

1 FIRST AMENDMENT TO AGREEMENT NO. 33801

2 **33801**

3 THIS FIRST AMENDMENT TO AGREEMENT NO. 33801 is made and
4 entered, in duplicate, as of September 2, 2015 for reference purposes only, pursuant to a
5 minute order adopted by the City Council of the City of Long Beach at its meeting on
6 September 1, 2015 by and between CALIFA GROUP, a California public benefit
7 corporation, located at 32 West 25th Avenue, Suite 201, San Mateo, California 94403,
8 ("Califa"), and the CITY OF LONG BEACH, a municipal corporation ("City").

9 WHEREAS, the City requires high speed data communication services for
10 the Department of Library Services; and

11 WHEREAS, City and Califa entered into Agreement No. 33801 wherein
12 Califa agreed to provide high speed data communication services; and

13 WHEREAS, the parties desire to amend Agreement No. 33801 to purchase
14 high-speed data communications network equipment and increase the Agreement
15 amount by \$134,000 for the equipment;

16 NOW, THEREFORE, in consideration of the mutual terms and conditions
17 herein, the parties agree as follows:

18 1. In addition to the Appendix #1 attached to the Agreement, Califa
19 shall provide the high-speed data communications network equipment as described in
20 the Scope of Work attached to this Amendment as Exhibit "A-1" ("Additional Services").

21 2. City shall pay Califa for the Additional Services in accordance with
22 the terms and conditions of the Agreement in an amount not to exceed One Hundred
23 Thirty-Four Thousand Dollars (\$134,000).

24 3. Except as expressly modified herein, all of the terms and conditions
25 contained in Agreement No. 33801 are ratified and confirmed and shall remain in full
26 force and effect.

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OFFICE OF THE CITY ATTORNEY
CHARLES PARKIN, City Attorney
333 West Ocean Boulevard, 11th Floor
Long Beach, CA 90802-4664

IN WITNESS WHEREOF, the parties have caused these presents to be
duly executed with all formalities required by law as of the date first stated above.

CALIFA GROUP, a California public
benefit corporation

AUGUST 14, 2015

By [Signature]
Name Susan H. Hildreth
Title Executive Director

AUGUST 14, 2015

By [Signature]
Name Donna Truong
Title Chief Financial Officer

"Califa"

CITY OF LONG BEACH, a municipal
corporation

Sept. 24, 2015

By [Signature]
City Manager
Assistant City Manager

EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER.

"City"

This First Amendment to Agreement No. 33801 is approved as to form on
9-15, 2015.

CHARLES PARKIN, City Attorney

By [Signature]
Deputy

EXHIBIT “A-1”

Additional Services



Califa Group - Long Beach Public Library
Califa Group - Long Beach Public Library 32 W 25th Ave Ste #201 San Mateo, CA 94403 ATTN: Wayne Walker

Califa Group - Cisco RFQ - Long Beach Public Lib
Ship To: Long Beach Public Library Sanford Taylor 101 Pacific Ave Long Beach, CA 90802

Order	Project	Modified	Ship Via	Account Mgr.
93571	79779	7/10/2015		Drew Stark

Products

	Item Description	Taxable	Qty	Unit Price	Total
DROP SHIP & NO LABOR					
Cisco ASR Routers					
1	Cisco ASR001X Chassis 6 built in GE Dual P/S 8GB DRAM RF Part #ASR1001-X-RF Includes: CAB-AC	Y	3	\$5,916.00	\$17,748.00
2	SMARTNET 8X5XNBD Cisco ASR1002 Chassis, 4 built-in Part #CON-SNT-ASR1001X Cisco Systems Inc. Cisco smartnet Maintenance Contracts	N	6	\$740.52	\$4,443.12
Cisco Catalyst Switches					
3	Cisco Catalyst 3850 48 Port UPOE LAN Base Part #WS-C3850-48U-L Includes: S3850UK9-37E CAB-TA-NA PWR-C1-1100WAC PWR-C1-BLANK	Y	16	\$3,989.98	\$63,839.68
4	Cisco Catalyst 3850 4 x 1GE Network Module Part #C3850-NM-4-1G Cisco Systems Inc. Network Module Network Management	Y	16	\$175.00	\$2,800.00

Products

	Item Description	Taxable	Qty	Unit Price	Total
5	Cisco Catalyst 3850 24 Port 10G Fiber IP Base Part #WS-C3850-24XS-S Includes: S3850UK9-37E CAB-TA-NA STACK-T1-50CM CAB-SPWR-30CM PWR-C1-715WAC PWR-C1-BLANK C3850-NM-BLANK	Y	3	\$8,400.00	\$25,200.00
Cisco Optics					
6	1000BASE-SX SFP transceiver module MMF 850nm DOM Part #GLC-SX-MMD= Cisco Systems Inc. Cisco Catalyst 3500 Series Switches (Cisco Only)	Y	32	\$175.00	\$5,600.00
7	10GBASE-SR SFP Module, Enterprise-Class Part #SFP-10G-SR-S= Cisco Systems Inc. SFP Switch Expansion Modules (Cisco Only)	Y	12	\$247.00	\$2,964.00
Products Total					\$122,594.80

Terms and Conditions Below

Order Summary

Products Total	\$ 122,594.80
Taxable Total	\$ 118,151.68
Shipping/Handling	\$ 0.00
Taxes (9.00%)	\$ 10,633.65
Labor Total	\$ 0.00
Total	\$ 133,228.45

1. AMS.NET will require a Purchase Order referencing this Quote # or if a Purchase order is not provided, an authorized representative must sign this quote.
2. Payment terms are Net 30. Payment made beyond 30 days are subject to a finance charger of 1.5% per month. Customer agrees to pay all collections costs and attorney fees or late payments if applicable. Customer agrees to accept multiple invoices for projects that cover multiple sales. In the event that a site's readiness is delayed by the customer, customer agrees to accept and pay invoices that reflect equipment and services already received.
3. Shipping charges and sales tax will be added to this order when invoiced and the customer agrees to pay these charges.
4. All companies with tax exemption must present a valid Tax Exempt form. If Customer is tax exempt or if tax exempt form is not provided then customer agrees to pay all applicable taxes.
5. All shipments are FOB Origin or Pre-paid and shipped to Dock. Any Special shipping requirements must be clearly stated on all PO's (i.e. inside delivery). If inside Delivery or Lift-gate is required it must be specified and additional fees will incur. Shipping charges that appear on this quote are an estimate, AMS.NET will invoice and the customer will pay the actual shipping charge when identified.
6. Upon delivery of equipment, customer agrees to open all shipments and visually inspect equipment for physical damages. All damages must be reported to AMS.NET within 24 hours of delivery.
7. Returns will be accepted at AMS.NET discretion and only if merchandise is in an unopened box and the customer agrees to pay a restocking fee of 25% of the purchase price. All returns must have a valid RMA number from AMS.NET before returning.

8. The laws of the State of California will apply to this sale.
9. The term "installation date" means the first business day on which installation of the system is complete. Minor omissions or variances in performance of the System that do not materially or adversely affect the operation of the system, shall not be deemed to have postponed the Installation Date. Seller shall use its best efforts to make timely delivery and installation. However, all stated delivery and installation dates are approximate and except as expressly provided in this agreement, Seller shall, under no circumstance, be deemed to be in default hereunder or be liable for consequential, incidental or special damages or commercial loss resulting from delays in delivery or installation.
10. Warranties. AMS warrants to Customer that it has good title to the equipment being sold to Customer under this Agreement, and the right to sell such equipment to Customer free of liens or encumbrances. AMS further warrants to Customer that the equipment being sold to Customer hereunder shall be free from defects in workmanship for a warranty period of thirty (30) days commencing on the later date the equipment is delivered to Customer or the date upon which AMS completes performance of the services to be performed under this agreement (this warranty being hereinafter referred to as an "Installation Warranty"). Except as expressly set forth in this paragraph, AMS does not make, and hereby disclaims, any and all representations or warranties, express or implied, with respect to the equipment or services being provided under this agreement, including but not limited to any implied warranties of merchantability, fitness for a particular purpose, satisfactory quality, against infringement, or arising from a course of dealing, usage or trade practice. AMS shall reasonably cooperate and assist Customer in enforcing any manufacturer warranties with respect to the equipment being sold to Customer under this Agreement. AMS hereby advises Customer, and Customer acknowledges that in the event Customer desires to procure from AMS any warranty protection beyond the warranty of title and the Installation Warranty provided under this Paragraph, Customer may do so by entering into a separate Service Agreement with AMS.

Please fax signed Quotation or Purchase Order to your AMS.NET account manager or to 925.245.6150. Full terms and conditions can be viewed on our website at www.ams.net/services/procurement-and-financing/

Manufacturer's warranty that is guaranteed is whatever is published by the manufacturer at the time of purchase.

AMS.NET Tax ID: 94-3291629

C7 License: 763508