



REPORT TO CITY COUNCIL

DATE: MARCH 26, 2014

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: GREG RAMIREZ, CITY MANAGER 

BY: NATHAN HAMBURGER, ASSISTANT CITY MANAGER 

SUBJECT: REQUEST TO APPROVE AWARD OF CONTRACT WITH CALNET TECHNOLOGY GROUP TO PROVIDE THE CITY'S COMMUNICATION SYSTEM

Staff has completed a Request For Qualifications/Request For Proposals (RFQ/RFP) process related to the City's communication system, which includes analog telephone lines and integration with the City's email, and is seeking approval from the City Council to award the contract to Calnet Technology Group.

The City's phone and communications system is over 15 years old and has reached a point in time in which the main system is no longer serviced by the manufacturer or third party vendors. There is also very limited access to replacement parts as no new parts are available. This aging and disparate communications system was planned to be replaced in coordination with construction of the new Community Recreation Center. The objective of the search for a new communications system was such that the system could be updated to one that utilized newer technology and a more open software system that provides flexibility in its use and integration with other communication mediums.

Staff was looking for a new system that was not only compatible to the communication systems in place today, but also for the next 10 to 15 years. The proposed communications system has the ability to utilize the cloud system functions and is compatible with the operating systems utilized by staff on their workstations. The communications system also allows for customization that fits our organization and is easily adjusted if changes in staffing occur. In order to have the system structured and fully functional when the Recreation Center construction is completed, the communications system will be set up and tested at City Hall. A direct connection for the communications system and the City's Information Technology (I.T.) network between the two facilities is already included in the Community Recreation Center construction process.

Via the RFQ/RFP process, the City received a total of five proposals, which were reviewed by staff as to their ability to provide a system that met the stated requirements and best fit with the City's operational structure. Calnet Technology Group was rated as the top proposer. Their proposal was the most in-depth in creating a communications

network that addressed the City's needs and their experience with the system proposed. This system is utilized by a large number of other public and private entities and staff has received nothing but positive feedback in regards to the system and Calnet's performance. Although start up costs and monthly service agreement costs varied between the proposers, Calnet had the overall lowest cost for a five-year period at \$44,936.14, and an annual maintenance and service cost of \$1,944. Funding for the communications system was anticipated and approved by the City Council in the established Community Recreation Center construction budget.

As part of the City's Information Technology five-year plan, the computer network switch ports were planned to be replaced with the implementation of a new communications system. The new equipment will allow for a direct connection between the two City owned facilities and support the proposed upgrades. Staff is requesting a General Fund authorization of \$11,800 to purchase and install the necessary switch gear in conjunction with the implementation of new communications system. The proposed funds to be utilized derive from the increase in revenue for this current fiscal year, as were presented to the City Council during its mid-year financial review. The appropriation of funds does not change the balanced budget presented. The equipment will be installed and maintained by the City's I.T. consultant, under the existing agreement.

The agreement with Calnet is proposed to be for an initial three-year term and have two, one-year optional extensions. Work is anticipated to begin immediately with the new system in place by June 2014, and the Recreation Center portion to come online in October.

The proposed agreement has been reviewed by the City Attorney and approved as to form.

RECOMMENDATION

Staff respectfully recommends the City Council approve the award of contract with Calnet Technology Group to provide the City's communication system and appropriate \$11,800 for related network equipment to account 010-4195-5683.

Attachment: Agreement Calnet Technology Group

AGREEMENT ROUTING SLIP FOR

CalNet Technology Group

Attached, please find (*check one of the following boxes*):

- | | |
|--|--|
| <input checked="" type="checkbox"/> Standard Template with no changes
Complete Section 2 only | <input type="checkbox"/> Outside Agency Agreement
Complete Sections 1 and 2 |
| <input type="checkbox"/> Standard Template with changes
Complete Sections 1 and 2 | <input type="checkbox"/> Special Agreement
Complete Sections 1 and 2 |

Section 1 – Changes to template or insurance: Receive Department Head approval to amend. Check with Risk Manager for insurance and/or template amendments. Risk Manager will authorize emailing City Attorney for template review and approval. Attach City Attorney email response (approval) to this slip.

- | | |
|--|--|
| <input type="checkbox"/> _____ (Dept. Head Initials/Date)
Authorization to Amend Agreement | <input type="checkbox"/> _____ (Risk Manager Initials/Date)
Approval to Forward to City Attorney |
| <input type="checkbox"/> _____ (Risk Manager Initials/Date)
Insurance Amended (See Notes Below) | <input type="checkbox"/> _____ Staff Initials(From No. 1 Below)
City Attorney Email Approval Attached |
| <input type="checkbox"/> _____ (Risk Manager Initials/Date)
Template Amended (See Notes Below) | <input type="checkbox"/> _____ Staff Initials/Date
Other (See Notes Below) |

Section 2 – Signed agreement received from Consultant. Sign/date and attach this routing slip to the proposed agreement and route to staff in the order listed below (i.e., 2-4). Submit the signed agreement, including the appropriate insurance and endorsement, with this completed routing slip, to the Risk Manager (insurance review/approval) who will forward to the City Clerk for final review/distribution. Agreements without the appropriate insurance attached will be returned to the department. A copy of the final agreement will be provided to the Consultant and the staff person (in Item No. 1 below)

- | | |
|--|---|
| 1. <u>Shirley Keckhut 3/18/14</u>
Prepared by (Staff Name/Date) | 2. <u>[Signature] 3/18/14</u>
Department Head - Date
(Authorization to forward to Risk Mgr/Clerk) |
| 3. _____
Risk Manager – Date
(Insurance Review/Approval) | 4. _____
City Clerk – Date
(Format Review/Final Distribution) |

- FOR CITY CLERK USE ONLY -

Year: _____ Month/Day: _____
Agreement/Insurance Received: _____
To City Attorney for Signatures: _____
To City Manager/Mayor for Signatures: _____
City Attorney Email/Scope Attached: _____
Distributed to Consultant/Staff: _____
Laserfiche/Log/Index/File: By: _____
Insurance Logged: By: _____

Notes:

**AGREEMENT FOR CONSULTANT SERVICES
WITH THE CITY OF AGOURA HILLS**

NAME OF CONSULTANT: CalNet Technology Group

RESPONSIBLE PRINCIPAL OF CONSULTANT: Attn: Phil Moreton

CONSULTANT'S ADDRESS: 9420 Topanga Canyon Blvd.,
Suite 100
Chatsworth, CA 91311

CITY'S ADDRESS: City of Agoura Hills
30001 Ladyface Court
Agoura Hills, CA 91301
Attn: City Manager

PREPARED BY: Sheila Keckhut

COMMENCEMENT DATE: March 26, 2014

TERMINATION DATE: June 30, 2017

CONSIDERATION: Contract Price
Not to Exceed: \$44,936.14

ADDITIONAL SERVICES <i>(Describe Services, Amount, and Approval):</i> _____ _____ _____ _____
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Date: _____ Amount: \$ _____ Authorized By: _____
(Not to Exceed 10% of Contract Price) City Manager

**AGREEMENT FOR CONSULTANT SERVICES BETWEEN
THE CITY OF AGOURA HILLS AND CALNET
TECHNOLOGY GROUP**

THIS AGREEMENT is made and effective as of March 26, 2014, between the City of Agoura Hills, a municipal corporation ("City") and CalNet Technology Group ("Consultant"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. TERM

This Agreement shall commence on March 26, 2014, and shall remain and continue in effect until tasks described herein are completed, but in no event later than June, 30, 2017, unless sooner terminated pursuant to the provisions of this Agreement. *The City may, at its option, extend this Agreement for one additional term of two year[s] upon providing written notice of its intent to extend this Agreement to the Consultant not less than thirty (30) days prior to the expiration of the initial Term. Such extension shall be at the same price and conditions as set forth herein.*

2. SERVICES

Consultant shall perform the services and tasks described and set forth in Exhibit A, attached hereto and incorporated herein as though set forth in full. Consultant shall complete the tasks according to the schedule of performance which is also set forth in Exhibit A.

3. PERFORMANCE

In meeting its obligations under this Agreement, Consultant shall at all times faithfully and competently perform all tasks described herein in a manner satisfactory to CITY and consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions.

4. PAYMENT

A. The City agrees to pay Consultant monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit B, Payment Rates and Schedule, attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. Any terms in Exhibit B other than the payment rates and schedule of payment are null and void. This amount shall not exceed Forty-Four Thousand Nine Hundred Thirty-Six and Fourteen Cents (\$44,936.14)

B. Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the City Manager. Consultant shall be compensated for any additional services in the

C. Consultant shall submit invoices monthly for actual services performed. Invoices shall be submitted between the first and fifteenth business day of each month, for services provided in the previous month. Payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. If the City disputes any of Consultant's fees, it shall give written notice to Consultant within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice. For all reimbursements authorized by this Agreement, Consultant shall provide receipts on all reimbursable expenses in excess of Fifty Dollars (\$50) in such form as approved by the Director of Finance.

5. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE

A. The City may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon the Consultant at least ten (10) days prior written notice. Upon receipt of said notice, the Consultant shall immediately cease all work under this Agreement, unless the notice provides otherwise. If the City suspends or terminates a portion of this Agreement, such suspension or termination shall not make void or invalidate the remainder of this Agreement.

B. In the event this Agreement is terminated pursuant to this Section, the City shall pay to Consultant the actual value of the work performed up to the time of termination, provided that the work performed is of value to the City. Upon termination of the Agreement pursuant to this Section, the Consultant will submit an invoice to the City pursuant to Section entitled "**PAYMENT**" herein.

6. DEFAULT OF CONSULTANT

A. The Consultant's failure to comply with the provisions of this Agreement shall constitute a default. In the event that Consultant is in default for cause under the terms of this Agreement, City shall have no obligation or duty to continue compensating Consultant for any work performed after the date of default and can terminate this Agreement immediately by written notice to the Consultant. If such failure by the Consultant to make progress in the performance of work hereunder arises out of causes beyond the Consultant's control, and without fault or negligence of the Consultant, it shall not be considered a default.

B. If the City Manager or his delegate determines that the Consultant is in default in the performance of any of the terms or conditions of this Agreement, it shall serve the Consultant with written notice of the default. The Consultant shall have ten (10) days after service upon it of said notice in which to cure the default by rendering a satisfactory performance. In the event that the Consultant fails to cure its default within such period of time, the City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement."

7. OWNERSHIP OF DOCUMENTS

A. Consultant shall maintain complete and accurate records with respect to sales, costs, expenses, receipts and other such information required by City that relate to the performance of services under this Agreement. Consultant shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Consultant shall provide free access to the representatives of City or its designees at reasonable times to such books and records, shall give City the right to examine and audit said books and records, shall permit City to make transcripts therefrom as necessary, and shall allow inspection of all work, data, documents, proceedings and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.

B. Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files containing data generated for the work, surveys, notes, and other documents prepared in the course of providing the services to be performed pursuant to this Agreement shall become the sole property of the City and may be used, reused or otherwise disposed of by the City without the permission of the Consultant. With respect to computer files containing data generated for the work, Consultant shall make available to the City, upon reasonable written request by the City, the necessary computer software and hardware for purposes of accessing, compiling, transferring and printing computer files.

8. INDEMNIFICATION

Consultant shall defend, indemnify, and hold the City, its officials, officers, employees, agents and independent consultants serving in the role of City officials, and volunteers (collectively "Indemnitees") free and harmless from any and all claims, demands, causes of action, proceedings, costs, expenses, liabilities, losses, damages or injuries, in law or equity, to property or persons, including wrongful death (collectively "Claims"), in any manner arising out of or incident to any acts or omissions of Consultant, its officials, officers, employees, agents or sub-consultants in connection with the performance of this Agreement, including without limitation the payment of all consequential damages, attorneys' fees, and other related costs and expenses, except for such Claims arising out of the sole negligence or willful misconduct of the Indemnitees. With respect to any and all such Claims, Consultant shall defend Indemnitees at Consultant's own cost, expense, and risk and shall pay and satisfy any judgment, award, or decree that may be rendered against Indemnitees. Consultant shall reimburse Indemnitees for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Consultant or Indemnitees. All duties of Consultant under this Section shall survive termination of this Agreement.

Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Consultant or Indemnitees. All duties of Consultant under this Section shall survive termination of this Agreement.

9. INSURANCE REQUIREMENTS

Prior to commencement of work, Consultant shall procure, provide, and maintain, at Consultant's own expense, for the duration of this Agreement, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

A. Minimum Scope of Insurance. Coverage shall be at least as broad as:

1) Insurance Services Office Commercial General Liability form No. CG 00 01 11 85 or 88, or equivalent.

2) Insurance Services Office Business Auto Coverage form CA 00 01 06 92, or equivalent, covering Automobile Liability, code 1 (any auto). If the Consultant owns no automobiles, a non-owned auto endorsement to the General Liability policy described above is acceptable.

3) Worker's Compensation insurance as required by the State of California and Employer's Liability Insurance. If the Consultant has no employees while performing under this Agreement, worker's compensation insurance is not required, but Consultant shall execute a declaration that it has no employees.

B. Minimum Limits of Insurance. Consultant shall maintain limits no less than:

1) General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage, including without limitation, blanket contractual liability. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

2) Automobile Liability: \$1,000,000 per accident for bodily injury and property damage for all activities of the Consultant arising out of or in connection with work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rental vehicles.

3) Worker's Compensation as required by the State of California; Employer's Liability: One million dollars (\$1,000,000) per accident for bodily injury or disease.

C. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City Manager. At the option of the City Manager, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees and volunteers; or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

D. Other Insurance Provisions. The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1) The City, its officers, officials, employees and volunteers are to be covered and named as additional insureds in respect to: liability arising out of activities performed by or on behalf of the Consultant; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; or automobiles owned, leased, hired or borrowed by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees or volunteers.

2) For any claims related to this project, the Consultant's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees and volunteers. Any insurance or self-insured maintained by the City, its officers, officials, employees or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

3) Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City, its officers, officials, employees or volunteers.

4) The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5) Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice has been given to the City. Consultant agrees to oblige its insurance agent or broker and insurers to provide City with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

E. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City. Self insurance shall not be considered to comply with these insurance requirements.

F. Verification of Coverage. **Consultant shall furnish the City with original endorsements, specifically naming the City of Agoura Hills, its officers, officials, employees and volunteers as additional insured, effecting coverage required by this clause.** The endorsements are to be signed by a person authorized

by that insurer to bind coverage on its behalf. The endorsements are to be on forms acceptable to the City. Insurance certificates and endorsements must be received and approved by City's Risk Manager prior to commencement of performance. Current insurance certificates and endorsements shall be kept on file with the City at all times during the term of this agreement. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

G. Mailing Instructions. Insurance documents shall be mailed with the signed Agreement to the attention of the staff person indicated on the cover sheet of this Agreement, to the City of Agoura Hills, 30001 Ladyface Court, Agoura Hills, CA 91301. Executed Agreement(s) cannot be released nor may any work commence on a project until the signed Agreement and appropriate insurance documents are on file with the City Clerk.

10. INDEPENDENT CONSULTANT

A. Consultant is and shall at all times remain as to the City a wholly independent Consultant. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Neither City nor any of its officers, employees, agents, or volunteers shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents except as set forth in this Agreement. Consultant shall not at any time or in any manner represent that it or any of its officers, employees or agents are in any manner officers, employees or agents of the City. Consultant shall not incur or have the power to incur any debt, obligation or liability whatever against City, or bind City in any manner.

B. No employee benefits shall be available to Consultant in connection with the performance of this Agreement. Except for the fees paid to Consultant as provided in the Agreement, City shall not pay salaries, wages, or other compensation to Consultant for performing services hereunder for City. City shall not be liable for compensation or indemnification to Consultant for injury or sickness arising out of performing services hereunder.

11. LEGAL RESPONSIBILITIES

The Consultant shall keep itself informed of all local, State and Federal ordinances, laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. The Consultant shall at all times observe and comply with all such ordinances, laws and regulations. The City, and its officers and employees, shall not be liable at law or in equity occasioned by failure of the Consultant to comply with this section.

12. RELEASE OF INFORMATION

A. All information gained by Consultant in performance of this Agreement shall be considered confidential and shall not be released by Consultant without City's prior written authorization. Consultant, its officers, employees, agents or sub-consultants, shall not without written authorization from the City Manager or unless

requested by the City Attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement or relating to any project or property located within the City. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives City notice of such court order or subpoena.

B. Consultant shall promptly notify City should Consultant, its officers, employees, agents or sub-consultants be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed there under or with respect to any project or property located within the City. City retains the right, but has no obligation, to represent Consultant and/or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Consultant. However, City's right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

13. NOTICES

Any notices which either party may desire to give to the other party under this Agreement must be in writing and may be given either by: (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, that provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by Notice. Notice shall be effective upon delivery to the addresses specified below or on the third business day following deposit with the document delivery service or United States Mail as provided above.

To City: City of Agoura Hills
30001 Ladyface Court
Agoura Hills, California 91301
Attention: City Manager

To Consultant: CalNet Technology Group
9420 Topanga Canyon Blvd., Suite 100
Chatsworth, CA 91311

14. ASSIGNMENT

The Consultant shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without prior written consent of the City. Upon termination of this Agreement, Consultant's sole compensation shall be payment for actual services performed up to, and including, the date of termination or as may be otherwise agreed to in writing between the City Council and the Consultant.

15. LICENSES

At all times during the term of this Agreement, Consultant shall have in full force and effect, all licenses required of it by law for the performance of the services described in this Agreement.

16. GOVERNING LAW

The City and Consultant understand and agree that the laws of the State of California shall govern the rights, obligations, duties and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. Any litigation concerning this Agreement shall take place in the municipal, superior, or federal district court with geographic jurisdiction over the City of Agoura Hills. In the event such litigation is filed by one party against the other to enforce its rights under this Agreement, the prevailing party, as determined by the Court's judgment, shall be entitled to reasonable attorney fees and litigation expenses for the relief granted.

17. PROHIBITED INTEREST

No officer, or employee of the City of Agoura Hills shall have any financial interest, direct or indirect, in this Agreement, the proceeds thereof, the Consultant, or Consultant's sub-consultants for this project, during his/her tenure or for one year thereafter. The Consultant hereby warrants and represents to the City that no officer or employee of the City of Agoura Hills has any interest, whether contractual, non-contractual, financial or otherwise, in this transaction, or in the business of the Consultant or Consultant's sub-consultants on this project. Consultant further agrees to notify the City in the event any such interest is discovered whether or not such interest is prohibited by law or this Agreement.

18. ENTIRE AGREEMENT

This Agreement contains the entire understanding between the parties relating to the obligations of the parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations and statements, oral or written, are merged into this Agreement and shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

19. AUTHORITY TO EXECUTE THIS AGREEMENT

The person or persons executing this Agreement on behalf of Consultant warrants and represents that he or she has the authority to execute this Agreement on behalf of the Consultant and has the authority to bind Consultant to the performance of its obligations hereunder.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

CITY OF AGOURA HILLS

William D. Koehler,
Mayor

ATTEST:

Kimberly M. Rodrigues, MMC
City Clerk
Date Approved by City Council: _____

APPROVED AS TO FORM:

Candice K. Lee,
City Attorney

CONSULTANT

CalNet Technology Group
9420 Topanga Canyon Blvd., Suite 100
Chatsworth, CA 91311
(818) 701-5753
(818) 701-7846

By: _____
Name:
Title:

By: _____
Name:
Title:

[Signatures of Two Corporate Officers Required]








City of Agoura Hills
For: Sheila Keckhut





Phil Moreton
(818) 701-5753
PMoreton@calnettech.com
www.calnettech.com





ShoreTel Proposal








Quote #: 014394

EXHIBIT A & B

Civic Center		Price	Qty	Extended
	ShoreTel Software (Latest General Release)	\$0.00	1	\$0.00
				
	SBE 100 bundle, 50 Users, No server. Includes ShoreTel Voice Switch 220T1A, tray, 50 ext & mailbox lic, 1 ext only lic, 1 Communicator Operator access lic, 50 Communicator Personal access lic, 24 SIP trunk lic, 4 Addl Site lic, 5 Appl Dialer & 5 Web Dialer	\$4,797.00	1	\$4,797.00
				
	ShoreGear Virtual IM Appliance - CUSTOMER TO PROVIDE VMWARE SERVER.	\$0.00	1	\$0.00
	ShoreTel Analog Harmonica and 25-Pair Cable	\$59.40	1	\$59.40
				
	ShorePhone IP420	\$113.40	18	\$2,041.20
	ShorePhone IP 480 - Black	\$179.40	47	\$8,431.80
	ShorePhone IP485g	\$257.40	7	\$1,801.80
	ShorePhone IP655, with anti-glare screen	\$449.40	3	\$1,348.20

Civic Center		Price	Qty	Extended
	Satellite microphones for ShoreTel IP Phone 655, Qty 2	\$117.00	2	\$234.00
	ShoreTel IP Phone 930D Starter Kit, - Includes IP 930D DECT Phone Handset, Base and Charger	\$359.40	2	\$718.80
	Personal Access License	\$0.00	75	\$0.00
	Extension-only License	\$84.00	2	\$168.00
Civic Center Subtotal:				\$19,600.20



Recreation Center		Price	Qty	Extended
	ShoreTel Voice Switch 50	\$1,197.00	1	\$1,197.00
	ShoreTel Analog Harmonica and 25-Pair Cable	\$59.40	1	\$59.40
	ShoreTel Voice Switch Rack Mount Tray Gen4	\$57.00	1	\$57.00
	ShorePhone IP 480	\$179.40	13	\$2,332.20



Recreation Center		Price	Qty	Extended
	ShorePhone IP485g	\$257.40	1	\$257.40
	ShorePhone IP655, with anti-glare screen	\$449.40	1	\$449.40
	Satellite microphones for ShoreTel IP Phone 655, Qty 2	\$117.00	1	\$117.00
	ShoreTel IP Phone Gig Power Adaptor 10/100/1000	\$21.00	10	\$210.00
	Personal Access License	\$0.00	25	\$0.00
	Extension-only License	\$84.00	3	\$252.00
	Extension & Mailbox License	\$120.00	7	\$840.00
Recreation Center Subtotal:				\$5,771.40


ShoreTel Server	Price	Qty	Extended
ShoreTel Server Subtotal:			\$0.00

Network Equipment	Price	Qty	Extended
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Network Equipment	Price	Qty	Extended
Network Equipment Subtotal:			\$0.00

Battery Backup	Price	Qty	Extended
 <p>APC Smart-UPS RT 1500VA Tower/Rack-mountable UPS - 1500VA/1050W - 8.6 Minute Full Load - 6 x NEMA 5-15R - Battery/Surge-protected APC Smart-UPS RT 1500VA Tower/Rack-mountable UPS - 1500VA/1050W - 8.6 Minute Full Load - 6 x NEMA 5-15R - Battery/Surge-protected</p>	\$1,049.00	2	\$2,098.00
 <p>APC UPS Network Management Card - SmartSlot</p>	\$289.99	2	\$579.98
Battery Backup Subtotal:			\$2,677.98

Installation	Price	Qty	Extended
 <p>Installation and Configuration (See the attached Statement of Work for details)</p>	\$12,117.50	1	\$12,117.50
 <p>ShoreTel Handset and Communicator client deployment (10 minutes per phone)</p>	\$135.00	11	\$1,485.00
Installation Subtotal:			\$13,602.50

ShoreTel Recurring Monthly Support	Price	Qty	Extended	Recurring
 <p>Cal Net Gold ShoreTel Partner Support WITHOUT Phone Coverage (Monthly Cost) Please see the attached ShoreTel Services Agreement for coverage details.</p>	\$162.00	1	\$162.00	\$162.00
ShoreTel Recurring Monthly Support Subtotal			\$162.00	
ShoreTel Recurring Monthly Support Recurring Subtotal				\$162.00

Summary: Recurring Expenses	Amount
ShoreTel Recurring Monthly Support	\$162.00
Total Recurring Expenses	\$162.00

Recap	Amount
Civic Center	\$19,600.20
Recreation Center	\$5,771.40
ShoreTel Server	\$0.00
Network Equipment	\$0.00
Battery Backup	\$2,677.98
Installation	\$13,602.50
ShoreTel Recurring Monthly Support	\$162.00

Subtotal:	\$41,814.08
Shipping:	\$952.00
Tax:	\$2,170.06
Total:	\$44,936.14

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

City of Agoura Hills
STATEMENT OF WORK
ShoreTel Implementation

Project Management & Planning Tasks

1. Coordinate and conduct the client discovery meeting.
2. Coordinate and schedule equipment shipments, if applicable, the client's site access, and onsite schedules of engineers and client. Acquire/secure necessary hardware, software and licenses, and additional equipment needed for the deployment.
3. Coordinate with the telecommunications carrier to ensure that the proper type of service is being delivered and schedule the delivery of the circuits.
4. Work with the client to create a call routing diagram to be used during the configuration of the equipment.
5. Work with the client to ensure that the network has been properly configured with QOS and a Voice VLAN at each location to support the ShoreTel system.
6. Document all new hardware and software information, including licensing information, portal access, administrative passwords, and warranty information. Follow up to ensure any post-deployment issues are resolved. Prepare summary report of work completed and any lingering issues and present this report to the client. Conduct final project review with the client, reconcile partial invoice, and close the project.

Onsite Deployment

1. **Day 1 and 2 Onsite - Civic Center**
 - a. Install new equipment onsite
 - i. Unpack and install all equipment into the client's server rack (per the approved diagram)
 - ii. Connect all cabling between servers and switches
 - b. ShoreTel Server Configuration
 - i. Install and patch Windows operating system
 - ii. Install the latest general release of the ShoreTel software
 - c. ShoreTel Switch Configuration
 - i. Configure the ShoreGear switches with the appropriate IP addresses and label them
 - ii. Create the sites on the ShoreTel server
 - iii. Add the appropriate ShoreGear switches to each site
 - iv. Configure the sites on the ShoreTel server
 - d. Configure the ShoreTel software per the approved Call Routing Diagram.
 - i. Create trunk groups (testing onsite)
 - ii. Create and configure users
 - iii. Create call routing
 - iv. Create hunt groups
 - v. Create DID assignments
 - vi. Create auto attendants
 - e. Test the equipment for proper connectivity and VLANs
 - f. Configure client DHCP scopes for ShoreTel

- g. Test to ensure that the VLAN's are routing traffic properly
- h. Verify that QOS is properly configured on all network devices
- i. Resolve any issues that may arise for onsite install

2. Day 3 Onsite

- a. ShoreTel phone & Communicator client deployment
 - i. Unbox and assemble the ShoreTel handsets
 - ii. Place the handsets on the desks per client instructions
*** Cal Net will not move furniture to access network outlets
 - iii. Deploy ShoreTel Communicator client through Group Policy
 - iv. Test phones for proper connectivity and subnet
 - v. Ensure that the Communicator client successfully connects to the ShoreTel server

3. Day 4 Onsite - T.O. Blvd. Recreation Center

- a. Install new equipment onsite
 - i. Unpack and install all equipment into the client's server rack (per the approved diagram)
 - ii. Connect all cabling between servers and switches
- b. ShoreTel Switch Configuration
 - i. Configure the ShoreGear switches with the appropriate IP addresses and label them
 - ii. Create the sites on the ShoreTel server
 - iii. Add the appropriate ShoreGear switches to each site
 - iv. Configure the sites on the ShoreTel server
- c. Configure the ShoreTel software per the approved Call Routing Diagram.
 - i. Create trunk groups (testing onsite)
 - ii. Create and configure users
 - iii. Create call routing
 - iv. Create hunt groups
 - v. Create DID assignments
 - vi. Create auto attendants
- d. Test the equipment for proper connectivity and VLANs
- e. Configure client DHCP scopes for ShoreTel
- f. Test to ensure that the VLAN's are routing traffic properly
- g. Verify that QOS is properly configured on all network devices
- h. Resolve any issues that may arise for onsite install
- i. ShoreTel phone & Communicator client deployment
 - i. Unbox and assemble the ShoreTel handsets
 - ii. Place the handsets on the desks per client instructions
*** Cal Net will not move furniture to access network outlets
 - iii. Deploy ShoreTel Communicator client through Group Policy
 - iv. Test phones for proper connectivity and subnet
 - v. Ensure that the Communicator client successfully connects to the ShoreTel server

4. Day 5 & 6 Onsite Civic and T.O. Blvd. Recreation Center

- a. Training
 - i. ShoreTel Basic Administrator Training (Up to 2 Hours)

1. Login and out of ShoreWare Director
 2. Quick Look and Warnings
 3. Create new administrators
 4. Create, delete, move, change users
 5. Create and Edit User Groups
 6. Add new IP or analog phones
 7. Create and Edit Auto Attendant menus, Hunt Groups, and Workgroups
 8. Create and Edit System Schedules
 9. Diagnostics and Monitoring
 10. Set up Notifications
- ii. ShoreTel User Training – 4 Sessions (10-12 Users per class/1.5 Hours Per Class Session)
1. Hand Set Training
 - a. Answer calls
 - b. Transfer calls
 - c. Set up and participate in conference calls
 - d. Access voice mail
 - e. Use call handling modes
 - f. Retrieve voice mail notifications
 2. Communicator Training
 - a. Integrate with Outlook
 - b. 5 Information Tabs
 - c. Options Menu
- iii. ShoreTel Operator Training 1 Session (10-12 Users per class/2 Hours Per Class Session)
1. Hand Set Training
 - a. Answer calls
 - b. Transfer calls
 - c. Set up and participate in conference calls
 - d. Access voice mail
 - e. Use call handling modes
 - f. Retrieve voice mail notifications
 2. Communicator Training
 - a. Integrate with Outlook
 - b. 5 Information Tabs
 - c. Options Menu
 - d. Operator Functions
 - i. Drag & Drop
 - ii. Change Call Handling- Delegation
 - iii. Monitoring
- b. Phone system cut-over**
- i. Call routing verification
 1. Verify that all Auto Attendants have the correct message
 2. Verify that all Auto Attendants route properly
 3. Verify that all Workgroups and Hunt groups route properly
 - ii. Connect the phone lines to the ShoreTel equipment
 - iii. Test in-bound and out-bound dialing
 - iv. Test ShoreTel call routing
 - v. Test 911 for proper address
 - vi. Complete the Site Testing and Sign-Off Sheet
- 5. Day 7 Onsite for Go-Live**
- a. Go-Live Engineering Support Tasks (Up to 8-Hours)
 - b. Engineer will be on hand the first two business day following the ShoreTel System deployment to provide

immediate assistance and support any unknown issue that may arise.

6. **Move at a later date – Move T.O. Blvd Recreation Center to New Ladyface Court Recreation Center**
 - a. Move Switches and Phones to New Recreation Center
 - i. Pack, Unpack and install all equipment into the client's rack (per the approved diagram)
 - ii. Connect all cabling between and switches
 - b. Place and Test phones for proper connectivity and subnet
 - c. Ensure that the Communicator client successfully connects to the ShoreTel server
7. **Onsite for Go-Live**
 - a. Go-Live Engineering Support Tasks (Up to 4-Hours)
 - b. Engineer will be on hand the first two business day following the ShoreTel System deployment to provide immediate assistance and support any unknown issue that may arise.

Assumptions and Client Responsibilities

Assumptions

1. It is assumed that the client has existing Managed, Power over Ethernet switches in place that have been configured for QOS and a voice VLAN. Cal Net can assist with this for an additional fee. This must be completed before Cal Net begins the installation.
2. It is assumed that the existing paging system (if exists) will interface with ShoreTel without additional hardware (this could not be verified while onsite). If this is not the case, additional hardware and labor may be required to complete the connection.
3. It is assumed that CAT5e or better cable exists between the managed PoE switch and each location that an IP phone will be placed.

Client Responsibilities

1. The client is responsible for any wiring that may be required as part of this installation.
2. The client will provide full access to its servers, network equipment, and workstations, which includes any user names and passwords needed to access them.
3. The client will make sure that sites have available rack space, power, cabling, and communication links before Cal Net engineers come on site.
4. The client will provide Cal Net Technology Group full access to its parking facility and offices for any onsite deployment work. If any specific security arrangements need to be made to provide Cal Net access to the building and the office suite, the client will inform Cal Net. The client will also make any necessary security arrangements to provide Cal Net access.
5. If proof of liability insurance is required, the client will inform Cal Net in advance so that appropriate documents can be requested from our insurer and presented to the client and/or the building management.
6. The client will provide adequate lighting and air conditioning inside its offices while Cal Net is onsite performing the work. If building air conditioning is routinely shut off for any part of or the entire weekend, the client will inform Cal Net in advance. The client will also do its best to make arrangements with building management to provide air conditioning and adequate lighting during the deployment weekend.
7. Once the client has been informed and has agreed to a specific schedule for Statement of Work to be performed, the client must give Cal Net Technology Group at least 48 hours of notice, in the event that the client needs to postpone the services on the Statement of Work. In the event that the client does not give Cal Net Technology Group at least 48 hours

of notice, the client will still be charged and responsible for the payment of the amount of services previously scheduled.

8. The client will provide Cal Net an on-site contact to assist during the installation.
9. The client will provide the contact information for the designated person for the point of contact who will be available via phone to Cal Net for questions and emergencies in the event that any should arise throughout the duration of the project.
10. The customer is responsible for backing up their servers before any server work is performed by Cal Net Technology.
11. Requests for support or other services beyond this Statement of Work require written approval by the client and acceptance by Cal Net Technology Group. This may result in additional costs.
12. If the project extends beyond the timeline specified in the project plan due to delays caused by parties other than Cal Net Technology and its subcontractors, additional charges may apply.
13. Engineering changes made by the client after project initiation may affect the agreed upon project schedule and will require a project review to determine the impact to scheduling and costs.

*** The quality of a VoIP call depends on many factors, including network traffic, LAN/WAN engineering (i.e.- setting up Quality of Service (QoS) across a network, and the type of CODEC'S being used (G.729a, G.711, etc.), and network carrier facilities. Business voice quality can be achieved with proper engineering and design. (QoS) cannot be guaranteed over the public Internet. Cal Net Technology will not be responsible for poor quality of voice if the client elects to utilize the Public Internet for VoIP applications.

SHORETEL SERVICES AGREEMENT

This ShoreTel Services Agreement ("Agreement") is entered into by and between City of Agoura Hills ("CLIENT"), and Cal Net Enterprises, Inc. doing business as Cal Net Technology Group, a California Corporation ("Company").

RECITALS:

WHEREAS, COMPANY and CLIENT have already entered into a Master Services Agreement ("MSA") pursuant to which CLIENT retained COMPANY for the purpose of providing certain services related to Network, Computer, and Telephony Support, Consulting, Implementation, Troubleshooting, Administration, and Management (defined in the MSA as the "Services");

WHEREAS, CLIENT wishes to retain COMPANY for the purpose of having COMPANY provide certain services related to "ShoreTel Services" (as defined herein); and

WHEREAS, COMPANY desires to provide such services to CLIENT in accordance with the terms and conditions of this Agreement (including the Attachments attached hereto, which are hereby incorporated by reference), and the terms and conditions of the MSA;

NOW, THEREFORE, the parties mutually agree as follows:

AGREEMENT:

1 Definitions:

Any capitalized terms in this Agreement not defined herein shall have the same meanings given such terms in the MSA.

- 1.1 "Monitoring" means the electronic probing of network-connected devices to gather status information and reporting this information to a central data repository.
- 1.2 "Alerting" means the electronic notification to COMPANY via email or other means of defined thresholds and events of monitored devices.
- 1.3 "Time and Materials Basis" means a charging for services rendered by COMPANY for or on behalf of CLIENT including, but not limited to, charges for overhead, general and administrative expenses, and profit in connection with (1) Direct labor hours at specified fixed hourly rates that include wages; and (2) Materials including, but not limited to, shipping and handling costs.

2 Select ShoreTel Services:

The following ShoreTel Services are being offered to CLIENT under this Agreement:

- 1.1 ShoreTel Silver Support Services (Described in Support Option A)
- 1.2 ShoreTel Gold Support Services (Described in Support Option B)
- 1.3 ShoreTel Platinum Support Services (Described in Support Option C)

Not all of the above listed Attachments will be subscribed for by CLIENT. Although each of the above listed Services has been offered to CLIENT, CLIENT has selected (and will only be provided) those Services described in the Attachments *actually attached hereto*. Any Services described in the Attachments that are not requested by CLIENT, will not be provided to CLIENT and the Attachment describing such Services will not be attached hereto.

3 Monthly Services Engagement Fees; Payment Terms on Services:

Fees for ShoreTel Support Services provided by COMPANY in a given month will be billed to CLIENT at the end of the given month and must be paid in full within 30 days of the date of invoice. Any additional fees for the actual hours or usage provided to CLIENT in a given month (i.e. fees incurred above and beyond the fees specified in any of the Attachments) will be billed to CLIENT at the end of the given month and must be paid in full within 30 days of the date of invoice.

For ShoreTel Services to commence, a **Down-Payment** down-payment of the fees for the term of the Agreement is due prior to the beginning of service. Certain "Hourly Rates" described in Section 4 of the MSA may apply to this Agreement and the Attachments hereto.

4 Term & Termination:

The term of this Agreement shall be for **One Year (1)**. The Initial Term shall automatically renew for additional **One Year (1)** period (each, a "Renewal Term") unless either party gives the other party notice of its intention not to renew this Agreement within thirty (30) days of the end of the Initial Term or the then current Renewal Term. CLIENT may terminate this Agreement for any reason, with or without cause, provided that upon such termination CLIENT shall be responsible for all remaining fees that would be due under the Initial Term or the then current Renewal Term. CLIENT shall also owe COMPANY for all Time and Materials Basis work performed and services provided to CLIENT as of the termination date. COMPANY may terminate this Agreement at any time, with or without cause, upon 30 day written notice to CLIENT, provided that COMPANY shall not seek to collect any additional fees from CLIENT for this Agreement upon termination.

5 Ownership of Equipment:

In connection with providing the Services hereunder and in order to provide services remotely, COMPANY may co-locate one of its servers (and

possibly other equipment and/or software) with the servers and equipment owned by CLIENT. Both parties agree and acknowledge that CLIENT owns all right, title, and interest in and to its servers, software, and other equipment and COMPANY owns all right, title, and interest in and to COMPANY'S servers, software, and equipment. Upon termination of this Agreement, COMPANY'S servers, software, and equipment shall be immediately returned to COMPANY.

6 Master Services Agreement:

All of the terms and conditions of the Master Services Agreement are hereby incorporated herein by reference. If there is a conflict between any of the terms and conditions of this Agreement and those of the MSA, the terms and conditions of this Agreement shall prevail; provided, however, that Sections 7 (Limited Warranty; Disclaimers), Section 8 (Limited Liability), Section 9 (Non-Solicitation of COMPANY Employees; "No Hire" Restrictive Covenant), Section 10 (Confidentiality), and Section 11 (Miscellaneous) of the MSA shall always remain in full force and effect during the term hereof.

7 Survival of Obligations:

The following obligations will survive termination of this Agreement for any reason: The obligations relating to Section 3, (Relating to Payment Obligations); Section 5 (Ownership of Equipment); any of the payment obligations described in the Attachments attached hereto, and Section 6 (Master Services Agreement).

Support Option A - Silver ShoreTel Support Services

THIS ATTACHMENT SETS FORTH THE TERMS AND CONDITIONS UNDER WHICH COMPANY AGREES TO PROVIDE SUPPORT SERVICES FOR CLIENT IN CONNECTION WITH THE SHORETEL IP VOICE COMMUNICATION SYSTEM.

1 Overview

1.1 Supported Items. Under this ShoreTel Support Agreement, CLIENT is entitled to the following:

- i. **Next Business Day Hardware Replacement** on all covered equipment (Further described in section 2 below).
- ii. **Monitoring and Alerting:** COMPANY will monitor the ShoreTel servers and switches. When an alert is generated, COMPANY will notify CLIENT of the issue during normal business hours and recommend an appropriate course of action.
- iii. **ShoreTel Software Upgrades:** No cost access to ShoreTel software upgrades during the support contract. (Further described in section 3 below).

1.2 Non-Supported Items. The ShoreTel support agreement DOES NOT cover the following items:

- i. **Technical Support:** This contract does not include any labor services from COMPANY. All labor performed will be billed at the rates specified in your Master Services Agreement.
- ii. **Installation of ShoreTel Software Upgrades** (COMPANY may be retained on an hourly basis to install ShoreTel software upgrades)
- iii. **Moves, Adds, and Changes:** COMPANY does not cover equipment moves, ShoreTel administrative tasks such as creating new users, making changes to existing users, changing groups, or other call routing changes as part of this Support Agreement.
- iv. **Third Party Related Issues:** Coverage of repair in the event that a 3rd party vendor or application causes a problem with the ShoreTel phone system; In the event that product issues assigned to COMPANY are ultimately defined as 3rd party issues, the CLIENT may be charged an hourly rate (Rate specified in the CLIENT'S Master Services Agreement.) for COMPANY'S efforts.
- v. **On-site Support:** If onsite assistance is required, it will be billed at your hourly rate defined in the Master Services Agreement.

2 ShoreTel Hardware Support

1.1 ShoreGear Switch hardware support includes the advanced exchange overnight replacement of failed units. Requests for overnight replacements must be received by the manufacturer no later than 2:00PM Pacific Time. For International Deployments, unless otherwise agreed to in writing and signed by COMPANY and CLIENT, Hardware Maintenance Advanced Exchange Service shall be delivery via reasonable efforts utilizing the most expedient shipping method available at the time the part replacement is requested by CLIENT. Labor to troubleshoot and replace the device will be billed at your normal rates as specified in the MSA agreement.

1.2 If CLIENT purchases the optional hardware support for ShorePhone IP Telephones:

ShorePhone IP Telephone hardware support includes advanced exchange replacement of failed units covered under the Support Agreement. Replacement delivery is via ground delivery service. Requests for expedited replacements may be made and will be subject to an expedite fee. Requests for overnight replacements must be received by the manufacturer no later than 2:00PM Pacific Time. For International Deployments, unless otherwise agreed to in writing and signed by COMPANY and CLIENT, Hardware Maintenance Advanced Exchange Service shall be delivery via reasonable efforts utilizing the most expedient shipping method available at the time the part replacement is requested by CLIENT.

1.3 The process to RMA ShorePhones is as follows:

- i. Test the phone by plugging it into a switch port of a phone that is known to be working
- ii. Provide COMPANY with the ShoreTel model #, MAC address, and color of each phone
- iii. COMPANY will then submit the RMA to ShoreTel and the new phone(s) will be shipped to the CLIENT to swap out. Client is responsible for returning the defective unit to ShoreTel. If the defective unit is not returned to ShoreTel, client will be billed the replacement value.

3 Software Updates and New Releases.

- 1.1 CLIENTs may receive new software releases and applicable software maintenance updates during the term of the agreement. **Installation of such software releases and updates is not included as part of Support and is the responsibility of the CLIENT.** Software support does not entitle the CLIENT to new software that is designed to add additional applications or to provide functions that were not included in the software originally licensed. Such new software may be licensed separately from COMPANY.

Support Option B - Gold ShoreTel Support Services

THIS ATTACHMENT SETS FORTH THE TERMS AND CONDITIONS UNDER WHICH COMPANY AGREES TO PROVIDE SUPPORT SERVICES FOR CLIENT IN CONNECTION WITH THE SHORETEL IP VOICE COMMUNICATION SYSTEM.

1 Overview

- 1.1 **Supported Items.** Under this ShoreTel Support Agreement, CLIENT is entitled to the following:
- i. **Next Business Day Hardware Replacement** on all covered equipment (Further described in section 2 below).
 - ii. **Monitoring and Alerting:** COMPANY will monitor the ShoreTel servers and switches. When an alert is generated, COMPANY will automatically begin remotely troubleshooting all ShoreTel issues, during normal business hours.
 - iii. **ShoreTel Software Upgrades:** No cost access to ShoreTel software upgrades during the support contract. (Further described in section 3 below).
 - iv. **Remote Support** for issues related to the ShoreTel system (only designated contacts may call COMPANY)
- 1.2 **Non-Supported Items.** The ShoreTel support agreement DOES NOT cover the following items:
- i. **Moves, Adds, and Changes:** COMPANY does not cover equipment moves, ShoreTel administrative tasks such as creating new users, making changes to existing users, changing groups, or other call routing changes as part of this Support Agreement.
 - ii. **On-site Support:** If onsite assistance is required, it will be billed at your hourly rate defined Master Services Agreement.
 - iii. **After-Hours Support:** Non critical issues (i.e. non-“emergency situations” as defined in the Master Services Agreement) will be resolved during normal business hours. Emergency situations will be responded to remotely within 4 business hours at no additional charge. CLIENT will be contacted if an on-site visit is required for remediation.
 - iv. **Third Party Related Issues:** Coverage of repair in the event that a 3rd party vendor or application causes a problem with the ShoreTel phone system; In the event that product issues assigned to COMPANY are ultimately defined as 3rd party issues, the CLIENT may be charged an hourly rate (Rate specified in the CLIENT’S Master Services Agreement.) for COMPANY’s efforts.

2 ShoreTel Hardware Support

- 1.1 **ShoreGear Switch** hardware support includes the advanced exchange overnight replacement of failed units. Requests for overnight replacements must be received by the manufacturer no later than 2:00PM Pacific Time. For International Deployments, unless otherwise agreed to in writing and signed by COMPANY and CLIENT, Hardware Maintenance Advanced Exchange Service shall be delivery via reasonable efforts utilizing the most expedient shipping method available at the time the part replacement is requested by CLIENT.
- 1.2 **If CLIENT purchases the optional hardware support for ShorePhone IP Telephones:** ShorePhone IP Telephone hardware support includes advanced exchange replacement of failed units covered under the Support Agreement. Replacement delivery is via ground delivery service. Requests for expedited replacements may be made and will be subject to an expedite fee. Requests for overnight replacements must be received by the manufacturer no later than 2:00PM Pacific Time. For International Deployments, unless otherwise agreed to in writing and signed by COMPANY and CLIENT, Hardware Maintenance Advanced Exchange Service shall be delivery via reasonable efforts utilizing the most expedient shipping method available at the time the part replacement is requested by CLIENT.
- 1.3 The process to RMA ShorePhones is as follows:
- i. Test the phone by plugging it into a switch port of a phone that is known to be working
 - ii. Provide COMPANY with the ShoreTel model #, MAC address, and color of each phone
 - iii. COMPANY will then submit the RMA to ShoreTel and the new phone(s) will be shipped to the CLIENT to swap out. Client is responsible for returning the defective unit to ShoreTel. If the defective unit is not returned to ShoreTel, client will be billed the replacement value.

3 Software Updates and New Releases

CLIENTs may receive new software releases and applicable software maintenance updates during the term of the agreement. **Installation of such software releases and updates is not included as part of Support and is the responsibility of the CLIENT.** Software support does not entitle the CLIENT to new software that is designed to add additional applications or to provide functions that were not included in the software originally licensed. Such new software may be licensed separately from COMPANY.

Support Option C - Platinum ShoreTel Support Services

THIS ATTACHMENT SETS FORTH THE TERMS AND CONDITIONS UNDER WHICH COMPANY AGREES TO PROVIDE SUPPORT SERVICES FOR CLIENT IN CONNECTION WITH THE SHORETEL IP VOICE COMMUNICATION SYSTEM.

1 Overview

1.1 Supported Items. Under this ShoreTel Support Agreement, CLIENT is entitled to the following:

- i. **Next Business Day Hardware Replacement** on all covered equipment (Further described in section 2 below).
- ii. **Monitoring and Alerting:** COMPANY will monitor the ShoreTel servers and switches. When an alert is generated, COMPANY will automatically begin remotely troubleshooting all ShoreTel issues, during normal business hours.
- iii. **ShoreTel System Upgrade:** COMPANY will perform up to two ShoreTel System upgrades per year during the support contract (Further described in section 3 below).
- iv. **Technical Support** (Remote & Onsite) for issues related to the ShoreTel system (only designated contacts may call COMPANY)
- v. **Moves, Adds, and Changes:** ShoreTel administrative tasks such as creating new users, making changes to existing users, changing groups, or other call routing changes are covered as part of this agreement. COMPANY does not cover physical equipment moves.
- vi. **After-Hours Support:** Non critical issues (i.e. non-“emergency situations” as defined in the Master Services Agreement) will be resolved during normal business hours. Emergency situations will be responded to remotely within 4 business hours at no additional charge. CLIENT will be contacted if an on-site visit is required for remediation.

1.2 Non-Supported Items. The ShoreTel support agreement DOES NOT cover the following items:

- i. **Third Party Related Issues:** Coverage of repair in the event that a 3rd party vendor or application causes a problem with the ShoreTel phone system is outside of this agreement. In the event that product issues assigned to COMPANY are ultimately defined as 3rd party issues, the CLIENT may be charged an hourly rate (Rate specified in the CLIENT’s Master Services Agreement.) for COMPANY’s efforts.

2 ShoreTel Hardware Support

1.1 **ShoreGear Switch** hardware support includes the advanced exchange overnight replacement of failed units. Requests for overnight replacements must be received by the manufacturer no later than 2:00PM Pacific Time. For International Deployments, unless otherwise agreed to in writing and signed by COMPANY and CLIENT, Hardware Maintenance Advanced Exchange Service shall be delivery via reasonable efforts utilizing the most expedient shipping method available at the time the part replacement is requested by CLIENT.

1.2 **If CLIENT purchases the optional hardware support for ShorePhone IP Telephones:** ShorePhone IP Telephone hardware support includes advanced exchange replacement of failed units covered under the Support Agreement. Replacement delivery is via ground delivery service. Requests for expedited replacements may be made and will be subject to an expedite fee. Requests for overnight replacements must be received by the manufacturer no later than 2:00PM Pacific Time. For International Deployments, unless otherwise agreed to in writing and signed by COMPANY and CLIENT, Hardware Maintenance Advanced Exchange Service shall be delivery via reasonable efforts utilizing the most expedient shipping method available at the time the part replacement is requested by CLIENT.

1.3 The process to RMA ShorePhones is as follows:

- i. Test the phone by plugging it into a switch port of a phone that is known to be working
- ii. Provide COMPANY with the ShoreTel model #, MAC address, and color of each phone
- iii. COMPANY will then submit the RMA to ShoreTel and the new phone(s) will be shipped to the CLIENT to swap out. Client is responsible for returning the defective unit to ShoreTel. If the defective unit is not returned to ShoreTel, client will be billed the replacement value.

3 Software Updates and New Releases.

1.1 CLIENTs may receive new software releases and applicable software maintenance updates during the term of the agreement. COMPANY will perform two ShoreTel System Upgrades per contract year, at CLIENT’S request. **CLIENT will be responsible for upgrading the ShoreTel Communicator client software.** Software support does not entitle the CLIENT to new software that is designed to add additional applications or to provide functions that were not included in the software originally licensed. Such new software may be licensed separately from COMPANY.

PROJECT SERVICES AGREEMENT

This Project Services Agreement ("Agreement") is entered into by and between City of Agoura Hills ("CLIENT"), and Cal Net Enterprises, Inc. doing business as Cal Net Technology Group, a California Corporation ("Company").

RECITALS:

WHEREAS, COMPANY and CLIENT have already entered into a Master Services Agreement ("MSA") pursuant to which CLIENT retained COMPANY for the purpose of providing certain services related to Network and Computer Support, Consulting, Implementation, Troubleshooting, Administration, and Management (defined in the MSA as the "Services");

WHEREAS, pursuant to this Agreement, CLIENT wishes to retain COMPANY for the purpose of having COMPANY provide services related to I.T. consulting services, network cabling services, and/or computer and phone system implementation services; and

WHEREAS, COMPANY desires to provide such services to CLIENT in accordance with the terms and conditions hereof and the terms and conditions of the MSA.

NOW, THEREFORE, the parties mutually agree as follows:

AGREEMENT:

1. DEFINITIONS.

- 1.1. "Project Fee(s)" means the fee or fees to be paid by CLIENT to COMPANY as set forth in the Statement of Work.
- 1.2. "Project Services" means the computer and network planning, consulting, implementation and/or network cabling services to be provided by COMPANY to CLIENT as described in the Statement of Work.
- 1.3. "Statement of Work" means the document labeled as Schedule A, attached to and made part of this Agreement, which describes the Project Services to be performed by COMPANY.

2. COMPANY'S OBLIGATIONS.

- 2.1. Project Services. COMPANY agrees to provide the Project Services to CLIENT in accordance with the Statement of Work, and which may be amended from time to time by mutual agreement of the parties (per section 5.2).

3. CLIENT'S OBLIGATIONS.

- 3.1. Programs, Data, Documentation, Personnel & Premises. CLIENT agrees to make available to COMPANY, upon reasonable notice, computer programs, passwords, data, documentation, and access to personnel and premises, engineering plans, blueprints, and architectural plans regarding the network and/or premises, information related to building systems, equipment and design related to the premises, and construction history of the premises, required by COMPANY to complete the Project Services.
- 3.2. Equipment and Office Facilities. To the extent that the Project Services are to be performed on CLIENT'S premises, CLIENT agrees to provide COMPANY with the equipment and office facilities necessary for performance of the Project Services.
- 3.3. Project Services. COMPANY agrees to provide the Project Services to CLIENT in accordance with the Statement of Work, and which may be amended from time to time by mutual agreement of the parties (per section 5.2).

4. PAYMENT

Payment for Project Services. The total fees for Project Services (which may include both ESTIMATED and FIXED fees depending on the Services subscribed for hereunder) are \$13,602.50. CLIENT agrees to pay COMPANY a down payment for 50% of the Project Services in the amount of \$6,801.25, on or before the first day that COMPANY begins providing the Project Services for CLIENT. The remainder of the fees will be due within 15 days of the date of the Job Completion Agreement (per section 5.5).

Payment for Hardware and/or Software. The total estimated fees for Hardware and/or Software are \$31,333.64. CLIENT agrees to pay COMPANY a down payment for 100% of the Hardware and/or Software in the amount of \$31,333.64, (inclusive of tax and shipping to COMPANY'S location) after the Hardware and/or Software is procured for CLIENT. Any additional Hardware and/or Software necessary to complete the Statement of Work will be procured and billed to CLIENT with CLIENT'S consent. In some instances there will be shipping/handling charges from COMPANY'S location to CLIENT'S location billed separately.

Project Services Fees May Be ESTIMATED and/or FIXED.

- 4.1. **Computer and Network Planning, Consulting, & Implementation.** The Project Services listed in the Statement of Work in connection with computer and network planning, consulting, and implementation are an estimate made by the COMPANY based on the number of hours that COMPANY feels are necessary in order to complete the scope of the work described in the Statement of Work. However, if the actual number of hours required to complete the scope of the work described in the Statement of Work exceed the estimated hours, then CLIENT must pay for such additional hours on a time and materials basis in addition to the Project Fees. Any such fees shall be due within thirty (30) business days upon receipt of the invoices for such work.
- 4.2. **Network Cabling.** Any services provided by COMPANY to CLIENT listed in the Statement of Work in connection with network cabling services will be performed on a "fixed fee" basis.
- 4.3. **Payment for Additional Services.** Any services provided by COMPANY to CLIENT in addition to the Project Services described in the Statement of Work, including but not limited to troubleshooting or maintenance, shall be paid for by CLIENT in addition to the Project Fees and billed separately from the Project Fees. Payment for these additional services shall be within 30 days of receipt of the invoices for such additional services.

5. STATEMENT OF WORK, AMENDMENT TO STATEMENT OF WORK, POSTPONEMENT NOTICE, JOB COMPLETION ACKNOWLEDGEMENT.

- 5.1. **Statement of Work.** The Project Services to be provided pursuant to this Agreement are set forth in the Statement of Work attached as Exhibit A.
- 5.2. **Amendments to Statement of Work.** Any and all additions, deletions, or modifications to the Statement of Work will be set forth in writing on an Amendment to the Statement of Work ("Amendment") and must be executed by both parties in order to be a binding amendment. If the Amendment changes the scope of work related to any of the Project Services, the ESTIMATED and/or FIXED fees for such services shall be modified accordingly.
- 5.3. **48 Hour Postponement Notice.** Once CLIENT has been informed and has agreed to a specific schedule for Statement of Work to be performed, CLIENT must give COMPANY at least 48 hours notice in the event that CLIENT needs to postpone the services on the Statement of Work. In the event that CLIENT does not give COMPANY at least 48 hours notice, CLIENT will still be charged and responsible for the payment of the amount of services previously scheduled.
- 5.4. **Payment in the event of Delay of Project by CLIENT.** In the event that CLIENT delays this Project for 10 business days for any reason outside of COMPANY'S control, COMPANY may invoice CLIENT for any billable hours that exceed the initial deposit, which invoice shall be due within 30 days upon receipt. Once Project commences again and is completed, the aforementioned payment of invoice will be applied to the final Project bill.

5.5. Job Completion Acknowledgment. Upon completion of the Project Services described in the Statement of Work, CLIENT will sign a Job Completion Acknowledgement to acknowledge the completion and satisfaction of the Project Services, the Statement of Work, and this Agreement. If after five (5) business days of receiving the Job Completion Acknowledgement there have been no significant issues reported by CLIENT to COMPANY via telephone or facsimile, and CLIENT has not signed and returned said Job Completion Agreement, an "Auto Acknowledgement" will occur whereby the Project Services, the Statement of Work, and this Agreement will have automatically be deemed completed by CLIENT, and any outstanding monies owed to COMPANY by CLIENT will be due per this Agreement. Any additional services performed after either the Job Completion Acknowledgement or Auto Acknowledgement has been rendered by CLIENT will be billed to CLIENT on a "time and materials" basis, unless otherwise agreed upon by both parties.

6. MASTER SERVICES AGREEMENT

All of the terms and conditions of the Master Services Agreement are hereby incorporated herein by reference. If there is a conflict between any of the terms and conditions of this Agreement and those of the MSA, the terms and conditions of this Agreement shall prevail; provided, however, that Sections 7 (Limited Warranty; Disclaimers), Section 8 (Limited Liability), Section 9 (Non-Solicitation of COMPANY Employees; "No Hire" Restrictive Covenant), Section 10 (Confidentiality), and Section 11 (Miscellaneous) of the MSA shall always remain in full force and effect during the term hereof.

7. GENERAL

- 7.1. **Entire Agreement:** This Agreement and the Master Services Agreement, along with the Exhibit attached and incorporated into this Agreement constitutes the final and complete understanding between the parties, and replaces and supersedes all previous oral or written agreements, understandings, or arrangements between the parties with respect to the subject matter of this Agreement. This Agreement may not be modified or amended except in a writing signed by each entity or party to this Agreement.
- 7.2. **Severability:** In case any provision of the Agreement is held to be invalid, unenforceable, or illegal, that provision shall be severed from this Agreement, and such invalidity, unenforceability, or illegality will not affect any other provisions of this Agreement.
- 7.3. **Effective Date:** The effective date of this Agreement is 02/11/2014.
- 7.4. **Survival of Obligations.** The following obligations will survive termination of this Agreement for any reason: The obligations relating to Section 4 (Payment); Section 6 (Master Services Agreement) and Section 7 (General).

Signature

Date

Printed Name

Title