

## **AMENDMENT #2 TO AGREEMENT BY AND BETWEEN COUNTY OF MONTEREY & THE DATA CENTER**

**THIS AMENDMENT** is made to the PROFESSIONAL SERVICES AGREEMENT for the provision of tax bill printing & distribution by and between **THE DATA CENTER**, hereinafter "CONTRACTOR", and the County of Monterey, a political subdivision of the State of California, hereinafter referred to as "County".

**WHEREAS**, on June 28, 2016, the Board of Supervisors passed and adopted the Agreement (Agreement No. A-13216) between The Data Center and the County for the Treasurer-Tax Collector's Tax Bill Printing and Distribution Services with a total amount not to exceed \$100,000 per fiscal year and a term from July 1, 2016 through June 30, 2019, with the option to extend the Agreement for three (3) one year periods, and authorizing the Contracts/Purchasing Officer or Supervisor to sign future Amendments to the Agreement, which do not significantly alter the scope of work and do not exceed \$100,000 per fiscal year; and

**WHEREAS**, this Amendment is necessary for the continuation of tax bill printing and distribution services for the Treasurer-Tax Collector department; and

**WHEREAS**, the County and THE DATA CENTER, LLC wish to amend the AGREEMENT to reflect the County's exercise of the option to extend the Agreement for one (1) additional year, for an additional total amount of the AGREEMENT not to exceed \$100,000 for that additional period.

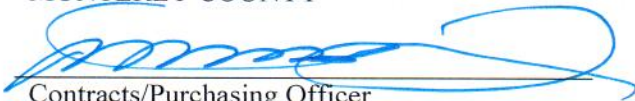
**WHEREAS**, the AGREEMENT is hereby amended to extend its term to include the period of July 1, 2020 through June 30, 2021, unless sooner terminated pursuant to the terms of the AGREEMENT or extended in writing. The total amount payable by COUNTY to CONTRACTOR for all services performed by CONTRACTOR for and during the period of July 1, 2019 through June 30, 2020, shall not exceed the sum of \$100,000 in accordance with the schedule of costs set forth in the enclosed Attachment A-2.

**NOW THEREFORE**, the County and CONTRACTOR hereby agree to amend the AGREEMENT in the following manner:

1. **Paragraph 3, "TERM OF AGREEMENT", shall be amended by removing** "The term of this Agreement is from July 1, 2016 to June 30, 2020, unless sooner terminated pursuant to the terms of this Agreement", **and replacing it with** "The term of this Agreement is from July 1, 2016 to June 30, 2021 , unless sooner terminated pursuant to the terms of this Agreement".
2. Except as provided herein, all remaining terms, conditions and provisions of the AGREEMENT are unchanged and unaffected by this AMENDMENT and shall continue in full force and effect as set forth in the AGREEMENT.
3. A copy of this AMENDMENT shall be attached to the original AGREEMENT dated July 12, 2016.

IN WITNESS WHEREOF, the parties have executed this AMENDMENT on the day and year written below.

MONTEREY COUNTY

  
Contracts/Purchasing Officer

Dated: 05-04-2020

Approved as to Fiscal Provisions:

  
Deputy Auditor/Controller


Dated: 3/18/2020

Approved as to Liability Provisions:

Risk Management

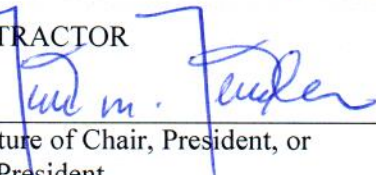
Dated:

Approved as to Form:

  
Deputy County Counsel


Dated: 3-17-2020

CONTRACTOR

By:   
Signature of Chair, President, or  
Vice-President

KIM M. KENDALL President  
Printed Name and Title

Dated: 03/08/2020

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

Deborah D. Ohlweiler, Asst Sec.  
Printed Name and Title

Dated: 3-9-2020

\*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.

**UNIT COSTS**

**THE DATA CENTER, LLC**

**Unsecured Tax Bills – Bills with one detachable stub 8 ½ x 14**

**Approximately 20,000**

Free design, data set-up implementation

Print 1 page 8 ½ x 14 statements double sided - printed with color and black ink

Print 1 page on White

1 Perforated payment stub

1 – Outgoing #10.5 windowed envelope

1 – Business Reply #9 Envelope

Processing data, OCR formatting, C.A.S.S. certify, first class presort, folding on perforations, inserting, metering, sorting, traying and delivering to the Post Office

**.184 per piece + postage**

**Regular Tax Bills – Bills with two detachable stubs 8 ½ x 14**

**Approximately 100,000**

Free design, data setup and implementation

Print 1 page 8 ½ x 14 statements double - printed with color and black ink

Printed on White

2 Perforated payment stubs

1 – Outgoing #10.5 windowed envelope

2 – Business Reply #9 envelopes

Processing data, OCR formatting, C.A.S.S. certify, first class presort, folding on perforations, inserting, metering, sorting, traying and delivering to the Post Office

**.184 per piece + postage**

**Cortac Bills – Bills with no detachable stubs 8 ½ x 14****Approximately 35,000**

Free design, data setup-and implementation

Print 1 page 8 ½ x 14 statements double sided - printed with color and black ink

Printed on White

2 Perforated payment stubs

1 – Outgoing #10.5 windowed envelope

Processing data, OCR formatting, C.A.S.S. certify, first class presort, folding, inserting, metering sorting, traying and delivering to the Post Office

**.164 per piece + postage**

**Mailings too Bulky for #10.5 Envelope**

The Data Center will provide 9 x 12 Flat Envelopes for larger bills. The additional charges are listed here:

9 x 12 envelope printed - .14 added to original cost

Hand inserting - .08 add to original cost

Postage – Presorted Flat Rate

**Multiple Page Items**

For those items that we “household” the charges are as stated above for the first page and no charge for each additional page.

**Postage**

The Data Center uses several software packages including PAVE and CASS certified software that assists our operators in sorting our mail pieces down to ‘carrier route’ before they are printed. The Data Center achieves the lowest possible postal discount by processing the data provided using this software. All unit prices above to not included postage. Postage is paid by client.

Pricing above do not include postage. Postage can range from .389 to .46 for a one ounce piece. We estimate postage to be .41 each. Actual postage costs may vary based on density of mail. The Data Center does not margin postage costs. Postage to be paid upfront by customer.

**Financial Considerations**

Reduction in supply costs due to national contracts by The Data Center.

On-site technical expertise and the ability to work with any file type.

Redundancy provides safety for the project and disaster recovery.

Eliminates waste and costs associated with incorrect addresses and returned mail.

Eliminates cost of storage and warehousing of pre-printed envelopes and forms.

Reduces costs in postage rate due to automation.

AGREEMENT       AMENDMENT       BOARD REPORT FOR PRE-APPROVAL

Vendor Name: Data Center

Title/Brief Description of Document: AMENDMENT #2

Originating Dept.: Treasurer Tax Collector      Dept. Contact WITH Phone #: M English x5859

This Agreement or Amendment requires Board Approval: Yes  No

This Agreement requires an MYA: Yes  No

**AGREEMENT TYPE**

<input type="checkbox"/>	RQNSA – Standard Agreement	<input type="checkbox"/>	RQNNS – Non-Standard Agreement
<input checked="" type="checkbox"/>	RQNIT – ITD Standard Agreement	<input type="checkbox"/>	RQNIN – ITD Non-Standard Agreement
<input type="checkbox"/>	RQNPB – Pre-Board Standard Agreement	<input type="checkbox"/>	Non-Standard Board Agreement (Not to be tracked within RQN)
<input type="checkbox"/>	Insurance & Endorsement Current	<input type="checkbox"/>	VDR & Non-Resident State Forms Verified

**ROUTING AND APPROVALS\***

Each Approving Authority is requested to forward the Service Contract to the next Approving Authority in the order listed herein. Thank you.

	Approving Authority:	Approval Initials	Comments:	Date Reviewed
1st	ITD(for all ITD related contracts)			
2nd	County Counsel (required)	AA	x2 originals A20-00717	3-17-2020
3rd	Risk Management (non-standard insurance and/or indemnity provisions)			
4th	Auditor-Controller (required)	Bm		3/18/2020
5th	Contracts/Purchasing (required)			03-04-2020
	Return to Originating Department Instructions		Melissa English x5859 TTC office	

\* In the event that one of the approving authorities has an issue with the document and will not sign, the document shall be returned immediately to the originating department's key contact person identified herein along with a brief written explanation regarding the issue. Once that issue is corrected, the originating department shall restart the routing process again from the beginning by resubmitting the document through the approval process. The original Routing Form should be included for reference.

MYA #: \*