

**AGREEMENT BETWEEN THE CITY OF MURRIETA
AND
BLUE VIOLET NETWORKS**

This Agreement ("Agreement"), made this 2nd day of April 2024, by and between the CITY OF MURRIETA, a Municipal Corporation, duly organized and existing under and by virtue of the laws of the State of California ("CITY"), and Blue Violet Networks, a California limited liability company ("CONSULTANT") with reference to the following facts which are acknowledged by each party as true and correct:

RECITALS

A. CITY is a general law city, formed and existing pursuant to the provisions of the California Government Code.

B. CITY is authorized to enter into consultant agreements under the provisions of California Government Code section 53060.

C. CITY desires or is in need of equipment and services related to the support for the City VOIP phone system.

D. CONSULTANT has special knowledge, experience and facilities for accomplishing the above services.

E. CITY now desires to retain CONSULTANT to accomplish the above services, and CONSULTANT is willing to be so retained pursuant to the terms and conditions of this Agreement.

AGREEMENT

NOW, THEREFORE, it is agreed by and between the parties as follows:

OPERATIVE PROVISIONS

1. RESPONSIBILITIES OF CONSULTANT

1.1 CONSULTANT shall undertake to carry on the scope of services as listed in the attached Scope of Services (refer to Exhibit "A"), which is attached to and made a part of this Agreement. To the extent the provisions of Exhibit "A" are ambiguous in relation to the provisions of this Agreement, inconsistent with the provisions of this Agreement, or expand upon the provisions of this Agreement, the provisions of this Agreement shall take precedence and the provisions of Exhibit "A" shall not apply. These duties may be adjusted from time to time as agreed upon in writing by CONSULTANT and CITY. Any additional services authorized by CITY shall be subject to all terms and conditions of this Agreement, except as modified in writing in accordance with Section 24.

1.2 Representations. CONSULTANT will perform the services set out in this Agreement, as contemplated herein, in an efficient, timely, and professional manner, and in accordance with generally accepted standards for performing similar services. It is understood that CITY, in entering into this Agreement, is relying on CONSULTANT's representations for quality and professional work performed in a timely manner, and CONSULTANT shall perform

in accordance with those representations and standards.

2. ADMINISTRATION OF AGREEMENT

2.1 CITY appoints its City Manager, or his designee, to administer CITY's rights under this Agreement, and to review the work performed by CONSULTANT pursuant to the scope of services.

2.2 CONSULTANT shall keep the City Manager, CITY's representative, or his designee or designees, fully informed as to the progress of the work and shall submit to CITY such oral and written reports as CITY may specify.

2.3 This Agreement shall be administered on behalf of the parties hereto, and any notice desired or required to be sent to a party hereunder shall be addressed, as follows:

For CITY: John Borger
Information Technology Manager
Address: City of Murrieta
One Town Square
24601 Jefferson Avenue
Murrieta, CA 92562
Phone: (951) 461-6066

For CONSULTANT: Blue Violet Networks

CONSULTANT: David Kim
Address: 17815 Newhope St. Suite M.
Fountain Valley, CA 92708
Phone: 714-754-4000

3. TERM

3.1 The term of this Agreement shall be from March 31st, 2024 to March 31st, 2027.

3.2 Time is of the essence for this Agreement and each provision of this Agreement, unless otherwise specified in this Agreement.

4. PAYMENT TO CONSULTANT

4.1 Consideration. In consideration of the services to be performed by CONSULTANT for the CITY as set forth in Section 1, the CITY agrees to pay CONSULTANT the sum of fifty-six thousand and two hundred seventy-eight dollars and eighty cents (\$56,278.80) in accordance with the schedules set forth in Exhibit "A"

4.2 Additional Services. If CITY desires any additional services ("Additional Services"), CONSULTANT may, upon written request by the CITY, furnish a proposal including an itemized statement of the estimated cost of the Additional Services thereof, and the CITY may modify or alter the proposal, or may reject the proposal in its entirety, at its sole discretion, or may direct the submission of a new proposal which may be accepted, altered or rejected. Upon the written approval of any Additional Services including costs by CONSULTANT and

CITY, CONSULTANT shall perform the Additional Services and CITY will pay to CONSULTANT the cost of the Additional Services as agreed in writing. All money due for Additional Services shall be supported by a detailed statement of CONSULTANT showing the basis of said claims, and certified by proper officers of CONSULTANT.

4.3 Payments. Payment of CONSULTANT's fee shall be made in accordance with CITY's normal schedule for issuance of checks. CONSULTANT agrees and acknowledges that it is CONSULTANT's sole responsibility to report as income all compensation received from CITY, and to make the requisite tax filings and payments to the appropriate federal, state and local tax authorities.

5. STATUS OF CONSULTANT

5.1 Independent Contractor. It is understood and agreed that CITY is interested only in the results obtained from service hereunder and that CONSULTANT shall perform as an independent contractor with sole control of the manner and means of performing the services required under this Agreement. CONSULTANT shall complete this Agreement according to its own methods of work which shall be in the exclusive charge and control of CONSULTANT and which shall not be subject to control or supervision by the CITY, except as to the results of the work. CONSULTANT is, for all purposes arising out of this Agreement, an independent contractor, and neither CONSULTANT, nor its employees, agents and representatives shall be deemed an employee of the CITY for any purpose.

5.2 Employee Benefits. CONSULTANT shall be responsible for all salaries, payments, insurance and benefits for all of its officers, agents, representatives and employees in performing services pursuant to this Agreement. It is expressly understood and agreed that CONSULTANT and its employees, agents, and representatives shall in no event be entitled to any CITY benefits to which CITY employees are entitled, including, but not limited to, overtime, retirement benefits, insurance, vacation, worker's compensation, sick or injury leave or other benefits.

5.3 Workers' Compensation Insurance. CONSULTANT agrees to procure and maintain in full force and effect Workers' Compensation Insurance covering its employees and agents while these persons are participating in the activities hereunder, as provided in Section 6.1.2 of this Agreement.

5.4 Prevailing Wages. Pursuant to the provisions of section 1773 of the Labor Code of the State of California, the City Council has obtained the general prevailing rate of per diem wages and the general rate for holiday and overtime work in this locality for each craft, classification, or type of workman needed to execute this Agreement, from the Director of the Department of Industrial Relations. These rates are on file with the City Clerk. Copies may be obtained at cost at the City Clerk's office. CONSULTANT shall post a copy of such rates at their office and shall pay the adopted prevailing wage rates as a minimum. If applicable, CONSULTANT shall comply with the provisions of sections 1773.8, 1775, 1776, 1777.5, 1777.6, and 1813 of the Labor Code and any other applicable laws.

Pursuant to the provisions of section 1775 of the Labor Code, CONSULTANT shall forfeit to CITY, as a penalty, the sum of fifty dollars (\$50.00) for each calendar day, or portion thereof, for each laborer, worker, or mechanic employed, paid less than the stipulated prevailing rates for any work done under this Agreement, by him or by any sub-consultant under him, in violation of the provisions of this Agreement.

6. INSURANCE

CONSULTANT shall not begin the services under this Agreement until it has: (a) obtained, and upon the CITY's request, provided to the CITY, insurance certificates reflecting evidence of all insurance required in this Section 6; however, CITY reserves the right to request, and CONSULTANT shall submit, copies of any policy upon reasonable request by CITY; (b) obtained CITY approval of each company or companies as required by Section 6; and (c) confirmed that all policies contain the specific provisions required in Section 6.

6.1 Types of Insurance. At all times during the term of this Agreement, CONSULTANT shall maintain insurance coverage as follows:

6.1.1 Commercial General Liability. Commercial General Liability (CGL) Insurance written on an occurrence basis to protect CONSULTANT and CITY against liability or claims of liability which may arise out of this Agreement in the amount of One Million Dollars (\$1,000,000) per occurrence and subject to an annual aggregate of One Million Dollars (\$1,000,000). There shall be no endorsement or modification of the CGL limiting the scope of coverage for either insured vs. insured claims or contractual liability.

6.1.2 Workers' Compensation. For all of CONSULTANT's employees who are subject to this Agreement and to the extent required by applicable state or federal law, CONSULTANT shall keep in full force and effect a Workers' Compensation policy. That policy shall provide employers' liability coverage as required by applicable state and/or federal Workers' Compensation laws, and CONSULTANT shall provide an endorsement that the insurer waives the right of subrogation against the CITY and its respective elected officials, officers, employees, agents and representatives. In the event a claim under the provisions of the California Workers' Compensation Act is filed against CITY by a bona fide employee of CONSULTANT participating under this Agreement, CONSULTANT agrees to defend and indemnify the CITY from such claim.

6.1.3 Professional Liability. For all of CONSULTANT's employees who are subject to this Agreement, CONSULTANT shall keep in full force and effect Professional Liability coverage for professional liability with a limit of One Million Dollars (\$1,000,000) per claim and One Million Dollars (\$1,000,000) annual aggregate. CONSULTANT shall ensure both that: (1) the policy retroactive date is on or before the date of commencement of services under this Agreement; and (2) the policy will be maintained in force for a period of four years after termination of this Agreement or substantial completion of services under this Agreement, whichever occurs last. CONSULTANT agrees that for the time period defined above, there will be no changes or endorsements to the policy that increase the CITY's exposure to loss.

6.2 Insurer Requirements. All insurance required by express provision of this Agreement shall be carried only by responsible insurance companies that are rated "A-" and "V"

or better by the A.M. Best Key Rating Guide, and are licensed to do business in the State of California. CITY will accept insurance provided by non-admitted "surplus lines" carriers only if the carrier is authorized to do business in the State of California.

6.3 Deductibles. All deductibles on any policy shall be the responsibility of CONSULTANT and shall be disclosed to CITY at the time the evidence of insurance is provided.

6.4 Specific Provisions Required. Each policy required under this Section 6 shall expressly provide, and an endorsement shall be submitted to CITY, that: (a) the policies are primary and non-contributory to any insurance that may be carried by CITY; and (b) CITY is entitled to thirty (30) days' prior written notice (10 days for cancellation due to non-payment of premium) of cancellation, material reduction, or non-renewal of the policy or policies. Additionally, the CGL policy shall expressly provide, and an endorsement shall be submitted to CITY, that the City of Murrieta and its respective officers and employees are additional insureds under the policy.

6.5 Indemnity Not Limited by Insurance. CONSULTANT's liabilities, including, but not limited to, CONSULTANT's indemnity and defense obligations under this Agreement, shall not be deemed limited in any way to the insurance coverage required herein. Maintenance of specified insurance coverage is a material element of this Agreement, and CONSULTANT's failure to maintain or renew coverage or to provide evidence of renewal during the term of this Agreement may be treated as a material breach of contract by CITY.

7. AUDIT AND INSPECTION OF RECORDS

At any time during CONSULTANT's normal business hours and as often as CITY may deem necessary, and upon reasonable notice, CONSULTANT shall make available to CITY, or any of its duly authorized representatives, for examination, audit, excerpt, copying or transcribing, all data, records, investigation reports and all other materials respecting matters covered by this Agreement. CONSULTANT will permit CITY to audit and to make audits of all invoices, materials, payrolls, records of personnel and other data related to all matters covered by this Agreement. All material referenced in this Section, including all pertinent cost accounting, financial records, and proprietary data, must be kept and maintained by CONSULTANT for a period of at least four (4) years, or for the period required by law, whichever is greater, after completion of CONSULTANT's performance hereunder, unless CITY's written permission is given to dispose of same prior to that time.

8. CONFIDENTIALITY AND USE OF INFORMATION

8.1 Except as otherwise provided by law, all reports, communications, documents and information obtained or prepared by CONSULTANT respecting matters covered by this Agreement shall not be published without prior written consent of City Manager or his designees, nor shall CONSULTANT issue any news releases or publish information relating to its services hereunder without the prior written consent of the City Manager. CONSULTANT shall hold in trust for the CITY, and shall not disclose to any person, any confidential information. Confidential information is information which is related to the CITY's research, development, trade secrets and business affairs, but does not include information which is generally known or easily ascertainable by nonparties through available public documentation.

8.2 CONSULTANT shall advise CITY of any and all materials used, or recommended for use, by CONSULTANT to achieve the project goals that are subject to any copyright restrictions or requirements. In the event CONSULTANT shall fail to so advise CITY and, as a result of the use of any programs or materials developed by CONSULTANT under this Agreement, CITY should be found in violation of any copyright restrictions or requirements, CONSULTANT agrees to indemnify and hold harmless CITY against any action or claim brought by the copyright holder.

8.3 Ownership of Records. All records created by the CONSULTANT shall become the property of the CITY and shall be subject to state law and CITY policies governing privacy and access to files. The CITY shall have access to and the right to examine all books, documents, papers and records of the CONSULTANT involving transactions and work related to this Agreement. The CONSULTANT shall retain all copies of records for a period of five (5) years from the date of final payment.

9. NOTICE

All notices or demands to be given under this Agreement by either party to the other shall be in writing and given either by: (a) personal service, (b) by U.S. Mail, mailed either by certified mail, return receipt requested, with postage prepaid and addressed to the party to whom the notice is directed, or (c) via facsimile transmission (with proof of confirmation by sender). Service shall be considered given when received if personally served or, if mailed, two days after deposit in the United States Mail by certified mail, return receipt requested. The address to which notices or demands may be given by either party may be changed by written notice given in accordance with the notice provisions of this section. At the date of this Agreement, the addresses of the parties are as set forth in Section 2 above.

10. TERMINATION FOR CAUSE

10.1 CITY may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include: (a) a material violation of any of the covenants, agreements, or stipulations of this Agreement by CONSULTANT, (b) CONSULTANT, through any cause, failing to fulfill in a timely and proper manner its obligations under this Agreement, (c) any act by CONSULTANT exposing CITY to liability to others for personal injury or property damage, or (d) if CONSULTANT is adjudged bankrupt, CONSULTANT makes a general assignment for the benefit of creditors, or a receiver is appointed on account of CONSULTANT's insolvency. Written notice by CITY of termination for cause shall contain the reasons for such intention to terminate and shall specify the effective date thereof. Unless prior to the effective date of the termination for cause the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall cease and terminate on the effective date specified in the written notice by CITY.

10.2 In the event of such termination, CONSULTANT shall be paid the reasonable value of satisfactory services rendered up to the date of receipt of the notice of termination in accordance with this Agreement, less any payments theretofore made, as determined by CITY, not to exceed the amount payable herein, and CONSULTANT expressly waives any and all claims for damages or compensation arising under this Agreement in the event of such termination, except as set forth herein.

11. TERMINATION FOR CONVENIENCE OF CITY

11.1 CITY may terminate this Agreement at any time and for any reason by giving written notice to CONSULTANT of such termination, and specifying the effective date thereof, at least fifteen (15) days prior to the effective date.

11.2 If the Agreement is terminated as provided in this Section, CONSULTANT shall be entitled to receive compensation for any satisfactory work completed up to the receipt by CONSULTANT of notice of termination, less any payments theretofore made and not to exceed the amount payable herein, and for satisfactory work completed between the receipt of notice of termination and the effective date of termination pursuant to a specific request by CITY for the performance of such work.

12. PERFORMANCE AFTER TERMINATION

Upon termination of this Agreement as provided herein, CONSULTANT shall, within such reasonable time period as may be directed by City Manager, complete those items of work which are in various stages of completion and which City Manager determines are necessary to be completed by CONSULTANT to allow the project to be completed in a timely, logical, and orderly manner. Upon termination, all finished or unfinished documents, data, studies, surveys, drawings, models, photographs, reports, and other materials prepared by CONSULTANT shall be delivered to the City Manager, upon his request, as property of CITY.

13. DEFENSE AND INDEMNIFICATION

13.1 CONSULTANT shall, to the fullest extent permitted by law, hold harmless, protect, defend (with attorneys approved by CITY) and indemnify the CITY, its council, and each member thereof, its officers, agents, employees, representatives, and their successors and assigns, from and against any and all losses, liabilities, claims, suit damage, expenses and costs including reasonable attorney's fees and costs, and expert costs and investigation expenses ("Claims"), which arise out of or are in any way connected to the performance under this Agreement or any negligent or wrongful act or omission by CONSULTANT, its officers, employees, representatives, subcontractors, or agents regardless of whether or not such claim, loss or liability is caused in part by a party indemnified hereunder. CONSULTANT shall have no obligation, however, to defend or indemnify CITY if it is determined by a court of competent jurisdiction that such Claim was caused by the sole negligence or willful misconduct of CITY.

13.2 General Indemnity Provisions. This indemnity is in addition to any other rights or remedies which CITY may have under the law or this Agreement. In the event of any claim or demand made against any party which is entitled to be indemnified hereunder, CITY may, at its sole discretion, reserve, retain or apply any monies due to CONSULTANT under this Agreement for the purpose of resolving such claims; provided however, that CITY may release such funds if CONSULTANT provides CITY with reasonable assurances of protection of the CITY's interest. The CITY shall, in its sole discretion determine whether such assurances are reasonable.

CONSULTANT agrees that its duty to defend the indemnities arises upon an allegation of liability based upon the performance of services under this Agreement by CONSULTANT, its officers, agents, representatives, employees, sub-consultants, or anyone for whom CONSULTANT is liable and that an adjudication of CONSULTANT's liability is not a condition precedent to CONSULTANT's duty to defend.

14. CONFLICT OF INTEREST

14.1 CONSULTANT shall be bound by the requirements of the FPPC (Fair Political Practice Commission) and state law with regard to disclosure of financial interests and prohibited conflicts of interest.

14.2 Prior to execution of this Agreement, CONSULTANT shall disclose in writing to CITY any and all compensation, actual or potential, which CONSULTANT may receive in any form from a party other than CITY as a result of performance of this Agreement by CONSULTANT. If CONSULTANT becomes aware of the potential for such compensation subsequent to the execution of this Agreement, CONSULTANT shall disclose such compensation within three (3) working days of becoming aware of the potential for such compensation.

14.3 Prior to or concurrent with making any recommendation of any products or service for purchase by the CITY, CONSULTANT shall disclose any financial interest that CONSULTANT may have in any manufacturer or provider of the recommended products or services. The term "financial interest" includes, but is not limited to, employment (current or prospective) or ownership interest of any kind and degree.

14.4 CONSULTANT shall not conduct business for third parties which may be in conflict with CONSULTANT's responsibilities under this Agreement. CONSULTANT may not solicit any business during the term of this Agreement which conflicts with its responsibilities under this Agreement. CONSULTANT shall provide no services for any private client within the corporate boundaries or sphere of influence of CITY during the period of this Agreement which may constitute a conflict of interest.

15. ASSIGNMENT

No portion of this Agreement or any of the work to be performed hereunder may be assigned or delegated (including hiring and retaining use of any other person or entity for any purpose, except for those certain subconsultants specifically included in the attached "Scope of Services") by CONSULTANT without the express written consent of CITY, nor may any interest in this Agreement be transferred (whether by assignment or novation) by CONSULTANT without the express written consent of CITY, and without such consent all services hereunder are to be performed by CONSULTANT, its officers, agents and employees. However, claims for money due or to become due to CONSULTANT from CITY under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of such assignment or transfer shall be furnished promptly to CITY. Any assignment requiring approval may not be further assigned without CITY approval.

16. SURVIVAL

CONSULTANT's representations, insurance and indemnity obligations, and performance obligations post-termination shall survive termination of this Agreement.

17. COMPLIANCE WITH APPLICABLE LAWS

CONSULTANT agrees to comply with all federal, state and local laws, rules, regulations and ordinances that are now or may in the future become applicable to CONSULTANT, CONSULTANT's business, equipment and personnel engaged in activities covered by this

Agreement or arising out of the performance of such activities.

18. PERMITS/LICENSES

CONSULTANT and all of CONSULTANT's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this Agreement.

19. NONDISCRIMINATION IN EMPLOYMENT

CONSULTANT agrees that it will not engage in unlawful discrimination in employment and shall comply with all applicable laws and regulations of CITY and/or all other relevant government agencies, including, but not limited to, the California Department of Fair Employment and Housing and the Federal Equal Employment Opportunity Commission. Also, CONSULTANT certifies and agrees that all persons employed by CONSULTANT, its affiliates, subsidiaries and related entities, if any, will be treated equally by CONSULTANT, without unlawful discrimination based upon creed, sex, race, national origin, or any other classification prohibited by state or federal law. If CITY finds that any of the provisions of this Section have been violated, such violation shall constitute a material breach of this Agreement, upon which CITY may determine to cancel, terminate, or suspend this Agreement. While CITY reserves the right to determine independently that the anti-discrimination provisions of the Agreement have been violated, in addition, a determination by the California Fair Employment Practices Commission or California Department of Fair Employment and Housing, or successor agency, or the Federal Equal Employment Opportunity Commission, or successor agency, that CONSULTANT has violated state or federal anti-discrimination laws relative to this Agreement shall constitute a finding by CITY that CONSULTANT has violated the anti-discrimination provisions of this Agreement.

20. NON-WAIVER

The failure of CITY or CONSULTANT to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this Agreement shall not be deemed a waiver by that party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition. Payment to CONSULTANT of compensation under this Agreement shall not be deemed to waive CITY's rights or CONSULTANT's rights contained in this Agreement.

21. SEVERABILITY

If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be unenforceable, invalid, or void, the remaining provisions will nevertheless continue in full force and effect and shall not be affected, impaired or invalidated in any way.

22. DISPUTES

In the event that any action is brought by either party to construe this Agreement or enforce any of its terms, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs incurred, whether or not the matter proceeds to judgment.

23. REMEDIES

The rights and remedies of the CITY provided in this Agreement are not intended to be exclusive, and are in addition to any other rights and remedies permitted by law.

24. ENTIRE AGREEMENT/AMENDMENT

This Agreement and any exhibits attached hereto constitute the entire agreement between the parties and supersede any prior or contemporaneous understanding or agreement with respect to the services contemplated, and may be amended only by a written amendment executed by both parties to the Agreement.

25. GOVERNING LAW/VENUE

The terms and conditions of this Agreement shall be governed by the laws of the State of California. Any action or proceeding brought by any party against any other party arising out of or related to this Agreement shall be brought exclusively in Riverside County.

26. BINDING AGREEMENT

This Agreement is intended to be binding on the parties and their respective successors and assigns.

27. NUMBER

The plural shall include the singular, and the singular shall include the plural and neuter wherever the context so indicates or requires.

28. WARRANTY OF AUTHORITY

Each of the parties signing this Agreement warrants to the other that it has the full authority of the entity on behalf of which its signature is made.

29. COUNTERPARTS

This Agreement may be executed in counterparts, all of which taken together will be considered one original document.

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

CITY OF MURRIETA

Kim Summers, City Manager

Attest:

Cristal McDonald, City Clerk

Approved as to Form:

Tiffany Israel, City Attorney

Blue Violet Networks _____
Name of Consultant

David Kim _____
Name/title of signatory [please print]

Signature

Name/title of signatory [if necessary]

Signature

EXHIBIT A

Scope of Services



A DIVISION OF THE COOK & BOARDMAN GROUP, LLC

March 14, 2024

City of Murrieta Mitel Systems Managed Services Support Plan-2024

Support Agreement includes Priority Service 24-hour x 7 days a week x 365 days a year coverage.

Telephone and remote support

- Unlimited Telephone support from the BVN Technical Assistance Center.
 - Immediately connect with an engineer certified in Mitel.
 - Engineers provide your IT staff with technical assistance and troubleshooting and can quickly escalate to an on-site visit, or manufacturer assistance.
- BVN engineers will access your system remotely for troubleshooting and begin providing immediate assistance. (No more waiting for a site visit to be scheduled)

On-site Support (optional)

- If a service issue cannot be remotely resolved, Blue Violet Networks will dispatch a technician who will arrive on-site. When onsite support is included in support plan, the BVN technician will arrive within the guaranteed selected response time. Blue Violet Networks will make every reasonable effort to restore the covered system to a functional state before the technician assigned leaves the site.

Mitel Advantage manufacturer support and software updates via Mitel Software Assurance

- Software assurance keeps your system at the most current version and adds new features.
- Mitel Software Assurance provides you with any necessary software patches required to resolve a support issue. Also provides access to point releases.
- Software assurance is required for you or BVN to request support from Mitel
- Labor for BVN technicians to install these updates one time annually is included.

Response Times

Routine Request:

If a Routine service request is received at any time for a minor issue (Medium or Low) Blue Violet Networks guarantees a technician will respond to the request within twenty-four (24) hours Monday through Friday from 8:00am to 5:00pm.

Emergency Request:

If an emergency service request is received at any time for a Critical or High Priority issue Blue Violet Networks guarantees a technician will respond to the request within four (4) hours- twenty-four (24) hours a day, seven (7) days a week.

Service Level Objectives & Severity Definitions

Severity	Response	Answer
Critical	4 Hour	8 Hours
High	4 Hours	1 Business Days
Medium	24 hours	3 Business Days
Low	24 Hours	N/A



A DIVISION OF THE COOK & BOARDMAN GROUP, LLC

Blue Violet Networks
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Our Service Level Objectives represent a clear commitment to our customers:

Response Time: is Defined as the time between the Service Request being created by the customer and Blue violet Networks starting to process the request.

Answer Time: Is defined as the time elapsed between the Service Request being created by the customer and Blue violet Networks Technical Support delivering an answer.

An Answer is defined as one of the following:

- A permanent solution to correct the fault.
- A workaround to remove the consequences of the error.
- An action plan detailing a proposed remedy with timeframe.
-

Support Level

TIER 0 – Customer IT Team

All user issues will be reported to the customer’s IT team or designated contact. As Teir 0, customer will verify the problem and determine if the issue is related to the UC Solution, carrier issue, LAN/WAN network, or cabling.

Customer to provide the following information when reporting an issue:

- Exact description of the issue
- Exact time issue started occurring.
- Affected Users
- Affected Applications
- Timeframe when issues occur (e.g., all the time, intermittently)
- What trouble shooting has been completed?

TIER 1 - BVN

The Customer IT team will report the issue to BVN support team. Upon receiving a reported issue, BVN will remotely access the system to begin assessing and troubleshooting the problem. BVN technical staff will report back to the customer with the resolution status or if a service technician needs to be dispatched for an onsite visit (if site visit is included in support plan, or customer will be charged).

As Teir 1, BVN will verify the problem and determine if the issue is related to the UC Solution, carrier issue, LAN/WAN network, or cabling. If the issue is related to VoIP solution, BVN will troubleshoot and resolve the issue. Network troubleshooting as it relates to the VoIP system is included. BVN will troubleshoot a reported issue to determine if it’s a UC system issue or a customer network or carrier issue. Once BVN determines the problem to be network or carrier related, BVN will schedule a 1-hour session with 3rd party vendor to provide details on issue.

Once information is provided showing the issue is a non-UC system issue, any additional labor to continue assisting the customer, or their network vendors, would then become billable at our current labor rate.

Customer to provide the following information when reporting an issue:

- Exact description of the issue
- Exact time issue started occurring.
- Affected Users
- Affected Applications
- Timeframe when issues occur (e.g., all the time, intermittently)
- What trouble shooting has been completed?

TIER 2 – BVN with manufacturer support

BVN will engage manufacturer technical support as necessary to resolve issue.

Remote Monitoring & Management

Blue Violet Networks will provide a Remote Monitoring & Management software license to remotely monitor system status and manage processes without the requirement to physically be on site.

- The software can be installed on a dedicated “server” or existing servers based on customer needs.
- Real-time monitoring: Implement system-wide monitoring with intelligent alerting.
- Auto-Response: Automatically generates notifications and creates service tickets based on agreed upon thresholds.
- Remote Access: Provides fully encrypted and secure remote management with comprehensive auditing.
- Patch Management: Schedule maintenance and updates

Reporting

Reporting will be provided on an annual basis, as requested, during a review process with your designated point-of-contact for the following metrics:

- Response times
- Ticket management
- Resolution times
- Credit balance
- Resolution data
- Customer satisfaction
- Suggested improvements.
- Suitability of selected agreement(s)

All reports and ticket data can be viewed in real time via your customized Blue Violet Networks service portal.

March 14, 2024

SCHEDULE 'A' 2024

**City of Murrieta
1 Town Square
Murrieta, CA 92562**

Coverage for following systems:

CITY HALL:

MiVoice Business - Core Hardware and Software	
3300 MXE III CONTROLLER	1
PWR CRD C13 10A 125V - NA Plug	2
3300 160G SATA HDD	1
3300 ICP PATCH PANEL	1
MiVoice Business License - Analog Ext	20
MiVoice Business Enterprise S/W for 3300	1
1 x 54000303 MiVoice Business License - Digital Link	
1 x 54000497 MiVoice Business XNET	
1 x 54000540 MiVoice Business IP Networking	
1 x 54000860 (AMC)3300 ADVANCED VOICEMAIL OPTION	
1 x 54001130 MCD VOICEMAIL NETWORKING	
1 x 54001490 MiVoice Business Tenanting	
1 x 54002949 MiVoice Business Remote Management	
16 x 54004975 MiVoice Bus License - Enterprise User	
5485 IP PAGING UNIT	1
DUAL T1/E1 TRUNK MMC	1
ASU II	1
24 port ONSp card	1
MiVoice Bus License - Enterprise User	47
MCD ENTERPRISE ACTIVE AGENT LICENSE	10
UCCv3 Standard User for Enterprise x1	34
Includes:	
MiVoice Business Multi-device User (max 8 dev)	
Voice mailbox with Standard, Advanced UM	
MiCollab Desktop/Softphone with Adv IM, Presence	
Remote Teleworking	
MiCollab Audio/Video/Web Conferencing User	
UCCv3 Standard User Enterprise x50	1
UCCv3 Standard User Enterprise x100	1
Desktop Devices - IP Phones and Accessories	
PKM KIT - 48 KEY (DSS Side Car)	5
5330E IP PHONE	33
5340E IP PHONE	15
Mitel UC360 Conference Unit	5

Mitel 5610 Conference Unit	2
5320e IP Phone (Backlit)	133
MiVoice Business Console Keyboard Labels	2
5304 IP PHONE	17
MiVoice Business Console Bundle	2
Mediatrix 2 port ATA	46
MiCollab Virtual Appliance	1
Includes: MBG Base.UC Mobile Base.UC Base, NuPoint Base	
NPUM Record A Call	1

POLICE DEPT:

Description	Qty
MiVoice Business - Core Hardware and Software	
DUAL T1/E1 TRUNK MMC	1
3300 MXE III CONTROLLER	1
PWR CRD C13 10A 125V - NA Plug	1
3300 160G SATA HDD	1
3300 AMB/AOB Connection Unit-America's	1
MiVoice Business Enterprise S/W for 3300	1
1 x 54000303 MiVoice Business License - Digital Link	
1 x 54000497 MiVoice Business XNET	
1 x 54000540 MiVoice Business IP Networking	
1 x 54000860 (AMC)3300 ADVANCED VOICEMAIL OPTION	
1 x 54001130 MCD VOICEMAIL NETWORKING	
1 x 54001490 MiVoice Business Tenanting	
1 x 54002949 MiVoice Business Remote Management	
16 x 54004975 MiVoice Bus License - Enterprise User	
MCD Mailbox license	1
Desktop Devices - IP Phones and Accessories	
PKM KIT - 48 KEY (for 85xx/53xx Phones)	2
5340E IP PHONE	11
5320e IP Phone (Backlit)	88
5304 IP PHONE	9
LIVE CONTENT SUITE (5320/30/40/60)	1
Mediatrix 2 port ATA	24
Polycom Soundstation 2W EX DECT Conference Unit	1
MiVoice Bus License - Enterprise User	33
UCCv3 Standard User Enterprise x100	1
Each license includes:	
MiVoice Business Multi-device User (max 8 dev)	
Voice mailbox with Standard, Advanced UM	
MiCollab Desktop/Softphone with Adv IM, Presence	
Remote Teleworking	
MiCollab Audio/Video/Web Conferencing User	

MiCollab Virtual Appliance	1
MiVoice Border Gateway	
SRC Single License	5
SIP TRUNKING CHANNEL PROXY	5
MiVoice Border Gateway Virtual	1
PUBLIC LIBRARY:	
Description	Qty
MiVoice Business - Core Hardware and Software	
3300 CX(i) II Controller SATA SSD	1
PWR CRD C13 10A 125V - NA Plug	1
3300 AMB/AOB Connection Unit-America's	1
3300 CX Analog Survivable Branch Office	1
1 x 50005751 DSP II MMC	
1 x 50006093 3300 CX II CONTROLLER	
1 x 54004963 MiVoice Business -Enterprise Gateway S/W	

FIRE STATIONS 1-4	
Description	Qty
MiVoice Business - Core Hardware and Software	
3300 CX(i) II Controller SATA SSD	4
PWR CRD C13 10A 125V - NA Plug	4
3300 AMB/AOB Connection Unit-America's	4
3300 CX Analog Survivable Branch Office	4
1 x 50005751 DSP II MMC	
1 x 50006093 3300 CX II CONTROLLER	
1 x 54004963 MiVoice Business -Enterprise Gateway S/W	

EFFECTIVE DATE: March 31, 2024

Term Length	Monthly	Contract Amount (pre-paid annually)	Total Contract Amount
	36 Month Service Agreement	\$ 1,563.30	\$ 18,759.60

CUSTOMER:

A3 Communications Inc. DbA/BLUE VIOLET NETWORKS:

Signature

Signature

Title/Date

Title/Date

Support Plan Bundled Discounts

Blue Violet Networks offers the following services and will provide discounts on your support agreement when bundling:

Cloud Telephone and Contact Center Solutions

Looking to move to the cloud? We will apply any unused months of your current support contract towards a new cloud solution, giving you time to plan a seamless migration. BVN offers cloud solutions from Ring Central, Zoom, Vonage, GoTo Meeting, Talk desk, Five 9's and other industry leaders. We also offer fully managed cloud solutions with Intermedia and Mitel that leverage your existing phones and license investment, along with local BVN support resources. If you're trying to compare feature and pricing differences between cloud solutions, we can help you understand each solution, define your requirements, plus identify new technologies to improve your business communications; and get the providers to bid against each other for the most competitive pricing.

Microsoft TEAMS as Voice PBX

We offer (2) fully managed MS TEAMS solutions that enable Microsoft TEAMS as a single solution for collaboration, chat and voice calls. You can leverage your existing phones and license investment and keep your existing phone numbers when migrating to TEAMS as your phone system. Your TEAMS voice PBX is supported by local BVN technical resources, not an overseas call center. If you're interested in comparing feature and pricing differences between TEAMS solutions, we can help you understand the solution, define your requirements, plus identify new technologies to improve your business communications, at the most competitive pricing available.

SIP Carrier Services

Blue Violet Networks will provide discounts for bundling SIP trunks with Mitel Support

Pricing is based on:

Number of Concurrent Call Paths

Number of DID Direct Dial Phone Numbers

Number of 911 Locations

SIP trunks are a replacement for traditional analog or digital PRI phone lines, which require physical connections to the Public Switched Telephone Network (PSTN). The local phone carriers no longer want to support these types of circuits and the costs to keep these services are increasing substantially. With BVN SIP trunks, you connect your Mitel IP-based phone system directly to our SIP carrier network and use the internet to make and receive calls.

When you include our SIP Trunks with our support for your Mitel phone system, there is no finger-pointing. Since we also support your phone system, we're the only people you need to call when a problem arises. We will troubleshoot any issue to determine if it's the phone system or the carrier. If it is a carrier issue, we quickly access our SIP carrier servers and apply our knowledge to bring about a successful resolution. BVN has a team of trained engineers to ensure continuous coverage with no interruption. So, in short, with one phone call we take care of everything.

Carrier Consulting and Expense Auditing

We help you select the right carrier(s) and the right technologies to save costs while creating a disaster recovery continuity plan that meets both your technical and business requirements. Our consulting and management program consists of 3 phases:

Phase 1 – Audit and inventory of existing circuits and current costs

By scrutinizing and exposing every telecom and data broadband expense, our audit enables us to consolidate network services and recommend the ideal fit among all available carriers and service plans.

Phase 2 - Custom network design with carrier recommendations

First, we negotiate with Tier 1 SLA carrier networks, in any combination necessary, to meet your specific requirements and to get you the best pricing.

Network design includes capacity planning; network reliability, traffic engineering, and disaster recover needs to design and implement a custom network plan tailored to your business needs. Using Blue Violet Networks gets you competitive pricing on the most efficient circuit design regardless of the mix of carriers involved.

Phase 3 – Project Management of SIP Implementation

Since we already manage your telephony network, we can help you avoid glitches and downtime when undertaking a network carrier change. We proactively monitor the installation process to ensure a smooth transition. We understand the finer points of circuit provisioning with an insider's knowledge that helps avoid technical roadblocks. When you engage an independent agent, they rely on BVN to provide knowledge transfer and technical resources for planning, pre-testing and go live assistance. BVN will only bill you for the actual time required to implement your new solution, or our engineering time is included when retaining us for the project.

Ongoing Management

We're the only people you need to call when a problem arises. We will troubleshoot any issue to determine if it's the phone system, your network, or the carrier. If it is a carrier issue, we can quickly open tickets and escalate your situation with the carrier. We know how to contact just the right person and apply our knowledge with the carrier's ticketing system to bring about a successful resolution. If you engage an independent agent, the customer is typically responsible for opening support cases with the carriers and coordinating them to troubleshoot with our team.

Waive our Consulting Fee: If you decide to replace your current carrier voice or data services or telephony system through Blueviolet Network's and we facilitate the ordering of new solution then our consulting fee is waived. A customer's obligation to use Blueviolet Networks for this replacement is conditional on Blueviolet meeting or beating the pricing available from other service providers. The consulting fees shall also be waived if the recommendations presented wouldn't provide additional benefits and instead, we recommend that the customer retains its existing telecom services throughout the next 12-month period.

Internet, SD WAN and Data Center Hosting

We can help you make strategic, and effective decisions for sourcing and implementing Internet, SD WAN, broadband, layer 2, dark fiber, data center hosting and wireless networking. Whether you're looking for cost savings, upgraded technology or increased speeds, we can provide you with multiple vendor proposals for you to select the right provider that will provide efficiency and flexibility.

On-site Support - \$6,720.00

If a service issue cannot be remotely resolved, Blue Violet Networks will dispatch a technician who will arrive on-site. When onsite support is included in the support plan, the BVN technician will arrive within the guaranteed selected response time. Blue Violet Networks will make every reasonable effort to restore the covered system to a functional state before the technician assigned leaves the site.

Managed Access Control

Blue Violet Networks can provide pricing based upon:

Number of Active Cards

Number of Readers

Number of Access Control Panels

Recognizing that the Access Control administrator is not always available, Blue Violet Networks offers a managed access control solution that provides authorized employees a way to simply do programming or send a request via email or phone to us. Access control programming can be complicated and time consuming to learn. Without individuals who have the expertise, training, and constant availability; managing this tool can become time consuming and frustrating. Blue Violet Networks has a team of trained individuals to ensure continuous coverage with no interruption.

Managed Access Control Services includes:

- Adding Users
- Deleting users (terminations, expulsions, etc.)
- Modify user access rights (times of day, days of the week, and/or particular doors)
- Update holiday schedules (days the building is to stay locked)
- User Reports (up to 24 reports per year)
- Changing time zones (time delay when doors automatically unlock/lock)
- Remotely Print access control badges at a dedicated badge printer
- Maintain hardware controllers associated with access control.

Requests are processed 8:00am – 4:30pm Monday through Friday, excluding Federal Holidays (business hours).

Requests can be emailed with Client authorization password and return telephone number.

Standard requests are processed within 4 business hours.

Emergency requests should be called in and notify the operator that emergency programming is required. The operator will initiate a help desk return call to the Client.

Client to provide Access to badging printer to set-up remote printing.

Pricing is subject to change if this Agreement is not accepted within 60 days of the Submission date.

Billable Service Not Covered Under the Service Agreement

All labor is included for software and devices covered on Schedule A by our managed services agreement during the length of the selected term. If a repair requires escalation outside of the selected Service Level Agreement, Blue Violet Networks will bill customers at BVN current labor rates.

Labor and hardware warranties will be void upon unauthorized attempts to alter, repair, maintain or change system equipment, configuration, components, operation, or installation of software by a non- Blue Violet Networks or Customer representative. The Service Level Agreement will also not cover any maintenance or repairs due to these actions or as made necessary by anyone other than a representative of Blue Violet Networks or Customer.

In addition, this Support Contract does not cover human error or catastrophe, fault, and customer negligence, or external factors related to the equipment, such as, but not limited to, power failure, air conditioning failure, human error, acts of God, Terrorism, and vandalism. Contract does not cover field devices, hardware and cabling that is not provided or installed by Blue Violet Networks. All maintenance or repairs to this equipment or these systems will be provided as a billable service.

The Service Level Agreement does not cover programming, defined as a modification of the software configuration, unless otherwise specified. Additional items that are not covered include field devices, hardware or cabling provided or installed by another service provider, unless specifically identified on Schedule A or a quote.

If the client requests services that are not covered under the terms of this Agreement, it is understood that these services will be considered billable and billed as separate, individual services.

Service Rates

Clients with a Managed Support Plan will receive the following hourly rates for Billable Service. These rates are not applicable to new installations, projects, or additions.

	Normal Hourly Rates
Normal Business Hours (Monday-Friday; 8:00 a.m. – 5:00 p.m.)	\$180.00/hour
After Hours (Monday-Friday; 5:01p.m. – 7:59 a.m.)	\$270.00/hour
Weekends and Holidays	\$360.00/hour
Materials	Standard Mark-Up
Travel Charges	\$100

Requirements

- o All software must be current with the manufacturer software support plan (SWA)
- o Blue Violet Networks to have remote access to customer’s network (scheduled with customer IT)

Terms & Conditions:

Contract payment is payable in full in advance annually. The CUSTOMER further agrees to pay BLUE VIOLET NETWORKS, within 30 days upon presentation of invoice, for all work performed by BLUE VIOLET NETWORKS which work is outside the scope of this Agreement.

EXTENSION OF TERM: At the end of the initial Term herein, and any extension of the term, this Agreement shall upon approval be Extended for an additional one-year term, billed monthly (the “Extended Term”), unless either party shall have given the other party sixty (60) days prior written notice that it does not wish to extend the Term of this Agreement. Any Extended Term shall be on the same terms and conditions as contained herein except the annual service and maintenance payment fee to be paid by the customer. The annual payment for service and maintenance during the Extended Term shall be the rate BLUE VIOLET NETWORKS is then charging and will be based on the Customer’s current configuration. BLUE VIOLET NETWORKS agrees to furnish Customer the required payment charge for the Extended Terms at least thirty (30) days prior to the commencement of the Extended Term.

LIMITATION OF LIABILITY: CUSTOMER acknowledges and agrees that neither BLUE VIOLET NETWORKS, its agents or employees, shall be liable for any loss or damage to the Equipment or other CUSTOMER property or for the injury or death of the Customer’s agents, employees, or customers, which result from the maintenance service provided hereunder by BLUE VIOLET NETWORKS, its employees or agents, pursuant to the terms of this Agreement, unless such loss, damages, injury or death results solely from the gross negligence or willful misconduct of BLUE VIOLET NETWORKS, its agents or employees. Customers with on premise or cloud UCaaS solutions shall be responsible for proper e911 location notifications.

IN NO EVENT, HOWEVER, SHALL BLUE VIOLET NETWORKS, ITS AGENTS, OR EMPLOYEES, BE LIABLE TO CUSTOMER FOR CUSTOMER’S INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, ANY LOSS OF BUSINESS, DAMAGE, OR



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EXPENSE DIRECTLY OR INDIRECTLY ARISING FROM CUSTOMER'S INABILITY TO USE THE EQUIPMENT EITHER SEPARATELY OR IN COMBINATION WITH ANY OTHER EQUIPMENT OR FROM ANY OTHER CAUSE.)
ENTIRE AGREEMENT: The provisions contained herein constitute the entire agreement between the CUSTOMER and BLUE VIOLET NETWORKS and may not be amended except in writing and signed by both parties.

About Blue Violet Networks

Since 1979 Blue Violet Networks has worked with some of the largest companies in the world to bring simple, easy-to-use solutions from vendors like Mitel, Intermedia, Ring Central, Vonage, Extreme Networks, Juniper, HP, Avigilon, and Motorola, just to name a few.

We Listen to Our Customers

The real secret to our success is that we create solutions people use to improve their businesses every day. We do not implement technology just for the sake of technology. What you see in our solutions is the result of designing and implementing thousands of networks and this experience is invaluable to our future customers. We pride ourselves in exceeding expectations—both in the way we provide service and in the way we operate our organization. This means that decisions can be made quickly, and customer service can be delivered the same day. Blue Violet Network's mission is to provide excellent customer service to its customers.

We Know Business Technologies

Deploying modern technologies within any organization is a complex initiative and nobody understands that better than we do. For 44 years, Blue Violet Networks has deployed enterprise-class solutions nationwide including Enterprise Voice, Video Security Surveillance, and Data Solutions. We work with a range of organizations from general business and entertainment giants to hospitality to city and county government facilities, in addition to school districts and college campuses where technology is the essential backbone of their success. Emerging in those organizations over the years has allowed us to construct an essential toolbox of expertise, technologies, and solutions to sculpt the foundation of an impeccable deployment for any large enterprise. And after deployment you ask? We are here for our customers 24/7/365 to help harness the power along the way.

A Single Source for Transformative Technologies

At Blue Violet Networks you will work with a preeminent team of engineers who bring a deep understanding of how to converge complex and diverse technologies into a reliable easy-to-use manageable solution—think of us as an extension of your IT staff. See more at: <http://www.bluevioletnetworks.com>

Enterprises can now embrace technology, reduce costs, and support business objectives, plus champion next-gen services like mobility and the cloud. But without a robust and resilient network infrastructure those efforts will fail to launch. Blue Violet Networks provides a sole source for you to tap into whenever we are needed. We will help you design, construct, and launch a peak-performing secure infrastructure that is resilient and scalable to deliver those feature-rich services of today—and in the future.



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Blue Violet Networks
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