FIFTH AMENDMENT TO MASTER SERVICES CONTRACT
WITH
COLUMBIA ULTIMATE, INC.

This Fifth Amendment to the Master Services Contract with Columbia Ultimate, Inc. (Fifth Amendment) is made and entered into by and between the City of San Diego (City) and Columbia Ultimate, Inc. (Contractor), also referred to individually as "Party" and collectively as the "Parties."

RECITALS

WHEREAS, on November 15, 2011, the parties entered into the Master Services Contract (Contract), to provide licensing of its proprietary debt collection software known as "The Collector System" as well as affiliated products and related modules on an as-needed basis by the City; and

WHEREAS, the parties have amended the Contract from time-to-time; and

WHEREAS, the City is in the process of implementing new software that will replace the system provided by Columbia Ultimate, Inc., but must continue to utilize the debt collection services provided by Columbia Ultimate, Inc. during the transition to the new vendor; and

WHEREAS, the City's Purchasing Agent provided written sole source approval for this contract for an additional three years; and

WHEREAS, the Contract is set to expire on December 31, 2019, and the City, through this Amendment No. 5, is seeking to extend the term of the Contract for up to an additional (2) years with an annual expenditure amount of up to $240,000, which extends the Contract further beyond five years requiring City Council approval under San Diego City Charter section 99;

NOW, THEREFORE, the City and Columbia Ultimate, Inc. agree as follows:

1. Section 105.a.(1) of the Contract shall be deleted and replaced with the following language:

   "105. COMPENSATION AND METHOD OF PAYMENT

   a. Fees and Expenses
      Corporation shall pay Consultant as follows for Services provided:

      (1) Fees and Compensation: Corporation shall pay Consultant the fees and

compensation in the amount specified in the Price Schedule attached to the Fifth Amendment. Payment for Services provided after July 1, 2021 will be payable monthly at the rate indicated in Attachment A."

2. Section 106, TERM, of the Contract as revised in Amendment No. 4 shall be deleted and replaced with the following language:

"106. TERM

The term of this Contract with the City commenced on January 1, 2012 and shall remain in effect until December 31, 2020, unless terminated earlier pursuant to Section 314 of this Contract. The City shall have the right in its sole discretion to exercise one (1) additional one (1) year option to extend the Contract term until December 31, 2021. If the City chooses to exercise any options, the City shall do so in writing to Columbia Ultimate, Inc. 30 days before the expiration of the term currently in effect. This Contract shall not extend beyond December 31, 2021, until and unless City Council approval is obtained in accordance with City Charter section 99."

3. This Fifth Amendment will be effective when signed by both parties and approved by the City Attorney in accordance with Charter section 40.

4. All provisions of the Agreement not addressed in this Fifth Amendment remain in full force and effect.

IN WITNESS WHEREOF, this Fifth Amendment is executed by City and Contractor acting by and through their authorized officers.

Contractor

By: _____

Name: DAVID L. HAHN

Title: VP - Finance

Date: 10/17/19

City of San Diego

By: _____

Name: CHRISTIANA GAUGER

Title: DEPUTY DIRECTOR, PURCHASING & CONTRACTING

Date: 11/26/2019

Approved as to form this 3rd day of December, 2019.

MARA W. ELLIOTT, City Attorney

By: _____
Deputy City Attorney

Jennifer L Berry
Print Name

Attachment A
Fee Schedule

City desires to change its current license count and remove the below identified products as of July 1, 2020:

Qty	Project #	Description	Value Amount	Annual Support
1	Project #270485		$2,400.00	$31.20
1	Project #13387	Modify interface routine to receive payments on rental properties	$1,200.00	$15.60
1	Project #130880	Aging Requirement for Credit Reporting	$3,408.00	$408.96
1	Project #345550	Distribution Changes Automated Program	$2,400.00	$288.00
1	Project #357457	Review the Quick Post Programs	$0.00	$0.00
1	Project #363433	RTAX/BTAX interface inbound modi	$1,920.00	$0.00

City agrees to pay the following fees:

SILVER SUPPORT ANNUAL FEES

for July 1, 2020 through June 30, 2021

Qty	Description	Annual Support	Annual License
53	Revenue Plus Collector System (RPCS) Licenses	$20,267.43	$6,755.81
53	NT Software Support	$2,227.89	
58	CU·Emulate	$3,691.93	
1	CU·Transit	$1,909.62	
1	Client Acces Logon	$413.75	
1	Test Logon	$0.00	
1	Account Distribution/Payment Proration Module	$3,866.98	$774.46
1	Tax Intercept Module	$769.15	$153.83
1	CU·Archive	$488.01	
3	MV.Net License	$0.00	
1	CU·Schedule	$106.09	
1	Custom Programs (detail on Custom Programs wksht)	$7,512.60	
1	Annual Test/Back up Server Support	$1,591.35	
1	Annual jBase Windows Software Support 3 Licenses	$178.23	
	SUBTOTAL	**$43,023.04**	**$7,684.10**

TOTAL	$50,707.14

CUSTOM PROGRAMS

for July 1, 2020 through June 30, 2021

Qty	Project #	Description	Value Amount	Annual Support
1	Project #287194/303826/303287/303288	SAP Interfaces with General AR	$4,800.00	$576.00
1	Project #322732	Modify Current RTax Referral	$1,600.00	$192.00
1	Project #315331	SAP Interface with Water Module	$8,960.00	$1,075.20
1	Project #335448	Library Interface	$2,400.00	$288.00
1	Project #346315	Parking Interfaces		$1,056.00
1	Project #345369	Accurint Interface	$4,800.00	$576.00
1	Project #361723	CFDAILY2-WORK-DIST CFDAI	$0.00	$351.00
1	Project #378274	Add X5 Command to Support	$3,200.00	$384.00
1	Project #375835	Automate Download process in Day	$6,720.00	$806.40
3	Project #416223	Web Service for CUBS	$5,600.00	$672.00
1	Project #432308	Crywolf Interface	$9,600.00	$1,152.00
1	Project #446850	Btax	$3,200.00	$384.00
		TOTAL	**$50,880.00**	**$7,512.60**

SILVER SUPPORT MONTHLY FEES

for July 1, 2021 through December 31, 2021

Qty	Description	Monthly Support	Monthly License
53	Revenue Plus Collector System (RPCS) Licenses	$2,261.51	$753.84
53	NT Software Support	$248.60	
58	CU·Emulate	$411.96	
1	CU·Transit	$213.08	
1	Client Acces Logon	$46.17	
1	Test Logon	$0.00	
1	Account Distribution/Payment Proration Module	$431.49	$86.42
1	Tax Intercept Module	$85.82	$17.16
1	CU·Archive	$54.45	
3	MV.Net License	$0.00	
1	CU·Schedule	$11.84	
1	Custom Programs (detail on Custom Programs wksht)	$813.87	
1	Annual Test/Back up Server Support	$177.57	
1	Annual jBase Windows Software Support 3 Licenses	$19.89	
	SUBTOTAL	**$4,776.24**	**$857.42**

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TOTAL	$5,633.66

CUSTOM PROGRAMS

for July 1, 2021 through December 31, 2021

Qty	Project #	Description	Monthly Support
1	Project #287194/303826/303287/303288	SAP Interfaces with General AR	$62.40
1	Project #322732	Modify Current RTax Referral	$20.80
1	Project #315331	SAP Interface with Water Module	$116.48
1	Project #335448	Library Interface	$31.20
1	Project #346315	Parking Interfaces	$114.40
1	Project #345369	Accurint Interface	$62.40
1	Project #361723	CFDAILY2-WORK-DIST CFDAI	$38.03
1	Project #378274	Add X5 Command to Support	$41.60
1	Project #375835	Automate Download process in Day	$87.36
3	Project #416223	Web Service for CUBS	$72.80
1	Project #432308	Crywolf Interface	$124.80
1	Project #446850	Btax	$41.60
		TOTAL	**$813.87**