Rev. 5-07).

Additional Named Insured Entities

Coverage under the above referenced policies extends to the following entities:

- OSC Intermediate, Inc.
- OSC Investors, Inc.
- Ontario Systems, LLC
- OSC Payments, Inc.
- OSC Parent, Inc.
- Columbia Ultimate Business Systems, Inc.
- Columbia Ultimate, Inc.
- Justice Systems, Inc.
- SwervePay Holdings, LLC
- SwervePay LLC
- SwervePay Auto, LLC
- SwervePay Health, LLC
- SwervePay Financial, LLC

CHUBB®

Liability Insurance

Endorsement

Policy Period NOVEMBER 30, 2020 TO NOVEMBER 30, 2021

Effective Date NOVEMBER 30, 2020

Policy Number 3605-22-60 BOS

Insured OSC INTERMEDIATE, INC

Name of Company FEDERAL INSURANCE COMPANY

Date Issued DECEMBER 3, 2020

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.

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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

