



## MASTER PRODUCTS AND SERVICES AGREEMENT

<b>CUSTOMER PROFILE</b> Legal Business Name: <u>CITY OF MANHATTAN BEACH</u> Phone #: <u>(310) 802-5000</u> Fax #:  Address: <u>1400 HIGHLAND AVENUE</u> Suite/Unit/Floor:  City: <u>MANHATTAN BEACH</u>  State: <u>CA</u> Zip/Postal Code: <u>90266</u> Federal Tax ID or EIN: <u>95-6000742</u> DUN & Bradstreet #: _____ # of Employees: <u>417</u> Legal Structure: Sole Proprietorship   Corporation   Partnership   LLC   LLP	<b>BILLING CONTACT</b> Name: <u>ACCOUNTS PAYABLE</u> Title: _____ Company (if different): _____  Email: <u>AP@CITYMB.INFO</u> Phone #: <u>(310) 802-5554</u> Alt Phone #: _____ Fax #: _____  Address: <u>1400 HIGHLAND AVENUE</u> Suite/Unit/Floor:  City: <u>MANHATTAN BEACH</u> State: <u>CA</u> Zip/Postal Code: <u>90266</u>
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### GENERAL TERMS AND CONDITIONS

These General Terms and Conditions together with all Supplements, Order Form(s), Exhibits and other addenda attached hereto from time to time constitute the **Master Products and Services Agreement** ("**Agreement**") which is effective as of the last date of execution below ("**Effective Date**") by and between Race Telecommunications, Inc.. ("Race"), a California corporation, and Customer. Race and Customer are collectively referred to as the "**Parties**" or individually as a "**Party**".

#### **1. DEFINITIONS**

"**Commencement Date**" means the date upon which Race begins to provide an ordered Product or Service as more fully described in the relevant Supplement or Order Form.

"**Customer Location**" refers to a location designated in an Order Form for connection to the Race Network.

"**Race Network**" means, collectively, the fiber optic network, system capacity and related facilities (including, without limitation, routers, switches and communication channels) owned or controlled by Race to the extent it applies to the Product or Service.

"**Order Form**" refers to any, mutually executed, product order ("**Product Order**"), service order ("**Service Order**"), estimate ("**Estimate**"), or statement of work ("**Statement of Work**") to these General Terms and Conditions and respective Supplement, detailing the Products or Services, the Term, Customer charges, the estimated Commencement Date and any other relevant terms agreed upon by the Parties.

"**Products or Services**" means the products or services provided by Race (including, without limitation, Leased Fiber, In-Building Fiber, Co-location, Bandwidth, Managed Services, Voice Services and Capacity) to Customer.

"**Supplement**" means a fully executed supplement to these General Terms and Conditions each containing additional terms and conditions that govern the related Products or Services provided by Race.

"**Term**" means the period of time in which Race provides Products or Services to Customer pursuant to an Order Form and any renewals thereto.

#### **2. STRUCTURE OF AGREEMENT**

From time to time, the Parties will execute one or more Supplement(s) and Order Forms for Race to provide Products or Services, each of which is

automatically incorporated into this Agreement and subject to these General Terms and Conditions.

#### **3. INVOICING AND PAYMENT**

**3.1. Installation Charge.** If a non-recurring installation charge or setup fee ("**Installation Charge**") is specified in an Order Form, Race will invoice Customer for the same upon the effective date of the Order Form ("**Order Form Effective Date**"), and unless otherwise specified in the applicable Order Form, Customer will pay such invoice upon the Order Form Effective Date.

**3.2. Recurring Charge.** If a recurring charge ("**Recurring Charge**") (e.g. Monthly Charge, Quarterly Charge, Annual Charge, etc.) is specified in an Order Form, Race will invoice Customer for and Customer will pay the Recurring Charge in advance for each period upon receipt of such invoice. Race will begin to invoice the Recurring Charge on the Commencement Date. Invoices for partial months will be pro-rated. Multiple types of Recurring Charge may be set forth in the Order Form.

**3.3. Prepayment.** Any prepayment ("**Prepayment**") specified in an Order Form, is payable upon the Order Form Effective Date. If a Prepayment is for a portion of a Term, the amount of such Prepayment will be applied as a credit to the final Recurring Charges at the end of such Term.

**3.4. Additional Charges.** If applicable, Race will invoice Customer and Customer will pay invoices for any additional charges for Products or Services which are specified in an Order Form.

**3.5. Applicable Taxes.** Race will invoice Customer and Customer will pay any and all applicable taxes ("**Applicable Taxes**") as more fully described in Section 4, below, with respect to specific Customer charges.

**3.6. Late Payments.** All invoices must be paid in accordance with their terms without setoff or deduction, and late payments will accrue interest on the unpaid sum as of the date of the invoice at the lesser of (i) the highest legal rate of interest permitted in the State of California or (ii) one and one-half percent (1.5%) per month.

**3.7. U.S. Dollars.** Unless otherwise specified on an Order Form, all payments must be made by Customer to Race in U.S. dollars.

#### **4. APPLICABLE TAXES**

**4.1. Applicable Taxes.** In addition to other amounts due hereunder, Customer shall be responsible for paying all Applicable Taxes. "Applicable

Taxes" means all taxes, levies, fees, imposts, duties, charges, surcharges, assessments or withholdings of any kind or nature levied or imposed upon Race or Customer, arising from or relating to the provision by Race of the Services to Customer (including, without limitation, sales, excise taxes, universal service fees, any other FCC or state PUC fees, and any state or local utility or telecommunications taxes), together with any penalties, fines or interest (resulting from Customer's failure to pay Applicable Taxes hereunder after being invoiced for such) by any U.S. federal, state, provincial or local government, public authority, including its agencies, commissions and tribunals, or their designated agents, having jurisdiction over this transaction. Customer shall not be responsible for and Applicable Taxes shall not include taxes on the property or income of Race.

4.2. Notwithstanding the foregoing, Customer may provide Race with a certificate evidencing Customer's exemption from payment of or liability for any Applicable Taxes.

## 5. TERM

5.1. This Agreement commences on the Effective Date, and continues through the latest expiration of all Order Form Term(s) subject to this Agreement, unless earlier terminated as provided herein.

5.2. The Term for each Order Form begins on the Commencement Date of the related Product or Service and remains in effect until the expiration of the Term.

5.3. If any order form is terminated by either party anytime after the start of service but prior to the expiration of the term provided herein, RACE shall be entitled to recover any installation and sign-up charges conditionally waived by RACE as noted on the Service Order and be liable on a prorated basis for any waived nonrecurring charges plus the total monthly charges for the unexpired portion of the service.

## 6. DEFAULT

The following events are "Events of Default", the occurrence of which gives the non-defaulting Party the right to terminate the affected Order Form(s), or the entire Agreement for a nonpayment default, by written notice following the expiration of any stated cure periods and pursue its remedies under the Agreement:

- a. Customer fails to fully pay any of the payments (including Early Termination Charges) required hereunder within five (5) days after receipt of written notice of such failure; or
- b. Except as provided in clause (a), above, the breach of any material term or condition of this Agreement (including Order Forms) and such breach remains uncured thirty (30) days after delivery to the breaching Party of written notice of such breach. If the breach is of a nature or involves circumstances reasonably requiring more than thirty (30) days to cure, the time period may be extended provided the breaching Party proceeds diligently to cure the breach;

If Customer is in default, as set forth above, then, after expiration of the cure period, Race may, in addition to any other remedies that it may have under this Agreement or by law, suspend, disconnect and/or repossess any Products or Services, provided, however, that Customer will remain responsible to perform its obligations hereunder.

## 7. REPRESENTATIONS AND WARRANTIES

7.1. Race warrants that any Products and Services to be provided to Customer will be at a professional level of quality conforming to generally accepted industry standards and in compliance in all material respects with all applicable laws and regulations. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, RACE DOES NOT MAKE, AND HEREBY DISCLAIMS, ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED INCLUDING ANY AND ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

7.2. Each Party represents and warrants to the other that (i) it is duly organized, validly existing and in good standing under the laws of the state of its organization, (ii) it has all requisite power and authority to enter into and perform its obligations under this Agreement and all Order Forms, (iii) it will comply with all applicable federal, state and local laws, statutes, rules and regulations in connection with the provision and use of the Products and Services and (iv) this Agreement and all Order Forms, when executed, are the legal, valid and binding obligation of such Party.

7.3. Customer acknowledges that Race has no ability to determine whether the communications traffic carried by the Products or Services utilizing the Race Network is jurisdictionally interstate or intrastate. Customer represents and warrants that the communications traffic to be carried by the Race Network shall be jurisdictionally interstate, pursuant to the Federal Communications Commission's mixed-use "10% Rule" (47 CFR 36.154, 47 CFR 1.1352), unless Customer provides Race written notice

otherwise. In either case, Customer will pay all relevant FCC and state Public Utilities Commission taxes and fees.

## 8. LIMITATION OF LIABILITY; INDEMNIFICATION

8.1. Purposely removed.

8.2. Race agrees to indemnify, defend and hold Customer, its officers, directors, employees, agents and contractors harmless from and against all loss, damage, liability, cost and expense (including reasonable attorney's fees and expenses) by reason of any claims or actions by third parties against Customer for (i) bodily injury or death, and damage, loss or destruction of any real or tangible personal property, which third party claims arise out of or relate to Race's gross negligence or willful misconduct or (ii) infringement or misappropriation by Race of any intellectual property rights under this Agreement.

8.3. Customer agrees to indemnify, defend and hold Race, its officers, directors, employees, agents and contractors harmless from and against all loss, damage, liability, cost and expense (including reasonable attorney's fees and expenses) by reason of any claims or actions by third parties against Race for (i) bodily injury or death or damage, loss or destruction of any real or tangible personal property, which third party claims arise out of or relate to Customer's gross negligence or willful misconduct, (ii) infringement or misappropriation by Customer of any intellectual property rights under this Agreement, or (iii) Customer's or its customer's use of the Products or Services, including without limitation, defamation, libel, slander, obscenity, pornography, or violation of the rights of privacy or publicity, or spamming or any other tortious or illegal conduct.

## 9. INSURANCE

9.1. Minimum Scope and Limits of Insurance. RACE shall procure and at all times during the term of this Agreement carry, maintain, and keep in full force and effect, insurance as follows:

- 1) Commercial General Liability Insurance with a minimum limit of \$2,000,000.00 per occurrence for bodily injury, personal injury and property damage and a general aggregate limit of \$2,000,000.00 per project or location. If RACE is a limited liability company, the commercial general liability coverage shall be amended so that RACE and its managers, affiliates, employees, agents and other persons necessary or incidental to its operation are insureds.
  - 2) Automobile Liability Insurance for any owned, non-owned or hired vehicle used in connection with the performance of this Agreement with a combined single limit of \$2,000,000.00 per accident for bodily injury and property damage. If RACE does not use any owned, non-owned or hired vehicles in the performance of Services under this Agreement, RACE shall obtain a non-owned auto endorsement to the Commercial General Liability policy required under subparagraph A.1) of this Section.
  - 3) Workers' Compensation Insurance as required by the State of California and Employer's Liability Insurance with a minimum limit of \$1,000,000.00 per accident for bodily injury or disease. If RACE has no employees while performing Services under this Agreement, workers' compensation policy is not required, but RACE shall execute a declaration that it has no employees.
  - 4) Technology Professional Liability/Errors and Omissions Insurance appropriate to the RACE's profession and work hereunder, with minimum limits of not less than \$2,000,000 per occurrence. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by the RACE in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property, copyright, trademark, invasion of privacy violations, information theft, release of private information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.
- a) The Policy shall include, or be endorsed to include, property damage liability coverage for damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of the City in the care, custody, or control of the RACE. If not covered under the RACE's liability policy, such "property" coverage of the City may be endorsed onto the RACE's Cyber Liability Policy as covered property as follows:
  - b) Cyber Liability coverage in an amount sufficient to cover the full replacement value of damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of the City that will be in the care, custody, or control of RACE.



- c) The Insurance obligations under this agreement shall be the greater of all the insurance coverage and limits carried by or available to the RACE; or the minimum insurance requirements shown in this agreement. Any insurance proceeds in excess of the specified limits and coverage required, which are applicable to a given loss, shall be available to City. No representation is made that the minimum Insurance requirements of this agreement are sufficient to cover the indemnity or other obligations of the RACE under this agreement.
- 9.2 **Acceptability of Insurers.** The insurance policies required under this Section shall be issued by an insurer admitted to write insurance in the State of California with a rating of A:VII or better in the latest edition of the A.M. Best Insurance Rating Guide. Self insurance shall not be considered to comply with the insurance requirements under this Section.
- 9.3 **Additional Insured.** The commercial general and automobile liability policies shall contain an endorsement naming City and its elected and appointed officials, officers, employees, agents and volunteers as additional insureds. This provision shall also apply to any excess/umbrella liability policies.
- 9.4 **Primary and Non-Contributing.** The insurance policies required under this Section shall apply on a primary non-contributing basis in relation to any other insurance or self-insurance available to City. Any insurance or self-insurance maintained by City, its elected and appointed officials, officers, employees, agents or volunteers, shall be in excess of RACE's insurance and shall not contribute with it.
- 9.5 **RACE's Waiver of Subrogation.** The insurance policies required under this Section shall not prohibit RACE and RACE's employees, agents or subcontractors from waiving the right of subrogation prior to a loss. RACE hereby waives all rights of subrogation against City.
- 9.6 **Deductibles and Self-Insured Retentions.** Any deductibles or self-insured retentions must be declared to and approved by City. At City's option, RACE shall either reduce or eliminate the deductibles or self-insured retentions with respect to City, or RACE shall procure a bond guaranteeing payment of losses and expenses.
- 9.7 **Cancellations or Modifications to Coverage.** RACE shall not cancel, reduce or otherwise modify the insurance policies required by this Section during the term of this Agreement. The commercial general and automobile liability policies required under this Agreement shall be endorsed to state that should the issuing insurer cancel the policy before the expiration date, the issuing insurer will endeavor to mail 30 days' prior written notice to City. If any insurance policy required under this Section is canceled or reduced in coverage or limits, RACE shall, within two Business Days of notice from the insurer, phone, fax or notify City via certified mail, return receipt requested, of the cancellation of or changes to the policy.
- 9.8 **City Remedy for Noncompliance.** If RACE does not maintain the policies of insurance required under this Section in full force and effect during the term of this Agreement, or in the event any of RACE's policies do not comply with the requirements under this Section, City may either immediately terminate this Agreement or, if insurance is available at a reasonable cost, City may, but has no duty to, take out the necessary insurance and pay, at RACE's expense, the premium thereon. RACE shall promptly reimburse City for any premium paid by City or City may withhold amounts sufficient to pay the premiums from payments due to RACE.
- 9.9 **Evidence of Insurance.** Prior to the performance of Services under this Agreement, RACE shall furnish City's Risk Manager with a certificate or certificates of insurance and all original endorsements evidencing and effecting the coverages required under this Section. The endorsements are subject to City's approval. RACE may provide complete, certified copies of all required insurance policies to City. RACE shall maintain current endorsements on file with City's Risk Manager. RACE shall provide proof to City's Risk Manager that insurance policies expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. RACE shall furnish such proof at least two weeks prior to the expiration of the coverages.
- 9.10 **Indemnity Requirements not Limiting.** Procurement of insurance by RACE shall not be construed as a limitation of RACE's liability or as full performance of RACE's duty to indemnify City under Section 16 of this Agreement.
- 9.11 **Broader Coverage/Higher Limits.** If RACE maintains broader coverage and/or higher limits than the minimums required above, City requires and shall be entitled to the broader coverage and/or the higher limits maintained by RACE. Any available insurance proceeds in excess of the

specified minimum limits of insurance and coverage shall be available to City.

- 9.12 **Subcontractor Insurance Requirements.** RACE shall require each of its subcontractors that perform Services under this Agreement to maintain insurance coverage that meets all of the requirements of this Section.

#### 10. CONFIDENTIALITY; PUBLICITY

**10.1. Confidentiality.** Each Party agrees that the terms of this Agreement and all information furnished to it by the other Party, including maps, pricing, financial terms, network routes, design information, methodologies, specifications, locations or other information to which it has access under this Agreement, are deemed the confidential and proprietary information or trade secrets (collectively referred to as "Proprietary Information") of the Disclosing Party and will remain the sole and exclusive property of the Disclosing Party (the Party furnishing the Proprietary Information referred to as the "Disclosing Party" and the other Party referred to as the "Receiving Party"). Each Party will treat the Proprietary Information and the contents of this Agreement in a confidential manner and, except to the extent necessary in connection with the performance of its obligations under this Agreement, neither Party may directly or indirectly disclose the same to anyone other than its employees on a need to know basis and who agree to be bound by the terms of this Section, without the written consent of the Disclosing Party. Information will not be deemed Proprietary Information if it (i) becomes publicly available other than through the actions of the Receiving Party; (ii) is independently developed by the Receiving Party; or (iii) becomes available to the Receiving Party without restriction from a third party. If the Receiving Party is required by a governmental or judicial law, order, rule, regulation or permit to disclose Proprietary Information, it must give prompt written notice to the Disclosing Party of the requirements of such disclosure and cooperate fully with the Disclosing Party to minimize such disclosure, and disclosure after such notice shall not be a breach hereof.

**10.2. Publicity.** Neither Party may issue any advertising or other publicity material using the other Party's name or marks or describing in any way the terms of this Agreement without first receiving the other Party's written consent as to form and content, which consent may not be unreasonably withheld, conditioned, or delayed.

#### 11. ASSIGNMENT

Neither Party will assign or transfer this Agreement without the other Party's prior written consent, except that either Party may assign this Agreement upon notice and without the other Party's consent to a person, firm, corporation, partnership, association, trust or other entity (i) that controls, is controlled by or is under common control with the assigning Party or (ii) which purchases all or substantially all of its assets; provided that the assignee assumes all liabilities hereunder in writing prior to the effectiveness of such assignment. Any assignment or transfer without the required consent is void and is considered a material breach of this Agreement. Upon any permitted assignment, the assigning Party will remain jointly and severally responsible for the performance under this Agreement, unless released in writing by the other Party, and this Agreement will be binding upon and inure to the benefit of the Parties hereto and their respective successors and permitted assigns.

#### 12. NON-SOLICITATION

From the date of the last engagement and for one year thereafter, neither party will solicit for employment nor hire any employee or contractor of other. (Neither an unsolicited request by an employee or contractor for employment, nor a response by an employee or contractor to a generally published advertisement shall be considered a solicitation pursuant to this section.) Other than provided herein, neither party will solicit, directly or indirectly, any employee or contractor of other and in no event, hire an employee, agent or independent contractor of other, through any means, including the hiring of an employee, agent or independent contractor by a competitor of the other, where the hired person has served as an independent contractor, subcontractor or other capacity for the other, within the period described to herein, without the other party's prior written consent. In the event a party breaches the above, they shall immediately pay as liquidated damages to other an amount equal to 1.5 times the relevant person's then current annual compensation (or the amount paid to or on behalf of the person during the last 12 months in the case of an independent contractor).

#### 13. FORCE MAJEURE

Neither party will be considered in breach of this Agreement nor liable under this Agreement for any delays, failures to perform, damages or losses, or any consequence thereof, caused by or attributable to an event of "Force Majeure," which is defined as any cause beyond the reasonable

control of the party claiming relief, including without limitation the action by a governmental authority (such as a moratorium on any activities related to this Agreement or changes in government codes, ordinances, laws, rules, regulations, or restrictions occurring after the Effective Date), third-party labor dispute, flood, earthquake, fire, lightning, epidemic, war, act of terrorism, riot, civil disturbance, act of God, sabotage, fiber cut caused by a third-party or failure of a third party to recognize a permit, authorization, right-of-way, easement, right, license or other agreement obtained by Race to construct and operate its facilities or network

#### 14. NOTICES

All notices, including but not limited to, demands, requests and other communications required or permitted hereunder (not including invoices) must be in writing and will be deemed given: (i) when delivered in person, (ii) one (1) business day after deposit with an overnight delivery service for next day delivery, or (iii) three (3) business days after deposit in the United States mail, postage prepaid, registered or certified mail, return receipt requested, and addressed to the recipient Party at the address set forth on first page hereof. In addition, Race may send Customer notices, other than notices for default or termination, to Customer's email address as contained on Race's customer contact list. Such email notification is deemed delivered on the day sent unless returned to sender.

#### 15. MISCELLANEOUS

**15.1. Governing Law.** This Agreement will be interpreted and construed in accordance with the internal laws of the State of California without giving effect to its principles of conflicts of laws. This Agreement and the duties and obligations of the Parties hereunder shall be enforceable against any of the Parties in the courts of California.

**15.2. Survival.** The Parties' respective representations, warranties, and covenants, together with obligations of indemnification, confidentiality and limitations on liability will survive the expiration, termination or rescission of this Agreement and continue in full force and effect.

**15.3. No Third-Party Beneficiaries.** The covenants, undertakings, and agreements set forth in this Agreement are solely for the benefit of and enforceable by the Parties or their respective successors or permitted assigns.

**15.4. Relationship of the Parties.** The relationship between the Parties hereunder is not that of partners or agents for one another and nothing contained in this Agreement may not be deemed to constitute a partnership, joint venture or agency agreement between them.

**15.5. Remedies Not Exclusive.** Except as otherwise expressly provided, the rights and remedies set forth in this Agreement are in addition to, and cumulative of, all other rights and remedies at law or in equity.

**15.6. Headings; Severability.** The headings in this Agreement are strictly for convenience and do not amplify or limit any of the terms, provisions or conditions hereof. In the event any term of this Agreement is held invalid, illegal or unenforceable, in whole or in part, neither the validity of the remaining part of such term nor the validity of the remaining terms of this Agreement will be in any way affected.

**15.7. No Implied Waiver.** No failure to exercise and no delay in exercising on the part of either Party, any right, power or privilege hereunder will operate as a waiver, except as expressly provided herein.

**15.8. Execution and Counterparts.** This Agreement may be executed in counterparts, including by facsimile transmission, each of which when executed and delivered is an original, but all the counterparts together constitute the same document.

**15.9. Order of Precedence.** If any conflict or contradiction exists between these General Terms and Conditions and a Supplement, the terms of a Supplement will control. If any conflict or contradiction exists between a Supplement and the terms of an Order Form, the terms of the Order Form will control. If any conflict or contradiction exists between these General Terms and Conditions and the terms of an Order Form, the terms of the Order Form will control.

#### 16. ENTIRE AGREEMENT; AMENDMENT; EXECUTION

This Agreement, including all Supplements, Order Forms, Exhibits and addenda attached hereto is the entire agreement between the Parties with respect to the subject matter hereof and supersedes any and all prior negotiations, understandings and agreements, whether oral or written. This Agreement may be amended only by a written instrument executed by the Parties.

The Parties have executed this Agreement as of the last date of execution below.

#### RACE TELECOMMUNICATIONS, INC.

BY: 

Print Name: Matt Nowell

Title: Sales Manager

Date: 5/7/20

#### CUSTOMER

BY: \_\_\_\_\_

Print Name: BRUCE MOE

Title: CITY MANAGER

Date: \_\_\_\_\_

#### ATTEST:

By: \_\_\_\_\_

Name: Liza Tamura

Title: City Clerk

#### APPROVED AS TO FORM:

DocuSigned by:

City Attorney, Quinn Barrow

Name: Quinn M. Barrow

Title: City Attorney

6/16/2020

#### APPROVED AS TO FISCAL IMPACT:

DocuSigned by:

Steve Charelian

Name: Steve S. Charelian

Title: Finance Director

6/16/2020

#### APPROVED AS TO CONTENT:

DocuSigned by:

Patrick Griffin

Name: Patrick Griffin

Title: Interim Information Technology Director

6/9/2020

**AUTHORIZED CONTACTS**

<b>PRIMARY CONTACT</b> Name: <u>Tatyana Roujenova-Peltekova</u> Title: <u>Senior Management Analyst</u> City Department: <u>Information Technology Department</u> Email: <u>tpeltkova@citymb.info</u> Phone #: <u>(310) 802-5572</u> Alt Phone #: _____ Fax #: _____ Address: <u>1400 Highland Avenue</u> Suite/Unit/Floor: _____ City: <u>Manhattan Beach</u> State: <u>CA</u> Zip/Postal Code: <u>90266</u>	<b>TECHNICAL CONTACT</b> Name: <u>Phat Tran</u> Title: <u>Network Administrator</u> City Department: <u>Information Technology Department</u> Email: <u>ptran@citymb.info</u> Phone #: <u>(310) 802-5573</u> Alt Phone #: _____ Fax #: _____ Address: <u>1400 Highland Avenue</u> Suite/Unit/Floor: _____ City: <u>Manhattan Beach</u> State: <u>CA</u> Zip/Postal Code: <u>90266</u>
<b>OTHER CONTACT</b> Name: _____ Title: _____ Company (if different): _____ Email: _____ Phone #: _____ Alt Phone #: _____ Fax #: _____ Address: _____ Suite/Unit/Floor: _____ City: _____ State: _____ Zip/Postal Code: _____	<b>OTHER CONTACT</b> Name: _____ Title: _____ Company (if different): _____ Email: _____ Phone #: _____ Alt Phone #: _____ Fax #: _____ Address: _____ Suite/Unit/Floor: _____ City: _____ State: _____ Zip/Postal Code: _____
<b>OTHER CONTACT</b> Name: _____ Title: _____ Company (if different): _____ Email: _____ Phone #: _____ Alt Phone #: _____ Fax #: _____ Address: _____ Suite/Unit/Floor: _____ City: _____ State: _____ Zip/Postal Code: _____	<b>OTHER CONTACT</b> Name: _____ Title: _____ Company (if different): _____ Email: _____ Phone #: _____ Alt Phone #: _____ Fax #: _____ Address: _____ Suite/Unit/Floor: _____ City: _____ State: _____ Zip/Postal Code: _____

DEDICATED INTERNET SERVICES		Term	Qty	Setup	Monthly	Subtotal	Setup	Monthly
Dedicated Internet DIA GIG (1000Mbps/1000Mbps)	36m	1			1,000.00		0.00	1,000.00
Dedicated Internet DIA 2 GIG (2000Mbps/2000Mbps)	36m				2,000.00		0.00	0.00
Dedicated Internet DIA 10 GIG (10000Mbps/10000Mbps)	36m				2,750.00		0.00	0.00
*60m Term options								
* Base monthly package fees DO NOT include federal or state taxes and fees.								
<b>SUBTOTAL</b>							<b>\$0.00</b>	<b>\$1,000.00</b>

  

Notes		Subtotal	One-Time	Monthly
A tax fee of 1.5% tax on all services			0.00	
There is no charge for the equipment or the services to be installed.			0.00	
The MPOE is where American Dark Fiber places hand-off in building			0.00	
Contract starts as of install date			0.00	
Net 60 for payment terms			0.00	
* Notes:				
<b>SUBTOTAL</b>		<b>\$0.00</b>		

  

TOTALS		One-Time	Monthly
		<b>\$0.00</b>	<b>\$1,000.00</b>

  

**GENERAL TERMS & CONDITIONS**  
 This estimate is for equipment and/or the installation of service(s) and/or service equipment. Standard installation timeframe, from time of order, is approximately 30 days unless otherwise noted. Federal and/or state taxes and fees are not included. Any additional service outside of the scope of this estimate will require an amendment to the estimate or must be ordered separately. For customers entering into a term agreement, an early termination fee will apply and will be equal to the amount of the original setup fee for said package. The term starts of the date of install. The warranty of the materials starts as of day of install.

**LIMITED WARRANTY**  
 This Limited Warranty is limited to one year installation and labor warranty of all components installed by Race. Parts are limited to defects in materials and workmanship of the product as supplied by the manufacturer. If parts are supplied by Race and defective, they will be exchangeable within 30 days from date of installation. After 30 days, parts are to be repaired under the manufacturer warranty terms. Should an issue arise within a manufacturer warranty period, Race will assist in getting the product warranted by the manufacturer. This warranty does not cover parts and labor that fail as a result of improper use, misuse, abuse or the failure of another part.

**AUTHORIZATION**  
 I hereby accept the terms and conditions of this order. By signing, you are authorizing Race to do the work as specified in this agreement and agree to all terms in Race's Master Products and Service Agreement.

  

<b>CUSTOMER</b>	<b>RACE COMMUNICATIONS</b>
AUTHORIZED SIGNATURE: _____	AUTHORIZED SIGNATURE: <u>[Signature]</u>
PRINT NAME: BRUCE MOE	PRINT NAME: <u>Matt Nowell</u>
TITLE: CITY MANAGER	TITLE: <u>Sales Manager</u>
EFFECTIVE DATE: _____	EFFECTIVE DATE: <u>5/19/20</u>

**ATTEST:**

By: \_\_\_\_\_  
**Name: Liza Tamura**  
**Title: City Clerk**

**APPROVED AS TO FORM:**

DocuSigned by:  
[Signature] 6/16/2020  
 By: [Signature]  
**Name: Quinn M. Barrow**  
**Title: City Attorney**

**APPROVED AS TO FISCAL IMPACT:**

DocuSigned by:  
[Signature] 6/16/2020  
 By: [Signature]  
**Name: Steve S. Charelian**  
**Title: Finance Director**

**APPROVED AS TO CONTENT:**

DocuSigned by:  
[Signature] 6/9/2020  
 By: [Signature]  
**Name: Patrick Griffin**  
**Title: Interim Information Technology Director**



Race COMMUNICATIONS		Estimate for City of Manhattan Beach	
		Prepared on 05/19/2020 Quote #9017 V3 Service Address: 3621 Bell Avenue, Manhattan Beach, CA 90266	
<b>DEDICATED INTERNET SERVICES</b>			
	Qty	Unit Price	Setup Monthly
Dedicated Internet DIA GIG (1000Mbps/1000Mbps)	36m 1	1,000.00	0.00 1,000.00
Dedicated Internet DIA 2 GIG (2000Mbps/2000Mbps)	36m	2,000.00	0.00 0.00
Dedicated Internet DIA 10 GIG (10000Mbps/10000Mbps)	36m	2,750.00	0.00 0.00
*60m Term options			
* Base monthly package fees DO NOT include federal or state taxes and fees.			
		<b>SUBTOTAL</b>	<b>\$0.00 \$1,000.00</b>
<b>Notes</b>			
A tax/fee of 1.5% tax on all services			0.00
There is no charge for the equipment or the services to be installed.			0.00
The MPOE is where American Dark Fiber places hand-off in building			0.00
Contract starts as of install date			0.00
Net 60 for payment terms			0.00
* Notes:			
		<b>SUBTOTAL</b>	<b>\$0.00</b>
		<b>TOTALS</b>	<b>ONE-TIME MONTHLY</b>
			<b>\$0.00 \$1,000.00</b>
<b>GENERAL TERMS &amp; CONDITIONS</b>			
This estimate is for equipment and/or the installation of service(s) and/or service equipment. All pricing is estimated and is subject to network capacity verification and engineering, from time of order, is approximately 30 days unless otherwise noted. Federal and/or state taxes and fees are not included. Any additional service outside of the scope of this estimate will require an amendment to the estimate or must be ordered separately. For customers entering into a term agreement, an early termination fee will apply and will be equal to the amount of the original setup fee for said package. The term starts on the date of install. The warranty of the materials starts as of day of install.			
<b>LIMITED WARRANTY</b>			
This Limited Warranty is limited to one year installation and labor warranty of all components installed by Race. Parts are limited to defects in materials and workmanship of the product as supplied by the manufacturer. If parts are supplied by Race and defective, they will be exchangeable within 30 days from date of installation. After 30 days, parts are to be repaired under the manufacturer warranty terms. Should an issue arise within a manufacturer warranty period, Race will assist in getting the product warranted by the manufacturer. This warranty does not cover parts and labor that fail as a result of improper use, misuse, abuse or the failure of another part.			
<b>AUTHORIZATION</b>			
I hereby accept the terms and conditions of this order. By signing, you are authorizing Race to do the work as specified in this agreement and agree to all terms in Race's Master Products and Service Agreement.			
<b>CUSTOMER</b>		<b>RACE COMMUNICATIONS</b>	
AUTHORIZED SIGNATURE: _____		AUTHORIZED SIGNATURE: <u>Matt Nowell</u>	
PRINT NAME: BRUCE MOE		PRINT NAME: <u>Matt Nowell</u>	
TITLE: CITY MANAGER		TITLE: <u>Sales Manager</u>	
EFFECTIVE DATE: _____		EFFECTIVE DATE: <u>5/19/20</u>	

ATTEST:

By: \_\_\_\_\_  
 Name: Liza Tamura  
 Title: City Clerk

APPROVED AS TO FORM:

DocuSigned by:

6/16/2020

City Attorney Quinn Barrow  
 Name: Quinn M. Barrow  
 Title: City Attorney

APPROVED AS TO FISCAL IMPACT:

DocuSigned by:

6/16/2020

Steve S. Charelian  
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 Title: Finance Director

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6/9/2020

Patrick Griffin  
 Name: Patrick Griffin  
 Title: Interim Information Technology Director