



# **WebEx Calling Migration**

## **STATEMENT OF WORK**

**CITY OF DELTONA**

26-Feb-2024

## PROPOSAL TEAM

Name	Company/Function	Phone	Email
Cheryl Blaustein	Presidio Account Manager		
Colin Flanagan	Presidio Solution Architect		

## REVISION HISTORY

Revision	Revision Date	Name	Notes
V1.0	19-Dec-2023	Colin Flanagan	First Client Release
V2.0	26-Feb-2024	Cheryl Blaustein	Revised T&C Added

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*The scope and pricing are valid for 60 days unless otherwise noted.*

## **1. EXECUTIVE OVERVIEW**

### **1.1. Introduction**

Presidio Networked Solutions, LLC ("Presidio") is pleased to propose the following solution to City of Deltona ("Client"). This Statement of Work ("SOW") defines the tasks to be performed and the responsibilities of Presidio and Client.

### **1.2. Solution and Approach Overview**

City of Deltona has engaged Presidio for migration and configuration of WebEx Calling. The scope covers the locations listed in Section 1.3. Presidio will provide onboarding, configuration, and cutover activities for the UCaaS platform, Cisco Phone Migration and Cisco Unified Border Element (CUBE) Local Gateway Implementation for PSTN access. Figure 1.2.1 outlines the overall high-level architecture of the WebEx Calling deployment.

- Included Services:
  - Review, Design and Planning
  - WebEx Calling configuration.
  - Quality Assurance Testing
  - Cutover Support
  - First Day in Service
  - Knowledge Transfer
  - As Built Documentation
- Out-of-Scope Services:
  - Phone Placement/Deployment physical install
  - "End User and Train the Trainer" training sessions

Below is a high-level overview of the WebEx Calling Multi-Tenant Architecture:

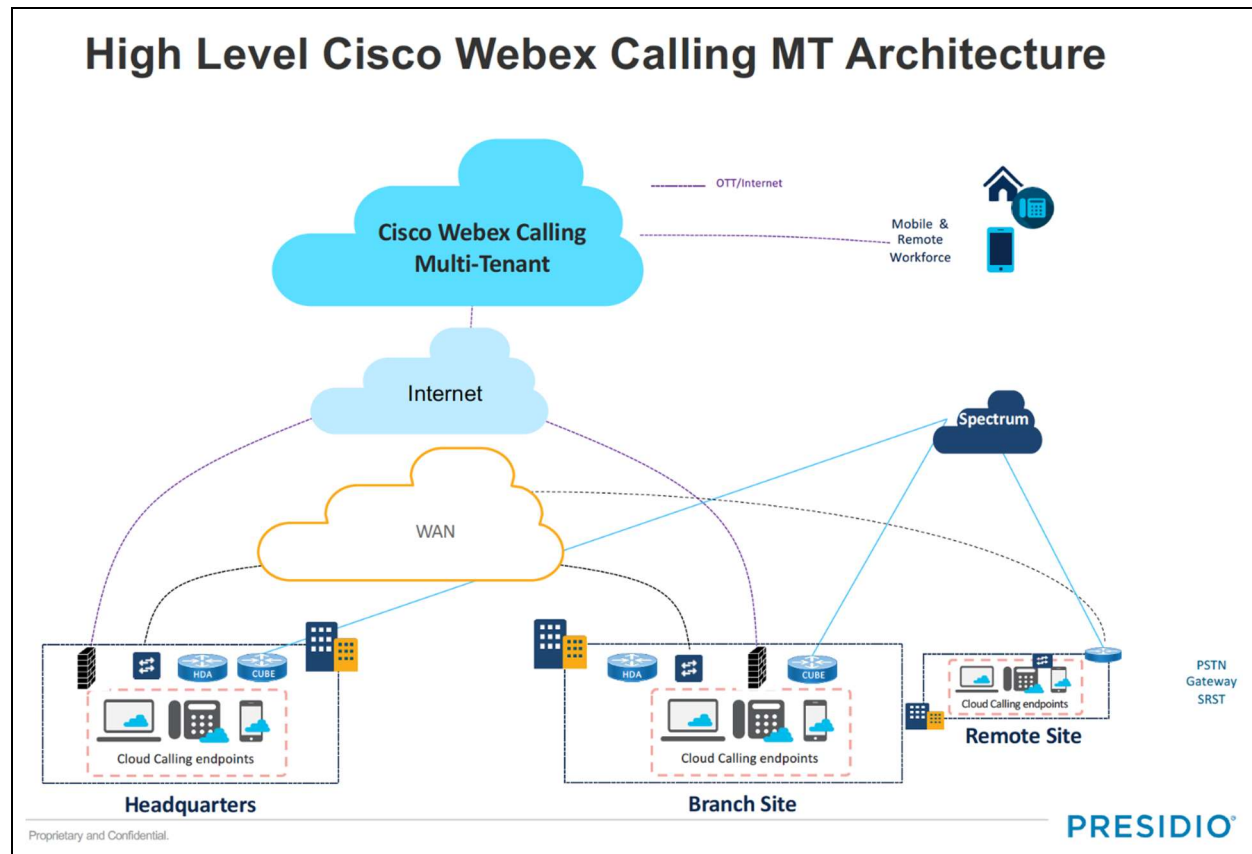


Figure 1.2.1 High Level WebEx Calling Architecture

### 1.3. Locations

Work will be done for the following locations. All work will be performed remotely unless otherwise specified.

Site Name	Address	City, State ZIP	On-Site/Remote Services
Primary	255 Enterprise Road	Deltona FL 32725	Remote

## 2. SCOPE OF WORK

### 2.1. Project Scope

Presidio follows a phased approach for all project delivery. The Project Management Methodology (PMM) is further outlined in Section 2.4 of this document.

#### Planning Phase

- Team introductions, schedule milestones, solution review, pre-requisite mapping, test plan creation

#### Execution Phase

- WebEx Calling system deployment, configuration, and testing.

#### Training/Knowledge Transfer Phase

- Training of customer admin team, documentation review and system handover

## **2.2. Planning Phase**

- Introduce project team members.
- Review SOW and Timeline
- Identify project risks.
- Conduct Functional Design Workshop
  - Company Implementation Strategy
  - Customer Site Information
  - Site Implementation strategy
  - User/Device Information
    - 250 Users
    - ~300 IP Phones
    - 250 Voicemail accounts
  - User Detail info
  - Call flow(s)
    - Auto Attendants
    - Hunt Group / Call Queues
  - Roles and Permissions
  - Implementation Overview
  - Go-Live Readiness requirements.
  - Survivability requirements
- Conduct Readiness Review for WebEx Calling Platform
  - WebEx Calling Phone Readiness Review will be conducted for each Local Gateway location/site.
    - Wired Network
    - Wireless Network
    - Firewall Port analysis (TCP/UDP open ports)
    - Bandwidth
- Develop FDD document based on the findings and information from the discovery phase.
  - Sites
    - Up to 5 sites for E911 and location configuration within WebEx Control Hub
    - (2) Local Gateways Cisco ISR 8200 routers using an existing PSTN SIP connection to current provider (changing provider for PSTN is outside the scope of this agreement).
  - Auto-receptionists
    - Up to 5 Auto Receptionists
  - Queues
    - Up to 5 queues

- Dial Plan
  - 4-digit dial plan
  - Up to 2 Hunt Groups (1 per site)
  - Up to 2 Call Park/Pick up Groups (1 per site)
- Phone firmware verification and configuration from existing pbx
- User creation and provisioning
- Develop go-live and support plan for cutover.

## **2.3. Execution**

- Deploy the WebEx Calling Phone Service
  - Presidio will deploy the WebEx Calling services as outlined below. These tasks shall be configured remotely unless otherwise agreed.
    - Configuration of new Control Hub Org configuration
    - Sites - 5
    - Call Queues – 2 if required.
    - IVR/Auto Receptionists - 3
    - Users - 250
    - Desktop Phones – 300
    - E911 configuration for up to (5) locations
    - Repurpose up to (2) 4300 ISR gateway for WebEx Calling survivability ( Note customer is responsible for PSTN connection and termination )
- Local Gateway Configuration
  - (2) Existing ISR 4300 CUBE routers will be configured for Local Gateway to WebEx calling tenant and utilized for survivability in case of a WAN or cloud failure for additional resiliency and redundancy
  - Additional call routing will be configured to move the right fax sip connection from the current Unified Call manager directly to the CUBE router for ingress/egress call routing (Note: right fax application support is out of scope of this agreement)
- Cutover
  - Conduct cutover readiness review and customer staff preparation meeting.
  - Review configurations and complete test procedures prior to cutover
  - Schedule cutover maintenance window(s)
    - Up to 1 cutover event
  - Perform system cutover.
  - Provide 2 hours of post-cutover support testing up to (1) main location including survivability and call routing failover testing.
  - Provide up to (1) day post cutover support the next business day after the cutover event.

### **2.3.1. Training/Knowledge Transfer**

- Presidio shall provide up to 4 hours of admin training on the WebEx Calling Control Hub Admin portal.

- Presidio will provide project documentation and knowledge transfer at the end of the deployment.

## 2.4. Training and Knowledge Transfer

Knowledge Transfer provided during the course of the engagement are informal sessions and consist of our engineers sharing their knowledge as they work through various tasks related to the project, and at the time the tasks are performed. The conduct of these sessions will be in a manner that does not slow down the pace of work or distract the engineers. These are not dedicated Knowledge Transfer sessions.

## 2.5. Deliverables

Documentation may be created by Presidio and provided as part of the Project Deliverables. Some of these deliverables may be delivered as a single document. The specific documentation to be provided depends on your chosen solution(s); several example documentation items are listed below. Additional documentation and/or printed documentation is available upon request for an additional cost.

Deliverable	Format
Signed Testing Document	PDF
As-Built Documentation	PDF

With the exception of Project Status Reports, each deliverable material will be approved in accordance with the following procedure:

- If a written list of requested changes is received within five business days, the Presidio Project Team will make the agreed upon revisions and will, within five business days, re-submit the updated version to Client.
- At that time Client has five business days to review and request changes for the final document. If no written response is received from Client within five business days, either accepting or requesting changes, then the deliverable material shall be deemed accepted.
- Deliverable documentation may be delivered via email, uploaded to a portal, or provided on a physical media and it may be provided in either an encrypted or unencrypted format. If Client requests a specific delivery method and format, Presidio will use that method for all documentation delivery and format otherwise, the sender will choose a delivery method and format that they feel is appropriate given the content of the documentation.

## 2.6. Project Management

Presidio will provide a Project Manager (PM), who will be single point of contact for all project support issues within the scope of this project. The PM is experienced in project management best practice methodologies and familiar with the technology involved. This Project Manager is responsible for timely completion of the scope, schedule and budget utilizing Presidio's Project Management Method. Included for our standard Project Management offering for this engagement are the following:

- Remote kickoff meeting
- Planning and design session facilitation
- Deliverable/milestone tracking (High-Level Plan)
- Resource scheduling and oversight
- Escalation facilitation
- Working calls as required
- Regularly scheduled status meetings

- Agenda, meeting minutes, and risk/issue/action item tracking
- Scope/budget Management
- Project closeout

## 2.7. Resources

Presidio approaches project execution from a skills-based perspective. Our Execution Team is made up of individuals who have specific skillsets that will be utilized at different times during a given project. This allows us to provide a very specialized workforce to Client and utilizes the appropriate resource for the task required.

### 2.7.1. Presidio Engineering Resources

- **Practice Manager(s)** – the technical manager and regional team lead of the field consulting team. The Practice Manager provides resource and technical oversight assistance to the Project Manager and ensures availability of technical resources and escalation paths for field consultants.
- **Architect/Senior Engineer(s)** – the technical escalation points for Engineer(s) and Project Oversight teams. An Architect or Senior Engineer is a subject matter expert within a certain technology or field. This senior-level resource will be the principal technical resource for the engagement and will have ownership of the final deliverables.



- **Engineer(s)** – one or more individuals assigned to complete technical project tasks. Assignment of these resources depends upon the skillset of the task(s) and the timeline(s) within which the task(s) must be completed. These individuals report directly to the Project Manager for task assignment updates and to the Practice Manager or Architect/Senior Engineer for technical escalation needs.

The following Presidio resources will be engaged on this project:

- Principal Engineer
- Architect
- Collaboration Engineer
- Senior Collaboration Engineer

Contact information for the project team personnel will be distributed by the Project Manager.

### **2.7.2. Client Resources**

Throughout the project, Client resources may be required for completion of specific tasks, providing key information or data, oversight, review, and approvals. The responsibilities of Client are outlined in this document.

The following Client resources will be engaged on this project:

- Collaboration Engineer

Contact information for the project team personnel will be distributed by the Project Manager.

## **2.8. Project Change Request Process**

Any items that are determined to be outside of this Scope of Work and deliverables defined must be submitted with a Project Change Request Form. No work outside of this Scope of Work will be undertaken without written approval and processing of a Project Change Request.

In the event that both Presidio and Client agree to a change in this Statement of Work, a written description of the agreed-upon change will be prepared using a Project Change Request (PCR) form, which both parties must sign. The PCR form will be used to describe the change, the rationale for the change, and to specify any change in the scope, schedule, or budget. The terms of a mutually agreed upon Change Authorization will prevail over those of this Statement of Work or any previous Change Authorization.

Modifications in project scope including, but not limited to, the following will require a Project Change Request:

- Client-requested changes in outcome, approach, features, or capabilities.
- Additional required tasks discovered through the planning and design review, but not mentioned in this SOW, or changes to the design after the signoff of the design phase and/or during the implementation phase.
- Upgrade, modification, or repair of equipment or applications to effectively deploy this scope.
- Changes required to existing infrastructure components, not called out in this Statement of Work, including patching and/or reconfiguration.
- Remedial work for the resolution of issues that existed prior to the installation (bad cables, lost passwords, third-party solutions, and so forth).
- Defective equipment provided by Client and integrated into the solution requiring additional diagnostic troubleshooting and/or remediation.
- Troubleshooting issues due to Client changes to configurations made “after” releasing the system or “after” a specific milestone completion in a multi-site phased deployment.
- Delays due to issues relating to site preparation that result in delays to the project.
- Delays in responding to scheduling requests, acceptance requests, and requests for information.

- Insufficient notice of a schedule change. If 24-hour notice is not provided, charges may be applied.

### 3. ASSUMPTIONS AND RESPONSIBILITIES

Presidio makes the following assumptions and has identified the following Client responsibilities in developing this Statement of Work. These assumptions and responsibilities serve as the foundation to which the project estimate, approach, and timeline were developed. By signing this SOW, Client agrees that these assumptions and responsibilities are correct and valid. Any changes to the following assumptions and responsibilities must be processed using the Presidio Change Management Process and may impact the project duration and labor requirements.

#### 3.1. General Assumptions

The following project assumptions are made and will be verified as part of the engagement:

1. Client has read and agrees with all items contained or omitted within this Statement of Work.
2. This SOW supersedes any previous scope discussion or agreement including "Vision Deck" PowerPoint proposals, emails, or verbal communications.
3. All Presidio activities will take place during normal working hours (Monday through Friday, 8:00 a.m. to 5:00 p.m., excluding holidays) unless noted as "Off Hours" in this SOW.
4. Any items or tasks not explicitly listed as in-scope within this SOW are considered to be outside of the scope and not associated with this SOW and price.
5. If integration of the product is performed at a Presidio facility, then transfer of ownership (acceptance) occurs upon the receipt and integration of goods at Presidio, regardless of shipment, as manufacturers will not accept returns of opened products.
6. Presidio will not be held responsible for troubleshooting networks, applications and/or hardware if Client has no formal change management documented processes and policies.
7. Presidio may engage subcontractors and third parties in performing a portion of this work.
8. Presidio will not make changes to the configuration of any network equipment after it has been installed and tested.
9. Some activities included in this project may be performed on Presidio's premises.
10. Not all features or functions of the installed system are included in the scope of this engagement.
11. Presidio reserves the right to modify the approach outlined within this SOW if it does not alter the timeline or overall outcome of the engagement.
12. Presidio will configure the systems outlined within this Statement of Work, with a unique set of authentication credentials, unless otherwise provided by Client. Upon the completion of the engagement, Presidio will provide Client with all user names, passwords, and additional authentication information that were implemented during the engagement. Presidio strongly recommends that these credentials be changed upon the completion of the engagement.

#### 3.2. Project-Specific Assumptions

PLEASE READ CAREFULLY. IT IS CLIENT'S RESPONSIBILITY TO UNDERSTAND ITS OBLIGATIONS TO ENABLE E911 SERVICE.

1. E911 SERVICE. UNDER RULES ADOPTED BY THE FEDERAL COMMUNICATIONS COMMISSION AS WELL AS PURSUANT TO VARIOUS STATE LAWS, CERTAIN MULTI-LINE TELEPHONE SYSTEMS ("SYSTEM") MUST ENABLE E911 SERVICE BY PERMITTING CALLERS TO DIAL 911 AND BY PROVIDING CERTAIN INFORMATION ABOUT THE CALLER'S LOCATION TO EMERGENCY RESPONDERS (COLLECTIVELY, "THE E911 RULES"). CLIENT ACKNOWLEDGES AND AGREES THAT THE SALE, INSTALLATION, AND/OR OPERATION OF THE SYSTEM BY PRESIDIO ARE FUNCTIONS PERFORMED BY PRESIDIO UNDER THE CONTROL AND DIRECTION OF CLIENT. CLIENT FURTHER ACKNOWLEDGES AND AGREES THAT IT CONTROLS

AND OVERSEES IMPLEMENTATION OF THE SYSTEM AFTER INSTALLATION AND THAT IT IS RESPONSIBLE FOR COMPLIANCE WITH THE E911 RULES.

2. E911 CHARACTERISTICS. CLIENT ACKNOWLEDGES THAT THE SYSTEM HAS CERTAIN CHARACTERISTICS THAT DISTINGUISH IT FROM TRADITIONAL, LEGACY, CIRCUIT-SWITCHED SERVICES. THESE CHARACTERISTICS MAY MAKE THE SYSTEM UNSUITABLE FOR SOME CLIENTS. CLIENT SHOULD CAREFULLY EVALUATE CLIENT'S OWN CIRCUMSTANCES WHEN DECIDING WHETHER TO RELY SOLELY UPON THE SYSTEM TO ENABLE E911 SERVICE. CLIENT ACKNOWLEDGES THAT IT IS CLIENT'S RESPONSIBILITY TO DETERMINE THE TECHNOLOGY OR COMBINATION OF TECHNOLOGIES BEST SUITED TO MEET CLIENT'S EMERGENCY CALLING NEEDS, AND TO MAKE THE NECESSARY PROVISIONS FOR ACCESS TO E911 SERVICE (SUCH AS MAINTAINING A CONVENTIONAL LANDLINE PHONE OR WIRELESS PHONE AS A BACKUP MEANS OF COMPLETING EMERGENCY CALLS).
3. E911 LIMITATION OF LIABILITY. CLIENT ACKNOWLEDGES AND AGREES THAT PRESIDIO WILL HAVE NO LIABILITY WHATSOEVER IN THE EVENT THAT: (A) CLIENT OR ANY OTHER CALLER USING THE SYSTEM IS UNABLE TO PLACE, OR COMPLETE, A CALL TO 911 OR ACCESS E911 SERVICE; (B) EMERGENCY RESPONDERS DO NOT RESPOND, OR DO NOT RESPOND TO THE LOCATION AT WHICH THE SYSTEM, CLIENT, OR CALLER IS PHYSICALLY PRESENT OR REQUIRE EMERGENCY SERVICES; OR (C) CLIENT FAILS TO COMPLY WITH THE E911 RULES. UNDER NO CIRCUMSTANCES WHATSOEVER WILL PRESIDIO HAVE ANY LIABILITY ASSOCIATED WITH E911 SERVICE, INCLUDING, AND WITHOUT LIMITATION, IN THE EVENT OF: (A) LOSS OF ELECTRICAL POWER; (B) LOSS OF INTERNET CONNECTIVITY; (C) DEFECTIVE OR MISCONFIGURED CLIENT PREMISES EQUIPMENT; (D) NETWORK CONGESTION; (E) DELAYS ASSOCIATED WITH THE DELIVERY OF CALLER LOCATION INFORMATION; (F) RESTRICTIONS CREATED BY NON-VOICE EQUIPMENT; (G) RELOCATED EQUIPMENT, INCLUDING OUTSIDE OF THE UNITED STATES; (H) THE SIMULTANEOUS USE OF ONE LINE WITH MULTIPLE PIECES OF EQUIPMENT; (I) FAILURE OF EMERGENCY RESPONSE CENTERS TO ANSWER A 911 CALL; (J) FAILURES OF ANY THIRD PARTIES THAT ARE RESPONSIBLE FOR ROUTING 911 CALLS; (K) THE USE OF NON-NATIVE TELEPHONE NUMBERS; OR (L) ANY FORCE MAJEURE EVENT. CLIENT ACKNOWLEDGES AND AGREES THAT THE LIMITATION OF PRESIDIO'S LIABILITY IS A MATERIAL TERM TO THIS AGREEMENT, AND THAT IT WOULD NOT OTHERWISE ENTER INTO THIS AGREEMENT WITHOUT THIS LIMITATION, AND THAT CLIENT AGREES THAT THESE LIMITATIONS ARE REASONABLE.
4. E911 INDEMNITY. CLIENT AGREES TO DEFEND, INDEMNIFY, AND HOLD HARMLESS PRESIDIO, ITS OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES AND AGENTS FROM ANY AND ALL CLAIMS, LOSSES, DAMAGES, FINES, PENALTIES, COSTS AND EXPENSES (INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEYS' FEES) BY, OR ON BEHALF OF, CLIENT OR ANY THIRD PARTY OR ANY CALLER USING THE SYSTEM RELATING TO E911 SERVICE, INCLUDING, AND WITHOUT LIMITATION, THE INABILITY OF A CALLER TO PLACE OR COMPLETE A 911 CALL OR THE FAILURE OF CLIENT TO DELIVER CLIENT LOCATION INFORMATION AS REQUIRED BY THE E911 RULES.

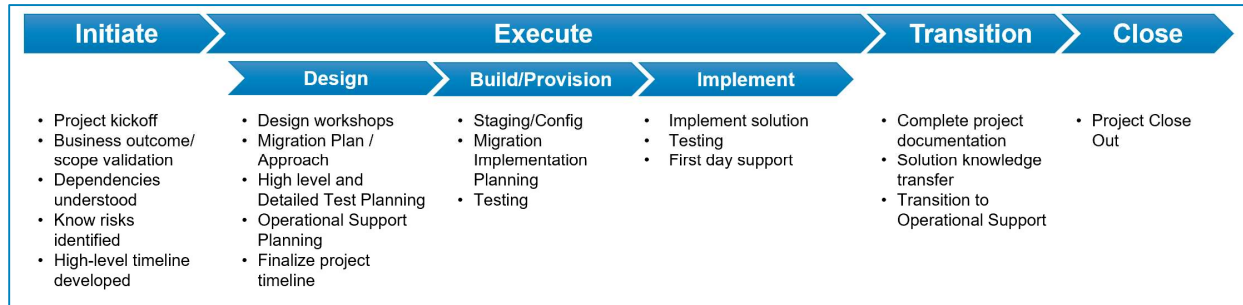
### **3.3. Client Responsibilities**

The following items are listed as responsibilities of Client for this engagement. Client is responsible for performing the items and activities listed in this section or arranging for them to be performed by a third-party if appropriate.

1. Provide a single Client point of contact with the authority and the responsibility of issue resolution and the identification, coordination, and scheduling of Client personnel to participate in the implementation of the SOW. Without a single Client point of contact, a Project Change Request may be required for the additional effort by Presidio.
2. Participate in any required design sessions or workshops.
3. Provide or procure all appropriate hardware, software, licensing, and media required for implementation of the SOW.
4. Supply current equipment configuration for review if applicable.
5. Schedule appropriate maintenance windows for system upgrades or installs and notify user community.
6. Be responsible for having in place, active manufacturer support contracts on all devices that are the subject of this SOW.
7. Dispose of all retired equipment as part of this project.
8. Provide all required physical access to Client's facility (identification badge, escort, parking decal, etc.), as required by Client's policies; and provide all required functional access (passwords, IP address information, etc.), as required for Presidio to complete the tasks.
9. Provide to Presidio all required IP addresses, passwords, system names, and aliases.
10. Validate the site readiness prior to the dispatch of Presidio personnel to perform the services being contracted.
11. Provide adequate facilities for the installation of the hardware. This includes all necessary peripheral hardware (KVM ports or monitors, keyboards, mice, network access, etc.), as well as electrical and spatial needs and required antivirus software.
12. Provide high-speed access to the Internet for verification of device support requirements and for software downloads.
13. Verify operation of the installed/upgraded equipment per the predefined Verification Plan.
14. Provide Presidio administrator access on appropriate devices for the completion of the engagement.
15. Complete all Client installations where required in accordance with Client PC requirements for the new application versions.
16. Provide direct remote VPN access for discovery, configuration, and troubleshooting during the duration of the project.
17. Provide requested documentation or information needed for the project within two business days, unless otherwise agreed to by all parties.
18. Transport of equipment from receiving area(s) to the data center(s) and/or equipment rooms where it will be installed.
19. Ensure all Category 5 (Cat 5) (or higher) and fiber cable infrastructure is in place and tested for all sites.
20. Provide patch cables and complete necessary fiber or Cat 5 cable terminations to patch panels for new switching and routing infrastructure.

## 4. PRESIDIO PROJECT MANAGEMENT METHOD (PMM)

Presidio's Engagement Delivery Method incorporates best practices from our extensive experience as Digital System Integrators. The method is prescriptive while being flexible and customized for each client's specific needs based on the specific scope of work. This allows Presidio to right size the approach to be flexible and efficient, while maintaining an appropriate structure and governance to effectively deliver the business outcome.



### 4.1. Escalation Path

Client experience is of the utmost importance to Presidio. If at any time a Client feels the need to escalate an issue or concern, please consider the escalation points and options described below.

#### Level 1

- **Account Manager** – Client's first point of escalation is always their Account Manager. The AM can facilitate additional escalation if required and coordinate meetings between the required people within Presidio and Client in order to swiftly resolve any issues.
- **Project Manager** – for projects that include Project Management, the Project Manager is an escalation point for any concerns or questions.
- **Practice Manager**– for technical issues, the Service Delivery team will reach out to the manufacturer's support avenues within one hour of identifying an issue. If additional technical escalation is warranted, the Presidio Practice Manager will be contacted after that time.

#### Level 2

- **Program and Project Management (PPM) Team Lead** – if Client is not satisfied with the response from the Level 1 escalation, the PPM Team Lead would be the next level of escalation for any and all issues associated with the project scope and would own the management of the issue to resolution including technical and non-technical related concerns.
- **Service Delivery Director** – for technical issues specifically, if the issue is not resolved within an hour, the Service Delivery Director will be contacted for additional escalation and action. For technical issues escalated by the Delivery Team, the Service Delivery Director will:
  - Contact and speak with Client via phone to explain the status
  - Develop a plan of action
  - Communicate the plan of action status and completion to Client
  - Contact the Operations team, as required, to request additional resources, as required, in order to execute the plan of action

#### Level 3

- **Program and Project Management Services (PPM) Director** – for projects that include Project Management, the PPM Director is the third escalation point for any technical or non-technical concerns or questions.

- **Services Vice President** – if the issue or concern cannot be addressed or resolved within Level 1 or Level 2 of the escalation process, the issue will be raised to the executive level for visibility and resolution.

## 4.2. Technical Support after Completion

For non-critical support, including system expansion options, assessments, audits, and related services, or services that are not covered by a support contract with Presidio or another vendor, Presidio offers a variety of options including Fixed Fee, Hourly Rate, or Daily Rate options. Pricing for these services is not included in this Statement of Work.

Managed Services Clients	Non-Managed Services Clients
Technical support for the solution implemented within the scope of this SOW can be obtained by: <ul style="list-style-type: none"><li>• calling 800-494-0118</li><li>• sending an email to <a href="mailto:presidio@service-now.com">presidio@service-now.com</a></li></ul>	Vendor's (such as Cisco or EMC) Support Center or Technical Assistance Center (TAC) is the vehicle for all support.  These Vendor Support Centers provides 7x24 support on all hardware and software, including replacement parts, software patches and updates, and configuration assistance.

## 5. PRICING

Presidio is providing a Fixed Fee Price as part of this Statement of Work. Presidio will invoice Client based on the project milestone(s) listed below:

Milestone Name	Amount
Project Initiation	\$6,850.00
Design Complete	\$10,275.00
Execution Complete	\$10,275.00
Project Closure	\$6,850.00
<b>Total:</b>	<b>\$34,250.00</b>

Presidio will bill Client upon completion of each Milestone. Invoices may contain multiple Milestones.

If Client requires a change in the scope of work, the parties will negotiate in good faith to generate a written change order documenting the additional labor and requirements that will be mutually agreed upon by the parties prior to onset of the additional work.

If, in Presidio's reasonable discretion, completion of one or more of a project's milestones are subject to a material delay due to factors outside of Presidio's control, Presidio may invoice Client a prorated amount for work performed which reflects Presidio's current progress toward completing the milestone(s) at the time of any such delay.

Payment terms are subject to credit department approval and will be negotiated and documented on a valid purchase order or other financial document. Presidio payment terms are Net-30. If Client fails to provide a notice of acceptance or a statement of issues to be resolved within ten (10) business days of project conclusion, the project will be deemed accepted and Client will be invoiced.

### 5.1. Expenses

There are no anticipated travel or incidental expenses to be incurred by Presidio in association with the execution of this Statement of Work and therefore no expenses will be billed to Client.

## **5.2. Travel Time**

Travel to and from the work site(s) by Presidio resources in association with the execution of this Statement of Work will not be charged to Client.

## 6. TERMS AND CONDITIONS

The following terms and conditions shall govern this Statement of Work (SOW) unless a valid Master Services & Product Agreement between the parties, if any, for professional services has been executed and is in force at the time any SOW is executed; in which case the terms of the Master Services & Product Agreement shall govern to the extent that they are inconsistent with this SOW.

1. **TERMINATION FOR NON-APPROPRIATION OF FUNDS:** Notwithstanding any other provision of this Contract, the City shall not be obligated for the Contractor's performance hereunder or by any provision of this Contract during any of the City's future fiscal years unless and until the City Commission appropriates funds for this Contract in the City's Budget for each such future fiscal year. In the event that funds are not appropriated for this Contract, then this Contract shall terminate as of September 30 of the last fiscal year for which funds were appropriated. The City shall notify the Contractor in writing of any such non-allocation of funds at the earliest possible date.

2. Dispute Resolution venue and legal jurisdiction should be Volusia County, Florida.

3. **Public Records.** The Contractor shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Contractor in conjunction with this Agreement. Specifically, the Contractor shall:

a. Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service.

b. Upon request of the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in state law or as otherwise provided by law.

c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the City.

d. Meet all requirements for retaining public records and transfer, at no cost, to the City all public records in possession of the Contractor upon termination of the Agreement and destroy and duplicate public records that are exempt or confidential and exempt from the public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology system of the City.

e. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS



CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (386) 878-8100, jraftery@deltonafl.gov, 2345 Providence Blvd., Deltona, Florida 32725.

4. E-VERIFY

1. Definitions:

a. "Contractor" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration.

b. "Subcontractor" means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

2. Effective January 1, 2021, public and private employers, contractors and subcontractors will begin required registration with, and use of the E-verify system in order to verify the work authorization status of all newly hired employees. Vendor/Consultant/Contractor acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

a. All persons employed by Vendor/Consultant/Contractor to perform employment duties within Florida during the term of the contract; and

b. All persons (including subvendors/subconsultants/subcontractors) assigned by Vendor/Consultant/Contractor to perform work pursuant to the contract with the Department. The Vendor/Consultant/Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of Coconut Creek; and

c. By entering into this Contract, the Contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination.

1. Purchase Orders, Invoicing, Payment and Acceptance. Any purchase order submitted by City of Deltona "Client" in connection with this SOW shall be deemed subject to these Additional Terms and this SOW. Unsigned, electronically submitted purchase orders shall be deemed to include Client's electronic signature and shall be binding to the extent accepted by Presidio. Presidio's performance of such purchase order shall not constitute Presidio's acceptance of new or different terms, including pre-printed terms on such order. In absence of a purchase order, Client agrees that its signature below grants Presidio the right to invoice Client and authorizes payment to Presidio for the amounts owed. Further, Client represents that Presidio can rely on such Client signature for payment.

Presidio shall invoice Client for the Services in accordance with the terms stated in the SOW. The price included herein reflects a 3% discount for payment by cash, check or wire transfer. This discount will not apply in the event that Client pays using a credit card or debit card.

Client shall make payment to Presidio within 30 days from the date of invoice. Except for taxes due on Presidio's net income, Client shall pay all taxes. Presidio reserves the right to bill Client for additional work

requested by Client and performed by Presidio, and for applicable expenses incurred by Presidio pursuant to providing such additional services, which are not described in this SOW.

Unless otherwise indicated in this SOW, Client agrees that staff augmentation services and services performed on a time and materials basis shall be deemed accepted as performed. Unless otherwise indicated in this SOW, Projects shall be deemed accepted upon the earlier of Presidio's receipt of a signed Milestone Completion and Acceptance document which has been signed and dated by an authorized representative of Client, or 10 calendar days from the date of the delivery of the milestone deliverable. If acceptance is refused, Client shall provide, in writing to Presidio, its reasonable basis for refusal, prior to the expiration of the Ten (10) calendar day period. Presidio shall address the issue before subsequent work is undertaken.

**Limitations of Warranties. PRESIDIO WARRANTS THAT SERVICES SHALL BE PROVIDED BY COMPETENT PERSONNEL IN ACCORDANCE WITH APPLICABLE PROFESSIONAL STANDARDS. WITH RESPECT TO SERVICES PERFORMED BY PRESIDIO, PRESIDIO WARRANTS TO CLIENT, THAT THE SERVICES RENDERED SHALL BE PERFORMED IN A SKILLFUL AND PROFESSIONAL MANNER COMMENSURATE WITH THE REQUIREMENTS OF THIS EFFORT. CLIENT SHALL NOTIFY PRESIDIO IN WRITING WITHIN 30 DAYS AFTER COMPLETION OF THE SERVICES IN QUESTION WHEN ANY OF THE SERVICES FAIL TO CONFORM TO THE STANDARD OF CARE SET FORTH IN THIS AGREEMENT. THE PASSAGE OF THE 30-DAY PERIOD AFTER COMPLETION OF THE SERVICES WITHOUT THE NOTIFICATION DESCRIBED HEREIN SHALL CONSTITUTE CLIENT'S FINAL ACCEPTANCE OF THE SERVICES. TROUBLESHOOTING AND RECONFIGURATION DUE TO CHANGES TO THE CONFIGURATION BY CLIENT AFTER DELIVERY WILL REQUIRE THE PREPARATION OF A BILLABLE CHANGE ORDER AND PRESIDIO WILL USE ITS BEST EFFORTS TO PROVIDE ANY ADDITIONAL SUPPORT THAT MAY BE REQUIRED THEREAFTER ON A TIME AND MATERIALS BASIS AS SOON AS RESOURCES ARE REASONABLY AVAILABLE. PRESIDIO MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

2. Intellectual Property. Client acknowledges that Presidio, its vendors, and/or its licensors retain all patents and/or copyrights in and to all proprietary data, processes and programs, if any, provided in connection with Services performed hereunder; any Presidio software provided to Client as part of the Services provided shall be subject to the vendor's, licensor's or OEM's copyright and licensing policy. To the extent such software is prepared by Presidio, it is provided by nontransferable, nonexclusive license for Client's internal use only, subject strictly to the terms and conditions of this Agreement, and shall terminate upon termination or expiration of this Agreement. Client shall not duplicate, use or disclose for the benefit of third parties, reverse engineer or decompile any such software.
3. Confidential Information. The parties agree that Confidential Information means any information disclosed by the disclosing party to the receiving party, either directly or indirectly, in writing, orally or by inspection of tangible objects (including without limitation documents, prototypes, samples, plant and equipment, "Client" lists or other "Client" information not known to the public), which is designated as "Confidential," "Proprietary" or some similar designation, or is the type of information which should reasonably be recognized as Confidential or Proprietary. The receiving party shall not use any Confidential Information of the disclosing party for any purpose except to evaluate and engage in discussions concerning this SOW. Each party agrees to protect the other party's Proprietary and Confidential Information to the same extent that it protects its own Proprietary and Confidential Information, but with no less than a reasonable degree of care.
4. Limitation of Liability. IN NO EVENT SHALL PRESIDIO BE LIABLE TO CLIENT FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND WHATSOEVER, ARISING IN CONTRACT, TORT OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. PRESIDIO'S ENTIRE LIABILITY AND CLIENT'S EXCLUSIVE REMEDY FOR DAMAGES FROM ANY CAUSE WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, NONPERFORMANCE OR MISREPRESENTATION, AND REGARDLESS OF THE FORM OF ACTIONS, SHALL BE LIMITED TO THE AMOUNT WHICH HAS BEEN ACTUALLY PAID TO PRESIDIO BY CLIENT FOR SERVICES AND/OR PERFORMANCE HEREUNDER. Without limiting the foregoing, Presidio will have no responsibility for the adequacy or performance of (i) any third-party software provided to Presidio under this agreement; (ii) any hardware, and (iii) any services provided by any third party.
5. Non-Solicitation Provision. During the term of this SOW and for twelve (12) months thereafter, Client will not solicit for a permanent or other position any employee or subcontractor of Presidio to whom Client was introduced through its relationship with Presidio. Should Client solicit and/or hire an employee or contractor

from Presidio, Client shall pay to Presidio an administrative fee equal to 1 year's salary of the employee's new salary at Client.

6. Force Majeure. Neither party shall be liable for any failure or delay in performance of its obligations hereunder where such performance is prevented or delayed by causes beyond its reasonable control, including without limitation, flood, war, embargo, strike or other labor dispute, riot, acts of God or the intervention of any government authority.
7. Choice of Law and Venue. The parties will attempt to settle any claim or controversy arising under this SOW through consultation and negotiation in good faith and a spirit of mutual cooperation. This SOW and all matters relating thereto shall be governed exclusively by the substantive law of the State of New York. Any dispute relating directly or indirectly to this SOW or any other contract or agreement between the parties which cannot be resolved through the process of consultation and negotiation shall be brought in a court of competent jurisdiction in New York County, New York, that being the exclusive venue for any dispute between or any claims held by any of the parties to this SOW.
8. Miscellaneous. This SOW constitutes the entire agreement of the parties and supersedes all prior written or oral agreements, representations and understandings relating to the subject matter hereof, with the exception of a valid Master Services and Product Agreement between the parties under the terms of which this SOW shall be incorporated. This SOW shall not be amended or modified except by written instrument signed by the parties. Should additional work beyond the scope of the Services detailed herein by Presidio be requested by Client, fees for such additional Services will be negotiated with Client prior to performing such work and will be memorialized in writing between the Parties by utilizing a Project Change Request form ("PCR") or an additional SOW as appropriate. PRESIDIO will invoice Client for any additional work performed and expenses incurred which are not described in this SOW. The Parties agree that neither may assign its rights or duties under this contract without the prior written consent of the other Party, which consent shall not be unreasonably withheld.
9. Severability. The provisions of this SOW are severable. If any provision of this SOW or its application to any person or circumstance is ever held by any court of competent jurisdiction to be invalid for any reason, the remainder of this Agreement and the application of such provision or part of this SOW to other persons or circumstances shall not be affected.

## 7. APPROVAL SIGNOFF

The use of signatures on this Statement of Work is to ensure agreement on project objectives and the work to be performed by Presidio.

Presidio signature signifies our commitment to proceed with the project as described in this document. Please review this document thoroughly, as it will be the basis for all work performed by Presidio on this project.

This Statement of Work is valid for a period of 60 days from the date that this Statement of Work is provided by Presidio to Client unless otherwise agreed to by both parties.

### City of Deltona

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Signature

Date

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Printed Name

### Presidio

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Signature

Date

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Printed Name & Title