

FORM APPROVED COUNTY COUNSEL  
 BY: *Neal R. Kipnis*  
 DATE: *2/28/13*

665  
 SUBMITTAL TO THE BOARD OF SUPERVISORS  
 COUNTY OF RIVERSIDE, STATE OF CALIFORNIA



FROM: Riverside County Information Technology (RCIT)

SUBMITTAL DATE:  
 February 28, 2013

SUBJECT: APPROVAL OF THE SERVICE AGREEMENTS WITH CHARTER FIBERLINK CA-CCO, LLC. TO UPGRADE EXISTING CORE BACKBONE CIRCUITS

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve and execute the service agreements with Charter Fiberlink CA-CCO, LLC. amending the total annual amount by \$50,945.40 to an annual total of \$144,185.40, with an option to renew the contracts for one additional year;
2. Authorize the Purchasing Agent in accordance with ordinance 459, to sign the purchase orders, 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 in the agreement, and;
3. Direct the Clerk of the Board to return three (3) original signed amendments to RCIT.

BACKGROUND:  
 (Continued on page 2)

*Kevin K Crawford*  
 Kevin K Crawford  
 Chief Information Officer

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 144,185	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	12/13

SOURCE OF FUNDS: RCIT Operating Budget	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input type="checkbox"/>

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

BY: *Christopher M. Hans*  
 County Executive Office Signature **Christopher M. Hans**

- Policy
- Policy
- Consent
- Consent

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Ashley, seconded by Supervisor Stone and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Dept'l Recomm.:  
 Per Exec. Ofc.:  
 Ayes: Jeffries, Tavaglione, Stone, Benoit and Ashley  
 Nays: None  
 Absent: None  
 Date: March 12, 2013  
 xc: RCIT, Purchasing

Kecia Harper-Ihem  
 Clerk of the Board  
 By: *Kecia Harper-Ihem*  
 Deputy

**Form 11: APPROVAL OF THE SERVICE AGREEMENTS WITH CHARTER FIBERLINK CA-CCO, LLC. TO UPGRADE EXISTING CORE BACKBONE CIRCUITS**

Date: February 28, 2013  
Page 2

**BACKGROUND:**

In May 2009 RCIT increased the Cornet backbone from 45 mbps to 100 mbps to increase data traffic bandwidth between three County of Riverside hub locations. Since that time, data bandwidth utilization has slowly increased until the current backbone links are approaching saturation, resulting in slower network performance. With the anticipated growth of the converged network with VoIP, Active Directory, CRM, Exchange, streaming Video, site to site disaster recovery backups, and increased reliance on internet resources the additional bandwidth is necessary to meet business demands.

**Price Reasonableness:**

In October 2008, Purchasing released a Request for Quote ITARC069, mailed the RFQ to eleven (11) vendors, and advertised on the Internet. Purchasing received two quotes ranging from \$7,878 to \$34,884 in monthly recurring charges (MRC). Purchasing and RCIT reviewed the bids and of the two bidders, Charter was the lowest and most responsive/responsible bidder. The County is receiving an annual discount from Charter of \$ 11,086.56.

By amending the current agreement to increase the circuit from 100 Mbs to 1 Gbps, the new annual cost will be \$144,185.40 which includes estimated applicable taxes and fees, for the core backbone circuits. Charter is amending the existing contract through Amendment No. 1 for this renewal.



201210162346429

**SERVICE ORDER**

**Under the Data Transport Service Agreement**

This Service Order is executed on Jan 08, 2013 and modifies the Service Agreement dated Jul 28, 2009 by and between Charter Fiberlink CA-CCO, LLC, ("Charter Business" or "Charter") with local offices at 4781 Irwindale Ave, Irwindale CA 91706 and County of Riverside-ITARC069\_Murrieta Facility to Riverside CAC, ("Customer") with offices located at 30755 Auld Rd, Murrieta, CA 92563-2599. Except as specifically modified herein, all other terms and conditions of the Agreement and Standard Terms of Service shall remain unamended and in full force and effect.

**CUSTOMER INFORMATION:**

Account Name: County of Riverside-ITARC069\_Murrieta Facility to Riverside CAC

Invoicing Address: \_\_\_\_\_

Invoicing Special Instructions: \_\_\_\_\_

**1. SITE-SPECIFIC INFORMATION:**

New  Renew  Change: Order Type: **Mid Contract Upgrade**  
 Proposed Installation Date: **Determined by Riverside County within 2013**

Service Location (Address): 30755 Auld Rd, Murrieta, CA 92563-2599

Service Location Name (for purposes of identification): \_\_\_\_\_

Service Location Special Instructions: RCIT ITARC069 backbone circuit upgrade from 100 mbps to 1 g. Contract end date effective 11/21/2013 per original contract 200902120924021.

Non-Hospitality or Non-Video

**Customer Contact Information.** To facilitate communication the following information is provided as a convenience and may be updated at any time without affecting the enforceability of the terms and conditions herein:

	Billing Contact	Site Contact	Technical Contact
Name		Patrick Elliano	Patrick Elliano
Phone		(951) 486-7796	(951) 486-7796
Fax		_____	
Cell			
Email Address		patrick.elliano@rivcoit.org	Patrick.Elliano@RivCoIT.org

MONTHLY SERVICE FEES:	
<b>Data Services:</b>	
Charter Business Bundle: No Bundle *	
<u>Base Service</u>	
MEF Service Types (if applicable): _____	\$3,890.00
Speed: 1 Gbps (Down/Up)	
CPE: _____	

\* If Customer has selected the Charter Business Special Offers, the Section 3(f) of the Standard Terms of Service (for Charter Business Bundle) shall apply.

ONE-TIME CHARGES:	
One-Time Standard Installation Fee:	\$0.00
<b>ONE-TIME CHARGES \$0.00</b>	

**2. TOTAL FEES.**

Total Monthly Service Fees of \$3,890.00 are due upon receipt of the monthly invoice. Plus applicable taxes, fees and surcharges.

3. **SERVICE PERIOD.** The Service Period of this Service Order shall end on 11/21/2013 with the option to renew for one (1) additional year.

4. **TROUBLE REPORTS.** Charter Business Network Operations Center: 866.603.3199

Charter operates and maintains the Charter Business Network Operations Center ("CB NOC"), which is staffed 24 hours a day, 7 days a week, 365 days a year. To report suspected problems with your fiber-based Service(s) call the CB NOC for support @ 866.603.3199. Charter shall provide a telephone response to such calls within one (1) hour, and, if necessary, initiate a physical response within four (4) hours of receiving Customer's call reporting the problem. Once the CB NOC representative has received the necessary information, a Customer Trouble Ticket will be assigned and investigation of Trouble Ticket will begin. After the status of the Trouble Ticket has been determined, the CB NOC will contact Customer's designated contact individual at the appropriate number to discuss the findings.

5. **SERVICE CREDITS.** Customer shall be entitled to one (1) hour of service credit per Site per affected fiber optic-based Service (i.e. circuit) for each hour of Service Interruption if the interruption: (a) exceeds four (4) consecutive hours, (b) is not caused by Customer, or its agents, employees, licensees, or contractors, or a Force Majeure Event, (c) is not caused by Customer-provided equipment or facilities beyond the demarcation point, (d) is not caused by scheduled maintenance, and (e) a Trouble Ticket has been opened within 24 hours of the commencement of the interruption. Service Credits shall not apply to any period of time for which Charter is not granted access, if necessary, to the applicable Customer Site. A "Service Interruption" is the continuous period of time during which a respective Service is not provided substantially as ordered to one or more Customer Sites. A Service Interruption commences when Charter becomes aware of such Service Interruption of a Service and ends when the Service is operational and the Trouble Ticket is closed.

A Service Credit is calculated as follows:

\* Service Credit = Per Hour Rate X (# of consecutive hours during Service interruption)

\* Per Hour Rate = Per Day Rate/twenty-four (24)

\* Per Day Rate = Monthly Service Charge/thirty (30) days

(30 = average days in one [1] month)

Any Service interruption that exceeds a consecutive period of twelve (12) hours shall be considered an outage for one (1) day.

Example:

If Customer is paying a \$10,000 Monthly Service Fee and a Service interruption of one (1) day (or 24 hours) occurs, the Service Credit shall be equal to \$333.33 and shall be applied on the billing cycle following the date Charter makes its credit determination:

Per Day Rate = \$10,000/30 days = \$333.33  
Per Hour Rate = \$333.33/24 hours = \$13.89

Service Credit = 1 day X \$333.33 = \$333.33  
OR  
24 hours X \$13.89 = \$333.33

Service credits will be based on the Customer's Monthly Service Fee for those Sites and specific Services affected by the Service Interruption. Non-recurring, equipment and usage-based charges are excluded. The sum of all Service Credits shall not exceed the Customer's total Monthly Service Fees for the month in which the Service interruption occurred. The Customer must contact Charter Business at 866.603.3199 (or successor applicable toll-free number) to request a Service Credit for a specific Service Interruption. Charter Business will exercise commercially reasonable efforts to respond to such Service Credit requests within fifteen (15) business days of receipt thereof. The approved Service Credit will be applied on the billing cycle following the date Charter makes its credit determination. Service Credits shall be Customer's sole and exclusive remedy for Charter's failure to provide Services as warranted.

- 6. **NO UNTRUE STATEMENTS.** Customer further represents and warrants to Charter that neither this Service Order, nor any other information, including without limitation, any schedules or drawings furnished to Charter contains any untrue or incorrect statement of material fact or omits or fails to state a material fact.
- 7. **CONFIDENTIALITY.** Customer hereby agrees to keep confidential and not to disclose directly or indirectly to any third party, the terms of this Service Order or any other related Service Orders, except as may be required by law. If any unauthorized disclosure is made by Customer and/or its agent or representative, Charter shall be entitled to, among other damages arising from such unauthorized disclosure, injunctive relief and a penalty payment in the amount of the total One-Time Charges associated with this Service Order; and Charter shall have the option of terminating this Service Order, other related Service Orders and/or the Service Agreement.
- 8. **ENTIRE AGREEMENT.** The terms and conditions of the Service Agreement will remain in full force and effect, except as modified by this Service Order. This Service Order will serve to supplement the Service Agreement. In the event of any conflict between the provisions of this Service Order and the provisions of the Service Agreement excluding those set forth in Indemnification of the Standard Terms of Service, the provisions of this Service Order shall prevail. All terms not otherwise defined herein will have the same meaning ascribed to them in the Service Agreement. This Service Order supersedes and replaces any and all other Service Orders, either oral or written, regarding the specific Service Locations. This Service Order may not be amended except by a written agreement signed by both parties. The person signing on behalf of the Customer represents that he/she has full authority to bind Customer to the terms and conditions of this Service Order.
- 9. **FACSIMILE.** A copy sent via fax machine or scanned and e-mailed of a duly executed Agreement and Service Order signed by both authorized parties shall be considered evidence of a valid order, and Charter may rely on such copy of the Agreement and Service Order as if it were the original.

NOW THEREFORE, Charter and Customer agree to the terms and conditions included within this Service Order and hereby execute this Service Order by their duly authorized representatives.

Charter Fiberlink CA-CCO, LLC

County of Riverside-ITARC069\_Murrieta Facility to Riverside CAC

By:

By: Charter Communications, Inc., its Manager

Signature: [Signature]

Printed Name: Gail Kodama

Title: Director

Date: 2-28-13

Charter Business Account Executive:

Name: Todd Allen

Signature: [Signature]

Printed Name: JOHN J. BENOIT

Title: CHAIRMAN, BOARD OF SUPERVISORS

Date: MAR 12 2013

Telephone: (626) 430-3398

FORM APPROVED COUNTY COUNSEL

BY: [Signature] DATE

:006000000A15gu

ATTEST:  
KECIA HARPER-IHEM, Clerk

By: [Signature]  
DEPUTY

CBCR v2

MAR 12 2013 3-36



201210162346421

**SERVICE ORDER**

**Under the Data Transport Service Agreement**

This Service Order is executed on Jan 08, 2013 and modifies the Service Agreement dated Jul 28, 2009 by and between Charter Fiberlink CA-CCO, LLC, ("Charter Business" or "Charter") with local offices at 4781 Inwindale Ave, Inwindale CA 91706 and County of Riverside-ITARC069\_Indio CAC to Riverside CAC, ("Customer") with offices located at 82675 US Highway 111, Indio, CA 92201-5635. Except as specifically modified herein, all other terms and conditions of the Agreement and Standard Terms of Service shall remain unamended and in full force and effect.

**CUSTOMER INFORMATION:**

Account Name: County of Riverside-ITARC069\_Indio CAC to Riverside CAC  
 Invoicing Address: \_\_\_\_\_  
 Invoicing Special Instructions: \_\_\_\_\_

**1. SITE-SPECIFIC INFORMATION:**

New  Renew  Change: Order Type: Mid Contract: Upgrade  
 Proposed Installation Date: Determined by Riverside County within 2013  
 Service Location (Address): 82675 US Highway 111, Indio, CA 92201-5635

Service Location Name (for purposes of identification): \_\_\_\_\_

Service Location Special Instructions: RCIT ITARC069 backbone circuit upgrade from 100 mbps to 1 gig. Contract end date effective 11/21/2013 with the option to renew for one (1) additional year ending 11/21/2014 per original contract 200902120924018.

Non-Hospitality or Non-Video

**Customer Contact Information.** To facilitate communication the following information is provided as a convenience and may be updated at any time without affecting the enforceability of the terms and conditions herein:

	Billing Contact	Site Contact	Technical Contact
Name		Patrick Elliano	Patrick Elliano
Phone		(951) 486-7796	(951) 486-7796
Fax		_____	
Cell			
Email Address		patrick.elliano@rivcoit.org	Patrick.Elliano@RivCoIT.org

**MONTHLY SERVICE FEES:****Data Services:**

Charter Business Bundle: No Bundle \*

Base Service

MEF Service Types (if applicable): \_\_\_\_\_ \$3,890.00

Speed: \_\_\_\_\_ 1 Gbps (Down/Up)

CPE: \_\_\_\_\_

\* If Customer has selected the Charter Business Special Offers, the Section 3(i) of the Standard Terms of Service (for Charter Business Bundle) shall apply.

**ONE-TIME CHARGES:**

ONE-TIME CHARGES \$0.00

**2. TOTAL FEES.**

Total Monthly Service Fees of \$3,890.00 are due upon receipt of the monthly invoice. Plus applicable taxes, fees and surcharges

**3. SERVICE PERIOD.** The Service Period of this Service Order shall end on 11/21/2013 with the option to renew for one (1) additional year.**4. TROUBLE REPORTS.** Charter Business Network Operations Center: 866.603.3199

Charter operates and maintains the Charter Business Network Operations Center ("CB NOC"), which is staffed 24 hours a day, 7 days a week, 365 days a year. To report suspected problems with your fiber-based Service(s) call the CB NOC for support @ 866.603.3199. Charter shall provide a telephone response to such calls within one (1) hour, and, if necessary, initiate a physical response within four (4) hours of receiving Customer's call reporting the problem. Once the CB NOC representative has received the necessary information, a Customer Trouble Ticket will be assigned and investigation of Trouble Ticket will begin. After the status of the Trouble Ticket has been determined, the CB NOC will contact Customer's designated contact individual at the appropriate number to discuss the findings.

**5. SERVICE CREDITS.** Customer shall be entitled to one (1) hour of service credit per Site per affected fiber optic-based Service (i.e. circuit) for each hour of Service Interruption if the interruption: (a) exceeds four (4) consecutive hours, (b) is not caused by Customer, or its agents, employees, licensees, or contractors, or a Force Majeure Event, (c) is not caused by Customer-provided equipment or facilities beyond the demarcation point, (d) is not caused by scheduled maintenance, and (e) a Trouble Ticket has been opened within 24 hours of the commencement of the interruption. Service Credits shall not apply to any period of time for which Charter is not granted access, if necessary, to the applicable Customer Site. A "Service Interruption" is the continuous period of time during which a respective Service is not provided substantially as ordered to one or more Customer Sites. A Service Interruption commences when Charter becomes aware of such Service Interruption of a Service and ends when the Service is operational and the Trouble Ticket is closed.

A Service Credit is calculated as follows:

\* Service Credit = Per Hour Rate X (# of consecutive hours during Service interruption)

\* Per Hour Rate = Per Day Rate/twenty-four (24)

\* Per Day Rate = Monthly Service Charge/thirty (30) days

(30 = average days in one [1] month)

Any Service interruption that exceeds a consecutive period of twelve (12) hours shall be considered an outage for one (1) day.

Example:

If Customer is paying a \$10,000 Monthly Service Fee and a Service interruption of one (1) day (or 24 hours) occurs, the Service Credit shall be equal to \$333.33 and shall be applied on the billing cycle following the date Charter makes its credit determination:

Per Day Rate = \$10,000/30 days = \$333.33  
Per Hour Rate = \$333.33/24 hours = \$13.89

Service Credit = 1 day X \$333.33 = \$333.33  
OR  
24 hours X \$13.89 = \$333.33

Service credits will be based on the Customer's Monthly Service Fee for those Sites and specific Services affected by the Service Interruption. Non-recurring, equipment and usage-based charges are excluded. The sum of all Service Credits shall not exceed the Customer's total Monthly Service Fees for the month in which the Service interruption occurred. The Customer must contact Charter Business at 866.603.3199 (or successor applicable toll-free number) to request a Service Credit for a specific Service Interruption. Charter Business will exercise commercially reasonable efforts to respond to such Service Credit requests within fifteen (15) business days of receipt thereof. The approved Service Credit will be applied on the billing cycle following the date Charter makes its credit determination. Service Credits shall be Customer's sole and exclusive remedy for Charter's failure to provide Services as warranted.

- 6. **NO UNTRUE STATEMENTS.** Customer further represents and warrants to Charter that neither this Service Order, nor any other information, including without limitation, any schedules or drawings furnished to Charter contains any untrue or incorrect statement of material fact or omits or fails to state a material fact.
- 7. **CONFIDENTIALITY.** Customer hereby agrees to keep confidential and not to disclose directly or indirectly to any third party, the terms of this Service Order or any other related Service Orders, except as may be required by law. If any unauthorized disclosure is made by Customer and/or its agent or representative, Charter shall be entitled to, among other damages arising from such unauthorized disclosure, injunctive relief and a penalty payment in the amount of the total One-Time Charges associated with this Service Order, and Charter shall have the option of terminating this Service Order, other related Service Orders and/or the Service Agreement.
- 8. **ENTIRE AGREEMENT.** The terms and conditions of the Service Agreement will remain in full force and effect, except as modified by this Service Order. This Service Order will serve to supplement the Service Agreement. In the event of any conflict between the provisions of this Service Order and the provisions of the Service Agreement excluding those set forth in Indemnification of the Standard Terms of Service, the provisions of this Service Order shall prevail. All terms not otherwise defined herein will have the same meaning ascribed to them in the Service Agreement. This Service Order supersedes and replaces any and all other Service Orders, either oral or written, regarding the specific Service Locations. This Service Order may not be amended except by a written agreement signed by both parties. The person signing on behalf of the Customer represents that he/she has full authority to bind Customer to the terms and conditions of this Service Order.
- 9. **FACSIMILE.** A copy sent via fax machine or scanned and e-mailed of a duly executed Agreement and Service Order signed by both authorized parties shall be considered evidence of a valid order, and Charter may rely on such copy of the Agreement and Service Order as if it were the original.

NOW THEREFORE, Charter and Customer agree to the terms and conditions included within this Service Order and hereby execute this Service Order by their duly authorized representatives.

Charter Fiberlink CA-CCO, LLC

County of Riverside-ITARC069\_Indio CAC to Riverside CAC

By:

By: Charter Communications Inc., its Manager

Signature: [Signature]

Printed Name: Gael Kodan

Title: Director

Date: 12-28-13

Signature: [Signature]

Printed Name: JOHN J. BENOIT

Title: CHAIRMAN, BOARD OF SUPERVISORS

Date: MAR 12 2013

Charter Business Account Executive:

Name: Todd Allen

Telephone: (626) 430-3398

FORM APPROVED COUNTY COUNSEL  
BY: [Signature] DATE 3/28/13  
NEAL R. KIPNIS

CBCR v2

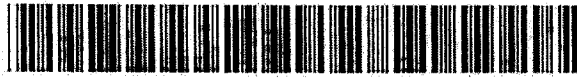
ATTEST:

KECIA HARPER-IHEM, Clerk

By: [Signature]  
DEPUTY

MAR 12 2013 3-30





201210162346416

**SERVICE ORDER**

**Under the Data Transport Service Agreement**

This Service Order is executed on Jan 08, 2013 and modifies the Service Agreement dated Jul 28, 2009 by and between Charter Fiberlink CA-CCO, LLC, ("Charter Business" or "Charter") with local offices at 4781 Irwindale Ave, Irwindale CA 91706 and County of Riverside-ITARC069\_ Hemet Facility to Riverside CAC, ("Customer") with offices located at 832 North State Street, Hemet, CA 92543. Except as specifically modified herein, all other terms and conditions of the Agreement and Standard Terms of Service shall remain unamended and in full force and effect.

**CUSTOMER INFORMATION:**

Account Name: County of Riverside-ITARC069\_ Hemet Facility to Riverside CAC  
 Invoicing Address: \_\_\_\_\_  
 Invoicing Special Instructions: \_\_\_\_\_

**1. SITE-SPECIFIC INFORMATION:**

New  Renew  Change: Order Type: Mid Contract: Upgrade  
 Proposed Installation Date: Determined by Riverside County within 2013

Service Location (Address): 832 North State Street, Hemet, CA 92543

Service Location Name (for purposes of identification): \_\_\_\_\_

Service Location Special Instructions: RCIT ITARC069 backbone circuit upgrade from 100 mbps to 1 gig. Contract end date effective 11/21/2013 with the option to renew for one (1) additional year ending 11/21/2014 per original contract 200902110923290.

Non-Hospitality or Non-Video

**Customer Contact Information.** To facilitate communication the following information is provided as a convenience and may be updated at any time without affecting the enforceability of the terms and conditions herein:

	Billing Contact	Site Contact	Technical Contact
Name		Patrick Elliano	Patrick Elliano
Phone		(951) 486-7796	(951) 486-7796
Fax		_____	
Cell			
Email Address		patrick.elliano@rivcolt.org	Patrick.Elliano@RivColT.org

MONTHLY SERVICE FEES:	
<b>Data Services:</b>	
Charter Business Bundle: No Bundle *	
<u>Base Service</u>	
MEF Service Types (if applicable): _____	\$3,890.00
Speed: _____ 1 Gbps (Down/Up)	
CPE: _____	

\* If Customer has selected the Charter Business Special Offers, the Section 3(i) of the Standard Terms of Service (for Charter Business Bundle) shall apply.

ONE-TIME CHARGES:	
One-Time Standard Installation Fee:	\$0.00
<b>ONE-TIME CHARGES \$0.00</b>	

**2. TOTAL FEES.**

Total Monthly Service Fees of \$3,890.00 are due upon receipt of the monthly invoice. PLUS APPLICABLE TAXES, FEES AND SURCHARGES.

**3. SERVICE PERIOD.** The Service Period of this Service Order shall end on 11/21/2013 with the option to renew for one (1) additional year.

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NOW THEREFORE, Charter and Customer agree to the terms and conditions included within this Service Order and hereby execute this Service Order by their duly authorized representatives.

Charter Fiberlink CA-CCO, LLC

County of Riverside-ITARC069\_ Hemet Facility to  
Riverside CAC

By:

By: Charter Communications, Inc., its Manager

Signature: [Signature]

Printed Name: Gary Kodan

Title: Director

Date: 2-7-13

Signature: [Signature]

Printed Name: JOHN J. BENOIT

Title: CHAIRMAN, BOARD OF SUPERVISORS

Date: MAR 12 2013

Charter Business Account Executive:

Name: Todd Allen

Telephone: (626) 430-3398

FORM APPROVED COUNTY COUNSEL

BY: [Signature] DATE: 2/28/13

NEAL R. KIPNIS

CBCR v2

ATTEST:

KECIA HARPER-IHEM, Clerk

By: [Signature]  
DEPUTY

MAR 12 2013 3-36