

FORM APPROVED COUNTY COUNSEL  
 BY: GREGORY P. PRIAMOS  
 DATE: 9/23/14

Departmental Concurrence

**SUBMITTAL TO THE BOARD OF SUPERVISORS  
 COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



**FROM:** Riverside County Information Technology (RCIT)

**SUBMITTAL DATE:**  
 September 23, 2014

**SUBJECT:** Approve and Ratify the Second Amendment to the Annual Renewal of the Nexus IS Agreement to Provide Cisco SmartNet Maintenance for Riverside County Information Technology, All Districts [\$1,697,327 over 3 years]; RCIT Operating Budget

**RECOMMENDED MOTION:** That the Board of Supervisors:

1. Approve and ratify the Second Amendment to the Nexus Agreement for \$1,697,329, and modify the period of performance to a fixed, three-year period of performance through August 31, 2017, with the option of one additional year for the maintenance of existing Cisco equipment, and;
2. Authorize the Purchasing Agent, in accordance with Ordinance No. 459, to exercise the renewal option, based on the availability of fiscal funding, and to sign amendments that do not change the substantive terms of the agreement, including amendments to the compensation provision that do not exceed the annual CPI rates, and;
3. Approve the Payment Plan Agreement No. 500-3150642-000 with Banc of America in the amount of \$1,697,326.60.

(continued on page 2)

*Christopher Hans*

Christopher Hans  
 Interim Chief Information Officer

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 565,776	\$ 565,776	\$ 1,697,327	\$ 0	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0	
<b>SOURCE OF FUNDS:</b> RCIT Operating Budget				<b>Budget Adjustment:</b> No	
				<b>For Fiscal Year:</b> 14/15 – 16/17	

**C.E.O. RECOMMENDATION:** APPROVE

BY: *Jennifer L. Sargent*  
 Jennifer L. Sargent

County Executive Office Signature

**MINUTES OF THE BOARD OF SUPERVISORS**

- A-30
- 4/5 Vote
- Positions Added
- Change Order

Prev. Agn. Ref.: 3-26 4/9/13 | District: ALL | Agenda Number:

3-39

**BACKGROUND:**

**Summary**

On April 9, 2013 (M.O. 3-26) the Board of Supervisors approved a six-year contract, renewable annually, with Nexus IS, Inc. for support of Cisco SmartNet equipment.

The support provided by Nexus IS includes maintenance and repair or replacement of switches, routers, data networking equipment and other infrastructure in departments throughout the County, including the data centers, for both the existing and new Cisco systems. Under the maintenance component of the agreement, data and Voice-Over Internet Protocol will be kept current with the latest security and operating system updates (patches). This is increasingly important given the threats to security and security breaches resulting from hackers around the world. The support also includes: upgrades, "fixes," software redesign, security remediation and access to subject matter experts, when the situation warrants. RCIT uses this support regularly throughout the year to resolve several hundred technology issues which could otherwise result in service degradation or outage. As noted above, replacement of equipment is provided, at no additional cost, in the event of equipment failure. This occurred twice during the past 18 months, in Indio and Riverside, affecting data network equipment, with a combined replacement value of \$250,000.

Nexus IS has agreed to annual discounts in the amount of \$263,077 or \$789,231 over the balance of the three year contract period. In exchange, Nexus IS is requesting payment for the full period up-front. Nexus IS negotiated zero percent financing with Banc of America to enable the County to make three equal payments of \$565,776, for a total of \$1,697,327.

Nexus IS is the authorized vendor for installation and maintenance of Cisco products.

**Impact on Residents and Businesses**

This three-year agreement provides for deeper discounts for RCIT. The service protects the security and functionality of essential communication equipment.

**SUPPLEMENTAL:**

**Additional Fiscal Information**

Annual maintenance support costs for CISCO equipment are included in RCIT's operational budget. Under the zero percent financing arrangement, the annual payments for RCIT will be \$565,776, which is one-third of the total cost of \$1,697,327 and will be paid over three years.

**Contract History and Price Reasonableness**

On April 9, 2013 (M.O. 3-26) the Board approved an annual support contract of up to \$750,000 for CISCO equipment for RCIT and other county departmental equipment. In the original agreement Nexus IS, Inc., provided for a 26% discount from list price for all SmartNet purchases. By RCIT committing to a three year fixed term, the department will now realize a 42% average discount. The additional discount will provide RCIT an annual savings of \$263,077, or \$789,231 over the three year term.

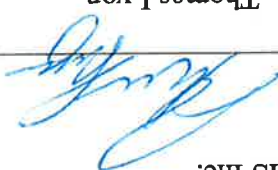
**COUNTY OF RIVERSIDE  
AMENDMENT NO. 2 TO THE AGREEMENT  
WITH  
NEXUS IS INC.**


**CONTRACTOR:** Nexus IS Inc.  
Contract Term: 9/1/2014 through 8/31/2017  
Effective Date of Amendment: 9/1/2014  
Three-year Maximum Contract Amount: \$ 1,697,327.00

The Agreement between Riverside County, herein referred to as COUNTY and Nexus IS, Inc., herein referred to as CONTRACTOR, is amended as follows:

1. On page 3 of the Agreement, amend Section 2 the "Period of Performance":  
To amend all reference to the Period of Performance from expiration of August 31, 2014 to a Period of Performance of September 1, 2014 through August 31, 2017, unless terminated as specified in Section 9 TERMINATION. This will become a multi-year agreement and will not be renewed annually during this period. All other terms of the Period of Performance in the Agreement shall apply.
2. On page 3 of the Agreement, amend Section 3.1 the "Compensation":  
The COUNTY agrees to pay CONTRACTOR for services performed at a three (3) year cost of one million six hundred ninety seven thousand three hundred twenty seven dollars (\$1,697,327), to be paid in the annual amount of five hundred sixty five thousand seven hundred seventy six dollars (\$565,776), including all expenses, based on the availability of fiscal funding.
3. All other terms and conditions of the Agreement are to remain unchanged.

**IN WITNESS WHEREOF**, the Parties hereto have caused their duly authorized representatives to execute this Amendment.

County of Riverside  
County of Riverside  
By: \_\_\_\_\_  
Name: Jeff Stone  
Title: Chairman of the Board of Supervisors  
Date: \_\_\_\_\_  
Contractor  
Nexus IS Inc.  
By:   
Name: Thomas Lyon  
Title: Sr. VP of Managed Services  
Date: 9/12/2014

FORM APPROVED COUNTY COUNSEL  
BY:  NEAL R. KIPNIS  
DATE

# Payment Plan Agreement (SMARTnet Services Contract)

Contract Number: 500-3150642-000

The words YOU and YOUR refer to the Lessee. The words WE, US and OUR refer to the Lessor, BANC OF AMERICA LEASING & CAPITAL, LLC

## Customer Contact Information

Lessee Full Legal Name <b>COUNTY OF RIVERSIDE, CA</b>					
Contact Person <b>MS. TERESA SUMMERS</b>	Contact Person Title <b>DEPUTY DIRECTOR ADMINISTRATION, RCIT</b>	Contact Phone No. <b>(951) 955-7510</b>	Contact Fax No. <b>(951) 955-7703</b>	Federal Tax ID # <b>95-6000930</b>	
Address <b>3450 14<sup>th</sup> Street</b>	City <b>RIVERSIDE</b>	County <b>RIVERSIDE</b>	State <b>CALIFORNIA</b>	Zip <b>92501</b>	

## Payment Plan Agreement

In consideration of the mutual covenants, terms and conditions hereinafter contained, Lessee has entered into a SMARTnet Services Contract (hereinafter, "SMARTnet Services Contract") with Cisco Systems, Inc. ("Vendor") for certain services to be provided by Vendor to the Lessee (the "SMARTnet Services"), all as set forth in the SMARTnet Services Contract. The SMARTnet Services Contract provides for multiple years of SMARTnet Services to be provided to the Lessee at a fixed cost, provided the Lessee pays for the total cost of the SMARTnet Services upfront at the start of the SMARTnet Services Contract. Lessor hereby agrees to assist Lessee by paying the upfront cost of the SMARTnet Services Contract payments to the Vendor in return for the Lessee entering into this Payment Plan Agreement No. 500-3150642-000 dated October 7, 2014 the Payment Plan Agreement, together with the Schedule of Payments describing the SMARTnet Services Contract (the "Schedule"), shall be defined as the "Agreement," subject to the terms and conditions set forth herein.

## Terms/Conditions

**1. TERM.** This Agreement shall be effective, and the parties' obligations hereunder shall arise, as of the Commencement Date set forth on the Schedule to this Payment Plan Agreement unless terminated sooner pursuant to this Agreement. The term of this Agreement will terminate upon the earliest to occur of any of the following events: (1) an event of non-appropriation in accordance with the terms and conditions of this Agreement, (2) prepayment under the provisions of Section 7; (3) a default by Lessee under Section 9; or (4) the payment by Lessee of all installment payments to be paid hereunder. Lessee intends, subject to the provisions of this Section, to continue the term of this Agreement for the full Term set forth in the Schedule and to pay the installment payments hereunder. In the event sufficient funds are not appropriated for the payment of all installment payments required to be paid, then Lessee may terminate this Agreement at the end of the current fiscal year for which funds have been appropriated and Lessee shall not be obligated to make the installment payments provided for in this Agreement beyond the then current fiscal year. Lessee agrees to give notice to Lessor of such termination at least sixty (60) days prior to the end of the then current fiscal year or, if nonappropriation has not occurred by that date, promptly upon the occurrence of nonappropriation. If this Agreement is terminated under this Section, Lessee agrees, on or before the effective date of termination and at Lessee's sole cost and expense, to cease and discontinue receiving all SMARTnet Services provided to the Lessee under the SMARTnet Services Contract, and (2) additionally, upon the occurrence of nonappropriation, Lessor shall be entitled to treat the SMARTnet Services Contract as terminated and request the Vendor to immediately notify Lessee that it has terminated all SMARTnet Services provided to Lessee under the SMARTnet Services Contract that is subject to this Agreement and to withhold support, consulting and all other services provided under such SMARTnet Services Contract.

**2. INSTALLMENT PAYMENTS.** Lessor and Lessee understand and intend that the obligation of Lessee to pay installment payments hereunder shall constitute a current expense of Lessee and shall not in any way be construed to be a debt of Lessee in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness by Lessee. Subject to the non-appropriation provision contained in Section 1, Lessee shall pay installment payments exclusively from legally available funds to Lessor in the amounts and on the installment payment due dates set forth in the Schedule without notice. In the event that any installment payment is not received by Lessor on or before the due date therefor, Lessee agrees to pay a late charge determined on the basis of accrued interest on the delinquent amount at the rate of one percent (1%) per month (or, if such rate is in excess of the maximum rate permitted by law, the maximum rate permitted by law) from the date of delinquency to the date that the installment payment is received by Lessor. The obligation of Lessee to make installment payments hereunder, and to perform and observe the covenants and agreements contained in this Agreement shall be absolute and unconditional in all events, except as expressly provided in this Agreement. Lessee shall not assert any right of setoff, counterclaim, or abatement against its obligations hereunder for any reason, including (without limitation) any defects, malfunctions, breakdowns or infirmities in the property for which the SMARTnet Services are being provided or any accident or any unforeseen circumstances.

**3. REPRESENTATIONS AND COVENANTS OF LESSEE.** Lessee represents, covenants and warrants to Lessor as follows: (a) Lessee is a state or political subdivision thereof within the meaning of Section 103(c) of the Internal Revenue Code of 1986, as amended, (the "Code") and will do or cause to be done all things necessary to preserve and keep in full force and effect its existence as such; (b) Lessee is authorized under the Constitution and laws of the State of CALIFORNIA and by a resolution of its governing body (which resolution, if requested by Lessor, is attached hereto), to enter into, execute and deliver the SMARTnet Services Contract and this Agreement and to perform all of its obligations thereunder and hereunder. The Lessee shall comply at all times with all applicable requirements of the Code; (c) Lessee's name as indicated in the opening paragraph and on the signature page of this Agreement is its true, correct, and complete legal name; (d) Lessee represents, covenants and warrants that all requirements have been met, and procedures have occurred, necessary to ensure the enforceability of this Agreement against Lessee, and that Lessee has complied with such public bidding requirements as may be applicable to this Agreement and the acquisition of the SMARTnet Services by Lessee hereunder. Lessee has appropriated funds to pay the scheduled installment payments due until the end of its current fiscal year and Lessee covenants to include all installment payments due under the Schedule in its preliminary annual budget for submission to the governing body of the Lessee; (e) Lessee shall cause to be executed and attached hereto an incumbency certificate and an opinion of its counsel in form and substance satisfactory to Lessor; (f) Lessee has determined that a present need exists for the SMARTnet Services which need is not temporary or expected to diminish in the near future; (g)

The SMARTnet Services are essential to and will be used by Lessee only for the purpose of performing one or more governmental functions of Lessee consistent with the permissible scope of Lessee's authority and will not be used in a trade or business of any person or entity; (h) Lessee agrees not to take any action with respect to the maintained property that would eliminate the need for the SMARTnet Services during the Term, provided that in the event of a non-appropriation, as herein defined, this restriction shall not apply; (i) following the end of each fiscal year of Lessee during the term hereof, Lessee shall provide Lessor, as soon as they are available, a copy of its audited financial statements for such fiscal year and such other financial information relating to the ability of Lessee to continue this Agreement as may reasonably be requested by Lessor; (j) Lessee acknowledges that Lessor is acting only as a financing source with respect to the SMARTnet Services, which has been selected by Lessee; and (k) Lessee will promptly and duly execute and deliver to Lessor such further documents, instruments and assurances and take such further action as Lessor may from time to time reasonably request in order to carry out the intent and purpose of this Agreement and to establish and protect the rights and remedies created or intended to be created in favor of Lessor hereunder.

**4. USE.** Lessee shall utilize the SMARTnet Services solely for the purpose of supporting the performance of one or more governmental functions of Lessee and in a careful, proper and lawful manner.

**5. TAXES; FEES; OTHER GOVERNMENTAL CHARGES.** The parties contemplate that the SMARTnet Services will be used for a governmental purpose of Lessee and that the SMARTnet Services will be exempt from all taxes presently assessed and levied with respect to such services. In the event that the use or acquisition of the SMARTnet Services is found to be subject to taxation in any form (except for net income taxes of Lessor) or fees of any kind, Lessee will pay, as the same come due, all taxes, fees and governmental charges of any kind whatsoever that may at any time be lawfully assessed or levied during the Lease Term against or with respect to the SMARTnet Services, as well as all other fees or charges incurred in the use of the SMARTnet Services.

**6. INSURANCE COVERAGE FOR PROPERTY RELATED TO SERVICES.** During the Term of this Agreement, Lessee shall cause liability and property coverage to be maintained on all property for which SMARTnet Services are provided and in such amounts that are equal to the full replacement value of the property.

**7. PREPAYMENT.** Provided that Lessee is not then in default under this Agreement, this Agreement will terminate at the end of the Term, upon payment in full of all installment payments and other amounts payable by Lessee hereunder for the full Term, or on any installment payment due date, upon payment by Lessee of the then applicable Prepayment Amount as set forth on the Schedule plus the installment payment due on such date and all other amounts then due by Lessee hereunder, provided Lessee shall have given Lessor not less than thirty (30) days' prior written notice of its intent to make such payment.

**8. ASSIGNMENT; INDEMNIFICATION.** This Agreement, and the rights of Lessor hereunder and in and to the Schedule, may be assigned and reassigned in whole or in part to one or more assignees by Lessor or its assignees at any time without the necessity of obtaining the consent of Lessee; provided, however, no such assignment or reassignment shall be effective unless and until Lessee shall have been given written notice of assignment disclosing the name and address of the assignee or its agent authorized to receive payments and otherwise service this Agreement on its behalf. Upon receipt of notice of assignment, Lessee agrees to record the same in records maintained for such purpose, and further, to make all payments as designated in the assignment, notwithstanding any claim, defense, setoff or counterclaim whatsoever (whether arising from a breach of this Agreement or otherwise) that Lessee may from time to time have against Lessor or Lessor's assignees. Lessee agrees to execute all documents, including acknowledgments of assignment, which may reasonably be requested by Lessor or its assignees to protect their interests in this Agreement. This Agreement and the interest of Lessee in the SMARTnet Services Contract may not be sold, assigned, sublet or encumbered by Lessee without the prior written consent of Lessor. To the extent permitted by the laws and Constitution of the State of CALIFORNIA, Lessee hereby assumes and agrees to indemnify, protect, save and keep harmless Lessor, its agents and employees, from and against any and all losses, damages, claims, demands and expenses, including legal expenses, of whatsoever kind and nature, arising on account of (1) any breach or default on the part of the Lessee in the performance of any of its obligations under this Agreement or the SMARTnet Services Contract, or, (2) any act or negligence of Lessee with respect to the SMARTnet Services; or (3) the acquisition, delivery and acceptance of the SMARTnet Services. It is understood and agreed, however, that Lessor shall give Lessee prompt notice of any claim or liability hereby indemnified against and that Lessee shall be entitled to control the defense thereof,

so long as Lessee is not in default hereunder. In addition, to the extent permitted by the laws and Constitution of the State of CALIFORNIA, Lessee hereby assumes and agrees to indemnify, protect, save and keep harmless Lessor, its agents and employees, from and against any and all losses, damages, injuries, claims, demands and expenses, including legal expenses, of whatsoever kind and nature, arising on account of any termination of the SMARTnet Services or withholding of services in connection with Lessor's exercise of its rights upon the occurrence of nonappropriation or an event of default under the Agreement.

**9. EVENTS OF DEFAULT AND REMEDIES.** The following shall be "events of default" under this Agreement and the terms "event of default" and "default" shall mean, whenever they are used in this Agreement, any one or more of the following events: (1) failure by Lessee to pay any installment payment or other payment required to be paid hereunder within five (5) days of the due date thereof; (2) failure by Lessee to observe and perform any other covenant, condition or agreement on its part to be observed or performed hereunder and such failure shall continue unremedied for a period of thirty (30) days after written notice specifying such failure and requesting that it be remedied, unless Lessor shall agree in writing to an extension of such time prior to its expiration; (3) any certificate, statement, representation, warranty or audit contained herein or heretofore or hereafter furnished with respect hereto by or on behalf of Lessee proving to have been false in any material respect at the time as of which the facts therein set forth were stated or certified, or having omitted any substantial contingent or unliquidated liability or claim against Lessee; or (4) commencement by Lessee of a case or proceeding under the Federal bankruptcy laws or filing by Lessee of any petition or answer seeking relief under any existing or future bankruptcy, insolvency or other similar laws or an answer admitting or not contesting the material allegations of a petition filed against Lessee in any such proceeding; or (5) a petition against Lessee in a proceeding under any existing or future bankruptcy, insolvency or other similar laws shall be filed and not withdrawn or dismissed within sixty (60) days thereafter. Whenever any event of default shall have occurred and be continuing, Lessor shall have the right, at its sole option without any further demand or notice, to exercise any one or more of the following remedies: (1) subject to limitations imposed by applicable law and with or without terminating this Agreement, require all outstanding installment payments and other sums due and scheduled to become due (discounted at the original lease rate) to become immediately due and payable by the Lessee, (2) terminate this Agreement and all of Lessee's rights hereunder as to any or all items of services under the SMARTnet Services Contract and, as a result of such termination, Lessee acknowledges that Lessor may request the Vendor to immediately withhold support, consulting and all other services relating to such SMARTnet Services, and (3) exercise any other right, remedy or privilege which may be available to it under applicable laws of the State of CALIFORNIA or any other applicable law or proceed by appropriate court action to enforce the terms of this Agreement, to recover damages for the breach of this Agreement. Lessee acknowledges that upon a Default under this Agreement, Lessee will remain liable for all legal fees and other costs and expenses, including court costs, incurred by Lessor with respect to the enforcement of any of the remedies listed above or any other remedy available to Lessor. No remedy herein conferred upon or reserved to Lessor is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this

Agreement or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

**10. MISCELLANEOUS.** All notices (excluding billings and communications in the ordinary course of business) hereunder shall be in writing, and shall be sufficiently given and served upon the other party if delivered (i) personally, (ii) by United States registered or certified mail, return receipt requested, postage prepaid, (iii) by overnight delivery by a service such as Federal Express or Express Mail from which written confirmation of overnight delivery is available; or (iv) by facsimile with a confirmation copy by regular United States mail, postage prepaid, addressed to the other party at its respective address stated below the signature of such party or at such other address as such party shall from time to time designate in writing to the other party, and shall be effective from the date of mailing. This Agreement shall inure to the benefit of and shall be binding upon Lessor and Lessee and their respective successors and assigns. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. To the extent permitted by applicable law, Lessee hereby waives any provision of law which renders any provision hereof prohibited or unenforceable in any respect. The representations, warranties and covenants of Lessee herein shall be deemed to be continuing and to survive the closing hereunder. The obligations of Lessee under Sections 1, 5, and 8, which accrue during the term of this Agreement, shall survive the termination of this Agreement. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. Lessee agrees that Lessor or its Assignee may treat executed faxes or photocopies delivered to Lessor as original documents; however, Lessee agrees to deliver original signed documents as requested. Lessee agrees that Lessor may insert the appropriate administrative information to complete this Agreement. Lessor will provide a copy of the final Agreement upon request. This Agreement shall be governed by and construed in accordance with the laws of the State of CALIFORNIA. The captions in this Agreement are for convenience of reference only and shall not define or limit any of the terms or provisions hereof. This Agreement constitutes the entire agreement between Lessor and Lessee. No waiver, consent, modification or change of terms of this Agreement shall bind either party unless in writing signed by both parties, and then such waiver, consent, modification or change shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, representations or warranties, express or implied, not specified herein regarding this Agreement or the SMARTnet Services leased hereunder. Any terms and conditions of any purchase order or other document (with the exception of supplements) submitted by Lessee in connection with this Agreement which are in addition to or inconsistent with the terms and conditions of this Agreement will not be binding on Lessor and will not apply to this Agreement. Lessee by the signature below of its authorized representative acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year set forth below.

**COUNTY OF RIVERSIDE, CA**  
as lessee

**BANC OF AMERICA LEASING & CAPITAL, LLC**  
as lessor

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

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

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

FORM APPROVED COUNTY COUNSEL  
BY: Neal R. Kipnis 9/23/14  
NEAL R. KIPNIS DATE

SCHEDULE OF PAYMENTS

Attached to and made a part of that certain Payment Plan Agreement No. 500-3150642-000 dated as of October 7, 2014 by and between BANC OF AMERICA LEASING & CAPITAL, LLC, as lessor, and COUNTY OF RIVERSIDE, CA, as lessee.

Commencement Date: Date of funding, as confirmed by notice from Lessor to Lessee.

Service Term: 3 years beginning with Commencement Date.

Installment payments are payable ANNUAL in ADVANCED of the period to which they relate. Installment payment due dates will be based on the Commencement Date, and established in Lessor's notification to Lessee of the Commencement Date.

Installment Payment Number	Installment Payment Due Date	Installment Payment Amount	Prepayment Amount
<b>SEE ATTACHED EXHIBIT A-1 - INSTALLMENT PAYMENT SCHEDULE ATTACHED HERE TO AND MADE A PART HEREOF.</b>			

IN WITNESS WHEREOF, the parties hereto have caused this Schedule of Payments to be duly executed as of the day and year set forth below

COUNTY OF RIVERSIDE, CA  
Lessee

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

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

FORM APPROVED COUNTY COUNSEL

BY: NEAL R. KIPNIS

12/23/14  
DATE

# COUNTY OF RIVERSIDE



## Board of Supervisors

District 1	<b>Kevin Jeffries</b> 951-955-1010
District 2	<b>John F. Tavaglione</b> 951-955-1020
District 3	<b>Jeff Stone</b> 951-955-1030
District 4	<b>John Benoit</b> 951-955-1040
District 5	<b>Marion Ashley</b> 951-955-1050

### INCUMBENCY CERTIFICATE

I do hereby certify that I am the duly elected or appointed and acting Secretary/Clerk of Ixe, a body corporate and politic duly organized and existing under the laws of the **CALIFORNIA**, that I have custody of the records of such entity, and that, as of the date hereof, the individuals named below are the duly elected or appointed officers of such entity holding the offices set forth opposite their respective names. I further certify that (i) the signatures set opposite their respective names and titles are their true and authentic signatures, and (ii) such officers have the authority on behalf of such entity to enter into that certain Payment Plan Agreement No. **500-3150642-000** dated as of **October 7, 2014** (the "Agreement") between such entity and **BANC OF AMERICA LEASING & CAPITAL, LLC** and is duly authorized to execute Certificates of Acceptance, Requisition Requests, and other documents relating to the Agreement.

NAME	TITLE	SIGNATURE
Jeff Stone	Chairman, Board of Supervisors	_____
Christopher Hans	Chief Information Officer	_____
Teresa Summers	RCIT Deputy Director, Administration	_____

IN WITNESS WHEREOF, I have duly executed this Certificate and affixed the seal of **COUNTY OF RIVERSIDE, CA** hereto this 7th day of October 2014.

[SEAL]

\_\_\_\_\_  
Kecia Harper-Ihem, Clerk



COUNTY OF RIVERSIDE

**Board of Supervisors**

District 1	<b>Kevin Jeffries</b> 951-955-1010
District 2	<b>John F. Tavaglione</b> 951-955-1020
District 3	<b>Jeff Stone</b> 951-955-1030
District 4	<b>John Benoit</b> 951-955-1040
District 5	<b>Marion Ashley</b> 951-955-1050

October 7, 2014

BANC OF AMERICA LEASING & CAPITAL, LLC  
135 S. LaSalle Street  
10th Floor  
Chicago, Illinois 60603bar

Re: Payment Plan Agreement No. 500-3150642-000 dated as of October 7, 2014 between BANC OF AMERICA LEASING & CAPITAL, LLC, as lessor, and COUNTY OF RIVERSIDE, CA, as lessee - Essential Use of SMARTnet Services.

Gentlemen:

This letter is to confirm and affirm that the SMARTnet Services subject to the above-referenced Agreement is essential to the governmental functions of Lessee.

The SMARTnet Services will be used by Lessee for the purpose of performing one or more of Lessee's governmental functions consistent with the permissible scope of Lessee's authority and not in any trade or business carried on by any person other than Lessee.

Very truly yours,

COUNTY OF RIVERSIDE, CA

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FORM APPROVED COUNTY COUNSEL

BY:

NEAL R. KIPNIS

DATE



**COUNTY OF RIVERSIDE, CA**  
**500-3150642-000**

**INSTALLMENT PAYMENT SCHEDULE**

<b>Installment Payment Number</b>	<b>Installment Payment Due Date</b>	<b>Installment Payment Amount</b>	<b>Prepayment Amount</b>
Commencement Date:	10/07/2014		NC
1	10/07/2014	565,775.54	1,131,551.06
2	10/07/2015	565,775.54	565,775.53
3	10/07/2016	565,775.54	0.00
Grand Totals		1,697,326.62	



Quote Date: 23-Jul-14  
 Bill To: RIVERSIDE COUNTY INFORMATION TECHNOLOGY

RIVERSIDE COUNTY INFORMATION TECHNOLOGY

\*\* BUDGETARY NUMBERS ONLY \*\*

All Amounts are subject to verification of Item Name, Serial Number and corresponding Coverage Dates with Cisco.



Product Number	SmartNet SKU	Serial Number	Start Date	End Date	Annual List Price	Qty	Prorated Total	Customer Price	Contract #	Coverage	Address	City	Comments
ASAS550-BUN/K9	CON-NCFP-A55500B	JMX1132L05H	01-Sep-2014	31-Aug-2017	\$ 5,374.00	1	\$ 5,374.00	\$ 7,738.56	93554317	NCFP-CMBSVC 24X7X4 (24X7X4 6147 RIVER CREST DRIVE	RIVERSIDE		
ASAS550-BUN/K9	CON-NCFP-A55500B	JMX1132L05J	01-Sep-2014	31-Aug-2017	\$ 5,374.00	1	\$ 5,374.00	\$ 7,738.56	93554317	NCFP-CMBSVC 24X7X4 (24X7X4 6147 RIVER CREST DRIVE	RIVERSIDE		
CISCO2811	CON-NCFP-2811	FTX0927A2J5	01-Sep-2014	31-Oct-2016	\$ 773.00	1	\$ 773.00	\$ 804.09	93554317	NCFP-CMB SVC 8X5XNBD (8X5X 6147 RIVER CREST DRIVE	RIVERSIDE		
WS-C4948-10GE	CON-NCFP-494810GE	FOX11230PSY	01-Sep-2014	31-Aug-2017	\$ 2,318.00	1	\$ 2,318.00	\$ 3,337.92	93554317	NCFP-CMBSVC 24X7X4 (24X7X4 6147 RIVER CREST DRIVE	RIVERSIDE		
WS-C6506-E	CON-NCFP-W5-C6506	SALL133XZTQ	01-Sep-2014	31-Aug-2017	\$ 14,114.00	1	\$ 14,114.00	\$ 20,324.16	93554317	NCFP-CMBSVC 24X7X4 (24X7X4 6147 RIVER CREST DRIVE	RIVERSIDE		
SPA-2XOC3-ATM	CON-NCFP-2XOC3ATM		01-Sep-2014	31-Dec-2016	\$ 1,646.00	1	\$ 1,646.00	\$ 1,846.48	93554317	NCFP-CMBSVC 24X7X4 (24X7X4 6147 RIVER CREST DRIVE	RIVERSIDE		
7600-SIP-200	CON-NCFP-7600SIP2		01-Sep-2014	31-Aug-2017	\$ 3,870.00	1	\$ 3,870.00	\$ 5,572.80	93554317	NCFP-CMB SVC 8X5XNBD (8X5X 6147 RIVER CREST DRIVE	RIVERSIDE		
CISCO1841-HSEC/K9	CON-NCFP-C1841HSE		01-Sep-2014	31-Oct-2016	\$ 222.00	1	\$ 222.00	\$ 230.93	93554317	NCFP-CMB SVC 8X5XNBD (8X5X 6147 RIVER CREST DRIVE	RIVERSIDE		
CISCO2706/VR	CON-NCFP-7206		01-Sep-2014	31-Aug-2017	\$ 2,149.00	1	\$ 2,149.00	\$ 3,094.56	93554317	NCFP-CMBSVC 24X7X4 (24X7X4 6147 RIVER CREST DRIVE	RIVERSIDE		
ASAS520-K8	CON-NCFP-A52X8	JMX1137W0VZ	01-Sep-2014	31-Oct-2016	\$ 773.00	1	\$ 773.00	\$ 804.09	93554317	NCFP-CMBSVC 24X7X4 (24X7X4 6147 RIVER CREST DRIVE	RIVERSIDE		
CISCO2811-HSEC/K9	CON-NCFP-C2811HSE	FX111424430	01-Sep-2014	31-Oct-2016	\$ 773.00	1	\$ 773.00	\$ 804.09	93554317	NCFP-CMB SVC 8X5XNBD (8X5X 6147 RIVER CREST DRIVE	RIVERSIDE		
CISCO2811-HSEC/K9	CON-NCFP-C2811HSE	FX11142442Y	01-Sep-2014	31-Oct-2016	\$ 773.00	1	\$ 773.00	\$ 804.09	93554317	NCFP-CMB SVC 8X5XNBD (8X5X 6147 RIVER CREST DRIVE	RIVERSIDE		
ASAS520-K8	CON-NCFP-A52X8	JMX1148L1Z6	01-Sep-2014	31-Oct-2016	\$ 2,149.00	1	\$ 2,149.00	\$ 3,094.56	93554317	NCFP-CMBSVC 24X7X4 (24X7X4 6147 RIVER CREST DRIVE	RIVERSIDE		
CISCO2801-HSEC/K9	CON-NCFP-C2801HSC	FX1150W0U3	01-Sep-2014	31-Oct-2016	\$ 555.00	1	\$ 555.00	\$ 571.32	93554317	NCFP-CMB SVC 8X5XNBD (8X5X 6147 RIVER CREST DRIVE	RIVERSIDE		
WS-C3750E-24TD-S	CON-NCFP-3750E2TS	CAT1148W03A	01-Sep-2014	31-Aug-2017	\$ 1,008.00	1	\$ 1,008.00	\$ 1,451.52	93554317	NCFP-CMB SVC 8X5XNBD (8X5X 6147 RIVER CREST SUITE A	RIVERSIDE		
CISCO2811-HSEC/K9	CON-NCFP-C2811HSE	FX1209AUUQ	01-Sep-2014	31-Oct-2016	\$ 773.00	1	\$ 773.00	\$ 804.09	93554317	NCFP-CMB SVC 8X5XNBD (8X5X 6147 RIVER CREST DRIVE	RIVERSIDE		
CISCO2811	CON-NCFP-2811	FX1215A2S9	01-Sep-2014	31-Oct-2016	\$ 773.00	1	\$ 773.00	\$ 804.09	93554317	NCFP-CMB SVC 8X5XNBD (8X5X 6147 RIVER CREST DRIVE	RIVERSIDE		
CISCO2811	CON-NCFP-2811	FX1215A2XN	01-Sep-2014	31-Oct-2016	\$ 773.00	1	\$ 773.00	\$ 804.09	93554317	NCFP-CMB SVC 8X5XNBD (8X5X 6147 RIVER CREST DRIVE	RIVERSIDE		
CISCO2811	CON-NCFP-2811	FX1218A1DN	01-Sep-2014	31-Oct-2016	\$ 773.00	1	\$ 773.00	\$ 804.09	93554317	NCFP-CMB SVC 8X5XNBD (8X5X 6147 RIVER CREST DRIVE	RIVERSIDE		
CISCO2811	CON-NCFP-2811	FX1222A28Q	01-Sep-2014	31-Oct-2016	\$ 773.00	1	\$ 773.00	\$ 804.09	93554317	NCFP-CMB SVC 8X5XNBD (8X5X 6147 RIVER CREST SUITE A	RIVERSIDE		
CISCO2811-HSEC/K9	CON-NCFP-C2811HSE	FX1222A46T	01-Sep-2014	31-Oct-2016	\$ 773.00	1	\$ 773.00	\$ 804.09	93554317	NCFP-CMB SVC 8X5XNBD (8X5X 6147 RIVER CREST SUITE A	RIVERSIDE		
WS-C3560-24PS-E	CON-NCFP-356024PE	FD01218X04S	01-Sep-2014	31-Jul-2015	\$ 555.00	1	\$ 555.00	\$ 507.86	93554317	NCFP-CMB SVC 8X5XNBD (8X5X 6147 RIVER CREST DRIVE	RIVERSIDE		
WS-C3560-24PS-E	CON-NCFP-356024PE	FD01218X07Q	01-Sep-2014	31-Jul-2015	\$ 555.00	1	\$ 555.00	\$ 507.86	93554317	NCFP-CMB SVC 8X5XNBD (8X5X 6147 RIVER CREST DRIVE	RIVERSIDE		
WS-C3560-24PS-E	CON-NCFP-356024PE	FD01218X07S	01-Sep-2014	31-Jul-2015	\$ 555.00	1	\$ 555.00	\$ 507.86	93554317	NCFP-CMB SVC 8X5XNBD (8X5X 6147 RIVER CREST DRIVE	RIVERSIDE		
CISCO2811	CON-NCFP-2811	FX1223A0XA	01-Sep-2014	31-Oct-2016	\$ 773.00	1	\$ 773.00	\$ 804.09	93554317	NCFP-CMB SVC 8X5XNBD (8X5X 6147 RIVER CREST DRIVE	RIVERSIDE		
CISCO1841-HSEC/K9	CON-NCFP-C1841HSE	FTX0959W0UN	01-Sep-2014	31-Oct-2016	\$ 222.00	1	\$ 222.00	\$ 243.77	93554317	NCFP-CMB SVC 8X5XNBD (8X5X 6147 RIVER CREST DRIVE	RIVERSIDE		
7600-SIP-200	CON-NCFP-7600SIP2	JAE1221IHV2	01-Sep-2014	31-Aug-2017	\$ 3,870.00	1	\$ 3,870.00	\$ 5,572.80	93554317	NCFP-CMBSVC 24X7X4 (24X7X4 6147 RIVER CREST DRIVE	RIVERSIDE		
SPA-2XT3/E3	CON-NCFP-2XT3E3	JAE12259M72	01-Sep-2014	31-Oct-2016	\$ 773.00	1	\$ 773.00	\$ 804.09	93554317	NCFP-CMB SVC 8X5XNBD (8X5X 6147 RIVER CREST DRIVE	RIVERSIDE		
SPA-8XCHT1/E1	CON-NCFP-8XCHT1E1	JAE1221XPXZ	01-Sep-2014	31-Aug-2017	\$ 1,426.00	1	\$ 1,426.00	\$ 2,249.60	93554317	NCFP-CMBSVC 24X7X4 (24X7X4 6147 RIVER CREST DRIVE	RIVERSIDE		
SPA-8XCHT1/E1	CON-NCFP-8XCHT1E1	JAE1221XPXZ	01-Sep-2014	31-Aug-2017	\$ 1,426.00	1	\$ 1,426.00	\$ 2,249.60	93554317	NCFP-CMBSVC 24X7X4 (24X7X4 6147 RIVER CREST DRIVE	RIVERSIDE		
7609S-RSP720C-R	CON-NCFP-7609SRCK	JAE1221XPXZ	01-Sep-2014	31-Aug-2017	\$ 15,590.00	1	\$ 15,590.00	\$ 22,449.60	93554317	NCFP-CMBSVC 24X7X4 (24X7X4 6147 RIVER CREST DRIVE	RIVERSIDE		
SPA-2XCT3/D50	CON-NCFP-2XCT3D50	JAE12078MWS	01-Sep-2014	31-Aug-2017	\$ 3,072.00	1	\$ 3,072.00	\$ 4,423.68	93554317	NCFP-CMBSVC 24X7X4 (24X7X4 6147 RIVER CREST SUITE A	RIVERSIDE		
SPA-8XCHT1/E1=	CON-NCFP-8XCHT1E1	JAE1223K1BB	01-Sep-2014	31-Aug-2017	\$ 704.00	1	\$ 704.00	\$ 1,013.76	93554317	NCFP-CMB SVC 8X5XNBD (8X5X 6147 RIVER CREST DRIVE	RIVERSIDE		
CISCO2811	CON-NCFP-2811	FX12259M72	01-Sep-2014	31-Oct-2016	\$ 773.00	1	\$ 773.00	\$ 804.09	93554317	NCFP-CMB SVC 8X5XNBD (8X5X 6147 RIVER CREST DRIVE	RIVERSIDE		
CISCO2811	CON-NCFP-2811	FX12259M72	01-Sep-2014	31-Oct-2016	\$ 773.00	1	\$ 773.00	\$ 804.09	93554317	NCFP-CMB SVC 8X5XNBD (8X5X 6147 RIVER CREST DRIVE	RIVERSIDE		
C3845-VSEC/K9	CON-NCFP-3845V9K9	FTX09939A2BN	01-Sep-2014	31-Oct-2016	\$ 6,015.93	1	\$ 6,015.93	\$ 2,887.65	93554317	NCFP-CMB SVC 8X5XNBD (8X5X 6147 RIVER CREST DRIVE	RIVERSIDE		
CISCO2811-HSEC/K9	CON-NCFP-C2811HSE	FX1223A43K1	01-Sep-2014	31-Oct-2016	\$ 2,776.00	1	\$ 2,776.00	\$ 2,887.65	93554317	NCFP-CMB SVC 8X5XNBD (8X5X 6147 RIVER CREST DRIVE	RIVERSIDE		
CISCO2811	CON-NCFP-2811	FX1223A40U8	01-Sep-2014	31-Oct-2016	\$ 773.00	1	\$ 773.00	\$ 804.09	93554317	NCFP-CMB SVC 8X5XNBD (8X5X 6147 RIVER CREST SUITE A	RIVERSIDE		
CISCO2811	CON-NCFP-2811	FX1223A40U2	01-Sep-2014	31-Oct-2016	\$ 773.00	1	\$ 773.00	\$ 804.09	93554317	NCFP-CMB SVC 8X5XNBD (8X5X 6147 RIVER CREST SUITE A	RIVERSIDE		
CISCO2811	CON-NCFP-2811	FX1302A06M	01-Sep-2014	31-Oct-2016	\$ 966.00	1	\$ 966.00	\$ 1,406.38	93554317	NCFP-CMB SVC 8X5XNBD (8X5X 6147 RIVER CREST DRIVE	RIVERSIDE		
CISCO2811-HSEC/K9	CON-NCFP-C2811HSE	FX1305A416	01-Sep-2014	31-Oct-2016	\$ 1,352.00	1	\$ 1,352.00	\$ 2,929.95	93554317	NCFP-CMB SVC 8X5XNBD (8X5X 6147 RIVER CREST DRIVE	RIVERSIDE		
WS-C3560G-24TS-S	CON-NCFP-3560G2TS	F0C1315W0ZK	01-Sep-2014	31-Aug-2017	\$ 509.00	1	\$ 509.00	\$ 732.96	93554317	NCFP-CMB SVC 8X5XNBD (8X5X 6147 RIVER CREST SUITE A	RIVERSIDE		
CISCO2811-HSEC/K9	CON-NCFP-C2811HSE	FX1312A3JP	01-Sep-2014	31-Oct-2016	\$ 773.00	1	\$ 773.00	\$ 804.09	93554317	NCFP-CMB SVC 8X5XNBD (8X5X 6147 RIVER CREST SUITE A	RIVERSIDE		
CISCO2811	CON-NCFP-2811	FX1313A1DY	01-Sep-2014	31-Oct-2016	\$ 773.00	1	\$ 773.00	\$ 804.09	93554317	NCFP-CMB SVC 8X5XNBD (8X5X 6147 RIVER CREST SUITE A	RIVERSIDE		
CISCO2811	CON-NCFP-2811	FX1320A1TK	01-Sep-2014	31-Oct-2016	\$ 773.00	1	\$ 773.00	\$ 804.09	93554317	NCFP-CMB SVC 8X5XNBD (8X5X 6147 RIVER CREST SUITE A	RIVERSIDE		
WS-C3560-24PS-E	CON-NCFP-356024PE	FD01315X00M	01-Sep-2014	31-Jul-2015	\$ 555.00	1	\$ 555.00	\$ 243.77	93554317	NCFP-CMB SVC 8X5XNBD (8X5X 6147 RIVER CREST DRIVE	RIVERSIDE		
WS-C3560-24PS-E	CON-NCFP-356024PE	FD01315X02H	01-Sep-2014	31-Jul-2015	\$ 555.00	1	\$ 555.00	\$ 243.77	93554317	NCFP-CMB SVC 8X5XNBD (8X5X 6147 RIVER CREST DRIVE	RIVERSIDE		
C2801-VSEC-SRST/K9	CON-NCFP-C2801VSR	FX133180FM	01-Sep-2014	31-Oct-2016	\$ 696.00	1	\$ 696.00	\$ 723.99	93554317	NCFP-CMB SVC 8X5XNBD (8X5X 6147 RIVER CREST DRIVE	RIVERSIDE		
C2801-VSEC-SRST/K9	CON-NCFP-C2801VSR	FX133180FU	01-Sep-2014	31-Oct-2016	\$ 696.00	1	\$ 696.00	\$ 723.99	93554317	NCFP-CMB SVC 8X5XNBD (8X5X 6147 RIVER CREST DRIVE	RIVERSIDE		
C2801-VSEC-SRST/K9	CON-NCFP-C2801VSR	FX133180GM	01-Sep-2014	31-Oct-2016	\$ 696.00	1	\$ 696.00	\$ 723.99	93554317	NCFP-CMB SVC 8X5XNBD (8X5X 6147 RIVER CREST DRIVE	RIVERSIDE		
C2801-VSEC-SRST/K9	CON-NCFP-C2801VSR	FX133180GR	01-Sep-2014	31-Oct-2016	\$ 696.00	1	\$ 696.00	\$ 723.99	93554317	NCFP-CMB SVC 8X5XNBD (8X5X 6147 RIVER CREST DRIVE	RIVERSIDE		
C2801-VSEC-SRST/K9	CON-NCFP-C2801VSR	FX133180GT	01-Sep-2014	31-Oct-2016	\$ 696.00	1	\$ 696.00	\$ 723.99	93554317	NCFP-CMB SVC 8X5XNBD (8X5X 6147 RIVER CREST DRIVE	RIVERSIDE		
C2801-VSEC-SRST/K9	CON-NCFP-C2801VSR	FX133180HS	01-Sep-2014	31-Oct-2016	\$ 696.00	1	\$ 696.00	\$ 723.99	93554317	NCFP-CMB SVC 8X5XNBD (8X5X 6147 RIVER CREST DRIVE	RIVERSIDE		
WS-C4948-10GE	CON-NCFP-494810GE	FOX09280218	01-Sep-2014	31-Oct-2016	\$ 2,318.00	1	\$ 2,318.00	\$ 3,337.92	93554317	NCFP-CMBSVC 24X7X4 (24X7X4 6147 RIVER CREST SUITE A	RIVERSIDE		
C2801-VSEC-SRST/K9	CON-NCFP-C2801VSR	FX1330842H	01-Sep-2014	31-Oct-2016	\$ 696.00	1	\$ 696.00	\$ 723.99	93554317	NCFP-CMB SVC 8X5XNBD (8X5X 6147 RIVER CREST SUITE A	RIVERSIDE		
CISCO2706/VR	CON-NCFP-7206	78283813	01-Sep-2014	31-Aug-2017	\$ 6,086.00	1	\$ 6,086.00	\$ 8,763.84	93554317	NCFP-CMBSVC 24X7X4 (24X7X4 6147 RIVER CREST DRIVE	RIVERSIDE		















2. 100% Billed on Net 30 Terms

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be properly executed intending that it should be legally binding upon them and their respective heirs, successors and assigns.

\_\_\_\_\_  
NEXUS IS, INC. Signature

\_\_\_\_\_  
Printed Name & Date

\_\_\_\_\_  
Buyer Signature

\_\_\_\_\_  
Printed Name & Date







NEXUS IS, INC. Signature

Printed Name & Date

Buyer Signature

Printed Name & Date