



RESOLUTION 08-06-2011
A RESOLUTION TO ENTER INTO AN AGREEMENT WITH TRITEL NETWORKS FOR TELEPHONE EQUIPMENT AND SERVICES FOR SANTAQUIN CITY OFFICES.

WHEREAS, Santaquin City is in the process of consolidating its Administrative, Community Development, and Utility Billing Offices into the current Santaquin City Public Safety Building with the Santaquin City Police, Fire and EMS Departments; and

WHEREAS, Santaquin City has previously installed fiber optic connections between the Public Safety Building, City Office Building, and City Library; and

WHEREAS, Santaquin City desires to save costs by upgrading its phone systems from analog phone lines to a voiceover IP communications system

NOW THEREFORE, BE IT RESOLVED, by the Santaquin City Council, that the agreement for the purchase and installation of telephone equipment with TriTel Networks be adopted as follows:

(See attached)

ADOPTED AND PASSED by the City Council of Santaquin City, Utah, this 24th day of August, 2011.



SANTAQUIN CITY


James E. DeGraffenried, Mayor

Attest


Linda Midgley, Deputy City Recorder



162 East 4500 South
Salt Lake City, UT 84107
801 265-9292
801 265-9915 Fax

COPY

EQUIPMENT PURCHASE AGREEMENT NR: CM22513

Agreement between TriTel Networks, Inc. (Seller) and Customer shown below (Buyer).

Customer (Bill to)

Great America Leasing Corporation
625 1st Street SE
Cedar Rapids, IA 52401

Customer (Ship to)

Santaquin City
275 West Main Street
Santaquin, UT 84655

Seller hereby agrees to sell, and Buyer hereby agrees to purchase the following equipment ("Equipment") and services subject to the attached terms and conditions:

Equipment and Features:

Qty	Part Number	Model	Description
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SEE ATTACHED SCHEDULE A

TAG 5 Star Warranty does not cover headsets, music on hold device or battery back-up.
Contract includes an ongoing labor rate of \$125.00 per hour with a \$100.00 trip charge for future work of either service or adds, moves and changes.

Purchase Price

The purchase price of the Equipment shall be subject to adjustment in the event of any mutually agreeable changes to the equipment listed, including the addition or deletion of items of Equipment and any specifications, attachments, or features.

Purchase price of the equipment and services indicated above: \$30,254.00

Applicable Taxes: \$0.00 *

Total: \$30,254.00

* Tax Exemption Number (if applicable): _____

* If purchase is to be leased, taxes are calculated and added to the lease payments.

Sale Type/Payment Terms: Lease Cash Terms CIA

 \$1,343.28 first and last lease payments in advance.

In the event system is to be leased through a third party leasing company, the deposit will be refunded to the Buyer upon funding by the leasing company.

Because Seller incurs substantial costs and expenses during the term of the installation, TriTel Networks, Inc. requires progress payments to be made in a timely manner. Interest at the rate of two percent (2%) per month will be charged on any progress payment or final payment which is not paid by the Buyer when due.

ADDITIONAL TERMS AND CONDITIONS ATTACHED ARE AN INTEGRAL PART OF THIS AGREEMENT.

Customer/Buyer

Great America Leasing Corporation

(Company Name)



(Signature of Corporate Officer)

BENJAMIN A. REEVES

(Printed Name of Corporate Officer)

Santaquin City Manager

(Title)

9/11/11

(Date)

TriTel Networks, Inc.

Kristine von Elm

(Representative)

(Signature of Corporate Officer)

(Date)

Contract not valid until executed by TriTel Corporate Officer

Seller acknowledges receipt of \$1,343.28 as deposit against the purchase price.

Limited Warranty:

- A. Subject to the provisions of this Paragraph and Seller's Warranty Service Policy, Seller warrants for a period of one (1) year from the date of the cutover of the Equipment for use by Buyer (unless otherwise stated on Page one of this document), that the new telephone and/or data equipment specified on page one of this document will be free from defects in material and workmanship. If any defects covered by this warranty appear within the above stated one (1) year period, seller shall have the option of repairing or replacing the Equipment at its expense. All of the replaced parts will become the property of Seller. Such repair or replacement shall be Buyer's exclusive remedy for breach of warranty or for negligence.
- B. Seller will not be obligated to repair or replace any item of equipment which has been repaired by others, abused or improperly handled, stored, altered or used with third party materials of equipment, which material or equipment is defective or of poor quality, and seller shall not be obligated to repair or replace equipment which has not been installed by seller. The obligation to replace parts as herein provided is conditional upon and inspection of any such parts which disclose defects which were inherent in the manufacture thereof. This warranty does not cover the wearing out of cords, damage caused to the equipment or any part thereof by buyer, its employees, invitees, licensees or agents, or any injury to parts for lightning, fire, foreign currents, exposure to excessive moisture, vandalism, theft, unauthorized alteration, or relocation of equipment by Buyer, or from any other cause not due to inherent defects or poor workmanship.
- C. Seller hereby assigns to Buyer (to the extent it has the right to do so) the benefit of any warranties or guarantees provided to seller via the manufacturer(s) of the equipment.
- D. SELLER SHALL NOT BE LIABLE FOR ANY SPECIAL OR CONSEQUENTIAL DAMAGES OR FOR LOSS, DAMAGE OR EXPENSE DIRECTLY OR INDIRECTLY ARISING FROM THE USE OF THE EQUIPMENT SOLD HEREUNDER, OR ARISING FROM BUYER'S INABILITY TO USE THE EQUIPMENT EITHER SEPARATELY OR IN COMBINATION WITH ANY OTHER EQUIPMENT OR FROM ANY OTHER CAUSE.
- E. THE WARRANTY STATED ABOVE SHALL BE IN LIEU OF AND EXCLUDES ALL OTHER EXPRESSED OR IMPLIED WARRANTIES INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY OR FITNESS.
- F. Seller does not make any warranties of the equipment, either express or implied, except as provided in this Agreement, and any warranties which would extend beyond the description of the equipment are expressly denied.

Interconnection with Utilities Facilities. Seller's services shall be limited to the installation of the equipment on the Buyer's side of the equipment connecting to the telephone system operated by the local telephone utility or other carrier. Seller shall not be responsible in the event the utility or carrier fails to timely make available interconnect services nor shall seller be obligated to pay the interconnect tariff or other charges of the utility or carrier with respect to such services. Seller is not responsible for any advertising of the Buyer whether associated with or external to, any carrier or their publications. In the event of telephone number or account changes, Buyer is advised to consult with and verify any advertising arrangements that have been, or need to be placed with the appropriate carrier or publisher.

Third Party Leasing. In the event Buyer elects to assign ownership of the equipment purchased, and lease it through a third party lessor, Buyer nevertheless shall continue to be liable for the payment of all amounts due under this agreement to seller. The Buyer warrants that the lessor shall pay the seller the same amounts at the same time as if the equipment had been sold directly to buyer under this contract.

Buyer's Installation Obligations. If so stated on page one, seller agrees to deliver and install equipment at Buyer's address ("Premises"). Buyer agrees to make the premises available and ready for installation of equipment and at its own expense: (a) Furnish commercial power for telephone switching equipment or data equipment as specified by Seller; (b) Furnish switchroom environment as specified by Seller. (c) Furnish access to all telephone equipment rooms, terminal rooms and any area necessary to install and maintain a complete telephone system or data network. (d) Furnish a secure area for the central switching equipment with access only by authorized persons. (e) Furnish any available documentation of existing telephone or data equipment and associated applications in order to assist in engineering the new system(s). (f) Meet any special requirements of the building owner. (g) Assume responsibility for meeting any requirements regarding raceways, conduits, or floor ducts. (h) Assume responsibility for costs of any special engineering, lines or trunks, or for any special applications such as data lines, tie lines, ring-down circuits, patching and conferencing, and all interface equipment. (i) All costs associated with premises restoration or repair in the event of removal of the equipment.

Force Majeure. If the performance of any part of this Contract by Seller is prevented, hindered, delayed or otherwise made impracticable by reason of any strike, flood, riot, fire, explosion, war, unavailability of materials and/or supplies, or any other casualty or any other cause of whatever nature that is beyond the control of seller and which cannot be overcome by reasonable diligence and without unusual expense, seller shall be excused from such performance during the continuance of any such happening or event, and for so long as such event shall continue to prevent, hinder or delay such performance. This contract shall be deemed suspended, so long as and to the extent that any such cause shall operate to prevent, hinder or delay the performance by Seller of its obligations.

Ownership, Personal Property. Equipment is, and until Buyer has paid all of the agreed purchase price shall remain, the personal property of Seller notwithstanding its installation in the Premises or its attachment to real property. Buyer shall not sell, assign, transfer, hypothecate, mortgage or otherwise dispose of the above property until payment is made in full.

Damages Upon Default.

- a. Failure of the Buyer to perform any of its obligations under this Agreement or any supplemental schedule, or insolvency, or any warranty or statement of Buyer proving to be materially incorrect shall constitute a default.
- b. Should default by Buyer occur before delivery of the Equipment to Buyer's premises, the Buyer recognizes that Seller, in connection with the performance of this Agreement will have incurred costs and expenses to Seller's damage. Therefore, Buyer agrees to pay one-third (1/3) of the amount of the Contract price to Seller as liquidated damages upon a default occurring before delivery of the Equipment.
- c. Should default occur after delivery of the Equipment:
- (i) Seller may disable the Equipment; and
 - (ii) Seller shall have the right to enter any premises, and may without breach of the peace, take possession of the Equipment and/or take any other legal right available to it and Buyer shall pay all reasonable costs incurred by Seller in repossessing the Equipment, plus the costs of resale, the costs of collection in the amount of thirty-three and one-third percent (33 1/3%), together with interest at the rate of one and one half percent (1 1/2%) per month on the full balance due of the purchase price; and
 - (iii) Seller shall be entitled to receive damages actually incurred by it as a result of such default including loss of profits.
- d. The above remedies shall be cumulative and shall not preclude the exercise of any of Seller's rights available to it under law. Failure to enforce a breach shall not preclude late enforcement.

Cutover, Acknowledgement of Acceptance and Completion. Buyer agrees to witness cutover and to make a joint inspection with Seller's agent. After cutover and joint inspection, Buyer shall sign a Certificate of Delivery and Acceptance, acknowledging that the Equipment and system are properly functioning and are installed according to specifications required within this Agreement. If Buyer believes that certain aspects of the installation have not been completed according to this Agreement, Buyer shall list any exceptions on the Certificate of Delivery and Acceptance in the space provided therein. If, at the time of installation, Buyer fails or refuses to sign the Certificate with exceptions noted if applicable, after having been requested to do so by Seller's agent, Equipment and systems will be deemed accepted and job completed without exception.

Attorney's Fees. In the event of any legal action brought to enforce this Agreement, the prevailing party shall be reimbursed by the other party its reasonable attorney's fees related thereto.

Waiver Amendment Termination. Any change in the terms of this Agreement or to any of the Schedules attached hereto and made a part hereof, shall be effective only if in writing signed by an authorized representative of Buyer and authorized representative of Seller, and in such event, the price, work schedules and other terms and conditions as appropriate may be changed by the parties in a written amendment hereto. Furthermore, any waiver of rights existing under this Agreement or a termination hereof shall not be effective unless made in writing and signed by the party against whom it is sought to be enforced. Buyer shall be responsible for the timely and proper securing of all permits, licenses, consents and approvals in connection with the sale and installation of the Equipment if Buyer requests that Seller obtain such approvals on Buyer's behalf Seller shall use reasonable efforts to obtain approvals however, Seller shall have no obligation or liability in the event that Seller is unable to do so.

Schedule A

Name: Santaquin City
 Address: 275 West Main Street
 City, State, Zip: Santaquin Utah 84655

Qty	Part Number	Model	Description
1	CIX100VMPRIPKG	Package	CIX100 Voice Mail PRI "Build-a-bundle" Flexible
1	ACTU3A	Included	CIX100 Common Control Processor Unit for R4.x
1	SD-1GB	Included	1 GB Secure Digital Media Card for CIX R4.0
1	CHSUB112A2	Included	CIX/CTX100 Base Cabinet with Power Supply.
1	ABCS1A	Included	Battery Charger Subassembly for CTX100.
1	ABTC1A-3M	Included	Reserve Power Cable - CTX100 Cabinet Power to
1	BPTU1A	Included	ISDN Primary Rate Interface Unit.
1	RPRI-CBL-KIT	Included	PRI INTERFACE CABLE
1	CHSUE112A2		CIX/CTX100 Expansion Cabinet with Power
1	AMDS1A		Remote Maintenance 33.6 kbps Modem
1	BSLU1A		8-circuit Standard Telephone Interface Unit
3	MIPU16-1A		16-channel IP Interface Unit
4	IP5132-SD-LIC		20-button IP Speakerphone 4-line Backlit LCD,
2	KM5020		20-button Key Expansion Module with Paper
36	IP5122-SD-LIC		10-button IP Speakerphone 4-line Backlit LCD,
25	LADP2000-3A		IP5000 Power Adapter
1	LIC-4 BASIC		4-port CO Line/Station License for Strata
1	MAS-MICRO-H-4P	Package	MicroMAS-H with 4-port VM license.
2	LIC-2P-VM-MAS-H	Included	Two Voice Mail Port License for MicroMAS with
1	LICMASSWB	Package	MAS UC Software Bundle B Promo, MAS and
1	LICMAS-NETPHSWB	Included	MAS Net Phone server and 10 client license
5	LICMAS-UM-1SEAT	Included	Single Seat Unified Messaging Upgrade for MAS.
1	LICMAS-FG-FAX	Included	MAS Fax Feature Group License
2	LICMASUM10SEATS		10 Seat Unified Messaging Upgrade for MAS.
2	SYS-FAXMODEM-1		Single port analog fax modem for MicroMAS
1	KVR667D2N5/1G		MicroMAS Revision 3 (ONLY) one gigabyte RAM
1	MOH-CPE		CUSTOMER PROVIDED MUSIC
2	SLT-CPE		CONNECT CPE STA. EQUIP. & LABEL
			TAG 5 STAR WARRANTY*
5	CS55		Plantronics CS55 Headset
1	OHP6000		Music On Hold Playback Machine
1	BR1500G		Back-UPS RS 1500 VA UPS System, 120V
			ONE YEAR WARRANTY

Signature

Santaquin City Manager

Title