



Monterey County Board of Supervisors

168 West Alisal Street,
1st Floor
Salinas, CA 93901
831.755.5066
www.co.monterey.ca.us

Board Order

A motion was made by Supervisor Mary L. Adams, seconded by Supervisor John M. Phillips to:

Agreement No.: A-14585, Amendment No. 4

- a. Approve and authorize the Contracts/ Purchasing Officer or Contracts/Purchasing Supervisor to sign Amendment No. 5 to Agreement with Columbia Ultimate, Incorporated, a Washington State Corporation dba RevQ in the amount of \$22,994, for a total contract amount of \$129,824, to provide software maintenance, license renewal and support for the victim restitution program for the term from January 1, 2016 to December 31, 2021; and
- b. Authorize the Contracts/ Purchasing Officer or Contracts/Purchasing Supervisor to sign future amendments to the Agreement, where any increased costs do not exceed ten percent (10%) of the cost of Amendment No. 5 and do not significantly change the scope of work.

PASSED AND ADOPTED on this 27th day of October 2020, by roll call vote:

AYES: Supervisors Alejo, Phillips, Lopez, Parker and Adams
NOES: None
ABSENT: None
(Government Code 54953)

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 October 27, 2020.

Dated: October 27, 2020
File ID: A 20-418
Agenda Item No.: 36

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

Joel G. Pablo, Deputy

**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: DocuSigned by: Michael R. Derr
367942E6E649429...
Contracts/Purchasing Officer
Date: 10/28/2020 | 11:18 AM PDT

Columbia Ultimate, Inc. a Washington State Corporation
Contractor's Business Name
By: [Signature]
(Signature of Chair, President or Vice President)

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

Date: October 1, 2020

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

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

Date: October 1, 2020

Approved as to Form and Legality
Office of the County Counsel

By: DocuSigned by: Anne Brereton
07026F3AA36B4A4...
Anne K. Brereton
Deputy County Counsel
Date: 10/1/2020 | 4:40 PM PDT

Approved as to Fiscal Provisions

By: DocuSigned by: Gary Giboney
D3834BFEC1D8449...
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.

Certificate Of Completion

Envelope Id: 2B1130B7C02541789E3FD20F04D20762	Status: Completed
Subject: Please DocuSign: Amendment_No._5_to_Agreement_-_Columbia_Ultimate-_2021.pdf, Board Order.pdf	
Source Envelope:	
Document Pages: 6	Signatures: 1
Certificate Pages: 4	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Wendi Reed
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	ReedWL@co.monterey.ca.us
	IP Address: 192.92.176.115

Record Tracking

Status: Original	Holder: Wendi Reed	Location: DocuSign
10/28/2020 11:03:28 AM	ReedWL@co.monterey.ca.us	
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: Probation	Location: DocuSign

Signer Events

Michael R. Derr
 derrm@co.monterey.ca.us
 Contracts/Purchasing Officer
 County of Monterey
 Signing Group: Contracts/Purchasing Signers
 Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:

 367942E6F649429...
 Signature Adoption: Pre-selected Style
 Using IP Address: 192.92.176.115

Timestamp

Sent: 10/28/2020 11:09:34 AM
 Viewed: 10/28/2020 11:18:49 AM
 Signed: 10/28/2020 11:18:56 AM

Electronic Record and Signature Disclosure:

Accepted: 4/24/2020 1:02:08 PM
 ID: 5d6ded82-34d0-422a-a8ce-e263dd6a82f0

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Witness Events

Signature

Timestamp

Notary Events

Signature

Timestamp

Envelope Summary Events

Status

Timestamps

Envelope Sent	Hashed/Encrypted	10/28/2020 11:09:34 AM
Certified Delivered	Security Checked	10/28/2020 11:18:49 AM
Signing Complete	Security Checked	10/28/2020 11:18:56 AM
Completed	Security Checked	10/28/2020 11:18:56 AM

Payment Events

Status

Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Probation (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Probation:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: urenael@co.monterey.ca.us

To advise Probation of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at urenael@co.monterey.ca.us and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Probation

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to urenael@co.monterey.ca.us and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Probation

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to urenae1@co.monterey.ca.us and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Probation as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Probation during the course of your relationship with Probation.