STATEMENT OF WORK

City of Corpus Christi
Project Title: UC 12.0.X Upgrade

Submitted By: Jeff Byrom, Account Executive
Version: 1.0.2019(Rev3)
CW Contract: 9683

AGREEMENT

This Statement of Work (SOW) is by and between Computer Solutions and City of Corpus Christi and is pursuant to the Master Services Agreement between Computer Solutions and City of Corpus Christi. This SOW defines the services and deliverables, if any, to be provided to City of Corpus Christi.

PROJECT OVERVIEW

I.   EXECUTIVE SUMMARY

Computer Solutions will refresh the City of Corpus Christi UC environment in a three-step process by upgrading the current UC Versions to Version 12.0, updating PSTN facing voice gateways, and assisting with review and remediation to meet best practices.

Step 1

- Review the current environment for best practices then remediate issues Computer solutions identifies as recommended before continuing with upgrades.

- Provide remote support during the provider (TPX) change from PRI to SmartPRI connectivity for City Hall.

- Install and configure one (1) new PSTN facing 4XXX ISR Voice Gateways (VG).

- Provide training for Contact Center users on using Finesse Desktop which replaces their current CAD.

- Upgrade Cisco Unified Communications Manager (CUCM - call control), Cisco Unity Connection (CUCxN - Voicemail), Cisco Instant Messaging and Presence (IM&P/CUPS), Cisco Contact Center Express (CCX), and Vistapoint Attendant Console. These upgrades are to refresh versions due to the end-of-support of their current CCX version (7/31/18) and CUCM/CUCxN (12/31/18).

- Provide training for Supervisors on accessing contact center reporting via the Cisco Unified Intelligence Center (CUIC) included with CCX.

- Create a Unified Messaging Profile in CUCxN for Office 365 mail unification.

- Perform additional UC environment review as necessary based on pending remediation items.

- Provide administration training to the City of Corpus Christi voice team.

Step 2

- Provide remote support during provider (TPX) change from PRI to SmartPRI connectivity for PD and EOC (Frost).

Step 3

- Participate in conference calls with service provider (TPX) to discuss requirements on PRI to SIP Migration.

- Provide remote support during test and turn-up of SIP. Telephony provider (TPX) changes from SmartVoice PRI to SIP for City Hall, EOC (Frost), and PD.

- Deploy Cisco Emergency Responder for high availability and integrate with CUCM. Configure an Emergency Location zone for up to 10 sites, each with 1 Zone, and associate to switch(s) at each site. Provide knowledge transfer for CoCC to independently be able to create new zones for other sites including process to associate down to the port level of a switch if desired.

SCOPE OF WORK

Step	Task	Location	Role	Deliverable
Planning	Attend Kickoff Meeting.	TBD	Computer Solutions	n/a
	Attend Kickoff Meeting and facilitate attendance of the appropriate City of Corpus Christi stakeholders.	TBD	City of Corpus Christi	n/a
	Establish a project schedule.	TBD	Computer Solutions	Project Schedule
	Approve and signoff on the proposed project schedule.	TBD	City of Corpus Christi	n/a
Discovery	Provide documentation describing City of Corpus Christi standards for labeling technology assets, if applicable.	Remote	City of Corpus Christi	n/a
	Provide the existing network and systems documentation to Computer Solutions.	Remote	City of Corpus Christi	n/a
	Review the existing network and systems documentation from City of Corpus Christi.	Remote	Computer Solutions	n/a
	Verify power and network patching requirements, if applicable.	Remote	Computer Solutions	n/a
	Identify maintenance windows, if needed.	Remote	Computer Solutions	n/a
	Develop a final Implementation Design.	Remote	Computer Solutions	Implementation Design.
	Develop a Test Plan to verify the operational readiness after Implementation is complete.	Remote	Computer Solutions	Test Plan
Design Review	Submit the proposed Implementation Design, Test Plan, and Training Agenda (if applicable).	Remote	Computer Solutions	n/a
	Approve and signoff on the proposed Implementation Design, Test Plan, and Training Agenda (if applicable).	Remote	City of Corpus Christi	n/a
Step 1	Provide remote support while the telephony provider performs changes to the SmartVoice PRI requiring a restart of the PSTN facing voice gateways at CH.	Remote	Computer Solutions	n/a
	Review QOS relating to call paths for the UBO and the Call Centers 1st floor switch and routes to ensure QOS is enabled from VG to UC Infrastructure. • This work will be a Day 1 work effort.	Remote	Computer Solutions	n/a
	Review the existing Call Manager and CCX for any Best Practice remediation that would immediately benefit the site if processed prior to initiating UC version upgrades. Review will include: 1. Reviewing LDAP Integration with CUCM focusing on identifying any requirements from the City of Corpus Christi to prepare for CUCxN for unified messaging with Microsoft Office 365. 2. Reviewing current reported call center issues (e.g. calls dropping after 30 minutes on hold, music on hold issues, max ports compared to available call paths, agent stuck in reserved, etc.). 3. Not all issues will be addressed prior the upgrade as the current UC applications are end-of-support limiting ability of Cisco TAC assistance if required during remediation. In addition, enhancements/fixes may already be included as UC version 12 may resolve some items. 4. This review and remediation will be scheduled as a 2-day work effort.	Remote	Computer Solutions	n/a
	Physically install up to four (4) Cisco ISR 4XXX voice gateways. • Configure the voice gateway(s) for ISDN/PRI matching current functionality of existing VG's replaced. Existing City of Corpus Christi units may have more T1/PRIs configured than are listed here. The required T1/PRI count is validated by the City of Corpus Christi as what is required to match what is in use today. Moving current PRI connections will not be processed until after the upgrades to CUCM 12.0 and testing is completed. 1. CH VG1 ISR 4331 w/ 4 PRI – CH (Replaces 3825). 4331 will be licensed for 200 Concurrent call paths activated during Step 3 PRI to SIP Migration. 2. CH VG2 ISR 4331 w/ 4 PRI - CH (Replaces 2921) 4331 will be licensed (redundancy only) for 200 Concurrent call paths which are activated if CH VG1 SIP Trunk is down (inbound trunk failover is responsibility of the City of Corpus Christi service provider (TPX) during configuration of PRI to SIP Migration in Step 3.)	On-Site	Computer Solutions	n/a

3. ISR 4331 w/ 2 PRI – EOC (replaces 3925). 4331 will be licensed for 50 concurrent call paths activated during Step 3 PRI to SIP Migration.
4. ISR 4331 w/ 2 PRI - PD (replaces two 2851) 4331 will be licensed for 50 concurrent call paths activated during Step 3 PRI to SIP Migration.

	Work with the City of Corpus Christi to perform the Post-Cutover Test Plan PRIOR to the CCX upgrade validating the operational status of the current call center environment.	Remote	Computer Solutions	n/a
	Maintenance 1: Upgrade CCX to 10.5.1(1)SU1 in advance of the main maintenance window to support the upgrade to version 12.0 during the main upgrade of CUCM. Upgrade includes activation of Finesse and creation of up to ten (10) Not Ready Reason Codes, Sign Out Codes, and Call Wrap up codes if in use today.	Remote	Computer Solutions	n/a
	Maintenance 2: Perform upgrades of CUCM, IM&P, and CUCxN to version 12.0 (Do not restart to a new version; leave in inactive partition). CDR records and Voicemail received between the end of this maintenance window and Maintenance 3 will not be available after Maintenance 3 is completed. • Assist the City of Corpus Christi with suggested notification verbatim for users to clear voicemails during these days.	Remote	Computer Solutions	n/a
	Maintenance 3: • Upgrade the version of CUCM & IM&P to 12.0.x. • Upgrade the version of version of CUCxN to 12.0.x. • Perform test plan in relation to CUCM Call control and voicemail functions. Upon successful testing proceed to upgrade CCX to 12.0. • Perform upgrade of CCX to 12.0.x • Install licenses (Smart Account enabled) necessary for the CUCM, CUCxN, IMP, and CCX based on customer Flex plan. • Upgrade VistaPoint Attendant Console to the latest version on up to ten (10) desktops. Vendor iQNetSolutions will provide remote support as necessary.	On-Site	Computer Solutions	n/a
	Execute the Post-Cutover Test Plan. Perform any remediation as required.	On-Site	Computer Solutions	n/a
	Assist in executing the Post-Cutover Test Plan and associate remediation.	On-Site	City of Corpus Christi	n/a
	Review any items previously reported during best practice review/remediation and/or identified during this stage. Request feedback from the City of Corpus Christi voice team and Call Center to validate if they are still occurring (ex: call drop at 30 minutes, caller cannot hear music on hold, etc.) and assist the City of Corpus Christi with remediation and/or recommendation for future steps. • This review and remediation will be scheduled as a two (2) day work effort.	Remote	Computer Solutions	n/a
	Assist the City of Corpus Christi with configuring Unified Messaging for CUCxN to synchronize mail with Office 365. • Dependent on the City of Corpus Christi's ability to satisfy LDAP requirements in advance of this task, this may be for a subset of users as a knowledge transfer for the City of Corpus Christi to independently add features to additional users in the future.	Remote	Computer Solutions	n/a
	Interview the assigned contact center staff with the City of Corpus Christi voice team to identify desired call flow changes. • This will be a 90-minute session via Cisco WebEx.	Remote	Computer Solutions	n/a
	Provide up to (24) hours of work on contact center scripts. These will be minor changes to scripts (approved by the City of Corpus Christi) including adding an additional option in a menu, changing business hours, assisting with uploading new City of Corpus Christi-provided audio prompt, etc. with any remaining time being spent as a best practice review of scripts.	Remote	Computer Solutions	n/a
Step 2	Provide approximately one (1) hour of remote support during telephony provider changes to SmartVoice PRI requiring a restart of the PSTN facing voice gateways at PD and EOC (Frost).	Remote	Computer Solutions	n/a
Step 3	Discuss requirements on incoming call delivery where overflow or trunk-to-trunk failover will occur to ensure VG receiving digits are capable of directing overflow traffic to CUCM.	Remote	Computer Solutions	n/a
	Provide remote support during test and turn-up of SIP and Telephony provider (TPX) changes from SmartVoice PRI to SIP for City Hall, EOC (Frost), and PD.	Remote	Computer Solutions	n/a

	Deploy Cisco Emergency Responder for high availability and integrate with CUCM on the existing infrastructure. 1. Configure an Emergency Location zone for up to 10 sites, each with 1 Zone, and associate to switch(s) at each site. 2. Provide knowledge transfer for CoCC to independently be able to create new zones for other sites including process to associate down to the port level of a switch if desired. 3. New zone creation will require customer to have a new DID associated to each zone associated with telephony provider listing site address.	Remote	Computer Solutions	n/a
	Based on customer dialing 911 tests from the sites associated with new CER Emergency zones computer Solutions will remediate CER configuration if required to ensure correct zone information is applied and provide results to service provider if issue resolution is required on their end.	Remote	Computer Solutions	n/a
Training	Perform two (2) 1-hour user level administration training sessions for CCX Agents to prepare them for change from Client Agent Desktop (CAD) to Finesse Desktop (Browser based). This training will be held via Webex remotely.	Remote	Computer Solutions	n/a
	Perform one (1) hour of administration training sessions for CCX Supervisors to prepare them for using Finesse Supervisor Desktop and review accessing the new reporting application *Cisco Unified Intelligence Center*. This training will be held via Webex remotely.	Remote	Computer Solutions	n/a
	After the 12.0 upgrade, perform two (2) 90-minute training sessions on Cisco Unified Intelligence Center via Webex overviewing how to access stock reports for call center statistics. Training includes: • Accessing reports available in the system similar to what is done today as naming conventions are the same. • Reviewing new reports that may be of value to the call center as well as the process to schedule reports for delivery by email (dependent on the City of Corpus Christi providing an SMTP relay) on an automated basis.	Remote	Computer Solutions	n/a
	After the 12.0 upgrade, perform up to eight (8) hours of training for the City of Corpus Christi Voice Team to provide high level instruction including but not limited to the following: 1. Moves/Adds/Changes in CUCM with highlight on Contact Center users. 2. Contact Center user modifications in CCX based on agent, supervisor, or solely for reporting. 3. Highlight common troubleshooting of items to check for Call Center Agent issues (inability to login to Finesse, etc.). 4. Overview of the CUIC reporting application that contact center will be using, common areas they may inquire about, and system reports where you can see max port usage, agent license usage, etc. 5. Assist the City of Corpus Christi with creation of up to twenty (20) soft phones for users that may require based on current physical phone no longer being supported.	Remote	Computer Solutions	n/a
Testing	Execute the Test Plan.	Remote	Computer Solutions	n/a
	Remediate issues affecting the documented requirements.	Remote	Computer Solutions	n/a
	Signoff on execution of the Test Plan.	Remote	City of Corpus Christi	n/a
Day 1 Support	Provide up to eight (8) hours of day 1 support for Finesse Agents after the CCX 10.5 upgrade.	On-site	Computer Solutions	n/a
	Provide up to eight (8) hours of day 1 support after final upgrades to 12.0.	On-Site	Computer Solutions	n/a
Turnover	Develop and deliver the As-built Documentation defined in Deliverables (see below)	Remote	Computer Solutions	As-built Documentation
	Submit project closeout documents.	Remote	Computer Solutions	n/a

DELIVERABLES

Computer Solutions will develop the following materials:

Deliverable	Description
Project Schedule	Identifies the meeting schedule for project stakeholders and team.

Implementation Design	Describes the design of the environment after the implementation is complete. This design will guide all implementation tasks.
Implementation	Completion of the tasks within the Implementation step(s).
Training Agenda	Describes the agenda for the various training sessions that will discuss system administration and usage.
Test Plan	Verifies the implementation meets the defined requirements. Once executed, signoff will be requested from City of Corpus Christi to acknowledge testing as complete.
As-built Documentation	Includes IP addresses, user accounts, serial numbers, and diagrams. This will be an update to the previous 9.x As-Built submitted by Computer Solutions in past project.

OUT OF SCOPE ITEMS

1. Work items, tasks, and deliverables not identified herein are outside the scope of this engagement. Out of scope items include the following:

    a. Formal operational or training guides.

    b. Vendor installation or configuration guides.

    c. Relocation of uninstalled or removed equipment, unless defined in the Scope of Work.

    d. Upgrading Uptivity.

PROJECT ASSUMPTIONS/CONSIDERATIONS

This Statement of Work is based on our current understanding of City of Corpus Christi's requirements and current environment. The overall scope and related quotes or estimates for this engagement were also developed on the following assumptions:

- Project tasks will be completed on a contiguous basis, otherwise project cost and resource scheduling may be impacted.

- City of Corpus Christi has a variety of EOL/EOS hardware within their environment which could impact their ability of engaging Cisco TAC for issue resolution. These include router models 3745, 3825, 2851, and 1760, the Cisco Catalyst 6513 Switch, and the Cisco VG248. To minimize risk:

    a. Replacement of PSTN facing gateways are included.

    b. City of Corpus Christi will deploy ATAs to resolve any analog FXS issues if they occur.

- City of Corpus Christi has deprecated phones in versions 11.5 and 12.0 of CUCM. City of Corpus Christi is reviewing quantities and how they will repurpose other stock phones and/or buy new phones to accommodate. Models confirmed as still in use are 7910, 7912, 7935, and 7970. Based on 1/2019 review, there are less than (20) phones. To minimize risk:

    a. Softphones will be created during administrative training to accommodate these users.

    b. Consider replacement of other deprecated models. Deprecated in CUCM 12 - Wireless 7921; 7970, and 7971. Deprecated in 11.5 - IP12&30s, 7902g, 7905g, 7910all, 7912g, wireless7920, and conf7935

- City of Corpus Christi will create new agent devices and/or profiles to facilitate the desired increase of CCX max agents from an estimated 50 to 70 with concurrent licensing capacity.

- City of Corpus Christi will designate points of contacts for testing at specific sites to provide feedback on results.

- For CER zones, City of Corpus Christi will obtain a unique DID for each zone in CER with the service provider as well as have all information stored in the provider database for PSAP to receive. Telephony provider (TPX) may require an additional feature/service be activated at customer cost to support this (ex: some AT&T PRIs have a service titled Inform911 to accommodate).

- City of Corpus Christi accepts risk of EOL/EOS as described under Customer Responsibilities and Assumptions. In the event additional time is required due to this, a Project Change Request (PCR) may be required to allocate additional service hours.

- The quantity of T1/PRIs on each PSTN facing gateway quoted is according to the quantity the City of Corpus Christi states are in use. However, additional T1/PRIs are visible as configured in CUCM contrary to the T1/PRIs identified by the City of Corpus Christi. No additional T1, FXO, or FXS ports were requested on these units.

- Per the City of Corpus Christi request, we have included additional services hours in this Statement of Work that will be spent on best practice review/remediation and minor scripting changes. As it is not possible to estimate the exact work effort required to remediate items until identified, Computer Solutions will:

a. Review our Best Practice remediation items and provide time estimates if additional hours are required beyond what is scoped to complete them. The City of Corpus Christi may prioritize remediation tasks and/or allow a PCR for additional hours to perform these tasks.

b. Review Contact Center scripting change requests to identify if the allotted time will accommodate changes and offer prioritization if necessary as described above.

    i. City of Corpus Christi confirmed contact center script changes involve minor menu updates and call flows are simple ACD without any database integrations.

- The City of Corpus Christi confirmed there are no requirements for analog FXO ports for 911 call distribution at any sites.

- The City of Corpus Christi confirmed there are no requirements for Survivable Remote Site Telephony (SRST) in their environment.

- The City of Corpus Christi is required to have support contracts for third-party applications that integrate with the UC environment throughout this engagement. Otherwise, the City of Corpus Christi accepts risk of possible loss of functionality.

a. Vista Point: The City of Corpus Christi confirms they will have IQ Net Solutions available for support.

b. Uptivity 5.008: The City of Corpus Christi states this support may have lapsed and are determining if they will restore the contract. The City of Corpus Christi will validate if they have support after upgrade and/or engage their support company to validate if an upgrade is required by their support company and have them perform it if so. The City of Corpus Christi accepts risk if they do not take these actions. If a new recording solution is desired, Computer Solutions can provide a quote (based on the City of Corpus Christi providing options required in their environment.)

c. Miscellaneous items involving SIP Trunk connectivity to CUCM that will be included in test plan are as follows:

    i. Xmedias 7.5.0 - SIP trunk integration - faxing.

    ii. Phone bill processing from the SIP trunk to Select-Tron.

    iii. Intrado Viper 911 - only the SIP Trunk. (Intrado will not be integrated with CUCM beyond this.)

- The City of Corpus Christi validates rack space and power will be available.

- Any cabling will be done by the City of Corpus Christi if required.

- Prior to the implementation of Cisco Emergency Responder (CER), the location information received by PSAP will be as it is today and will not change. Upon completion of CER, the top 10 sites selected by City of Corpus Christi will have their Emergency Location Information populated based on the phone being connected to any of the switches at the site. City of Corpus Christi is required to provide Computer Solutions with adequate information to locate switches in CER based on subnet, etc. and/or provide a MAC address listing of switches at each location.

ROLES AND RESPONSIBILITIES

The following resources are assigned to this project.

Company	Resource	Responsibilities
City of Corpus Christi	Project Executive	Authorizing expenditure levels and ensuring funding is available. Authorizing or rejecting proposed changes to scope, cost, or schedule.
City of Corpus Christi	Project Manager	Ensuring Risks and Issues are tracked and mitigated/resolved. Serving as the City of Corpus Christi liaison with Computer Solutions. Coordinating meeting with City of Corpus Christi resources. Authorizing formal closure of the project.
Computer Solutions	Project Manager/Coordinator	Executing the tasks as outlined in **Project Management** (See page 8) and **Scope of** Work (See page 3.)
Computer Solutions	Engineer	Executing the tasks as outlined in the **Scope of** Work. (See page 3.)
Computer Solutions	Sr. Engineer	Executing the tasks as outlined in the **Scope of** Work. (See page 3.)

LOCATION

Services will be performed at the following location(s):

- 1201 Leopard St, Corpus Christi, TX 78401

PROJECT MANAGEMENT

☐   **COMPUTER SOLUTIONS PROJECT COORDINATOR**

Computer Solutions will assign a Project Coordinator to assist with project kickoff, communication, scheduling, scope management, and closing. Tasks include:

1. Serving as the primary point of contact for project activities.
2. Coordinating meetings and schedule.
3. Managing the change control process.

☒   **COMPUTER SOLUTIONS PROJECT MANAGER**

Computer Solutions will assign a Project Manager to lead this project. The Project Manager will oversee project planning, coordination, and reporting activities. Tasks include:

1. Serving as the primary point of contact for project activities related to the Scope of Work.
2. Communicating project status to stakeholders.
3. Coordinating meetings and schedule as identified in the kickoff meeting.
4. Managing the change control process.
5. Engaging with City of Corpus Christi and vendor resources contracted by Computer Solutions to execute project tasks.
6. Risk and Issue tracking.
7. Planning, tracking, and reporting on outputs and outcomes.
8. Financial planning and tracking as identified in the kickoff meeting.
9. Continually assessing scope, timing, and resource requirements.

Computer Solutions' team will prepare a status report at a frequency agreed upon between City of Corpus Christi and Computer Solutions. This report will contain work progress details as well as identify issues or risks requiring the attention of City of Corpus Christi or Computer Solutions' management.

Computer Solutions will also conduct status meetings at an agreed upon time with City of Corpus Christi, typically once per week during the engagement.

II.   **CHANGE MANAGEMENT**

For any project changes, City of Corpus Christi and/or Computer Solutions must request a Project Change Request (PCR). The PCR will identify changes to the project schedule, tasks, staffing, and/or pricing. Services requiring a PCR will not be performed prior to the approval of said PCR by City of Corpus Christi and Computer Solutions.

CITY OF CORPUS CHRISTI RESPONSIBILITIES

1. **Engagement Readiness**: City of Corpus Christi will prepare their environment prior to project commencement. This includes but is not limited to data backup, system access, and resolution of any open issues affecting Computer Solutions' services.

2. **Environment Changes**: City of Corpus Christi will notify Computer Solutions prior to initiating changes to the City of Corpus Christi IT environment or implementing 3rd party vendor changes that affect the hardware, software, or services associated with this project. Computer Solutions shall not be liable for any service failures or disruptions associated with City of Corpus Christi initiated changes that have not been approved by Computer Solutions. If Computer Solutions' labor is required to correct said disruptions, City of Corpus Christi will be charged the appropriate time and materials hourly rates associated with remediation.

3. **Environment Documentation**: City of Corpus Christi will provide applicable current IT environment documentation before the project begins. Examples include network and voice diagrams, call center scripts, system configurations, etc. When applicable, documentation will include user account, relevant IP addresses, and administrative passwords.

4. **Facilities and Environment Access**: City of Corpus Christi will provide physical access to server rooms, workstations, and network closets as needed. City of Corpus Christi will provide a dedicated work area as well as a conference room for training or meetings as required. City of Corpus Christi will provide remote access to appropriate systems and network on request.

5. **Software/Hardware Licensing**: City of Corpus Christi will ensure Software/Hardware is correctly licensed and available prior to project commencement.

6. **3ʳᵈ Party Tools**: City of Corpus Christi accepts that 3ʳᵈ party software and tools may be used during the course of the engagement and that City of Corpus Christi will assist in the installation to facilitate project delivery.

7. **Pre-Engagement Checklist**: City of Corpus Christi will complete all Pre-Engagement Checklist items prior to project commencement, if applicable.

8. **Staff Availability and Points of Contact**: City of Corpus Christi will schedule time for City of Corpus Christi team staff to be available as needed to facilitate project tasks to the developed schedule.

9. **Project Approvals**: As noted in the scope of work section of this SOW, there will be a series of approvals requested of City of Corpus Christi such as schedule, Implementation Design, Test Plan, maintenance and training agenda approvals. Once requested of City of Corpus Christi, such approvals will be granted or rejected no more than two (2) business days of being submitted to City of Corpus Christi. If no response is received, then the project work may be placed on hold until a response is received, and cancellation fees may be incurred.

10. **As-Built Documentation and Project Closure Acceptance**: After the delivery of project documentation, City of Corpus Christi has five (5) business days to approve or reject said documentation. If City of Corpus Christi does not provide a written explanation of rejection during this timeframe, the documentation will be deemed accepted, the project will be closed, and invoices will be prepared and delivered for payment.

TERMS AND CONDITIONS

The following terms and conditions are applicable to this Statement of Work.

1. **Computer Solutions Commitment**: For a period of thirty (30) days, following project completion, Computer Solutions warrants the performance of Computer Solutions' professional services,

2. **Manufacturer Defects**: Computer Solutions shall not be responsible for any manufacturer product defects, features or functionality as advertised, for the outcome or scheduling of services provided by manufacturers or for any acts or omissions of 3ʳᵈ party contractors hired by City of Corpus Christi in connection with the project.

3. **Service Hours**: All services will be scheduled and performed during Computer Solutions' business hours of Monday through Friday, 8:00 a.m. to 5:00 p.m., local time. Services outside these hours must be scheduled at least 24 hours in advance, as needed. If the project requires services outside of Computer Solutions' normal business hours, Computer Solutions will work with City of Corpus Christi to schedule such services.

4. **Data Backup**: Computer Solutions recommends that City of Corpus Christi back up its environment including servers, networks, storage, power, lighting, and heating/cooling systems before the start of Computer Solutions' services. Maintenance and backup of the physical and technical environment is solely the responsibility of City of Corpus Christi. In the event that data loss occurs, Computer Solutions shall not be liable. Data loss includes but is not limited to corrupt, inaccurate, lost and damaged data, or unrecoverable media errors.

5. **Project Delays**: City of Corpus Christi may be subject to additional fees for any City of Corpus Christi induced delays including but not limited to the City of Corpus Christi documentation approval process, City of Corpus Christi personnel availability, or unprepared work environment.

6. **Product Delays**: Computer Solutions shall not be responsible for project delays concerning product sourcing, delivery, and/or availability from the manufacturer or distributor. In the event that product sourcing affects the project, Computer Solutions will make reasonable efforts to find an alternative method for acquiring product. Any product delays will be communicated to City of Corpus Christi as necessary.

7. **Product Delivery**: City of Corpus Christi will not withhold or delay payment for product invoiced by Computer Solutions regardless of project outcomes or timeline.

8. **Cancellation/Rescheduling**: If City of Corpus Christi postpones scheduled project within eight (8) hours of the scheduled start date, Computer Solutions reserves the right to invoice up to eight (8) hours for each resource if alternative work cannot fulfill idle time.

9. **Unscheduled Work**: If City of Corpus Christi requests Computer Solutions to perform work that is not scheduled at least 24 hours in advance of performing said work, City of Corpus Christi will be charged at current after-hours rates. These rates do not apply when Computer Solutions requests the option to perform unscheduled services for convenience purposes.

10. **Resource Reassignment**: Computer Solutions reserves the right to change staff and assign different resource types and applicable costs due to unique project requirements learned during project initiation or execution, with full intent to stay within quoted price.

11. **Travel**: For travel extending beyond 50 miles outside the San Antonio metropolitan area, City of Corpus Christi will be charged for travel charges incurred by Computer Solutions, unless the resource type was not available in the respective city or at the time required to perform

the work. Travel fees will be based on the provisions of the State of Texas Travel Allowance Guide and may include but are not limited to reasonable airfare, rental car, lodging, meals, travel time, and mileage to the City of Corpus Christi site.

12. **Insurance**: Computer Solutions carries appropriate insurance coverage and will provide certificates of insurance upon request.

13. **Finality**: This Statement of Work is final, and no other written or verbal agreements are binding. This Statement of Work may be amended or modified by, and only by, a written instrument executed by all parties hereto.

14. **NetWatch Managed Services**: Any design, planning, and execution of services performed within the scope of this Statement of Work are separate from any existing NetWatch Managed Services Agreements. Once complete, management of the solution may be added to the current NetWatch Managed Services Agreement and supported by the Computer Solutions Support Operations Center (SOC). Inclusion of the solution under NetWatch Managed Services may be subject to additional fees.

15. **Limitations of Liability:**

    15.1. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, COMPUTER SOLUTIONS MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, TO CITY OF CORPUS CHRISTI OR TO ANY OTHER PERSON REGARDING ANY SERVICES, RESOURCES, EQUIPMENT, SOFTWARE, OR OTHER ITEMS PROVIDED TO CLIENT UNDER THIS AGREEMENT OR THE RESULTS TO BE DERIVED FROM THE USE THEREOF, AND COMPUTER SOLUTIONS EXPRESSLY DISCLAIMS ANY WARRANTIES ARISING FROM COURSE OF DEALING, USAGE OF TRADE OR COURSE OF PERFORMANCE, AND THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE.

    15.2. **Limited Time for Action.** No action, regardless of form, arising out of the services under this Statement of Work may be brought by either party more than two years after the alleged action has accrued; provided, however, an action for nonpayment may be brought within two years of the date of termination.

    15.3. **Force Majeure.** Computer Solutions shall not be liable to City of Corpus Christi for any delay in performance or any failure in performance hereunder caused in whole or in part by reason of force majeure, which shall be deeded to include the occurrence of any event beyond the control of Computer Solutions, City of Corpus Christi failure to furnish necessary information with respect to details of performance on the part of City of Corpus Christi, war (whether an actual declaration thereof is made or not), sabotage, insurrection, riot and other acts of civil disobedience, action of a public enemy, failure or delays in transportation, laws, regulations or acts of any national, state or local government (or any agency, subdivision or instrumentality thereof), judicial action, labor dispute, accident, fire, explosion, flood, storm or other act of God, shortage of labor, fuel, raw materials, machinery or technical failures.

    15.4. **Damages.** COMPUTER SOLUTIONS' ENTIRE LIABILITY IS SET FORTH IN THIS SECTION 14.3. IN NO EVENT WILL COMPUTER SOLUTIONS BE LIABLE FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR ANY OTHER NON-DIRECT DAMAGES INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR ANY CLAIM OR DEMAND AGAINST City of Corpus Christi BY ANY OTHER PART DUE TO ANY CAUSE WHATSOEVER, EVEN IF COMPUTER SOLUTIONS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. COMPUTER SOLUTIONS' ENTIRE LIABILITY HEREUNDER, REGARDLESS OF THE FORM OF ACTION, SHALL NOT EXCEED THE TOTAL AMOUNT PAID BY City of Corpus Christi FOR SERVICES RENDERED UNDER THIS AGREEMENT TO COMPUTER SOLUTIONS DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH ACTION, EXCLUDING AMOUNTS PAID FOR REIMBURSEMENT OF EXPENSES.

    15.5. **Applicable Law:** This Agreement has been accepted and made performable in Nueces County, Texas. This Agreement and the rights and obligation of the parties hereto shall be construed under and governed by the laws of the State of Texas, without giving effect to principles of conflict of laws. Exclusive venue for resolution of any dispute between the parties related to the subject matter hereof shall be in Nueces County, Texas.

16. **Equal Opportunity**: "This contractor and all covered subcontractors shall abide by the requirements of 41 CFR }} 60-1.4{a}, 29 CFR Part 741, Appendix A to Subpart A, 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability."

SUPPLEMENTARY DOCUMENTS

- Project Change Request Template: https://www.dropbox.com/s/rcbi4xy44q4591h/Project%20Change%20Request%20Template.pdf?dl=0

PRICING AND PROJECT SUMMARY

1. **Pricing Structure**: City of Corpus Christi will be invoiced according to one (1) of the following:

☐ **Time and Materials**: City of Corpus Christi will be invoiced at the end of each month, if the project extends beyond one (1) calendar month, or upon completion if project is completed within one calendar month.

☒ **Fixed Bid**: City of Corpus Christi will be invoiced at the end of each month based on the percentage complete when the project extends beyond one (1) calendar month or according to the milestones defined herein (if applicable).

2. **Estimated Project Duration**: Six (6) weeks

3. **Project Total**: $ 82,492.50

4. **Estimated Travel Expenses**: $ 1,921.28

5. **Validity**: The terms and pricing of this Statement of Work are valid for thirty (30) days from the date of delivery of this Statement of Work to City of Corpus Christi.

ACCEPTANCE

City of Corpus Christi has reviewed the content of this Statement of Work as well as its supplementary documents. City of Corpus Christi hereby authorizes Computer Solutions to commence and begin procurement of both product and resources.

Computer Solutions Account Executive	City of Corpus Christi
Signature:	Signature: *Kim R Baker*
Name: Jeff Byrom	Name: KIM BAKER
Title: Account Manager	Title: Asst. Director of Financial Services
Date: January 30, 2019	Date: 2.7.19
Quote/CNET: 1013857	P.O. (if required):
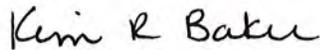
Computer Solutions Architect
Signature:
Name: Richard Lucas
Title: Architect
Date:

APPENDIX A: PROJECT CHANGE REQUEST

PROJECT CHANGE REQUEST
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Section 1: Change Request

Customer Name:	**Contact Name:**	
		☐ High
		☐ Medium
Requestor Name:	**Priority:**	☐ Low
Project ID:	**Project Name:**	
Origination Date:	**Date Submitted:**	
Change Request #:	**Change Request Name:**	

Provide a detailed description to include the reasons and/or benefits along with the specific requirement(s):
Insert the detailed description that includes reasons and/or benefits along with the specific requirement(s)

Section 2: Change Estimate

Action(s) required to implement the change including, but not limited to, the tasks, skill sets, materials, etc.:
Insert action(s) required to implement the change including, but not limited to, the tasks, skill sets, materials, etc.

Estimated impact (to schedule, budget, resources, specifications, other departments, etc.):
See below for product and services pricing and time estimates. Please note that these prices are estimates.

Payment Basis:

Purchase Order Type: **Purchase Order Number:**

Type	Labor Type/Material Description	Quantity	Unit Price	Extended Price
			Total Price	$0.00

Is there a change to the overall project's schedule by implementing this change request?	
Details regarding the schedule change:	

Section 3: Approval

The undersigned attest that they have read and understand the functionality described herein. Approval of this change request indicates that the described functionality satisfies the referenced requirement.

This change is effective as of the approval date and supersedes all previous documentation, agreement, understanding, or interpretation regarding the referenced requirement. Once approved, this change is governed by the terms and conditions of the Master Services Agreement between Client and Computer Solutions.

This Change Request is valid for 30 days from the submission date.

Computer Solutions Project Manager and/or Account Executive	
	☐ Approved
	☐ Deferred
Name:	☐ Rejected
Date:	

Authorized Customer	
	☐ Approved
	☐ Deferred
Name:	☐ Rejected
Date:	

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MASTER SERVICES AGREEMENT

Computer Solutions
814 Arion Parkway – Suite 101
San Antonio, Texas 78216
Office (210) 369-0300
Fax (210) 369-0389
www.comsoltx.com

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MASTER SERVICES AGREEMENT

This Master Services Agreement (the "Agreement") is made effective on the Effective Date set forth below by and between Great South Texas Corporation, a Maryland corporation doing business as Computer Solutions ("Computer Solutions") and City of Corpus Christi (the "Client), and shall remain in effect until terminated in accordance with the terms hereof:

CITY OF CORPUS CHRISTI		
Name: City of Corpus Christi		
Address: 1201 Leopard Street		
City: Corpus Christi	State: TX	Zip: 78415
Telephone: 361-826-4091		
Effective Date: 06/12/2007		

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth below, the parties hereto agree as follows:

1. **Services.** Computer Solutions agrees to provide to Client certain computer consulting, programming, hardware repair and system engineering services under the terms and conditions of this Agreement. Specific services shall be detailed in one or more written statements of work ("SOW"), which shall specify the scope of the work to be performed, deliverables, project schedule, and rates for such services. Services shall be performed on a time and materials basis or on a fixed fee basis, as described on the applicable SOW. SOW shall become subject to and part of this Agreement when signed by both parties. This Agreement shall not preclude Computer Solutions from providing services to others which may result in computer programs techniques, products and documentation which are competitive, whether or not such materials are similar to materials developed by Computer Solutions pursuant to this Agreement.

2. **Time for Performance.** Client understands that the nature of the services to be performed hereunder is such that the time required for performance cannot be determined in advance, and that all milestones and timetables regarding performance of the services are therefore only estimates. In the event Computer Solutions anticipates at any time that it will not reach one or more milestones or complete one or more assignments within the timetable set forth on any SOW, Computer Solutions shall promptly so inform Client, submit proposed revisions to the timetable and milestones that reflect Computer Solutions' best estimate of what can realistically be achieved, and continue to work under the revised timetable and milestones until otherwise directed by Client.

3. **Payment.** Client shall pay fees for actual time spent (time and materials) for all services performed by Computer Solutions in accordance with the listing of fees and payments included in the applicable SOW, or, if the applicable SOW clearly states that services are to be performed on a fixed fee basis, then Client shall pay the charges set forth on the applicable SOW for such services under the terms and conditions of this Agreement. Computer Solutions shall be reimbursed by Client for all reasonable out-of-pocket expenses incurred by

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Computer Solutions in the performance of services for Client. Client shall be liable for and pay to Computer Solutions upon Client's receipt of an invoice for any amounts paid or incurred by Computer Solutions relating to taxes based on such fees and charges on this Agreement or the services rendered hereunder, regardless of how designated or levied, or whether so incurred or paid during or after the termination of this Agreement, including but not limited to state and local sales, privilege or excise taxes based on gross revenue, but excluding taxes based on net income. Computer Solutions shall send invoices to Client for services rendered, and Client shall pay Computer Solutions within ten (10) days of receipt of such invoice. Commencing on the thirtieth (30th) day following Client's receipt of an invoice from Computer Solutions, Client shall be liable for a monthly rate of interest of not more than the highest rate permitted by law on any unpaid amounts, which shall be in addition to such fees due and owing to Computer Solutions.

4. **Control and Supervision.** With regard to tasks for which Computer Solutions assumes primary project responsibility, Computer Solutions shall be responsible for the control and supervision of its personnel. With regard to tasks in which Client assumes primary project responsibility and Computer Solutions personnel assist Client, Client shall have project responsibility and shall be responsible for the supervision, management and control of Computer Solutions personnel. For such tasks, Client shall be responsible for the technical direction of Computer Solutions personnel and the overall quality and end result of such tasks.

5. **Proprietary Rights.** Computer Solutions does not convey nor does Client obtain any right in the programs, systems, data or materials utilized or provided by Computer Solutions in the performance of this Agreement (together with, but not limited to, their source codes and related documentation and instructions); provided, however, that Client shall have a perpetual, royalty-free license to use any and all programming deliverables described on the applicable SOW from and after full payment to Computer Solutions of all amounts due under such SOW. Computer Solutions shall hold all right, title, and interest in and to all techniques, methods, ideas, products, and programs developed by it in connection with the performance of the Agreement.

6. **Confidentiality.** Information relating to Computer Solutions' business and the services Computer Solutions provides under this Agreement, including without limitation technical, financial, and personnel information, are Confidential Information of Computer Solutions. Client shall designate to Computer Solutions in writing what information it discloses to Computer Solutions shall be considered Confidential Information of Client under this Agreement. Financial information of Client's customers shall be considered Client's Confidential Information under this Agreement. Each party shall keep the other's Confidential Information confidential, and shall instruct its employees, directors, and agents to keep such Confidential Information confidential; using the same care and discretion with regard to the Confidential Information as the receiving party uses with similar information which it considers to be Confidential Information. "Confidential Information" does not include information which (i) is or becomes generally available to the public other than as a result of a disclosure by the receiving party, (ii) was within the receiving party's possession prior to its being furnished to it by or on behalf of the disclosing party, provided that the source of such information was not known by the receiving party to be bound by a confidentiality agreement with or other contractual, legal or fiduciary obligation of confidentiality to the disclosing party or any other party with respect to such information, or (iii) becomes available to the receiving party on a non-confidential basis from a source other than the disclosing party or any of its Representatives, provided that such source is not bound by a confidentiality agreement with or other contractual, legal or fiduciary obligation of confidentiality to the disclosing party or any other party with respect to such information.

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7. Personnel.

7.1 Right to Assign Personnel. Client hereby acknowledges that Computer Solutions personnel working on projects under this Agreement may perform similar services from time to time for others, and that this Agreement shall not prevent Computer Solutions from performing such similar services or restrict Computer Solutions from so assigning the personnel provided to Client under this Agreement. Computer Solutions will make every effort consistent with sound business practices to honor the specific requests of Client with regard to the assignment of its employees; however, Computer Solutions reserves the sole right to determine the assignment of its employees.

7.2 No Hire. Client agrees that during the term of this Agreement and for a period of twelve (12) months immediately following the period for which Computer Solutions or its affiliates last performed services for the Client under this Agreement, neither Client nor its employees, agents, subsidiaries, or other affiliated persons or organizations shall solicit or influence, directly or indirectly, employees or consultants of Computer Solutions or its affiliated organizations (each such person a "Restricted Person") to leave the employ of Computer Solutions or its affiliates, nor hire or engage any Restricted Person as an employee or independent contractor.

7.3 Liquidated Damages. Computer Solutions may, in its sole discretion, waive in writing any violation by Client of Section 7.2 as to any particular Restricted Person upon Client's request. If Computer Solutions determines to waive Client's violation as contemplated in the previous sentence, Client agrees to pay Computer Solutions a fee equal to ten weeks of lost revenue calculated at our standard hourly labor rates for 40 hour weeks. Client further agrees to disclose and enforce this provision with any subcontractor operating on Client's behalf. Notwithstanding anything else in this Agreement to the contrary, Client shall have paid Computer Solutions all outstanding amounts due from Client prior to hiring any Restricted Person in accordance with this Section 7.3.

8. Term and Termination.

8.1 Term. This Agreement is effective upon the Effective Date listed above and shall remain in effect until terminated as provided herein.

8.2 Termination Upon Notice. Either party may at any time terminate this Agreement or the performance of any SOW or under this Agreement, upon sixty (60) days prior written notice, stating its intention to terminate and specifying what is to be terminated and the date upon which such termination shall be effective.

8.3 Termination Upon Insolvency. Either party may terminate this Agreement by written notice to the other, and regard the other party as in default of this Agreement, if the other party becomes insolvent, makes a general assignment for the benefit of creditors, files a voluntary petition of bankruptcy, suffers or permits the appointment of a receiver for its business or assets, or becomes subject to any proceeding under any bankruptcy or insolvency law, whether domestic or foreign, or has wound up or liquidated its business, voluntarily or otherwise.

8.4 Payment Due. Notwithstanding the reason for or manner of termination of the Agreement, Client shall pay for all services rendered by Computer Solutions up to the effective date of termination of the Agreement within ten (10) days of such termination date.

8.5 Return of Materials. In the event that this Agreement is terminated as provided for herein, each party shall forthwith return to the other, or certify to the other in writing as to the destruction of (if the other party in writing instructs that such be destroyed), all Confidential Information or other property of the other party then in its possession.

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9. **Warranty and Disclaimers.** Computer Solutions warrants that Computer Solutions will perform the Services in a professional manner, and substantially in accordance with the description in the SOW. Computer Solutions carries appropriate insurance coverage and will provide certificates of insurance upon request. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, COMPUTER SOLUTIONS MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, TO CLIENT OR TO ANY OTHER PERSON REGARDING ANY SERVICES, RESOURCES, EQUIPMENT, SOFTWARE, OR OTHER ITEMS PROVIDED TO CLIENT UNDER THIS AGREEMENT OR THE RESULTS TO BE DERIVED FROM THE USE THEREOF, AND COMPUTER SOLUTIONS EXPRESSLY DISCLAIMS ANY WARRANTIES ARISING FROM COURSE OF DEALING, USAGE OF TRADE, OR COURSE OF PERFORMANCE, AND THE IMPLIED WARRANTIES OF MERCHANTABILITY, AND FITNESS FOR PARTICULAR PURPOSE.

10. **Limitations of Liability.**

10.1 **Limited Time for Action.** No action, regardless of form, arising out of the Services under this Agreement may be brought by either party more than two years after the cause of action has accrued, except that an action for nonpayment may be brought within two years of the date of termination.

10.2 **Force Majeure.** Computer Solutions shall not be liable to Client (or to any of Client's clients) for any delay in performance or any failure in performance hereunder caused in whole or in part by reason of force majeure, which shall be deemed to include the occurrence of any event beyond the control of Computer Solutions, Client's failure to furnish necessary information with respect to details of performance on the part of Client, war (whether an actual declaration thereof is made or not), sabotage, insurrection, riot and other acts of civil disobedience, action of a public enemy, failure or delays in transportation, laws, regulations or acts of any national, state or local government (or any agency, subdivision or instrumentality thereof), judicial action, labor dispute, accident, fire, explosion, flood, storm or other act of God, shortage of labor, fuel, raw materials, machinery or technical failures.

10.3 **Damages.** COMPUTER SOLUTIONS' ENTIRE LIABILITY IS SET FORTH IN THIS SECTION 10.3. IN NO EVENT WILL COMPUTER SOLUTIONS BE LIABLE FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR ANY OTHER NON-DIRECT DAMAGES INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR ANY CLAIM OR DEMAND AGAINST CLIENT BY ANY OTHER PARTY DUE TO ANY CAUSE WHATSOEVER, EVEN IF COMPUTER SOLUTIONS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. COMPUTER SOLUTIONS' ENTIRE LIABILITY HEREUNDER, REGARDLESS OF THE FORM OF ACTION, SHALL NOT EXCEED THE TOTAL AMOUNT PAID BY CLIENT FOR SERVICES RENDERED UNDER THIS AGREEMENT TO COMPUTER SOLUTIONS DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH ACTION, EXCLUDING AMOUNTS PAID FOR REIMBURSEMENT OF EXPENSES.

11. **Miscellaneous.**

11.1 **Notices.** All notices, requests, demands, and other communications hereunder shall be in writing and, unless otherwise provided herein, shall be deemed to have been duly given upon hand delivery or upon deposit in the United States Mail, postage prepaid, certified or registered mail, return receipt requested, at the addresses set forth above, or at such other address as shall have been furnished to the other in writing in accordance herewith, except that such notice of such change shall be effective only upon receipt.

11.2 **Independent Contractor.** Under this Agreement, Computer Solutions shall be an independent contractor. This Agreement shall not be construed as creating a partnership, joint venture, agency or employment relationship, or as granting a franchise under federal or state law.

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11.3   Amendments and Waiver. This Agreement may be amended or modified by, and only by, a written instrument executed by all the parties hereto. The terms of this Agreement may be waived by, and only by, a written instrument executed by the party against whom such waiver is sought to be enforced.

11.4   Section and Other Headings. The section and other headings contained in this Agreement are for convenience of reference only and shall not in any way affect the meaning or interpretation of this Agreement.

11.5   Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument.

11.6   Assignments and Parties in Interest. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns. This Agreement shall not be assigned by Client without the prior written consent of Computer Solutions.

11.7   No Implied Rights or Remedies. Except as otherwise expressly provided herein, nothing herein expressed or implied is intended or shall be construed to confer upon or to give any person, firm, or corporation, other than the parties hereto and their respective successors and assigns, any rights or remedies under or by reason of this Agreement.

11.8   Entire Agreement. This Agreement embodies the entire agreement and understanding between the parties hereto relating to the subject matter hereof and supersedes any prior agreements and understandings relating to the subject matter hereof.

11.9   Applicable Law. This Agreement has been accepted and made performable in Bexar County, Texas. This Agreement and the rights and obligations of the parties hereto shall be construed under and governed by the laws of the State of Texas, without giving effect to principles of conflict of laws. Exclusive venue for resolution of any dispute between the parties related to the subject matter hereof shall be in Bexar County, Texas.

IN WITNESS WHEREOF, the parties hereto hereby warrant that they have the requisite authority to execute this Agreement, and have executed this Agreement, as of the Effective Date.

GREAT SOUTH TEXAS CORPORATION DBA COMPUTER SOLUTIONS	CITY OF CORPUS CHRISTI
Signed: _(Signature)_	Signed: _(Signature)_
Name: Carolyn Labatt	Name: George K. Noe
Title: President & Owner	Title: ~~Director of E-Government Services~~ City Manager

Addendum No. 1 to the Master Services agreement between City of Corpus Christi and Computer Solutions ("Contractor")

The parties agree to the following provisions to be included in the Master Services Agreement:

1. SUBCONTRACTORS. When using subcontractors, Contractor must obtain prior written approval from the City. In using subcontractors, Contractor agrees to be responsible for all their acts and omissions to the same extent as if the subcontractor and its employees were employees of the Contractor. All requirements set forth as part of this Agreement shall be applicable to all subcontractors and their employees to the same extent as if the Contractor and its employees had performed the services.

2. INDEMNIFICATION. Contractor must indemnify and hold City, Corporation, their officers, employees or agents ("Indemnitees") harmless of, from, and against all claims, demands, actions, damages, losses, costs, liabilities, expenses, and judgments recovered from or asserted against Indemnitees on account of injury or damage to person or property to the extent any such damage or injury may be incident to, arise out of, or be caused by, or be in any way connected with, either proximately or remotely, wholly or in part, the performance of this Agreement; an act or omission, negligence or misconduct on the part of Contractor, or any of its agents, servants, contractors, or employees in performance of this Agreement.

3. INSURANCE. Contractor agrees to provide insurance in accordance with the attached exhibit A.

4. Confidentiality. Section 6 of the Computer Solutions Master Services Agreement is subject to the City's compliance with the Texas Public Information Act, Chapter 552, Texas Government Code. If the City receives a request for information that Computer Solutions has identified as confidential, then the City will notify Computer Solutions of the request and Computer Solutions may make written arguments to the Attorney General of Texas regarding disclosure of the information.

5. Assignment. This Agreement may not be assigned by Contractor without the prior written consent of the City.

6. Contractor agrees to complete the attached Disclosure of Interests form.

7. Contractor agrees that City shall not be required to complete the Computer Solutions Credit Application.

8. These changes take effect on this the 4th day of June, 2007.

Agreed to by:

Great South Texas Corporation   City of Corpus Christi

Dba Computer Solutions

Signed: *Carolyn H. Labatt* 6/7/07   Signed: _____

Name: Carolyn Labatt   George K. Noe, City Manager

Title: President and Owner