

Contract Report

As directed by the Board of Supervisors, the Clerk shall maintain the official file of all Contracts, unless the Department Head is authorized to execute. A Contract Report is to be completed and submitted with such Contracts to the Board of Supervisors' Division of the County Clerk's Office. Department Heads are responsible for administration of assigned Contracts and required insurance certificates.

1847			
Contract Number	Delineator	Trait	Fiscal Year

Delineator = .a, .b, etc = Subcontracts
 .1, .2, etc = Contract Amendments

Fiscal Year = (optional to be used for new FY Contracts in same # continuing Contract)

Traits = P/Pending - Original Contract Not on File/to be submitted
 GP/Grant Pending - Original Contract to be submitted if grant is awarded
 E/Exempt - Original Contract Exempt from Filing with Clerk
 A/Acknowledgment - Contract Acknowledgment Pending

Contract Category:	Maintenance	(Construction, Franchise, Interagency, JPA, Maintenance, Miscellaneous, Property Lease, Service, State, Grant)
Administering Department:	Planning & Public Works Agency - Facilities	
Contract Executed By:	Board of Supervisors	
Authority for Execution:	Minute Order 11 of 3/16/2010	
Contractor:	ATS Communications, Inc.	
Description of Contract:	Gold Seal Maintenance Plus Program	
*Contractor's Tax ID #/Social Security #		

Beginning Term Date:	1/15/2010
Ending Term Date:	1/14/2013
Recommended Review Date:	

If no termination date is specified within the Contract, indicate recommended review date not to exceed one year increments

Contract Amount Paid BY County:	\$729.81
Contract Amount Paid TO County:	
Not to Exceed:	\$7,961.52
Other Terms:	See Terms

(Other Terms: Rate per month/hour/quarter, etc.)

Insurance Required by County?:	No
Insurance End Term:	
Insurance Requirement Waived by County Counsel	

Clerks Notes:

Monitored by:	
Audited By:	
Prepared by:	SP

Status:	
Report Completed	3/19/2010
New File	
Existing File	

Contract Notes:

Please indicate other changes to be made to data base and whether contract is open, closed, renewal being processed, etc.

* Social Security Number REQUIRED for Independent Contractors

Contract Status:	Open	SCANNED
<input checked="" type="checkbox"/>	To Dept for filing with Contract	JUL 14 2010

BY:

THREE YEAR PLAN



**ATS COMMUNICATIONS, INC.
GOLD SEAL MAINTENANCE PLUS PROGRAM
OUR COMMITMENT TO OUR EXISTING CUSTOMERS
(SCHEDULE C-1)**

Customer Name: Glenn County - Memorial Hall - 107565

GOLD SEAL MAINTENANCE PLUS – The ATS Gold Seal Maintenance Plus Program provides repair, maintenance and support services for your installed Toshiba Equipment. ATS Gold Seal Plus coverage begins on the agreed upon effective date and shall continue for a minimum 12 month period and may be renewable after one year. Included in ATS Gold Seal Plus Coverage are certain guarantees, discounts, and many benefits listed below.

Upon acceptance, ATS will issue an ATS Gold Seal Maintenance Plus Certificate specific to your organization assuring you of your benefits. This Coverage has conditions (such as unauthorized work on system) and exclusions (fuses, plug in peripherals, wireless phones, batteries), which are detailed in the ATS Gold Seal Maintenance Plus Coverage Certificate that ATS will send you upon receipt of payment. This Coverage may be transferable to a new system owner with the prior approval of ATS. A Coverage transfer fee may be charged.

Benefits Include:

- o 10% New Equipment Discount
- o No charge for "No Trouble Found"
- o Free software maintenance releases
- o Free software diagnostics
- o Labor to reprogram systems from most recent database back-up *
- o 30 minute remote programming coupon - one per department, total of 9.
- o Replacement of defective line cords
- o Free annual preventative maintenance
- o Added training & user guides
- o Resolution of wiring and cabling problems
- o Connectivity review semi-annually
- o Free Help Desk Support

* Voice mail greetings and messages are excluded from reprogramming database.

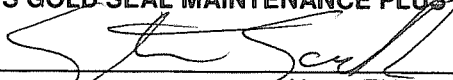
Guarantees Include:

- o \$1,000 payment to customer if ATS fails to meet published emergency response time (payment will be lesser of 10% of the original system sale price or \$1,000)
- o **Gold Seal Maintenance Plus** renewal will be discounted the equivalent of one month from the annual contract if ATS fails to meet agreed upon response times for a non-emergency repair
- o 10% off invoice total, if ATS does not commence Move, Add, Change work in the agreed upon time Schedule

For **ATS Gold Seal Maintenance Plus** coverage to remain valid, the system must have full remote access capabilities available to **ATS** at all times for remote diagnostics and servicing.

Acknowledgement of the **ATS Gold Seal Maintenance Plus** Configuration Worksheet attached and Acceptance of Itemized Charges: \$ 729.81 Monthly or \$ 7961.52 Annually for 3 years. Above price reflects 5% discount for first year if paid monthly and 15% discount if paid annually. An additional 3% discount in year 2 and 6% discount in year 3 off normal price.

ATS GOLD SEAL MAINTENANCE PLUS PROGRAM ACCEPTED:



STEVE SOETH, Chairman
Glenn County Board of Supervisors

DATE March 16, 2010

Gold Seal Plus Certificate



Agreement No: 107565
Issued to Customer: Glenn County Memorial Hall
525 West Sycamore
Willows, CA 95988-2748
Coverage Start Date: 1/15/10
Coverage To Date: 1/14/13
System Description: Toshiba CTX/CIX Telecommunications Equipment

Authorized ATS
Signature: *Eddie B. Burt*

Terms and Conditions – Gold Seal Plus Partnership

This Certificate is issued to the above referenced customer (CUSTOMER) by ATS Communications, Inc. (ATS) as an authorized dealer for Toshiba America Information Systems, Inc. (TAIS) Telecommunications Systems Division. ATS agrees to maintain the covered equipment (except for fuses, lamps, batteries and other consumables) located at the listed CUSTOMER site and keep the Equipment in, or restore the Equipment to, good working order during the coverage period. Maintenance service does not insure uninterrupted operation of the Equipment. The repair or replacement by ATS of defective parts as are causing a malfunction may be done with new or refurbished parts (at ATS option). All coverage under this certificate shall be governed by ATS general service policies in effect at the time of service request.

Equipment of like kind and quality shall be used to replace any covered equipment or components at the time of any failure thereof. Renewal of the **ATS Gold Seal Plus Partnership Coverage** may be offered to the CUSTOMER at the sole option of ATS at renewal rates established by ATS. If a renewal is offered, ATS will render an invoice to the CUSTOMER. Payment by CUSTOMER constitutes acceptance of the renewal under the same terms and conditions herein, subject to all ATS general service policies then in effect. ATS may refuse to provide services under this coverage plan if CUSTOMER is past due on any charges due ATS by the CUSTOMER on any ATS services.

This Coverage does not provide for: (1) repair or replacement without proper authorization; (2) coverage for any equipment or any component parts thereof which is not itemized by ATS at the time of Coverage activation; (3) additions, moves or changes made at the request of the customer or additions not listed as part of the original equipment list, system relocations, or program changes; (4) magnetic media; (5) work performed by persons not authorized in writing by ATS, such as, but not limited to, CUSTOMER employees, agents, contractors, or consultants; (6) service issues or claims where damage to the covered equipment or component is due to any deliberate acts of the CUSTOMER or any agent or employee thereof.

This Coverage does not provide for covered equipment or components that are damaged due to: (1) deliberate abuse thereof by any person; (2) negligence of the CUSTOMER or its agents or employees; (3) improper or negligent alteration of covered equipment or a component part thereof; (4) acts of God; (5) exposure to elements of weather, lightning, fire, flood or earthquake; (6) electrical power surges or electrical fault (this Coverage is void if covered equipment is not fully protected by the manufacturer recommended or equivalent electrical power protection equipment); (7) insufficient heating/ventilating/air conditioning (HVAC) or HVAC system failure; (8) service calls or service time resulting from local and/or long distance network service provider issues.

In no circumstances or event shall ATS, its officers, directors, shareholders, agents or employees be liable for indirect, special, incidental or consequential damages (including, but not limited to, lost profits), directly or indirectly arising from CUSTOMER's inability to use the equipment either separately or in combination with any other equipment, regardless of the form of action, whether in contract, tort, strict liability or otherwise, and whether or not such damages were foreseen or unforeseen. ATS expressly disclaims all warranties, implied warranty of merchantability or any implied warranty of fitness for a particular purpose.

Coverage by: **ATS Communications, Inc., 2500 Annalisa Drive, Suite 200, Concord, CA 94520 (925) 602-1500**

Effective 7/1/03 (Revised 6/27/2003)



**GLENN COUNTY
BOARD OF SUPERVISORS**

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John Viegas, District 1
Tracey Quarne, District 2
Steve Soeth, District 3
Michael Murray, District 4
Leigh McDaniel, District 5

Sandy Soeth, Clerk of the Board

The following Minute Order of the Board of Supervisors is being sent to you for information or possible action. If you have any questions concerning this matter, please call the Board's office.

Minute Order of the Board of Supervisors
March 16, 2010 Regular Meeting
County of Glenn, State of California

11. **Contract – Phone System Extended Maintenance Plan**
- Also Present: John Linhart, Planning & Public Works Agency Director
Randy Murphy, Planning & Public Works Agency Deputy Director
- Matter: Recommendation of Mr. Linhart, on behalf of the Facilities Committee, to approve one of the following for a maintenance plan for the County downtown core phone system:
- a. Approve and authorize the Chairman of the Board of Supervisors to execute a one-year agreement with ATS for an extended maintenance plan for \$8,367.72; OR
 - b. Approve and authorize the Chairman of the Board of Supervisors to execute a three-year agreement with ATS for \$7,961.52 per year.
- Proceedings:
- a. Mr. Linhart reviewed the aforesaid matter;
 - b. Director of Finance Don Santoro advised that the original agreement included maintenance, that the aforesaid is an unanticipated cost which would be appropriated to Departments;
 - c. Supervisor Quarne advised that the Sheriff's phones were included in the plan and that a four-hour turnaround guarantee is part of the agreement;
 - d. On motion of Supervisor Quarne, seconded by Supervisor Murray, it was unanimously ordered to approve (b) in matter above.