

General Information			
Client Name	Kensington Police Department	Account Manager	Dan Ornelas
Contact Name	Amit Nath	Solution Architect	Hasan Mehdi
Contact Phone	510-526-4141	Opportunity #	1003220005927
Contact Address	217 Arlington Avenue	Date	5/4/20
Contact Email	<a href="mailto:anath@kppcsd.org">anath@kppcsd.org</a>	Service Title	Adhoc services

Service Information	
Technology Area	<input checked="" type="checkbox"/> LAN/WAN <input type="checkbox"/> Wireless <input type="checkbox"/> Security <input type="checkbox"/> Data Center <input type="checkbox"/> Software <input type="checkbox"/> Collaboration <input type="checkbox"/> Cloud/Automation <input type="checkbox"/> Other: _____
Type of Request	Time and Materials

Presidio Networked Solutions Group LLC (“Presidio”) is pleased to provide the following services to Kensington Police Department (“Client”). This Service Request defines the scope of work to be accomplished by Presidio. The tasks to be performed by Presidio are defined and the responsibilities of Presidio and Client are contained herein as well.

**Description of Services**

- o Post implementation consulting engineer adhoc services support.

**Assumptions**

1. This service request supersedes all prior written or oral agreements, representations and understandings related to the subject matter hereof. Any purchase order submitted pursuant to this SOW shall be subject to the terms herein and shall not be subject to any new or different terms, including pre-printed terms on such order. All changes to this agreement must be executed in writing and accepted by both parties, as indicated by authorized signature, prior to the execution of work.
2. Modifications in project scope may necessitate a change order.
3. Client’s acceptance of all deliverables described in this agreement and of the completion of the project shall be in writing. Deliverable acceptance shall be in the form of an email or signature (as applicable) and final project acceptance shall be in the “Project Completion Signoff” form, provided by the project manager. If acceptance is refused, the Client shall provide, in writing to Presidio, a reason for refusal. Presidio shall address the issue before subsequent work is undertaken.
4. Work shall be warrantied for 30 days after completion. Product is warrantied per manufacturer warranty policies. Presidio will hold no responsibility for any changes made "after" releasing the system to the Client. Presidio expressly disclaims any liability for non-performance or the delivery of poor quality of services resulting from errors or omissions in information provided to Presidio by Client, whether or not Presidio knew or should have known of any such errors or omissions, or whether Presidio was responsible for or participated in gathering of such information.
5. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY 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. EACH PARTY’S ENTIRE LIABILITY AND 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 HEREUNDER.
6. During the term of this Agreement and for one (1) year following the completion of this project, neither party shall (a) solicit, offer to hire, or hire an employee, agent, or contractor of the other party, or (b) assist any third party who wishes to solicit, offer to hire, or hire an employee, agents, or contractor of the Other Party without a prior written consent of the Other Party.
7. Time and Material engagements do not provide defined deliverables. To the extent that documentation or other task-related materials or deliverables are required, time to prepare, deliver, and review those deliverables will accrue against the hours purchased.
8. Hours for Time and Material services are best effort estimates and may require additional hours in order to satisfy the request. If at the end of the allotted hours, Client’s objectives are not met, a new Purchase Order and agreement must be submitted.
9. Client will be asked to authorize additional consultant hours should actual hours worked approach those authorized by this engagement.
10. For Time and Materials services, it is Client’s responsibility is to direct the activities of the Presidio consultant through the creation of a prioritized Task List or similar documented instruction. It is recommended that this be provided to the Presidio Engineer 48 hours prior to the first day of services.
11. Time and Material Services will be invoiced monthly and will be based on actual hours incurred.
12. For hourly service, a 4-hour minimum applies for remote services. An 8-hour minimum applies for on-site services.
13. If scheduled work is canceled with less than 24 hours’ notice, Client may be liable for a minimum 4-hour charge.

**Client Responsibilities**

1. The Client, with assistance from Presidio, shall verify operation of any installed/upgraded equipment per the predefined Verification Plan. Presidio will require the Client to witness the verification of the solution, as well as sign off on the completed verification plan.
2. Client will designate a single point of contact with authority to act on all aspects of the services provided and to coordinate the activities of internal personnel, Telco, and other circuit providers, and all non-Presidio third-party contractors as applicable.
3. Client resources and site access must be readily and/or continuously available over the engagement period.
4. Client is responsible for having in place, active manufacturer support contracts on all devices that are the subject of this SOW.
5. Client will provide Internet Solution Provider (ISP) Verizon information that needs to be configured on the new device.

**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, is experienced in project management best practice methodologies and is familiar with the technology involved. This Project Manager is responsible for the overall project timeline, scope, budget management, resource scheduling/tracking, communication planning, and execution in accordance with the Presidio Lifecycle Methodology.

**Locations**

Work will be done at the following location. All work will be performed remotely unless otherwise specified:

Site Name	Address	On-Site / Remote Services
Kensington Police Department	217 Arlington Avenue, Kensington, CA 94707	Remote

**Price and Payment Terms**

Client agrees to provide reasonable access to facilities, equipment, and personnel necessary to complete this effort. Unless otherwise noted, all work shall be performed during normal business hours (8:00 a.m. – 5:00 p.m. M-F, excluding holidays) at the location indicated. Travel expenses are estimated and include, but are not limited to, mileage, hotels, meals, airfare, rental car, parking fees, taxis, and tolls performed in accordance with the Presidio Advance Travel Policy. Client agrees to make timely payment for services rendered, including partial payments prior to final acceptance.

Services will be provided on a time, materials, and expense basis. The Client will be invoiced at the completion of the project and/or at the conclusion of each calendar month for actual hours worked, subject to applicable minimums plus expenses. Client will not be invoiced for hours that are unused. Presidio will invoice all hours consumed and expenses accrued at the end of the month regardless of engagement status on the final day of the month. This is an estimate only. Actual Hours will be billed. Additional hours may be required to complete outlined scoped work.

Resource Type	Hours	Hourly Rate	OT Hours	OT Hourly Rate
Network Engineer	8.00	\$225.00	0.00	\$337.50
Project Manager	2.00	\$200.00	0.00	\$300.00
<b>Total</b>			<b>\$2,200.00</b>	

**Expenses**

Travel and incidental expenses incurred by Presidio in association with the execution of this Statement of Work are not included in the amounts listed above and are to be reimbursed to Presidio by Client at actual cost within 30 days of submission of invoice to Client. The anticipated amount of these expenses \$0.00.

**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.

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

<b>Authorized Client Signature</b>	<b>Title</b>	<b>Date</b>

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Authorized Presidio Signature	Title	Date
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