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CONTRACT SERVICES AGREEMENT

By and Between

CITY OF BELL

and

JIVE COMMUNICATIONS, INC.

**AGREEMENT FOR CONTRACT SERVICES
BETWEEN THE CITY OF BELL AND
JIVE COMMUNICATIONS, INC.**

THIS AGREEMENT FOR CONTRACT SERVICES (herein "Agreement") is made and entered into this 9th day of September, 2015 by and between the City of Bell, a municipal corporation and charter city ("City" or "Customer") and Jive Communication, Inc., a Delaware corporation ("Jive" or "Contractor"). City and Contractor are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties".

RECITALS

A. City has sought, by issuance of a Request for Proposals or Invitation for Bids, the performance of the services defined and described particularly in Article 1 of this Agreement.

B. Contractor, following submission of a proposal or bid for the performance of the services defined and described particularly in Article 1 of this Agreement, was selected by the City to perform those services.

C. Pursuant to the City of Bell's Municipal Code, City has authority to enter into and execute this Agreement.

D. The Parties desire to formalize the selection of Contractor for performance of those services defined and described particularly in Article 1 of this Agreement and desire that the terms of that performance be as particularly defined and described herein.

OPERATIVE PROVISIONS

NOW, THEREFORE, in consideration of the mutual promises and covenants made by the Parties and contained herein and other consideration, the value and adequacy of which are hereby acknowledged, the parties agree as follows:

ARTICLE 1. SERVICES OF CONTRACTOR

1.1 Scope of Services.

In compliance with all terms and conditions of this Agreement, the Contractor shall provide those services specified in the "Scope of Services" attached hereto as Exhibit "A" and incorporated herein by this reference, which may be referred to herein as the "services" or "work" hereunder. As a material inducement to the City entering into this Agreement, Contractor represents and warrants that it has the qualifications, experience, and facilities necessary to properly perform the services required under this Agreement in a thorough, competent, and professional manner, and is experienced in performing the work and services contemplated herein. Contractor shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described herein. Contractor covenants that it shall follow the highest professional standards in performing the work and services required hereunder and that all materials will be both of good quality as well as fit for the purpose intended. For purposes of this Agreement, the phrase "highest professional standards" shall

mean those standards of practice recognized by one or more first-class firms performing similar work under similar circumstances.

1.2 Contractor's Proposal.

The Scope of Service shall include the Contractor's scope of work or bid which shall be incorporated herein by this reference as though fully set forth herein. In the event of any inconsistency between the terms of such proposal and this Agreement, the terms of this Agreement shall govern.

1.3 Compliance with Law.

Contractor shall keep itself informed concerning, and shall render all services hereunder in accordance with, all ordinances, resolutions, statutes, rules, and regulations of the City and any Federal, State or local governmental entity having jurisdiction in effect at the time service is rendered.

1.4 Licenses, Permits, Fees and Assessments.

Contractor shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement. Contractor shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Contractor's performance of the services required by this Agreement, and shall indemnify, defend and hold harmless City, its officers, employees or agents of City, against any such fees, assessments, taxes, penalties or interest levied, assessed or imposed against City hereunder.

1.5 Familiarity with Work.

By executing this Agreement, Contractor warrants that Contractor (i) has thoroughly investigated and considered the scope of services to be performed, (ii) has carefully considered how the services should be performed, and (iii) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement. If the services involve work upon any site, Contractor warrants that Contractor has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services hereunder. Should the Contractor discover any latent or unknown conditions, which will materially affect the performance of the services hereunder, Contractor shall immediately inform the City of such fact and shall not proceed except at Contractor's risk until written instructions are received from the Contract Officer.

1.6 Care of Work.

The Contractor shall adopt reasonable methods during the life of the Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, plans, studies and/or other components thereof to prevent losses or damages, and shall be responsible for all such damages, to persons or property, until acceptance of the work by City, except such losses or damages as may be caused by City's own negligence.

1.7 Further Responsibilities of Parties.

Both parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Both parties agree to act in good faith to execute all instruments, prepare all documents and take all actions as may be reasonably necessary to carry out the purposes of this Agreement. Unless hereafter specified, neither party shall be responsible for the service of the other.

1.8 Additional Services.

City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order is first given by the Contract Officer to the Contractor, incorporating therein any adjustment in (i) the Contract Sum for the actual costs of the extra work, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Contractor. Any increase in compensation of up to ten percent (10%) of the Contract Sum or \$25,000, whichever is less; or, in the time to perform of up to one hundred eighty (180) days, may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively, must be approved by the City Council. It is expressly understood by Contractor that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services. Contractor hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Contractor anticipates and that Contractor shall not be entitled to additional compensation therefor. City may in its sole and absolute discretion have similar work done by other contractors. No claims for an increase in the Contract Sum or time for performance shall be valid unless the procedures established in this Section are followed.

1.9 Special Requirements.

Additional terms and conditions of this Agreement, if any, which are made a part hereof are set forth in the "Special Requirements" attached hereto as Exhibit "B" and incorporated herein by this reference. In the event of a conflict between the provisions of Exhibit "B" and any other provisions of this Agreement, the provisions of Exhibit "B" shall govern.

ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT.

2.1 Contract Sum.

Subject to any limitations set forth in this Agreement, City agrees to pay Contractor the amounts specified in the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed **One Hundred Thirty Two Thousand and Eight Hundred Eighty Eight Dollars and Three Cents (\$132,888.03)** (the "Contract Sum"), unless additional compensation is approved pursuant to Section 1.8.

2.2 Method of Compensation.

The method of compensation may include: (i) a lump sum payment upon completion; (ii) payment in accordance with specified tasks or the percentage of completion of the services, less

contract retention; (iii) payment for time and materials based upon the Contractor's rates as specified in the Schedule of Compensation, provided that (a) time estimates are provided for the performance of sub tasks, (b) contract retention is maintained, and (c) the Contract Sum is not exceeded; or (iv) such other methods as may be specified in the Schedule of Compensation.

2.3 Reimbursable Expenses.

Compensation may include reimbursement for actual and necessary expenditures for reproduction costs, telephone expenses, and travel expenses approved by the Contract Officer in advance, or actual subcontractor expenses of an approved subcontractor pursuant to Section 4.5, and only if specified in the Schedule of Compensation. The Contract Sum shall include the attendance of Contractor at all project meetings reasonably deemed necessary by the City. Coordination of the performance of the work with City is a critical component of the services. If Contractor is required to attend additional meetings to facilitate such coordination, Contractor shall not be entitled to any additional compensation for attending said meetings.

2.4 Invoices.

Each month Contractor shall furnish to City an original invoice for all work performed and expenses incurred during the preceding month in a form approved by City's Director of Finance. By submitting an invoice for payment under this Agreement, Contractor is certifying compliance with all provisions of the Agreement. The invoice shall detail charges for all necessary and actual expenses by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and sub-contractor contracts. Sub-contractor charges shall also be detailed by such categories. Contractor shall not invoice City for any duplicate services performed by more than one person.

City shall independently review each invoice submitted by the Contractor to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. Except as to any charges for work performed or expenses incurred by Contractor which are disputed by City, or as provided in Section 7.3, City will use its best efforts to cause Contractor to be paid within forty-five (45) days of receipt of Contractor's correct and undisputed invoice; however, Contractor acknowledges and agrees that due to City warrant run procedures, the City cannot guarantee that payment will occur within this time period. In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Contractor for correction and resubmission. Review and payment by City for any invoice provided by the Contractor shall not constitute a waiver of any rights or remedies provided herein or any applicable law.

2.5 Waiver.

Payment to Contractor for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Contractor.

ARTICLE 3. PERFORMANCE SCHEDULE

3.1 Time of Essence.

Time is of the essence in the performance of this Agreement.

3.2 Schedule of Performance.

Contractor shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in the "Schedule of Performance" attached hereto as Exhibit "D" and incorporated herein by this reference. When requested by the Contractor, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the Contract Officer but not exceeding one hundred eighty (180) days cumulatively.

3.3 Force Majeure.

The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the City, if the Contractor shall within ten (10) days of the commencement of such delay notify the Contract Officer in writing of the causes of the delay. The Contract Officer shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the Contract Officer such delay is justified. The Contract Officer's determination shall be final and conclusive upon the parties to this Agreement. In no event shall Contractor be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Contractor's sole remedy being extension of the Agreement pursuant to this Section.

3.4 Term.

Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services but not exceeding one (1) years from the date hereof, except as otherwise provided in the Schedule of Performance (Exhibit "D").

ARTICLE 4. COORDINATION OF WORK

4.1 Representatives and Personnel of Contractor.

The following principals of Contractor ("Principals") are hereby designated as being the principals and representatives of Contractor authorized to act in its behalf with respect to the work specified herein and make all decisions in connection therewith:

Robert Johnson
(Name)

Account Manager
(Title)

Sangar Safi
(Name)

Sales Engineer
(Title)

Martin Skiby
(Name)

Regional Director, Public Sector
(Title)

It is expressly understood that the experience, knowledge, capability and reputation of the foregoing principals were a substantial inducement for City to enter into this Agreement. Therefore, the foregoing principals shall be responsible during the term of this Agreement for directing all activities of Contractor and devoting sufficient time to personally supervise the services hereunder. All personnel of Contractor, and any authorized agents, shall at all times be under the exclusive direction and control of the Principals. For purposes of this Agreement, the foregoing Principals may not be replaced nor may their responsibilities be substantially reduced by Contractor without the express written approval of City. Additionally, Contractor shall utilize only competent personnel to perform services pursuant to this Agreement. Contractor shall make every reasonable effort to maintain the stability and continuity of Contractor's staff and subcontractors, if any, assigned to perform the services required under this Agreement. Contractor shall notify City of any changes in Contractor's staff and subcontractors, if any, assigned to perform the services required under this Agreement, prior to and during any such performance.

4.2 Status of Contractor.

Contractor shall have no authority to bind City in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against City, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by City. Contractor shall not at any time or in any manner represent that Contractor or any of Contractor's officers, employees, or agents are in any manner officials, officers, employees or agents of City. Neither Contractor, nor any of Contractor's officers, employees or agents, shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to City's employees. Contractor expressly waives any claim Contractor may have to any such rights.

4.3 Contract Officer.

The Contract Officer shall be [_____ or] such person as may be designated by the City Manager. It shall be the Contractor's responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the services and the Contractor shall refer any decisions which must be made by City to the Contract Officer. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Contract Officer. The Contract Officer shall have authority, if specified in writing by the City Manager, to sign all documents on behalf of the City required hereunder to carry out the terms of this Agreement.

4.4 Independent Contractor.

Neither the City nor any of its employees shall have any control over the manner, mode or means by which Contractor, its agents or employees, perform the services required herein, except as otherwise set forth herein. City shall have no voice in the selection, discharge, supervision or control of Contractor's employees, servants, representatives or agents, or in fixing their number, compensation or hours of service. Contractor shall perform all services required herein as an independent contractor of City and shall remain at all times as to City a wholly independent

contractor with only such obligations as are consistent with that role. Contractor shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City. City shall not in any way or for any purpose become or be deemed to be a partner of Contractor in its business or otherwise or a joint venturer or a member of any joint enterprise with Contractor.

4.5 Prohibition Against Subcontracting or Assignment.

The experience, knowledge, capability and reputation of Contractor, its principals and employees were a substantial inducement for the City to enter into this Agreement. Therefore, Contractor shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of the City. In addition, neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Contractor, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release the Contractor or any surety of Contractor of any liability hereunder without the express consent of City.

ARTICLE 5. INSURANCE, INDEMNIFICATION AND BONDS

5.1 Insurance Coverages.

The Contractor shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to City, during the entire term of this Agreement including any extension thereof, the following policies of insurance which shall cover all elected and appointed officers, employees and agents of City:

(a) Commercial General Liability Insurance (Occurrence Form CG0001 or equivalent). A policy of comprehensive general liability insurance written on a per occurrence basis for bodily injury, personal injury and property damage. The policy of insurance shall be in an amount not less than \$1,000,000.00 per occurrence or if a general aggregate limit is used, then the general aggregate limit shall be twice the occurrence limit.

(b) Worker's Compensation Insurance. A policy of worker's compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for the Contractor against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by the Contractor in the course of carrying out the work or services contemplated in this Agreement.

(c) Automotive Insurance (Form CA 0001 (Ed 1/87) including "any auto" and endorsement CA 0025 or equivalent). A policy of comprehensive automobile liability insurance written on a per occurrence for bodily injury and property damage in an amount not less than \$1,000,000. Said policy shall include coverage for owned, non-owned, leased, hired cars and any automobile.

(d) Professional Liability. Professional liability insurance appropriate to the Contractor's profession. This coverage may be written on a "claims made" basis, and must include coverage for contractual liability. The professional liability insurance required by this Agreement must be endorsed to be applicable to claims based upon, arising out of or related to services performed under this Agreement. The insurance must be maintained for at least 5 consecutive years following the completion of Contractor's services or the termination of this Agreement. During this additional 5-year period, Contractor shall annually and upon request of the City submit written evidence of this continuous coverage.

(e) Subcontractors. Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall include all of the requirements stated herein.

(f) Additional Insurance. Policies of such other insurance, as may be required in the Special Requirements in Exhibit "B".

5.2 General Insurance Requirements.

All of the above policies of insurance shall be primary insurance and shall name the City, its elected and appointed officers, employees and agents as additional insureds and any insurance maintained by City or its officers, employees or agents may apply in excess of, and not contribute with Contractor's insurance. The insurer is deemed hereof to waive all rights of subrogation and contribution it may have against the City, its officers, employees and agents and their respective insurers. Moreover, the insurance policy must specify that where the primary insured does not satisfy the self-insured retention, any additional insured may satisfy the self-insured retention.

All of said policies of insurance shall provide that said insurance may not be amended or cancelled by the insurer or any party hereto without providing thirty (30) days prior written notice by certified mail return receipt requested to the City. In the event any of said policies of insurance are cancelled, the Contractor shall, prior to the cancellation date, submit new evidence of insurance in conformance with Section 5.1 to the Contract Officer.

No work or services under this Agreement shall commence until the Contractor has provided the City with Certificates of Insurance, additional insured endorsement forms or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by the City. City reserves the right to inspect complete, certified copies of and endorsements to all required insurance policies at any time. Any failure to comply with the reporting or other provisions of the policies including breaches or warranties shall not affect coverage provided to City.

All certificates shall name the City as additional insured (providing the appropriate endorsement) and shall conform to the following "cancellation" notice:

CANCELLATION:

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATED THEREOF, THE ISSUING COMPANY SHALL MAIL

THIRTY (30)-DAY ADVANCE WRITTEN NOTICE TO CERTIFICATE HOLDER NAMED HEREIN.

[to be initialed]

MS
Contractor Initials

City, its respective elected and appointed officers, directors, officials, employees, agents and volunteers are to be covered as additional insureds as respects: liability arising out of activities Contractor performs; products and completed operations of Contractor; premises owned, occupied or used by Contractor; or any automobiles owned, leased, hired or borrowed by Contractor. The coverage shall contain no special limitations on the scope of protection afforded to City, and their respective elected and appointed officers, officials, employees or volunteers. Contractor'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.

Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City or its respective elected or appointed officers, officials, employees and volunteers or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration, defense expenses and claims. The Contractor agrees that the requirement to provide insurance shall not be construed as limiting in any way the extent to which the Contractor may be held responsible for the payment of damages to any persons or property resulting from the Contractor's activities or the activities of any person or persons for which the Contractor is otherwise responsible nor shall it limit the Contractor's indemnification liabilities as provided in Section 5.3.

In the event the Contractor subcontracts any portion of the work in compliance with Section 4.5 of this Agreement, the contract between the Contractor and such subcontractor shall require the subcontractor to maintain the same policies of insurance that the Contractor is required to maintain pursuant to Section 5.1, and such certificates and endorsements shall be provided to City.

5.3 Indemnification.

To the full extent permitted by law, Contractor agrees to indemnify, defend and hold harmless the City, its officers, employees and agents ("Indemnified Parties") against, and will hold and save them and each of them harmless from, any and all actions, either judicial, administrative, arbitration or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities whether actual or threatened (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising out of or in connection with the negligent performance of the work, operations or activities provided herein of Contractor, its officers, employees, agents, subcontractors, invitees, or any individual or entity for which Contractor is legally liable ("indemnitors"), or arising from Contractor's or indemnitors' reckless or willful misconduct, or arising from Contractor's or indemnitors' negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, and in connection therewith:

(a) Contractor will defend any action or actions filed in connection with any of said claims or liabilities and will pay all costs and expenses, including legal costs and attorneys' fees incurred in connection therewith;

(b) Contractor will promptly pay any judgment rendered against the City, its officers, agents or employees for any such claims or liabilities arising out of or in connection with the negligent performance of or failure to perform such work, operations or activities of Contractor hereunder; and Contractor agrees to save and hold the City, its officers, agents, and employees harmless therefrom;

(c) In the event the City, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against Contractor for such damages or other claims arising out of or in connection with the negligent performance of or failure to perform the work, operation or activities of Contractor hereunder, Contractor agrees to pay to the City, its officers, agents or employees, any and all costs and expenses incurred by the City, its officers, agents or employees in such action or proceeding, including but not limited to, legal costs and attorneys' fees.

Contractor shall incorporate similar indemnity agreements with its subcontractors and if it fails to do so Contractor shall be fully responsible to indemnify City hereunder therefore, and failure of City to monitor compliance with these provisions shall not be a waiver hereof. This indemnification includes claims or liabilities arising from any negligent or wrongful act, error or omission, or reckless or willful misconduct of Contractor in the performance of professional services hereunder. The provisions of this Section do not apply to claims or liabilities occurring as a result of City's sole negligence or willful acts or omissions, but, to the fullest extent permitted by law, shall apply to claims and liabilities resulting in part from City's negligence, except that design professionals' indemnity hereunder shall be limited to claims and liabilities arising out of the negligence, recklessness or willful misconduct of the design professional. The indemnity obligation shall be binding on successors and assigns of Contractor and shall survive termination of this Agreement.

5.4 Sufficiency of Insurer or Surety.

Insurance required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A" or better in the most recent edition of Best Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better, unless such requirements are waived by the Risk Manager of the City ("Risk Manager") due to unique circumstances. If this Agreement continues for more than 3 years duration, or in the event the risk manager determines that the work or services to be performed under this Agreement creates an increased or decreased risk of loss to the City, the Contractor agrees that the minimum limits of the insurance policies may be changed accordingly upon receipt of written notice from the Risk Manager.

ARTICLE 6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records.

Contractor shall keep, and require subcontractors to keep, such ledgers, books of accounts, invoices, vouchers, canceled checks, reports, studies or other documents relating to the disbursements charged to City and services performed hereunder (the "books and records"), as

shall be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services. Any and all such documents shall be maintained in accordance with generally accepted accounting principles and shall be complete and detailed. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained for a period of three (3) years following completion of the services hereunder, and the City shall have access to such records in the event any audit is required. In the event of dissolution of Contractor's business, custody of the books and records may be given to City, and access shall be provided by Contractor's successor in interest. Notwithstanding the above, the Contractor shall fully cooperate with the City in providing access to the books and records if a public records request is made and disclosure is required by law including but not limited to the California Public Records Act.

6.2 Reports.

Contractor shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement as the Contract Officer shall require. Contractor hereby acknowledges that the City is greatly concerned about the cost of work and services to be performed pursuant to this Agreement. For this reason, Contractor agrees that if Contractor becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the work or services contemplated herein or, if Contractor is providing design services, the cost of the project being designed, Contractor shall promptly notify the Contract Officer of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto and, if Contractor is providing design services, the estimated increased or decreased cost estimate for the project being designed.

6.3 Ownership of Documents.

All drawings, specifications, maps, designs, photographs, studies, surveys, data, notes, computer files, reports, records, documents and other materials (the "documents and materials") prepared by Contractor, its employees, subcontractors and agents in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Contract Officer or upon the termination of this Agreement, and Contractor shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership use, reuse, or assignment of the documents and materials hereunder. Any use, reuse or assignment of such completed documents for other projects and/or use of uncompleted documents without specific written authorization by the Contractor will be at the City's sole risk and without liability to Contractor, and Contractor's guarantee and warranties shall not extend to such use, reuse or assignment. Contractor may retain copies of such documents for its own use. Contractor shall have the right to use the concepts embodied therein.

All subcontractors shall provide for assignment to City of any documents or materials prepared by them, and in the event Contractor fails to secure such assignment, Contractor shall indemnify City for all damages resulting therefrom. Moreover, Contractor with respect to any documents and materials that may qualify as "works made for hire" as defined in 17 U.S.C. § 101, such documents and materials are hereby deemed "works made for hire" for the City.

6.4 Confidentiality and Release of Information.

(a) All information gained or work product produced by Contractor in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Contractor. Contractor shall not release or disclose any such information or work product to persons or entities other than City without prior written authorization from the Contract Officer.

(b) Contractor, its officers, employees, agents or subcontractors, shall not, without prior written authorization from the Contract Officer or unless requested by the City Attorney, voluntarily provide documents, declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered "voluntary" provided Contractor gives City notice of such court order or subpoena.

(c) If Contractor, or any officer, employee, agent or subcontractor of Contractor, provides any information or work product in violation of this Agreement, then City shall have the right to reimbursement and indemnity from Contractor for any damages, costs and fees, including attorneys fees, caused by or incurred as a result of Contractor's conduct.

(d) Contractor shall promptly notify City should Contractor, its officers, employees, agents or subcontractors 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. City retains the right, but has no obligation, to represent Contractor or be present at any deposition, hearing or similar proceeding. Contractor agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Contractor. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

ARTICLE 7. ENFORCEMENT OF AGREEMENT AND TERMINATION

7.1 California Law.

This Agreement shall be interpreted, construed and governed both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Los Angeles, State of California, or any other appropriate court in such county, and Contractor covenants and agrees to submit to the personal jurisdiction of such court in the event of such action. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in the County of Los Angeles, State of California.

7.2 Disputes; Default.

In the event that Contractor is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Contractor for any work performed after the date of default. Instead, the City may give notice to Contractor of the default and the reasons for the default. The notice shall include the timeframe in which Contractor may cure the default. This timeframe is presumptively thirty (30) days, but may be extended, though not

reduced, if circumstances warrant. During the period of time that Contractor is in default, the City shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. In the alternative, the City may, in its sole discretion, elect to pay some or all of the outstanding invoices during the period of default. If Contractor does not cure the default, the City may take necessary steps to terminate this Agreement under this Article. Any failure on the part of the City to give notice of the Contractor's default shall not be deemed to result in a waiver of the City's legal rights or any rights arising out of any provision of this Agreement.

7.3 Retention of Funds.

Contractor hereby authorizes City to deduct from any amount payable to Contractor (whether or not arising out of this Agreement) (i) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate City for any losses, costs, liabilities, or damages suffered by City, and (ii) all amounts for which City may be liable to third parties, by reason of Contractor's acts or omissions in performing or failing to perform Contractor's obligation under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by Contractor, or any indebtedness shall exist which shall appear to be the basis for a claim of lien, City may withhold from any payment due, without liability for interest because of such withholding, an amount sufficient to cover such claim. The failure of City to exercise such right to deduct or to withhold shall not, however, affect the obligations of the Contractor to insure, indemnify, and protect City as elsewhere provided herein.

7.4 Waiver.

Waiver by any party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by City of any work or services by Contractor shall not constitute a waiver of any of the provisions of this Agreement. No delay or omission in the exercise of any right or remedy by a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

7.5 Rights and Remedies are Cumulative.

Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

7.6 Legal Action.

In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement. Notwithstanding any contrary provision herein, Contractor shall file a statutory claim pursuant to Government Code Sections 905 et. seq. and 910 et. seq., in order to pursue a legal action under this Agreement.

7.7 Termination Prior to Expiration of Term.

This Section shall govern any termination of this Contract except as specifically provided in the following Section for termination for cause. The City reserves the right to terminate this Contract at any time, with or without cause, upon thirty (30) days' written notice to Contractor, except that where termination is due to the fault of the Contractor, the period of notice may be such shorter time as may be determined by the Contract Officer. In addition, the Contractor reserves the right to terminate this Contract at any time, with or without cause, upon sixty (60) days' written notice to City, except that where termination is due to the fault of the City, the period of notice may be such shorter time as the Contractor may determine. Upon receipt of any notice of termination, Contractor shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. Except where the Contractor has initiated termination, the Contractor shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Officer, except as provided in Section 7.3. In the event the Contractor has initiated termination, the Contractor shall be entitled to compensation only for the reasonable value of the work product actually produced hereunder. In the event of termination without cause pursuant to this Section, the terminating party need not provide the non-terminating party with the opportunity to cure pursuant to Section 7.2.

7.8 Termination for Default of Contractor.

If termination is due to the failure of the Contractor to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 7.2, take over the work and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that the City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to the Contractor for the purpose of set-off or partial payment of the amounts owed the City as previously stated.

7.9 Attorneys' Fees.

If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees. Attorney's fees shall include attorney's fees on any appeal, and in addition a party entitled to attorney's fees shall be entitled to all other reasonable costs for investigating such action, taking depositions and discovery and all other necessary costs the court allows which are incurred in such litigation. All such fees shall be deemed to have accrued on commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

ARTICLE 8. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

8.1 Non-liability of City Officers and Employees.

No officer or employee of the City shall be personally liable to the Contractor, or any successor in interest, in the event of any default or breach by the City or for any amount which

may become due to the Contractor or to its successor, or for breach of any obligation of the terms of this Agreement.

8.2 Conflict of Interest.

Contractor covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of City or which would in any way hinder Contractor's performance of services under this Agreement. Contractor further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the Contract Officer. Contractor agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of City in the performance of this Agreement.

No officer or employee of the City shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which affects her/his financial interest or the financial interest of any corporation, partnership or association in which (s)he is, directly or indirectly, interested, in violation of any State statute or regulation. The Contractor warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

8.3 Covenant Against Discrimination.

Contractor covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry or other protected class in the performance of this Agreement. Contractor shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry or other protected class.

8.4 Unauthorized Aliens.

Contractor hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§ 1101, *et seq.*, as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Contractor so employ such unauthorized aliens for the performance of work and/or services covered by this Agreement, and should any liability or sanctions be imposed against City for such use of unauthorized aliens, Contractor hereby agrees to and shall reimburse City for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by City.

ARTICLE 9. MISCELLANEOUS PROVISIONS

9.1 Notices.

Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of the City, to the City Manager and to the attention of the Contract Officer (with her/his name and City title), City of Bell, 6330

Pine Avenue, Bell, California 90201 and in the case of the Contractor, to the person at the address designated on the execution page of this Agreement. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

9.2 Interpretation.

The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

9.3 Counterparts.

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

9.4 Integration; Amendment.

This Agreement including the attachments hereto is the entire, complete and exclusive expression of the understanding of the parties. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. No amendment to or modification of this Agreement shall be valid unless made in writing and approved by the Contractor and by the City Council. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

9.5 Severability.

In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

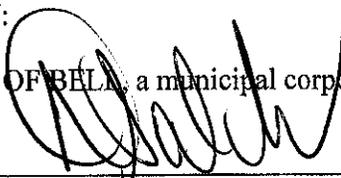
9.6 Corporate Authority.

The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.

[SIGNATURES ON FOLLOWING PAGE]

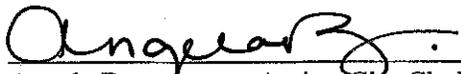
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first-above written.

CITY:
CITY OF BELLEVILLE, a municipal corporation



Ali Saleh, Mayor

ATTEST:



Angela Bustamante, Acting City Clerk

APPROVED AS TO FORM:

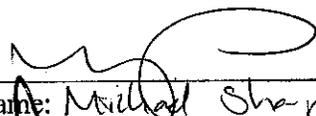
ALESHIRE & WYNDER, LLP

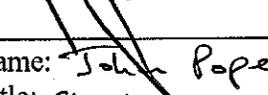


David J. Aleshire, City Attorney

CONTRACTOR:

Jive Communication, Inc.

By: 
Name: Michael Sharp
Title: Secretary

By: 
Name: John Pope
Title: Chairman

Address: 1275 West 1600 North, Suite 100
Orem, Utah 84057
legal@jive.com

TWO CORPORATE OFFICER SIGNATURES REQUIRED WHEN CONSULTANT IS A CORPORATION, WITH ONE SIGNATURE REQUIRED FROM EACH OF THE FOLLOWING GROUPS: 1) CHAIRMAN OF THE BOARD, PRESIDENT OR ANY VICE PRESIDENT; AND 2) SECRETARY, ANY ASSISTANT SECRETARY, CHIEF FINANCIAL OFFICER OR ANY ASSISTANT TREASURER. CONSULTANT'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONSULTANT'S BUSINESS ENTITY.

EXHIBIT "A"

SCOPE OF SERVICES

- I. Contractor will provide a hosted (cloud-based) telecommunications system ("System"), installation of the System, and maintenance throughout the term of this Agreement which will include:**
- A. A network with a private Multiprotocol Label Switching (MPLS) connection from City Hall to the Jive Data Center. The voice traffic from all other City locations will traverse the existing Wide Area Network (WAN) network and use the MPLS circuit connected to City Hall to access Contractor's Data Centers.**
 - B. The following hardware and network components: (3) new Cisco PoE 28-port switches and (5) new Cisco Power over Ethernet (PoE) 10-port switches, which will require the configuration of Quality-of-Service (QoS).**
 - C. Provide and deploy a router for the City Hall location for the purpose of routing voice traffic for all City locations over the new MPLS VPN circuit, and PSTN/911 survivability in the event that all network connectivity is lost.**

II. Contractor will perform the following Services:

- A. Assessment.** The assessment phase begins with a thorough examination and analysis of the readiness of City networking environment. Evaluates City's existing network resources for any technology gaps and then identifies what is required to custom-configure and deploy the System. At the same time, works with City IT and administrative personnel to gather existing system information, capture all transitioning DIDs and internal extensions, and identifies system preferences for customized dial plans, auto attendants, and voicemail settings.

- 1. Network Assessment** – Contractor carefully examines existing organizational practices and user needs and routines, along with physical facility and network layouts, to identify any potential gaps which could impact the deployment of Contractor services. They perform system configuration assessments and station surveys to validate the location of all switching equipment for each site and verify hardware types and quantities.

Contractor will work with City to review and assess City's current network environment specifically in each of the following areas:

- a. Routers and Switches. All on-premises hardware are network devices which require an enterprise-grade router to function properly. PoE switches provided by Contractor to eliminate the

need for individual power adapters for each endpoint and allow for centralized power redundancy.

b. Protocols. The following protocols shall be installed and available on the network router:

i. DHCP. Devices shall receive an internal IP address assignment via Dynamic Host Configuration Protocol (DHCP).

ii. NAT. All Network Address Translation (NAT) connections must be left open for at least 60 seconds.

iii. QoS. In a converged network, QoS must be applied to prioritize voice and video traffic over all other traffic types.

iv. Public IP Addresses. Contractor HD Video devices will have public IPs if required to function properly.

2. **Firewalls**. Firewalls will allow Contractor endpoints to access HTTP, HTTPS, and UDP traffic on the network. Firewalls shall be configured with the following settings for optimal functionality:

a. Persistent NAT Connections. NAT keep-alive requests must be allowed every 30 seconds.

b. HTTP. HTTP over port 80 must be enabled.

c. SIP. Multiple UDP connections must be allowed on ports 5060 and 5061.

d. RTP. Internally-initiated UDP requests must be allowed on ports 10,000-65,536 for audio and video.

e. NTP. UDP traffic must be allowed on port 143 for Network Time Protocol (NTP).

3. **Bandwidth**. Contractor hosted services require one or more broadband Internet connections to function properly. The following table indicates required bandwidth for various levels of concurrent voice calls.

Concurrent Calls	Required Bandwidth
10	900 kbps
50	4.5 Mbps
100	9.0 Mbps

1,000	90.0 Mbps
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- 4. System Configuration Assessment** – Following a review of existing network resources, Contractor will define the specific system needs (e.g., routers and switches, firewalls, bandwidth, etc.) required to support the System. In addition, they work with City IT and administrative personnel to further identify and define any additional system needs required to custom configure the System to City specific organizational needs. Contractor will work with City to select the survivability feature(s) that best meet City needs, including:
- a. Automatic Emergency Call Routing. Configuring the organizational dial plan to automatically route calls to external numbers, like a cell phone, ensures calls are not missed in the event of a local WAN or power failure.
 - b. Redundant Data Network Failover. the System automatically fails over to the second data connection in the event that the first connection fails.
 - c. POTS Failover. Configure the system to failover automatically to a local POTS line if Internet connectivity is lost.
 - d. Direct Peering. Contractor peers directly with major internet service providers (ISPs) to protect against large-scale public Internet outages.

In addition to customizing survivability and other system features, Contractor also identifies additional network needs and make recommendations for any configuration changes.

- 5. Solution Customization Assessment** – Contractor works with City IT and administrative staffs to determine system specifications and preferences for all voice systems, hardware endpoints, and applications, including:
- a. Porting DIDs. Which existing DIDs will be transitioning to Contractor.
 - b. Current Extension Dialing. Determine City current extension dialing plan. Contractor supports 3, 4, 5, or 6 digit extension dialing. To minimize the impact of transitioning from one phone system to another, City may require Contractor to program the system with City existing extension dialing plan.

- c. Existing Configurations. Contractor reviews current system configurations (e.g., dial plan, auto attendants, voicemail, directory) to identify which components Contractor will build into the System to maintain continuity, and which components will be changed/updated to increase functionality and ease of use.
- d. End Users. Assess City's current end users to determine application of advanced mobility options and call center features (e.g., ring groups/call queues) that enhance workplace productivity.
- e. E-911. Catalogue and build into the system location information for all hardware endpoints to support Contractor E-911 system. Contractor will work with City to gather and report this information.
- f. Permissions. Contractor will work with City to identify user groups and assign dialing privileges and administrative system access controls.
- g. Hardware. Contractor will review available handset options and determine City's handset needs.

B. Planning – Based on the information gathered during the Assessment phase Contractor will create a comprehensive project plan that clearly defines the project schedule/timeline, work plan, and management responsibilities.

1. Work Breakdown Structure (WBS). The WBS defines and maps all project activities into functional groups and identifies deliverables, stakeholders, responsibilities, and key milestones. All project tasks are summed into the following functional groups:

- a. City: Provides information on current environment and system configuration and sets specifications for the System configuration. Prepares number listing for porting, existing call flow diagrams, existing extension dialing plans, voicemail prompts and other recordings, etc. In addition, the City is responsible for:
 - i. Allowing Contractor employees access to the premises and facilities at all reasonable hours during the installation. Reasonable hours shall be defined as not to interrupt daily business and or loss of service(s).
 - ii. Provide access to existing conduit to all work locations, floor, buildings, etc. to support the media installation and providing service provider access to these adjacent areas

where and when required as determined by Contract Officer.

iii. Providing access to 120 volt, 20 AMP, 60 Hz commercial power necessary for the installation or making alterations and repairs to the building, equipment, or services if it is determined by City to be desirable or necessary for safe operation.

iv. Making inspections when notified by the Contractor that the equipment or any part thereof is ready for acceptance.

b. Contractor: Contractor will perform the following project tasks:

i. Sales Engineering: Performs Network and System Configuration Assessments. Prepares assessment deliverables (e.g., network topology diagram).

ii. Transition Project Management: Manages entire implementation project from start to finish. Prepares all project planning deliverables (e.g., WBS, schedule, communications plan).

1. *Project Manager*: One dedicated Project Manager leads entire implementation process.

2. *Service Account Manager (SAM)*: Supports transition process and then continues providing dedicated support post-deployment to maintain customer relationship and serve as a single point of contact.

iii. Fulfillment: Prepares and processes numbers for porting; orders and ships handsets and other equipment.

iv. Deployment Engineering: Custom builds/configures solution to City-specifications. In cases of on-site engineering support services, Contractor is responsible for:

1. Protecting all buildings, furniture, equipment, personal items, trees, shrubs, lawns, and all landscaping on City property from damage. Any damaged property shall be repaired or replaced at Contractor's expense.

2. Allowing access to City representative(s) to observe all on site work.
 3. Performing all work in a professional manner. City personnel may observe the work procedures and workmanship of the Contractor, but such observation will not relieve Contractor of any responsibility of performance or constitute acceptance of the work performed.
 4. Assigning appropriately Certified Installers and Technicians to this project. The project shall be staffed at all times by Installers and Technicians who, in the role of lead crafts persons, will be able to provide leadership and technical resources for the remaining crafts persons on the project.
 5. Providing no disruption of service meaning City will not endure any loss of system functionality. It will be the service provider's responsibility to ensure the seamless transition during the installation of the new service.
- v. Quality Assurance: Tests and validates system configuration and hardware. Prepares system documentation.
- vi. City Experience: Provides all deployment, go-live, and post-deployment training and support.
1. *Onboarding*: Provides initial system training and system deployment support.
 2. *Training*: As requested, dedicated trainers can provide on-site training for both administrators and end users.
- vii. City Support: Provides ongoing system (features/functions) support.
- viii. Technical Support: Provides specialized network and system configuration support and technical support.

C. Design/Build

1. Equipment / DIDs. Contractor submits identified DIDs for porting and proactively monitors progress toward completion. Fulfillment specialists work through any porting errors or other issues to ensure all requested numbers complete the porting process successfully.

Using equipment specifications identified during the Assessment phase, Contractor also orders all requested handsets, routers, adapters, and other system equipment. Contractor deployment engineers pre-pro- vision and test all equipment prior to shipping it to the City location.

2. Network. Contractor configures the City network (and supporting equipment) in accordance with sales engineering specifications developed with the City during the Assessment phase. This includes:
 - a. Bandwidth Installation. Place order (if necessary), turn up DIA circuit, troubleshoot.
 - b. Firewall/Content Filter Configuration. Open appropriate ports for SIP traffic, ensure media flows, SIP/ RTP sessions.
 - c. QoS Configuration. Ingress voice traffic (ISP), egress voice traffic (CPE).
 - d. VLAN Configuration. VLAN assignment, switch-ports, DHCP.
 - e. PSTN Survivability Options. Configure voice gateways, ship gateways, connect FXO lines, test.
 - f. WAN Survivability. Physical voice gateway installation, configuration of WAN interfaces, test.
3. System. Contractor builds and configures the System in accordance with the specifications and preferences gathered during the Assessment phase. This includes:
 - a. Features. Configuration of all system features (e.g., music on hold, virtual fax, conference bridges, voice-mail, mobility, etc.)
 - b. End Users. Individual end user information including initial voicemail configurations, mobility access, virtual fax, assigned extensions, conference bridges, ring groups, permissions, etc.
 - c. Call Flow. Initial dial plan with all defined schedules (e.g., normal hours/after hours/ holiday/weekend) and associated targets (e.g., auto attendants, voicemail, virtual fax, recorded messages, etc.)

- d. Call Center. Assignment of agents to ring groups/call queues and establishment of call filtering and other call strategies. Contractor will provide customized calling reports upon City's request.

D. Deployment

1. Equipment. All pre-configured equipment arrives on-site. Contractor shall perform all on-site installation/configuration and handset placement at all City sites.
2. System Testing and Verification. Contractor shall test the system and all configured applications, features, and functions to ensure the System is ready for the go-live date. All testing is completed and approved by City organization prior to project completion. Contractor tests all major aspects of the system during the implementation. This testing includes (but is not limited to):
 - a. 911/E911
 - b. IVR and inbound call flows by location or department
 - c. All common VoIP features presented in the solution
 - d. Planned unified calling (UC) integration
 - e. All calling conditions such as local, long distance, Inter-office, toll free, etc.
 - f. Survivability by location (if district selects this option)

Contractor will provide all system documentation, including: naming standards/schema, system diagrams, and IP numbers. Contractor will also provide additional voice documentation, including: standard templates for all hand-sets, numbering plan design, dialing plan diagram, user tables.

E. Training

1. Administrator Training. Contractor follows a train the trainer methodology in its administrator trainings, providing participants with the ability to train other members of the organization upon completion. Contractor will utilize the following administrator training options:
 - a. City On-boarding Training. One (1) hour trainings provided Contractor's customer service personnel are done over the phone with screen-sharing. These trainings are tailored to City needs and provide an overview of how to configure and use the System. City

personnel may schedule additional follow-up sessions as required at any time and at no additional cost.

- b. Online Video Tutorials. Training videos demonstrating the configuration and utilization of System features. The videos are located here: www.youtube.com/user/jivettraining. Video tutorials provide straightforward guidance and can be accessed at any time.
 - c. Administrator Guide. Detailed written guides that provide instructions on how to use all features included with Contractor Hosted VoIP. Guides are always available online and can be made available in printed format at no additional cost.
 - d. Ad Hoc Training. Contractor service representatives are available for phone-based trainings on an ad hoc basis. City personnel may either schedule a time with a Contractor service representative to attend a personalized administrator training or they may simply call Contractor customer service with any questions they have.
 - e. On-Site Administrator Training Classes. On-site classes include training on the web-based PBX controls (administrator software), Dial Plan Editor, and Call Reporting applications. Classes are administered on the City site upon request.
2. Go-Live. If possible, City will complete system cutover during an after-hours or low usage window. If this is not possible, Contractor can also provide temporary call forwarding to support the transition process.
 3. Post-Deployment Support. Contractor's installation, training, support, and customer service teams shall be always on hand to help City get the most out of the System. Once the solution is implemented, all maintenance and upgrade costs are built into the monthly service fee. There shall be no software maintenance, professional service, or upgrade fees.

Immediately after (and during) the deployment process, Contractor ensures City has the support needed to ensure a smooth transition. These activities are coordinated by City project manager and include:

- a. Ensure administrators have been fully trained on the system.
- b. Ensure access to end-user self-training tools has been provided.
- c. Run a final system check to ensure proper configuration.
- d. Hold a post-deployment meeting with the City to review any remaining action items.

- e. Assign City account to a dedicated fulfillment manager to oversee system-side deployment items (including call routing, number porting, etc.).
4. Jive Cloud Platform. Contractor shall be solely responsible to maintain and support the System. The System is not purchased or licensed from any third party.

III. Support and Maintenance

Contractor is completely responsible for all software maintenance and updates; Contractor manages and maintains all infrastructure, software, and hardware involved in the System and ensures everything is kept up to date. The System is engineered in such a way that updates and maintenance do not require scheduled downtime, but are instead rolled out across the System during periods of low utilization.

A. Warranty.

1. All of the hardware endpoints that are used for delivery of the hosted services are covered under warranty as follows:

Item	Warranty Period
VoIP Handsets	During term of the Agreement unless the handsets are damaged beyond normal wear and tear.
Routers and switches	During term of the Agreement unless the equipment is damaged beyond normal wear and tear.

2. Contractor services all manufacturer warranties for the duration of the Agreement and provide maintenance and support for the hardware endpoints.
3. If a handset fails within the warranty period, Contractor will send an “advance replacement” handset to the City. Alternatively, City may maintain a number of “extra” handsets which can be programmed remotely via Contractor’s online administrator portal controls to minimize any downtime.
4. In the event any handset fails, City personnel will still have access to voicemail, and any incoming telephone calls can simply be routed to another device (e.g., cellular phone). Each of the handsets operates

independently of the other handsets on the System—a failure of a single piece will not impact the rest of the System .

B. Monitoring and Maintenance

1. Over 1,200 different parameters are constantly monitored to ensure the System is functioning properly. Any variance out of normal bounds triggers automatic alarming of Contractor’s network operation center (NOC) staff (via email, text message, and flashing red lights in the NOC itself). Monitored items include network, hardware, and software components. Normal bound triggers shall be set such that alarms are issued well before an issue escalates to the point of causing service degradation, allowing for proactive issue resolution before City is affected.
2. The System components on City premises is continuously monitored remotely for “up down” status and network accessibility. Any variance from accepted norms triggers a closer look by Contractor’s support engineers. The VoIP handsets themselves are subject only to basic reporting—the last date of provisioning and the current IP used are tracked in the portal.
3. The System also provides real-time VoIP endpoint monitoring to help City personnel identify and troubleshoot problems.

IV. Rented Equipment

A. City shall rent the following equipment (“Rented Equipment”)

Item	Quantity	Model Number	Description
Polycom Business Phone	120	VVX410 (PoE)	The Polycom VVX 410 model supports 12 line appearances to create a powerful but cost-effective IP phone option.
Polycom Conference Phone	6	IP6000 (PoE)	The Polycom IP6000 is an advanced IP conference phone that delivers superior performance for small to midsize conference rooms.

B. Transfer of Title. At the later of thirty-six (36) months from the date of this Agreement, or the time when the Customer's rental charges equal the unit prices of the Rented Equipment plus 10% (as set forth in Exhibit “C”), Contractor will assign City title to the Rented Equipment unless the City has elected to extend the term of this Agreement. This does not apply to equipment for which rental charges have been paid less than thirty-six (36) months.

C. Maintenance of Equipment.

1. City shall keep the Rental Equipment in good working condition minus ordinary wear and tear.
2. If the Rented Equipment is damaged during the rental term (excepting ordinary wear and tear), the Customer shall pay Contractor an amount equal to the lesser of the unit price (as set forth in Exhibit "C") or the cost to repair the damaged equipment.

V. All work product is subject to review and acceptance by the City, and must be revised by the Contractor without additional charge to the City until found satisfactory and accepted by City.

VI. Consultant will utilize the following personnel to accomplish the Services:

- A. Jackie Hood, Account Manager
- B. Sangar Safi, Sales Engineer
- C. Laura Thomas, Director of Project Management
- D. Todd Doyle, Director of Development Services
- E. David Rowley, Vice President of Customer Experience
- F. Brian Moore, Vice President of Sales

EXHIBIT "B"

**SPECIAL REQUIREMENTS
(Superseding Contract Boilerplate)**

I. Section 4.5 of the Agreement is hereby amended by adding the underlined portion and shall now read as follows:

4.5 Prohibition Against Subcontracting or Assignment.

The experience, knowledge, capability and reputation of Contractor, its principals and employees were a substantial inducement for the City to enter into this Agreement. Therefore, Contractor shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of the City. In addition, neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of City except in connection with a sale of all or substantially all of the Contractor's assets in which the purchasing party assumes all of the Contractor's rights and obligations under this agreement. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Contractor, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release the Contractor or any surety of Contractor of any liability hereunder without the express consent of City.

II. Additional Terms.

- A. Appropriate Use. The Services are for the City's own commercial or governmental use only.
- B. 911 Dialing; Service Availability; Location Information. The City acknowledges (1) that it has read and understood the Contractor's 911 and Service Availability Policy, which is available at jive.com/legal/911-service-availability-policy/, and (2) that 911 dialing service offered by the Contractor ("The Contractor 911 Dialing") differs from 911 dialing service offered by traditional telephone carriers in the ways described in the 911 and Service Availability Policy, including that the Contractor 911 Dialing will not function if the City loses electrical power or broadband internet connection or if anything on the City's wide area network or local area network blocks the City's connection to The Contractor's platform.
- C. The City shall provide the Contractor the physical location of each device used to make or receive calls, and the Contractor shall not initiate Services until it has received this information. If the City relocates any device, it shall promptly notify

the Contractor of the device's new location by phone at (801) 717-1556, or by e-mail at fulfillment@jive.com and shall pay any fees associated with updating the location database.

- D.** Location and callback information associated with a device will normally be automatically forwarded to an emergency dispatch center when using The Contractor 911 Dialing. Because some emergency dispatch centers are not equipped to receive such location and callback information, the City acknowledges that it may need to provide location and callback information verbally to Contractor. Automatic forwarding of location and callback information is not activated for any device until the Contractor notifies City by e-mail that it has been activated.
- E.** Shipment. Risk of loss or damage to equipment during shipment belongs to the shipping party unless the City has requested a different shipping carrier, in which case the City bears the risk. After the equipment arrives at the location specified by the City, the risk of loss or damage belongs to the City.
- F.** Regulatory Changes. The City acknowledges that voice-over-IP services are regulated by the FCC and various state laws. If any governmental entity enacts any new or updated law or regulation, the Contractor may request an amendment to the terms of this contract to comply with the new or updated law or regulation.

EXHIBIT "C"

SCHEDULE OF COMPENSATION

I. Contractor shall perform the Services at the following rates:

CITY OF BELL HOSTED V OLP (36 MONTH RENTAL)

One-Time Charges	Qty	Unit Price	Subtotal
Jive Mobility – End User License	20	0.00	0.00
Voice – Number Port	200	0.00	0.00
Cisco SPA112	10	0.00	0.00
Cisco SG300-28P, 28-port GigE PoE Switch	3	715.99	2,147.97
Cisco SG300-10P, 10-port GigE PoE Switch	5	348.67	1,743.35
Adtran TA908e, single FXO port	7	1,047.25	7,330.75
Engineering Services – On Site (min. 3 days)	1	2,250.00	2,250.00
End-User Training (Per-Day)	3	300.00	900.00
		Sales Tax	0.00
		Total	14,372.07

Monthly Charges	Qty	Unit Price	Subtotal
Interconnected VoIP – Common Area Phone	10	9.95	99.50
Polycom WX410 (PoE) – Rental	120	4.50	540.00
Interconnected VoIP	120	17.95	2,154.00
Voice – Standard DID	200	0.25	50.00
Polycom IP 6000 – Rental	6	21.75	130.50
		Taxes & Fees	318.11
		Total	3,292.11

Up-front charges
\$14,372.07

Monthly charges
\$3,292.11

II. One Time Charges, in the amount of \$14,372.07, shall be invoiced only once after completion of all installation and training for the System and upon submission of an invoice.

III. The City will compensate Contractor for the monthly charges for the Services upon submission of a valid invoice submitted monthly. Each invoice shall include:

A. Line items for all services and the corresponding charges.

B. Line items for all rental materials and equipment and corresponding charges.

C. Line items for all other approved reimbursable expenses claimed, with supporting documentation.

D. Line items for all approved subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.

IV. The total compensation for the Services shall not exceed \$132,888.03 as provided in Section 2.1 of this Agreement, \$53,877.39 for the first year and \$39,505.32 per year thereafter.

EXHIBIT "D"

SCHEDULE OF PERFORMANCE

- I. Contractor shall perform all Services timely during the term of this Agreement which shall not exceed three (3) years from the date of this Agreement.**
- II. Contract Officer may approve extensions for performance of the services in accordance with Section 3.2.**
- III. The Project Schedule set forth on the following page sets out the tasks and milestones identified in the Work Breakdown Structure across the implementation timeline. The Project Schedule is used as the initial schedule for System deployment.**

