

586273

586273

060915 111 6780 42420
052815

UNIT 305 5/14/15
TOTAL

230.00
230.00

05/28/15

*****\$230.00

Pay Exactly Two Hundred Thirty and 00/100 Dollars

GARDEN GROVE SECURED STORAGE
13632 EUCLID
GARDEN GROVE, CA 92843

DUPLICATE COPY

Garden Grove Secured Storage
 13632 Euclid Street
 Garden Grove, CA 92843
 (714) 971-0400

Invoice

G.G.P.D. GARDEN GROVE POLICE DEPT
 11301 ACACIA PARKWAY
 GARDEN GROVE, CA 92840

5/14/2015

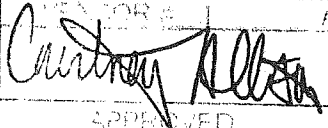
Dear: G.G.P.D. GARDEN GROVE POLICE DEPT

Unit	Due Date:	Rent:	Tax:	Fees:	Insurance:	Past Due:	Total Due:
305	5/29/2015	230.00	0.00	0.00	0.00	0.00	\$230.00
						Total Due:	\$230.00

This is your invoice for the above balance due. Thank you for your prompt payment.

Sincerely,

Ron Frybarger and John Cueto
 Property Managers

111	6780	42420
FUND	PACKAGE	OBJECT
UNIT 305 51415		
29420		230-
APPROVED		AMOUNT
		MAY 21 2015
APPROVED		DATE
POLICE DEPARTMENT		

586783

586783

062315 111 6780 42420
061615

UNIT 305 06/14/15
TOTAL

230.00
230.00

06/16/15

*****\$230.00

Pay Exactly Two Hundred Thirty and 00/100 Dollars

GARDEN GROVE SECURED STORAGE
13632 EUCLID
GARDEN GROVE, CA 92843

DUPLICATE COPY

Garden Grove Secured Storage
 13632 Euclid Street
 Garden Grove, CA 92843
 (714) 971-0400

Invoice

G.G.P.D. GARDEN GROVE POLICE DEPT
 11301 ACACIA PARKWAY
 GARDEN GROVE, CA 92840

6/14/2015

Dear: G.G.P.D. GARDEN GROVE POLICE DEPT

Unit	Due Date:	Rent:	Tax:	Fees:	Insurance:	Past Due:	Total Due:
305	6/29/2015	230.00	0.00	0.00	0.00	0.00	\$230.00
Total Due:							\$230.00

This is your invoice for the above balance due. Thank you for your prompt payment.

Sincerely,

Ron Frybarger and John Cueto
 Property Managers

111	6980	42420
FUND	PACKAGE	PROJECT
unit 305 6/14/15		
INVOICE #		PO #
29420	230 -	
VENDOR #	AMOUNT	
<i>Carthage Nelson</i>	JUN 15 2015	
APPROVED	DATE	
POLICE DEPARTMENT		

588753

588753

072915 111 6780 42420
072715

UNIT 305 7/29/15
TOTAL

230.00
230.00

07/27/15

*****\$230.00

Pay Exactly Two Hundred Thirty and 00/100 Dollars

GARDEN GROVE SECURED STORAGE
13632 EUCLID
GARDEN GROVE, CA 92843

DUPLICATE COPY

Garden Grove Secured Storage
 13632 Euclid Street
 Garden Grove, CA 92843
 (714) 971-0400

Invoice

G.G.P.D. GARDEN GROVE POLICE DEPT
 11301 ACACIA PARKWAY
 GARDEN GROVE, CA 92840

7/14/2015

Dear: G.G.P.D. GARDEN GROVE POLICE DEPT

Unit	Due Date:	Rent:	Tax:	Fees:	Insurance:	Past Due:	Total Due:
305	7/29/2015	230.00	0.00	0.00	0.00	0.00	\$230.00
Total Due:							\$230.00

This is your invoice for the above balance due. Thank you for your prompt payment.

Sincerely,

Ron Frybarger and John Cueto
 Property Managers

111	6980	42420
FUND	PACKAGE	OBJECT
305	7/29/15	
INVOICE #		PO #
29420	230-	
VENDOR #	AMOUNT	
<i>Cueto</i>	JUL 23 2015	
APPROVED	DATE	
POLICE DEPARTMENT		

CITY OF GARDEN GROVE

P.O. BOX 3070
GARDEN GROVE, CA 92842

PURCHASING: (714) 741-5052
ACCOUNTS PAYABLE: (714) 741-5068

PURCHASE ORDER

NUMBER #153818

This order number must appear on all packages, invoices and shipping papers

VENDOR: #29420 VENDOR PHONE: 714-971-0400

DATE: April 01, 2015

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GARDEN GROVE SECURED STORAGE
13632 EUCLID
GARDEN GROVE, CA 92843
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Garden Grove Housing Authority
11277 Garden Grove Blvd
Garden Grove, CA 92840
COMM DEV - TINA NGUYEN
]

ACCOUNT: 509-4102-42490

REQUISITION: #153818

DELIVERY DATE: April 01, 2015

CONTRACT EXPIRATION DATE:

BUYER: JULIE

BID REFERENCE: Regular PO

ITEM NO	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	Off site storage for Housing archive files Unit #853 - 12 Months Price per invoice dated 3/31/15	1	EA	\$1242.00	\$1242.00

TERMS: NET 30

SALES TAX

\$0.00

FOB: Destination

TOTAL AMOUNT

\$1242.00

CITY RECEIPT


Billing Instructions
invoices in duplicate to:

CITY OF GARDEN GROVE
P.O. BOX 3070
Garden Grove, CA 92842
ATTENTION: Accounts Payable

CITY OF GARDEN GROVE

I HEREBY CERTIFY THAT I HAVE RECEIVED, CAREFULLY WEIGHED, MEASURED, OR COUNTED THE ITEMS INDICATED ABOVE AND THAT QUALITIES AND QUANTITIES ARE CORRECTLY STATED OR THAT THE SERVICES INDICATED ABOVE HAVE BEEN PERFORMED IN A SATISFACTORY MANNER.

by: 
DEPARTMENT HEAD OR DEPUTY

by: 
(Purchasing Agent)

date: _____

583333

583333

041415 509 4102 42490
040615

RENTAL 4/16/15-4/17/16
TOTAL

1,242.00
1,242.00

04/06/15

*****\$1,242.00

Pay Exactly One Thousand Two Hundred Forty Two and 00/100 Dollars

GARDEN GROVE SECURED STORAGE
13632 EUCLID
GARDEN GROVE, CA 92843

DUPLICATE COPY

CITY OF GARDEN GROVE CHECK REQUEST

To: **Controller**

From: **Danny Huynh**

Dept: **Housing Authority**

Date: **April 2, 2015**

Please process the attached invoices and/or supporting documents (agenda item if applicable) for payment per the following information:

Payable to **GARDEN GROVE SECURED STORAGE**

List Tenant name only on check stub.

Address: **13632 EUCLID ST,
GARDEN GROVE, CA 92843**

Port - in Yes / No

Date/Time Needed:

Mail: **NO**

Direct Deposit ~~Owners~~
Yes / **No** ✓

Return to: **TINA**

Ext.: **x 5174**

Description/Invoice Number	Fnd.	Pkg.	Obj.	Grp. Task	Proj.	Amount
REASON: #853 SPACE RENT 2015-16	509	4102	42490			\$1,242.00
PERIOD: 4/16/15-4/17/16						
Tenant: 12 MONTHS RENTAL						
<i>RG 153818</i>						
**PLEASE TYPE NAME IN DESCRIPTION FOR EACH REQUEST						
Total=						\$1,242.00

Dept. Approval: _____

Danny Huynh

Danny Huynh

Dept. Head or Division Manager

(For Accounting Only)

Check for Funds Available: _____ Date: _____

Approved for Payment: *[Signature]* _____ Priority Pre-issue: Routine:

Vendor # **29420** Processed by: _____ Date: _____

Garden Grove Secured Storage
13632 Euclid Street
Garden Grove, CA 92843
(714) 971-0400

Invoice


CITY OF GARDEN GROVE HOUSING DEPT.
P.O. BOX 3070
GARDEN GROVE, CA 92842

Tuesday, March 31, 2015

Unit:	853	Past Due:	\$0.00
Due Date:	4/16/2015	Rent Due:	\$1,242.00
		Tax Due:	\$0.00
		Fees Due:	\$0.00
		Total Due:	\$1,242.00

Dear CITY OF GARDEN GROVE HOUSING DEPT.:

This is your invoice for the above balance due. Thank you for your prompt payment.

Sincerely,

Ron Frybarger and John Cucto
Property Managers

CITY OF GARDEN GROVE

P.O. BOX 3070
GARDEN GROVE, CA 92842

PURCHASING: (714) 741-5052
ACCOUNTS PAYABLE: (714) 741-5068

PURCHASE ORDER

NUMBER #153947

This order number must appear on all packages, invoices and shipping papers

VENDOR: #29420 VENDOR PHONE: 714-971-0400

DATE: May 05, 2015

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GARDEN GROVE SECURED STORAGE
13632 EUCLID
GARDEN GROVE, CA 92843
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[
Garden Grove Housing Authority
11277 Garden Grove Blvd
Garden Grove, CA 92840
ADMIN SVCS - TINA NGUYEN
]

ACCOUNT: 509-4102-42490

REQUISITION: #153947

DELIVERY DATE: May 06, 2015

CONTRACT EXPIRATION DATE:

BUYER: JULIE

BID REFERENCE: Regular PO

ITEM NO	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	Space unit #342 for 12 months storage rental for Housing Authority	1	EA	\$2507.00	\$2507.00
2	Space rental insurance PRICE PER INVOICE DATED 4/24/15	1	EA	\$96.00	\$96.00

TERMS: NET 30

SALES TAX

\$0.00

FOB: Destination

TOTAL AMOUNT

\$2603.00

CITY RECEIPT

Billing Instructions


invoices in duplicate to:

CITY OF GARDEN GROVE
P.O. BOX 3070
Garden Grove, CA 92842
ATTENTION: Accounts Payable

CITY OF GARDEN GROVE

I HEREBY CERTIFY THAT I HAVE RECEIVED, CAREFULLY WEIGHED, MEASURED, OR COUNTED THE ITEMS INDICATED ABOVE AND THAT QUALITIES AND QUANTITIES ARE CORRECTLY STATED OR THAT THE SERVICES INDICATED ABOVE HAVE BEEN PERFORMED IN A SATISFACTORY MANNER.

by: 
DEPARTMENT HEAD OR DEPUTY

by: 
(Purchasing Agent)

date: _____

585089

585089

052615 509 4102 42490
050815

58947

XXX SPC# 342 12 MONTHS RENT
TOTAL

2,603.00
2,603.00

05/08/15

*****\$2,603.00

Pay Exactly Two Thousand Six Hundred Three and 00/100 Dollars

GARDEN GROVE SECURED STORAGE
13632 EUCLID
GARDEN GROVE, CA 92843

DUPLICATE COPY

CITY OF GARDEN GROVE CHECK REQUEST

To: **Controller**

From: **Danny Huynh**

Dept: **Housing Authority**

Date: **May 6, 2015**

Please process the attached invoices and/or supporting documents (agenda item if applicable) for payment per the following information:

Payable to **GARDEN GROVE SECURED STORAGE**

List Tenant name only on check stub.

Address: **13632 EUCLID ST,
GARDEN GROVE, CA 92843**

Port - in Yes / No

Date/Time Needed:

Mail: **NO**

Direct Deposit Owner:

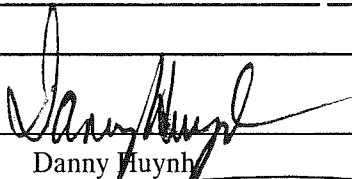
Return to: **TINA**

Ext.: **x 5174**

Yes No

Description/Invoice Number	Fnd.	Pkg.	Obj.	Grp. Task	Proj.	Amount
REASON: 12 MONTHS STORAGE	509	4102	42490			\$2,507.00
FOR FILES SP#: 342						
SPACE RENTAL INSURANCE						96.00
**PLEASE TYPE NAME IN DESCRIPTION FOR EACH REQUEST						
Total=						\$2,603.00

Dept. Approval: _____


Danny Huynh

Dept. Head or Division Manager

(For Accounting Only)

Check for Funds Available: _____ Date: _____

Approved for Payment:  _____ Priority Pre-issue: Routine

Vendor # **29420** Processed by: _____ Date: _____

Garden Grove Secured Storage
13632 Euclid Street
Garden Grove, CA 92843
(714) 971-0400

Invoice

HOUSING, CITY OF GARDEN GROVE
P.O. BOX 3070
GARDEN GROVE, CA 92842

4/24/2015

Dear: HOUSING, CITY OF GARDEN GROVE

Unit	Due Date:	Rent:	Tax:	Fees:	Insurance:	Past Due:	Total Due:
342	5/9/2015	2,507.00	0.00	0.00	96.00	0.00	\$2,603.00
Total Due:							\$2,603.00

This is your invoice for the above balance due. Thank you for your prompt payment.

Sincerely,

Ron Frybarger and John Cueto
Property Managers

RECEIVED
APR 27 2015
HOUSING AUTHORITY

CITY OF GARDEN GROVE

P.O. BOX 3070
GARDEN GROVE, CA 92842

PURCHASING: (714) 741-5052
ACCOUNTS PAYABLE: (714) 741-5068

PURCHASE ORDER

NUMBER #151635

This order number must appear on all packages, invoices and shipping papers

VENDOR: #96456 VENDOR PHONE: 619-977-4150

DATE: December 17, 2013

VENDOR
AMERICAN INTERNET SERVICES, LLC
9305 LIGHTWAVE AVENUE, SUITE #100
SAN DIEGO, CA 92123

SHIP TO
Garden Grove City Hall
11222 Acacia Parkway
Garden Grove, CA 92840
IT DEPT - ANAND RAO

ACCOUNT: 783-9983-42080

REQUISITION: #151635

DELIVERY DATE:

CONTRACT EXPIRATION DATE: December 31, 2015

BUYER: JULIE

BID REFERENCE: Professional Services/Consultant

ITEM NO	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	Data Center and Cloud Services Solution (Off-site Backup Host) 24 Month Term (Please reference page 4 of proposal) Space 20U Private Locking Half Cabinet	1	EA	\$0.00	\$0.00
2	Power L5-30 120V 30A A+B Primary/Redundant Pair	24	MO	\$499.00	\$11976.00
3	Power L5-30 120V 30A PDU's	2	EA	\$0.00	\$0.00
4	Bandwidth 100Mbps of Premium Multi-homed w/Performance Routing Protected 10Gbps optical network blends AT&T, Comcast, Cox, Level3, Savvis, Sprint, Verizon, XO and 70+ peering partners	100	EA	\$0.00	\$0.00
5	IP Address /27 Please reference the attached Service Proposal for The City of Garden Grove for additional details Term: 24 months from time service is initiated Must request non-renewal a minimum of 30 days prior to end of agreement	24	MO	\$48.00	\$1152.00

TERMS: NET 30

SALES TAX

\$0.00

FOB: Destination

TOTAL AMOUNT

\$13128.00

CITY RECEIPT

I HEREBY CERTIFY THAT I HAVE RECEIVED, CAREFULLY WEIGHED, MEASURED, OR COUNTED THE ITEMS INDICATED ABOVE AND THAT QUALITIES AND QUANTITIES ARE CORRECTLY STATED OR THAT THE SERVICES INDICATED ABOVE HAVE BEEN PERFORMED IN A SATISFACTORY MANNER.

by: _____
DEPARTMENT HEAD OR DEPUTY

date: _____

Billing Instructions

invoices in duplicate to:

CITY OF GARDEN GROVE
P.O. BOX 3070
Garden Grove, CA 92842
ATTENTION: Accounts Payable

CITY OF GARDEN GROVE

by

Sandra Segawa

(Purchasing Agent)

586915

586915

062315 783 9983 42080
062315

151635

107435

TOTAL

645.65
645.65

06/23/15

*****\$645.65

Pay Exactly Six Hundred Forty Five and 65/100 Dollars

AMERICAN INTERNET SERVICES, LLC
9305 LIGHTWAVE AVENUE, SUITE #100
SAN DIEGO, CA 92123

DUPLICATE COPY



Billing Summary

City of Garden Grove
ATTN: Verna Espinoza
11222 Acacia Parkway
Garden Grove, CA 92840

Client # 25131
Invoice # 107435
Invoice Date: 06/01/2015
Due Date: 06/30/2015
Cust. Ph. # (714)741-5098

DESCRIPTION

Previous Month's Balance
Adjustments/Credits (see detail page)
Payments Received Since Last Invoice
Current Charges (see detail page)
Total Due

AMOUNT

78 9983 42000					
FND	PKG	OBJECT	GF	TSR	PROJ
107435			151635		
INVOICE #			P O #		
96456			\$645.65		
VENDOR #			AMOUNT		
[Signature]			6/15/15		
APPROVED			DATE		

645.65
0.00
(645.65)
645.65
645.65

AIS BusinessCloud1: Your Virtual Data Center
Learn more at www.americanis.net

Any Questions? Contact American Internet Services Accounting.
Phone: 858-576-4272 x428 E-mail: billing@americanis.net

Wire Payment Instructions

Account Name: American Internet Services
Bank: JPMorgan Chase
1 Chase Plaza
New York, NY 10081

Account Number: 222601717
ABA Number: 021000021

Each time you or anyone who pays your bill sends a check with this payment coupon, you authorize us to process that payment by electronic debit to your account. Your checking account may be debited in the amount on the check and that check will be destroyed.

Make checks payable to American Internet Services -- Please detach and remit this portion with payment



Client # 25131
Invoice # 107435
Invoice Date: 06/01/2015
Due Date: 06/30/2015

9305 Lightwave Ave, Suite 100
San Diego, CA 92123
Fax: 858-427-2401

City of Garden Grove

Balance Due:

\$645.65

588611

588611

072815 783 9983 42080
072815

151635

108061

TOTAL

669.56
669.56

07/28/15

*****\$669.56

Pay Exactly Six Hundred Sixty Nine and 56/100 Dollars

AMERICAN INTERNET SERVICES, LLC
9305 LIGHTWAVE AVENUE, SUITE #100
SAN DIEGO, CA 92123

DUPLICATE COPY



Invoice Detail

City of Garden Grove
ATTN: Verna Espinoza
11222 Acacia Parkway
Garden Grove, CA 92840

Customer # 25131
Invoice # 108061
Invoice Date: 07/01/2015
Due Date: 07/31/2015

Cust. Ph. # (714)741-5098

Charge Detail	Service Period	Amount
Internet Services		
1 * PDU, Type: ServerTek CB-12H1-L530	08/01/2015 <-> 08/31/2015	0.00
1 * PDU, Type: ServerTek CB-12H1-L530	08/01/2015 <-> 08/31/2015	0.00
1 * IP Space, IP Address: /27	08/01/2015 <-> 08/31/2015	48.00
100 * IP Transit, Type: AIS, Bandwidth: 1Mbps	08/01/2015 <-> 08/31/2015	0.00
1 * Power Circuit, Type: A+B, Voltage: 120VAC, Amperage: (30) 24	08/01/2015 <-> 08/31/2015	621.56
1 * Colocation Space, Type: Cabinet, Unit: 20u	08/01/2015 <-> 08/31/2015	0.00
Total Internet Services Charges		669.56

Total Current Charges **669.56**



Billing Summary

City of Garden Grove
 ATTN: Verna Espinoza
 11222 Acacia Parkway
 Garden Grove, CA 92840

Customer # 25131
 Invoice # 108061
 Invoice Date: 07/01/2015
 Due Date: 07/31/2015
 Cust. Ph. # (714)741-5098

DESCRIPTION

Previous Month's Balance
 Adjustments/Credits (see detail page)
 Payments Received Since Last Invoice
 Current Charges (see detail page)

Total Due

AMOUNT

645.65
 0.00
 (645.65)
 669.56
669.56

783 9983 42080					
FND	FIC	OBJECT	GP	TSK	PROJ
108061			151635		
INVOICE #			PO #		
96456			\$669.56		
VENDOR #			AMOUNT		
[Signature]			7-7-15		
APPROVED			DATE		

AIS BusinessCloud1: Your Virtual Data Center
 Learn more at www.americanis.net

Any Questions? Contact American Internet Services Accounting.
 Phone: 858-576-4272 x428 E-mail: billing@americanis.net

Wire Payment Instructions

Account Name: American Internet Services
Bank: JPMorgan Chase
 1 Chase Plaza
 New York, NY 10081

Account Number: 222601717
ABA Number: 021000021

Each time you or anyone who pays your bill sends a check with this payment coupon, you authorize us to process that payment by electronic debit to your account. Your checking account may be debited in the amount on the check and that check will be destroyed.



MASTER SERVICES AGREEMENT

This Master Services Agreement ("Agreement") is entered into to be effective as of the 13th day of November 2013 ("Effective Date"), by and between American Internet Services, LLC, a Delaware limited liability company with its principal place of business at 9305 Lightwave Avenue, #100, San Diego, California 92123 ("AIS"), and The City of Garden Grove with its principal place of business at 11222 Acacia Parkway, Garden Grove, CA 92840 ("Client").

NOW THEREFORE, in consideration of the mutual covenants contained in this Agreement, the parties, intending to be legally bound, agree as follows:

1. SERVICES.

a. Services Generally. AIS shall perform those services more particularly described in one or more attached Service Orders (collectively, "Service Orders" and individually, a "Service Order"), each to be attached to this Agreement as Exhibit "A-1," "A-2," and so on. The initial Service Order is attached hereto as Exhibit "A-1" and shall be incorporated herein by reference. AIS hereby agrees to perform such services described in the Service Order(s) ("Services") upon the terms and conditions set forth in this Agreement and the applicable Service Schedules contain the service level agreements ("SLA's") and the terms and conditions relating to those SLA's, which are attached hereto as Exhibits "B-1" and "B-2."

b. Changes. Client may request changes to the Services agreed upon in a previously executed Service Order by submitting a new proposed Service Order replacing the prior Service Order. AIS and Client shall thereafter work together to draft a mutually agreeable Service Order. Only Service Orders that are duly executed by both AIS and Client shall be effective and binding on the parties. The Service Orders attached to this Agreement are intended to define the scope and nature of the particular Services to be provided. If any provision of the Service Order conflicts with any provision set forth in this Agreement, the provisions of the Service Order shall control.

2. PAYMENT TERMS.

a. Generally. All monthly recurring charges ("MRC's") shall be payable in advance on a monthly basis and all charges based on usage shall be billed monthly in arrears. All payments shall be due within thirty (30) days from the date of each invoice ("Due Date"). Billing for each Service shall commence on the "Service Commencement Date" as set forth on the applicable Service Order. All installation or other non-MRC charges shall be due in accordance with the terms of the applicable Service Order. Interest shall accrue at a rate of 1.5% per month on all fees and charges not paid by the Due Date. Notwithstanding any other provision to contrary and not more than once per calendar year, AIS may increase the charges applicable to the Services provided hereunder in an amount not to exceed the latest annual increase in the Consumer Price Index, specifically, the U.S. Department of Labor, Bureau of Labor Statistics "All Items Consumer Price Index for All Urban Consumers (CPI-U) for the U.S. City Average." Such increases shall be effective upon the date set forth in AIS' written notice thereof to Client. The foregoing shall not limit AIS' ability to increase charges otherwise set forth in a duly-executed Service Order.

b. Cost Increases. Upon reasonable advance notice, AIS shall have the right to increase fees charged for power and connectivity in direct proportion to the increases imposed on AIS by its providers



of power and connectivity. Upon request, AIS shall provide Client with evidence of such power or connectivity cost increases.

c. Billing Disputes. To dispute a charge on an invoice, Client shall identify the specific charge in dispute and provide written explanation of the basis of the dispute by the Due Date (a "Formal Dispute"). The parties shall work in good faith to resolve the disputed charge. If AIS determines that the disputed charge was properly billed to Client, Client shall have ten (10) days following such determination to pay said charge.

d. Interruption of Service. Unless there is a Formal Dispute pending, AIS reserves the right to interrupt the provision of Services in the event that Client fails to pay its invoice within fifteen (15) days of its Due Date. Prior to any interruption of Services, AIS shall provide Client with no less than twenty-four (24) hours notice. AIS may interrupt the provision of Services to Client upon twenty four (24) hours notices in the event that Client violates the AIS Accepted Use Policy ("AIS AUP") (as found at www.americanis.net).

e. Optional Security Deposit. AIS may, upon thirty (30) days' prior notice, require a deposit from Client in the amount of one (1) month's MRC (as set forth in the applicable Service Order) if Client has failed to pay its invoice by the Due Date three (3) times in any twelve (12) month period or if there has been a material, adverse change in its financial condition.

f. Taxes. Client shall be responsible for paying all taxes, fees, assessments and other charges imposed on Client by any federal, state or local government agency that may result from this Agreement, or any of the activities contemplated hereunder (other than taxes relating to the income of AIS).

3. TERM AND TERMINATION.

a. Term. The "Term" of this Agreement shall commence on the Effective Date and continue until terminated as set forth below. Each Service Order shall identify a "Service Term" that is applicable solely to the Services provided under that Service Order.

b. Termination by Either Party. Either party may terminate this Agreement and/or one or more Service Orders upon thirty (30) days' prior written notice to the other party in the event of a material, uncured breach of this Agreement or the applicable Service Orders, or in the event of a non-mitigated Force Majeure Event (as defined below). Upon receipt of said termination notice, the breaching party shall have thirty (30) days to cure said breach.

c. Termination by Client. Client shall have the right to terminate this Agreement and/or one or more Service Orders for convenience upon the payment of a cancellation fee equal to the total sum of all fees due under the applicable Service Orders for the remainder of the applicable Service Term(s). Notwithstanding the above, if Client wishes to terminate an ordered Service prior to its delivery, Client shall pay to AIS a cancellation fee equal to one (1) month's projected MRC, plus all out of pocket costs incurred by AIS.

d. Termination by AIS. AIS shall have the right to immediately terminate this Agreement without liability upon written notice to Client in the event that (i) AIS is forced to interrupt Services to Client on more than one (1) occasion in any six (6) month period due to Client's failure to timely fulfill



its payment obligations; or (ii) AIS is unable to relocate Client following an event of damage or destruction rendering the Premises or Colocation Space (as those terms are defined in the Service Order) or Eminent Domain; or (iii) violation of the AIS AUP.

4. REPRESENTATIONS AND WARRANTIES

a. Representations and Warranties of AIS. AIS represents and warrants that (i) it is in good standing with all applicable local, state and federal agencies, (ii) the person executing this Agreement on behalf of AIS is authorized to bind AIS to the terms and conditions contained herein, (iii) all Services performed under this Agreement and the Service Orders attached hereto shall be performed in good workmanlike manner consistent with the best practices within the industry, (iv) the Services provided hereunder shall comply with all applicable laws and regulations, and (v) it has and will maintain insurance in satisfaction with the requirements set forth in Section 6.

b. Representations and Warranties of Client. Client represents and warrants that (i) it is in good standing with all applicable local, state and federal agencies, (ii) the person executing this Agreement on behalf of Client is authorized to bind Client to the terms and conditions contained herein, (iii) Client's business and its use of the Services provided hereunder do not and will not operate in any manner that would violate any applicable law or regulation or the AIS AUP, and (iv) it has and will maintain insurance in satisfaction with the requirements set forth in Section 6.

5. **DISCLAIMER OF WARRANTIES.** EXCEPT AS SET FORTH IN ONE OR MORE SERVICE ORDERS ATTACHED HERETO, THE SERVICES, ANY EQUIPMENT, ANY SOFTWARE AND ANY AND ALL OTHER MATERIALS PROVIDED BY AIS IN CONNECTION WITH THIS AGREEMENT AS WELL AS ANY ATTACHED SERVICE ORDER ARE PROVIDED WITHOUT ANY WARRANTIES OR REPRESENTATIONS OF ANY KIND, WHETHER STATUTORY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, WARRANTIES OF TITLE, NONINFRINGEMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, COMPLETENESS OR ANY RESULTS TO BE ACHIEVED HEREFROM. AIS MAKES NO REPRESENTATIONS CONCERNING THE COMPATIBILITY OF SOFTWARE OR EQUIPMENT OR ANY RESULTS TO BE ACHIEVE THEREFROM OR THAT ANY SERVICE WILL BE FREE FROM LOSS OR LIABILITY ARISING OUT OF ANY THIRD PARTY TECHNOLOGY, HACKING OR SIMILAR ACTIVITY, OR ANY ACT OR OMISSION OF THE CLIENT INCLUDING FAILURE TO ENCRYPT OR BACKUP.

6. **INSURANCE.** Each party shall carry and maintain during the Term of this Agreement and any and all applicable Service Terms, at its own cost and expense, commercial general liability insurance with limits as follows: \$1,000,000 per occurrence and \$2,000,000 aggregate. Client shall name AIS as an additional insured and provide evidence of same upon request.

7. **LIMITATION ON LIABILITY.** Neither party, nor any of its affiliates, employees, contractors, suppliers or agents, shall be liable for any indirect, incidental, special reliance, punitive or consequential damages, including, without limitation, any lost of imputed profits or revenues, lost data, damages to software or firmware, or cost of procuring or transitioning to substitute services, regardless of the legal theory under which such liability is asserted, and regardless of whether a party had been advised of the possibility of such liability. Except for Client's payment obligations hereunder, the total aggregate liability of each party arising under this Agreement shall be limited to twelve (12) times the MRC paid or payable in the month preceding the date in which the claim arises.



8. **CONFIDENTIALITY.** Each party acknowledges that, in the course of the performance of this Agreement, it (the "Receiving Party") may have access to information and communications, including proprietary information claimed to be unique, secret, confidential and which constitutes the exclusive property and trade secrets of the other party ("Confidential Information"). Except as provided in the AIS AUP, each party agrees to maintain the confidentiality of the Confidential Information and to use the Confidential Information only to the extent necessary for legitimate business uses in connection with this Agreement. Upon request of either party or on termination or expiration of this Agreement, each party shall return the Confidential Information of the other party then in its possession. Nothing in this Agreement shall prohibit or limit either party's use of information which (a) is now, or hereafter becomes, publicly known or available through lawful means; (b) is rightfully in Receiving Party's possession, as evidenced by Receiving Party's records; (c) is disclosed to the Receiving Party without confidential or proprietary restriction by a third party who rightfully possesses and rightfully discloses the information; (d) is independently developed by the Receiving Party without any breach of this Agreement; or (e) is the subject of a written permission to disclose provided by the Disclosing Party. Client further agrees and acknowledges that AIS may disclose Client account information in accordance with the AIS AUP.

Client agrees not to disclose to any third party the terms and conditions contained in this Agreement or any Service Order.

9. **INDEMNIFICATION.** Each party agrees to defend, indemnify and hold the other party harmless from third party claims, losses, damages, liabilities, costs and expenses, including, without limitation, reasonable attorneys' fees and costs arising from the breach of an express obligation under this Agreement and/or any attached Service Order. The indemnifying party's obligation to provide indemnification hereunder shall be subject to the other party (i) providing the indemnifying party with prompt written notice of the claim, provided, however, that the failure to provide timely notice shall not render this provision enforceable to the extent that such delay has not caused prejudice to either party; (ii) giving the indemnifying party sole control over the defense or settlement of the claim so long as the indemnifying party has reviewed the claim and provides written confirmation within ten (10) days of receipt of notice that indemnifying party is 100% responsible for the claim and will not seek contribution from the other party; and (iii) providing the indemnifying party with reasonable assistance, at indemnifying party's expense, in the defense or settlement of the claim. If the other party elects to retain separate counsel, because the indemnifying party elects not to provide written confirmation that it is 100% responsible for the claim and will not seek contribution from the other party or for any other reason, it shall be at its own expense. If it is later determined by a court of competent jurisdiction, that the other party is not responsible for any portion of the claim, the indemnifying party shall reimburse the other party for all of its costs and expenses, including attorney's fees, related thereto, including the defense of any contribution claim.

10. **DATA SECURITY.** Notwithstanding any of the Services provided under any Service Order attached hereto, Client is responsible for its data and, except as otherwise expressly agreed in one or more Service Orders, for the backup thereof. AIS shall not be liable to Client for hacking or similar malicious activity by any third party.

11. **NON-SOLICITATION.** Each party agrees that during the Term of this Agreement, and for a period of one (1) year after the date of expiration or termination of this Agreement, it will not hire any employee of the other party who was involved with the provision of the Services under this Agreement or any Service Order. In the event that a party elects to hire an employee of the other party within such



timeframe, that party agrees to pay the other party a pecuniary amount equal to one (1) year of the employee's annual salary earned during the preceding year. The restrictions contained in this paragraph regarding non-solicitation of employees will not apply in the case of an employee who responds (without specific solicitation) to a general solicitation through newspapers or other publications of general circulation, placement agencies or similar means.

12. GENERAL TERMS AND CONDITIONS

a. Force Majeure. A "Force Majeure Event" means any act or event, whether foreseen or unforeseen that prevents a party (the "Nonperforming Party"), in whole or in part, from performing its obligations or satisfying any conditions to the Nonperforming Party's obligations under this Agreement or any Service Order, and is beyond the reasonable control or and not the fault of the Nonperforming Party, and the Nonperforming Party has been unable to avoid or overcome by exercise of due diligence. In furtherance of the definition of a Force Majeure Event and not in limitation of that definition, each of the following acts or events is deemed to meet the requirements of this subsection and to be a Force Majeure Event: war, flood, lightning, drought, earthquake, fire, volcanic eruption, landslide, hurricane, cyclone, typhoon, tornado, explosion, civil disturbance, act of God or the public enemy, terrorist act, military action, epidemic, famine or plague, shipwreck, action of a court or public authority, or strike, work-to-rule action, go-slow, or similar labor difficulty, each on a industry-wide, region-wide or nationwide basis. The Nonperforming Party shall not be liable for any loss or delay resulting from any Force Majeure Event and any payment or delivery date shall be extended to the extent of any such delay resulting from the Force Majeure Event.

b. Binding on Successors and Assigns. The provisions of this Agreement and each Service Order shall be binding upon and inure to the benefit of each of the parties and their respective successors and assigns. Nothing expressed or implied in this Agreement is intended, or shall be construed, to confer upon or give any person, partnership, or corporation, other than the parties, their successors and assigns, any benefits, or rights under or by reason of this Agreement or any Service Order, except to the extent of any contrary provision herein contained.

c. Relationship of Parties. This Agreement shall not create an employer-employee relationship, a partnership, joint venture or other agency relationship between the parties. AIS and Client are independent entities contracting for the Services specified under this Agreement and the attached Service Orders. All personnel used by AIS to perform the Services required under this Agreement shall be deemed the employees, agents or independent contractors of AIS only. AIS shall be solely responsible for compliance with all tax, insurance and labor laws applicable to the fees paid to AIS under this Agreement. Neither party shall have the right, power or authority to create any contract or obligation, or make any commitments, express or implied, on behalf of, in the name of or binding upon the other party.

d. Assignment. This Agreement and the rights and obligations hereunder shall not be assigned or otherwise transferred by either party without the prior written consent of the other party. Notwithstanding the foregoing, either party may transfer or assign this Agreement in connection with a bona fide sale of all or substantially all of its assets to an independent third party.

e. Notices. All notices, requests, instructions, consents and other communications to be given under this Agreement shall be in writing and shall be deemed received the earlier of: (i) on the day of hand delivery, (ii) on the day of facsimile with confirmation, or (iii) on the day of the actual delivery by United Parcel Service, Federal Express, DHL Couriers or other delivery service of equal or superior



reputation and which provides for proof of delivery from a disinterested party. Notice shall be sent to the parties at the following locations:

If to AIS:

American Internet Services, LLC
Attn: Greg Rollet, CEO
9305 Lightwave Drive, #100
San Diego, CA 92123
Phone: (858) 576-4272 ext 145
Fax: (858) 427-2401

With a courtesy copy, which shall not constitute notice, to:

Matthew W. Deen, Esq.
KEHR LAW, APC
550 West C Street, Suite 1150
San Diego, CA 92101
Office: (619) 436-5500
E-mail: matt@kehrlaw.com

If to Client:

City of Garden Grove
Attn: Anand Rao
11222 Acacia Parkway
Garden Grove, CA 92840
Phone: (714) 741-5098
Fax: _____

f **Waiver.** The parties may not amend or waive any provision of this Agreement or any Service Order, except pursuant to a writing executed by the party or parties against whom any amendment or waiver is sought to be enforced. No failure or delay in exercising any right or remedy or requiring the satisfaction of any condition, and no course of dealing between the parties, shall operate as a waiver or estoppel of any right, remedy or condition. A waiver made in writing on one occasion is effective only in that instance and only for that purpose that it is given and is not to be construed as a waiver on any future occasion or against any other person. To the extent any course of dealing, act, omission, failure, or delay in exercising any right or remedy under this Agreement or any Service Order constitutes an election of an inconsistent right or remedy, that election does not constitute a waiver of any right or remedy, or limit or prevent the subsequent enforcement of any contract provision. No single or partial exercise of any right or remedy under this Agreement or any Service Order precludes the simultaneous or subsequent exercise of any other right or remedy. The rights and remedies of the parties set forth in this Agreement or any Service Order are not exclusive of, but are cumulative to, any rights or remedies now or subsequently existing at law, in equity, or by statute.



g. Severability. If any provision of this Agreement or any Service Order is determined to be invalid, illegal or unenforceable, the remaining provisions shall remain in full force and effect, if the essential terms and conditions of this Agreement for both parties remain valid, legal and enforceable. If any essential provision is held invalid, illegal or unenforceable, the parties shall negotiate in good faith to modify this Agreement or the applicable Service Order to fulfill, as closely as possible, the original intents and purposes of this Agreement or the applicable Service Order.

h. Governing Law/Venue. This Agreement, any Service Orders, including, but not limited to, their validity, interpretation, construction, performance and enforcement, shall be construed in accordance with and governed by the laws of the State of California (without giving effect to its conflicts of law principles). Any party bringing a legal action or proceeding against the other arising out of or relating to this Agreement, any Service Order, or the transactions they contemplate, shall bring the legal action or proceeding in federal or state courts located in San Diego County, California. Each party consents to the exclusive jurisdiction of said courts for the purpose of all legal actions and proceedings arising out of or relating to this Agreement, the Service Orders, or the transactions they contemplate. Each party agrees that the exclusive choice of forum set forth in this Section does not prohibit the enforcement of any judgment obtain in that forum or any other appropriate forum. Each party waives, to the fullest extent permitted by law, any objection which it may now or later have to the venue agreed upon herein, and any claim that any action or proceeding brought in any such court has been brought in an inconvenient forum.

i. Merger/Integration. This Agreement and any Service Orders entered into in connection with this Agreement contain the entire agreement between the parties and represent the complete and exclusive expression of the parties' agreement on the matters between the parties. All prior and contemporaneous negotiations and agreement between the parties on matters contained in this Agreement are expressly merged into and superseded by this Agreement. The provisions of this Agreement and/or any Service Order may not be explained, supplemented, or qualified through evidence of trade usage or prior course of dealings. In entering into this Agreement, neither party has relied upon any statement, representation, warranty, or agreement of the other party except for those expressly contained in this Agreement or a Service Order. There are no conditions precedent to the effectiveness of this Agreement other than those expressly stated herein.

j. Execution/Counterparts. This Agreement as well as any Service Order may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same document. The parties additionally acknowledge and agree that this Agreement and any Service Order may be executed and delivered by facsimile or email. At such times as each of the parties has a facsimile copy of this Agreement and/or any Service Order, and/or counterparts thereof, containing the signatures of all of the parties, this Agreement and/or the applicable Service Order shall be treated as having been fully executed and delivered for all purposes.

k. No Publicity. Neither party shall use, publicize, or issue any press release which includes the name, trademarks, or other proprietary identifying symbol of the other party or its affiliates, without the prior written consent of such other party.

l. No Photographs. Client may not photograph, or electronically or otherwise reproduce any part of the interior of the Premises, without AIS' prior written permission.



m. Attorneys Fees. Should it be necessary to institute any action to enforce the terms of this Agreement or any Service Order, the parties hereby agree that the prevailing party in any such action shall be entitled to recover its reasonable attorneys' fees, as well as all costs of the action, including, but not limited to court or arbitration tribunal costs, filing fees, exhibit fees, forensic consultant fees, litigation support costs and expert witness fees. Further, recoverable attorney fees and costs shall include the costs for such items for any appeals. This paragraph shall remain independent from any judgment entered to enforce its terms, shall not merge therewith, and shall entitle the prevailing party to attorneys fees and costs incurred in connection with post judgment collection and enforcement efforts.

[SIGNATURES TO APPEAR ON FOLLOWING PAGE]



IN WITNESS WHEREOF, the parties enter into this Agreement as of the Effective Date.

AIS:

American Internet Services, LLC

By: *Greg Rollet*

Name: *Greg Rollet*

Title: *CEO*

Date: *12/13/13*

CLIENT:

City of Garden Grove

By: *Matthew Ferial*

Name: *Matthew Ferial*

Title: *City Manager*

Date: *12-12-13*

ATTEST: *Teresa Pomeroy*

TERESA POMEROY
Deputy City Clerk
City of Garden Grove

DATED: *12/12/13*

APPROVED AS TO FORM:

James H. Eggart

JAMES EGGART
Deputy City Attorney
City of Garden Grove

DATED: *12-12-13*



CITY OF GARDEN GROVE
SERVICE ORDER 1
DATED NOVEMBER 13, 2013

1. CLIENT CONTACT INFORMATION.

a. Billing Contact

Name: _____
Address: _____
Email: _____
Phone: _____
Fax: _____

b. Primary Technical Contact

Name: _____
Address: _____
Email: _____
Phone: _____
Fax: _____

c. Secondary Technical Contact

Name: _____
Address: _____
Email: _____
Phone: _____
Fax: _____

2. SERVICE ORDER. Subject to the terms and conditions set forth in the Agreement and the Service Schedules, Client orders and AIS agrees to provide the following services ("Services"):

a. **Colocation Space.** Client will be permitted to use (1) 20U Half Cabinet for the Client Equipment (as defined herein), which will be billed at a rate of \$0.00 per month ("Colocation Space"), which shall be located in the data center located at 8913 Complex Dr, San Diego, CA 92123 ("Premises").

b. **Service Term and Renewals.** The Service Term of this Agreement shall commence when the services are made available to the client ("Service Commencement Date") and continue for 24 months ("Service Term"). If Client wishes to allow the Service Term to expire without renewing, Client



shall provide AIS with no less than thirty (30) days prior notice so that AIS can coordinate with Client the de-installation and removal of Client's Equipment from the Colocation Space in a timely fashion. Should Client decline to renew this Service Order and notwithstanding the expiration of the Service Term, Client shall be required to pay a fee to be negotiated by the parties for any additional services provided by AIS related to the de-installation and/or removal of Client's Equipment and for any duration in which Client continues to occupy all or any portion of the Colocation Space. Should Client elect to renew this Service Order without term, this Service Order shall renew on a month-to-month basis at rates equal to the rates paid by Client in the month immediately preceding the expiration of the Service Term plus twenty percent (20%) ("Renewal Term"). AIS reserves the right to increase the rates charged to Client on 30 days' prior notice. Each party shall have the right to terminate this Service Order during the Renewal Term upon 30 days' prior notice.

c. **Bandwidth.** Client will be billed for 100 Mbps of bandwidth per month, which will be billed to Client at a rate of \$0.00 per month. If Client's bandwidth usage exceeds the 95th percentile of the committed amount, additional bandwidth will be billed at a rate of \$295.00 per Mbps per month. At any time, Client may increase the monthly bandwidth commitment to avoid the bandwidth overage charge. An increase in the monthly bandwidth commitment will require a corresponding proportional increase in monthly fees.

d. **Redundant Bandwidth, Hot Standby Routing Protocol (HSRP).** (check one)

Client elects redundant 100 Mbps Ethernet connections from redundant routers at a rate of \$49.00 per month.

Client elects redundant 1 Gbps Ethernet connection from redundant routers at a rate of \$149.00 per month.

X Client elects not to utilize redundancy.

e. **Power:**

(i) Redundant. (check one)

Client elects not to purchase redundant power circuits and acknowledges that without redundant power circuits, there will be a single point of failure and all covenants made by AIS related to power will be inapplicable to Client.

Client elects to purchase the following active redundant power circuits at the following rate:

(1) 120VAC 30Amp A+B Primary/Redundant Circuit Pair for \$499.00 per month.

f. **IP Addresses.** Client will be permitted to use 32 IP addresses for \$48.00 per month during the Term of this Agreement. Client shall submit an IP Allocation Form to AIS. AIS reserves the right to bill Client for the additional IP addresses allocated to Client per the IP Allocation Form.



g. **Equipment.** AIS agrees to provide the following equipment to Client during the Service Term: (2) L5-30 PDUs ("AIS-Provided Equipment") at the following rates: \$0.00 no charge.

h. **Security Interest.** AIS may exercise a security interest in the client equipment, excluding client's intellectual property, if any, to secure payment of any charges due and payable by client.

i. **Set up and Build Out.** Client shall be obligated to pay AIS a non-refundable, one-time set up fee equal to \$0.00, which shall be billed to Client and will appear on Client's first invoice.

j. **Monthly Recurring Charge.** Subject to fee adjustments made from time to time by AIS as permitted under the Agreement, the total monthly recurring charge ("MRC") due to AIS is \$547.00.

k. **Payments Due to Begin Service.** Client shall be obligated to pay first month monthly recurring charge (MRC) and the set up and build out charge described in Section 2(i).

l. **Special Terms and Conditions.** N/A

m. **Summary of Services:**

- (1) 20U Private Locking Half Cabinet - \$0.00
- 100Mbps of AIS Premium Blend Bandwidth - \$0.00
- (1) /27 IP Block - \$48.00
- (1) 120VAC 30Amp A+B Circuit Pair - \$499.00
- (2) L5-30 PDUs - \$0.00
 - o Total Monthly Charge - \$547.00
 - o Total Non-Recurring Charge - \$0.00

3. **TERMINATION OF SERVICE ORDER.** This Service Order may be terminated as follows:

a. Termination Upon Termination of MSA. This Service Order shall be deemed automatically terminated upon the termination of the Agreement to which this Service Order is attached.

b. Termination by Either Party. Either party may terminate this Service Order upon thirty (30) days' prior written notice to the other party in the event of a material, uncured breach of this Service Order, or in the event of a non-mitigated Force Majeure Event. Upon receipt of said termination notice, the breaching party shall have thirty (30) days to cure said breach.

c. Termination by Client. Client shall have the right to terminate this Service Order for convenience upon the payment of a cancellation fee equal to the total sum of all fees due under Service Order for the remainder of the Service Term. Notwithstanding the above, if Client wishes to terminate an ordered Service prior to its delivery, Client shall pay to AIS a cancellation fee equal to one (1) month's projected MRC, plus all out of pocket costs incurred by AIS.

d. Termination by AIS. AIS shall have the right to immediately terminate this Service Order without liability upon written notice to Client in the event that (A) AIS is forced to interrupt Services to Client on more than one (1) occasion in any six (6) month period due to Client's failure to



timely fulfill its payment obligations; or (B) AIS is unable to relocate Client following an event of damage or destruction rendering the Premises or Colocation Space, or Eminent Domain.

AIS:

American Internet Services, LLC

By: *Greg Rollat*
Name: *Greg Rollat*
Title: *CEO*
Date: *12/13/13*

CLIENT:

City of Garden Grove

By: *Matthew Fortal*
Name: *Matthew Fortal*
Title: *City Manager*
Date: *12-12-13*

ATTEST: *Teresa Pomeroy*
TERESA POMEROY
Deputy City Clerk
City of Garden Grove
DATED: *12/12/13*

APPROVED AS TO FORM

James H. Eggart
JAMES EGGART
Deputy City Attorney
City of Garden Grove
DATED: *12-12-13*

Zimbra

vernae@ci.garden-grove.ca.us

Fwd: Insurance for American Internet Services (AIS)

From : Heidi Janz <heidij@ci.garden-grove.ca.us> Thu, Dec 12, 2013 10:04 AM
Subject : Fwd: Insurance for American Internet Services (AIS)
To : Verna Espinoza <vernae@ci.garden-grove.ca.us>
Cc : Anand Rao (anandr@ci.garden-grove.ca.us) <anandr@ci.garden-grove.ca.us>

Hi Verna,

Here's the e-mail about American Internet Services (AIS).

Heidi

From: "Heidi Janz" <heidij@ci.garden-grove.ca.us>
To: "Sandy Segawa" <sandras@ci.garden-grove.ca.us>
Cc: "Julie Hitchcock" <julieh@ci.garden-grove.ca.us>, "Anand Rao (anandr@ci.garden-grove.ca.us)" <anandr@ci.garden-grove.ca.us>, "Charles Kalil" <charlesk@ci.garden-grove.ca.us>, "James Eggart" <jeggart@wss-law.com>, "heidij" <heidij@garden-grove.org>
Sent: Wednesday, December 11, 2013 1:50:01 PM
Subject: Insurance for American Internet Services (AIS)

Hi Sandy,

The insurance for AIS was recently signed off, but the company contacted me today with concerns about the insurance language. They were prepared to walk away from the contract if insurance was required by the City. The contract was for an off site location for a secondary system to be used in the event of a disaster.

In speaking with Anand and Charles, the cost of the contract would be significantly higher if we went with another vendor, and this is a service that the City needs. The deal was done under a previous CEO, and it seems like AIS now wants out. The risk of the contract is low, particularly in relation to the risk of not having a secondary location for our systems. After speaking with Anand and Charles, I let AIS know that we'll move forward with the contract without the City's insurance language.

Thanks,

Heidi

Heidi Janz
Risk Management
City of Garden Grove
P.O. Box 3070
Garden Grove, CA 92842-3070

Phone: 714-741-5019

Fax: 714-741-5205

E-mail: heidij@garden-grove.org

Certificate E-mail: insurance@ci.garden-grove.ca.us

Zimbra

vernae@ci.garden-grove.ca.us

Requisition #151635 - Contract

From : Sandy Segawa <sandras@ci.garden-grove.ca.us> Wed, Nov 20, 2013 06:57 AM

Subject : Requisition #151635 - Contract

To : Anand Rao <anandr@ci.garden-grove.ca.us>

Cc : Verna Espinoza <vernae@ci.garden-grove.ca.us>

Reply To : Sandy Segawa <sandras@ci.garden-grove.ca.us>

Anand,

Once Heidi provides you with the insurance requirements, you will need to provide those requirements to the contractor and they will need to revise the contract to include the insurance. Once the contract is revised, the City Attorney will need to sign it. Verna is familiar with the process when using a vendor contract so she can help you through it.

Sandy

From: "Omar Sandoval" <OSandoval@wss-law.com>

To: "Anand Rao" <anandr@ci.garden-grove.ca.us>

Cc: "Tom Nixon" <tomn@ci.garden-grove.ca.us>, "Heidi Janz" <heidij@ci.garden-grove.ca.us>, "Sandy Segawa" <sandras@ci.garden-grove.ca.us>, "James H. Eggart" <JEggart@wss-law.com>

Sent: Monday, November 18, 2013 2:48:05 PM

Subject: RE: Requisition #151635 - Contract

Now I am afraid to ask any more questions. The price might just increase again. I see that the "/27" was industry jargon and not some decimal, binary or hexadecimal designation or nomenclature. I stand corrected.

I think that the items they revised are within your domain, Anand. The contract language is OK by us, subject to Heidi approving the insurance clause.

Thanks. Omar.

-----Original Message-----

From: Anand Rao [mailto:anandr@ci.garden-grove.ca.us]

Sent: Monday, November 18, 2013 2:22 PM

To: Omar Sandoval

Cc: Tom Nixon; Heidi Janz; Sandy Segawa; James H. Eggart
Subject: Fwd: Requisition #151635 - Contract

Omar,

Here is the updated contract and explanations.

Thanks for your help with this project.

Regards,

Anand

----- Forwarded Message -----

From: "Josh Holen" <jholen@americanis.net>

Anand,

I just reviewed the contract and I think I see why there is some confusion on this contract. In the summary of services I had the total monthly recurring charge as \$499 when it should be \$547 (I forgot to include the charges for the IP space).

The summary now reads as follows:

- (1) 20U Private Locking Half Cabinet - \$0.00
- 100Mbps of AIS Premium Blend Bandwidth - \$0.00
- (1) /27 IP Block - \$48.00
- (1) 120VAC 30Amp A+B Circuit Pair - \$499.00
- (2) L5-30 PDUs - \$0.00
- o Total Monthly Charge - \$547.00
- o Total Non-Recurring Charge - \$0.00

This has a total contract value of \$13,128. The only items we are billing on this promotion is the power circuit pair and the IP addresses, everything else is no-cost.

Item 3: The promotion only applies for redundant power circuit pairs and you will not be able to get the promotional rate if you choose to purchase non-redundant circuits. In this case, your cost would actually increase by purchasing a single power circuit, it is in your best interest to take advantage of this offer.

Item 4: (1) /27 IP block is equal to 32 IP addresses (http://www.aelius.com/njh/subnet_sheet.html).

I have also attached an updated version of the MSA which has the correct total monthly recurring cost.

Please let me know if there are any other questions or concerns I need to address.

Thanks!

JH
