RESOLUTION NO. 788

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF UNIVERSITY PLACE RATIFYING THE CITY'S CONTRACT WITH CERIUM FOR EMERGENCY REPLACEMENT OF THE CITY'S TELEPHONE SYSTEM

WHEREAS, a need to replace the City's obsolete and frail landline telephone system was identified and included in the approved carry forwards in the City's budget to be implemented in 2015; and

WHEREAS, the approved budget includes \$50,000.00 for a new phone system and \$18,000.00 for necessary network upgrades to accommodate the new phone system for a total budget of \$68,000.00; and

WHEREAS, earlier this year, in accordance with State law, the City issued a competitive Request for Proposals for both the new phone system and network upgrades. After thoroughly evaluating the responses, the administration selected Cerium as the recommended proposer, and began to finalize a contract with that vendor, within the approved budget amount; and

WHEREAS, on August 12, 2015, as the contract with Cerium was being finalized, a lightning strike severely damaged the City's existing phone system, resulting initially in a total loss of landline service; and

WHEREAS, the administration made an assessment of the City's options. To attempt to immediately restore the existing phone system would cost at least \$10,000.00, which would essentially be wasted when we anticipated the new system to be implemented in approximately one month. In the alternative, the City could treat the outage, legitimately, as an emergency and immediately go to implementation of the Cerium system; and

WHEREAS, at that time the next Council meeting was not scheduled until September 8th (the August 17th meeting was not scheduled until after the emergency occurred), and in order to begin to restore landline service Cerium needed to start implementation immediately; and

WHEREAS, in order to avoid an unnecessary expenditure of at least \$10,000.00, the administration chose to designate this implementation as an emergency and proceed on a provisional basis with Cerium. Over the next five days, Cerium began to implement its system and incrementally restore the City's telephone service; and

WHEREAS, the final contract sum with Cerium for the phone system and network upgrades is \$51,915.17, well within the \$68,000.00 budget and by acting on an emergency basis the City saved the unnecessary expenditure of at least \$10,000.00 to temporarily restore the obsolete system; and

WHEREAS, while the U.P. Municipal Code gives the City Manager emergency contract authority, such emergency contracts must be ratified by the City Council.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF UNIVERSITY PLACE, WASHINGTON, AS FOLLOWS:

- 1. <u>Incorporation</u>. The recitals are hereby incorporated herein as if set forth in full.
- 2. <u>Contract with Cerium Ratified</u>. The Contract with Cerium to replace the City's telephone system and for the necessary network upgrades is hereby ratified.
- 3. <u>Effective Date</u>. This Resolution shall be effective immediately upon adoption by the City Council.

ADOPTED BY THE CITY COUNCIL ON SEPTEMBER 8, 2015.

Denise McCluskey, Mayor

ATTEST:

Emelita Genetia, City Clerk

APPROVED AS TO FORM:

Steve Victor, City Attorney

PROFESSIONAL SERVICES AGREEMENT

This Agreement ("Agreement") is dated effective this 19th day of August, 2015. The parties ("Parties") to this Agreement are the City of University Place, a Washington municipal corporation ("City"), and Cerium Express, LLC, ("Contractor").

- A. The City seeks the temporary professional services of a skilled independent contractor capable of working without direct supervision in the capacity of a Telephone Systems contractor, who is experienced in the design, installation and support of business grade telephone systems and is familiar with the City's municipal code, resolutions, regulations and policies.
- B. The Contractor has the requisite skill and experience necessary to provide such services.

NOW, THEREFORE, the Parties agree to the following terms and conditions:

1. SERVICES.

- 1.1 The Contractor agrees to furnish all personnel, materials, and services and to otherwise do all things necessary for or incidental to the performance of the work set forth in Attachment "A" attached hereto and incorporated by this reference ("Services").
- 1.2 <u>Compliance With Laws</u>. All duties of the Contractor or designees shall be performed in accordance with all applicable federal and state laws and city ordinances as now existing or hereafter adopted or amended.
- 1.3 Control of Work. The Contractor shall control and direct the performance of the work. The City reserves the right to inspect, review and approve the work to assure that it has been completed as specified prior to payment.
- 1.4 <u>Performance Standard</u>. All duties by the Contractor or his designees shall be performed in a manner consistent with accepted practices for other similar services, performed to the City's satisfaction, within the time period prescribed by this Agreement and pursuant to the direction of the City Manager or designee.

2. TERM.

The term of this Agreement shall be August 20 through December 31, 2015. Thereafter, this Agreement shall automatically renew on January 1 of each calendar year unless either party provides a two-month written notice to terminate the Agreement.

Contractor: Cerium Express, LLC Service: Telephone Systems Install/Support Professional Services Agreement (Revised 5/2015)

3. TERMINATION.

During any term, this Agreement may be terminated, with or without cause by either Party, by giving thirty (30) days written notice to the other party.

4. **COMPENSATION.**

- 4.1 <u>Total Compensation</u>. In consideration of the Contractor performing the Services, the City agrees to pay an amount not to exceed \$51,915.17 which includes taxes, fees, and reimbursable expenses.
- 4.2 <u>Compensation Rates</u>. Compensation for Services shall be in accordance with the rates set forth in Attachment "A" attached hereto and incorporated by this reference.
- 4.3 <u>Method of Payment</u>. Payment by the City for the Services will only be made after:
 - a. The work has been performed and/or items provided and an itemized invoice has been submitted which describes the specific work performed and/or items provided, the name of the entity or person performing the work or providing the services or items, and the cost broken down by work, hourly rate, or item cost as applicable; and
 - b. The invoice has been submitted to and approved by the City representative who is managing the contract.
- 4.4 <u>Contractor Responsible for Taxes</u>. The Contractor shall be solely responsible for the payment of any taxes imposed by any lawful jurisdiction as a result of performance and payment under this Agreement.

5. REPRESENTATIONS.

The Contractor warrants that it has the requisite training, skill and experience necessary to provide the Services and is appropriately accredited and licensed by all applicable agencies and governmental entities.

The Contractor has a Business License from the City of University Place.

6. INDEPENDENT CONTRACTOR.

Contractor: Cerium Express, LLC

Service: Telephone Systems Install/Support

Professional Services Agreement (Revised 5/2015) It is the intention and understanding of the Parties that the Contractor shall be an independent contractor. The Contractor or his or her employees or agents performing under this Agreement are not employees or agents of the City. The Contractor will not hold himself or herself out as nor claim to be an officer or employee of the City. The Contractor will not make any claim of right, privilege, or benefit which would accrue to an employee under law. The City shall neither be liable for nor obligated to pay sick leave, vacation pay or any other benefit of employment, nor to pay any social security or other tax which may arise as an incident of employment. The Contractor shall pay all income and other taxes as due. Industrial or any other insurance which is purchased for the benefit of the Contractor shall not be deemed to convert this Agreement to an employment contract.

It is recognized that the Contractor may or will be performing professional services during the term for other parties and that the City is not the exclusive user of the Contractor's services; provided, however, that the performance of other professional services shall not conflict with or interfere with the Contractor's ability to perform the Services. The Contractor agrees to resolve any conflict in favor of the City.

7. <u>INDEMNIFICATION</u>.

Contractor Indemnification. The Contractor agrees to indemnify and hold the City, its elected officials, officers, employees, agents, and volunteers harmless from any and all claims, demands, losses, actions and liabilities (including costs and all attorney fees) to or by any and all persons or entities, including, without limitation, their respective agents, licensees, or representatives, arising from, resulting from, or connected with this Agreement to the extent caused by the negligent acts, errors or omissions of the Contractor, its partners, shareholders, agents, employees, or by the Contractor's breach of this Agreement.

8. INSURANCE.

The Contractor shall purchase and maintain the following insurance during the course of the agreement:

- 1. Automobile Liability with limits not less than one million (\$1,000,000.00) combined single limit.
- Commercial General Liability with limits not less than one million (\$1,000,000.00) per occurrence and one million (\$1,000,000.00) general aggregate.
- 3. Professional Liability with a limit of not less than one million (\$1,000,000.00) per claim.

The City shall be named as an additional insured on the Commercial General Liability insurance policy. The Contractor shall furnish a certificate or certificates of insurance

Contractor: Cerium Express, LLC

Service: Telephone Systems Install/Support

Professional Services Agreement (Revised 5/2015)

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to the City evidencing the required insurance before commencing any work. The Contractor shall give the City thirty (30) days' written notice of cancellation of any such policy(ies).

9. EQUAL OPPORTUNITY EMPLOYER.

The Contractor agrees to take all steps necessary to comply with all federal, state, and City laws and policies regarding non-discrimination and equal employment opportunities. The Contractor shall not discriminate in any employment action because of race, religion, color, national origin or ancestry, sex, gender identity, sexual orientation, age, marital status, familial status, or the presence of any sensory, mental or physical handicap. In the event of non-compliance by the Contractor with any of the non-discrimination provisions of this Contact, the City shall be deemed to have cause to terminate this Contract, in whole or in part.

10. CONFIDENTIALITY.

The Contractor agrees that all materials containing confidential information received pursuant to this Agreement shall not be disclosed without the City's express written consent. Contractor agrees to provide the City with immediate written notification of any person seeking disclosure of any confidential information obtained for the City.

11. WORK PRODUCT.

All work product, including records, files, documents, plans, computer disks, magnetic media or material which may be produced or modified by the Contractor while performing the Services shall belong to the City. Upon written notice by the City during the Term of this Agreement or upon the termination or cancellation of this Agreement, the Contractor shall deliver all copies of any such work product remaining in the possession of the Contractor to the City.

12. BOOKS AND RECORDS.

The Contractor agrees to maintain books, records, and documents that sufficiently and properly reflect all direct and indirect costs related to the performance of the Services and maintain such accounting procedures and practices as may be deemed necessary by the City to assure proper accounting of all funds paid pursuant to this Agreement. These records shall be subject, at all reasonable times, to inspection, review, or audit by the City, its authorized representative, the State Auditor, or other governmental officials authorized by law to monitor this Agreement.

13. NON-APPROPRIATION OF FUNDS.

If sufficient funds are not appropriated or allocated for payment under this Agreement for any future fiscal period, the City will not be obligated to make payments for

Contractor: Cerium Express, LLC

Service: Telephone Systems Install/Support

Professional Services Agreement (Revised 5/2015)

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Services or amounts incurred after the end of the current fiscal period, and this Agreement will terminate upon completion of all remaining Services for which funds are allocated. No penalty or expense shall accrue to the City in the event this provision applies.

14. GENERAL PROVISIONS.

- 14.1 <u>Entire Agreement</u>. This Agreement contains all of the agreements of the Parties with respect to any matter covered or mentioned in this Agreement and no prior agreements shall be effective for any purpose.
- 14.2 <u>Modification</u>. No provisions of this Agreement may be amended or modified except by written agreement signed by the Parties.
- 14.3 <u>Full Force and Effect</u>. Any provision of this Agreement which is declared invalid or illegal shall in no way affect or invalidate any other provision hereof and such other provisions shall remain in full force and effect.
- 14.4 <u>Assignment</u>. Neither the Contractor nor the City shall have the right to transfer or assign, in whole or in part, any or all of its obligations and rights hereunder without the prior written consent of the other party.
- 14.5 <u>Successors in Interest</u>. Subject to the foregoing Subsection, the rights and obligations of the Parties shall inure to the benefit of and be binding upon their respective successors in interest, heirs and assigns.
- 14.6 No Waiver. Failure or delay of the City to declare any breach or default immediately upon occurrence shall not waive such breach or default. Failure of the City to declare one breach or default does not act as a waiver of the City's right to declare another breach or default.
- 14.7 Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Washington.
- 14.8 <u>Venue</u>. The venue for any dispute related to this Agreement or for any action to enforce any term of this Agreement shall be Pierce County, Washington.
- 14.9 <u>Authority</u>. Each individual executing this Agreement on behalf of the City and the Contractor represents and warrants that such individuals are duly authorized to execute and deliver this Agreement on behalf of the Contractor or the City.
- 14.10 <u>Notices</u>. Any notices required to be given by the Parties shall be delivered at the addresses set forth below. Any notices may be delivered personally or may be deposited in the United States mail, postage prepaid, to the address set forth below. Any notice so posted in the United States mail shall be deemed received three (3) days after the date of mailing.

Contractor: Cerium Express, LLC

Service: Telephone Systems Install/Support

Professional Services Agreement (Revised 5/2015)

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- 14.11 Performance. Time is of the essence of this Agreement in each and all of its provisions in which performance is a factor.
- 14.12 Remedies Cumulative. Any remedies provided for under the terms of this Agreement are not intended to be exclusive, but shall be cumulative with all other remedies available to the City at law or in equity.
- 14.13 Counterparts. This Agreement may be executed in any number of counter-parts, which counterparts shall collectively constitute the entire Agreement.

Executed on the dates written below.	
CONTRACTOR	CITY OF UNIVERSITY PLACE
By: Printed Name: When Tourism Title: VP Address: 1636 W 134 Aug Date: 8 /20/15	Printed Name: Stephen P. Sugg Title: Chy Managen Address: 3715 Bridgeport Way W. University Place, WA 98466-4456 Date: 8/19/15 Approved as to form:

Contractor: Cerium Express, LLC

Service: Telephone Systems Install/Support

Professional Services Agreement (Revised 5/2015)

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Cerium Express, LLC

19115 68th South, Suite H108 Kent, WA 98032

8/18/2015

This SALES AND SUPPORT AGREEMENT is made between Cerlum Express, LLC (hereinafter referred to as "Cerium Express"), at 19115 68th Avenue South, Suite H108, Kent, WA 98032 and:

Company Name:

City of University Place

3715 Bridgeport Way West University Place, WA 98466

3715 Bridgeport Way West University Place, WA 98466

Install Site:

City of University Place hereby places its order with Cerium Express for furnishing all the materials and performing all the labor necessary for the completion of the communications equipment ("Equipment"), as described below and / or as detailed in the Equipment List, Schedule "A" and "B".

See Schedule A&B For Detailed Listing of Equipment and Services Equipment Description: The purchase price for the equipment is \$47,454.45 plus applicable taxes.

PURCHASE - the customer shall purchase the Equipment from Cerium Express and shall pay Cerium Express for the Equipment purchase price stated above (the "Purchase Price"), plus applicable taxes. Cerium Express shall assume

responsibility for payment of the sales tax after it has been paid by the Customer to Cerium Express.

Purchase Method and Payment Terms

The Purchase Price shall be paid as follows:	Price		Tax	Totals
(i) Net 30 days upon receipt of equipment.	\$32,057.36	+	\$3,013.39	\$35,070.75
(ii) Net 30 days upon receipt of installation.	\$15,397.09	+	\$1,447.33	\$16844.42

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Cerium Express is hereby authorized by City of University Place to order the material and commence with the installation of the Equipment.

Terms & Conditions

1. Time of Performance

- a) Cerium Express shall complete the installation services in accordance with the SOW. Cerium Express shall perform its standard acceptance testing on the installed Equipment and the Customer agrees to monitor said testing. Upon successful completion thereof Cerium Express shall notify Customer that the Equipment has been installed and operates in accordance with applicable test and performance specifications and shall present the Customer Cutover Approval form to Customer. The date of such notification shall be the installation completion date. Upon execution by the Customer of such form and payments on page one of this agreement, Cerium Express shall cutover the Equipment for the Customers use.
- b) The installation completion date and any other performance by Cerium Express or its subcontractors hereunder, whether the Equipment is purchased or leased shall be subject to delays caused by act of god, war, riot, fire, explosion, accident, flood, sabotage, inability to obtain fuel or power, government laws, regulations, or orders, acts or inaction of the Customer, or any other cause beyond the reasonable control of Cerium Express, or labor trouble, strike or lockout. In the event of any delay, the dates set forth herein and the times for performance will be extended accordingly for additional periods of time to cover such periods of delay.
- c) Whether the Equipment is purchased or leased, Cerium Express shall use its best efforts to make timely delivery and installation. Cerium Express shall not be required to commence installation of the Equipment until the Customers credit has been approved by an officer of Cerium Express. Cerium Express shall have the right to terminate this Agreement, in its sole discretion, based upon its credit review.

2. Interconnection with Utilities Facilities

Cerium Express services shall be limited to the installation of the Equipment on the subscriber side of the equipment furnished by the local utility connecting to the said utilities telephone system. Cerium Express shall not be responsible in the event the utility fails to timely make available interconnect services nor shall Cerium Express be obligated to pay the interconnect tariff or other charges of the utility with respect to such services.

Equipment

City of University Place - IP Office System

Part #	QTY	Description
273900	52	IP OFFICE R9+ AVAYA IP ENDPOINT 1 PLDS LIC:CU
273921	8	IP OFFICE R9+ IP500 T1 ADD 2 CHANNEL PLDS LIC:CU
306961	1	R620 SERVER IP OFFICE SERVER EDITION PRIMARY
339216	2	IP OFFICE R9.1 SERVER EDITION PLDS LIC:DS
382753	10	IP OFFICE R9.1 POWER USER 1 PLDS LIC:CU
405362641	1	POWER CORD USA
700213440	1	IP OFFICE ISDN CABLE RJ45/RJ45 3M RED



700289770	1	POWER CORD 18AWG 10 Amp AC US/NORTH AMERICA
700417231	1	IP OFFICE IP500 EXTENSION CARD PHONE 8
700417439	1	IP OFFICE IP500 TRUNK CARD PRIMARY RATE UNIVERSAL SINGLE
700429202	1	IP OFFICE IP500 RACK MOUNTING KIT
700476005	1	IP OFFICE 500 VERSION 2 CONTROL UNIT
700479710	1	IP OFFICE IP500 V2 SYSTEM SD CARD MU-LAW
700480643	1	BUTTON MODULE 12 BUTTON
700501538	2	AVAYA B100 SERIES MEMORY CARD 2GB
700504031	1	IP OFFICE MEDIA CARD VOICE CODING MODULE 32 V2
700504740	2	AVAYA B179 SIP CONFERENCE PHONE POE ONLY NO AC POWER
700505424	50	IP TELEPHONE 9608G GREY GIGABIT ETHERNET
271636T	1	IPO RTS 8X5 APR NBD - 360G7 1YPP
271635T	1	IPO RTS 8X5 APR NBD - 500 V2 1YPP
MS220-24P-HW	3	MERAKI MS220 CLOUD MANAGED 24 PORT
LIC-MS220-24- 5YR	3	MERAKI MS220-24 ENTERPRISE LICENSE - 5 YEAR LIC

(Includes all hardware, software, licensing, installation, cross connect work, minor materials, programming, labor, and 1 year 8X5 remote NBD technical support)



Schedule B: Implementation Statement of Work

ABOUT THIS SOW

This SOW outlines the services and deliverables that Cerium Express, LLC (hereafter referred to as Cerium Express) will provide to City of University Place (hereafter referred to as Customer) when implementing the product(s) as detailed below. In addition, this SOW outlines the roles and responsibilities of Cerium Express and Customer during the implementation and the key dependencies upon which this SOW is based.

During the implementation process, Cerium Express will work closely with the Customer on a consultative basis to optimize the success of the implementation. Any requested changes to this SOW that effect the pricing will be handled by a change order. All change orders will be pre-authorized by the customer. Change orders will not delay any amounts due from original contract unless specifically specified in the change order.

Provision of the services and deliverables in this SOW is designed to properly configure the product(s) according to manufacturer specifications. In addition, all work performed under this SOW will comply with manufacturer-recommended implementation procedures.

DESCRIPTION OF SERVICES AND DELIVERABLES

Outlined below is a complete description of all services that will be provided by Cerium Express. Certified engineers will perform all work according to established implementation procedures and guidelines. Prior to the completion of work, Cerium Express will perform standard test procedures to confirm operability of all equipment according to manufacturer-published specifications.

City of University Place (SYSTEM)

Cerium Express is installing an Avaya IP Office Server Edition Phone System with Meraki MS220 Managed Switches at City Hall located in University Place, WA.

As part of our installation, Cerium Express will decommission the legacy phone system and install an Avaya IP Server Edition in the server room located at City Hall. Additionally, Cerium will install and program (3) M\$220 Meraki 24 Port PoE switches at City Hall to power all Avaya 9608G IP phones and trunk back to the City's HP1910 ethernet switches at City Hall. Cerium will re-use all existing phone wires/cables provided by the City. Cerium will provide complete project management resources to oversee the implementation, staging, ordering of equipment, cut-over of new system and training of University Place staff to effectively use their new phone equipment.

Cerium will collect all necessary data, including all phone numbers, extensions, and dedicated numbers from City of University Place in order to program the phone system.

The Avaya IP Office Server Edition has been configured with a Dell R620 Server that will act as the primary server at City Hall. One IP500V2 gateway equipped with (1) PRI with 24 Channels, (1) 8 port analog card, (1) 32 voice coding module will also be installed at City Hall, where the current DS1 is located.

The system includes (52) IP endpoint licenses, (50) 9608G IP phones, (2) B179 SIP conference phones, each with a 2GB memory card for recording and (4) ports of VM Pro voicemail for auto/altendant and voicemail users. As part of our configuration (10) power user licenses have been included to be set up for OneX Portal at this time. Twinning needs to be configured for a certain number of users to be determined in a project meeting.



SCHEDULING

Cerium Express will schedule this project upon acceptance of this SOW defined herein. A kick-off meeting will be held with Cerium Express staff and a Customer designated representative. During this meeting, critical implementation milestones will be discussed and agreed upon. The assigned project manager is responsible for maintaining the project schedule.

PERFORMANCE OF WORK

Cerium Express will install the proposed product solution as listed in the Schedule of Equipment and Services. Implementation services will be performed in a good and workmanlike manner consistent with manufacturer-published specifications and practices.

Cut-Over

Implementation by Cerium Express shall include successful cutover of Avaya IP Office system. Both Cerium Express and Customer shall agree upon cutover dates for all systems with actual cutover being the in-service date whereas warranty and any maintenance coverage selected will begin.

SITE PREPARATION

The successful implementation of the proposed equipment is dependent on the assumptions and expectations of the site preparation activities listed below. This SOW assumes the Customer will undertake site preparations and meet network specifications as detailed below, and that the manufacturer's published environmental specifications will be met prior to the scheduled start of implementation. Cerium Express may at the request of Customer, provide many of these site preparation services. In this case, Cerium Express will open a change request on a separate ticket and if applicable, any impact on the implementation schedule and/or pricing will be communicated and authorized by Customer before continuing.

Site preparation activities include the following:

- Customer will work with Cerium Express to identify the location of the equipment to be placed in the
 communications room. Sufficient space will be provided for the physical installation of the equipment. To allow for
 serviceability access, there should be adequate space to the rear of equipment cabinet or rack and the wall.
- 2. Installation of cabling will be complete. This cabling will follow industry standard CAT 3, CAT 5e or CAT 6 requirements, for all cabling. Testing to ensure working condition of all installed cabling will be complete. A wired location will be clearly labeled and available for each telephone and be within a 6 foot distance from where the phone resides
- 3. In the event that there is an insufficient number of wiring runs to each location where it is essential that a device be connected, Customer will ensure that changes are made to the cable infrastructure to support the physical devices. No more than one computer may be on the cable run where a phone is to plug in to.

KEY DEPENDENCIES

The scope, pricing and successful completion of this statement of work is dependent on the key assumptions and expectations listed below. Please review these assumptions carefully and validate their accuracy. Should these assumptions and expectations require modification, Cerium Express will endeavor to accommodate such modifications by revising the SOW or issuing a Change Order that documents the requested change and, if applicable, any impact on pricing.

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DESIGNATED POINT OF CONTACT

The Customer will assign a designated single point of contact to work with Cerium Express for the duration of the implementation. The Customer will ensure that during the period of implementation, key personnel and resources will be available to work with Cerium Express. It is assumed that the assigned contact will have the authority to make decisions regarding implementation activities in a timely manner.

FACILITIES

The Customer will provide full access to all of their premises as needed by Cerium Express to perform its responsibilities under this SOW. Any refusal of access shall relieve Cerium Express of its performance obligations and the implementation schedule shall be revised to reflect the delay. The Customer will also provide a suitable work area for Cerium Express personnel.

GENERAL BUILDING SPECIFICATIONS

The Customer will be responsible for any additional costs that may be incurred for the supply and installation of any infrastructure required for the installation of cable as necessary for this implementation; this infrastructure includes but is not limited to conduits, floor ducts, overhead troughs, floor access, drilling holes, monuments, moving equipment and furniture, etc. It is assumed that any existing cable ducts, troughs and/or conduit have sufficient space remaining to install new cabling as required for this implementation.

POWER AND ENVIRONMENTAL

The Customer must adhere to the equipment manufacturer's published power and environmental specifications and conform to all local electrical code requirements. The Customer will provide power to purchased equipment via an adequate number of circuits provisioned according to the equipment manufacturer's specifications. The Customer will assume responsibility for the cost to supply and install any infrastructure required to accommodate these published power and environmental specifications. Installation of power conditioning/surge suppression devices for all equipment is highly recommended.

NETWORK SERVICES VERIFICATION & LIAISON

The Customer will assume responsibility for all Service Provider liaison activities, including the ordering and delivery coordination of Telephone services. The Customer will provide Cerium Express with accurate Service Provider records identifying all existing services and any new services that are being ordered, including the expected delivery date(s) of the new services. Cerium Express, the Service Provider and Customer will mutually agree the delivery date of new services, and this date will be documented as a milestone in the project schedule.

FLOOR PLANS

The Customer will provide Cerium Express with a copy of current floor plans that identify the placement of all phones. The floor plans should be signed to indicate their completeness and accuracy.

EQUIPMENT DELIVERY & INVENTORY ACCEPTANCE PROCESS

Cerium Express will coordinate equipment delivery with the Customer based on a mutually agreed delivery schedule. At the time of delivery, both Cerium Express and the Customer will inspect and take an inventory of the equipment. The Customer should be aware that equipment may be delivered to the implementation site in stages, and the Customer is responsible for the equipment once it is delivered to the site. The Customer will pre-arrange for elevator and/or other facility access necessary to accommodate delivery. The Customer agrees to provide for secure storage of equipment. The Customer is responsible for the costs of any hoisting or building alterations that may be required to gain entry to the communications room.



DESIGN & PROGRAMMING

Cerium Express will work closely with Customer's designated points of contact to develop a detailed and customized design based on the Customer's requirements. Cerium Express project management will assist in tailoring the features and functionality of each product to best meet the needs of the Customer.

SCHEDULING

Cerium Express will schedule this project upon acceptance of this SOW defined herein. A kick-off meeting will be held with Cerium Express staff and a Customer designated representative. During this meeting, critical implementation milestones will be discussed and agreed upon. The assigned project manager is responsible for maintaining the project schedule.

PERFORMANCE OF WORK

Cerium Express will install the proposed product solution as listed in the Schedule of Equipment and Services. Implementation services will be performed in a good and workmanlike manner consistent with manufacturer-published specifications and practices.

END USER TRAINING

Cerium Express will provide hands on training with hard copy user guides. Training class date(s) will be set in project meetings and made available and encounged for staff to attend.

CUSTOMER NAME PROVIDED SERVERS

All Customer-supplied servers and client PCs will meet the hardware & software specifications for all application software purchased. Any additional work required by Cerium Express due to "out-of-spec" Customer-supplied systems will be subject to an additional charge.

AUXILLARY DEVICES & PAGING

Cerium Express will provide dial tone for all ancillary devices. If additional hardware or licensing is required, Customer will be responsible for additional charges set forth by change orders.

ROLES & RESPONSIBILITIES

Cerium Express is responsible for the following activities:

- Order all necessary equipment as sold to the Customer (conforming to all order requirements of the equipment suppliers) and arrange for timely delivery to Customer.
- Ensure all configurations and specific applications as determined with the Customer are technically sound and are reviewed and approved by qualified, certified engineering staff.
- Assume responsibility for Project Management for the duration of the implementation.
- Maintain account control and act as single point of contact with Customer for the purpose of contracts, billing, change orders, acceptance, conflict resolution, etc.
- Provide the Customer with timely feedback, updates and changes, where applicable, during the implementation.
- Provide the Customer with implementation support contact information and procedures, if applicable.
- Require that the Customer fulfill its obligations and requirements as outlined in this SOW prior to the start of service delivery by Cerium Express.



Support Overview

The following Statement of Work covers the technical support and maintenance services of your Avaya IP Office communication system. This Statement of Work will specify the deliverables and responsibilities associated with the Cerium Express Advanced Support Agreement selected. Technical support and maintenance services are vital to the health of your communication system; we appreciate your confidence in our organization to perform these important services. Our responsive and experienced performance will provide you peace of mind knowing the health of your systems is maintained.

Support Scope of Work

The coverage applies to Avaya and selected non-Avaya IP Office products or components that Cerium Express has designated in the associated quote.

CERIUM EXPRESS ADVANCED SUPPORT - Service Profiles: (Check Support Level customer is agreeing to.)

♠ ESSENTIAL SUPPORT

€ 8x5x5

C 24x7x365

- Remote Engineering Support* Technical trouble remediation
 Response Time: Priority 1&2 2 Hours, Priority 3 8 Business Hours, Priority 4 36 Business Hours
- On-Site Engineer* Technical trouble remediation
 Response Time: Priority 1&2 4 Hours, Priority 3 8 Business Hours
- c) Common Equipment Spare Parts
- d) Manufacturer software upgrades for IP Office 8.1 or later
- Semi-Annual management meetings and service reporting as requested *during the applicable coverage period

FUNDAMENTAL SUPPORT

C 8x5x5

C 24x7x365

- a) Remote Engineering Support* Technical trouble remediation
 Response Time: Priority 182 2 Hours, Priority 3 8 Business Hours, Priority 4 36 Business Hours
- b) On Site Engineer As requested (hourly charges apply)
- Manufacturer software upgrades for IP Office 8.1 or later
 *during the applicable coverage period

ABBREVIATIONS AND DEFINITIONS:

24x7x365

Refers to 24 hours a day, seven (7) days a week.

8x5x5

Refers to normal business hours; Monday through Friday, 8:00am - 5:00pm, PST.



MANUFACTURER SOFTWARE UPGRADES FOR IP OFFICE 9.1 OR LATER

Cerium Express will include manufacturer software updates at no additional charge for covered IP Office 9.0 or later systems. This includes the software only. Any services to apply the software can be purchased from Cerium Express on a time and materials basis at a discounted rate available only to Cerium Express support customers.

ON-SITE

The physical location of the customer equipment as defined in the Support Agreement.

PARTS COVERED

Unless otherwise specified in the Support Agreement, the parts which may be replaced without charge are those contained within the Avaya telephone system (switch) and voicemail system (as applicable). Telephone sets, other adjuncts, power systems (UPS), modems, PCs, servers, routers, network switches, other software, other hardware, and adjunct applications are not covered under this agreement unless specifically listed. Such parts and services are billed at T & M rates.

RESPONSE TIME

The maximum elapsed time it will take Cerium Express personnel to begin to working on the customer request for service. This is not to imply when the trouble will actually be fixed. Cerium Express personnel are committed to resolving customer troubles as quickly as possible.

Support Service Descriptions

REMOTE ENGINEERING SUPPORT

A qualified Cerium Express engineer will troubleshoot and resolve product related problems via the telephone and/or a remote system connection. The Cerium Express engineer will attempt to clear the trouble remotely and test systems accordingly to ensure trouble is resolved.

ON-SITE ENGINEER

A qualified Cerium Express or Avaya engineer (where applicable) will be dispatched to the system location in the event the trouble cannot be cleared remotely. If required the on-site engineer will replace hardware components as deemed necessary to clear the system trouble. The engineer will test systems accordingly to ensure trouble is resolved. Engineering time charges could be billable based upon the Support Level contract.

COMMON EQUIPMENT SPARE PARTS

Parts include circuit packs, power supplies, processing elements and cabinetry. Unless otherwise noted, voice terminals are not included in parts replacement. Parts replacement could be billable based upon the Support Level contract.

MANAGEMENT MEETINGS AND SERVICE REPORTING

The Cerium Express Account Manager will conduct meetings at the defined interval with the appropriate personnel within customer's organization to review open and closed service cases, service reports and any other items that are important to the support of the communication systems.

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Support Notification Process

Trouble Reports may be submitted through the Cerium Express Support Center (CERIUM EXPRESS) receives a call through a dedicated phone number. That number is (800) 217-0933. This number is to be used at all times to reach Cerium Express. Our normal business hours are M-F, 8-5 PST. Out of our normal business hours a message option will allow the customer to obtain immediate service, if necessary

Section 7: Acceptance

This Statement of Work is accepted in its entirety unless special instructions or custom services are mutually agreed to as described below:

Special Instructions or Custom Services:

Support services go into effect the day the IP Office system has been put into service.

Section 8: Signature Authorization

The information in this Statement of Work shall not be duplicated, used or disclosed by the customer or Cerium Express, in whole or in part, for any purpose other than for fulfillment of the work to be performed by Cerium Express. Cerium Express Terms and Conditions apply to this Statement of Work. By signing this agreement, you are agreeing to abide by the terms of the Avaya Software License Agreement and the Cerium Express Support Terms and Conditions. The Avaya Software License Agreement, Cerium Express Support Ticket Management Policy, and Support Escalation Procedures will be provided to you upon request in a separate document. Cerium Express is hereby authorized by City of University Place to order the material and commence with the installation of the Equipment.

Custome	. Moura Crau	Cerium Express, LLC	
	Authorized Signature	Authorized Signature	
Ву:		By:	
Name:	Manza Craig	Name:	
Title:	Deputy Com Manager	Title: J.P	
Date:	8/20/15	Date: E E	



Cerium Express Support Contract Terms and Conditions

Cerium Express LLC ("Cerium") and you, the Castomer, agree that the following terms and conditions will apply to the warranty, post-wavanty services and Support Services ("Services") listed on the assached Support Comment ("Agreement"). This Contract way cortain editional pages and creers Support Services presided by Cerium.

- Le CONTRACT PERIOD.—This Agreement shall be effective the date this agreement is executed by Cerium, for the term as specified on the Contract until terminated as set forth in Section 8 of these terms. Enhanced warranty services will be coterminous with the applicable product warranty period. Post-warranty Support services will be for an initial term as specified on the attached hereof, (one (1) year minimum). Post-warranty service shall be automatically renewed for successive one (1) year terms at the charges and under the terms and conditions applicable to Conum's standard one (1) year service agreement at the time of renewal, unless either party gives the other written notice of its intent not to renew at least thirty (30) days prior to the expiration of any initial or renewal term. Cerium Express can also notify you ninety (90) days in advance of the time of renewal that Service for specific Products covered under this Agreement will not be renewed.
- 2. CUSTOMER RESPONSIBILITIES You agree to (i) provide the proper environment, electrical and telecommunications connections, (ii) provide access and work space, and (iii) maintain a backup procedure external to the software program(s) and host computer for reconstruction of loss or altered files, data or programs (iv) and provide a phone line connection to the equipment being supported at all times (v) maintain a copy of all software used on your systems. Failure by the Customer to perform these responsibilities will cause Cerium Express to be unable to meet its Support requirements. You are responsible for notifying Cerium Express of the presence of any hazardous material (e.g., asbestos) on your premises prior to the commencement of any Services. You are also responsible for removal of any such hazardous material or correction of any hazardous condition that affects Cerium's performance of Services. Services will be delayed until you remove or correct the hazardous condition; Cerium Express shall not be liable to you as a result of such delays.
- 3. WARRANTY -- A. When a post-warranty service agreement exists, Cerium Express warrants that during the warranty period the Products will operate in accordance with the Manufacturer's Documentation. If a Product dues not operate in accordance with the Documentation during the warranty period, you must promptly notify Cerium. Cerium, at its option, will either expair or replace that Product without charge. You have the right, as your exclusive remedy, to return that Product for a refund of the purchase price or tiernse fee if Cerium Express is unable to repair or replace the Product. A pending or active Cerium Express post-warranty service agreement is a prerequisite for this warranty coverage.
- B. The wateranty period shall begin on the Delivery Date for Castomer-installed Products. Gerium's standard warranty period will apply if none is specified. A pending or active Cerium Express post-wavranty service agreement is a pretequisite for this wateranty coverage.
- 4 ENHANCED WARRANTY & POST-WARRANTY SERVICE A. Cerium Express will provide Services thing the Contexts Period in accordance with Cerium's standard specifications subject to the exclusions set forth in this Section. Conum Express provides various Support Services dependent upon the product and option selected by the Customer and indicated on the attached. Conjum's current Services options are described in the Cenum Featress Service Advantage Support Plan document, a copy of which is available upon request. B. Post warranty service includes preventive maintenance as deemed appropriate by Coount Express and remedial natintenance, including teplacement parts required for Products used under normal operating conditions. C. If you subsequently purchase products ("Added Products") from Cerium Express or a third party and co-locate those products with the existing ones, those Added Products purchased from a party other than Cenum Express are subject to certification by Ceitum Express at Centum's then current rates for such certification; just-warming service coverage will be effective immediately after Cedum Express certifies the Added Products. Clarges for Added Products will be at the then euroent tate and coverage will be cotennious with the coverage for the existing Products. D. PURCHASED OR REPLACEMENT PARTS AND PRODUCTS MAY BE NEW, REMANUFACTURED OR REFURBISHED. Any removed parts and/or Products will become the property of Cerium. E. Ethanced Warranty and post-warranty service coverage will be in accordance with the option(s) you have selected as listed on the front of this Agreement. Cerium's standard warranty and post-warranty coverage will apply if none is specified. F. POWER SURGES - If you have ordered post-warranty service, during Comun's warranty and post-warranty service periods, Comun Exposs is not responsible for damage fundading loss or corruption of data records) to your voice Products (e.g., DEFINITY® ECS, and IntuityTM AUDIX® systems and data or video products) from power surges. Cerium Express will assist in selecting and installing an electrical protection system that complies with the National Electrical Code if requested, any applicable local standards, and any Cerium-specified site requirements. Cr. Cerium Express may, at its discretion, electronically monitor your system for the sole purpose of collecting and recording the configuration of and the number and kinds of products in your system. Such monitoring will serve two (2) principal purposes: (1) the information will permit more accounte remote diagnostics and corrective actions; and (2) the information will be used once a year, before the renewal date of any Support Agreement, or the annual auniversacy date, to detecnine applicable charges. Products identified in the data collection will be treated as Added Products under Section 4C. You will cooperate with Cerium Express in such data collection, including making remote access available to Cerium Express for this nurpose.
- 5, WARRANTY/POST-WARRANTY SERVICE EXCLUSIONS A. EXCEPT AS STATED IN SECTION 5, CERIUM, ITS SUBSIDIARIES AND THEIR APPELATES, SUBCONTRACTORS AND SUPPLIERS, MAKE NO WARRANTHES EXPRESS OR IMPLIED, AND SPECIFICALLY DISCLAIM ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. B. The warranty provided in Section 3 and post-warranty service do not cover repair for damages, or malfunctions, or performance characteristics caused by: (1) use of non-Cerium Express furnished equipment unless certified by Cerium, software, or facilities with the Product(s); (2) your failure to follow Cerium's or the Manufacturer's installation, operation or institutence instanctions, including your failure to permit Cerium Express firmly cernote access to your Product(s); (3) failure or enablimation of equipment, software, or facilities not serviced by Cerium; (4) actions of non-Cerium Express personnel, or (5) force trajeure conditions as stated in Section 10, Cerium Express does not warrant uninterrupted or error free operation of the Product(s). In addition, Cerium Express is not obligated to provide warranty reposts warranty revice if service. C. Although Product(s) at Cerium's standard rates for such service. C. Although Product are designed to be reasonably secure, Cerium Express makes no express or implied warranty that Product(s) at Cerium's standard rates for such faultuosion, unauthorized use or disclosure or loss of proprietry information. Certain features, if purchased, such as Password Reset, Conference Mailbox, Skip Password and Monitor Mailbox, when enabled, could be impropedy used in violation of privacy laws. By ordering Products with these features or separately ordering such features, you assume all responsibility for assuming their proper and hwful use.
- D. You agree to notify Cerium Express prior to moving a Product. Additional charges may apply if Cerium Express (neurs additional costs in providing warranty or post-warranty services as a result of a move of a Product. Eq. If the Product supports Telephony or Transmission Control Promocol/Internet Protocol (FCP/IP) facilities, you may esperience certain compromises in performance, reliability and security, even when the Product performs as warranted. These compromises may become more acute if you fall to follow Cernum's recommendations for configuration, operation and use of the Product. YOU ACKNOWLEDGE THAT YOU ARE AWARE OF THESE RISKS AND THAT YOU HAVE DEFERMINED THEY ARE ACCEPTABLE FOR YOUR APPLICATION OF THE PRODUCT, YOU ALSO ACKNOWLEDGE THAT, UNLESS EXPRESSLY PROVIDED IN ANOTHER ACREEMENT, YOU ARE SOLERLY RESPONSIBLE FOR (t) ENSURING THAT YOUR NETWORKS AND SYSTEMS ARE ADEQUATELY SECURED AGAINST UNAUTHORIZED INFILISTON, AND (2) BACKING UP YOUR DATA AND FILES.



- 6. PRICE AND PAYMENT A. Payment of invoices is the within thirty (30) days from the invoice date. Delinquent payments on any undisputed balance are subject to a late payment thirty of the lower of one and one half percent (1.5%) per month or portion thereof, or the maximum amount allowed by law. Restrictive endorsements or other statements on checks will not apply. You agree to reinfuture Cerium Express for maximum any other costs associated with collecting delinquent payments.
- IL. You shall pay taxes levied upon the sale, transfer of ownership, installation, license or use of Products or Services unless you provide Cerium Express with a tax exemption certificate. Excluded are taxes on Cerium's not income.
- 7. EXCLUSIVE REMEDIES AND LIMITATIONS OF LIABILITY A. THE ENTIRE HABILITY OF CERTUM EXPRESSAND ITS SUBSIDIARIES, AFFILIATES AND SUBCONTRCTORS, (AND THE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, REPRESENTATIVES, SUBCONTRCTORS AND SUPPLIERS OF ALL OF THEM, AND YOUR EXCLUSIVE REMEDIES FOR ANY DAMAGES CAUSED BY ANY PRODECT DEFECT OR FAILURE, OR ARISING FROM THE PERFORMANCE OR NON-PERFORMANCE OF ANY WORK OR SERVICE, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACY, TOXT INCLUDING NEGLIGENCE, STRICT LIABILITY OR OTHERWISE SHALL BE: (1) FOR FAILURE OF PRODUCTS DURING THE WARRANTY PERIOD, THE REMEDIES STATED IN SECTION 3; (2) FOR GERILUS FAILURE TO PERFORM ANY MATISTIAL FERM OF THIS AGREEMENT (E.G., CERICM'S POXI-WARRANTY SERVICE OBLIGATIONS), YOU MAY CANCEL THIS AGREEMENT WITHOUT INCURRING CANCELLATION CHARGES IF CERIUM EXPRESSFAILS TO CONTRET YOU FAILURES WITHIN OR DEATH TO ANY SOF RECEIPT OF YOUR WRITTEN NOTICE; (3) FOR DAMAGES TO REAL OR TANGIBLE PERSONAL PROPERTY OR FOR BODILY INJURY OR DEATH TO ANY PERSON FOR WHICH CERCUMS SOLE REGILGENCE WAS THE PROXIMATE CAUSE, YOUR RIGHT TO PROVEN DAMAGES TO PROPERTY OR PERSON, AND (4) FOR CLAIMS OTHER THAN SET FORTH ABOVE, CERTUM'S LABILITY SHALL BE LIMITED TO PROVEN DAMAGES TO AMAGES IN AN AMOUNT NOT TO EXCRED THE PRICE OF SERVICE GIVING RISE TO THE LIABILITY OR \$100,000, WHICHEYER IS LESS.
- B. EXCEPT TO THE FXTENT PROVIDED IN SUBSECTION 7.4(3), CERIUM EXPRESSIBILL NOT BE LIABLE FOR THE FOLLOWING TYPES OF DAMAGES: (1) INDIRECT OR INCIDENTAL DAMAGES, AND (2) SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO: LOST PROPITS, SAVINGS OR REVENUES OF ANY KIND, LOST, CORRUPTED, MIS-DIRECTED OR MISAPPROPRIATED DATA OR MESSAGES; AND CHARGES FOR COMMON CARRIER TELECOMMONICATION SERVICES OR FACULTIFS ACCESSED FIROUGH OR CONNECTED TO PRODUCTS ("TOLL FRAULY), CERIUM EXPRESSIBALL NOT BE LIABLE FOR THE TYPES OF DAMAGES ENUMERATED ABOVE WHETHER OR NOT CERIUM EXPRESSIBLS BEEN ADVISED OF THE POSSIBLITY OF SUCH DAMAGES. THIS PARAGRAPH SHALL SURVIVE THE FAILURE OF ANY EXCLUSIVE REMEDY.
- 8. CANCELLATION/TERMINATION = A. Prior to the commencement of post-warranty service, you may cancel coverage and receive a full refund of any prepaid amount. After commencement of any initial or renewal term of post-warranty service, you may terminate Service coverage upon thirty (30) days written notice. If you provide notice of your intent to terminate during the first thirty (30) days of coverage, you will only be responsible for the charges for the period of coverage up until the effective date of termination. After the first thirty (30) days of coverage, you may provide notice to terminate the Agreement subject to a termination charge equal to the monthly charges for twelve (12) months or the period remaining, whichever is less. For prepaid agreements, Cerium Express will refund or credit the pro-tate price of the termining term less the applicable termination charge.
- B. If you fall to perform any material term or condition of this Agreement (e.g., fail to pay any charge when due) and such failure continues for thirty (30) days after receipt of written notice, you shall be in default and Cerium, you shall be liable for carreellation and/or technical charges and any other applicable charges.
- 9. DISPUTES A, Any contraversy or claim, whether based on contract, tort, stock liability, fraud, misrepresentation, or any other legal theory, related directly or indirectly to this Agreement ("Dispute") shall be resolved solely in accordance with the terms of this Section 9.
- B. Ha Dispute arises, the parties will endeavor to resolve the dispute through good faith negotiation within seventy-five (15) days of notification of the Dispute.
- C. Any Dispute you have against Gorium Express with respect to this Agreement must be brought in accordance with this Section 9 within two (2) years after the cause of action asses,
- 10. FORCE MAJEURE—Cerium Express shall have no liability for delays, failure in performance or damages due to: fire, explosion, power failures, pest damages, lightning or power surges (except as provided in Section 4.49), stokes or labor disputes, water, acts of God, the elements, war, civil disturbances, acts of civil or military authorities or the public enemy, inability to secure raw materials, transportation facilities, firel or energy shortages, performance or availability of communications services or network facilities, unauthorized use of the Products, or other causes beyond Cerium's central whether or not similar to the foregoing.
- 11. ASSIGNMENT Neither party may assign this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld. However, Cerium Express may assign this Agreement to a present or future affiliate, subskibity, successor or distributor or may assign this agreement to a present or future affiliate, subskibity, or in connection with a merger, acquisition, or sale of all or substantially all of its assets.
- 12. SUBCONTRACTING Certum Express may subcontract work to be performed under this Agreement, but shall retain responsibility for the work.
- 13. GENERAL A. Any supplement, modification or waiver of any provision of this Agreement must be in writing and signed by authorized representatives of both parties.
- B. If either party fails to enforce any eight or remedy available under this Agreement, that failure shall not be construed as a waiver of any eight or remedy with respect to any other breach or failure by the other party.
 - C. You certify that the Services acquired hereunder are intended for your use in the ordinary course of your business and not for the purpose of resale.
 - D. This Agreement shall be governed by the local laws (as opposed to the conflict of law provisions) of the State of Washington.
- F, THIS AGREEMENT IS THE ENTIRE AGREEMENT BETWEEN THE PARTIES WITH RESPECT TO THE PRODUCTS AND SERVICES PROVIDED HERBUNDER AND SUPERSEDES ALL PRIOR AGREEMENTS, PROPOSALS, COMMUNICATIONS BY LIVERN THE PARTIES AND UNDERSTANDINGS, WHETHER WRITTEN OR ORAL.

CUSTOMER

837		
(Authorized Customer Representative's Signature)	(Date)	