

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AUTHORIZING THE MAYOR TO SIGN A NEW 12-MONTH AGREEMENT FOR THE CITY'S VOICE OVER IP (VoIP) PHONE SYSTEM FOR AN AMOUNT NOT TO EXCEED \$27,120.00

BE IT ORDAINT BY THE BOARD OF ALDERMEN OF THE CITY OF OSAGE BEACH, AS FOLLOWS, TO WIT:

Section 1. The Board of Aldermen of the City of Osage Beach hereby authorizes the Mayor to sign a contract a 12-month contract for the City to continue to use our existing Mitel VoIP phone system with no changes to our service under substantially the same terms and conditions as set out in the attached contract ("Exhibit A").

Section 2. Total expenditures or liability authorized under the contract shall not exceed Twenty Seven Thousand One Hundred Twenty Dollars (\$27,120.00).

Section 3. The City Administrator is hereby authorized to take such further actions as are necessary to carry out the intent of this Ordinance and Contract.

Section 4. This Ordinance shall be in full force and effect from date of passage and approval by the Mayor.

READ FIRST TIME: January 6, 2022

READ SECOND TIME: February 3, 2022

I hereby certify that the above Ordinance No. 22.03 was duly passed on February 3, 2022 by the Board of Aldermen of the City of Osage Beach. The votes thereon were as follows:

Ayes: 6 Nays: 0 Abstain: 0 Absent: 0

This Ordinance is hereby transmitted to the Mayor for his signature.

Feb 3, 2022
Date

Tara Berreth
Tara Berreth, City Clerk

Approved as to form:

Edward B. Rucker
Edward B. Rucker, City Attorney

I hereby approve Ordinance No. 22.03.

Feb 3 2022
Date

John Olivarri
John Olivarri, Mayor

ATTEST:

Tara Berreth
Tara Berreth, City Clerk

"EXHIBIT A"



Wednesday, January 12, 2022

John Olivarri
Osage Beach, Missouri
1000 City Pkwy
Osage Beach MO 65065-3058

Dear John Olivarri,

Thank you for choosing to extend your relationship with Mitel Cloud Services, Inc. ("Mitel"). We value your continued business.

Mitel would like to offer you the opportunity to extend your existing Service Term for an additional 12 Months ("Renewal Notice") from the New Contract Start Date, provided we receive this executed Renewal Notice from you by no later than forty-five (45) days prior to the New Contract Start Date. To simplify tracking, we have agreed to make all your Services (original proposal, order and add-on orders) as well as current locations coterminous, beginning on the New Contract Start Date stated below. The New Monthly Recurring Charge shall take effect on the New Contract Start Date. There will be no credits issued for prior invoices.

New Term

New Contract Start Date	4/1/2022
New Contract Term (months)	12 Months
New Monthly Recurring Charges*	\$1,909.85
Number of Contracted Profiles	93

*Please see Appendix A for an itemized listing of all line item pricing. New Pricing does not include taxes, fees or surcharges.

1. This Renewal Notice is confidential information.
2. This Renewal Notice offer is valid for thirty (30) days.
3. This Renewal Notice is not binding without a Mitel authorized signature.
4. Customer may increase Services unlimitedly during the Service Term at the Service Monthly Commitment prices agreed herein. A one-time implementation fee of \$50.00 will be assessed per profile added.
5. Customer is liable for any and all applicable taxes and surcharges.
6. Travel expenses related to professional services purchased by Customer, if any, are not included in this Renewal Notice.
7. Calls outside contiguous United States, premium-rate telephone numbers (e.g. Directory assistance calls, 900 numbers, etc.) and toll free inbound calls are billed on a usage basis.
8. Unless otherwise specified, Customer receives only standard features.
9. Profile cancellations are effective at the end of the currently billed period and may remain active until then upon request from client. Once notice of cancellation is received, billing will be discontinued effective the last day of the current billed period. Credits will not be given for previously billed periods.
10. This Renewal Notice is subject to the terms and conditions of the Renewal Notice and the Mitel Terms of Service found at <https://www.mitel.com/legal/mitel-cloud-services-terms-and-conditions> and incorporated herein by reference. This Renewal Notice and the Mitel Terms of Service supersede and replace any previous proposals, Order Forms and agreements between the parties for the Services stated herein. In the event of a conflict or inconsistency between the provisions of this Renewal Notice and those of any previous proposals or agreements the provisions of this Renewal Notice shall prevail.
11. This Renewal Notice may be executed in counterparts with the same effect as if both parties signed the same document. The counterparts shall be construed together and shall constitute one and the same original agreement. A signature on this Renewal Notice by one party communicated to the other by electronic transmission, such as PDF, email or facsimile, will constitute execution of this Renewal Notice.

Should you have any questions, feel free to contact the undersigned at your convenience.

Acknowledged and agreed:	
Sergio Presas Mitel Cloud Services, Inc. 1/12/2022	John Olivarri Osage Beach, Missouri Date:



Powering connections

Appendix A

Account Name	Osage Beach, Missouri
New Contract Start Date	4/1/2022
New Contract Term (months)	12 Months
New Monthly Recurring Charges*	\$1,909.85
Number of Contracted Profiles	93

*New Pricing does not include taxes, fees or surcharges.

Locations	Item Description	Qty	Renewal Extended Price	Renewal Unit Price
All Locations	MiCloud Connect Essentials	51	\$917.49	\$17.99
	MiCloud Connect Elite	31	\$852.50	\$27.50
	MiCloud Connect Voicemail Only	14	\$139.86	\$9.99
	MiCloud Connect MIR Always-On	2	\$0.00	\$0.00
Total		98	\$1,909.85	