

RECEIVED

December 17, 2018

JAN 02 2019

City of Menlo Park
City Manager's Office

Ms. Starla Jerome-Robinson
Assistant City Manager
City of Menlo Park
701 Laurel Street
Menlo Park, CA 94025

RE: Termination of Master Services Agreement, as Amended, (the "Agreement"), dated March 1, 2014 and termination of the Hosted@ISC Service Order, dated July 1, 2018 – June 30, 2019.

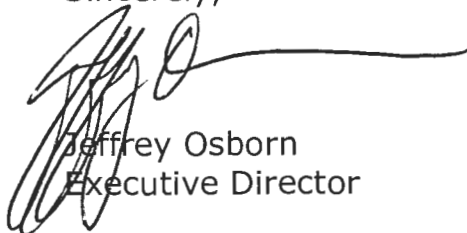
Dear Ms. Jerome-Robinson:

As we have discussed with your colleague, ISC is withdrawing from providing hosting services to customers. We have made this decision so that we can concentrate our limited resources to providing our core services to customers.

Accordingly, by this letter ISC is providing this notice to you of its intent to terminate the above Agreement and its current Service Order to be effective June 30, 2019. This notice is being provided in accordance with the terms of the above referenced Agreement.

We have enjoyed our long and successful business relationship. We thank you for working with us during these past years.

Sincerely,



Jeffrey Osborn
Executive Director

Cc: Mr. Gene Garces, Information Technology Manager

First Amendment to the Internet Infrastructure Service Order dated February 25, 2017

This First Amendment to the Internet Infrastructure Service Order dated February 25, 2017 (the Service Order”) is entered into as of November 2, 2018 (the “Effective Date”) by and between Internet Systems Consortium, Inc., a Delaware non-profit corporation, located at 950 Charter Street, Redwood City, CA, 94063 (“ISC”) and the City of Menlo Park, located at 701 Laurel Street, Menlo Park, CA 94025 (the “Customer”), individually, a “Party” and collectively, the “Parties”).

AS OF THE EFFECTIVE DATE OF THE FIRST AMENDMENT, the Parties hereby agree as follows:

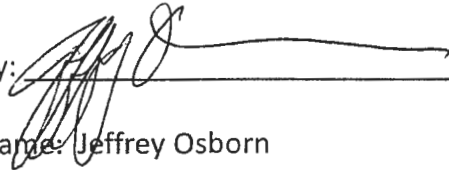
1. Service Order Term. The language of Section 5, Service Order Term, is deleted in its entirety and replaced as follows: “The term of this Service Order shall be sixteen (16) months and five (5) days, from February 25, 2017 through June 30, 2018, unless terminated earlier in accordance with the terms of the Master Service Agreement dated March 1, 2014, to which the Service Order and this First Amendment thereto are attached and incorporated therein.”


All other terms and conditions remain unchanged.

IN WITNESS WHEREOF, the Parties hereto have executed this First Amendment to the Service Order as of NOVEMBER 2ND, 2018.

INTERNET SYSTEMS CONSORTIUM

CITY OF MENLO PARK

By: 
Name: Jeffrey Osborn

By: 
Name: GENE GARCES

Title: Executive Director

Title: IT MANAGER



Internet Infrastructure Service Order

This Service Order (the "Service Order") to the Master Services Agreement dated March 1, 2014 (the "Agreement"), between Internet Systems Consortium, Inc. ("ISC") and the City of Menlo Park ("Customer"), sets forth the Services that ISC will supply to Customer. Capitalized terms used and not defined herein have the meanings given to them in the Agreement.

1. Definitions.

- 1.1 "Service" or "Services" means ISC providing Internet connectivity to Customer via the INET utilizing the connection or connections at its Site to facilitate the deployment of Customer's Internet Services.
- 1.2 "Site" means ISC's location at 529 Bryant Street, Palo Alto CA from which ISC will provide the Service to Customer.
- 1.3 "INET" means the data network owned and operated by the Joint Powers Board that interconnects the Customer with the Site.

- 1.4 "Outage" refers to an occurrence in which ISC did not provide 100% uptime of the Service to Customer, as measured at the INET handoff at the Site. For purposes of this Service Order, an "Internet Service Outage" is defined as an unscheduled period in which Internet services are not useable, due to the capacity of the ISC Network Infrastructure (the "Network") or a hardware failure in the Network, as measured at the point of connection, i.e. the router interface, to the Network.

Downtime due to the following events shall not be considered part of an Outage:

- 1.3.1 "Maintenance" means any regularly scheduled maintenance performed on the Network (i) of which Customer is notified 72 hours in advance, or (ii) that is performed during a standard scheduled maintenance window, Thursday through Sunday from 2:00 am to 6:00 am Pacific Time. Notice of Maintenance shall be provided to Customer's designated point of contact by a method (telephone, e-mail, fax, or pager) selected by ISC's network support personnel ("ISC Network Support").
- 1.3.2 Unavailability of the Services due to Customer's misuse, outside application programming, non-performance or other negligent or unlawful acts by Customer or its agents or suppliers, problems with Customer's registrar, network unavailability outside of the Network, malicious acts by a third party against Customer or against its authorized agents or suppliers, or events of force majeure.
- 1.4 "95th Percentile Billing" refers to a bandwidth consumption factor, as follows:
 - 1.4.1 On a regular and periodic basis (nominally one (1) minute) ISC will take readings from its Network Interface. The readings will return the amount of

network traffic that has passed through the port that services Customer's equipment, returning the number of bytes of information that has entered and left Customer's interface.

1.4.2 The values determined in 1.4.1 will be added together to provide five (5) minute totals. The totals then will be translated into kilobits and divided by the number of seconds that have passed in order to establish the total amount of bandwidth that entered and left Customer's interface, expressed in kilobits per second (Kbps). Bandwidth is calculated separately for both inbound and outbound traffic and Customer's bandwidth consumption is the sum of these two (2) values.

1.4.3 At the end of each month of this Service Order these readings are sorted and the top five percent (5%) of these readings are removed. The next highest reading, i.e. the 95th percentile, determines if any excessive use of network traffic has occurred and determines the amount of service fees that will apply.

2. Services.

2.1. Services Set-Up.

2.1.1. In order to establish the Services, ISC shall provide the following to Customer:

- a) The provision of sufficient IPv4 and IPv6 address space for the transit link to Customer.
- b) Services for 100Mb/s, initial committed rate; bursting up to 1 GB/s.
- c) The provision of reasonable and sufficient IPv4 and IPv6 address space for the production use of Customer. Initial allocations will be one /24 of IPv4 and one /48 of IPv6.
- d) Usage reports to include bandwidth utilization by day, week month; traffic (inbound, outbound, peak, average); and service type/protocol (HTTP, HTTPS, FTP, etc.).

2.1.2. Dependencies. To facilitate ISC's provision of Services, Customer shall provide the following to ISC:

- a) A Customer-owned and -operated Customer Premises Equipment ("CPE") router to terminate the transit link and to route the Customer's traffic.
- b) Co-ordination with the institutional network "INET" to make appropriate configuration changes.
- c) An up-to-date-set of technical, abuse and administrative contacts.

2.1.3. Delivery of Services.

- a) Upon execution of this agreement, ISC will provide appropriate IPv4 and IPv6 addressing for the transit link between ISC's Site and the INET. Customer will configure the CPE and ISC will configure the upstream router.
- b) ISC and Customer will jointly test the link to ensure functionality.
- c) After a 24-hour testing period with no blocking issues, the Service shall be considered delivered.

2.2. Service Availability. ISC shall provide to Customer 100% Service uptime during the term of this Service Order, except for permissible Outages as set out in section 1.3 of this Service Order. It is understood and agreed that ISC's Service obligations extend only between its Site and the handoff to the INET. ISC has no duties or obligations to Customer for the availability of Services after the handoff to INET.

2.2.1. Problem resolution. ISC will provide an initial response two (2) hours within normal business hours and four (4) hours outside of normal business hours and regular periodic updates thereafter of receiving a call/message indicating a service Outage until Service is restored.

2.3 Remedies. When Customer becomes aware of an Outage, Customer shall open a ticket with ISC Network Support within five (5) calendar days. If ISC Network Support determines in its reasonable commercial judgment that the Outage event did occur and should result in a credit, service credit will be applied to any affected service(s) as set forth in the service credit table below:

Outage Time per 24 hour period	Service Credit
< 30 minutes	1 day service credit
30 minutes - 4 hours	1 week service credit
More than 4 hours	1 month service credit

Service credits as set forth above are based upon the monthly committed data rate, and applied towards the next billing period.

Customer's account shall not be credited more than once per month under this Service Order. The remedies laid out above shall be the sole and exclusive remedies if ISC does not meet the commitments set forth in this Service Order.

3. Security and Privacy.

3.1 Customer will communicate requests to ISC regarding operational issues or access requests to noc@isc.org or +1-650-423-1310.

3.2 ISC will communicate with Customer regarding operational issues by sending email to: Gene J Garces, gigarces@menlopark.org, and IT Help Desk Line: 650-330-6654.

3.3 ISC shall temporarily interrupt the Service without prior notification if the provision of Service shall become a security threat to the rest of the Network (e.g. malicious activity, Denial of Service attack, etc). In the event of an impending security threat, ISC will provide Customer with detailed information of the issue as well as support to reestablish the Service.

3.4 ISC shall not perform any traffic filtering without prior written authorization by Customer. Neither shall ISC activate, de-activate, copy or modify Customer's hardware, software, or data without explicit prior instruction or authorization except as required for proper operation of the network or as required by law.

3.5 Notwithstanding the foregoing, ISC shall use reasonable efforts (including, without limitation, the installation, use and maintenance of locks and security system) to provide a secure environment for Customer's equipment.

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4. **FEES AND PAYMENT:** Customer shall pay ISC a monthly flat rate of \$8/megabit/month for a minimum committed data transfer rate of one hundred (100) megabits and \$10/megabit/month for all traffic above the minimum committed data rate up to the 95th percentile for the Services. ICS shall bill Customer annually, in advance, and all invoices are due thirty (30) days from invoice date. Customer can adjust their minimum committed data rate annually, at the end of the Service Order Term.
5. **Service Order Term:** The term of this Service Order shall be twelve (12) months from July 1, 2018 (the "Effective Date"), unless terminated earlier in accordance with the terms of the Agreement.

Customer has read and understands the terms of this Service Order and understands that the Services described herein are provided subject to the terms and conditions set forth in the Master Services Agreement.

Agreed to on this 2ND day of NOVEMBER, 2018

ISC:

By: Jeff Osburn

Name: [Signature]
Print

Title: President

Customer:

By: Gene Garces

Name: [Signature]
Print

Title: IT MANAGER



OPTION(S) TO EXTEND
STANDARD LEASE ADDENDUM

Dated 5/30/2013

By and Between (Lessor) Tougas Family Q-trip-trust, Trust "C" / TF E1
Camino LLC

By and Between (Lessee) City Of Menlo Park, California

Address of Premises: 871 Hamilton Ave. units A&B Menlo Park, CA 94025

Paragraph

A OPTION(S) TO EXTEND:

Lessor hereby grants to Lessee the option to extend the term of this Lease for 24 additional month period(s) commencing when the prior term expires upon each and all of the following terms and conditions:

(i) In order to exercise an option to extend, Lessee must give written notice of such election to Lessor and Lessor must receive the same at least 3 but not more than 6 months prior to the date that the option period would commence, time being of the essence. If proper notification of the exercise of an option is not given and/or received, such option shall automatically expire. Options (if there are more than one) may only be exercised consecutively.

(ii) The provisions of paragraph 39, including those relating to Lessee's Default set forth in paragraph 39.4 of this Lease, are conditions of this Option.

(iii) Except for the provisions of this Lease granting an option or options to extend the term, all of the terms and conditions of this Lease except where specifically modified by this option shall apply.

(iv) This Option is personal to the original Lessee, and cannot be assigned or exercised by anyone other than said original Lessee and only while the original Lessee is in full possession of the Premises and without the intention of thereafter assigning or subletting.

(v) The monthly rent for each month of the option period shall be calculated as follows, using the method(s) indicated below: (Check Method(s) to be Used and Fill in Appropriately)

- I. Cost of Living Adjustment(s) (COLA)
a. On (Fill in COLA Dates):

the Base Rent shall be adjusted by the change, if any, from the Base Month specified below, in the Consumer Price Index of the Bureau of Labor Statistics of the U.S. Department of Labor for (select one): CPI W (Urban Wage Earners and Clerical Workers) or CPI U (All Urban Consumers), for (Fill in Urban Area):

All Items (1982-1984 = 100), herein referred to as "CPI".

b. The monthly rent payable in accordance with paragraph A.I.a. of this Addendum shall be calculated as follows: the Base Rent set forth in paragraph 1.5 of the attached Lease, shall be multiplied by a fraction the numerator of which shall be the CPI of the calendar month 2 months prior to the month(s) specified in paragraph A.I.a. above during which the adjustment is to take effect, and the denominator of which shall be the CPI of the calendar month which is 2 months prior to (select one): the first month of the term of this Lease as set forth in paragraph 1.3 ("Base Month") or (Fill in Other "Base Month"):

The sum so calculated shall constitute the new monthly rent hereunder, but in no event, shall any such new monthly rent be less than the rent payable for the month immediately preceding the rent adjustment.

c. In the event the compilation and/or publication of the CPI shall be transferred to any other governmental department or bureau or agency or shall be discontinued, then the index most nearly the same as the CPI shall be used to make such calculation. In the event that the Parties cannot agree on such alternative index, then the matter shall be submitted for decision to the American Arbitration Association in accordance with the then rules of said Association and the decision of the arbitrators shall be binding upon the parties. The cost of said Arbitration shall be paid equally by the Parties.

- II. Market Rental Value Adjustment(s) (MRV)
a. On (Fill in MRV Adjustment Date(s))

the Base Rent shall be adjusted to the "Market Rental Value" of the property as follows:

1) Four months prior to each Market Rental Value Adjustment Date described above, the Parties shall attempt to agree upon what the new MRV will be on the adjustment date. If agreement cannot be reached, within thirty days, then:

(a) Lessor and Lessee shall immediately appoint a mutually acceptable appraiser or broker to establish the new MRV within the next 30 days. Any associated costs will be split equally between the Parties, or

(b) Both Lessor and Lessee shall each immediately make a reasonable determination of the MRV and submit such determination, in

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writing, to arbitration in accordance with the following provisions:

(i) Within 15 days thereafter, Lessor and Lessee shall each select an appraiser or broker ("Consultant" - check one) of their choice to act as an arbitrator. The two arbitrators so appointed shall immediately select a third mutually acceptable Consultant to act as a third arbitrator.

(ii) The 3 arbitrators shall within 30 days of the appointment of the third arbitrator reach a decision as to what the actual MRV for the Premises is, and whether Lessor's or Lessee's submitted MRV is the closest thereto. The decision of a majority of the arbitrators shall be binding on the Parties. The submitted MRV which is determined to be the closest to the actual MRV shall thereafter be used by the Parties.

(iii) If either of the Parties fails to appoint an arbitrator within the specified 15 days, the arbitrator timely appointed by one of them shall reach a decision on his or her own, and said decision shall be binding on the Parties.

(iv) The entire cost of such arbitration shall be paid by the party whose submitted MRV is not selected, i.e. the one that is NOT the closest to the actual MRV.

2) Notwithstanding the foregoing, the new MRV shall not be less than the rent payable for the month immediately preceding the rent adjustment.

b. Upon the establishment of each New Market Rental Value:

- 1) the new MRV will become the new "Base Rent" for the purpose of calculating any further Adjustments, and
- 2) the first month of each Market Rental Value term shall become the new "Base Month" for the purpose of calculating any further Adjustments.

III. Fixed Rental Adjustment(s) (FRA)

The Base Rent shall be increased to the following amounts on the dates set forth below:

On (Fill in FRA Adjustment Date(s)):	The New Base Rent shall be:
<u>June 15th, 2016</u>	<u>\$4,043.09</u>
<u>June 16th, 2017</u>	<u>\$4,164.38</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

B. NOTICE:

Unless specified otherwise herein, notice of any rental adjustments, other than Fixed Rental Adjustments, shall be made as specified in paragraph 23 of the Lease.

C. BROKER'S FEE:

The Brokers shall be paid a Brokerage Fee for each adjustment specified above in accordance with paragraph 15 of the Lease.

NOTICE: These forms are often modified to meet changing requirements of law and industry needs. Always write or call to make sure you are utilizing the most current form: AIR Commercial Real Estate Association, 800 W 6th Street, Suite 800, Los Angeles, CA 90017. Telephone No. (213) 687-8777. Fax No.: (213) 687-8616.

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