

**AMENDMENT No. 1 TO AGREEMENT BY AND BETWEEN
COUNTY OF MONTEREY & THE DATA CENTER, LLC**

THIS AMENDMENT No. 1 is made to the AGREEMENT for the provision of tax bill printing and distribution by and between **THE DATA CENTER, LLC**, 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.

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

1. The AGREEMENT is hereby amended to extend its term to include the period of July 1, 2019 through June 30, 2020, unless sooner terminated pursuant to the terms of the AGREEMENT or extended in writing.
2. 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-1.
3. If there are any conflicts or inconsistencies between the provisions of AGREEMENT as previously amended and this AMENDMENT, the provisions of this AMENDMENT shall

4. govern. 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.
5. A copy of the AMENDMENT shall be attached to the original AGREEMENT executed by the County on July 12, 2016.

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

MONTEREY COUNTY

Debra Wilk
Contracts/Purchasing Officer

Dated: 5/8/19

Approved as to Fiscal Provisions:
[Signature]
Deputy Auditor/Controller

Dated: 5-6-19

Approved as to Liability Provisions:

Risk Management

Dated:

Approved as to Form:
[Signature]
Deputy County Counsel

Dated: 5-6-19

CONTRACTOR

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

KIM M. KENDALL *president*
Printed Name and Title

Dated: 04-22-19

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

Deborah D. Chwiler *Asst. Sec*
Printed Name and Title

Dated: 4/22/19

*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.

ATTACHMENT A-1 – UNIT COSTS

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 (with 1 accent color, if desired, in blue, red or green) and black ink

Print 1 page on White or Pastel Colored Paper

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 Salinas 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 sided (with 1 accent color, if desired, in blue, red or green) and black ink

Printed on White or Pastel Colored Paper

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 Salinas 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 (with 1 accent color, if desired, in blue red or green) an black ink

Printed on White or Pastel Colored Paper

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 Salinas 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 .383 to .459 for a one ounce piece. We estimate postage to be .383 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.

ROUTING FORM – RQN #: 4975

Date: 5/1/2019

AGREEMENT AMENDMENT BOARD REPORT FOR PRE-APPROVAL

Vendor Name: The Data Center, LLC

Title/Brief Description of Document: Tax Bill Printing and Distribution Services

Originating Dept.: Treasurer-Tax Collector Dept. Contact WITH Phone #: Jackie Goetz, x5833

This Agreement or Amendment requires Board Approval: Yes No

This Agreement requires an MYA: Yes No

AGREEMENT TYPE

<input checked="" type="checkbox"/>	RQNSA – Standard Agreement	<input type="checkbox"/>	RQNNS – Non-Standard Agreement
<input 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)	<i>[Signature]</i>	A19-01300 x2	5-6-19
3rd	Risk Management (non-standard insurance and/or indemnity provisions)			
4th	Auditor-Controller (required)	<i>[Signature]</i>		5-6-19
5th	Contracts/Purchasing (required)	<i>[Signature]</i>		5/8/19
	Return to Originating Department Instructions		Jackie Goetz, x5833	

*OK GE
5-7-19*

* 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 #: * _____