



CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Adopt resolution authorizing the City Manager to execute a one-year contract for telephone switch maintenance service and repair with NextiraOne LLC (\$21,203.51) (ISD)

MEETING DATE: February 2, 2005

PREPARED BY: Information Systems Manager

RECOMMENDED ACTION: That the City Council authorize the City Manager to execute a one-year contract for telephone switch maintenance service and repair with NextiraOne LLC (\$21,203.51)

BACKGROUND INFORMATION: Due to the critical nature of certain key elements within the City's Telephone System, it is imperative that the City maintain a rapid-response service contract with a reliable service provider to assure maximum telephone uptime.

During the current fiscal year, NextiraOne has provided coverage under such a contract. NextiraOne was selected as the maintenance service provider for the City's premise telephone equipment for several reasons. First, NextiraOne was involved in the original design, upgrade and installation of the core telephone systems, and has in-depth knowledge of its configuration and operation. This knowledge is particularly critical in the Police, Fire and Electric Utility Departments, where downtime would paralyze those Department operations. Second, NextiraOne is a Nortel Networks Certified Partner and an Adtran Certified Provider, and both certifications apply to the City's equipment. Certification is indicative of a provider's knowledge and understanding of a manufacturer's design, operation, and integration of key components of a telephone network. Third, NextiraOne service contract prices have been, and continue to be, fair and reasonable. The contract is for 12 months with the option to automatically renew for one additional year:

2 TERM AND RENEWAL OPTIONS. *The term of this Agreement shall commence on 12/20/2004 (the "EffectiveDate"), and will continue twelve (12) months thereafter following the Effective Date ("Term"), and this Agreement shall apply to any Order placed during the Term, even if performance extends beyond the Term. If neither Customer nor NextiraOne provides the other written notice of cancellation at least thirty (30) days prior to the end of the Term or the end of the term of any Order placed hereunder, the Term or the term of such Order, as applicable, will automatically renew for an additional period of one (1) year at NextiraOne's then current time and material rate(s).*

The contract combines maintenance service and repair for three critical telephone PBX (private branch exchange) switches located at the Public Safety Building, Municipal Service Center and the Fire Administration/Parking Structure. The Nortel Networks Option 21 PBX located at the Municipal Service Center is over 13 years old and is no longer supported by the manufacturer (as of 2002). Two years ago NextiraOne came forward and was willing to provide maintenance coverage on the old telephone switch while most other companies said they would not. NextiraOne has proven their product knowledge by

APPROVED: _____

Blair King, City Manager

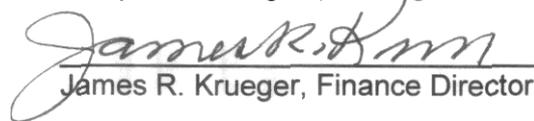
providing consulting and engineering on the City's behalf when low-bid contractors have failed to program and integrate new telephone equipment. They have also proven that they maintain the parts-on-hand to make necessary repairs to our older systems.

Telephone Switches on Maintenance	2005 Annual Maintenance	2004 Annual Maintenance
Main Option I I c PBX (6 years old) 210 W. Elm Street (Civic Center and H.S.S. Community Center)	\$14,026.14	\$14,032.62
Option 21 PBX (over 13 years old) 1331 South Ham Lane (Municipal Service Center)	\$5,318.73	\$3,770.05
Mini-Option I I c (2 years old) 25 E. Pine Street (Fire Administration)	\$1,858.34	n.a.
Annual Totals	\$21,203.21	\$17,802.67

This contract is for telephone PBX switch-only maintenance and repair, and does not include repairs to telephones sets or inside wiring (The City purchased refurbished replacement phone sets as needed.)

The service maintenance contract is attached for your information.

FUNDING: Telephone Budget (Funding Available)


James R. Krueger, Finance Director

Respectfully Submitted,


Stephen Mann
Information Systems Manager

Prepared by Mark White, Information Systems Coordinator

CMW

cc Joel Harris Purchasing Officer
Steven Schwabauer, City Attorney

Support and Managed Services Agreement

1. **AGREEMENT.** This Support and Managed Services Agreement (as defined below) between you ("you" may also be referred to as "Customer") and the applicable NextiraOne operating entities (herein, "NextiraOne") sets forth the legal rights and obligations governing your orders for the purchase of the services described herein. Customer represents that it owns or leases certain communications and/or Internetworking electronic equipment and sublicenses the associated software ("Software") (collectively, the "System") as described in the attached Customer Inventory Schedule(s). Customer may order from NextiraOne managed services, including maintenance services, for the System pursuant to the selected Service Plan(s) (as defined in Section 5 below) and as set forth at (www.nextiraone.com/us/contractterms) (hereinafter referred to as either "Managed Services" or "Maintenance" as appropriate or collectively "Service" or "Services"). NextiraOne agrees to furnish such requested Services for the System. The System and its location(s) (the "Premises") are described in the Order Form, as defined below, and the Customer Inventory Schedule(s). The Customer will be provided Services by NextiraOne, LLC and/or its applicable subsidiaries and affiliates, while all work performed for Customer in California will be performed by NextiraOne California, LP and work performed in Alabama, Arkansas, Florida, Mississippi and Tennessee will be performed by NextiraOne Installation, LLC. This Support and Managed Services Agreement consists of these terms and conditions, a signed order form(s), applicable Scope of Work, Customer Inventory Schedule(s), a selected Service Plan (as defined in Section 5), general terms and conditions ("General Terms"), supplemental service terms and conditions ("Additional Terms" as defined in Section 10 below), both sets of such terms are set forth at (www.nextiraone.com/us/contractterms) (all collectively, and as applicable, the "Terms and Conditions"), and applicable Software license (collectively, the "Agreement"). Customer order(s), including the initial order as identified herein (collectively the "Order"), shall be incorporated into this Agreement by reference during the Term (as defined below) of this Agreement. Such Orders shall be set forth on a subsequent Order Form signed by the Customer in the form as set forth at (www.nextiraone.com/us/contractterms) (the "Order Form"). A Scope of Work and/or Service Plan, if applicable, shall be attached to the Order Form and shall be deemed incorporated into this Agreement.

2. **TERM AND RENEWAL OPTIONS.** The term of this Agreement shall commence on 12/20/2004 (the "EffectiveDate"), and will continue twelve (12) months thereafter following the Effective Date ("Term"); and this Agreement shall apply to any Order placed during the Term. even if performance extends beyond the Term. If neither Customer nor NextiraOne provides the other written notice of cancellation at least thirty (30) days prior to the end of the Term or the end of the term of any Order placed hereunder, the Term or the term of such Order, as applicable, will automatically renew for an additional period of one (1) year at NextiraOne's then current time and material rate(s).

3. **SERVICE FEE.** The price for Managed Services and/or Maintenance, excluding applicable taxes, is set forth on the Order Form (the "Service Fee"). The Service Fee, plus all applicable taxes, is due annually in advance, unless otherwise agreed in writing by the parties. NextiraOne may assess a processing fee for periodic billings. Customer is responsible for all applicable taxes, shipping, handling and other charges applicable to the Services provided under this Agreement. Customer agrees either to pay to NextiraOne the amount of all applicable taxes or to provide evidence of its tax exempt status no later than the date of any Order. If sales or use taxes are not invoiced or collected, and it is later determined that sales or use taxes apply, Customer agrees to pay such taxes, with any interest or penalties. All charges are due on receipt of invoice. Service Fees received more than thirty (30) days after billing are subject to a late payment charge the lesser of one and one-half percent (1.5%) for each thirty (30) day period that they remain unpaid or the maximum permitted by law. Customer shall not be relieved of its payment obligations due to the failure of any third party to make timely payments.

4. **SERVICE FEE ADJUSTMENTS.** NextiraOne may increase the Service Fee for additions to or moves of components of the System and additions or changes to the configuration of a component of the System. including any upgrades and new peripheral devices ("Modifications"). Modifications shall be procured and subject to a separate written Order between the parties. Additional equipment purchased from NextiraOne and added to the System ("Additions") shall be procured and subject to a separate written equipment purchase agreement between the parties. In such Orders, Customer will provide a written statement setting forth the location of additional items of equipment, quantity, description, serial number and pan number. Any necessary adjustment to the Service Fee will

be set forth on an explanatory document or quotation issued by NextiraOne. All Modifications and/or Additions shall be included in the service coverage provided by this Agreement and shall be subject to the Terms and Conditions of this Agreement and be co-terminus with the Term of the applicable Order. NextiraOne will maintain Modifications performed by a party other than NextiraOne only if Customer's modified system is certified by NextiraOne at Customer's expense to be operating in accordance with manufacturer's standards for service and maintenance. Customer agrees to pay NextiraOne's then current time and materials rates for such certification efforts in the event NextiraOne agrees to maintain such Modifications. Customer hereby acknowledges that Modifications, including software upgrades, performed or supplied by unauthorized distributors may result in: (i) a denial of the warranty services from the manufacturer of the System; (ii) a denial of the Maintenance from NextiraOne; or (iii) voiding of the Software license. Any Additions and/or Modifications performed by NextiraOne require a separate Order.

5. **MANAGED SERVICES AND MAINTENANCE OBLIGATIONS.** NextiraOne's Managed Services and post-warranty Maintenance obligations shall be as defined in the General Terms, the Scope of Work and the Customer selected service plan found at (www.nextiraone.com/us/contractterms) ("Service Plan").

6. **LIMITATION OF LIABILITY AND INDEMNIFICATION.** (A) IN NO EVENT SHALL NEXTIRAONE BE LIABLE FOR: (i) ANY INDIRECT, SPECIAL, INCIDENTAL, OR EXEMPLARY DAMAGES; (ii) CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, COMMERCIAL LOSS OF ANY KIND WHICH INCLUDES LOSS OF BUSINESS, PROFITS, REVENUE OR SAVINGS, AND LOSS OF DATA OR MESSAGES; OR (iii) ANY DAMAGES OF ANY KIND RESULTING FROM UNAUTHORIZED USE OF THE SYSTEM, INCLUDING, WITHOUT LIMITATION, TOLL FRAUD OR COMPUTER VIRUSES. THIS PROVISION APPLIES TO ALL CLAIMS WHETHER BASED UPON BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY IN TORT OR ANY OTHER LEGAL THEORY, AND WHETHER NEXTIRAONE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE OR LOSS. WITH RESPECT TO ANY CLAIM FOR DIRECT DAMAGES, THE ENTIRE LIABILITY OF NEXTIRAONE FOR CLAIMS ARISING UNDER OR IN ANY WAY RELATED TO THIS AGREEMENT SHALL NOT EXCEED EITHER THE VALUE OF THE ORDER GIVING RISE TO THE CLAIM OR \$1,000,000, WHICHEVER IS LESS. (B) NextiraOne shall be liable for any physical damage it causes to the System or its components due to its gross negligence or willful misconduct. In such event, Customer's sole remedy shall be limited to NextiraOne's repair of the System or component, or if the System or component cannot be repaired, as determined by NextiraOne in its sole discretion, replacement with a comparable System or component or a prorated refund. (C) Each party shall defend, indemnify and hold harmless the other party, and its respective directors, officers, trustees, members, employees and agents from and against any third party claim, suit, action or proceeding alleging bodily injury (including death) or damage to tangible property to the extent such injury or damage is caused by the gross negligence or willful misconduct of the indemnifying party, its employees, subcontractors or suppliers in connection with the performance of Services or the unauthorized disclosure or use of any Confidential Information, as defined in the General Terms, under this Agreement, provided that such claim is promptly reported to the indemnifying party in writing.

7. **SERVICE EXCLUSIONS.** (A) Services do not include repairs or replacements necessitated by (i) fire, explosion, power irregularities, power surges, acts of God, including, without limitation, earthquakes, rains, floods or lightning, or any other cause not attributable to NextiraOne or a defect in the System that is not eligible for Service under the Scope of Work or applicable Service Plan; (ii) deterioration of materials which, by their nature, have a limited shelf life (including, without limitation, batteries); (iii) Customer's failure to follow Operation, maintenance, warranty, or environmental requirements described in any of the manufacturer's manuals or product bulletins, or in NextiraOne manuals and other documentation provided to Customer; (iv) Customer's addition(s), alteration(s), modification(s), enhancement(s) or repair(s) to, or disassembly of, the System; (v) damages resulting from mishandling, abuse, or misuse of the System by Customer or a third party; (vi) relocation of the System without NextiraOne's written consent (other than telephones relocated in accordance with the manufacturer's specifications); (vii) failures or required changes resulting from the local exchange company, interexchange carrier, the

Support and Managed Services Agreement

power company or other transmission providers, or (viii) my other service not required to keep the System in good operating condition for normal use. (B) When NextiraOne determines that the System, any System component, or operating System software or application Software can no longer be effectively maintained for any reason, including but not limited to, usage, environmental conditions, or lack of readily available replacement parts or Software, NextiraOne shall inform Customer and reserves the right to cancel, in whole or in part, its Service obligations for a System, any System component, or operating System software or application Software if NextiraOne determines, in its commercially reasonable discretion, that it is unable (on commercially reasonable terms) to (i) continue to provide the Services, or (ii) obtain replacement parts for the System, operating System software or application Software. In such event, if NextiraOne cancels Service, NextiraOne shall provide Customer a prorated refund.

8. **LIMITED WARRANTY.** NEXTIRAONE WARRANTS THAT WORK PERFORMED UNDER THIS AGREEMENT SHALL BE DONE IN A GOOD AND WORKMANLIKE MANNER AND BE FREE FROM MATERIAL DEFECTS FOR A PERIOD OF THIRTY (30) DAYS FROM DATE OF PERFORMANCE. CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR BREACH OF SUCH WARRANTY SHALL BE CORRECTION OF THE DEFECT BY NEXTIRAONE AT NEXTIRAONE'S EXPENSE. THIS AGREEMENT EXCLUDES ALL OTHER EXPRESS WARRANTIES AND ALL IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF NONINFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. NEXTIRAONE DISCLAIMS ANY WARRANTY FOR SECURITY, OR TO PREVENT UNAUTHORIZED USE OF OR INTRUSION INTO THE SYSTEM, INCLUDING BUT NOT LIMITED TO LOSS OF DATA, COMPUTER VIRUSES AND TOLL FRAUD.

9. **TERMINATION.** (A) The non-breaching party may terminate this Agreement and/or any outstanding Order Form and/or pursue its remedies in law or equity, except as otherwise limited by this Agreement, in the event that: (i) a party fails to make any payment when due and fails to cure the nonpayment within seven (7) days of written notice; (ii) a party commits a material breach of this Agreement (other than a breach for nonpayment) and fails to cure that breach within thirty (30) days following receipt of written notice describing the breach; (iii) Customer either refuses to permit NextiraOne to perform its obligations under this Agreement, or acknowledges its intent to terminate or cancel this Agreement or any Order Form or terminates or cancels this Agreement or any Order Form for any reason other than a default by NextiraOne under this Section; or (iv) a party ceases doing business or commences dissolution or liquidation proceedings. In addition to any other rights or remedies set forth herein, in the event Customer defaults under this Agreement or any Order, Customer's prepayment shall be nonrefundable. In the event Customer defaults under this Agreement or any Order, and Customer has not prepaid for the entire term of the Order, Customer is liable for the amount equal to the remaining monthly or quarterly Service Fee multiplied by the number of months or quarters remaining in the term of the terminated Order. (B) The aggrieved party may suspend performance of its obligations under this Agreement or any Order placed hereunder during the cure period for any breach described above. (C) NextiraOne reserves the right to suspend performance under this Agreement or an Order if, in NextiraOne's sole discretion, required by regulation, statute, judicial action or other applicable legal requirement. (D) Termination of this Agreement shall not relieve either party of its respective obligations to comply with all terms of this Agreement that expressly call for performance prior or subsequent to the termination date, including without limitation, the parties' respective obligations to protect proprietary and confidential information. (E) It is agreed that NextiraOne's or Customer's damages in the event of breach are difficult or impossible to ascertain. The provisions in Sections 6B, 7(B), and 9(A)(iii) are intended, therefore, to establish liquidated damages in the event of cancellation and are not intended as a penalty.

10. **SUPPLEMENTAL TERMS.** The supplemental Service terms and conditions applicable to certain NextiraOne Service offerings are listed at (www.nextiraone.com/us/contractterms) (the "Additional Terms"). Only the supplemental Service terms and conditions for Services ordered or used by you are applicable.

11. **GENERAL PROVISIONS.** (A) Order of Precedence. In the event of any conflict between the Terms and Conditions, Scope of Work, exhibits, attachments or Orders the order of precedence shall be: (i) these terms and conditions; (ii) the Additional Terms; (iii) the General Terms; (iv) the Scope of

Work; (v) Service Plan(s); (vi) any Order; and (vii) any other attachments and/or exhibits. (B) **Governing Law.** The laws of the State of California shall govern this Agreement without regard to its choice of laws principles. (C) **Non-Solicitation and Non-Hire.** Customer, including its subsidiaries and affiliates, shall neither directly nor indirectly solicit, hire or contract with any NextiraOne employee(s) performing work for Customer under this Agreement during the Term of this Agreement and for one (1) year after termination or expiration. (D) **Execution.** This Agreement may be executed contemporaneously in one or more counterparts, each of which shall be deemed an original, but which together shall constitute one instrument. In addition, the parties may rely on a facsimile transmission of the other party's authorized signature to bind the other party. Customer agrees to send an original to NextiraOne. (E) **Consent to URL Sites.** YOU HEREBY CONSENT TO THE INCORPORATION OF THE APPLICABLE TERMS AND CONDITIONS, SOFTWARE LICENSES AND SERVICE PLAN(S) POSTED AT (www.nextiraone.com/us/contractterms). THE TERMS AND CONDITIONS MAY BE MODIFIED FROM TIME TO TIME AS REQUIRED BY LAW. YOU AGREE TO BE BOUND BY SUCH CHANGES, AS THEY PERTAIN TO THE PARTICULAR SERVICES YOU CHOOSE NOW OR MAY CHOOSE IN THE FUTURE. IF SUCH CHANGES ARE NOT MANDATED BY LAW, SUCH CHANGES SHALL NOT BE APPLICABLE TO CUSTOMER. NOTWITHSTANDING ANYTHING TO THE CONTRARY, IN NO CASE SHALL ANY CHANGE DIMINISH ANY APPLICABLE SERVICE LEVEL AGREEMENTS ENTERED INTO AT THE TIME OF THE ORDER. YOU AGREE THAT ACCEPTANCE OF THIS AGREEMENT CONSTITUTES CONSENT TO THE USE OF ELECTRONIC RECORDS. (F) **Merger and Modification.** This Agreement supersedes and replaces in its entirety any document executed previously or contemporaneously to this Agreement, all prior or contemporaneous proposals, communications and negotiations, both oral and written, relating to the subject matter of this Agreement and constitutes the entire agreement between NextiraOne and Customer with respect to the subject matter herein. No usage of trade or course of dealing by or between the parties shall be deemed to constitute any modification or amendment of the terms of this Agreement. No subsequent agreement among the parties concerning the Services shall be effective or binding unless it is made in writing and executed by authorized representatives of the parties. Neither electronic mail nor instant messaging shall be considered a "writing" sufficient to change, modify, extend or otherwise affect the terms of the Agreement. If, at Customer's request, NextiraOne delivers additional Software, Managed Services or Maintenance, or provides time and materials Services or other incidental Services relating to the System, the terms of this Agreement will govern. Any representations, warranties or statements made by any employee, salesperson or agent of NextiraOne and not expressed in this Agreement are expressly not a part of this Agreement and shall not bind NextiraOne.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as set forth below.

City of Lodi [CUSTOMER]

By: _____
Name: _____ **Blair King**
Title: _____ **City Manager**
Date: _____

NEXTIRAONE, LLC on behalf of itself and/or its applicable subsidiary or affiliate

By: _____
Name: _____
Title: _____
Date: _____

Approved as to form: _____

D. Stephen Schwabauer
City Attorney

Attest:

Susan J. Blackston
City Clerk Page 2 of 2
City of Lodi (12.16.2004arl)

NextiraOne CONFIDENTIAL

ORDER FORM



Customer Name ("Customer"): City of Lodi	NextiraOne, LLC and/or the applicable NextiraOne, LLC subsidiary or affiliate as identified in the Agreement ("NextiraOne") 2800 Post Oak Blvd., Suite 200 Houston, TX 77056 (713) 307-4000
State of Incorporation: CA	
Principal Address: SEE MASTER EXHA City: SEE MASTER EXHA State: SEE MASTEREXHA Zip: SEE MASTEREXHA	Billing Address: P.O Box 3006 City: Lodi State: CA Zip: 95241
Tax ID No. 800-3307-3 CALIFDRNIA Tax Exempt status <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No 94-6000361 FED If "Yes" (exempt) Certificate of Tax Exemption MUST be attached to Order.	The terms of Agreement shall govern this Order. Effective Date of Agreement: SEE MASTER EXHA <input checked="" type="checkbox"/> MOA
Customer Purchase Order Number: (if applicable)	Customer Number/Project Order Number: (internal use only) SEE MASTER EXHA / SEE MASTER EXHA
Date of Order Form is Represented by the Customer Signature Date Set Forth Below	Term of Order: SEE MASTER EXHA - SEE MASTER EXHA

Select all that apply: <input checked="" type="checkbox"/> New Systems and/or Services <input type="checkbox"/> Adds/Upgrade to Existing System <input type="checkbox"/> Installation Services	<input type="checkbox"/> CCAT Services <input type="checkbox"/> Other:
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Payment Terms: (excluding applicable taxes and shipping) Voice: If the system price is equal to or greater than \$75,000: 25% of System Price due at Customer signing 60% of System Price due at Delivery 15% of System Price due at Cutover Other: If the system price is less than \$75,000: 50% of System Price due at Customer signing 50% of System Price due at Cutover Other: For drop-ship orders: 50% of System Price due at Customer signing 50% of System Price due at Delivery Other: Anticipated Delivery Date: Anticipated Cutover Date: Final Configuration Date: Late payments may result in suspension of work and in installation delays.	Data: Payments are due upon receipt of invoice. Charges for installation and implementation services are invoiced upon completion, Other Payment Terms: due at Delivery due at Cutover Other: Requested On-Site Date: Late payments may result in suspension of work and in installation and delays.
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customer Initials

ORDER FORM



<input checked="" type="checkbox"/>
<input type="checkbox"/>

SECTION E: ATTACHMENTS	
<input type="checkbox"/> Scope of work (Product & Managed Services Customer Inventory Schedule(s) software License	<input type="checkbox"/> Tax Exemption Certificate <input type="checkbox"/> Lease/Financing company documentation <input type="checkbox"/> Other:

SECTION F: SIGNATURES	
Customer: City of Lodi	NextiraOne, LLC and/or its applicable Subsidiary or Affiliate
BY:	BY:
TITLE: City Manager	TITLE:
DATE:	

RESOLUTION NO. 2005-21

A RESOLUTION OF THE LODI CITY COUNCIL
AUTHORIZING THE CITY MANAGER TO EXECUTE A
ONE-YEAR CONTRACT FOR TELEPHONE SWITCH
MAINTENANCE SERVICE AND REPAIR

WHEREAS, Lodi Municipal Code §3.20.070 authorizes dispensing with bids for purchases of supplies, services, or equipment when it is in the best interest of the City to do so: and

WHEREAS, due to the critical nature of certain key elements within the City's telephone system, it is imperative that the City maintain a rapid-response service contract with a reliable service provider to assure maximum telephone uptime; and

WHEREAS, NextiraOne has provided coverage under such a contract during the current fiscal year and was selected as the maintenance service provider for the City's premise telephone equipment for several reasons:

- 1) NextiraOne was involved in the original design, upgrade, and installation of the core telephone systems and has in-depth knowledge of its configuration and operation with this knowledge being particularly critical in the Police, Fire, and Electric Utility Departments, where downtime would paralyze those department operations; and
- 2) NextiraOne is a Nortel Networks Certified Partner and an Adtran Certified Provider, and both certifications apply to the City's equipment. Certification is indicative of a provider's knowledge and understanding of a manufacturer's design, operation, and integration of key components of a telephone network; and
- 3) NextiraOne service contract prices have been, and continue to be, fair and reasonable. The contract is for 12 months with the option to automatically renew for one additional year.

WHEREAS, the contract combines maintenance service and repair for three critical telephone PBX (private branch exchange) switches located at the Public Safety Building, Municipal Service Center, and the Fire Administration/Parking Structure; and

WHEREAS, the Nortel Networks Option 21 PBX located at the Municipal Service Center is over 13 years old and is no longer supported by the manufacturer as of 2002; and

WHEREAS, NextiraOne came forward two years ago willing to provide maintenance coverage on the old telephone switch when no one else would and has proven its product knowledge by providing consulting and engineering on the City's behalf when low-bid contractors have failed to program and integrate new telephone equipment; and

WHEREAS, NextiraOne LLC maintains parts-on-hand to make necessary repairs to our older systems, and, therefore, it becomes critical not to take the lowest bidder for telephone maintenance.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize the City Manager to execute a one-year contract for telephone switch maintenance service and repair with NextiraOne LLC in the amount of \$21,203.51.

Dated: February 2, 2005

I hereby certify that Resolution No. 2005-21 was passed and adopted by the City Council of the City of Lodi in a regular meeting held February 2, 2005, by the following vote:

AYES: COUNCIL MEMBERS – Hansen, Hitchcock, Johnson, Mounce, and Mayor Beckman

NOES: COUNCIL MEMBERS – None

ABSENT: COUNCIL MEMBERS – None

ABSTAIN: COUNCIL MEMBERS – None



SUSAN J. BLACKSTON
City Clerk