

**Renewal of and Amendment No. 1 to  
County of Monterey Standard Agreement for Services with  
American Telesource, INC. (ATI) for Professional Services**

This Renewal and Amendment No. 1 to the County of Monterey Standard Agreement for Services (hereinafter, "RENEWAL") is made and entered into, by and between the County of Monterey, a political subdivision of the State of California (hereinafter, "COUNTY"), and American Telesource, INC. (ATI) (hereinafter, "CONTRACTOR").

Whereas the parties had previously entered into an Agreement for services (hereinafter, "AGREEMENT"), on May 19, 2011;

Whereas, the original AGREEMENT had a 4 year term and a total AGREEMENT amount that was not to exceed \$58,500.00; and

Whereas, that AGREEMENT expired on 08/31/2015; and

Whereas, the parties desire to renew and amend the AGREEMENT as follows:

1. The AGREEMENT is renewed and amended retroactively to 08/31/2015 and all of its provisions shall be deemed to have been in effect continuously since that time.
2. The term of the AGREEMENT shall be amended to the following 05/19/2011 through 8/31/2016.
3. "COMPENSATION AND PAYMENTS" shall be amended by removing "The maximum obligation of the 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:" and replacing it with "The maximum obligation of County for services under the term of this Agreement is \$63,500 with the details of the costs as defined in "EXHIBIT A – PRICING PAGE" and future maintenance costs as detailed in Table One, as supplemented and set forth for the period of August 31, 2015 through August 31, 2016 with the Pricing Page, 'New Revised Pricing Quote 8106 FY\_15-16,' attached to the Renewal/Amendment No. 1."
4. If there is any conflict or inconsistency between the provisions of the AGREEMENT, or this AMENDMENT, the provisions of this AMENDMENT shall govern. A copy of this AMENDMENT shall be attached to the original AGREEMENT, as it may have been previously amended. Except as provided herein, all remaining terms, conditions, provisions, entitlements and obligations of the original AGREEMENT shall remain unchanged and unaffected by this AMENDMENT and shall continue in full force and effect.

IN WITNESS WHEREOF, the parties hereby execute this Renewal and Amendment No. 1 as follows:

**COUNTY OF MONTEREY**

**CONTRACTOR\***

By: \_\_\_\_\_  
Contracts/Purchasing Officer

American Telesource, Inc.  
Contractor's Business Name

Date: \_\_\_\_\_

By: [Signature]  
(Signature of Chair, President or Vice President)

Its: Victor Aranda / President  
(Name and Title)

Date: 3/1/16

**Approved as to Form**

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

By: [Signature]  
Deputy County Counsel

Its: Victor Aranda / Secretary  
(Name and Title)

Date: 7-5-16

Date: 3/1/16

**Approved as to Fiscal Provisions**

By: [Signature]  
Auditor/Controller

Date: 4-5-16

**Approved as to Indemnity, Insurance Provisions**

By: \_\_\_\_\_  
Risk Management

Date: \_\_\_\_\_

**\*\*INSTRUCTIONS:** If CONTRACTOR is a corporation, including a non-profit corporation, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a Limited Liability Company (LLC), the name of the LLC shall be set forth above together with the signature of a member who has authority to execute this Agreement on behalf of the LLC. 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 (general partner for a Limited Partnership (LP) and a partner for other partnerships). 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.



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

**Quote**

No.: **8106**  
 Date: 8/10/2015

### 2015 MAINTENANCE RENEWAL QUOTE

Prepared for:

Prepared by: Steve Whalen  
 Account No.: 5139

Monterey County Treasurer Tax Collector  
 168 West Alisal, First Floor  
 Salinas, CA 93911 U.S.A.

Qty.	Item ID	Description	UOM	Sell	Total
	RENEWAL TERM: 9/1/2015 – 8/31/2016 COVERED: --ATI TAX PAY IVR --8 SIP PORTS --WEB ADMINISTRATION				
1.00	AppDevSupport	ONE YEAR HARDWARE & SOFTWARE SUPPORT	EA	\$4,325.00	\$4,325.00
				Item Total:	\$4,325.00
				Sales Tax at 0.000%:	\$0.00
				GS Tax:	\$0.00
				<b>Total:</b>	<b>\$4,325.00</b>

Prices are firm until 3/17/2016

Terms: Due On Receipt

**Quoted by:** Steve Whalen, [swhalen@ati-connect.com](mailto:swhalen@ati-connect.com)

**Date:** 8/10/2015

\*\*

By initialing this quote ATI is authorizing Monterey County Tax Collector to attach the document as revised exhibit A to our amendment #1 signed by Victor of your organization on 9-30-15.

Initial

\*\*

**Accepted by:** \_\_\_\_\_

**Date:** \_\_\_\_\_