

## REPORT TO CITY COUNCIL

**DATE:** APRIL 23, 2014

**TO:** HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

**FROM:** GREG RAMIREZ, CITY MANAGER *GR*

**BY:** CHRISTY PINUELAS, DIRECTOR OF FINANCE *CP*

**SUBJECT:** REQUEST TO APPROVE AGREEMENT WITH KEY INFORMATION SYSTEMS FOR CONNECTIVITY AND COLOCATION SERVICES

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Key Information Systems (formerly ISWest) provides storage of servers (collocation) and internet service (connectivity) for the City. Their data storage facility is located directly across the street from the City and therefore provides the most convenient access to our equipment. The City has been utilizing this data storage facility since 2009. There are no comparable services located within the City, therefore staff is requesting that this service be sole source.

The proposed agreement is for a three year term. The City has used the services of Key Information Systems for the past year and found them to be reliable. Key Information Systems has maintained pricing at the level contracted for last year.

The proposed agreement has been reviewed by the City Attorney and approved as to form.

### RECOMMENDATION

Staff respectfully recommends the City Council approve the Agreement for connectivity and collocation services with the City of Agoura Hills and Key Information Systems to commence on August 1, 2014 for a three-year period.

Attachment: Key Information Systems agreement

# AGREEMENT ROUTING SLIP FOR

Key Information systems, Inc.

\_\_\_\_\_  
Consultant Name (\$25K and Over)

**Attached, please find (check one of the following boxes):**

- |   |   |
|---|---|
| <input type="checkbox"/> Standard Template with no changes<br>Complete Section 2 only | <input checked="" type="checkbox"/> Outside Agency Agreement<br>Complete Sections 1 and 2 |
| <input type="checkbox"/> Standard Template with changes<br>Complete Sections 1 and 2  | <input type="checkbox"/> Special Agreement<br>Complete Sections 1 and 2                   |

**Section 1 – Changes to template or insurance:** Receive Department Head approval to amend. Check with Risk Manager for insurance and/or template amendments. Risk Manager will authorize emailing City Attorney for template review and approval. Attach City Attorney email response (approval) to this slip.

- |  |  |
|--|--|
| <input checked="" type="checkbox"/> <u>CP</u> (Dept. Head Initials/Date)<br>Authorization to Amend Agreement       | <input type="checkbox"/> _____ (Risk Manager Initials/Date)<br>Approval to Forward to City Attorney      |
| <input checked="" type="checkbox"/> <u>hjt</u> (Risk Manager Initials/Date)<br>Insurance Amended (See Notes Below) | <input type="checkbox"/> _____ Staff Initials(From No. 1 Below)<br>City Attorney Email Approval Attached |
| <input checked="" type="checkbox"/> <u>hjt</u> (Risk Manager Initials/Date)<br>Template Amended (See Notes Below)  | <input checked="" type="checkbox"/> <u>CP</u> Staff Initials/Date<br>Other (See Notes Below)             |

**Section 2 – Signed agreement received from Consultant.** Sign/date and attach this routing slip to the proposed agreement and route to staff in the order listed below (i.e., 2-4). Submit the signed agreement, including the appropriate insurance and endorsement, with this completed routing slip, to the Risk Manager (insurance review/approval) who will forward to the City Clerk for final review/distribution. Agreements without the appropriate insurance attached will be returned to the department. A copy of the final agreement will be provided to the Consultant and the staff person (in Item No. 1 below)

- |   |  |
|---|--|
| 1. <u>Christina P. 4/16/14</u><br>Prepared by (Staff Name/Date)             | 2. <u>CP 4/16/14</u><br>Department Head - Date<br>(Authorization to forward to Risk Mgr/Clerk) |
| 3. <u>hjt 4/16/14</u><br>Risk Manager – Date<br>(Insurance Review/Approval) | 4. _____<br>City Clerk – Date<br>(Format Review/Final Distribution)                            |

**- FOR CITY CLERK USE ONLY -**

Year: \_\_\_\_\_ Month/Day: \_\_\_\_\_

Agreement/Insurance Received: \_\_\_\_\_

To City Attorney for Signatures: \_\_\_\_\_

To City Manager/Mayor for Signatures: \_\_\_\_\_

City Attorney Email/Scope Attached: \_\_\_\_\_

Distributed to Consultant/Staff: \_\_\_\_\_

Laserfiche/Log/Index/File: By: \_\_\_\_\_

Insurance Logged: By: \_\_\_\_\_

Notes:

- AMENDMENTS TO AGREEMENT ARE ACCEPTED

- INSURANCE IS ACCEPTED AS IS

**AGREEMENT FOR Key Information Systems, Inc.  
WITH THE CITY OF AGOURA HILLS**

<b>NAME OF CONSULTANT:</b>	Key Information Systems, Inc.
<b>RESPONSIBLE PRINCIPAL OF CONSULTANT:</b>	Attn: Bobby Bowers
<b>CONSULTANT'S ADDRESS:</b>	30077 Agoura Court, First Floor Agoura Hills, CA 91301
<b>CITY'S ADDRESS:</b>	City of Agoura Hills 30001 Ladyface Court Agoura Hills, CA 91301 Attn: City Manager
<b>PREPARED BY:</b>	Christy Pinuelas
<b>COMMENCEMENT DATE:</b>	August 1, 2014
<b>TERMINATION DATE:</b>	August 1, 2017
<b>CONSIDERATION:</b>	Annual Amount: \$49,200  Total Contract Price Not to Exceed: \$147,600

## TERMS AND CONDITIONS

**1. GENERAL, PAYMENT AND BILLING.** The following terms and conditions (this "Agreement") govern any sale by Key Information Systems Inc. (KeyInfo) here and after referred to KeyInfo of any products or services provided by KeyInfo to any person or entity that enters into a Sales Agreement with KeyInfo. Any preprinted terms contained or referenced on any purchase order or similar instrument submitted by Customer to KeyInfo, whether contradictory to the terms appearing herein or otherwise, are rejected by KeyInfo. Unless otherwise stated, KeyInfo bills monthly recurring service charges one month in advance, due on the first (1<sup>st</sup>) day of each month and past due on the tenth (10<sup>th</sup>). Service charges for an initial partial month will be pro-rated and billed on the first bill. Thereafter, fees for a full month are due if service is provided in any part of a month. All fees are non-refundable except as provided herein. Any order for services is subject to credit approval by KeyInfo in its sole discretion, and KeyInfo may condition its approval by requiring advance payments, deposits, personal guaranties or other security.

**2. TERM.** The term of this Agreement shall be three (3) years, commencing August 1, 2014 or on the date on which any of the services are first functioning (the "Start Date"). The services will be deemed to be functioning when any of the following has occurred: (a) with respect to T-1, DSL or similar services, a circuit is terminated at Customer's premise and is able to pass data traffic end to end regardless of the condition of Customer's internal network/computer equipment, (b) with respect to firewalls, once the firewall is installed at Customer's premises and is able to pass data traffic in and out regardless of the condition of Customer's internal network/computer equipment, or (c) with respect to co-location services, notification is provided to Customer that space, power and IP addresses are available to Customer at

KeyInfo's facilities. The term shall continue for the period referenced in each Sales Agreement and the termination of one Sales Agreement shall not affect the applicability of this Agreement to any other Sales Agreement in effect. If written notice of termination is not delivered to KeyInfo at least 30 days before expiration of the term, then this Agreement shall continue in effect on a month-to-month basis until terminated by either party upon 30 days advance written notice, and KeyInfo may charge Customer for all services provided at KeyInfo's then prevailing rates for month-to-month services.

**3. TERMINATION.** Either party may terminate this Agreement effective as of the end of the term described in Section 2 upon 30 days advance written notice. KeyInfo may terminate, suspend or reduce service to Customer at any time, at KeyInfo's sole discretion and without obligation of prior notice, if Customer's account becomes past due, if Customer breaches this Agreement, if Customer or any employee or agent of Customer breaches KeyInfo's Acceptable Use Policy published at: [www.iswest.com](http://www.iswest.com), or if Customer violates any applicable law. KeyInfo may also terminate this Agreement upon written notice in the event that a Force Majeure Event (as defined below) prevents KeyInfo from performing its obligations hereunder, in which case, Customer shall have no claim against KeyInfo for any relocation expense or loss of business or other loss or damage. Customer may terminate this Agreement at any time upon 30 days advance written notice. Customer shall be liable for any third party charges incurred by KeyInfo in order to complete Customer's request to terminate prior to the end of the Term or any extension thereof. If KeyInfo agrees to reactivate service after any termination or suspension of service, KeyInfo may require payment of a \$150 reactivation charge for each service reactivated, together with all past due amounts, early termination fees and other applicable charges.

**4. CUSTOMER RESPONSIBILITIES AND COVENANTS.** Customer is responsible for all work and related costs on Customer's internal network/computer equipment, which may be required to complete the installation or use of any circuit. Customer is responsible to protect all account passwords and for all use of Customer's account whether or not authorized. Customer shall comply with all rules regarding networks that Customer accesses via KeyInfo's services. Customer acknowledges that information that is confidential should not be transmitted over or reside on any computer connected to the Internet. Customer shall not transmit or make available via the Internet any material that is illegal, libelous, tortious, or may result in action against KeyInfo or any KeyInfo Customer. Customer shall not use any KeyInfo equipment, electronic mail address or KeyInfo service to send or to facilitate anyone sending unsolicited email, commercial or otherwise, including, without limitation, mass emailings from another service, except in accordance with applicable laws, and provided that all such email shall (a) comply with all elements of the federal CAN-SPAM Act of 2003, (b) only be sent to recipients that have voluntarily registered to receive emails from Customer, (c) contain Customer's physical mailing address, and (d) contain a link or instructions that allow recipients to remove themselves from Customer's email distribution list. Customer shall not use KeyInfo service in any way that is unlawful or violates any right of any person or entity. Customer shall not resell the service or any bandwidth to any third party whether or not in Customer's building, without KeyInfo's prior written approval. Customer shall not engage any third party to provide any services to Customer at KeyInfo's facilities without KeyInfo's prior written approval. Additionally, Customer shall not, without the prior written consent of KeyInfo, make or permit, directly or indirectly, Ethernet connections between Customer's computers, patch panels or equipment, or any KeyInfo equipment, and any computers, patch panels or equipment owned or controlled by third parties that are also customers of KeyInfo. Customer

acknowledges and agrees that such cross-connection networking is subject to customary installation and monthly fees and is strictly prohibited without KeyInfo's prior written approval.

**5. SERVICE LEVEL AGREEMENT.** KeyInfo provides Service Level Agreements (SLAs) with some of its services. Any SLAs provided with this Agreement are subject to the terms herein and may be modified or terminated at any time in KeyInfo's sole discretion upon written notice to Customer. In the event of any conflict between an SLA and this Agreement, the terms in this Agreement shall control. Customer acknowledges that KeyInfo may schedule system upgrades, repairs and/or maintenance affecting the service by providing Customer with 30 days prior notice, provided that KeyInfo shall have no obligation to provide Customer with any notice in the event of any emergency upgrades, repairs and/or maintenance. Customer further acknowledges that such upgrades, repairs and/or maintenance may interfere with Customer's access to the services.

**6. REFUND.** If this Agreement is terminated, KeyInfo may refund the price of equipment returned in new resalable condition, less a 10% restocking fee and other ancillary charges, and any remaining portion of prepaid monthly service charges, pro-rated daily. All other payments are non-refundable.

**7. HARDWARE, EQUIPMENT AND SOFTWARE.** If KeyInfo provides equipment or software to Customer pursuant to this Agreement or otherwise, the following shall apply: CUSTOMER ACKNOWLEDGES AND AGREES THAT KEYINFO IS NOT THE MANUFACTURER OF THE EQUIPMENT OR conflict of laws principles. In any litigation or WARRANTIES MADE WITH RESPECT TO THE EQUIPMENT OR SOFTWARE ARE THOSE MADE BY THE MANUFACTURER. KEYINFO SHALL HAVE NO OBLIGATION TO CUSTOMER IN THE EVENT THAT ANY KEYINFO EQUIPMENT, SOFTWARE OR

HARDWARE, OR UPGRADES TO SUCH EQUIPMENT, SOFTWARE OR HARDWARE, INTERFERES, DISRUPTS OR HARMS CUSTOMER'S EQUIPMENT, SOFTWARE OR SOURCE CODE, AND CUSTOMER ASSUMES ALL RISK IN CONNECTION THEREWITH. KEYINFO MAKES NO WARRANTIES, WHETHER WRITTEN, ORAL, EXPRESS OR IMPLIED, WITH RESPECT TO THE EQUIPMENT OR SOFTWARE. KEYINFO HEREBY EXPRESSLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. CUSTOMER ACKNOWLEDGES AND AGREES THAT THE MANUFACTURERS OF THE EQUIPMENT AND SOFTWARE MAY, IN THEIR SOLE DISCRETION, PROVIDE WARRANTIES WITH THE EQUIPMENT AND SOFTWARE, AND THAT KEYINFO SHALL HAVE NO OBLIGATION OR DUTY WITH RESPECT TO SUCH WARRANTIES. Except as otherwise agreed in writing, any equipment or software that KeyInfo makes available for use by Customer is made available by license from KeyInfo (or its third party vendors) and is not sold or leased to Customer. Customer's use of such equipment and software shall be subject to such restrictions that KeyInfo (or the third party vendors) may implement from time to time. KeyInfo (or its third party vendors) may revoke such license at any time, in its (or their) sole and absolute discretion. KeyInfo will use commercially reasonable effort to maintain its own equipment and software, and will repair or replace any defective equipment that belongs to KeyInfo. Customer is responsible for its software and configuration of such software used in connection with KeyInfo's equipment.

**8. INDEMNITY.** KeyInfo shall defend, indemnify, and hold the Customer, its officials, officers, employees, agents and independent contractors serving in the role of City officials, and volunteers (collectively "Indemnitees") free and harmless from any and all claims, demands, causes of action, proceedings, costs, expenses, liabilities, losses, damages or injuries, in law or equity, to property or persons, including wrongful death (collectively

"Claims"), in any manner arising out of or incident to any acts or omissions of KeyInfo, its officials, officers, employees, agents or sub-contractors in connection with the performance of this Agreement, including without limitation the payment of all consequential damages, attorneys' fees, and other related costs and expenses, except for such Claims arising out of the sole negligence or willful misconduct of the Indemnitees. With respect to any and all such Claims, KeyInfo shall defend Indemnitees at KeyInfo's own cost, expense, and risk and shall pay and satisfy any judgment, award, or decree that may be rendered against Indemnitees. KeyInfo shall reimburse Indemnitees for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. KeyInfo's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by KeyInfo or Indemnitees. All duties of KeyInfo under this Section shall survive termination of this Agreement.

**9. INSURANCE DISCLAIMER.** KeyInfo shall have no obligation to insure and shall not be responsible for loss or damage to property of any kind owned or leased by Customer or its employees, contractors or agents.

**10. CUSTOMER INSURANCE.** If Customer receives co-location services, Customer shall continuously maintain, at Customer's expense, (a) Comprehensive General Liability Insurance of at least One Million U.S. Dollars (\$1,000,000) per occurrence for bodily injury and property damage, (b) Property Damage and Loss Insurance sufficient to replace any equipment owned, leased or licensed to Customer; (c) Employer's Liability Insurance of at least Five Hundred Thousand U.S. Dollars (\$500,000) per occurrence, and (d) Worker's Compensation in at least the amount required by law. Customer shall also cause KeyInfo to be named as an additional insured on the policies described in (a) and (b) above. Any insurance policy covering equipment against loss or physical damage shall include a waiver of subrogation rights, and Customer hereby

waives Customer's rights against KeyInfo and the landlord of the KeyInfo building and each of their respective owners, managers, directors, officers, employees, contractors and agents, with respect to any and all loss or physical damage to Customer's property that is covered by any insurance policy. Customer shall require all of its vendors, consultants and subcontractors that enter KeyInfo's premises on behalf of Customer, or that have access to KeyInfo's equipment or property on behalf of Customer, to maintain the same type of insurance that Customer must maintain pursuant to this section. Promptly after KeyInfo's request, Customer shall provide KeyInfo with reasonable evidence of its insurance, and any insurance maintained by Customer's vendors, consultants or subcontractors.

**11. IP ADDRESSES.** Unless otherwise agreed with KeyInfo in writing attached to this Agreement, as soon as possible after service ends, but in any event within 30 days after service ends, regardless of why service ends, Customer shall immediately execute all documents, pay all third party charges and take all other action needed or requested by KeyInfo to return to KeyInfo all IP addresses issued by KeyInfo to Customer, if any. This 30-day period is to provide Customer reasonable time to obtain new IP addresses and permit any needed cooperation with the InterNIC or other provider CDIR program to manage router table expansion.

**12. MANAGED FIREWALLS.** All firewall equipment is owned and managed by KeyInfo unless otherwise agreed in writing. Customer will receive two (2) policy changes per month included as part of the basic managed firewall services. Policy changes must be submitted to KeyInfo using KeyInfo's official "IP Secure Policy Change Form" and delivered to KeyInfo via e-mail or facsimile. Additional policy changes may be provided for a fee of \$25 per policy change.

**13. CO-LOCATION.** Bandwidth provided in connection with co-location services is based on 95<sup>th</sup> percentile. KeyInfo calculates 95<sup>th</sup> percentile by capturing bandwidth usage values every five minutes during the course of the month. At the end of the month, the top five percent of values are discarded to avoid penalizing Customer for "short spikes" or atypical usage. After filtering the top five percent of bandwidth usage values, the next highest number represents Customer's 95<sup>th</sup> percentile number, or Customer's actual bandwidth usage. Customer shall not install any type of UPS (uninterrupted power supply) in their cabinet or rack, as KeyInfo's colocation facilities are already protected by UPS systems.

**14. ADSL AND DSL.** Actual speed delivered in connection with DSL services is based on availability and may require downgrading in some cases. If the only speed available is 144K and Customer's line must be downgraded as a result, installation may be delayed up to several weeks. The committed information rate (CIR) for ADSL service is 20% and DSL is 80% of the total speed.

**15. ACCESS.** Customer acknowledges and agrees that (a) Customer has not been granted any rights or interests in real property pursuant to this Agreement, and (b) Customer shall have no right to access KeyInfo's facilities without KeyInfo's prior consent and in accordance with such security policies and procedures that KeyInfo may implement from time to time.

**16. WARRANTIES; WARRANTIES DISCLAIMER.** KeyInfo will use commercially reasonable effort to provide the services described in this Agreement. EXCEPT AS PROVIDED IN THE PRECEDING SENTENCE, ALL SERVICES ARE PROVIDED "AS IS." KEYINFO MAKES NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, REGARDING RELIABILITY OR SUITABILITY OF SERVICE FOR A PARTICULAR PURPOSE OR CONTINUATION OF SERVICE WITHOUT

ERROR OR INTERRUPTION. KEYINFO DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NO ORAL OR WRITTEN STATEMENT, REMARK OR INFORMATION FROM KEYINFO, OR ITS PERSONNEL OR REPRESENTATIVES, SHALL CREATE, ANY REPRESENTATION OR WARRANTY NOR SHALL CUSTOMER BE ENTITLED TO RELY ON ANY SUCH STATEMENT, REMARK OR INFORMATION.

17. **DISCLAIMER OF LIABILITY.** CUSTOMER ACKNOWLEDGES THAT KEYINFO HAS NO CONTROL OVER THE NATURE, CONTENT, OR RELIABILITY OF INFORMATION DELIVERED TO CUSTOMER VIA THE INTERNET. KEYINFO SHALL NOT BE RESPONSIBLE FOR INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS SUFFERED BY CUSTOMER, AS A DIRECT OR INDIRECT RESULT OF CUSTOMER'S USE OF KEYINFO SERVICES INCLUDING, BUT NOT LIMITED TO, ERRORS, DELAY, LOSS OF INFORMATION, DISRUPTION TO CUSTOMERS OF CUSTOMER, INTERFERENCE, DISRUPTION OR HARM TO CUSTOMER'S CODE, EQUIPMENT OR SOFTWARE, OR INTERRUPTION IN SERVICE WHETHER CAUSED BY KEYINFO'S OR THIRD PARTY NEGLIGENCE, FAULT, MISCONDUCT, FAILURE TO PERFORM, OR OTHERWISE. CUSTOMER ACKNOWLEDGES THAT INTERNET ACCESS SERVICE MAY BE TEMPORARILY UNAVAILABLE FOR SCHEDULED OR UNSCHEDULED MAINTENANCE, OR OTHER REASONS WITHIN OR OUTSIDE KEYINFO'S CONTROL. THESE CIRCUMSTANCES SHALL NOT NULLIFY OR MODIFY THESE DISCLAIMERS, THIS AGREEMENT OR ANY OTHER AGREEMENT BETWEEN KEYINFO AND CUSTOMER. WITHOUT LIMITING THE FOREGOING, THE TOTAL LIABILITY OF KEYINFO FOR DAMAGES TO CUSTOMER FOR ANY CAUSE WHATSOEVER,

REGARDLESS OF THE FORM OF ACTION, AND WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHER THEORY, SHALL BE LIMITED TO ACTUAL DAMAGES INCURRED BY CUSTOMER IN AN AMOUNT NOT TO EXCEED THE AGGREGATE MONTHLY FEES PAID BY CUSTOMER TO KEYINFO HEREUNDER DURING THE THREE (3) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENTS GIVING RISE TO CUSTOMER'S CLAIM. THE LIMITATIONS IN THIS SECTION SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. CUSTOMER ACKNOWLEDGES AND AGREES THAT KEYINFO WOULD NOT ENTER INTO THIS AGREEMENT FOR THE CONSIDERATION GIVEN BY CUSTOMER BUT FOR THE LIMITATIONS CONTAINED IN THIS SECTION, AND THAT THE RIGHT TO RECEIVE THE SERVICES IN EXCHANGE FOR THE LIMITATIONS IN THIS SECTION AND THE OTHER CONSIDERATION GIVEN BY CUSTOMER FOR THE SERVICES CONSTITUTE A BARGAIN THAT IS FAIR AND REASONABLE.

18. **APPLICABLE LAW; ATTORNEYS' FEES.** This Agreement shall be governed by the laws of the State of California, without regard to its conflict of laws principles. In any litigation or other proceeding to enforce rights under this Agreement or seeking a declaration of rights or obligations, the prevailing party shall be awarded reasonable attorneys' fees, together with costs and expenses through final enforcement and collection of the award.

19. **ASSIGNMENT.** The provisions of this Agreement shall benefit and bind the parties and their successors and permitted assigns. Customer may not assign its rights or delegate its obligations under this Agreement, by operation of law or otherwise, without the prior written consent of KeyInfo, except in the event of a sale of all or substantially all of the Customer's assets or equity securities.



**20. SEVERABILITY, AMENDMENTS AND INTERPRETATION.** If any provision of this Agreement is held to be invalid or unenforceable pursuant to judicial decree or decision, the remainder of this Agreement shall remain in effect. This Agreement may not be amended or modified except in a writing signed by the Customer and an authorized representative of KeyInfo. For the protection of both parties, there will be no handwritten changes permitted to this Agreement. The provisions of this Agreement shall be given fair meanings, and not construed strictly for or against either party.

**21. WAIVERS.** No waiver or delay in enforcement of any breach of any term, covenant, or condition of this Agreement shall be construed as a waiver of any preceding or succeeding breach of any other term, covenant, or condition of this Agreement. KeyInfo's acceptance of any payment owed by Customer hereunder shall not be construed to be a waiver of any other breach of any term, covenant, or condition of this Agreement. All waivers must be in a writing signed by a person authorized to sign on behalf of the party waiving any right under this Agreement.

**22. FORCE MAJEURE.** KeyInfo shall not be liable to Customer for any failure or delay in performance caused by reasons beyond its reasonable control, including, without limitation, restrictions of law, regulations, orders or other governmental directives or actions, labor disputes, acts of God, adverse weather conditions, acts of terrorism, third-party mechanical failure or other equipment breakdowns, fire, explosions, interruption or failure of telecommunication or digital transmission links, Internet failures and delays, or other similar events (each a "Force Majeure Event").

**23. NOTICES.** All notices given by a party required under this Agreement shall be in writing and addressed to the Customer at its billing address described in the Sales Agreement and to KeyInfo at its address

described in the Sales Agreement. Either party may change their address for written notice by delivering written notice of such change to the other party.

**24. RELATIONSHIP.** Each party and its employees, agents, officers, contractors and representatives are independent contractors in relation to the other party with respect to all matters arising under this Agreement. Nothing herein shall be deemed to establish a partnership, joint venture, association, or other employment relationship between the parties.

**25. PROHIBITED INTEREST.** No officer, or employee of the City of Agoura Hills shall have any financial interest, direct or indirect, in this Agreement, the proceeds thereof, KeyInfo, or KeyInfo's sub-consultants for this project, during his/her tenure or for one year thereafter. KeyInfo hereby warrants and represents to the Customer that no officer or employee of the City of Agoura hills has any interest, whether contractual, non-contractual, financial or otherwise, in this transaction, or in the business of KeyInfo or KeyInfo's sub-consultants on this project. KeyInfo further agrees to notify the Customer in the event any such interest is discovered whether or not such interest is prohibited by law or this Agreement.

**26. ENTIRE AGREEMENT.** This Agreement contains the entire understanding between the parties relating to the obligations of the parties described in this Agreement. All prior or contemporaneous Agreements, understandings, representations and statements, oral or written, are merged into this Agreement and shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

**27. AUTHORITY TO EXECUTE THIS AGREEMENT.** The person or persons

**27. AUTHORITY TO EXECUTE THIS AGREEMENT.** The person or persons executing this Agreement on behalf of KeyInfo warrants and represents that he or she has the authority to execute this Agreement on behalf of KeyInfo and has the authority to bind KeyInfo to the performance of its obligations hereunder.

*[signatures on next page]*

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed the day and year first above written.

**CITY OF AGOURA HILLS:**

\_\_\_\_\_  
William D. Koehler, Mayor

**ATTEST:**

\_\_\_\_\_  
Kimberly M. Rodrigues, MMC  
City Clerk


Date Approved by City Council:  
\_\_\_\_\_, 2014


**APPROVED AS TO FORM:**

\_\_\_\_\_  
Candice K. Lee, City Attorney

**CONSULTANT:**

**Key Information Systems, Inc.**  
30077 Agoura Court, First Floor  
Agoura Hills, CA 91301  
Bobby Bowers  
(818)737-2148

By:   
By: Bobby S. Bowers  
Title: Director, Data Center Services

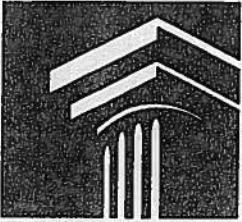
By:   
By: Scott Youngs  
Title: CIO

**City of Agoura Hills  
Key Information Systems  
Services Provided**

Dark Fiber Connection	\$1,666.00
ISWest 3.0Mbps MegaBand Internet Access OffNet	\$ 860.68
Half Cab Agoura Ct.	\$ 140.00
Power Circuit 20A/120V- Agoura Ct.	\$ 350.00
Colo Bandwidth Commitment – Agoura Ct. 20 X\$35	<u>\$ 700.00</u>
Monthly Order	\$3,716.68

If needed additional Bandwidth – Agoura Court \$70.00

Plus applicable State and Federal Telecom Taxes



CALIFORNIA  
J · P · I · A

June 20, 2013

Michelle Evdokimov  
ISWest  
30077 Agoura Court, First Floor  
Agoura Hills, CA 91301

Member Name:	City of Agoura Hills
Additional Protected Party:	ISWest
Activity:	Housing City servers at ISW facility at 30077 Agoura Court
Coverage Period:	From 12:01 AM on 6/5/2013 to 11:59 PM on 6/4/2014

This Evidence of Coverage is issued on an annual basis and will be automatically reissued every June until expiration of the written contract.

The City of Agoura Hills (Member) along with other California public agencies, is a member of the California Joint Powers Insurance Authority (California JPIA), and participates in the following self-insurance and commercial insurance program that is administered by the California JPIA for its members:

General Liability Program, Including Automobile Liability	
Coverage Limit:	\$1,000,000 per occurrence
Annual Aggregate Limit:	\$1,000,000

Workers' Compensation Program	
Coverage Limit	Statutory
Employers Liability	\$1,000,000

On behalf of the Member, the California JPIA agrees to include the above-named additional Protected Party as a Protected Party under the Memorandum of Liability Coverage for the liability protection program, subject to the above-stated limits, but only for "Occurrences" arising out of the described activity, during the described Coverage Period, and where required under the terms of a written agreement between the Member and the additional Protected Party. The California JPIA will endeavor to provide at least thirty (30) days notice of any change in the foregoing information. If the written agreement requires, coverage shall be primary.

Coverage is subject to all the terms, Definitions, Exclusions, Conditions and Responsibilities of the Memorandum of Liability Coverage and the Limits of Coverage stated above.

Sincerely,

Jim Thyden  
Insurance Programs Manager

cc: Celeste Bird, City of Agoura Hills

# Key Information Systems Sales Agreement

30077 Agoura Ct., First Floor, Agoura Hills, CA. 91301 Phone:818.737.3273 Fax:818.737.3323

blevine@keyinfo.com

**Customer:** City of Agoura Hills  
**MAS Account ID:** 0600046  
**Contact:** Christy Pinuelas  
**Phone:** (818) 597-7300  
**Location:** 30001 Lady Face Ct  
Agoura Hills, CA 91301 USA

**Billing Contact Information**

**Company Name:** City of Agoura Hills  
**Contact Name:** Christy Pinuelas  
**Billing Address:** 30001 Lady Face Ct  
**City, State, Zip:** Agoura Hills, CA 91301 USA  
**Phone Number:** (818) 597-7300

**Technical Contact Information**

**Company Name:** City of Agoura Hills  
**Contact Name:** Jonathan Axsom  
**Phone Number:** (805) 682-9981  
**Secondary Phone:** \_\_\_\_\_  
**Fax Number:** \_\_\_\_\_  
**Email Address:** jaxsom@lanspeed.com

**Territory Manager:** Brian Levine

**Date:** 04/10/2014

**Connectivity**

Qty	Part Number	Year	Description	Price	Total Price	Extended Price
1	WIL-FIBER	Term 3	Dark Fiber Connection.	\$1,666.00	\$1,666.00	\$1,666.00
				<b>Monthly Recurring Charges</b>		\$1,666.00
1	WIL-FIBER-SET	Term 3	Dark Fiber setup Fee	\$1,666.00	\$1,666.00	\$1,666.00
				<b>Non Recurring Charges</b>		\$1,666.00

- \* The Standard Installation Interval applies to all orders, and begins with the acceptance of this signed agreement by KeyInfo.
- \* The KeyInfo Terms and Conditions govern any sale by KeyInfo of any products or services provided by KeyInfo.

This information is confidential and proprietary to Key Information Systems, and is intended for review and use by the name customer/prospect only and is not to be shared with any third parties without Key Information Systems' prior written consent.

**PLEASE INITIAL EACH LINE**

<b>Total Monthly Recurring Charges</b>	\$1,666.00	
<b>Total Non Recurring Charges</b>	\$1,666.00	
<b>Term:</b>	3 Year	
<b>Standard Installation Interval (Business Days)*:</b>	90	

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**Name**

**Signature**

**Date**

---

**KeyInfo**

**Signature**

**Date**

# Key Information Systems Sales Agreement

30077 Agoura Ct., First Floor, Agoura Hills, CA. 91301 Phone:818.737.3273 Fax:818.737.3323

blevine@keyinfo.com

**Customer:** City of Agoura Hills  
**MAS Account ID:** 0600046  
**Contact:** Christy Pinuelas  
**Phone:** (818) 597-7300  
**Location:** 30001 Lady Face Ct  
 Agoura Hills, CA 91301 USA

**Billing Contact Information**

**Company Name:** City of Agoura Hills  
**Contact Name:** Christy Pinuelas  
**Billing Address:** 30001 Lady Face Ct  
**City, State, Zip:** Agoura Hills, CA 91301 USA  
**Phone Number:** (818) 597-7300

**Technical Contact Information**

**Company Name:** City of Agoura Hills  
**Contact Name:** Jonathan Axsom  
**Phone Number:** (805) 682-9981  
**Secondary Phone:**  
**Fax Number:**  
**Email Address:** jaxsom@lanspeed.com

**Territory Manager:** Brian Levine

**Date:** 04/10/2014

**Colocation**

Qty	Part Number	Year	Description	Price	Total Price	Extended Price
20	CO-1-COMMIT	TERM 3	KeyInfo Mbps of Bandwidth Burstable to100 Mbps Agoura	\$35.00	\$700.00	\$700.00
<b>Monthly Recurring Charges</b>						\$700.00

**Non Recurring Charges**

- \* The Standard Installation Interval applies to all orders, and begins with the acceptance of this signed agreement by KeyInfo.
- \* The KeyInfo Terms and Conditions govern any sale by KeyInfo of any products or services provided by KeyInfo.

This information is confidential and proprietary to Key Information Systems, and is intended for review and use by the name customer/prospect only and is not to be shared with any third parties without Key Information Systems' prior written consent.

**PLEASE INITIAL EACH LINE**

<b>Total Monthly Recurring Charges</b>	\$700.00	
<b>Total Non Recurring Charges</b>		
<b>Term:</b> 3 Year		
<b>Standard Installation Interval (Business Days)*:</b> 30		



## Repeating Order

Key Information Systems, Inc. dba ISWest  
 30077 Agoura Road  
 Agoura, CA 91301  
 (818) 735-3000

Order Number: 0600046  
 Order Date: 7/19/2010

Salesperson: MICH  
 Customer Number: 0600046

**Sold To:**  
 City of Agoura Hills  
 30001 Lady Face Ct  
 Agoura Hills, CA 91301  
**Confirm To:**  
 Christy Pinuelas

**Ship To:**  
 City of Agoura Hills  
 30001 Lady Face Ct  
 Agoura Hills, CA 91301

Customer P.O.	Ship VIA	F.O.B.	Terms	Prepay
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Item Number	Unit	Ordered	Price	Amount
/S-T11.5 ISWest 1.5Mbps T1 Internet Access On-Net	EACH	1.00	<del>699.00</del> 1666.00	699.00
/ZSFTAX State & Federal Telecom Tax	EACH	1.00	38.50	38.50
/IP-16IP ISWest 16 Static IP Addresses	EACH	1.00	0.00	0.00
/A-MEGA3.00N ISWest 3.0Mbps MegaBand Internet Access OffNet	EACH	1.00	860.68	860.68
/ZSFTAX State & Federal Telecom Tax	EACH	1.00	67.20	67.20
/OPTE-PORT-10 OpteMAN 10Mb Port	EACH	1.00	<del>1,548.00</del>	1,548.00
/ZSFTAX State & Federal Telecom Tax	EACH	1.00	<del>165.60</del>	165.60
/IP-8IP ISWest 8 Static IP Addresses	EACH	1.00	0.00	0.00
/CO-1-HALFCAB Half Cab Agoura Ct.	EACH	1.00	140.00	140.00
/PWR-1-20/120 Power Circuit 20A/120V - Agoura Ct.	EACH	1.00	350.00	350.00
/CO-1-COMMIT Colo Bandwidth Commitment - Agoura Ct.	EACH	<del>8.00</del> 20	<del>7.00</del> 357.00	700 210.00
/CO-1-BANDOVER Additional Bandwidth - Agoura Ct.	EACH	0.00	70.00	0.00

Net Order:	4,078.98
Less Discount:	0.00
Freight:	0.00
Sales Tax:	0.00
<b>Order Total:</b>	<b>4,078.98</b>