

AMENDMENT NO. 1

TO MASTER PRODUCTS AND SERVICES AGREEMENT

THIS AMENDMENT TO THE MASTER PRODUCTS AND SERVICES AGREEMENT (“Amendment No. 1”) by and between the CITY OF CARSON, a California municipal corporation (“City”) and RACE TELECOMMUNICATIONS, INC., a California corporation (“Consultant”) is effective as of the 2nd day of August, 2022.

RECITALS

A. City and Consultant entered into that certain Master Products and Services Agreement dated September 1, 2020 (“Agreement”), whereby Consultant agreed to provide City dedicated internet services for a two-year period, commencing on the date services commenced and expiring 24 months thereafter, in exchange for compensation in an amount not-to-exceed \$24,600. The Agreement term was determined by the period of time set forth in an Order Form for services to be provided, and the Order Form associated with the Agreement provided for 24 months of service at a monthly cost of \$1,025 inclusive of taxes. The parties hereto acknowledge that services commenced October 15, 2020 and the Agreement is set to expire October 14, 2022.

B. City and Consultant now desire to extend the term of the Agreement for three (3) additional years so that the Agreement will expire October 14, 2025 for an additional contract sum of \$36,900, bringing the total not to exceed contract sum to \$61,500, with City option to extend the term for two (2) additional one-year terms in the City’s sole discretion. The Agreement amount reaching \$25,000 requires City Council approval of this Amendment No. 1 under the City’s Municipal Code (“CMC”).

C. Under Section 2611(e) of the CMC, City is permitted to dispense with the competitive bidding process by use of the sole source exemption if there exists a finding that the materials, supplies, equipment, or services are unique because of their quality, durability, availability, or fitness for a particular use and are available only from one (1) source.

D. The South Bay Cities Council of Governments (“SBCCOG”) developed a regional broadband, fiber-optic network that connects to at least one city facility in each of the South Bay cities serving a pivotal role in the region’s future. A high-speed capacity broadband network allows the South Bay cities to embrace the digital economy, smart city initiatives, integrated utilities and next-generation economic development. City is a member of SBCCOG and has a need to connect to the SBCCOG fiber-optic network.

E. Consultant is the only provider of internet services that connects to SBCCOG’s fiber-optic network, thereby satisfying the requirement under Section 2611(e) of the CMC that internet services connecting to SBCCOG’s fiber-optic network can only be obtained from one source.

TERMS

1. **Contract Changes.** The Agreement is amended as provided herein (new text is identified in *bold italics*, deleted text in ~~strike-through~~).

A. Section 3.8 Compensation is hereby added to the Agreement to read in its entirety as follows:

3.8 Compensation. Customer agrees to pay Race a total not exceed Sixty One Thousand Five Hundred Dollars and Zero Cents (**\$61,500**) (“Contract Sum”) through October 14, 2025, with \$24,600 of the Contract Sum being attributable to services provided by Race for a two (2) year period commencing October 15, 2020 through October 14, 2022, and \$36,900 of the Contract Sum being attributable to services provided by Race for a three (3) year period commencing October 15, 2022 through October 14, 2025, in accordance with the Order Form immediately below.

Estimate for City of Carson									
Prepared on 07/14/2022 Service Address: 701 E Carson Street , Carson, CA 90745									
DEDICATED INTERNET SERVICES									
	Term	Qty.	Setup	Monthly				Setup	Monthly
Dedicated Internet DIA GIG (1000Mbps/1000Mbps)	36m	(1)		(1,000.00)				(0.00)	(1,000.00)
See locations for services below									
*60m Term options									
* Base monthly package fees DO NOT include federal or state taxes and fees.									
IP Options									
8 Static IPs (29 248 Subnet)		(1)		(25.00)				(0.00)	(25.00)
								(0.00)	(0.00)
* Base monthly package fees DO NOT include federal or state taxes and fees.									
SUBTOTAL								\$0.00	\$1,025.00
Notes									
Option to renew for another 12 to 24 months								(0.00)	
								(0.00)	
								(0.00)	
								(0.00)	
								(0.00)	
SUBTOTAL								\$0.00	
TOTALS								ONE-TIME	MONTHLY
								\$0.00	\$1,025.00
GENERAL TERMS & CONDITIONS									
This estimate is for equipment and/or the installation of service(s) and/or service equipment. All pricing is estimated and is subject to network capacity verification and engineering. Service is delivered to Race demarcation point (MPOE unless otherwise stated). Extension of service from Race demarcation point to a customer suite is not included unless specified under Extended Installation Services. Standard installation timeframe, from time of order, is approximately 30 days unless otherwise noted. Federal and/or state taxes and fees are not included. Any additional service outside of the scope of this estimate will require an amendment to the estimate or must be ordered separately. Any hardware being sold does not include sales tax or shipping and handling fees. Sales tax and shipping fees will be added once estimate is converted to an invoice or billing statement. For customers entering into a term agreement, an early termination fee will apply and will be equal to the amount of the original setup fee for said package.									
LIMITED WARRANTY									
This Limited Warranty is limited to one year installation and labor warranty of all components installed by Race. Parts are limited to defects in materials and workmanship of the product as supplied by the manufacturer. If parts are supplied by Race and defective, they will be exchangeable within 30 days from date of purchase. After 30 days, parts are to be repaired under the manufacturer warranty terms. Should an issue arise within a manufactures warranty period, Race will assist in getting the product warranted by the manufacturer. This warranty does not cover parts and labor that fail as a result of improper use, misuse, abuse or the failure of another part.									
AUTHORIZATION									
I hereby accept the terms and conditions of this order. By signing, you are authorizing Race to do the work as specified in this agreement and agree to all terms in Race's Master Products and Service Agreement. By no later than ten (10) days after the date Race commences performance, either this Estimate shall be amended or an addendum shall be appended to this Estimate, to memorialize such commencement date.									
CUSTOMER					RACE COMMUNICATIONS				
AUTHORIZED SIGNATURE: _____					AUTHORIZED SIGNATURE: _____				
PRINT NAME: _____					PRINT NAME: _____				
TITLE: _____					TITLE: _____				
EFFECTIVE DATE: _____					EFFECTIVE DATE: _____				

B. Section 5.1 (Term) of the Agreement is hereby amended to read in its entirety as follows:

“5.1 This Agreement commences on the Effective Date and continues through the latest expiration of all Order Form Term(s) subject to this Agreement, unless earlier terminated as provided herein. *The parties hereto agree that as of August 2, 2022, the date of expiration of the Agreement is October 14, 2025. Customer shall have the option to extend the term of the Agreement for two (2) additional one-year terms in Customer’s sole discretion.*”

2. **Continuing Effect of Agreement.** Except as amended by this Amendment No. 1, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Amendment No.1, whenever the term “Agreement” appears in the Agreement, it shall mean the Agreement, as amended by this Amendment No. 1.

3. **Affirmation of Agreement; Warranty Re Absence of Defaults.** City and Consultant each ratify and reaffirm each and every one of the respective rights and obligations arising under the Agreement and Amendment No. 1. Each party represents and warrants to the other that there have been no written or oral modifications to the Agreement other than as provided herein and Amendment No. 1. Each party represents and warrants to the other that the Agreement, is currently an effective, valid, and binding obligation.

Consultant represents and warrants to City that, as of the date of this Amendment No. 1, City is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

City represents and warrants to Consultant that, as of the date of this Amendment No. 1, Consultant is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

4. **Adequate Consideration.** The parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment No. 1.

5. **Authority.** The persons executing this Amendment No. on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Amendment No. 1 on behalf of said party, (iii) by so executing this Amendment No. 1, such party is formally bound to the provisions of this Amendment No. 1, and (iv) the entering into this Amendment No. 1 does not violate any provision of any other agreement to which said party is bound.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 1 on the date and year first-above written.

CITY:

CITY OF CARSON, a municipal corporation

Lula Davis- Holmes, Mayor

ATTEST:

Dr. Khaleah Bradshaw, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

Sunny K. Soltani, City Attorney
[rjl]

CONSULTANT:

RACE TELECOMMUNICATIONS, INC., a
California corporation

By: _____
Name: Raul Alcaraz
Title: CEO

By: _____
Name: James Miller
Title: VP Sales
Address: 601 Gateway Blvd
San Francisco, CA 94080

Two corporate officer signatures required when Consultant is a corporation, with one signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer. CONSULTANT'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONSULTANT'S BUSINESS ENTITY.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On _____, 2022 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER	DESCRIPTION OF ATTACHED DOCUMENT
<input type="checkbox"/> INDIVIDUAL	_____
<input type="checkbox"/> CORPORATE OFFICER	_____
_____	_____
TITLE(S)	TITLE OR TYPE OF DOCUMENT
<input type="checkbox"/> PARTNER(S) <input type="checkbox"/> LIMITED	_____
<input type="checkbox"/> GENERAL	_____
<input type="checkbox"/> ATTORNEY-IN-FACT	_____
<input type="checkbox"/> TRUSTEE(S)	NUMBER OF PAGES
<input type="checkbox"/> GUARDIAN/CONSERVATOR	_____
<input type="checkbox"/> OTHER _____	_____
_____	_____
SIGNER IS REPRESENTING:	DATE OF DOCUMENT
(NAME OF PERSON(S) OR ENTITY(IES))	_____
_____	_____
_____	SIGNER(S) OTHER THAN NAMED ABOVE

