Subject: Contract Amendment with Ontario Systems LLC for Mailing Services

Department: Treasurer-Tax Collector

Contact: Jenavive Herrington   Phone: 530.552.3709

Meeting Date Requested: May 21, 2019

Regular Agenda   Consent Agenda

Department Summary: (Information provided in this section will be included on the agenda. Attach explanatory memorandum and other background as necessary).

The Treasurer-Tax Collector’s Office has used Ontario Systems LLC’s collection software, Columbia Ultimate Business Systems (CUBS), since 2001 to mail customer letters initiated by revenue and reimbursement officers in the course of their daily work. The Department uses the CUBS collection software to service the Court and the County’s delinquent debt portfolio. The contract covers the costs of printing and mailing approximately 70,000 collection letters per year. The Department recommends amending the contract with Ontario Systems LLC for mailing services. The current contract has been in place since July 1, 2015, and the amendment extends the term of the contract by one year through June 30, 2020, and increases the maximum payable amount by $40,000, not-to-exceed $212,000. All other terms remain the same.

Fiscal Impact:

No budgetary impact.

Personnel Impact:

Does not apply.

Action Requested:

Approve contract amendment and authorize the Chair to sign.

Administrative Office Review: Meegan Jessee, Deputy Chief Administrative Officer
AMENDMENT TO CONTRACT
GREATER THAN $25,000.00

This Amendment to the Contract identified below, between the County of Butte and the Contractor identified below, reflects the mutual agreement between the parties to amend this Contract in consideration for the mutual promises contained herein.

<table>
<thead>
<tr>
<th>Amendment Number</th>
<th>Date of Amendment</th>
<th>Date of Contract</th>
</tr>
</thead>
<tbody>
<tr>
<td>#4</td>
<td>04/16/19</td>
<td>07/01/15</td>
</tr>
</tbody>
</table>

Contract Number X21796
Contractor: Ontario Systems LLC

<table>
<thead>
<tr>
<th>Previous Contract Price</th>
<th>$172,000</th>
<th>□ Fixed Price</th>
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<tr>
<td>Net Change This Amendment</td>
<td>$40,000</td>
<td>□ Fixed Price</td>
<td>☑ Not-to-Exceed Price</td>
</tr>
<tr>
<td>Revised Contract Price</td>
<td>$212,000</td>
<td>□ Fixed Price</td>
<td>☑ Not-to-Exceed Price</td>
</tr>
</tbody>
</table>

Original Completion Date: 06/30/19 (per Amendment #3)
Revised Completion Date: 06/30/20

Description of Additional Changes: (If any provision of the Contract is being modified by this Amendment, include the amended form of the modified provision below.)

Terms and Conditions, shall be amended as follows:
Paragraph 5.1 term, shall be amended to read, “The term of this agreement is July 1, 2015 through June 30, 2020.

Paragraph 7 Contract Maximum, shall be amended to read, “During the initial term of July 1, 2015 through June 30, 2020, the Not-To-Exceed contract maximum payable to Ontario Systems LLC by County for services rendered per agreement shall be $212,000.00. Should increase in contract maximum be necessary during initial term Ontario Systems LLC and County shall amend contract maximum through written amendment signed by both parties.

CU CORRESPOND-PRICING SCHEDULE shall be amended as follows:
“Contract Maximum: $212,000.00”

All other terms of this Contract shall remain in full force and effect and are hereby reaffirmed as originally stated or as previously amended by prior written amendment to this contract.

COUNTY

Steve Lambert
Chair, Board of Supervisors

CONTRACTOR

Ontario Systems LLC

Contracts Division

APPROVED AS TO FORM
Butte County Counsel

Date

4-22-19

Date

Amendment to contract Greater Than $25,000.00 Butte County General Services Department Rev. 1-11-11 Page 1 of 1
ULTIMATECONNECT MASTER AGREEMENT

Parties:

Columbia Ultimate, Inc., a Washington corporation
4400 NE 77th Avenue, Suite 100
Vancouver, Washington 98662
Telephone: 360-256-7358

Butte County Central Collections, Client ID# 63500
25 County Center Dr
Oroville, CA 95965-3316
530-538-7362
Susan Akins (notice party)

This UltimateConnect Agreement consists of this page ("Signature Page"), the terms and conditions ("Terms and Conditions") and the CU Correspond Service Order ("Service Order(s)").

The parties acknowledge that they have had the opportunity to review the Terms and Conditions and hereby agree to them. The parties are signing this agreement on the date last indicated below.

Butte County
Authorized Signature
By: [Signature]
Print Name: Doug Teeter
Title: CHAIR, BOARD OF SUPERVISORS
Date: 8/25/15

COLUMBIA ULTIMATE, INC.
Authorized Signature
By: Jim Aikins
Print Name: Jim Aikins
Title: CEO
Date: 8/10/2015

Reviewed For Contract
Policy Compliance
General Services
Contracts Division
D. Heath 8/7/15

APPROVED AS TO FORM
Butte County Counsel
By: [Signature]

Page 1 of 10
1. BACKGROUND. Columbia Ultimate owns, or has acquired from others, rights for the use of proprietary data, data services, financial services printing services, mailing services and computer software. Client desires to use UltimateConnect in Client's business, and Columbia Ultimate desires to provide UltimateConnect based on the terms and conditions contained in this agreement.

2. DEFINITIONS. The following definitions apply in this agreement for capitalized terms:

UltimateConnect Information (UC Information): information or data provided to or from Client through the UltimateConnect Services.

UltimateConnect Services (UC Services): includes the services and configuration that Columbia Ultimate must perform on Client's system to allow connectivity to third party providers.

UltimateConnect Subscription (UC Subscription): The monthly fee associated with use of UltimateConnect.

UltimateConnect Technology Platforms (UC Platforms): includes but is not limited to the CU-Transit Software; the UltimateConnect Gateway Software; Microsoft Services; related user manuals and documentation; related program updates, enhancements, revisions and releases; and any other computer program or programming or documentation provided by Columbia Ultimate in connection with this agreement.

3. SCOPE OF AGREEMENT AND SERVICES. During the use of UC Technology Platforms, subject to the terms and conditions set forth herein, Columbia Ultimate will provide the UC Services and UC Information to which the Client has subscribed on a nontransferable, nonexclusive basis. Standard procedures, input formats and output formats will be as designated from time to time by Columbia Ultimate. Columbia Ultimate in its sole discretion may change content of the UC Platforms, UC Services, and UC Information, in whole or in part, from time to time.

4. OWNERSHIP.

4.1 TITLE TO UC PLATFORMS. The UC Platforms are licensed, not sold. Columbia Ultimate has expended considerable time, effort and funds to create and acquire rights to the UC Platforms. Except as otherwise explicitly set forth in this agreement, all rights, title, copyrights, and interest in and to the UC Platforms, and any copies of the UC Platforms, are and at all times will remain, the property of Columbia Ultimate and/or its suppliers. Client's right to use the UC Platforms is only as specified in this agreement. Columbia Ultimate retains all rights not expressly granted to Client in this agreement.

4.2 DECLARATION OF COPYRIGHT. Copyright laws and international copyright treaties, as well as other intellectual property laws and treaties, protect the UC Platforms. In addition to Client's confidentiality obligations (Section 7), Client may not copy or modify, and Client may not permit its agents, technical consultants or others to copy or modify, UC Platforms except as explicitly set forth in this agreement. Client may not reverse engineer, decompile or disassemble the UC Platforms. Client will not take any action that jeopardizes Columbia Ultimate's or its suppliers' proprietary rights or acquire any right in the or the UC Platforms, except the limited license rights granted to Client in this agreement. Nothing in this agreement constitutes a waiver of any rights of Columbia Ultimate under U.S. Copyright law or any other international, federal or state law.

4.3 SOFTWARE LICENSE. Columbia Ultimate hereby grants to Client a personal, nonexclusive, nontransferable license to use the UC Platforms as indicated in the applicable Attachments for Client's own data processing purposes during the term of this agreement.

5. TERM, TERMINATION AND SURVIVAL.

5.1 TERM. The term of this agreement is JULY 1, 2015 THROUGH JUNE 30, 2016.

5.2 TERMINATION. This agreement will terminate upon the earlier of:

5.2.1 Thirty days' notice by Client; or

5.2.2 Material breach of this agreement that has not been cured for 10 days from notice thereof to the breaching party.

5.3 EFFECT OF TERMINATION. Upon termination of this agreement:

5.3.1 All rights of Client with respect the UC Information, the UC Platforms and the
licenses granted by Columbia Ultimate hereunder will immediately terminate;

5.3.2. Client must promptly return all copies of the UC Information, the UC Platforms and accompanying written materials to Columbia Ultimate or otherwise dispose of the UC Information, UC Platforms and accompanying materials in such manner as is acceptable to Columbia Ultimate; and

5.3.3. Client must immediately pay all amounts owing to Columbia Ultimate, and all such obligations will be accelerated.

5.4. SURVIVAL. The provisions of Sections 3, 4, 5, 11, 12, 13, 14, 16 and this Section 5 will survive termination of this agreement.

6. PAYMENT.

6.1. FEES. Client will pay Columbia Ultimate the fees for the UC Subscription and any applicable UC Services and UC Information described in the on the CU Correspond - Pricing Schedule below. Payment will be due and payable upon invoice unless otherwise stated on the face of the invoice or in a Service Order.

6.2. ADJUSTMENTS IN FEES. Fee changes will only be for pass-through fees such as postage.

6.3. TAXES. Prices and fees are exclusive of, and Client will be solely responsible for paying (or providing an exemption certificate with respect to), all sales, use, excise and similar taxes relating to the sale or license of the UC Information, the UC Platforms and related services.

6.4. CURRENCY. All fees are in US Dollars unless otherwise specified.

6.5. EXPENSES. Reasonable out-of-pocket expenses for Columbia Ultimate’s personnel at Client’s designated location (air fare, auto rental, hotel, meals, etc.) and other expenses incurred on behalf of Client (long distance telephone/modem charges, etc.) are not included in the fees quoted and will be charged to Client separately.

6.6. ADDITIONAL SERVICES. On-site professional services days are 8-hour days. Additional time may be billed as additional charges. Additional person days (8-hour days) of professional services (including internet meetings) are available at Columbia Ultimate’s then-current rates, plus expenses.

7. CONTRACT MAXIMUM:

During the initial term of July 1, 2015 through June 30, 2016, the Not-To-Exceed contract maximum payable to Columbia Ultimate by Client for services rendered per agreement shall be $52,000.00. Should increase in contract maximum be necessary during initial term Columbia Ultimate and Client shall amend contract maximum through written amendment signed by both parties.

8. CONFIDENTIALITY. The UC Platforms, this agreement, related communications from Columbia Ultimate in whatever form, and their content are the confidential information of Columbia Ultimate and may not be disclosed or used for any purpose not expressly permitted by this agreement or as otherwise expressly authorized in writing by Columbia Ultimate. Client must take all reasonable steps necessary to ensure that the UC Platforms nor any portion thereof is copied or made available (in whole or in part) by Client or by any of its agents or employees in any form (including but not limited to magnetic tape, disk, or memory) to any organizations or individuals not licensed by this agreement to make use thereof. Client will assure that all individuals having access to the UC Platforms (including but not limited to Client’s technical consultants) will observe and perform this confidentiality covenant.

9. COVENANTS, REPRESENTATIONS AND WARRANTIES OF CLIENT.

9.1. AFFIRMATIVE COVENANTS: Client will:

9.1.1. use the UC Information and UC Platforms only:

9.1.1.1. for Client’s business operations;

9.1.1.2. for collecting an account of the debtor to which the UC Information applies, or for legitimate business needs in connection with a business transaction initiated by the debtor, and for no other purpose;

9.1.1.3. in accordance with the terms and conditions, and for the purpose, set forth in this agreement;

9.1.1.4. Comply fully with all state, federal, and local laws, ordinances, rules and regulations including, but not limited to, the Gramm-Leach-Bliley Act (15 USC 6801 et seq.), the Drivers Privacy Protection Act (18 USC 2721 et seq.), the Fair Credit Reporting Act (15 USC 1681 et seq.) and other regulations relating to the
operation and the use of software and debt collection in general;

9.1.5. in compliance with all applicable privacy and data protection laws, rules and regulations; and

9.1.6. in compliance with Codes of Ethics and Operations published by the Association of Credit and Collection Professionals ("ACA") and the rules and policies of such other associations or groups of which Client is a member;

9.2. Limit disclosure of the Platforms to the employees and agents of Client who have a need to know such information for purposes of this agreement, and who, with respect to the confidential information of Columbia Ultimate, are bound in writing by confidentiality terms no less restrictive than those contained in this agreement;

9.3. instruct its employees having access to the UC Platforms not to copy, duplicate or disclose the UC Platforms or any components thereof; and

9.2. NEGATIVE COVENANTS: Client will not:

9.2.1. Provide or otherwise make available any UC Platform to any third party for any purpose whatsoever;

9.2.2. Utilize the UC Information or the UC Platforms to offer any services competing with those offered by Columbia Ultimate or any of Columbia Ultimate’s suppliers; and

9.2.3. Use the UC Information as a factor in:

9.2.3.1. Establishing an individual's eligibility for credit or insurance;

9.2.3.2. Underwriting individual insurance;

9.2.3.3. Evaluating an individual for employment, promotion, reassignment or retention as an employee; or

9.2.3.4. Determining an individual's eligibility for a license or other benefit granted by a governmental authority.

9.3. REPRESENTATION AND WARRANTIES. Client represents and warrants that Client is:

9.3.1. the end user of the UC Information; and

9.3.2. either a credit grantor or a collection agency or an agent thereof.

10. LIMITED WARRANTIES.

10.1. UC INFORMATION. THE UC INFORMATION AS PROVIDED BY THIRD PARTIES IS ON AN "AS IS" AND "AS AVAILABLE" BASIS. ANY USE OR RELIANCE UPON THE UC INFORMATION AND/OR UC SERVICES BY CLIENT IS AT CLIENT'S OWN RISK.

10.2. UC PLATFORMS – NO INFRINGEMENT. During use of the UC Platforms, Columbia Ultimate warrants that it has the right to license the UC Platforms to Client under terms of this agreement, that the UC Platforms do not infringe upon the rights of any third parties, and that the UC Platforms do not violate any U.S. protected copyright or trademark or any other proprietary rights of third parties.

11. DISCLAIMER OF WARRANTIES. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, COLUMBIA ULTIMATE DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND OR NATURE, EXPRESS OR IMPLIED, ARISING OUT OF, OR RELATED TO, THIS AGREEMENT, THE UC PLATFORMS, THE UC INFORMATION, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES REGARDING QUALITY, CORRECTNESS, COMPLETENESS, SUITABILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT OR OTHERWISE (IRRESPECTIVE OF ANY COURSE OF DEALING, CUSTOM OR USAGE OF TRADE), EACH OF WHICH IS HEREBY EXCLUDED BY AGREEMENT OF THE PARTIES. THE OBLIGATIONS OF COLUMBIA ULTIMATE TO CLIENT ARE RELATED TO SERVICES PROVIDED BY COLUMBIA ULTIMATE. THIS AGREEMENT IS A SERVICE AGREEMENT FOR THE PURPOSES OF THE UNIFORM COMMERCIAL CODE OF ANY APPLICABLE JURISDICTION, AND THE PROVISIONS OF THE UNIFORM COMMERCIAL CODE DO NOT APPLY TO THIS AGREEMENT.

12. EXCLUSION OF DAMAGES. NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, IN NO EVENT WILL COLUMBIA ULTIMATE, ITS SUPPLIERS, OR ANY OF THEIR
RESPECTIVE AFFILIATES, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS OR SUBCONTRACTORS BE LIABLE UNDER ANY THEORY OF TORT, CONTRACT, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY FOR LOST PROFITS, LOST REVENUES, LOST BUSINESS OPPORTUNITIES OR EXEMPLARY, PUNITIVE, SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES, EACH OF WHICH IS HEREBY EXCLUDED BY AGREEMENT OF THE PARTIES, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE OR WHETHER EITHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

13. LIMITATION OF LIABILITY. COLUMBIA ULTIMATE’S CUMULATIVE LIABILITY FOR ALL LOSSES RELATING TO OR ARISING IN CONNECTION WITH THIS AGREEMENT OR THE UC INFORMATION PROVIDED WILL NOT UNDER ANY CIRCUMSTANCES OR IN ANY EVENT EXCEED THE FEES ACTUALLY PAID TO COLUMBIA ULTIMATE BY CLIENT FOR THE PARTICULAR UC INFORMATION OR SERVICE IN ISSUE DURING THE 12 MONTHS PRECEDING A DISPUTE BROUGHT IN ACCORDANCE WITH THE DISPUTE RESOLUTION SECTION GIVEN WITH APPROPRIATE NOTICE REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, OR OTHERWISE.

14. INDEMNIFICATION OF COLUMBIA ULTIMATE.

14.1. INDEMNIFICATION OBLIGATION. Client must defend, indemnify and hold harmless Columbia Ultimate and its suppliers and affiliates, and their respective employees, agents, officers, directors, and shareholders, from and against all losses, damages, claims, liabilities, costs and expenses (including all legal costs such as attorneys’ fees, court costs and settlement expenses) arising out of, connected with, or resulting from:

14.1.1. The breach of any representation, warranty, covenant, or other agreement made by Client pursuant to this agreement; or

14.1.2. The use or misuse of the UC Information provided to Client by Columbia Ultimate in connection with this agreement.

14.2. INDEMNIFICATION PROCEDURE. If any such claim or proceeding arises, Columbia Ultimate will provide written notice to Client in a timely manner after Columbia Ultimate receives actual notice of such a claim or proceeding. Client will have the right, at its expense, to employ counsel reasonably acceptable to Columbia Ultimate to defend the claim, and to compromise, settle or otherwise dispose of the claim, but no compromise or settlement of any claim admitting liability or imposing duties of performance on Columbia Ultimate may be affected without the prior written consent of Columbia Ultimate. Columbia Ultimate will cooperate in any such action by making available to Client, at Client’s expense, books or records reasonably necessary for the defense of the claim or proceeding. If Client does not avail itself of the opportunity to defend or otherwise dispose of the claim or proceeding within 30 days after receipt of notice thereof (or such shorter time as may be specified in the notice if the circumstances so dictate), Columbia Ultimate will be free to investigate, defend, compromise, settle or otherwise dispose of the claim or proceeding, and incur costs in connection therewith, as Columbia Ultimate deems in its best interest. All such costs incurred by Columbia Ultimate as a result of Client’s failure to defend or otherwise dispose of the claim or proceeding must be reimbursed by Client.

15. INDEMNIFICATION OF CLIENT. Columbia Ultimate will defend, indemnify and hold harmless Client and its employees, agents, officers and directors from and against all damages, liabilities and expenses (including all legal costs such as attorneys’ fees, court costs and settlement expenses) arising out of, connected with or resulting from the breach of any representation, warranty, covenant or other agreement made by Columbia Ultimate in this agreement. If any such claim or proceeding arises, Client will provide written notice to Columbia Ultimate in a timely manner after it receives actual notice of the existence of the claim or proceeding. Failure of Client to provide timely written notice will relieve Columbia Ultimate of its duties under this section.

16. DISPUTE RESOLUTION. Except with respect to injunctive relief, neither party will institute a proceeding in any court or
administrative agency to resolve a dispute between the parties before that party has sought to resolve the dispute through direct negotiation with the other party. Thereafter, the parties will resolve any dispute arising out of or relating to this agreement in a binding arbitration conducted in the County of Butte.

17. MISCELLANEOUS.

17.1. NO ASSIGNMENT. Client’s right to use the UC Platforms is personal to, and non assignable by, Client. If one of the parties wishes to assign any rights or delegate any duties under this agreement such party must receive the prior approval of the other. Such approval will not be reasonably withheld.

17.2. FORCE MAJEURE. No party will be in default if failure to perform any obligation hereunder is caused solely by supervening conditions beyond such party’s control, including acts of God, civil commotion, strikes, labor disputes, interruption of transportation, unavoidable accidents, acts (or failure to act) of suppliers, or governmental demands or requirements.

17.3. BINDING EFFECT. This agreement inures to the benefit of and is binding upon the administrators, successors and permitted assigns of the parties hereto.

17.4. SEVERABILITY. If any provision of this agreement is held invalid, it won’t affect the balance of this agreement.

17.5. NOTICES. Except as otherwise provided herein, any notice or other communication given hereunder will be in writing and will be given by personal service, express courier (such as UPS), confirmed fax, or by certified or registered mail to the addresses shown on the Signature Page, unless and until a different address has been designated by written notice to the other party. Notice by certified or registered mail will be deemed given hours after it is sent.

17.6. CROSS DEFAULT. Breach of any other agreement between Columbia Ultimate and Client will be a breach of this agreement.

17.7. GOVERNING LAW; VENUE. This agreement will be governed by and construed in accordance with the laws of the State of California. If any suit or action is filed by any party to enforce this agreement or otherwise with respect to the subject matter of this agreement, venue will be exclusively in the federal or state courts in the County of Butte, California.

17.8. ATTORNEY FEES. If any arbitration, suit or action is filed by any party to enforce this agreement or otherwise with respect to the subject matter of this agreement, the prevailing party will be entitled to recover reasonable attorney fees incurred in preparation or in prosecution or defense of such suit or action as fixed by the arbitrator or trial court, and if any appeal is taken from the decision of the trial court, reasonable attorney fees as fixed by the appellate court.

18. ENTIRE AGREEMENT. This agreement contains the entire agreement of the parties with respect to its subject matter and supersedes all existing agreements and all other oral, written or other communications between them concerning its subject matter. Only an instrument in writing executed by all the parties may amend this agreement. Only a written instrument executed by the party waiving compliance may waive a provision of this agreement. No waiver of any provision of this agreement will constitute a waiver of any other provision, whether or not similar, nor will any waiver constitute a continuing waiver. Failure to enforce any provision of this agreement will not operate as a waiver of such provision or any other provision.
This Service Order and attached Pricing Schedule is incorporated as a supplement into the ULTIMATECONNECT AGREEMENT and those terms and conditions apply. If there are any conflicting terms the UltimateConnect Agreement will be the controlling document.

1. SERVICE DESCRIPTION.
   1.1. Columbia Ultimate, or Columbia Ultimate's print vendors, will receive Client's data and letter forms, merge the data with the forms, print and mail the letters. Each print vendor imposes a time cutoff for submissions. Subject to the vendor's time cutoff, letter transmissions will be processed, printed, and inserted within 24 hours for delivery to the US Postal Service. If Columbia Ultimate is unable to perform the 24 hours of receipt by Columbia Ultimate processing to mail based on service level agreement, Client will have the option of a delayed mailing or to perform the mailing within the Client's office. Client will give Columbia Ultimate not less than 24 hours notice of estimated daily letter volume increases of 25% or more of normal daily volume.

   1.2. NCOALink. National Change of Address search for addresses on all letters being processed.

   1.2.1. EXCLUDED STATES. In the spaces below, Client has listed all states that Client desires to exclude from mailing. If an updated mailing address is to one of the excluded states, the mail item will not be mailed and Client will be informed of the address change. If no states are indicated below as excluded states, the NCOALINK™ Service will mail to all states. Pursuant to the terms of this agreement, the excluded states list may be modified only in a written instrument executed by both Client and Columbia Ultimate. If more space is needed include an additional page.

   1.3. Tracking and Reporting. Columbia Ultimate will provide weekly usage reports for letter tracking and postage availability. Columbia Ultimate also provides communication logs of all files transmitted. Client is responsible for reconciling these against the various data vendor reports indicating files that were processed.

2. CU-CORRESPOND SOFTWARE LICENSE.
   In order to make use of the CU-Correspond service, Client's data must be formatted appropriately using the CU-Correspond Software. Columbia Ultimate hereby grants Client a personal, nonexclusive, nontransferable license to use the CU-Correspond Software. Columbia Ultimate will provide Client with a copy of the CU-Correspond Software. CU-Correspond also requires an UltimateConnect subscription for data transmission.

3. SYSTEM REQUIREMENTS. Client must provide the data to Columbia Ultimate by UltimateConnect. Data must be in Columbia Ultimate specified format.

4. FEES. Client will pay Columbia Ultimate the fees and charges set forth in the CU-Correspond – Pricing Schedule, attached and made a part of this contract by this reference. Please see the Postage and Payment section in the CU-Correspond Pricing Schedule attached.

5. LIMIT OF LIABILITY. LIABILITY ON THE PART OF COLUMBIA ULTIMATE FOR LOSS, DESTRUCTION, OR DAMAGE BY BREAKAGE, LEAKAGE, THEFT OR ACCIDENTAL CAUSES PRIOR TO MAILING SHALL BE EXCLUSIVELY LIMITED TO REPLACEMENT WITH EQUIVALENT SERVICES AND REPROCESSING, AT NO CHARGE TO CLIENT, EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT, COLUMBIA ULTIMATE SHALL HAVE NO LIABILITY FOR DAMAGES RESULTING OR CLAIMED TO HAVE RESULTED FROM ERRONEOUS OR INCOMPLETE COMPIlATION, PROCESSING OR TRANSMISSION OF INFORMATION OR DATA, INACCURATE SPECIFICATIONS PROVIDED OR APPROVED BY CLIENT OR ANY OTHER ERROR OF CLIENT.

Signature page for CU Corresond Service Order is on the next page.
This Service Order, attached Pricing Schedule, and Agreement is entered into on the date last signed below:

Butte County
Authorized Signature
By:             
Print Name:    Doug Teeter
Title:         Chair, Board of Supervising
Date: 8/5/15

COLUMBIA ULTIMATE, INC.
Authorized Signature
By: J. Adamson
Print Name: Jim Adamson
Title: CFO
Date: 8/10/2018
**CU•CORRESPOND – PRICING SCHEDULE**

**UC Subscription (Formerly CU Transit):** $150/month.
**Letter Formatting:** Included
**Periodic Minimum Fees:** $400 per month minimum.
**Contract Maximum:** $52,000

**UC Service and UC Information fees:**

**Postage and Payment**
Postage and CU•Correspond services must be pre-paid. Pricing will be immediately increased without notice to reflect any postal rate increases on the date those increases take effect. Columbia Ultimate’s receipt of payment is a condition precedent to its performance of the contract. If Client has no remaining pre-paid funds, Columbia Ultimate will charge an additional fee of four (4) cents a letter for those letters processed when no prepaid funds exist. If payment is not timely received, Columbia Ultimate may cease supplying CU•Correspond services until the balance and any penalties are paid, and make use of all remedies available under existing laws.

**CU•Correspond Services**
Text printed in Black Laser Image on Full 8 1/2 X 11 with 300 X 300 DPI.
Standard 2/3 Bottom Page Micro Perforation for easy tear and return stub.
All Mail Processing, including folding, inserting, sorting, etc.
All addresses are processed to confirm/append ZIP+4 and delivery point barcodes.

**Per Piece**

**Volume Discounts:**

<table>
<thead>
<tr>
<th>Letters/Month</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>0 - 49,999</td>
<td>$0.149*</td>
</tr>
<tr>
<td>50,000 - 99,999</td>
<td>$0.139*</td>
</tr>
<tr>
<td>100,000 - 199,999</td>
<td>$0.129*</td>
</tr>
<tr>
<td>200,000 or more</td>
<td>$0.120*</td>
</tr>
</tbody>
</table>

*Pricing excludes postage. Actual postage rates will vary based upon current USPS postage rate and are calculated on letter volume per transmission and geographical distribution.

*Prices subject to change based on volume.

**Optional Features:**

<table>
<thead>
<tr>
<th>Feature</th>
<th>Per Piece</th>
</tr>
</thead>
<tbody>
<tr>
<td>Courtesy Reply Envelope (CRE) #9 White Wove 24 lb. Single Window</td>
<td>$0.0195</td>
</tr>
<tr>
<td>Additional Page - 24 lb. White Woven 8 1/2 x 11 Cutsheet Laser Paper</td>
<td>$0.08</td>
</tr>
<tr>
<td>Duplex Printing</td>
<td>$0.045</td>
</tr>
<tr>
<td>NCOA Link</td>
<td>$0.10</td>
</tr>
<tr>
<td>Archive</td>
<td>varies</td>
</tr>
<tr>
<td>Code 39 or OCR Barcode</td>
<td>N/C</td>
</tr>
<tr>
<td>Current Specialty Letter Stock</td>
<td>N/C</td>
</tr>
<tr>
<td>Custom Envelope or Letter Stock</td>
<td>varies</td>
</tr>
</tbody>
</table>

Custom specialty stock printed to Client’s specification. Minimum volume: 6 months usage. Charged as used based on actual usage per transmission, billed on CU•Correspond weekly invoice. Client must pay for unused stock at termination of CU•Correspond services or discontinuation of using the particular stock. Columbia Ultimate will provide charges (per piece and volume). Shipping of unused stock at the expense of the Client.

**Optional Set-Up Features:**

<table>
<thead>
<tr>
<th>Feature</th>
<th>One Time Charge</th>
</tr>
</thead>
<tbody>
<tr>
<td>Digitized Scanning and Imaging of Agency Logo</td>
<td>$150.00</td>
</tr>
<tr>
<td>Digitized Scanning and Imaging of Agent's Signatures</td>
<td>$125.00</td>
</tr>
<tr>
<td>Free Letter Set-up for New Form Letters (changes apply for reformatting of existing letters</td>
<td>N/C</td>
</tr>
</tbody>
</table>
## CU-CORRESPOND – PRICING SCHEDULE

Changes to Specific Form or Letter Body Text $20.00  
Custom Programming (Per Hour) $125.00  

### Optional Features:

#### Digital Full Color Print

<table>
<thead>
<tr>
<th>Tier</th>
<th>Color (first page)</th>
<th>Duplex (additional)</th>
</tr>
</thead>
<tbody>
<tr>
<td>0 - 49,999 Letters/Month</td>
<td>$0.164</td>
<td>$0.072</td>
</tr>
<tr>
<td>50,000 - 99,999 Letters/Month</td>
<td>$0.154</td>
<td>$0.072</td>
</tr>
<tr>
<td>100,000 - 199,999 Letters/Month</td>
<td>$0.149</td>
<td>$0.072</td>
</tr>
<tr>
<td>200,000 or more Letters/Month</td>
<td>$0.144</td>
<td>$0.072</td>
</tr>
</tbody>
</table>

#### Pressure Seal

<table>
<thead>
<tr>
<th>Tier</th>
<th>Color</th>
</tr>
</thead>
<tbody>
<tr>
<td>0 - 49,999 Mailers/Month</td>
<td>$0.134</td>
</tr>
<tr>
<td>50,000 - 99,999 Mailers/Month</td>
<td>$0.124</td>
</tr>
<tr>
<td>100,000 - 199,999 Mailers/Month</td>
<td>$0.119</td>
</tr>
<tr>
<td>200,000 or more Mailers/Month</td>
<td>$0.114</td>
</tr>
</tbody>
</table>

#### Return Mail Management (RMM)

<table>
<thead>
<tr>
<th>Description</th>
<th>Estimated # of Letters Per P.O. Box</th>
<th>Price</th>
<th>Note</th>
</tr>
</thead>
<tbody>
<tr>
<td>Basic Service</td>
<td></td>
<td>$0.15</td>
<td>Price is per scanned piece</td>
</tr>
<tr>
<td>S&amp;H for returned letter/payments</td>
<td></td>
<td>$10.00</td>
<td>Price is per shipped package</td>
</tr>
<tr>
<td>x-small P.O. Box</td>
<td>10 - 15</td>
<td>$100.00</td>
<td>P.O. Box annual price</td>
</tr>
<tr>
<td>Small P.O. Box</td>
<td>20 - 30</td>
<td>$130.00</td>
<td>P.O. Box annual price</td>
</tr>
<tr>
<td>Medium P.O. Box</td>
<td>40 - 60</td>
<td>$185.00</td>
<td>P.O. Box annual price</td>
</tr>
<tr>
<td>Large P.O. Box</td>
<td>70 - 100</td>
<td>$350.00</td>
<td>P.O. Box annual price</td>
</tr>
<tr>
<td>X-large P.O. Box</td>
<td>140 - 200</td>
<td>$700.00</td>
<td>P.O. Box annual price</td>
</tr>
</tbody>
</table>

### Multiple Letters Per Envelope (Householding)

<table>
<thead>
<tr>
<th>Description</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Up to 6 pages per envelope, or 5 pages with a return envelope</td>
<td>Surcharge of $0.10</td>
</tr>
</tbody>
</table>
AMENDMENT TO CONTRACT
GREATER THAN $25,000.00

This Amendment to the Contract identified below, between the County of Butte, "Client" and the Contractor identified below, reflects the mutual agreement between the parties to amend this Contract in consideration for the mutual promises contained herein.

<table>
<thead>
<tr>
<th>Amendment Number</th>
<th>#1</th>
<th>Date of Amendment</th>
<th>6/14/2016</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contract Number</td>
<td>X21796</td>
<td>Date of Contract</td>
<td>7/1/15</td>
</tr>
<tr>
<td>Contractor</td>
<td>Columbia Ultimate, Inc.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Previous Contract Price</td>
<td>$52,000</td>
<td>Fixed Price</td>
<td>Not-to-Exceed Price</td>
</tr>
<tr>
<td>Net Change This Amendment</td>
<td>$40,000</td>
<td>Fixed Price</td>
<td>Not-to-Exceed Price</td>
</tr>
<tr>
<td>Revised Contract Price</td>
<td>$92,000</td>
<td>Fixed Price</td>
<td>Not-to-Exceed Price</td>
</tr>
<tr>
<td>Original Completion Date</td>
<td>6/30/16</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Revised Completion Date</td>
<td>6/30/17</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Description of Additional Changes: (If any provision of the Contract is being modified by this Amendment, include the amended form of the modified provision below.)

Extend ending term date to June 30, 2017 and increase contract maximum by $40,000 to cover services through June 30, 2017. For the term July 1, 2015 through June 30, 2017 the Not-To-Exceed contract maximum payable to Columbia Ultimate by Client for services rendered per agreement shall be $92,000.

Terms and Conditions, shall be amended as follows:
Paragraph 5.1 Term, shall be amended to read, "The term of this agreement is July 1, 2015 through June 30, 2017."

Paragraph 7 Contract Maximum, shall be amended to read, "During the initial term of July 1, 2015 through June 30, 2016, the Not-To-Exceed contract maximum payable to Columbia Ultimate by Client for service rendered per agreement shall be $52,000.00. Per this amendment, the contract Not-To-Exceed maximum is increased to $92,000.00 for the term ending date of June 30, 2017.

CU CORRESPOND-PRICING SCHEDULE shall be amended as follows:
Contract Maximum $92,000.00.

All other terms of this Contract shall remain in full force and effect and are hereby reaffirmed as originally stated or as previously amended by prior written amendment to this contract.

COUNTY

Bill Connelly, Chair
Board of Supervisors
Bill Connelly, Chair
Date

CONTRACTOR

Columbia Ultimate, Inc.
Date

Q. Heath
Contracts Division
Date

APPROVED AS TO FORM
Butte County Counsel

By:
Date
AMENDMENT TO CONTRACT
GREATER THAN $25,000.00

This Amendment to the Contract identified below, between the County of Butte and the Contractor identified below, reflects the mutual agreement between the parties to amend this Contract in consideration for the mutual promises contained herein.

<table>
<thead>
<tr>
<th>Amendment Number</th>
<th>#2</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contract Number</td>
<td>X21796</td>
</tr>
<tr>
<td>Contractor</td>
<td>Columbia Ultimate, Inc.</td>
</tr>
<tr>
<td>Previous Contract Price</td>
<td>$92,000</td>
</tr>
<tr>
<td>Net Charge This Amendment</td>
<td>$40,000</td>
</tr>
<tr>
<td>Revised Contract Price</td>
<td>$132,000</td>
</tr>
<tr>
<td>Date of Amendment</td>
<td>3/17/2017</td>
</tr>
<tr>
<td>Date of Contract</td>
<td>7/1/15</td>
</tr>
<tr>
<td></td>
<td>□ Fixed Price</td>
</tr>
<tr>
<td></td>
<td>□ Fixed Price</td>
</tr>
<tr>
<td>Original Completion Date</td>
<td>6/30/17 (per Amendment #1)</td>
</tr>
<tr>
<td>Revised Completion Date</td>
<td>6/30/18</td>
</tr>
</tbody>
</table>

Description of additional Changes: (If any provision of the Contract is being modified by this Amendment, include the amended form of the modified provision below.)

Extend ending term date to June 30, 2018 and increase contract maximum by $40,000 to cover services through June 30, 2018 and increase contract maximum by $40,000 to cover services through June 30, 2018. For the term July 1, 2015 through June 30, 2018 the Not-To-Exceed contract maximum payable to Columbia Ultimate by Client for services rendered per agreement shall be $132,000.

**Terms and Conditions**, shall be amended as follows:

**Paragraph 5.1 term**, shall be amended to read, “The term of this agreement is July 1, 2015 through June 30, 2018.

**Paragraph 7 Contract Maximum**, shall be amended to read, “During the initial term of July 1, 2015 through June 30, 2018, the Not-To-Exceed contract maximum payable to Columbia Ultimate by Client for services rendered per agreement shall be $132,000.00. Should increase in contract maximum be necessary during initial term Columbia Ultimate and Client shall amend contract maximum through written amendment signed by both parties.

**CU CORRESPOND-PRICING SCHEDULE** shall be amended as follows:

"Contract Maximum: $132,000.00"

All other terms of this Contract shall remain in full force and effect and are hereby reaffirmed as originally stated or as previously amended by prior written amendment to this contract.

**COUNTY**

<table>
<thead>
<tr>
<th>Bill Connelly, Chair</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Board of Supervisors</td>
<td>25 July 2017</td>
</tr>
</tbody>
</table>

**CONTRACTOR**

<table>
<thead>
<tr>
<th>John Adamson</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Columbia Ultimate, Inc.</td>
<td>4/19/2017</td>
</tr>
</tbody>
</table>

**Contracts Division**

<table>
<thead>
<tr>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>4/27/2017</td>
</tr>
</tbody>
</table>

**APPROVED AS TO FORM**

<table>
<thead>
<tr>
<th>Butte County Counsel</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>5/17</td>
</tr>
</tbody>
</table>
AMENDMENT TO CONTRACT
GREATER THAN $25,000.00

This Amendment to the Contract identified below, between the County of Butte and the Contractor identified below, reflects the mutual agreement between the parties to amend this Contract in consideration for the mutual promises contained herein.

<table>
<thead>
<tr>
<th>Amendment Number</th>
<th>Date of Amendment</th>
<th>06/12/2018</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contract Number</td>
<td>Date of Contract</td>
<td>07/01/2015</td>
</tr>
<tr>
<td></td>
<td>Contractor</td>
<td>Columbia Ultimate, Inc. (Assigning to Ontario Systems LLC)</td>
</tr>
<tr>
<td>Previous Contract Price</td>
<td>$132,000</td>
<td>□ Fixed Price</td>
</tr>
<tr>
<td>Net Change This Amendment</td>
<td>$40,000</td>
<td>□ Fixed Price</td>
</tr>
<tr>
<td>Revised Contract Price</td>
<td>$172,000</td>
<td>□ Fixed Price</td>
</tr>
<tr>
<td>Original Completion Date</td>
<td>06/30/18 (per Amendment #2)</td>
<td></td>
</tr>
<tr>
<td>Revised Completion Date</td>
<td>06/30/19</td>
<td></td>
</tr>
</tbody>
</table>

Description of Additional Changes: (If any provision of the Contract is being modified by this Amendment, include the amended form of the modified provision below.)
This contract is being amended due to a Change of Ownership.

Pursuant to the transfer of ownership of Columbia Ultimate, Inc. to Ontario Systems LLC, effective at close of business June 10, 2016.

County shall approve the request for assignment and grants assignment of Contractor’s rights and obligations stipulated in contract X21796, from Columbia Ultimate, Inc. to Ontario Systems LLC.

Upon full execution of this amendment and receipt of completed W-9, all references to “Contractor” or “Columbia Ultimate, Inc.” shall be replaced with Ontario Systems LLC.

Address in contract amended as follows:
Contractor: Ontario Systems LLC
Address: 1150 W. Kilgore Avenue, Muncie, IN 47305

By execution of this amendment, Contractor acknowledges assignment and shall accept all Scope of Work, Terms and Conditions, exhibits and all other part of contract X21796 and perform them in a professional manner at no added cost to County.

Extend ending term date to June 30, 2019 and increase contract maximum by $40,000 to cover services through June 30. For the term July 1, 2015 through June 30, 2019 the Not-To-Exceed contract maximum payable to Ontario Systems LLC by Client for services rendered per agreement shall be $172,000.

Terms and Conditions, shall be amended as follows:
Paragraph 5.1 term, shall be amended to read, “The term of this agreement is July 1, 2015 through June 30, 2019.”
Paragraph 7 Contract Maximum, shall be amended to read, “During the initial term of July 1, 2015 through June 30, 2019, the Not-To-Exceed contract maximum payable to Ontario Systems LLC by County for services rendered per agreement shall be $172,000.00. Should increase in contract maximum be necessary during initial term Ontario Systems LLC and County shall amend contract maximum through written amendment signed by both parties.

CU CORRESPOND-PRICING SCHEDULE shall be amended as follows:
“Contract Maximum: $172,000.00”

All other terms of this Contract shall remain in full force and effect and are hereby reaffirmed as originally stated or as previously amended by prior written amendment to this contract.

COUNTY

Steve Lambert, Chair  5/12/18  
Butte County Board of Supervisors

CONTRACTOR

Ontario Systems LLC  5/17/18  
Alex D. Ferraro, V.P. and General Counsel

Contracts Division  5/29/18  
APPROVED AS TO FORM  5/30/18  
Butte County Counsel