

AGREEMENT BETWEEN COUNTY OF MONTEREY AND AMERICAN TELESOURCE, INC.

This AGREEMENT is made and entered into by and between the County of Monterey Treasurer-Tax Collector, a political subdivision of the State of California, hereinafter referred to as "County", and AMERICAN TELESOURCE, INC., hereinafter referred to as "CONTRACTOR."

RECITALS

WHEREAS, County has invited proposals through the Request for Proposals (RFP #10284) for a premise-based interactive voice response (IVR) integrated phone system, in accordance with the specifications set forth in this AGREEMENT; and

WHEREAS, CONTRACTOR has submitted a responsive and responsible proposal to perform such services; and

WHEREAS, CONTRACTOR has the expertise and capabilities necessary to provide the services requested.

NOW THEREFORE, County and CONTRACTOR, for the consideration hereinafter named, agree as follows:

1.0 PERFORMANCE OF THE AGREEMENT

- 1.1 After consideration and evaluation of the CONTRACTOR'S proposal, the County hereby engages CONTRACTOR to provide the services set forth in RFP #10284 and in this AGREEMENT on the terms and conditions contained herein and in RFP #10284. The intent of this AGREEMENT is to summarize the contractual obligations of the parties. The component parts of this AGREEMENT include the following:

RFP #10284 dated February 17, 2011, including all attachments and exhibits
Addendum #1
CONTRACTOR'S Proposal dated March 9, 2011
AGREEMENT,
Certificate of Insurance
Additional Insured Endorsements

- 1.2 All of the above-referenced contract documents are intended to be complementary. Work required by one of the above-referenced contract documents and not by others shall be done as if required by all. In the event of a conflict between or among component parts of the contract, the contract documents shall be construed in the following order:

AGREEMENT, CONTRACTOR'S Proposal, RFP #10284 including all attachments and exhibits, Addendum #1, Certificate of Insurance, and Additional Insured Endorsements.

- 1.3 CONTRACTOR warrants that CONTRACTOR and CONTRACTOR's agents, employees, and subcontractors performing services under this AGREEMENT are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this AGREEMENT and are not employees of the County, or immediate family of an employee of the County.
- 1.4 CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this AGREEMENT that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.
 - 1.4.1 CONTRACTOR must maintain all licenses throughout the term of the AGREEMENT.
- 1.5 CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this AGREEMENT, except as otherwise specified in this AGREEMENT. CONTRACTOR shall not use County premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this AGREEMENT.

2.0 SCOPE OF SERVICE

- 2.1 CONTRACTOR shall provide a premise-based integrated IVR system, which includes but is not limited to the following capabilities:
 - 2.1.1 Conventional call routing functionality via touch tone.
 - 2.1.2 Ability to integrate with current departmental system, Megabyte, to retrieve and convey informational data to callers.
 - 2.1.3 Ability to effectively coordinate with Megabyte Systems, Inc. of Rocklin, California to replicate the currently developed FAX back process.
 - 2.1.4 Ability to connect to the current SQL database to retrieve Tax Bill information such as amount due, payments made, etc.
 - 2.1.5 Ability to route calls to live staff during business hours for customer assistance.
 - 2.1.6 Ability to record and relay messages to assist callers with general information.
 - 2.1.7 Ability to Fax and/or e-mail an image of a property tax bill.
 - 2.1.8 Ability to transfer caller to County voice mail box.
 - 2.1.9 Ability to accommodate multiple incoming phone calls.
 - 2.1.10 Capacity to accommodate multiple telephone lines.
 - 2.1.11 Capacity to easily transfer callers to the County's credit card service provider for payments.
 - 2.1.12 Ability to accommodate both English and Spanish.

2.2 CONTRACTOR RESPONSIBILITIES:

- 2.2.1 CONTRACTOR is responsible for delivery, installation, programming, financing, licensing, training and maintenance for all equipment and contracted services regardless of whether or not the CONTRACTOR is the original manufacturer.
- 2.2.2 CONTRACTOR will establish one person in their organization as the sole point of contact regarding contractual matters, including performance of service and the payment of any and all charges, fees and costs resulting from contractual obligations.

2.3 DELIVERY AND INSTALLATION:

- 2.3.1 The IVR hardware, software, license, supplies and any other related equipment for the Premise-based Solution shall be delivered FOB destination, with inside delivery, installation, programming and training to the Monterey County Treasurer-Tax Collector completed no later than the August 31, 2011. Staff training shall commence immediately after installation and conclude no later than August 24, 2011. Installation shall occur during normal business hours (8:00 am – 5:00 pm, M-F).
- 2.3.2 The Monterey County Treasurer-Tax Collector’s office is located at:
168 Alisal Street, 1st Floor
Salinas, CA 93901
- 2.3.3 CONTRACTOR shall identify in writing to the County when the equipment has been fully installed, programmed, and is deemed ready for use, at which time operational control shall become the responsibility of the County.

2.4 STANDARD OF ACCEPTANCE AND EVALUATION PERIOD

- 2.4.1 There shall be an evaluation period of thirty (30) consecutive days commencing at 8:00 am Pacific Time on the first day following receipt of notification that the system is installed and operational.
- 2.4.2 The equipment and all software shall be up and available for normal processing as specified at least 95% of the hours between 7:00 am and 7:00 pm on normal County work days for a period of thirty (30) calendar days. The formula to determine the average effectiveness level shall be determined by:
$$\text{EFFECTIVENESS} = \frac{\text{TOTAL HOURS-DOWN TIME}}{\text{TOTAL HOURS}}$$
- 2.4.3 If the equipment or software does not meet the performance test, then the County may extend the performance period for an additional period up to thirty (30) days. If after sixty (60) days the performance test has not been successful, the County may, at its option, request a replacement of any necessary item or terminate the order without incurring any liability or expense. It shall not necessary for one thirty (30) day evaluation period to expire in order for another evaluation period to begin.
- 2.4.4 When equipment and software meet the required test, the County shall notify the CONTRACTOR in writing.

2.5 TRAINING:

- 2.5.1 CONTRACTOR shall train County personnel on System Administration to maintain the system and all reporting features to include but is not limited to:
 - 2.5.1.1 System Maintenance
 - 2.5.1.2 System Setup (Lines, Recordings)
 - 2.5.1.3 Reporting tools

3.0 WARRANTY AND MAINTENANCE

- 3.1 Warranty/Maintenance service start date shall begin on August 15, 2011.
- 3.2 CONTRACTOR shall provide maintenance service for both hardware and software as detailed in CONTRACTOR's RFP #10284 Bid Proposal:
 - 3.2.1 Section 4 – Support Sheet
 - 3.2.2 Section 4– ATI Maintenance and Service Programs.

4.0 IMPLEMENTATION REQUIREMENTS

- 4.1 CONTRACTOR shall provide a current workflow timeline listing all significant steps required for implementation which shall include but is not limited to:
 - 4.1.1 All responsible parties and their identifying contact information.
 - 4.1.2 Timeline dates which shall coincide with dates established by County.
- 4.2 CONTRACTOR shall provide a detailed description of all site preparation that must occur prior to installation which shall include but is not limited to:
 - 4.2.1 All HVAC,
 - 4.2.2 Power supply,
 - 4.2.3 Wiring (including networking and Megabyte property system),
 - 4.2.4 Any other communication requirements.
- 4.3 CONTRACTOR shall identify County staff resources (if any) required to assist in implementation.

5.0 TERM OF AGREEMENT

- 5.1 The initial term shall commence with the signing of the AGREEMENT through and including August 31, 2015 with the option to extend the AGREEMENT two (2) additional one-year (1) year periods. County is not required to state a reason if it elects not to renew this AGREEMENT.
- 5.2 If County exercises its option to extend, all applicable parties shall mutually agree upon the extension, including any changes in rate and/or terms and conditions in writing.

5.3 County reserves the right to cancel the AGREEMENT, or any extension of the AGREEMENT, without cause, with a thirty (30) day written notice, or immediately with cause.

6.0 COMPENSATION AND PAYMENTS

6.1 It is mutually understood and agreed by both parties that CONTRACTOR shall be compensated under this AGREEMENT in accordance with the “EXHIBIT A - PRICING PAGE” attached hereto.

6.2 The maximum obligation of County for services under the term of this Agreement is \$58,500 with the details of the costs as defined in “EXHIBIT A - PRICING PAGE” and future maintenance costs as detailed in Table One:

Table One

Fiscal Year Liability for Maintenance	Amount
August 15, 2012 – August 14, 2013	\$4,373*
August 15, 2013 – August 14, 2014	\$4,373*
August 15, 2014 – August 14, 2015	\$4,373*

Items marked “*” are taxable items per quote 3918, Rev. 1 .pdf

6.3 Negotiations for rate changes shall be commenced, by CONTRACTOR, a minimum of ninety days (90) prior to the expiration of this AGREEMENT.

6.4 Any discount offered by the CONTRACTOR must allow for payment after receipt and acceptance of services, material or equipment and correct invoice, whichever is later. In no case will a discount be considered that requires payment in less than 30 days.

6.5 CONTRACTOR shall levy no additional fees or surcharges of any kind during the term of this AGREEMENT without first obtaining approval from County in writing.

6.6 Tax:

6.6.1 Pricing as per this AGREEMENT is inclusive of all applicable taxes.

6.6.2 County is registered with the Internal Revenue Service, San Francisco office, registration number 94730022K. The County is exempt from Federal Transportation Tax; an exemption certificate is not required where shipping documents show Monterey County as consignee.

7.0 INVOICES AND PURCHASE ORDERS

7.1 Invoices for all services rendered per this AGREEMENT shall be billed directly to the Treasurer-Tax Collector Department at the following address:

P. O. Box 891
Salinas, CA 93901-0891
Attn: Accounts Payable

- 7.2 CONTRACTOR shall reference the RFP/RFQ number on all invoices submitted to County. CONTRACTOR shall submit such invoices periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice. County shall certify the invoice, either in the requested amount or in such other amount as County approves in conformity with this AGREEMENT, and shall promptly submit such invoice to County Auditor-Controller for payment. County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.
- 7.3 All County of Monterey Purchase Orders issued for the AGREEMENT are valid only during the fiscal year in which they are issued (the fiscal year is defined as July 1 through June 30).
- 7.4 Unauthorized Surcharges or Fees: Invoices containing unauthorized surcharges or unauthorized fees of any kind shall be rejected by County. Surcharges and additional fees not included the AGREEMENT must be approved by County in writing via an Amendment.

8.0 INDEMNIFICATION

CONTRACTOR shall indemnify, defend, and hold harmless County, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this AGREEMENT, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with CONTRACTOR's performance of this AGREEMENT, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of County. "CONTRACTOR's performance" includes CONTRACTOR's action or inaction and the action or inaction of CONTRACTOR's officers, employees, agents and subcontractors.

9.0 INSURANCE REQUIREMENTS

9.1 Evidence of Coverage:

- 9.1.1 Prior to commencement of this AGREEMENT, CONTRACTOR shall provide a "Certificate of Insurance" certifying that coverage as required herein has been

obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition CONTRACTOR upon request shall provide a certified copy of the policy or policies.

9.1.2 This verification of coverage shall be sent to the County's Contracts/Purchasing Department, unless otherwise directed. CONTRACTOR shall not receive a "Notice to Proceed" with the work under this AGREEMENT until it has obtained all insurance required and such, insurance has been approved by County. This approval of insurance shall neither relieve nor decrease the liability of CONTRACTOR.

9.2 Qualifying Insurers: All coverage's, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- VII, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by County's Purchasing Officer.

9.3 Insurance Coverage Requirements:

9.3.1 Without limiting CONTRACTOR's duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of this AGREEMENT a policy or policies of insurance with the following minimum limits of liability:

9.3.1.1 Commercial general liability insurance, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broadform Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

9.3.2 Business automobile liability insurance, covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this AGREEMENT, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

9.3.3 Workers' Compensation Insurance, if CONTRACTOR employs others in the performance of this AGREEMENT, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than \$1,000,000 each person, \$1,000,000 each accident and \$1,000,000 each disease.

9.3.4 Professional liability insurance, if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional

services. If professional liability insurance is written on a “claims-made” basis rather than an occurrence basis, CONTRACTOR shall, upon the expiration or earlier termination of this AGREEMENT, obtain extended reporting coverage (“tail coverage”) with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this AGREEMENT.

9.4 Other Insurance Requirements:

- 9.4.1 All insurance required by this AGREEMENT shall be with a company acceptable to County and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. Unless otherwise specified by this AGREEMENT, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date CONTRACTOR completes its performance of services under this AGREEMENT.
- 9.4.2 Each liability policy shall provide that County shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for CONTRACTOR and additional insureds with respect to claims arising from each subcontractor, if any, performing work under this AGREEMENT, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.
- 9.4.3 Commercial general liability and automobile liability policies shall provide an endorsement naming the County of Monterey, its officers, agents, and employees as Additional Insureds with respect to liability arising out of the CONTRACTOR’S work, including ongoing and completed operations, and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the County and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by the CONTRACTOR’S insurance. The required endorsement form for Commercial General Liability Additional Insured is ISO Form CG 20 10 11-85 or CG 20 10 10 01 in tandem with CG 20 37 10 01 (2000). The required endorsement form for Automobile Additional Insured endorsement is ISO Form CA 20 48 02 99.
- 9.4.4 Prior to the execution of this AGREEMENT by County, CONTRACTOR shall file certificates of insurance with County’s contract administrator and County’s Contracts/Purchasing Division, showing that CONTRACTOR has in effect the insurance required by this AGREEMENT. CONTRACTOR shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or

change the indemnification clause in this AGREEMENT, which shall continue in full force and effect.

- 9.4.5 CONTRACTOR shall at all times during the term of this AGREEMENT maintain in force the insurance coverage required under this AGREEMENT and shall send, without demand by County, annual certificates to County's Contract Administrator and County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this AGREEMENT, which entitles County, at its sole discretion, to terminate this AGREEMENT immediately.

10.0 RECORDS AND CONFIDENTIALITY

- 10.1** Confidentiality: CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from the County or prepared in connection with the performance of this AGREEMENT, unless County specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to County any and all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by CONTRACTOR in the performance of this AGREEMENT except for the sole purpose of carrying out CONTRACTOR's obligations under this AGREEMENT.
- 10.2** County Records: When this AGREEMENT expires or terminates, CONTRACTOR shall return to County any County records which CONTRACTOR used or received from County to perform services under this AGREEMENT.
- 10.3** Maintenance of Records: CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and County rules and regulations related to services performed under this AGREEMENT.
- 10.4** Access to and Audit of Records: County shall have the right to examine, monitor and audit all records, documents, conditions, and activities of CONTRACTOR and its subcontractors related to services provided under this AGREEMENT. The parties to this AGREEMENT may be subject, at the request of County or as part of any audit of County, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this AGREEMENT for a period of three years after final payment under the AGREEMENT.

11.0 NON-DISCRIMINATION

- 11.1 During the performance of this contract, CONTRACTOR shall not unlawfully discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), sex, or sexual orientation. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment are free of such discrimination. CONTRACTOR shall comply with the provisions of the Fair Employment and Housing Act (Government Code, §12900, et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, §7285.0, et seq.).
- 11.2 The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, §12900, et seq., set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this AGREEMENT by reference and made a part hereof as if set forth in full.
- 11.3 CONTRACTOR shall include the non-discrimination and compliance provisions of the clause in all AGREEMENTs with subcontractors to perform work under the contract.

12.0 OVERRIDING CONTRACTOR PERFORMANCE REQUIREMENTS

- 12.1 Independent Contractor: CONTRACTOR shall be an independent contractor and shall not be an employee of Monterey County, nor immediate family of an employee of County. CONTRACTOR shall be responsible for all insurance (General Liability, Automobile, Workers' Compensation, unemployment, etc.) and all payroll-related taxes. CONTRACTOR shall not be entitled to any employee benefits. CONTRACTOR shall control the manner and means of accomplishing the result contracted for herein.
- 12.2 Minimum Work Performance Percentage: CONTRACTOR shall perform with his own organization contract work amounting to not less than 50 percent of the original total AGREEMENT amount, except that any designated 'Specialty Items' may be performed by subcontract and the amount of any such 'Specialty Items' so performed may be deducted from the original total AGREEMENT amount before computing the amount of work required to be performed by CONTRACTOR with his own organization or per a consortium.
- 12.3 Non-Assignment: CONTRACTOR shall not assign this contract or the work required herein without the prior written consent of County.
- 12.4 Any subcontractor shall comply with all of County of Monterey requirements, including insurance and indemnification requirements as detailed in AGREEMENT.

13.0 CONFLICT OF INTEREST

CONTRACTOR covenants that CONTRACTOR, its responsible officers, and its employees having major responsibilities for the performance of work under the AGREEMENT, presently have no interest and during the term of this AGREEMENT will not acquire any interests, direct or indirect, which might conflict in any manner or degree with the performance of CONTRACTOR'S services under this AGREEMENT.

14.0 COMPLIANCE WITH APPLICABLE LAWS

- 14.1 CONTRACTOR shall keep itself informed of and in compliance with all federal, state and local laws, ordinances, regulations, and orders, including but not limited to all state and federal tax laws, that may affect in any manner the Project or the performance of the Services or those engaged to perform Services under this AGREEMENT. CONTRACTOR shall procure all permits and licenses, pay all charges and fees, and give all notices required by law in the performance of the Services.
- 14.2 CONTRACTOR shall report immediately to County's Contracts/Purchasing Officer, in writing, any discrepancy or inconsistency it discovers in the laws, ordinances, regulations, orders, and/or guidelines in relation to the Project of the performance of the Services.
- 14.3 All documentation prepared by CONTRACTOR shall provide for a completed project that conforms to all applicable codes, rules, regulations and guidelines that are in force at the time such documentation is prepared.

15.0 TRAVEL REIMBURSEMENT

Travel reimbursements shall not exceed the IRS allowance rates as per County of Monterey Travel Policy. A copy of County's Travel Policy is available on the Auditor-Controller's web site at: <http://www.co.monterey.ca.us/auditor/policy.htm>.

16.0 GUARANTEE OF MALWARE-FREE GOODS

All software/hardware purchased must be free of malicious code such as viruses, Trojan horse programs, worms, spyware, etc. Validation of this must be written into the contract. Malicious code or malware (short for malicious software) is defined as software (or firmware) designed to damage or do other unwanted actions on a computer system. Common examples of malware include viruses, worms, Trojan horses and spyware. Viruses, for example, can cause havoc on a computer's hard drive by deleting files or directory information. Spyware can gather data from a user's system without the user

knowing it. This can include anything from the web pages a user visits to personal information, such as credit card numbers.

17.0 INTELLECTUAL PROPERTY RIGHTS

- 17.1 All data provided by County belongs to County. All records compiled by CONTRACTOR in completing the work described in this AGREEMENT, including but not limited to written reports, studies, drawings, blueprints, negatives of photographs, graphs, charts, plans, source codes, specifications and all other similar recorded data, shall become and remain the property of County. Use or distribution of County data by CONTRACTOR is prohibited unless CONTRACTOR obtains prior written consent from County.
- 17.2 For systems hosted or stored on equipment not owned by County, CONTRACTOR shall furnish all data to County upon request by County at any time during the term of this AGREEMENT in a useable format as specified by County and at no additional cost to County.
- 17.3 Notwithstanding anything to the contrary contained in this AGREEMENT, it is understood and agreed that CONTRACTOR shall retain all of its rights in its proprietary information including, without limitation, methodologies and methods of analysis, ideas, concepts, expressions, know how, methods, techniques, skills, knowledge and experience possessed by CONTRACTOR prior to this AGREEMENT.

18.0 NOTICES

Notices required to be given to the respective parties under this AGREEMENT shall be deemed given by any of the following means: (1) when personally delivered to County's contract administrator or to CONTRACTOR'S responsible officer; (2) when personally delivered to the party's principle place of business during normal business hours, by leaving notice with any person apparently in charge of the office and advising such person of the import and contents of the notice; (3) 24 hours after the notice is transmitted by FAX machine to the other party, at the party's FAX number specified pursuant to this AGREEMENT, provided that the party giving notice by FAX must promptly confirm receipt of the FAX by telephone to the receiving party's office; or, (4) three (3) days after the notice is deposited in the U. S. mail with first class or better postage fully prepaid, addressed to the party as indicated below.

Notices mailed or faxed to the parties shall be addressed as follows:

TO COUNTY:

Contracts/Purchasing Officer
County of Monterey, Contracts/Purchasing
168 W. Alisal Street, 3rd Floor.
Salinas, CA 93901-2439
Tel. No.: (831) 755-4990
derrm@co.monterey.ca.us

TO CONTRACTOR:

Steve Karthan, CFO
American Telesource Inc
1350 Ocean Ave.
Emeryville, CA 94608
Tel. No.510-923-9211
skarthan@ati-cti.com

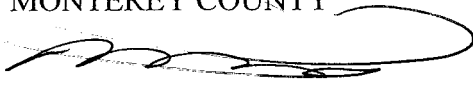
19.0 LEGAL DISPUTES

- 19.1** CONTRACTOR agrees that this AGREEMENT and any dispute arising from the relationship between the parties to this AGREEMENT, shall be governed and interpreted by the laws of the State of California, excluding any laws that direct the application of another jurisdiction's laws.
- 19.2** Any dispute that arises under or relates to this AGREEMENT (whether contract, tort, or both) shall be resolved in the Superior Court of California in Monterey County, California.
- 19.3** CONTRACTOR shall continue to perform under this AGREEMENT during any dispute.
- 19.4** The parties agree to waive their separate rights to a trial by jury. This waiver means that the trial will be before a judge.

INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the County and CONTRACTOR execute this AGREEMENT as follows:

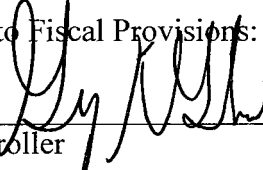
MONTEREY COUNTY



Contracts/Purchasing Officer

Dated: 5-24-11

Approved as to Fiscal Provisions:



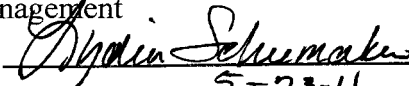
Auditor/Controller

Dated: 5-23-11


RISK MANAGEMENT
Approved as to Indemnity Provisions:

APPROVED AS TO INDEMNITY/
INSURANCE LANGUAGE

Risk Management

By: 
Date: 5-23-11

Approved as to Form:



Deputy County Counsel
Assistant

Dated: 5/17/2011

CONTRACTOR


By: 

Signature of Chair, President, or
Vice-President

Steve Viets, CEO/President

Printed Name and Title

Dated: 5/19/11

By: 

(Signature of Secretary, Asst. Secretary, CFO,
Treasurer or Asst. Treasurer)*

Steve Karthman, CFO

Printed Name and Title

Dated: MAY 19, 2011

INTENTIONALLY LEFT BLANK

EXHIBIT A – PRICING PAGE

ATI: Premise-based Solution

ITEM/SERVICE PER UNIT	PRICE PER UNIT (NO TAX)
Hardware*	\$6,725.00
Software*	\$6,261.00
Licenses	Included with software
Shipping	\$315.00
Training	Included with Installation
Installation (includes Tax Pay Base Phone Interface)	\$35,040.00
Programming (professional recordings)	\$4,210.00
Supplies	N/A
Financing Costs	N/A
Conversion	
Maintenance Yr 1* (per quote #3918)	\$4,373.00
Maintenance Yr 2 *	\$4,373.00
Maintenance Yr 3 *	\$4,373.00
Maintenance Yr 4 *	\$4,373.00

Tax (8.75%)	\$1,518.91
Total Cost (Includes 1st year maintenance only)	\$58,442.91

Items marked “*” are taxable items per ATI Quote #3918, Rev. 1 .pdf

EXHIBIT A – PRICING PAGE (cont'd)



ATI
 Phone: 800-333-8394 Fax: 510-428-2460
 1350 Ocean Avenue
 Emeryville, CA 94608

QuoteNo.: **3918**

Date: 3/3/2011

TAX COLLECTOR IVR

Prepared for:

Prepared by: Mark Seeba

Account No.: 5135

Monterey County Treasurer Tax Collector
 168 W. Alisal Street, 3rd Floor
 Salinas, CA 93901 U.S.A.

Qty.	Item ID	Description	UOM	Sell	Total
*****HARDWARE & SOFTWARE*****					
1	APPDEV-INT-SYSTEM-V1.1	ATI INTERACTIVE IVR/IWR SYSTEM	EA	\$6,096.00	\$6,096.00
Each assembly includes					
<u>Qty.</u>	<u>Item ID</u>	<u>Description</u>	<u>UOM</u>		<u>Total</u>
1	APPDEV-INT-V1.1	ATI INTERACTIVE BASE SYSTEM VERSION 1.1 ATI Interactive Platform Version 1.1 Includes ATI IVR Web Admin Tool	EA	\$0.00	\$0.00
8	APPDEV-INT-VP-LVL0116	ATI INTERACTIVE 1 VOICE PORT LEVEL 01-16	EA	\$600.00	\$4,800.00
8	ITL-DMIPS10I30W - IP CALL CONTROL	HMP BASIC VOIP - PROVIDES CALL CONTROL STACKS FOR H.323 AND H.450.2 SUPP SVCS AND SIP PROTOCOLS - REQS RTP G.711 RESOURCE	EA	\$35.00	\$280.00
8	ITL-DMIPS10V30W - VOICE	HMP BASIC VOIP	EA	\$18.00	\$144.00
8	ITL-DMIPS10R30W - RTP G.711	HMP BASIC VOIP STREAMING VOICE OVER RTP G.711	EA	\$24.00	\$192.00
1	AppDevTTSCurrency4	App Dev TTS Cepstral Concurrency 4	EA	\$330.00	\$330.00
1	AppDevTTSEnglish	App Dev Cepstral English TTS Voice	EA	\$50.00	\$50.00
1	APPDEV-INT-PROMPT-SPA	ATI INTERACTIVE BASE PROMPT SET SPANISH	EA	\$300.00	\$300.00
1	ITL-DMIPS10F30W - T.38 FAX TERMINATION	HMP V.17 AND T.38 FAX TERMINATION (OVER UDP)	EA	\$165.00	\$165.00
1	DELL-PE-R610-2PS-201010	DELL 1U RM SERVER REDUNDANT POWER SUPPLY	EA	\$4,500.00	\$4,500.00



Attachment A

ATI

Phone: 800-333-8394 Fax: 510-428-2460
 1350 Ocean Avenue
 Emeryville, CA 94608

Quote

No.: **3918**

Date: 3/3/2011

TAX COLLECTOR IVR

Prepared for:

Prepared by: Mark Seeba
 Account No.: 5135

Monterey County Treasurer Tax Collector
 168 W. Alisal Street, 3rd Floor
 Salinas, CA 93901 U.S.A.

Qty.	Item ID	Description	UOM	Sell	Total
		<i>PowerEdge R610 Chassis for Up to Six 2.5-Inch Hard Drives, Windows Server® 2008 R2, Standard Edition, Includes 5 CALS</i>			
		<i>SYSTEM OPTIONS PowerEdge R610 Chassis for Up to Six 2.5-Inch Hard Drives Primary Processor Intel® Xeon® E5620 2.4Ghz, 12M Cache, Turbo, HT, 1066MHz Max Mem Single Processor Only Memory 4GB Memory (4x1GB), 1333MHz Single Ranked UDIMMs for 1 Processor, Advanced ECC Operating System Windows Server® 2008 R2, Standard Edition, Includes 5 CALS OS Media kits Windows Server®2003 R2, Standard Edition, x86/x64, Downgrade Media OS Partitions 80GB Microsoft OS Partition Override Sliding Ready Rails Without Cable Management Arm Hard Drive Configuration RAID 1 for H700, PERC 6/i, H200 or SAS 6/iR Controllers Primary Controller SAS 6/iR Integrated Additional Controller None Hard Drives 250GB 7.2K RPM SATA 2.5" Hot Plug Hard Drive - 2 RAID 1 Power Supply High Output Power Supply, Redundant, 502W Power Cords NEMA 5-15P to C13 Wall Plug, 125 Volt, 15 AMP, 10 Feet (3m), Power Cord</i>			
		<i>OTHER OPTIONS BIOS Setting - Performance BIOS Setting Internal Optical Drive DVD ROM, SATA, Internal Embedded Broadcom, GB Ethernet NICS with TOE</i>			
		<i>SERVICE OPTIONS Hardware Support Services 3Yr Basic Hardware Warranty Repair: 5x10 HW-Only, 5x10 NBD Onsite</i>			
1	ADDC-MIK-CH	ADDITIONAL LABOR CHARGES MAY BE INCURRED FOR SERVER HARDWARE NOT PROVIDED BY ATI. Mediant 1000 Chassis for voice modules including single AC power supply, fan tray, and embedded CPU. G.711/723.1/726/727/729AB Vocoders.	EA	\$1,557.00	\$1,557.00
1	AUDC-DVS-MIK_S13	1 YEAR VENDOR SUPPORT FOR MIK-CH	EA	\$195.00	\$195.00
1	AUDC-AHR-MIK_S13	1 YEAR ADVANCED HARDWARE REPLACEMENT FOR MIK-MSBG1	EA	\$78.00	\$78.00
2	AUDC-MIK-VM-4FXO-LS/ GS	Mediant 1000 Spare part - Analog Voice Module - Quad FXO 4 port FXO voice module for Mediant 1000 analog/digital/mix chassis. Loop/ground start.	EA	\$334.00	\$668.00
2	AUDC-DVS-MIK_S20	1 YEAR VENDOR SUPPORT FOR MIK-VM-4FXO	EA	\$35.00	\$70.00
2	AUDC-AHR-MIK_S20	1 YEAR ADVANCED HARDWARE REPLACEMENT 8 VOICE PORTS ON AN ANALOG INTERFACE ENGLISH AND SPANISH PROMPTING INCLUDED	EA	\$15.00	\$30.00



ATI

Phone: 800-333-8394 Fax: 510-428-2460
1350 Ocean Avenue
Emeryville, CA 94608

Quote

No.: 3918
Date: 3/3/2011

TAX COLLECTOR IVR

Prepared for:

Prepared by: Mark Seeba
Account No.: 5135

Monterey County Treasurer Tax Collector
168 W. Alisal Street, 3rd Floor
Salinas, CA 93901 U.S.A.

Table with columns: Qty., Item ID, Description, UOM, Sell, Total. Includes line items for AppDevProduct, AppDevHourly, AppDevProVoiceMaleEng, AppDevProVoiceMaleSpa, AppDevSupport, Travel Expenses, and Shipping. Summary row shows Total: \$58,442.91.

Prices are firm until 6/1/2011 Terms: Net 30

Quoted by: Mark Seeba, mseeba@ati-cti.com

Date: 3/3/2011

Accepted by: _____

Date: _____

