

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



ITEM  
3.13

MEETING DATE:

FROM : RIVERSIDE COUNTY INFORMATION TECHNOLOGY: Tuesday, November 8, 2016

SUBJECT: RIVERSIDE COUNTY INFORMATION TECHNOLOGY: Approval of Lease Schedule No. 500-3173332-000 with Banc of America Public Capital Corp and execute the agreement with dimension Data North America, Inc., for Cisco Equipment and Services, All Districts, [\$481,700 financed over 5 years 100% RCIT Operating Budget/ISF][Vote on Separately]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the Lease Schedule No. 500-3173332-000 with Banc of America Public Capital Corp and execute the agreement with Dimension Data North America, Inc., for Cisco equipment and services to support the RC3 data center internet upgrade project in the amount of \$481,700; and,
2. Approve Resolution 2016-221 to authorize the execution and delivery of a Lease Schedule No. 500-3173332-000 to the Master Equipment Lease/Purchase Agreement No. 3162133 dated October 8, 2015.

Policy

*Steve Reneker*

Steve Reneker

10/27/2016

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 96,340	\$ 96,340	\$ 481,700	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: 100% RCIT Operating Funds			Budget Adjustment:	NO
			For Fiscal Year:	16/17-20/21

C.E.O. RECOMMENDATION:

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Tavaglione, Washington, Benoit and Ashley  
Nays: None  
Absent: None  
Date: November 8, 2016  
xc: RCIT, Purchasing

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

3-13

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

**BACKGROUND:**

**Summary**

The request before the Board is for approval of zero percent financing through Banc of America Public Capital Corp for the purchase of CISCO hardware equipment and services to support the RC3 data center internet upgrade project.

In March of 2005, the enterprise internet hardware consisting of Cisco 7206 routers, were installed at two locations: Alessandro Communications Center and County Administrative Center (CAC). Each of the internet connections were sized at 300Mbps. Since then, daily operations have more than tripled the counties internet bandwidth up to 1Gbps.

In 2015, the RCIT network staff began to see sizable increases on our internet traffic. There have been several instances where traffic has been rerouted to address system issues caused by reaching the maximum bandwidth threshold. Our current 7206 routers only have the capability to handle a maximum throughput of 1Gbps. Cisco announced the 7200 series routers end-of-sale as of September 29, 2012, and last date of hardware support as of September 30, 2017. Due to this change, new hardware will be required to replace the end of life routers and support the increased bandwidth needs.

As the county moves to cloud (hosted) solutions, such as Office 365, Accela MinuteTrak, Accela board meeting video recordings, FleetFocus Vehicle Management and dozens more, the demands for capacity of our internet service has and will drastically grow. Many departments have noticed slowness with access to the internet from their browsers and some from their cloud based solutions. RCIT is looking to move to a burstable internet service, which will dynamically scale to avoid system impacts to county staff and citizens who access our internet. The new Cisco equipment will enable a burstable service, not currently possible on our legacy equipment.

For diversity purposes, RCIT has two connections from two different service providers with a shared Firewall. Our primary connection is located at the Riverside CAC and the current secondary connection is located at the Alessandro Communications Center. In the future, the secondary internet connection and separate firewall will be located at the RC3 Data Center. The new hardware being purchased through this finance agreement has the scalability to handle up to 10Gbps of bandwidth. In addition to this hardware purchase, RCIT is currently soliciting bids for multiple bandwidths from 1Gbps up to 10Gbps for both "fixed" and "scalable" options from tier 1 service providers.

**Impact on Residents and Businesses**

The projected increase in capacity will give RCIT the ability to handle the anticipated increase in egress and ingress traffic network staff has seen trending in the past year. As more county departments offer services online, such as dog licenses, death and birth certificates, property tax payments, open job recruitments, submitting resumes, live and recorded Board Meetings,

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

just to name a few, it is imperative to increase our bandwidth to address the County's residential and business needs.

**Contract History and Price Reasonableness**

Purchasing and Fleet Services, on behalf of RCIT, issued Request for Quote (RFQ) #ITARC-420 to be bid competitively among the Cisco equipment contractors in June 2016 and received two responses ranging in price from \$470,991.79 to \$499,166.50 (before tax). Dimension Data was the lowest responsive bidder and also offered financing through Banc of America Capital Corp for the equipment and services at 0% interest rate.

**ATTACHMENTS:**

- 1) Master Equipment Lease with Banc of America
- 2) Purchase Agreement with Dimension Data North America, Inc.

*Teresa Summers*  
Teresa Summers, Assistant Director of Purchasing

10/27/2016

RESOLUTION NO. 2016-221

A RESOLUTION OF THE COUNTY OF RIVERSIDE, CALIFORNIA  
AUTHORIZING THE EXECUTION AND DELIVERY OF LEASE  
SCHEDULE NO. 500-3173332-000 DATED NOVEMBER 8, 2016 TO  
MASTER EQUIPMENT LEASE/PURCHASE AGREEMENT  
NO. 3162133 DATED OCTOBER 8, 2015 BETWEEN BANC OF  
AMERICA PUBLIC CAPITAL CORP (LESSOR) AND COUNTY OF  
RIVERSIDE, CA (LESSEE) WITH RESPECT TO THE ACQUISITION,  
PURCHASE, FINANCING AND LEASING OF CERTAIN EQUIPMENT  
FOR THE PUBLIC BENEFIT; AUTHORIZING THE EXECUTION AND  
DELIVERY OF DOCUMENTS REQUIRED IN CONNECTION  
THEREWITH; AND AUTHORIZING THE TAKING OF ALL OTHER  
ACTIONS NECESSARY TO THE CONSUMMATION OF THE  
TRANSACTIONS CONTEMPLATED BY THIS RESOLUTION.

WHEREAS, the COUNTY OF RIVERSIDE, CALIFORNIA (the "Lessee"), a body politic and  
corporate duly organized and existing as a political subdivision, municipal corporation or similar public  
entity of the State of California, is authorized by the laws of the State of California to purchase, acquire  
and lease personal property for the benefit of the Lessee and its inhabitants and to enter into contracts  
with respect thereto; and

WHEREAS, the Lessee desires to purchase, acquire and lease certain equipment constituting  
personal property necessary for the Lessee to perform essential governmental functions; and

WHEREAS, in order to acquire such equipment, the Lessee proposes to enter into that certain  
Master Equipment Lease/Purchase Agreement (the "Agreement") and separate Lease Schedules from  
time to time as provided in the Agreement with BANC OF AMERICA PUBLIC CAPITAL CORP (the  
"Lessor"), the form of which has been presented to the governing body of the Lessee at this meeting; and

WHEREAS, the governing body of the Lessee deems it for the benefit of the Lessee and for the  
efficient and effective administration thereof to enter into the Agreement and the separate Lease  
Schedules as provided in the Agreement for the purchase, acquisition and leasing of the equipment to  
be therein described on the terms and conditions therein provided;

FORM APPROVED COUNTY COUNSEL

BY: DALE A. GARDNER, 11/8/16 DATE

1 NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of the County of Riverside  
2 (the governing body of Lessee) assembled in regular session November 8, 2016 as follows:  
3

4 Section 1. APPROVAL OF DOCUMENTS. The form, terms and provisions of the  
5 Agreement and the separate Lease Schedules as provided in the Agreement are hereby approved in  
6 substantially the forms presented at this meeting, with such insertions, omissions and changes as shall  
7 be approved by the Board of Supervisors of the Lessee, the execution of such documents being  
8 conclusive evidence of such approval; and the Chairman of the Board of the Lessee is hereby  
9 authorized and directed to execute, and the Clerk of the Board of the lessee is hereby authorized and  
10 directed to attest to, the Agreement and each Lease Schedule and any related Exhibits attached  
11 thereto and to deliver the Agreement and each Lease Schedule (including such Exhibits) to the  
12 respective parties thereto, and the Clerk of the Board of the Lessee is hereby authorized to affix the  
13 seal of the Lessee to such documents.

14 Section 2. OTHER ACTIONS AUTHORIZED. The officers and employees of the Lessee  
15 shall take all action necessary or reasonably required by the parties to the Agreement and each Lease  
16 Schedule to carry out, give effect to and consummate the transactions contemplated thereby (including  
17 but not limited to the execution and delivery of Acceptance Certificates and any tax certificate and  
18 agreement, each with respect to separate Lease Schedules, as contemplated in the Agreement) and to  
19 take all action necessary in conformity therewith, including, without limitation, the execution and  
20 delivery of any closing and other documents required to be delivered in connection with the Agreement  
21 and each Lease Schedule.

22 Section 3. NO GENERAL LIABILITY. Nothing contained in this Resolution, the  
23 Agreement, any Lease Schedule nor any other instrument shall be construed with respect to the  
24 Lessee as incurring a pecuniary liability or charge upon the general credit of the Lessee or against its  
25 taxing power, nor shall the breach of any agreement contained in this Resolution, the Agreement, any  
26 Lease Schedule or any other instrument or document executed in connection therewith impose any

1 pecuniary liability upon the Lessee or any charge upon its general credit or against its taxing power,  
2 except to the extent that the Rental Payment payable under each Lease are special limited obligations  
3 of the Lessee as provided in such Lease.

4 Section 4. APPOINTMENT OF AUTHORIZED LESSEE REPRESENTATIVES. The Chief  
5 Information Officer and the Deputy Director of Business Administration, Riverside County Information  
6 Technology of the Lessee are each hereby designated to act as authorized representatives of the  
7 Lessee for purposes of the Agreement and each Lease Schedule until such time as the governing body  
8 of the Lessee shall designate any other or different authorized representative for purposes of the  
9 Agreement and each Lease Schedule.

10 Section 5. SEVERABILITY. If any section, paragraph, clause or provision of this Resolution  
11 shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such  
12 section, paragraph, clause or provision shall not affect any of the remaining provisions of this  
13 Resolution.

14 Section 6. REPEALER. All bylaws, orders and resolutions or parts thereof, inconsistent  
15 herewith, are hereby repealed to the extent only of such inconsistency. This repealer shall not be  
16 construed as reviving any bylaw, order, resolution or ordinance or part thereof.

17 Section 7. EFFECTIVE DATE. The Resolution shall be effective immediately upon its  
18 approval and adoption.

19 ROLL CALL:

20 Ayes: Jeffries, Tavaglione, Washington, Benoit and Ashley  
21 Nays: None  
22 Absent: None

23 The foregoing is certified to be a true copy of a resolution duly  
24 adopted by said Board of Supervisors on the date therein set forth.

25 By KECIA HARPER-IHEM, Clerk of said Board  
26 Deputy

**AGREEMENT**

for

**RC3 and CAC INTERNET UPGRADE**

between

**COUNTY OF RIVERSIDE**

and

**DIMENSION DATA NORTH AMERICA, INC.**



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NOV 08 2016

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This Agreement, made and entered into this 1<sup>st</sup> day of November, 2016, by and between Dimension Data North America, Inc., (herein referred to as "CONTRACTOR"), and the COUNTY OF RIVERSIDE, a political subdivision of the State of California, (herein referred to as "COUNTY"). The parties agree as follows:

**1. Description of Services**

**1.1** CONTRACTOR shall provide all products and services as outlined and specified in Exhibit A, Scope of Work, at the prices stated in Exhibit B, to the Agreement.

**1.2** CONTRACTOR represents that it has the skills, experience, and knowledge necessary to perform under this Agreement and the COUNTY relies upon this representation. CONTRACTOR shall perform to the satisfaction of the COUNTY and in conformance to and consistent with the highest standards of firms/professionals in the same discipline in the State of California.

**1.3** CONTRACTOR affirms this it is fully apprised of all of the work to be performed under this Agreement; and the CONTRACTOR agrees it can properly perform this work at the prices stated in Exhibit B. CONTRACTOR is not to perform services or provide products outside of the Agreement.

**1.4** Acceptance by the COUNTY of the CONTRACTOR's performance under this Agreement does not operate as a release of CONTRACTOR's responsibility for full compliance with the terms of this Agreement.

**2. Period of Performance**

**2.1** This Agreement shall be effective upon signature of this Agreement by both parties and continues in effect through October 30, 2017, unless terminated earlier. CONTRACTOR shall commence performance upon signature of this Agreement by both parties and shall diligently and continuously perform thereafter. The Riverside County Board of Supervisors is the only authority that may obligate the County for a non-cancelable multi-year agreement.

**3. Compensation**

**3.1** The COUNTY shall pay the CONTRACTOR for services performed, products provided and expenses incurred in accordance with the terms of Exhibit A and Exhibit B. Maximum payments by COUNTY to CONTRACTOR shall not exceed Four Hundred Eighty One Thousand Six Hundred Ninety Eight Dollars (\$481,698) including all expenses to be finance for five years through Bank of America CISCO Program. The COUNTY is not responsible for any fees or costs incurred above or beyond the contracted amount and shall have no obligation to purchase any specified amount of services or products. Unless otherwise specifically stated in Exhibit A and Exhibit B, COUNTY shall not be responsible for payment of any of CONTRACTOR's expenses related to this Agreement.

**3.2** CONTRACTOR shall be paid only in accordance with an invoice submitted to COUNTY by CONTRACTOR within fifteen (15) days from the last day of each calendar month, and COUNTY shall pay the invoice within thirty (30) working days from the date of receipt of the invoice. Payment shall be made to CONTRACTOR only after services have been rendered or delivery of materials or products, and acceptance has been made by COUNTY. Prepare invoices in duplicate. For this Agreement, send the original and duplicate copies of invoices to:

Riverside County Information Technology  
3450 14<sup>th</sup> Street  
Riverside, CA 92501

- a) Each invoice shall contain a minimum of the following information: invoice number and date; remittance address; bill-to and ship-to addresses of ordering department/division; Agreement number (ITARC-20464-001-06/17); quantities; item descriptions, unit prices, extensions, sales/use tax if applicable, and an invoice total.
- b) Invoices shall be rendered monthly in arrears.

**3.3** The COUNTY obligation for payment of this Agreement beyond the current fiscal year end is contingent upon and limited by the availability of COUNTY funding from which payment can be made, and invoices shall be rendered "monthly" in arrears. In the State of California, Government agencies are not allowed to pay excess interest and late charges, per Government Codes, Section 926.10. No legal liability on the part of the COUNTY shall arise for payment beyond June 30 of each calendar year unless funds are made available for such payment. In the event that such funds are not forthcoming for any reason, COUNTY shall immediately notify CONTRACTOR in writing; and this Agreement shall be deemed terminated, have no further force, and effect.

#### **4. Alteration or Changes to the Agreement**

**4.1** The Board of Supervisors and the COUNTY Purchasing Agent and/or his designee is the only authorized COUNTY representatives who may at any time, by written order, alter this Agreement. If any such alteration causes an increase or decrease in the cost of, or the time required for the performance under this Agreement, an equitable adjustment shall be made in the Agreement price or delivery schedule, or both, and the Agreement shall be modified by written amendment accordingly.

**4.2** Any claim by the CONTRACTOR for additional payment related to this Agreement shall be made in writing by the CONTRACTOR within 30 days of when the CONTRACTOR has or should have notice of any actual or claimed change in the work, which results in additional and unanticipated cost to the CONTRACTOR. If the COUNTY Purchasing Agent decides that the facts provide sufficient justification,

he may authorize additional payment to the CONTRACTOR pursuant to the claim. Nothing in this section shall excuse the CONTRACTOR from proceeding with performance of the Agreement even if there has been a change.

## **5. Termination**

**5.1.** COUNTY may terminate this Agreement without cause upon 30 days written notice served upon the CONTRACTOR stating the extent and effective date of termination.

**5.2** COUNTY may, upon five (5) days written notice terminate this Agreement for CONTRACTOR's default, if CONTRACTOR refuses or fails to comply with the terms of this Agreement or fails to make progress that may endanger performance and does not immediately cure such failure. In the event of such termination, the COUNTY may proceed with the work in any manner deemed proper by COUNTY.

**5.3** After receipt of the notice of termination, CONTRACTOR shall:

- (a) Stop all work under this Agreement on the date specified in the notice of termination; and
- (b) Transfer to COUNTY and deliver in the manner as directed by COUNTY any materials, reports or other products, which, if the Agreement had been completed or continued, would have been required to be furnished to COUNTY.

**5.4** After termination, COUNTY shall make payment only for CONTRACTOR's performance up to the date of termination in accordance with this Agreement.

**5.5** CONTRACTOR's rights under this Agreement shall terminate (except for fees accrued prior to the date of termination) upon dishonesty or a willful or material breach of this Agreement by CONTRACTOR; or in the event of CONTRACTOR's unwillingness or inability for any reason whatsoever to perform the terms of this Agreement. In such event, CONTRACTOR shall not be entitled to any further compensation under this Agreement.

**5.6** If the Agreement is federally or State funded, CONTRACTOR cannot be debarred from the System for Award Management (SAM). CONTRACTOR must notify the COUNTY immediately of a debarment. Reference: System for Award Management (SAM) at <https://www.sam.gov> for Central Contractor Registry (CCR), Federal Agency Registration (Fedreg), Online Representations and Certifications Application, and Excluded Parties List System (EPLS)). Excluded Parties Listing System (EPLS) (<http://www.epls.gov>) (Executive Order 12549, 7 CFR Part 3017, 45 CFR Part 76, and 44 CFR Part 17). The System for Award Management (SAM) is the Official U.S. Government system that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS.

5.7 The rights and remedies of COUNTY provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

**6. Ownership/Use of Contract Materials and Products**

The CONTRACTOR agrees that all materials, reports or products in any form, including electronic, created by CONTRACTOR for which CONTRACTOR has been compensated by COUNTY pursuant to this Agreement shall be the sole property of the COUNTY. The material, reports or products may be used by the COUNTY for any purpose that the COUNTY deems to be appropriate, including, but not limit to, duplication and/or distribution within the COUNTY or to third parties. CONTRACTOR agrees not to release or circulate in whole or part such materials, reports, or products without prior written authorization of the COUNTY.

**7. Conduct of Contractor**

7.1 The CONTRACTOR covenants that it presently has no interest, including, but not limited to, other projects or contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with CONTRACTOR's performance under this Agreement. The CONTRACTOR further covenants that no person or subcontractor having any such interest shall be employed or retained by CONTRACTOR under this Agreement. The CONTRACTOR agrees to inform the COUNTY of all the CONTRACTOR's interests, if any, which are or may be perceived as incompatible with the COUNTY's interests.

7.2 The CONTRACTOR shall not, under circumstances which could be interpreted as an attempt to influence the recipient in the conduct of his/her duties, accept any gratuity or special favor from individuals or firms with whom the CONTRACTOR is doing business or proposing to do business, in accomplishing the work under this Agreement.

7.3 The CONTRACTOR or its employees shall not offer gifts, gratuity, favors, and entertainment directly or indirectly to COUNTY employees.

**8. Inspection of Service; Quality Control/Assurance**

8.1 All performance (which includes services, workmanship, materials, supplies and equipment furnished or utilized in the performance of this Agreement) shall be subject to inspection and test by the COUNTY or other regulatory agencies at all times. The CONTRACTOR shall provide adequate cooperation to any inspector or other COUNTY representative to permit him/her to determine the CONTRACTOR's conformity with the terms of this Agreement. If any services performed or products provided by CONTRACTOR are not in conformance with the terms of this Agreement, the COUNTY shall have the right to require the CONTRACTOR to perform the services or provide the products in

conformance with the terms of the Agreement at no additional cost to the COUNTY. When the services to be performed or the products to be provided are of such nature that the difference cannot be corrected; the COUNTY shall have the right to: (1) require the CONTRACTOR immediately to take all necessary steps to ensure future performance in conformity with the terms of the Agreement; and/or (2) reduce the Agreement price to reflect the reduced value of the services performed or products provided. The COUNTY may also terminate this Agreement for default and charge to CONTRACTOR any costs incurred by the COUNTY because of the CONTRACTOR's failure to perform.

**8.2** CONTRACTOR shall establish adequate procedures for self-monitoring and quality control and assurance to ensure proper performance under this Agreement; and shall permit a COUNTY representative or other regulatory official to monitor, assess, or evaluate CONTRACTOR's performance under this Agreement at any time, upon reasonable notice to the CONTRACTOR.

**9. Independent Contractor/Employment Eligibility**

**9.1** The CONTRACTOR is, for purposes relating to this Agreement, an independent contractor and shall not be deemed an employee of the COUNTY. It is expressly understood and agreed that the CONTRACTOR (including its employees, agents, and subcontractors) shall in no event be entitled to any benefits to which COUNTY employees are entitled, including but not limited to overtime, any retirement benefits, worker's compensation benefits, and injury leave or other leave benefits. There shall be no employer-employee relationship between the parties; and CONTRACTOR shall hold COUNTY harmless from any and all claims that may be made against COUNTY based upon any contention by a third party that an employer-employee relationship exists by reason of this Agreement. It is further understood and agreed by the parties that CONTRACTOR in the performance of this Agreement is subject to the control or direction of COUNTY merely as to the results to be accomplished and not as to the means and methods for accomplishing the results.

**9.2** CONTRACTOR warrants that it shall make its best effort to fully comply with all federal and state statutes and regulations regarding the employment of aliens and others and to ensure that employees performing work under this Agreement meet the citizenship or alien status requirement set forth in federal statutes and regulations. CONTRACTOR shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by federal or state statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. CONTRACTOR shall retain all such documentation for all covered employees, for the period prescribed by the law.

**9.3** Ineligible Person shall be any individual or entity who: Is currently excluded, suspended, debarred or otherwise ineligible to participate in the federal health care programs; or has been convicted of a criminal offense related to the provision of health care items or services and has not been reinstated in the federal health care programs after a period of exclusion, suspension, debarment, or ineligibility.

**9.4** CONTRACTOR shall screen prospective Covered Individuals prior to hire or engagement. CONTRACTOR shall not hire or engage any Ineligible Person to provide services directly relative to this Agreement. CONTRACTOR shall screen all current Covered Individuals within sixty (60) days of execution of this Agreement to ensure that they have not become Ineligible Persons unless CONTRACTOR has performed such screening on same Covered Individuals under a separate agreement with COUNTY within the past six (6) months. Covered Individuals shall be required to disclose to CONTRACTOR immediately any debarment, exclusion or other event that makes the Covered Individual an Ineligible Person. CONTRACTOR shall notify COUNTY within five (5) business days after it becomes aware if a Covered Individual providing services directly relative to this Agreement becomes debarred, excluded or otherwise becomes an Ineligible Person.

**9.5** CONTRACTOR acknowledges that Ineligible Persons are precluded from providing federal and state funded health care services by contract with COUNTY in the event that they are currently sanctioned or excluded by a federal or state law enforcement regulatory or licensing agency. If CONTRACTOR becomes aware that a Covered Individual has become an Ineligible Person, CONTRACTOR shall remove such individual from responsibility for, or involvement with, COUNTY business operations related to this Agreement.

**9.6** CONTRACTOR shall notify COUNTY within five (5) business days if a Covered Individual or entity is currently excluded, suspended or debarred, or is identified as such after being sanction screened. Such individual or entity shall be promptly removed from participating in any activity associated with this Agreement.

## **10. Subcontract for Work or Services**

No contract shall be made by the CONTRACTOR with any other party for furnishing any of the work or services under this Agreement without the prior written approval of the COUNTY; but this provision shall not require the approval of contracts of employment between the CONTRACTOR and personnel assigned under this Agreement, or for parties named in the proposal and agreed to under this Agreement.

**11. Disputes**

**11.1** The parties shall attempt to resolve any disputes amicably at the working level. If that is not successful, the dispute shall be referred to the senior management of the parties. Any dispute relating to this Agreement, which is not resolved by the parties, shall be decided by the COUNTY's Purchasing Department's Compliance Contract Officer who shall furnish the decision in writing. The decision of the COUNTY's Compliance Contract Officer shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, or so grossly erroneous to imply bad faith. The CONTRACTOR shall proceed diligently with the performance of this Agreement pending the resolution of a dispute.

**11.2** Prior to the filing of any legal action related to this Agreement, the parties shall be obligated to attend a mediation session in Riverside County before a neutral third party mediator. A second mediation session shall be required if the first session is not successful. The parties shall share the cost of the mediations.

**12. Licensing and Permits**

CONTRACTOR shall comply with all State or other licensing requirements, including but not limited to the provisions of Chapter 9 of Division 3 of the Business and Professions Code. All licensing requirements shall be met at the time proposals are submitted to the COUNTY. CONTRACTOR warrants that it has all necessary permits, approvals, certificates, waivers and exemptions necessary for performance of this Agreement as required by the laws and regulations of the United States, the State of California, the County of Riverside and all other governmental agencies with jurisdiction, and shall maintain these throughout the term of this Agreement.

**13. Use By Other Political Entities**

The CONTRACTOR agrees to extend the same pricing, terms, and conditions as stated in this Agreement to each and every political entity, special district, and related non-profit entity in Riverside County. It is understood that other entities shall make purchases in their own name, make direct payment, and be liable directly to the CONTRACTOR; and COUNTY shall in no way be responsible to CONTRACTOR for other entities' purchases.

**14. Non-Discrimination**

CONTRACTOR shall not be discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex in the performance of this Agreement; and, to the extent they shall be found to be applicable hereto, shall

comply with the provisions of the California Fair Employment and Housing Act (Gov. Code 12900 et. seq), the Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. S1210 et seq.) and all other applicable laws or regulations.

**15. Records and Documents**

CONTRACTOR shall make available, upon written request by any duly authorized Federal, State, or COUNTY agency, a copy of this Agreement and such books, documents and records as are necessary to certify the nature and extent of the CONTRACTOR's costs related to this Agreement. All such books, documents and records shall be maintained by CONTRACTOR for at least five years following termination of this Agreement and be available for audit by the COUNTY. CONTRACTOR shall provide to the COUNTY reports and information related to this Agreement as requested by COUNTY.

**16. Confidentiality**

**16.1** The CONTRACTOR shall not use for personal gain or make other improper use of privileged or confidential information which is acquired in connection with this Agreement. The term "privileged or confidential information" includes but is not limited to: unpublished or sensitive technological or scientific information; medical, personnel, or security records; anticipated material requirements or pricing/purchasing actions; COUNTY information or data which is not subject to public disclosure; COUNTY operational procedures; and knowledge of selection of contractors, subcontractors or suppliers in advance of official announcement.

**16.2** The CONTRACTOR shall protect from unauthorized disclosure names and other identifying information concerning persons receiving services pursuant to this Agreement, except for general statistical information not identifying any person. The CONTRACTOR shall not use such information for any purpose other than carrying out the CONTRACTOR's obligations under this Agreement. The CONTRACTOR shall promptly transmit to the COUNTY all third party requests for disclosure of such information. The CONTRACTOR shall not disclose, except as otherwise specifically permitted by this Agreement or authorized in advance in writing by the COUNTY, any such information to anyone other than the COUNTY. For purposes of this paragraph, identity shall include, but not be limited to, name, identifying number, symbol, or other identifying particulars assigned to the individual, such as finger or voice print or a photograph.

**17. Administration/Contract Liaison**

The COUNTY Chief Information Officer, or designee, shall administer this Agreement on behalf of the COUNTY. The Purchasing Department is to serve as the liaison with CONTRACTOR in connection with this Agreement.



**18. Notices**

All correspondence and notices required or contemplated by this Agreement shall be delivered to the respective parties at the addresses set forth below and are deemed submitted two days after their deposit in the United States mail, postage prepaid:

**COUNTY OF RIVERSIDE**

Riverside County Information Technology  
Attn: Procurement Contract Specialist  
3450 14<sup>th</sup> Street, 4<sup>th</sup> Floor  
Riverside, CA 92501

**CONTRACTOR**

Dimension Data North America, Inc.  
27342 Via Industria  
Temecula, CA 92590

**19. Force Majeure**

If either party is unable to comply with any provision of this Agreement due to causes beyond its reasonable control, and which could not have been reasonably anticipated, such as acts of God, acts of war, civil disorders, or other similar acts, such party shall not be held liable for such failure to comply.

**20. EDD Reporting Requirements**

In order to comply with child support enforcement requirements of the State of California, the COUNTY may be required to submit a Report of Independent Contractor(s) form **DE 542** to the Employment Development Department. The CONTRACTOR agrees to furnish the required data and certifications to the COUNTY within 10 days of notification of award of Agreement when required by the EDD. This data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders. Failure of the CONTRACTOR to timely submit the data and/or certificates required may result in the contract being awarded to another contractor. In the event a contract has been issued, failure of the CONTRACTOR to comply with all federal and state reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignments Orders and Notices of Assignment shall constitute a material breach of Agreement. If CONTRACTOR has any questions concerning this reporting requirement, please call (916) 657-0529. CONTRACTOR should also contact its local Employment Tax Customer Service Office listed in the telephone directory in the State Government section under "Employment Development Department" or access their Internet site at [www.edd.ca.gov](http://www.edd.ca.gov).

**21. Hold Harmless/Indemnification**

**21.1** CONTRACTOR shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively

hereinafter referred to as Indemnitees) from any liability, action, claim or damage whatsoever, based or asserted upon any services of CONTRACTOR, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature. CONTRACTOR shall defend the Indemnitees at its sole expense including all costs and fees (including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards) in any claim or action based upon such acts, omissions or services.

**21.2** With respect to any action or claim subject to indemnification herein by CONTRACTOR, CONTRACTOR shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of COUNTY; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CONTRACTOR indemnification to Indemnitees as set forth herein.

**21.3** CONTRACTOR'S obligation hereunder shall be satisfied when CONTRACTOR has provided to COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action or claim involved.

**21.4** The specified insurance limits required in this Agreement shall in no way limit or circumscribe CONTRACTOR'S obligations to indemnify and hold harmless the Indemnitees herein from third party claims.

## **22. Insurance**

**22.1** Without limiting or diminishing the CONTRACTOR'S obligation to indemnify or hold the COUNTY harmless, CONTRACTOR shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this Agreement. As respects to the insurance section only, the COUNTY herein refers to the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents, or representatives as Additional Insureds.

### **A. Workers' Compensation:**

If the CONTRACTOR has employees as defined by the State of California, the CONTRACTOR shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of The County of Riverside.

**B. Commercial General Liability:**

Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of CONTRACTOR'S performance of its obligations hereunder. Policy shall name the COUNTY as Additional Insured. Policy's limit of liability shall not be less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit.

**C. Vehicle Liability:**

If vehicles or mobile equipment is used in the performance of the obligations under this Agreement, then CONTRACTOR shall maintain liability insurance for all owned, non-owned, or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit. Policy shall name the COUNTY as Additional Insureds.

**D. General Insurance Provisions - All lines:**

1) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.

2) The CONTRACTOR must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceeds \$500,000 per occurrence each such retention shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to the COUNTY, and at the election of the County's Risk Manager, CONTRACTOR'S carriers shall either; 1) reduce or eliminate such self-insured retention as respects this Agreement with the COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

3) CONTRACTOR shall cause CONTRACTOR'S insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the County Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice

shall be given to the County of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. CONTRACTOR shall not commence operations until the COUNTY has been furnished original Certificate (s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier shall sign the original endorsements for each policy and the Certificate of Insurance.

4) It is understood and agreed to by the parties hereto that the CONTRACTOR'S insurance shall be construed as primary insurance, and the COUNTY'S insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.

5) If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work; or, the term of this Agreement, including any extensions thereof, exceeds five (5) years; the COUNTY reserves the right to adjust the types of insurance and the monetary limits of liability required under this Agreement, if in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the CONTRACTOR has become inadequate.

6) CONTRACTOR shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.

7) The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the COUNTY.

8) CONTRACTOR agrees to notify COUNTY of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

## **23. General**

**23.1** CONTRACTOR shall not delegate or assign any interest in this Agreement, whether by operation of law or otherwise, without the prior written consent of COUNTY. Any attempt to delegate or assign any interest herein shall be deemed void and of no force or effect.

**23.2** Any waiver by COUNTY of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term of

this Agreement. Failure on the part of COUNTY to require exact, full, and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms or preventing COUNTY from enforcement of the terms of this Agreement.

**23.3** In the event the CONTRACTOR receives payment under this Agreement, which is later disallowed by COUNTY for nonconformance with the terms of the Agreement, the CONTRACTOR shall promptly refund the disallowed amount to the COUNTY on request; or at its option the COUNTY may offset the amount disallowed from any payment due to the CONTRACTOR.

**23.4** CONTRACTOR shall not provide partial delivery or shipment of services or products unless specifically stated in the Agreement.

**23.5** CONTRACTOR shall not provide any services or products subject to any chattel mortgage or under a conditional sales contract or other agreement by which an interest is retained by a third party. The CONTRACTOR warrants that it has good title to all materials or products used by CONTRACTOR or provided to COUNTY pursuant to this Agreement, free from all liens, claims, or encumbrances.

**23.6** Nothing in this Agreement shall prohibit the COUNTY from acquiring the same type or equivalent equipment, products, materials or services from other sources, when deemed by the COUNTY to be in its best interest. The COUNTY reserves the right to purchase more or less than the quantities specified in this Agreement.

**23.7** The COUNTY agrees to cooperate with the CONTRACTOR in the CONTRACTOR's performance under this Agreement, including, if stated in the Agreement, providing the CONTRACTOR with reasonable facilities and timely access to COUNTY data, information, and personnel.

**23.8** CONTRACTOR shall comply with all applicable Federal, State and local laws and regulations. CONTRACTOR will comply with all applicable COUNTY policies and procedures. In the event that there is a conflict between the various laws or regulations that may apply, the CONTRACTOR shall comply with the more restrictive law or regulation.

**23.9** CONTRACTOR shall comply with all air pollution control, water pollution, safety and health ordinances, statutes, or regulations, which apply to performance under this Agreement.

**23.10** CONTRACTOR shall comply with all requirements of the Occupational Safety and Health Administration (OSHA) standards and codes as set forth by the U.S. Department of Labor and the State of California (Cal/OSHA).

**23.11** This Agreement shall be governed by the laws of the State of California. Any legal action related to the performance or interpretation of this Agreement shall be filed only in the Superior Court of the State of California located in Riverside, California, and the parties waive any provision of law providing for

a change of venue to another location. In the event any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

**23.12** This Agreement, including any attachments or exhibits, constitutes the entire Agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions and communications, whether oral or in writing. This Agreement may be changed or modified only by a written amendment signed by authorized representatives of both parties.

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

**COUNTY OF RIVERSIDE**, a political  
subdivision of the State of California

By: 

John J. Benoit, Chairman  
Board of Supervisors

**DIMENSION DATA NORTH AMERICA, INC.**

By: 

Name: Alan Engler  
Title: VP of Sales

Dated: NOV 08 2016

Dated: 17 October 2016

ATTEST:

Kecia Harper-Ihem  
Clerk of the Board

By: 

Deputy

APPROVED AS TO FORM:

Gregory P. Priamos  
County Counsel

By: 

Neal Kipnis,  
Deputy County Counsel

**Exhibit A**  
**Product List**

Line	Part Number	Description	Quantity	Unit Price	Ext. Price
<b>A1 – RC3 and CAC Internet Upgrade Project/Internet Routers</b>					
1	XFP-10G-MM-SR=	CISCO 10GBASE-SR XFP Module	4	\$957.60	\$3,830.40
2	C1-ASR1001-X/K9	CISCO Cisco ONE - ASR1001-X	2	\$10,560.00	\$20,120.00
3	FLSA1-BIN-1X10GE	CISCO ASR1001-X Built-In 10GE 1-port License	4	\$3,360.00	\$13,440.00
4	ASR1K-INTERNET	CISCO ASR1K-Int Edge/Peering incl. BGP/NAT/ZBFW – tracking only	2	\$0.00	\$0.00
5	M-ASR1001X-16GB	CISCO Cisco ASR1001-X 16GB DRAM	2	\$5,280.00	\$10,560.00
6	NIM-BLANK	CISCO Blank faceplate for NIM slot on Cisco ISR 4400	2	\$0.00	\$0.00
7	C1F1PASR1K9	CISCO Cisco1 FND Perpetual Suite AES IPSec FW AVC Prime	2	\$8,400.00	\$16,800.00
8	C1-SLASR1-AES	CISCO Cisco ONE ASR 1000 Advanced Enterprise Services License	2	\$0.00	\$0.00
9	C1-ASR1-IPSEC-RTU	CISCO Cisco ONE Encryption Right-To-Use Feat Lic ASR1000 Series	2	\$0.00	\$0.00
10	C1-FLSASR1-AVC	CISCO Cisco ONE Appl. Visibility and Control License ASR1000	2	\$0.00	\$0.00
11	C1-FLSASR1-FW	CISCO Cisco ONE FW License for ASR1000 Series	2	\$0.00	\$0.00
12	C1-PLLFAS-ASR1K9	CISCO Cisco ONE PI Device License for LF & AS for ASR 1000	2	\$0.00	\$0.00
13	C1-CAND-1	CISCO Cisco ONE Connected Analytics Net Deployment – 1 Dev Lic 1 YR	2	\$0.00	\$0.00
14	C1F1VASR1-01	CISCO Tracker PID v01 Fnd Perpetual ASR1 - no delivery	2	\$0.00	\$0.00
15	SPA-1X10GE-L-V2	CISCO Cisco 1-Port 10GE LAN-PHY Shared Port Adapter	2	\$4,800.00	\$9,600.00
16	ASR1000-SPA	CISCO SPA for ASR1000; No Physical Part; For Tracking Only	2	\$0.00	\$0.00
17	SASR1K1XUK9-316S	CISCO Cisco ASR1001-X IOS XE UNIVERSAL	2	\$0.00	\$0.00
18	ASR1001-X-PWR-AC	CISCO Cisco ASR1001-X AC Power Supply	4	\$0.00	\$0.00
19	CAB-C13-CBN	CISCO Cabinet Jumper Power Cord, 250 VAC 10A, C14-C13 Connectors	4	\$0.00	\$0.00
20	FLSA1-IX-2.5-10G	CISCO 2.5G to 10Gbps upgrade License for ASR 1001-X	2	\$10,032.00	\$20,064.00
21	CON-SNT-A1001XK9	CISCO SNTC-8X5XNBD C1 ASR1001-X Chassis, IP Base APIC EM APIs	2	\$1,041.92	\$2,083.84
22	CON-SNT-FLSABGEX	CISCO SNTC-8X5XNBD ASR1001-X Built-In 10GE 1-port License	4	\$341.88	\$1,367.52
23	CON-ECMU-CFPASR11	CISCO SWSS UPGRADES C1 FND Perp Suite AES IPSec FW AVCPrime	2	\$1,942.50	\$3,885.00
24	CON-SNT-1X10GEV2	CISCO SNTC-8X5XNBD 1-Pt 10GE LAN-PHY Shared PT Adptr	2	\$473.60	\$947.20
25	CON-SNT-FLSA11XM	CISCO SNTC-8X5XNBD Upgrade from 2.5 Gbps to 10Gbps License	2	\$1,020.46	\$2,040.92
26	WS-C3850-24XS-S	CISCO Cisco Catalyst 3850 24 Port 10G Fiber Switch IP Base	4	\$10,080.00	\$40,320.00
27	S3850UK9-37E	CISCO CAT3850 Universal k9 image	4	\$0.00	\$0.00
28	PWR-C1-715WAC/2	CISCO 715W AC Config 1 Secondary Power Supply	4	\$480.00	\$1,920.00
29	CAB-C15-CBN	CISCO Cabinet Jumper Power Cord, 250 VAC 13A, C14-C15 Connectors	8	\$0.00	\$0.00
30	STACK-T1-50CM	CISCO 50CM Type 1 Stacking Cable	4	\$0.00	\$0.00

Line	Part Number	Description	Quantity	Unit Price	Ext. Price
31	CAB-SPWR-30CM	CISCO Catalyst 3750X and 3850 Stack Power Cable 30 CM	4	\$0.00	\$0.00
32	PWR-C1-715WAC	CISCO 715W AC Config 1 Power Supply	4	\$0.00	\$0.00
33	CON-SNT-WSCX3852	CISCO SNTC-8X5XNBD Cisco Catalyst 3850 24 Port 10G Fiber Sw	4	\$979.02	\$3,916.08
34	SFP-10G-SR-S=	CISCO 10GBASE-SR SFP Module, Enterprise-Class	40	\$312.00	\$12,480.00
35	SFP-10G-SR=	CISCO 10GBASE-SR SFP Module	12	\$477.60	\$5,731.20
36	QSFP-40G-SR-BD=	CISCO QSFP40G BiDi Short-reach Transceiver	20	\$525.60	\$10,512.00
37	DWDM-XFP-C=	CISCO 10G MultiRate C Band Tunable DWDM XFP	4	\$9,840.00	\$39,360.00
38	15216-ATT-LC-10=	CISCO Bulk Attenuator - LC Connector - 10dB	10	\$96.00	\$960.00
39	15454-M-USBCBL=	CISCO USB cable for passive devices	2	\$38.40	\$76.80
40	15454-SMR2-LIC=	CISCO SM ROADM 2-PRE-AMP-BST 100GHZ-CBAND - 10ch License Restricted	6	\$18,000.00	\$108,000.00
41	15216-EF-ODD-LIC=	CISCO Licensed 10ch Exposed Faceplate mux demux ODD patch panel	2	\$4,800.00	\$9,600.00
42	15454-PP-4-SMR=	CISCO 1RU 4-Degree SM ROADM Mesh Patch Panel	2	\$3,840.00	\$7,680.00
43	15454-MPO-MPO-2=	CISCO Multi-fiber patchcord - MPO to MPO - 2m	6	\$360.00	\$2,160.00
44	ONS-SE-155-1510=	CISCO SFP - OC3/STM1 CWDM, 1510 nm, EXT	2	\$1,008.00	\$2,016.00
45	15454-LC-LC-2=	CISCO Fiber patchcord - LC to LC - 2m	12	\$43.20	\$518.40
46	15216-ATT-LC-10=	CISCO Bulk Attenuator - LC Connector - 10dB	4	\$96.00	\$384.00
47	CON-SNT-15454SM2	CISCO SNTC-8X5XNBD SM ROADM 2-PRE-AMP-BST 100GHZ-CBAND	6	\$2,222.22	\$13,333.32
48	CON-SNT-15216EFO	CISCO SNTC-8X5XNBD Licensed 10ch Exposed Faceplate mux demu	2	\$259.00	\$518.00
49	CON-SNT-4PP4SMR	CISCO SNTC-8X5XNBD 1RU 4-Degree SM ROADM	2	\$414.40	\$828.80
50	CON-SNT-1551510	CISCO SNTC-8X5XNBD SFP - OC3/STM1 CWDM	2	\$124.32	\$248.64
51	L-N93-LAN1K9=	CISCO Nexus 9300 LAN Enterprise License (L3 protocols) eDelivery	2	\$3,840.00	\$7,680.00
52	N9K-C93180YC-EX	CISCO Nexus 9300 with 48p 10/25G SFP+ and 6p 100G QSFP28	2	\$10,800.00	\$21,600.00
53	ACI-N9KDK9-11.3	CISCO Nexus 9500 or 9300 ACI Base Software NX-OS Rel 11.3	2	\$0.00	\$0.00
54	N3K-C3064-ACC-KIT	CISCO Nexus 3K/9K Fixed Accessory Kit	2	\$0.00	\$0.00
55	NXA-FAN-30CFM-B	CISCO Nexus 2K/3K/9K Single Fan, port side intake airflow	8	\$0.00	\$0.00
56	CAB-C13-CBN	CISCO Cabinet Jumper Power Cord, 250 VAC 10A, C14-C13 Connectors	4	\$0.00	\$0.00
57	NXA-PAC-650W-PI	CISCO Nexus NEBs AC 650W PSU - Port Side Intake	4	\$0.00	\$0.00
58	CON-SNT-93180YCX	CISCO SNTC-8X5XNBD Nexus 9300 with 48p	2	\$810.30	\$1,620.60
59	N9K-PAC-3000W-B=	CISCO Nexus 9500 3000W AC PS, Port-side Intake	2	\$1,440.00	\$2,880.00
60	CAB-AC-C6K-TWLK	CISCO Power Cord, 250Vac 16A, twist lock NEMA L6-20 plug, US	2	\$0.00	\$0.00
61	CAB-AC-2500W-US1=	CISCO Power Cord, 250Vac 16A, straight blade NEMA 6-20 plug, US	2	\$21.60	\$43.20
62	A9K-MPA-4X10GE=	CISCO ASR 9000 4-port 10GE Modular Port Adapter (spare)	2	\$16,800.00	\$33,600.00



Line	Part Number	Description	Quantity	Unit Price	Ext. Price
63	DDPS-NE-PS-US	Dimension Data Professional Services Includes: (1) Project Management, (2) Detailed Discovery and Design, (3) Install - Rack, stack, and cabling of the new equipment (Internet edge Equipment), (4) Configuration, (5) Knowledge Transfer, (6) Cutover and Day 1 Support, and (7) As-built Documentation. <b><u>Detailed in Exhibit B.</u></b> *This excludes DWDM which will be installed and configured by COUNTY.* Cabling to be provided by COUNTY.	1	\$31,020.65	\$31,020.65
64	DDPS-PG-PS-US	Dimension Data Professional Services Includes: (1) Project Management, (2) Detailed Discovery and Design, (3) Install - Rack, stack, and cabling of the new equipment (Internet edge Equipment), (4) Configuration, (5) Knowledge Transfer, (6) Cutover and Day 1 Support, and (7) As-built Documentation. <b><u>Detailed in Exhibit B.</u></b> *This excludes DWDM which will be installed and configured by COUNTY.* Cabling to be provided by COUNTY.	1	\$6,245.22	\$6,245.22
<b>A6 – RUHS Jurupa Project</b>					
65	W/S-C2960X-48LPD-L	CISCO Catalyst 2960-X 48 GgE PoE 370W, 2x 10G SFP+ LAN Base	1	\$3,357.60	\$3,357.60
66	CAB-16AWG-AC	CISCO AC Power cord, 16A W/G	1	\$0.00	\$0.00
67	C2960X-STACK	CISCO Catalyst 2960-X FlexStack Plus Stacking Module	1	\$573.60	\$573.60
68	CAB-STK-E-1M	CISCO Cisco FlexStack 1m stacking cable	1	\$48.00	\$48.00
69	C2960X-STACK=	CISCO Catalyst 2960-X FlexStack Plus Stacking Module Optional	1	\$573.60	\$573.60
70	CAB-STK-E-1M	CISCO Cisco FlexStack 1m stacking cable	1	\$48.00	\$48.00
<b>Discount</b>					
71	PROMO	Dimension Data Discount	1		-\$26,498.29
72	No Charge	Delivery / Logistics	1		\$0.00

===== Continue =====

**Exhibit B**  
**Statement of Work**  
**CAC and RC3 Data Center Internet Edge Upgrade and Redesign Project 1938541**

**1. Executive Summary**

Riverside County Information Technology department (COUNTY) has installed various services within the new RC3 datacenter, and is looking to eventually migrate all services from the existing CAC datacenter to the RC3 datacenter. As a result, Internet connectivity will be installed in the RC3 datacenter and ISP connectivity will need to be established. CONTRACTOR has provided a Cisco solution to provide Internet connectivity while maintaining resiliency and efficiency in the overall network architecture within COUNTY's environment. CONTRACTOR has also provided Professional Services to implement this solution.

Internet solution at RC3 shall use a Cisco ASR 1001-X router for edge connectivity to the ISP, Cisco Catalyst 3850 switches for 10Gbps fiber connectivity between the edge devices, and a pair of Cisco Nexus 93180YC switches for connectivity between the inside network and the firewall. The existing security solutions, including Cisco ASA, Gigamon, Tipping Point, etc. shall be added to the RC3 firewall security infrastructure on a later date once this internet connectivity project is implemented at RC3. Similar to the RC3 Internet re-design a new Cisco ASR1001-X router for ISP edge connectivity and Cisco catalyst 3850 switches shall be added at the CAC datacenter for ISP edge device connectivity.

This solution will provide the following benefits to Riverside County:

- A. Up to 10Gbps or more Internet connectivity with two independent service providers.
- B. Logical and physical redundancy for business continuity.
- C. Efficient use of all internet circuits between the CAC and RC3 datacenters by leveraging Border Gateway Protocol (BGP) for load balancing and redundancy.
- D. Flexibility to support multiple architectures to meet the County Internet connectivity requirements.

CONTRACTOR shall implement the new RC3 infrastructure as per Figure 1 below (Primary Internet Design Diagram) in parallel to the existing infrastructure to ensure the least impact to business operations. After successful implementation at RC3, cutover shall commence for the Internet connectivity at CAC.

The new Internet design will leverage BGP (including iBGP), HSRP, EIGRP, and IP SLA as some of the key features and protocols.

**2. Business Requirements and Solution Description**

**2.1. Business Requirements**

COUNTY is experiencing an increase in Internet traffic due to cloud based computing and office 365 rollout and will need to increase the Internet bandwidth in the near future. Thus, the appropriate network infrastructure is needed to support this requirement. Also, COUNTY is migrating services and applications from the CAC datacenter to the RC3 datacenter. The new Internet edge network infrastructure shall be installed within the RC3 datacenter to support this requirement.

**2.2. Solution Summary****2.2.1 Overall Design**

- A. The primary design, as shown in Figure 1 below, consists of RC3 and CAC sharing all services and applications within the county, with independent perimeter firewall and IPS security. Internet connectivity will need to be maintained for each site. In the case of failure, Internet connectivity will leverage the existing CoRnet connection for redundancy. Internet traffic will also be load balanced using this CoRnet connection.
- B. The secondary design, as shown in Figure 2, will be implemented if City dark fiber is installed prior to the project kick-off. This design consists of RC3 data center housing all services, applications and perimeter security to outside and inside network edge devices. The CAC datacenter will only be used for redundant Internet connectivity. The Cisco DWDM equipment will be used for dark fiber connectivity between the two data centers.

**2.2.2 Edge Routing**

Each datacenter will have an ASR 1001-X router installed to provide connectivity to its respective ISP (RC3 - Century Link and CAC - Level 3). The Internet routers will establish a BGP peering with its respective ISP, and will establish an iBGP peering with one another for route continuity. Ingress traffic will be load balanced based on subnets advertisements. Egress traffic will use both Internet paths as well.

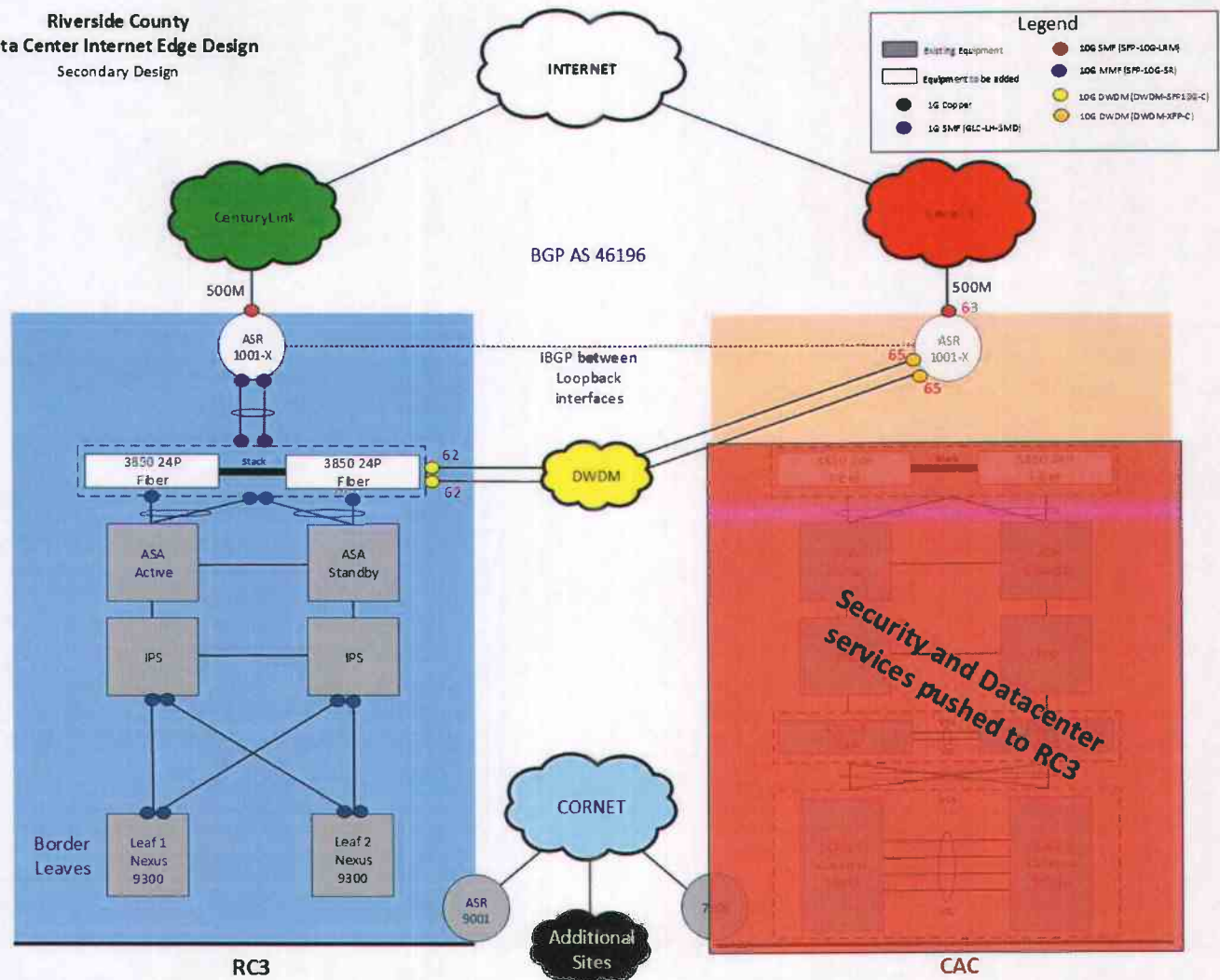
**2.2.3 Edge Switching**

Each datacenter router will have redundant 10G connectivity to a pair of Catalyst 3850 switches configured in a stack. Only the required VLANs for Internet connectivity will be configured on these switches.

===== Continue =====



**Riverside County  
Data Center Internet Edge Design  
Secondary Design**



**Figure 2 Secondary Design Diagram**

Continue

### 3. Scope Definition

This scope definition shall describe the technical solutions being delivered by this Statement of Work. If any of the assumptions in this scope definition are not met by COUNTY or are proven to be inaccurate, then the scope, timing or fees for this engagement may be changed at CONTRACTOR's discretion. These changes shall be managed through the project change control process and may affect the project schedule and cost.

#### 3.1. CAC/RC3 Internet Edge

##### 3.1.1 Deliverables

#	Deliverable	Description
1	Installation/Configuration of routers/switches	CONTRACTOR shall install and configure the routers and switches included in the Internet Edge BoM (Appendix D). Configuration includes BGP/iBGP, HSRP, IP SLA, and basic network connectivity.
2	Design Document	CONTRACTOR deployment engineer shall provide a detailed design document requiring COUNTY's approval prior to implementation. Up to 3 revisions are included in this proposal.
3	Knowledge Transfer	Knowledge Transfer shall be provided for up to 4 individuals of COUNTY engineering staff.
4	As-built Documentation	CONTRACTOR deployment engineer shall update the design document with any changes prior to COUNTY's final sign-off.

**Table 1 Internet Edge Deliverables**

##### 3.1.2 Deployment Tasks

The following Detailed Project Steps will be performed by CONTRACTOR and COUNTY personnel, as described below, for successful project completion.

Please note that a more detailed project plan may be presented after the initial Kick-off meeting.

System	Task	CONTRACTOR	COUNTY
<b>CAC and RC3 Internet Upgrade and Redesign</b>			
	Detailed discovery and design session	X	X
	Creation of RDD		
	Rack, stack, cabling, and installation of ASR 1001X's, 3850 switches, Nexus 93180 switches	X	
	Configuration of the (2) ASR 1001-X's for basic network connectivity, remote management, and, network parameters (including syslog, NTP, SNMP, etc.).	X	
	Configuration of the (2) ASR 1001-X's for iBGP with one another and BGP peering with the respective ISP	X	

===== Continue =====

System	Task	CONTRACTOR	COUNTY
<b>CAC and RC3 Internet Upgrade and Redesign</b>			
ASR 1001-X, Catalyst 3850, and Nexus 93180YC	Adjustments to BGP routing (and additional features including HSRP, IP,SLA, etc.) for proper load balancing	X	
	Configuration of (4) total 3850 switches for basic network connectivity, remote management, and, network parameters (including syslog, NTP, SNMP, etc.).	X	
	Configuration of (4) total 3850 switches for layer 2 connectivity between firewalls and ASR routers in each data center. Includes VLANs and L2 security.	X	
	Configuration of Nexus 93180YC switches for connectivity to existing (2) 9508 core switches and firewalls	X	
	Configuration of Nexus 93180YC switches for basic network connectivity, remote management, and, network parameters (including syslog, NTP, SNMP, etc.).	X	
	Configuration of Nexus 93180YC switches for egress routing using static routing or EIGRP (per RDD)	X	
	Configure and integrate AMP and file control policies with access control policies	X	
	Validate management access and authentication policies (Local or RADIUS) for proper operation	X	
	Validate ingress and egress routing	X	
	Additional Testing and validation	X	
	"Go Live" support	X	X
	Knowledge Transfer	X	X
	As-built documentation	X	

### 3.1.3 Assumptions

For the purpose of this Statement of Work related to the Internet Edge Redesign Project, CONTRACTOR has assumed that:

- A. All cabling will be provided by COUNTY.
- B. Security devices and configurations, including firewalls, IDS/IPS, SIEM, etc. are NOT included in this scope.
- C. All Cisco DWDM configurations and installations are to be completed by COUNTY.

- D. Final design must be decided and agreed upon during the discovery phase of the project.

### 3.1.4 Exclusions

All work not explicitly listing in this SOW is excluded, including the following:

- A. Changes to existing security devices, including firewalls and IPS systems.
- B. Configuration of existing datacenter switches in the CAC and RC3 beyond border leaf configuration to upstream security device.
- C. DWDM installation and configuration.
- D. Configuration or changes to equipment not included in the Bill-of-Materials located in Appendix D.

### 3.1.5 Project Deliverables

Milestone		Project Deliverables
1	Inception	1) The project kick-off meeting is complete. 2) COUNTY has been presented with CONTRACTOR's deployment methodology, team roles and responsibilities. 3) COUNTY has been given a baseline MS Project Plan or Schedule.
2	Definition	1) Completion of requirement workshops
3	Build	1) COUNTY has reviewed and approved the Detailed Design and Acceptance Test Procedure. 2) Staged equipment delivered to production sites.
4	Deployment	1) The solution has been configured, deployed, and tested as detailed in the Requirements and Acceptance Test Procedure. 2) The solution has been in production for one week with no critical issues which impact enterprise call routing. 3) All Training and Knowledge Transfer as described in the Scope Deliverables has been delivered. 4) COUNTY has been delivered all final Documents and Test Plans.
5	Close	1) Post implementation review.

**Table 2 Project Deliverables**

## 4. Implementation Approach

- A. CONTRACTOR's Primer solution delivery framework, embraces a suite of world-class delivery services and project management capabilities. Primer is structured to provide the most relevant and scalable solution and to deliver it on time, accurately and cost effectively by ensuring risk, time and resources are managed throughout the project lifecycle.
- B. Primer is aligned with the key principles of PRINCE2 and the fundamentals embedded in the Project Management Body of Knowledge (PMBOK) provided by the Project Management Institute (PMI). Further details will be provided in the Project Management Plan to be delivered in early stages of the delivered solution.

### 4.1. Timelines

The engagement shall commence on a mutually agreed date, after allowing time to assemble project resources. CONTRACTOR anticipates this will be within four (4) weeks of receiving a signed copy of this Statement of Work and COUNTY's purchase



order. This Statement of Work will require the following timeframes to accomplish the tasks in each of the stages. The duration of the project will be validated during the Definition stage. Any changes to the duration will be handled via the Change Management process.

The total duration of the project is estimated to be 4 weeks:

<b>Inception</b>	1 day
<b>Definition</b>	3 days
<b>Build</b>	1 week
<b>Deployment</b>	1 week
<b>Close</b>	2 days

**Table 3 Project Duration**

- 4.1.1 The project schedule is subject to the following lead times:
  - A. Equipment lead time can be up to ten (10) weeks from date of receipt of official order.
  - B. A lead time of four (4) weeks may be required for any project resources.
  - C. Weekend work, if applicable, may require a lead time of six (6) weeks.
- 4.1.2 Actual lead times shall be confirmed on receipt of a COUNTY purchase order and the schedule shall be adjusted accordingly.
- 4.1.3 If COUNTY cancels scheduled work less than ten (10) business days prior to the scheduled work commencement, CONTRACTOR may invoice COUNTY for the scheduled time at CONTRACTOR's normal hourly rate (\$210 per hour) for each resource that become idle plus any travel costs incurred as a result of the cancellation. If CONTRACTOR is unable to perform part of the services as scheduled due to a failure by COUNTY to perform its obligations, for such period that CONTRACTOR is prevented from such performance, CONTRACTOR may invoice COUNTY at CONTRACTOR's normal hourly rate (\$210 per hour) for resources that become idle.
- 4.1.4 CONTRACTOR may invoice COUNTY at CONTRACTOR's normal hourly rate (\$210 per hour) to perform a system audit and remediation if it is deemed necessary by CONTRACTOR to validate system functionality as a result of COUNTY implemented modifications that were not approved by the CONTRACTOR Project Manager.

===== Continue =====

## 5. Commercials

### 5.1. Pricing Summary

This Statement of Work is based on a fixed price, fixed outcome basis. The pricing provided in this document is valid until November 03, 2016 and is subject to change if not accepted by that date.

	Item	Currency	Amount
1	Internet Edge Professional Services (From Exhibit A line 63 and line 64)	USD	\$ 37,265.87
<b>Total*</b>		<b>USD</b>	<b>\$ 37,265.87</b>

**Table 4 Pricing Summary**

\* All prices exclude VAT/GST/local sales or other taxes and duties.

\*\* This price is based upon CONTRACTOR's current understanding of COUNTY requirements and service assumptions and is subject to change if such requirement or assumptions change.

### 5.2. Pricing Assumptions

- 5.2.1 Invoices shall be generated by CONTRACTOR on completion of a payment-related milestone or as otherwise specified in the payment milestones section. Completion of these milestones shall be confirmed by written approval; which will be obtained from COUNTY by the CONTRACTOR's Project Manager or as otherwise specified in governing terms.
- 5.2.2 CONTRACTOR reserves the right to invoice for any work delivered against milestones delayed due to COUNTY.
- 5.2.3 In the event that undisputed payments are not received in accordance with agreed upon payment terms, all project work may be halted until such time as payments are received by CONTRACTOR.
- 5.2.4 The pricing assumes work will be undertaken during normal working hours (Monday through Friday 8:30 AM to 5:30 PM local time, excluding CONTRACTOR observed holidays) except planned cutovers that are part of the scope of this proposal. Should overtime work be undertaken, either at the request of, or through default on the part of COUNTY, CONTRACTOR reserves the right to invoice COUNTY for the difference between cost of effort at normal hourly rates and the cost of CONTRACTOR's standard overtime rates.
- 5.2.5 Any item not identified and defined within Section 3 (Scope Definition) of this Statement of Work is out of scope. The CONTRACTOR Project Manager shall evaluate all out of scope request and activity. Out of scope and after hours services will be charged in accordance with the Change Control Process outlined in Appendix section of this Statement of Work.

### 5.3. Payment Milestones

This section details the payment milestones by which the fixed price amount for services will be invoiced.

Component	Amount due as a %	Due
Services	0%	On completion of Inception
Services	100%	On acceptance of project completion
Services Change Request	100%	As defined in Change Request
Accommodation, subsistence and travel	100%	On order

**Table 5 Milestone Payments Table**

**5.4. Travel, Accommodation and Out of Pocket Expenses**

No travel and accommodation has been allotted for in this Statement of Work. Should travel and accommodation be required it will be charged at the rates detailed in the table above unless otherwise agreed to by both parties. CONTRACTOR shall obtain COUNTY's prior consent before incurring any travel or accommodation expenses.

**5.5. Maintenance and Support**

No maintenance and support is included in this Statement of Work, but if required, an example of CONTRACTOR's support offering (UPTIME) can be provided upon request.

===== Continue =====

**Appendix A**  
**SOW Contact Information**

<b>Address</b>	<b>Web Site</b>
COUNTY 3450 14 <sup>th</sup> St. Riverside, CA 92501	<a href="http://riversidecountyit.org/">http://riversidecountyit.org/</a>
<b>COUNTY Contacts</b>	<b>Contact Information</b>
Veva Harguindeguy Assistant CIO	Email: <a href="mailto:veva.harguindeguy@rivcoit.org">veva.harguindeguy@rivcoit.org</a> Phone: 951-955-7710
<b>CONTRACTOR Contacts</b>	<b>Contact Information</b>
Lisa Waelde Client Manager	Phone: 858-427-2691 Email: <a href="mailto:lisa.waelde@dimensiondata.com">lisa.waelde@dimensiondata.com</a>
Ahmad Robinson Solution Architect	Phone: 949-872-8172 Email: <a href="mailto:ahmad.robinson@dimensiondata.com">ahmad.robinson@dimensiondata.com</a>

**Table 6 Contact Information**

===== Continue =====

## **Appendix B**

### **COUNTY Responsibilities to the Project**

The following items are responsibilities that COUNTY must fulfill as part of the project:

1. In order to avoid delays to the project:
  - a. COUNTY must review the documentation/deliverables within two (2) business days of receipt of the document, except where mutually agreed and stated in the schedule.
  - b. If due to COUNTY requirements, any documentation/deliverables require more than two (2) reviews, then COUNTY acknowledges that project delays and additional costs may be incurred.
2. COUNTY is responsible for supplying all infrastructure components to successfully deliver the project. Hardware, software licenses, network, and environments supplied by CONTRACTOR are excluded from this requirement.
3. COUNTY will be responsible for all aspects of data quality, availability, backups and restores required to successfully deliver the project.
4. COUNTY will provide site access, security escorts (if required), parking and a suitable work area to the project team.
5. COUNTY will provide internal staff as per the schedule or as reasonably required including, but not limited to:
  - a. Project manager to manage COUNTY deliverables, resources and activity as per the agreed schedule.
  - b. Availability of appropriate COUNTY representatives at necessary requirements, design and planning workshops, testing and validation activities.
  - c. Points of contact (as appropriate) for user groups and network systems administrators.
  - d. Provide access to network information, diagrams, site floor plans or site assistance, indicating outlet location, station number, user name, and station type for each site.
  - e. Third-party vendor coordination not specifically included in the scope of this Statement of Work.
  - f. Supplying third-party resources to assist in interfacing with third-party equipment.
6. Prior to project completion, COUNTY will receive written approval from the CONTRACTOR Project Manager before making any modifications to the solution defined in this Statement of Work.
7. The successful execution and completion of user acceptance testing.
8. Ensure that CONTRACTOR personnel who attend COUNTY site are instructed on all relevant health and safety regulations and criteria.
9. Ensuring all dependencies (resources, input data, etc.) that this engagement may have on other COUNTY projects is met.

10. Ensuring all dependencies required for the implementation of this project are provided to CONTRACTOR in line with the Dependency Matrix that will be maintained during the course of the project.
11. COUNTY agrees to provide CONTRACTOR with 24x7 VPN remote access to all devices that are part of the solution to any CONTRACTOR resources charged with installing or configuring devices included in the solution.
12. COUNTY will provide reasonable access to COUNTY sites and facilities, including computer equipment, telecom equipment, work space and telephone access for CONTRACTOR's use during the project.
13. COUNTY will provide proper security clearances and/or escorts as required to access the site for equipment installation and maintenance.
14. COUNTY will provide any special safety equipment if required for the site.
15. COUNTY will provide adequate secured storage areas on the site(s) for CONTRACTOR equipment for the duration of the project.
16. COUNTY will install and verify the operation of all external communications equipment not provided by CONTRACTOR (equipment not included in the CONTRACTOR bill of materials). This equipment will be installed, tested, and deemed to be operational prior to CONTRACTOR's arrival at COUNTY site.
17. COUNTY will notify CONTRACTOR of any hardware and/or software upgrades or any other changes within COUNTY's network at least 30 business days prior to this install or upgrade.
18. COUNTY will, when requested by CONTRACTOR, provide the COUNTY building layouts including the floor plan, cabling and power location for all applicable sites.
19. COUNTY agrees that any delays caused by the carrier on the installation, termination, provisioning or activation of circuits may be charged at the out-of-scope hourly rate.
20. COUNTY will ensure that all circuits have been clearly labeled; identifying with what component of network equipment it is to be used.
21. COUNTY will provide all the cabling required to complete the installation that is not included with this equipment. Cabling will be delivered to the installation site prior to the arrival of the CONTRACTOR installation time. This includes desktop patch cords, closet patch cords, patch panels, etc. All cabling longer than 20 feet will be installed by COUNTY and will be labeled with an indication of what the cabling supports.
22. COUNTY will prepare the installation site. In particular, ensure that proper environmental conditions are met and adequate power (including UPS) is available. On-site installation delays caused by the lack of completed site preparation or failure to meet any responsibilities as specified above on the part of COUNTY will be billed at the prevailing Field Engineer time and

materials basis at the hourly rates set forth hereunder. Any additional costs incurred by COUNTY as a result of delays caused other than by CONTRACTOR shall be the sole responsibility of COUNTY.

23. COUNTY will provide technician or end user to test functionality of equipment once installation is complete.
24. All circuits will be cross connected, demarcation extended and terminated by COUNTY or a certified wiring contractor. If CONTRACTOR is required to perform cabling or circuit extensions, COUNTY will be billed as per the appropriate time and material rate to complete the task.

===== Continue =====

## Appendix C

### Change Management Process

The management of change during the project lifecycle is critical to successful delivery. Change management will effectively control change and variations to scope, cost and time. The Statement of Work Version 2.00 will form the baseline for this process.

1. The change management process is as follows:
  - 1.1 **Initiation:** Identify and document the requested change (Change Request) (i.e. stating the reason for change, the person who has logged the requested change, etc.).
  - 1.2 **Evaluation:** Determine:
    - a. **Effort to analyze the impact:** Determine the estimated effort and cost to perform the **change impact analysis**. Depending on this assessment and the project tolerances the change could be rejected unless COUNTY has agreed to fund the change impact analysis.
    - b. **Change Impact Analysis:** Should the analysis from 'a.' above either be within the projects set tolerances or COUNTY has agreed to fund the change impact analysis, then CONTRACTOR assigns an impact analysis owner and performs the impact analysis (i.e. determine the effort, impact and cost of the change).
  - 1.3 **Approval:** COUNTY is required to agree to and sign off on the change request form. This may require an additional purchase order to be provided by COUNTY. An approved Change Request is also known as a Contract Variation Order (CVO) even if it does not include any additional charges as it represents a formal change to the project scope.
  - 1.4 **Implementation:** CONTRACTOR implements the change.
  - 1.5 **Close Out:** COUNTY is required to verify and sign off that the change has been implemented correctly within five (5) days of change implementation and completion.
2. Changes may be initiated by COUNTY as a result of functional or feature requirement changes, market or regulatory requirements. Situations may occasionally arise where CONTRACTOR initiates a change request, providing COUNTY with more flexible options. In such situations attention is directed to the impact and risks of such a change on existing project objectives.
3. Requested changes to the agreed upon project baseline shall be identified, documented, and the impact will be assessed. This assessment may be billable. At completion of the assessment, change activity shall be carried out upon agreement by COUNTY and subject to any additional charges agreed to by CONTRACTOR and COUNTY.



**Appendix D**  
**Bill-of-Materials**

<b>Product</b>	<b>Description</b>	<b>Qty</b>
<b>XFP-10G-MM-SR=</b>	10GBASE-SR XFP Module	4
<b>C1-ASR1001-X/K9</b>	Cisco ONE - ASR1001-X	2
CON-SNT-A1001XK9	SNTC-8X5XNBD C1 ASR1001-X Chassis, IPBase APIC EM APIs	2
CAB-C13-CBN	Cabinet Jumper Power Cord, 250 VAC 10A, C14-C13 Connectors	4
SASR1K1XUK9-316S	Cisco ASR1001-X IOS XE UNIVERSAL	2
FLSA1-1X-2.5-10G	2.5G to 10Gbps upgrade License for ASR 1001-X	2
FLSA1-BIN-1X10GE	ASR1001-X Built-In 10GE 1-port License	4
CON-SNT-FLSABGEX	SNTC-8X5XNBD ASR1001-X Built-In 10GE 1-port License	4
ASR1K-INTERNET	ASR1K-Int Edge/Peering incl. BGP/NAT/ZBFW - tracking only	2
M-ASR1001X-16GB	Cisco ASR1001-X 16GB DRAM	2
SPA-1X10GE-L-V2	Cisco 1-Port 10GE LAN-PHY Shared Port Adapter	2
CON-SNT-1X10GEV2	SNTC-8X5XNBD 1-Pt 10GE LAN-PHY Shared PT Adptr	2
ASR1001-X-PWR-AC	Cisco ASR1001-X AC Power Supply	4
C1F1PASR1K9	Cisco FND Perpetual Suite AES IPsec FW AVC Prime	2
CON-ECMU-CFPASR11	SWSS UPGRADES C1 FND Perp Suite AES IPsec FW VCPrime	2
C1-PI-LFAS-ASR1K9	Cisco ONE PI Device License for LF & AS for ASR 1000	2
C1-FLSASR1-FW	Cisco ONE FW License for ASR1000 Series	2
C1-FLSASR1-AVC	Cisco ONE Appl. Visibility and Control License ASR1000	2
C1-ASR1-IPSEC-RTU	Cisco ONE Encryption Right-To-Use Feat Lic ASR1000 Series	2
C1-SLASR1-AES	Cisco ONE ASR 1000 Advanced Enterprise Services License	2
ASR1000-SPA	SPA for ASR1000; No Physical Part; For Tracking Only	2
NIM-BLANK	Blank faceplate for NIM slot on Cisco ISR 4400	2
<b>WS-C3850-24XS-S</b>	Cisco Catalyst 3850 24 Port 10G Fiber Switch IP Base	4
CON-SNT-WSCX3852	SNTC-8X5XNBD Cisco Catalyst 3850 24 Port 10G Fiber Sw	4
S3850UK9-37E	CAT3850 Universal k9 image	4
PWR-C1-715WAC/2	715W AC Config 1 Secondary Power Supply	4
CAB-C15-CBN	Cabinet Jumper Power Cord, 250 VAC 13A, C14-C15 Connectors	8
STACK-T1-50CM	50CM Type 1 Stacking Cable	4
CAB-SPWR-30CM	Catalyst 3750X and 3850 Stack Power Cable 30 CM	4
PWR-C1-715WAC	715W AC Config 1 Power Supply	4
C3850-NM-BLANK	Cisco Catalyst 3850 Network Module Blank	4
<b>SFP-10G-SR=</b>	10GBASE-SR SFP Module	12
<b>SFP-10G-SR-S=</b>	10GBASE-SR SFP Module, Enterprise- Class	40
<b>QSFP-40G-SR-BD=</b>	QSFP40G BiDi Short-reach Transceiver	20
<b>N9K-C93180YC-EX</b>	Nexus 9300 with 48p 10/25G SFP+ and 6p 100G QSFP28	2
CON-SNT-93180YCX	SNTC-8X5XNBD Nexus 9300 with 48p	2
ACI-N9KDK9-11.3	Nexus 9500 or 9300 ACI Base Software NX-OS Rel 11.3	2
N3K-C3064-ACC-KIT	Nexus 3K/9K Fixed Accessory Kit	2
CAB-C13-CBN	Cabinet Jumper Power Cord, 250 VAC 10A, C14-C13 Connectors	4
NXA-FAN-30CFM-B	Nexus 2K/3K/9K Single Fan, port side intake airflow	8
NXA-PAC-650W-PI	Nexus NEBs AC 650W PSU - Port Side Intake	4
<b>L-N93-LAN1K9=</b>	Nexus 9300 LAN Enterprise License (L3 protocols) eDelivery	2

EXHIBIT A

**BANC OF AMERICA PUBLIC CAPITAL CORP**

LEASE SCHEDULE

MASTER EQUIPMENT LEASE-PURCHASE

AGREEMENT NO.: **3162133**

DATE OF MASTER EQUIPMENT

LEASE-PURCHASE AGREEMENT: **October 8, 2015**

LEASE SCHEDULE NO.: **500-3173332-000**

DATE OF LEASE SCHEDULE: **OCTOBER 25, 2016**

COMMENCEMENT DATE: **Date of funding, as confirmed by notice from Lessor to Lessee.**

FULL LEASE TERM: **5 Years from the Date of Lease Schedule.**

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

LESSEE: **COUNTY OF RIVERSIDE, CA**

1. DESCRIPTION OF THE EQUIPMENT:

<u>SUPPLIER</u>	<u>QUANTITY</u>	<u>DESCRIPTION OF UNITS OF EQUIPMENT</u>	<u>SERIAL NUMBERS*</u> <u>(IF AVAILABLE)</u>
-----------------	-----------------	--	---

**See Preliminary Equipment Description attached hereto and made a part hereof**

together with all accessories, attachments, substitutions and accessions.

2. EQUIPMENT LOCATION: 4080 Lemon Street. Riverside, CA 92501

1960 Chicago Avenue, Building F Riverside, CA 92501

\*

Lessee authorizes Lessor to insert serial numbers and additional description details of Equipment when determined by Lessor as provided in Section 16(g) of the Master Equipment Lease/Purchase Agreement.



WHEN DOCUMENT IS FULLY EXECUTED RETURN  
**CLERK'S COPY**  
to Riverside County Clerk of the Board, Stop 1010  
Post Office Box 1147, Riverside, Ca 92502-1147  
Thank you.

3. The Rental Payments shall be made for the Equipment as follows:

DATE	PAYMENT	INTEREST	PRINCIPAL	PURCHASE OPTION PRICE*
------	---------	----------	-----------	------------------------

**See Payment Schedule attached hereto and made a part hereof.**

The original purchase price of the Equipment is \$481,697.24. The effective interest rate to Lessee is 0.00% after the financing incentive is taken into consideration.

**\* LESSEE ACKNOWLEDGES THAT THE AMOUNT FINANCED BY LESSOR. IS \$456,656.70 AND THAT SUCH AMOUNT IS THE ISSUE PRICE FOR THE SCHEDULE FOR FEDERAL INCOME TAX PURPOSES. THE DIFFERENCE BETWEEN THE PRINCIPAL AMOUNT OF THIS SCHEDULE AND THE ISSUE PRICE IS THE FINANCING INCENTIVE OR ORIGINAL ISSUE DISCOUNT ("OID"), AS DEFINED IN SECTION 1288 OF THE CODE. THE YIELD FOR THIS SCHEDULE FOR FEDERAL INCOME TAX PURPOSES IS 2.743%. SUCH ISSUE PRICE WILL BE STATED IN THE APPLICABLE FORM 8038-G. YOU AGREE THAT THE REFERENCE TO "INTEREST" IN SECTION 14 OF THE AGREEMENT SHALL INCLUDE THE FINANCING INCENTIVE (OID).**

4. For purposes of this Lease, "State" means the State of **CALIFORNIA**.
5. Lessee's current Fiscal Period extends from July to June.
6. The terms and provisions of the Master Equipment Lease/Purchase Agreement described above (other than to the extent that they relate solely to other Schedules or Equipment listed on other Schedules) are hereby incorporated into this Schedule by reference and made a part hereof.
7. Lessee hereby represents, warrants and covenants that its representations, warranties and covenants set forth in such Master Equipment Lease/Purchase Agreement (particularly Section 3 thereof) are true and correct as though made on the date of execution of this Lease Schedule.

**COUNTY OF RIVERSIDE, CA,**  
as lessee

By: John J. Benoit

Printed Name: **JOHN J. BENOIT**

Title: **CHAIRMAN, BOARD OF SUPERVISORS**

**BANC OF AMERICA PUBLIC CAPITAL CORP**  
as lessor

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

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

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

Counterpart No. 1 of 1 manually executed and serially numbered counterparts. To the extent that this Lease constitutes chattel paper (as defined in the Uniform Commercial Code), no security interest herein may be created through the transfer or possession of any Counterpart other than Counterpart No. 1.

**FORM APPROVED COUNTY COUNSEL**  
BY: DALE A. GARDNER 10/26/16  
DATE

\* Assumes all Rental Payments and Additional Payments due on and prior to that date have been paid.

ATTEST:  
KEGA HARPER-IHEM, Clerk  
DEPUTY

**COUNTY OF RIVERSIDE, CA**  
**500-3173332-000**

**FINANCING INCENTIVE RATE PAYMENT SCHEDULE**

PAYMENT NO.	PAYMENT DUE DATE	PAYMENT	INTEREST	PRINCIPAL	PRINCIPAL BALANCE	PURCHASE OPTION PRICE*
Commencement Date:	10/25/2016				481,697.24	NC
1	10/25/2016	96,339.45	0.00	96,339.45	385,357.79	385,357.79
2	10/25/2017	96,339.45	0.00	96,339.45	289,018.34	289,018.34
3	10/25/2018	96,339.45	0.00	96,339.45	192,678.89	192,678.89
4	10/25/2019	96,339.45	0.00	96,339.45	96,339.44	96,339.44
5	10/25/2020	96,339.44	0.00	96,339.44	0.00	0.00
Grand Totals		481,697.24	0.00	481,697.24		

The original purchase price of the Equipment is \$481,697.24. The effective interest rate to Lessee is 0.00% after the financing incentive is taken into consideration. For IRS purposes the breakdown of principal and pre-paid interest is reflected below

PAYMENT NO.	PAYMENT DUE DATE	PAYMENT	INTEREST	PRINCIPAL
1	10/25/2016	96,339.45	0.00	96,339.45
2	10/25/2017	96,339.45	9,882.54	86,456.91
3	10/25/2018	96,339.45	7,511.26	88,828.19
4	10/25/2019	96,339.45	5,074.94	91,264.51
5	10/25/2020	96,339.43	2,571.79	93,767.64
Grand Totals		481,697.23	25,040.53	456,656.70

\* Assumes all Rental Payments and Additional Payments due on and prior to that date have been paid.

**COUNTY OF RIVERSIDE, CA**

**500-3173332-000**

**PRELIMINARY EQUIPMENT DESCRIPTION**

**CISCO PRODUCTS AND SUPPORT TO BE MORE FULLY DESCRIBED ON THE DIMENSION  
DATA QUOTE #1938563 AND 1938541.1 ATTACHED HERETO AND MADE A PART HERE OF.**

# DIMENSION DATA

Corporate Address:



## PRICE QUOTATION - RFP ITARC-420 SECTION A6 REV1

Quote Name: RCIT - ITARC-420 Section A6 rev1  
Quotation #: 1938563

Quote Status: In Process

Date Entered: 06/15/2016  
Expiration Date: 10/15/2016

Organization:  
RIVERSIDE COUNTY INFORMATION TECHNOLOGIES  
3450 14TH STREET  
RIVERSIDE, CA 92501  
Sales Person: Tim Kidd

Account Manager:

Sales Support:  
Tim Kidd  
Tim.Kidd@dimensiondata.com +1 949 2656014

Email: Tim.Kidd@dimensiondata.com  
Phone: +1 949 2656014

Bill To:  
RIVERSIDE COUNTY INFORMATION TECHNOLOGIES  
INNOVATION CENTER  
3450 14TH STREET  
RIVERSIDE, CA 92501  
United States  
Attn: .  
Phone: .

Ship To:  
RIVERSIDE COUNTY INFORMATION TECHNOLOGIES  
INNOVATION CENTER  
3450 14TH STREET  
RIVERSIDE, CA 92501  
United States  
Attn: .  
Phone: .

Delivery Country: United States  
Shipping Method: Ground  
Currency: US Dollar  
Comments: This quote is in response to RFQ ITARC-420  
Payment Terms: 30 Days Net

Ordering Country: United States  
Install Country: United States  
Multi Currencies: Normal View

## DIMENSION DATA TERMS AND CONDITIONS OF SALE

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If you observe any illegal or unethical behavior by any Dimension Data employee, please report such behavior to our anonymous Ethics Hotline by phone at 877-217-6364 or by web at <https://iwf.tnwgrc.com/dimensiondata>.

#	Mfr Part #	Description	Qty	List Price	Discount	Unit Price	Ext Price
A6 - RUHS Jurupa Project							
Comments:							
1	CISCO Catalyst 2960-X 48 GigE PoE 370W, 2 x 10G SFP+ LAN Base WS-C2960X-48LPD-L	CISCO Catalyst 2960-X 48 GigE PoE 370W, 2 x 10G SFP+ LAN Base	1	\$ 6,995.00	52.00%	\$ 3,357.60	\$ 3,357.60
	CAB-16AWG-AC	CISCO AC Power cord, 16AWG	1	\$ 0.00		\$ 0.00	\$ 0.00
	C2960X-STACK	CISCO Catalyst 2960-X FlexStack Plus Stacking Module	1	\$ 1,195.00	52.00%	\$ 573.60	\$ 573.60
	CAB-STK-E-1M	CISCO Cisco FlexStack 1m stacking cable Estimated Lead Time: Not Available	1	\$ 100.00	52.00%	\$ 48.00	\$ 48.00
2	CISCO Catalyst 2960-X FlexStack Plus Stacking Module optional C2960X-STACK=	CISCO Catalyst 2960-X FlexStack Plus Stacking Module optional	1	\$ 1,195.00	52.00%	\$ 573.60	\$ 573.60
	CAB-STK-E-1M	CISCO Cisco FlexStack 1m stacking cable	1	\$ 100.00	52.00%	\$ 48.00	\$ 48.00

#	Mfr Part #	Description	Qty	List Price	Discount	Unit Price	Ext Price
A6 - RUHS Jurupa Project - A6 - RUHS Jurupa Project							
Comments:							
		Estimated Lead Time: Not Available					
SECTION SUB TOTAL [A6 - RUHS JURUPA PROJECT]:							\$ 4,600.81
SECTION GRAND TOTAL [A6 - RUHS JURUPA PROJECT]:							\$ 4,600.81

QUOTE SUB TOTAL:	\$ 4,600.81
ESTIMATED LOGISTICS CHARGE:	\$ 0.00
ESTIMATED TAXES:	\$ 368.00
QUOTE GRAND TOTAL:	\$ 4,968.81

PRODUCT SUMMARY		EXT PRICE
Product		\$ 4,600.81
Logistics Charge		\$ 0.00
Total		\$ 4,600.81

Interested in Leasing? A 36--month lease for All Items on this quote is \$ 138.13 month.

These estimates exclude shipping and taxes. All leases are subject to credit approval, equipment verification and soft cost verification and applicable lease agreement.

**Customer's Logistics Comments :**

Dimension Data Supply Chain Services Limited (DDCC) logistic fee does not cover: VAT, Duties, Pre & Post shipment inspections, registering companies for importation import licences (for importation and encryption), Importation Permissions etc. We advise where possible but they are still costs for the importer of record to cover.

By signing below you agree to Dimension Data's "Standard Terms & Conditions" provided above.

Please refer to the Terms and Conditions for any additional instructions and/or contact your account manager should you have any questions.

Quote Number 1938563

Your Purchase Order Number

Signature

Print Name Title

Place And Date

# DIMENSION DATA

## Corporate Address:

Dimension Data North America, Inc  
11006 Rushmore Drive,  
Suite 300,  
Charlotte, NC 28277  
United States



## PRICE QUOTATION - RCIT - ITARC-420 SECTION A1 REV2

Quote Name: RCIT - ITARC-420 Section A1 rev2  
Quotation #: 1938541.1

Quote Status: In Process

Date Entered: 09/16/2016  
Expiration Date: 10/16/2016

Organization:  
RIVERSIDE COUNTY INFORMATION TECHNOLOGIES  
3450 14TH STREET  
RIVERSIDE, CA 92501  
Sales Person: Tim Kidd

Account Manager:  
Lisa Waelde  
Lisa.Waelde@dimensiondata.com

Sales Support:  
Tim Kidd  
Tim.Kidd@dimensiondata.com +1 949 2656014

Email: Tim.Kidd@dimensiondata.com  
Phone: +1 949 2656014

Delivery Country: United States  
Shipping Method: Ground  
Currency: US Dollar  
Comments: This quote is in response to RFQ ITARC-420  
Payment Terms: 30 Days Net

Ordering Country: United States  
Install Country: United States  
Multi Currencies: Normal View

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If you observe any illegal or unethical behavior by any Dimension Data employee, please report such behavior to our anonymous Ethics Hotline by phone at 877-217-6364 or by web at <https://iwwf.tnwgrc.com/dimensiondata>.

# Mfr Part #	Description	Qty	List Price	Discount	Unit Price	Ext Price
<b>A1 - RC3 and CAC Internet Upgrade Project/Internet Routers</b>						
Comments:						
1	XFP-10G-M-M-SR=					
	CISCO 10GBASE-SR XFP Module	4	\$ 1,995.00	52.00%	\$ 957.60	\$ 3,830.40
	Estimated Lead Time: Not Available					
2	CISCO Cisco ONE - ASR1001-X					
	C1-ASR1001-X/K9	2	\$ 22,000.00	52.00%	\$ 10,560.00	\$ 21,120.00
	FLSA1-BIN-1X10GE	4	\$ 7,000.00	52.00%	\$ 3,360.00	\$ 13,440.00
	License					
	ASR1K-INTERNET	2	\$ 0.00		\$ 0.00	\$ 0.00
	CISCO ASR1K-Int Edge/Peering incl. BGP/NAT/ZBFW - tracking only					
	M-ASR1001X-16GB	2	\$ 11,000.00	52.00%	\$ 5,280.00	\$ 10,560.00
	NIM-BLANK	2	\$ 0.00		\$ 0.00	\$ 0.00
	ISR 4400					
	C1F1PASR1K9	2	\$ 17,500.00	52.00%	\$ 8,400.00	\$ 16,800.00
	CISCO Cisco1 FND Perpetual Suite AES IPSec					
	FW AVC Prime					
	C1-SLASR1-AES	2	\$ 0.00		\$ 0.00	\$ 0.00
	CISCO Cisco ONE ASR 1000 Advanced Enterprise Services License					
	C1-ASR1-IPSEC-RTU	2	\$ 0.00		\$ 0.00	\$ 0.00
	CISCO Cisco ONE Encryption Right-To-Use Feat Lic ASR1000 Series					
	C1-FLSASR1-AVC	2	\$ 0.00		\$ 0.00	\$ 0.00
	CISCO Cisco ONE Appl. Visibility and Control License ASR1000					



# Mfr Part #	Description	Qty	List Price	Discount	Unit Price	Ext Price
<b>A1 - RC3 and CAC Internet Upgrade Project/Internet Routers</b>						
<b>Comments:</b>						
<b>C1-FLSASR1-FW</b>	CISCO Cisco ONE FW License for ASR1000 Series	2	\$ 0.00		\$ 0.00	\$ 0.00
<b>C1-PI-LFAS-ASR1K9</b>	CISCO Cisco ONE PI Device License for LF & AS for ASR 1000	2	\$ 0.00		\$ 0.00	\$ 0.00
<b>C1-CAND-1</b>	CISCO Cisco ONE Connected Analytics Net Deployment -1 Dev Lic 1 YR	2	\$ 0.00		\$ 0.00	\$ 0.00
<b>C1F1VASR1-01</b>	CISCO Tracker PID v01 Fnd Perpetual ASR1 - no delivery	2	\$ 0.00		\$ 0.00	\$ 0.00
<b>SPA-1X10GE-L-V2</b>	CISCO Cisco 1-Port 10GE LAN-PHY Shared Port Adapter	2	\$ 10,000.00	52.00%	\$ 4,800.00	\$ 9,600.00
<b>ASR1000-SPA</b>	CISCO SPA for ASR1000; No Physical Part; For Tracking Only	2	\$ 0.00		\$ 0.00	\$ 0.00
<b>SASR1K1XUK9-316S</b>	CISCO Cisco ASR1001-X IOS XE UNIVERSAL	2	\$ 0.00		\$ 0.00	\$ 0.00
<b>ASR1001-X-PWR-AC</b>	CISCO Cisco ASR1001-X AC Power Supply	4	\$ 0.00		\$ 0.00	\$ 0.00
<b>CAB-C13-CBN</b>	CISCO Cabinet Jumper Power Cord, 250 VAC 10A , C14-C13 Connectors	4	\$ 0.00		\$ 0.00	\$ 0.00
<b>FLSA1-1X-2.5-10G</b>	CISCO 2.5G to 10Gbps upgrade License for ASR 1001-X Estimated Lead Time: Not Available	2	\$ 20,900.00	52.00%	\$ 10,032.00	\$ 20,064.00
<b>Hardware Part #: C1-ASR1001-X/K9 CON-SNT-A1001XK9</b>	CISCO SNTC-8X5XNBD C1 ASR1001-X Chassis,IPBase APIC EM APIs Maintenance pricing is based on an annual contract with an estimated start date of 07/07/2016. This contract covers 2 device(s) and is for 1 year(s). Maintenance contract start date is subject to product shipment if applicable.	2	\$ 1,408.00	26.00%	\$ 1,041.92	\$ 2,083.84
<b>Hardware Part #: FLSA1-BIN-1X10GE CON-SNT-FLSABGEX</b>	CISCO SNTC-8X5XNBD ASR1001-X Built-In 10GE 1-port License Maintenance pricing is based on an annual contract with an estimated start date of 07/07/2016. This contract covers 4 device(s) and is for 1 year(s). Maintenance contract start date is subject to product shipment if applicable.	4	\$ 462.00	26.00%	\$ 341.88	\$ 1,367.52
<b>Hardware Part #: C1F1PASR1K9 CON-ECMU-CFPASR11</b>	CISCO SWSS UPGRADES C1 FND Perp Suite AES IPSec FW AVCPrime Maintenance pricing is based on an annual contract with an estimated start date of 07/07/2016. This contract covers 2 device(s) and is for 1 year(s). Maintenance contract start date is subject to product shipment if applicable.	2	\$ 2,625.00	26.00%	\$ 1,942.50	\$ 3,885.00
<b>Hardware Part #: SPA-1X10GE-L-V2 CON-SNT-1X10GEV2</b>	CISCO SNTC-8X5XNBD 1-Port 10GE LAN-PHY Shared Port Adptr Maintenance pricing is based on an annual contract with an estimated start date of 07/07/2016. This contract covers 2 device(s) and is for 1 year(s). Maintenance contract start date is subject to product shipment if applicable.	2	\$ 640.00	26.00%	\$ 473.60	\$ 947.20

# Mfr Part #	Description	Qty	List Price	Discount	Unit Price	Ext Price
<b>A1 - RC3 and CAC Internet Upgrade Project/Internet Routers</b>						
<b>Comments:</b>						
Hardware Part #: FLSA1-1X-2.5-10G CON-SNT-FLSA11XM	CISCO SNTC-8X5XNBD Upgrade from 2.5 Gbps to 10Gbps License <i>Maintenance pricing is based on an annual contract with an estimated start date of 07/07/2016. This contract covers 2 device(s) and is for 1 year(s). Maintenance contract start date is subject to product shipment if applicable.</i>	2	\$ 1,379.00	26.00%	\$ 1,020.46	\$ 2,040.92
<b>SECTION SUB TOTAL [A1 - RC3 AND CAC INTERNET UPGRADE PROJECT/INTERNET]:</b>						<b>\$ 105,738.81</b>
<b>SECTION GRAND TOTAL [A1 - RC3 AND CAC INTERNET UPGRADE PROJECT/INTERNET]:</b>						<b>\$ 105,738.81</b>
# Mfr Part #	Description	Qty	List Price	Discount	Unit Price	Ext Price
<b>A1 - RC3 and CAC Internet Upgrade Project/Internet Switches</b>						
<b>Comments:</b>						
1 CISCO Cisco Catalyst 3850 24 Port 10G Fiber Switch IP Base WS-C3850-24XS-S	CISCO Cisco Catalyst 3850 24 Port 10G Fiber Switch IP Base	4	\$ 21,000.00	52.00%	\$ 10,080.00	\$ 40,320.00
S3850UK9-37E	CISCO CAT3850 Universal k9 image	4	\$ 0.00		\$ 0.00	\$ 0.00
PWR-C1-715WAC/2	CISCO 715W AC Config 1 Secondary Power Supply	4	\$ 1,000.00	52.00%	\$ 480.00	\$ 1,920.00
CAB-C15-CBN	CISCO Cabinet Jumper Power Cord, 250 VAC 13A, C14-C15 Connectors	8	\$ 0.00		\$ 0.00	\$ 0.00
STACK-T1-50CM	CISCO 50CM Type 1 Stacking Cable	4	\$ 0.00		\$ 0.00	\$ 0.00
CAB-SPWR-30CM	CISCO Catalyst 3750X and 3850 Stack Power Cable 30 CM	4	\$ 0.00		\$ 0.00	\$ 0.00
PWR-C1-715WAC	CISCO 715W AC Config 1 Power Supply	4	\$ 0.00		\$ 0.00	\$ 0.00
	<b>Estimated Lead Time: Not Available</b>					
Hardware Part #: WS-C3850-24XS-S CON-SNT-WSCX3852	CISCO SNTC-8X5XNBD Cisco Catalyst 3850 24 Port 10G Fiber Sw <i>Maintenance pricing is based on an annual contract with an estimated start date of 07/07/2016. This contract covers 4 device(s) and is for 1 year(s). Maintenance contract start date is subject to product shipment if applicable.</i>	4	\$ 1,323.00	26.00%	\$ 979.02	\$ 3,916.08
<b>SECTION SUB TOTAL [A1 - RC3 AND CAC INTERNET UPGRADE PROJECT/INTERNET]:</b>						<b>\$ 46,156.08</b>
<b>SECTION GRAND TOTAL [A1 - RC3 AND CAC INTERNET UPGRADE PROJECT/INTERNET]:</b>						<b>\$ 46,156.08</b>
# Mfr Part #	Description	Qty	List Price	Discount	Unit Price	Ext Price
<b>A1 - RC3 and CAC Internet Upgrade Project/Optics</b>						
<b>Comments:</b>						
1 SFP-10G-SR-S=	CISCO 10GBASE-SR SFP Module, Enterprise-Class <b>Estimated Lead Time: Not Available</b>	40	\$ 650.00	52.00%	\$ 312.00	\$ 12,480.00
<b>SECTION SUB TOTAL [A1 - RC3 AND CAC INTERNET UPGRADE PROJECT/OPTICS]:</b>						<b>\$ 12,480.00</b>
<b>SECTION GRAND TOTAL [A1 - RC3 AND CAC INTERNET UPGRADE PROJECT/OPTICS]:</b>						<b>\$ 12,480.00</b>
# Mfr Part #	Description	Qty	List Price	Discount	Unit Price	Ext Price
<b>A1 - RC3 and CAC Internet Upgrade Project/Spare Optics</b>						
<b>Comments:</b>						
1 SFP-10G-SR=	CISCO 10GBASE-SR SFP Module <b>Estimated Lead Time: Not Available</b>	12	\$ 995.00	52.00%	\$ 477.60	\$ 5,731.20
2 QSFP-40G-SR-BD=	CISCO QSFP40G BiDi Short-reach Transceiver <b>Estimated Lead Time: Not Available</b>	20	\$ 1,095.00	52.00%	\$ 525.60	\$ 10,512.00
<b>SECTION SUB TOTAL [A1 - RC3 AND CAC INTERNET UPGRADE PROJECT/SPARE OP]:</b>						<b>\$ 16,243.20</b>
<b>SECTION GRAND TOTAL [A1 - RC3 AND CAC INTERNET UPGRADE PROJECT/SPARE OP]:</b>						<b>\$ 16,243.20</b>

# Mfr Part #	Description	Qty	List Price	Discount	Unit Price	Ext Price
<b>A1 - RC3 and CAC Internet Upgrade Project/DWDM</b>						
<b>Comments:</b>						
1	DWDM-XFP-C=	4	\$ 20,500.00	52.00%	\$ 9,840.00	\$ 39,360.0
	CISCO 10G MultiRate C Band Tunable DWDM XFP					
	Estimated Lead Time: Not Available					
2	15216-ATT-LC-10=	10	\$ 200.00	52.00%	\$ 96.00	\$ 960.0
	CISCO Bulk Attenuator - LC Connector - 10dB					
	Estimated Lead Time: Not Available					
3	15454-M-USBCBL=	2	\$ 80.00	52.00%	\$ 38.40	\$ 76.8
	CISCO USB cable for passive devices					
	Estimated Lead Time: Not Available					
4	15454-SMR2-LIC=	6	\$ 37,500.00	52.00%	\$ 18,000.00	\$ 108,000.0
	CISCO SM ROADM 2-PRE-AMP-BST 100GHZ-CBAND 10ch License Restricted					
	Estimated Lead Time: Not Available					
5	15216-EF-ODD-LIC=	2	\$ 10,000.00	52.00%	\$ 4,800.00	\$ 9,600.0
	CISCO Licensed 10ch Exposed Faceplate mux demux ODD patch panel					
	Estimated Lead Time: Not Available					
6	15454-PP-4-SMR=	2	\$ 8,000.00	52.00%	\$ 3,840.00	\$ 7,680.0
	CISCO 1RU 4-Degree SM ROADM Mesh Patch Panel					
	Estimated Lead Time: Not Available					
7	15454-MPO-MPO-2=	6	\$ 750.00	52.00%	\$ 360.00	\$ 2,160.0
	CISCO Multi-fiber patchcord - MPO to MPO - 2m					
	Estimated Lead Time: Not Available					
8	ONS-SE-155-1510=	2	\$ 2,100.00	52.00%	\$ 1,008.00	\$ 2,016.0
	CISCO SFP - OC3/STM1 CWDM, 1510 nm, EXT					
	Estimated Lead Time: Not Available					
9	15454-LC-LC-2=	12	\$ 90.00	52.00%	\$ 43.20	\$ 518.4
	CISCO Fiber patchcord - LC to LC - 2m					
	Estimated Lead Time: Not Available					
10	15216-ATT-LC-10=	4	\$ 200.00	52.00%	\$ 96.00	\$ 384.0
	CISCO Bulk Attenuator - LC Connector - 10dB					
	Estimated Lead Time: Not Available					
11	CON-SNT-15454SM2	6	\$ 3,003.00	26.00%	\$ 2,222.22	\$ 13,333.3
	CISCO SNTC-8X5XNBD SM ROADM 2-PRE-AMP-BST 100GHZ-CBAND					
	Maintenance pricing is based on an annual contract with an estimated start date of 07/07/2016. This contract covers 6 device(s) and is for 1 year(s). Maintenance contract start date is subject to product shipment if applicable.					
12	CON-SNT-15216EFO	2	\$ 350.00	26.00%	\$ 259.00	\$ 518.0
	CISCO SNTC-8X5XNBD Licensed 10ch Exposed Faceplate mux demu					
	Maintenance pricing is based on an annual contract with an estimated start date of 07/07/2016. This contract covers 2 device(s) and is for 1 year(s). Maintenance contract start date is subject to product shipment if applicable.					
13	CON-SNT-4PP4SMR	2	\$ 560.00	26.00%	\$ 414.40	\$ 828.8
	CISCO SNTC-8X5XNBD 1RU 4-Degree SM ROADM					
	Maintenance pricing is based on an annual contract with an estimated start date of 07/07/2016. This contract covers 2 device(s) and is for 1 year(s). Maintenance contract start date is subject to product shipment if applicable.					

# Mfr Part #	Description	Qty	List Price	Discount	Unit Price	Ext Price
<b>A1 - RC3 and CAC Internet Upgrade Project/DWDM</b>						
Comments:						
14 CON-SNT-1551510	CISCO SNTC-8X5XNBD SFP - OC3/STM1 CWDM Maintenance pricing is based on an annual contract with an estimated start date of 07/07/2016. This contract covers 2 device(s) and is for 1 year(s). Maintenance contract start date is subject to product shipment if applicable.	2	\$ 168.00	26.00%	\$ 124.32	\$ 248.6
SECTION SUB TOTAL [A1 - RC3 AND CAC INTERNET UPGRADE PROJECT/DWDM]:						\$ 185,683.91
SECTION GRAND TOTAL [A1 - RC3 AND CAC INTERNET UPGRADE PROJECT/DWDM]:						\$ 185,683.91
# Mfr Part #	Description	Qty	List Price	Discount	Unit Price	Ext Price
<b>A1 - RC3 and CAC Internet Upgrade Project/Nexus 9300 EX Series</b>						
Comments:						
1 L-N93-LAN1K9=	CISCO Nexus 9300 LAN Enterprise License (L3 protocols) eDelivery Estimated Lead Time: Not Available	2	\$ 8,000.00	52.00%	\$ 3,840.00	\$ 7,680.00
2 CISCO Nexus 9300 with 48p 10/25G SFP+ and 6p 100G QSFP28						
N9K-C93180YC-EX	CISCO Nexus 9300 with 48p 10/25G SFP+ and 6p 100G QSFP28	2	\$ 22,500.00	52.00%	\$ 10,800.00	\$ 21,600.00
ACI-N9KDK9-11.3	CISCO Nexus 9500 or 9300 ACI Base Software NX-OS Rel 11.3	2	\$ 0.00		\$ 0.00	\$ 0.00
N3K-C3064-ACC-KIT	CISCO Nexus 3K/9K Fixed Accessory Kit	2	\$ 0.00		\$ 0.00	\$ 0.00
NXA-FAN-30CFM-B	CISCO Nexus 2K/3K/9K Single Fan, port side intake airflow	8	\$ 0.00		\$ 0.00	\$ 0.00
CAB-C13-CBN	CISCO Cabinet Jumper Power Cord, 250 VAC 10A, C14-C13 Connectors	4	\$ 0.00		\$ 0.00	\$ 0.00
NXA-PAC-650W-PI	CISCO Nexus NEBs AC 650W PSU - Port Side Intake Estimated Lead Time: Not Available	4	\$ 0.00		\$ 0.00	\$ 0.00
Hardware Part #: N9K-C93180YC-EX CON-SNT-93180YC-X	CISCO SNTC-8X5XNBD Nexus 9300 with 48p Maintenance pricing is based on an annual contract with an estimated start date of 07/07/2016. This contract covers 2 device(s) and is for 1 year(s). Maintenance contract start date is subject to product shipment if applicable.	2	\$ 1,095.00	26.00%	\$ 810.30	\$ 1,620.6
SECTION SUB TOTAL [A1 - RC3 AND CAC INTERNET UPGRADE PROJECT/NEXUS 93]:						\$ 30,900.6
SECTION GRAND TOTAL [A1 - RC3 AND CAC INTERNET UPGRADE PROJECT/NEXUS 93]:						\$ 30,900.6
# Mfr Part #	Description	Qty	List Price	Discount	Unit Price	Ext Price
<b>A1 - RC3 and CAC Internet Upgrade Project/Nexus 9500 Power Supply</b>						
Comments:						
1 CISCO Nexus 9500 3000W AC PS, Port-side Intake						
N9K-PAC-3000W-B=	CISCO Nexus 9500 3000W AC PS, Port-side Intake	2	\$ 3,000.00	52.00%	\$ 1,440.00	\$ 2,880.00
CAB-AC-C6K-TWLK	CISCO Power Cord, 250Vac 16A, twist lock NEMA L6-20 plug, US Estimated Lead Time: Not Available	2	\$ 0.00		\$ 0.00	\$ 0.00
2 CAB-AC-2500W-US1=	CISCO Power Cord, 250Vac 16A, straight blade NEMA 6-20 plug, US Estimated Lead Time: Not Available	2	\$ 45.00	52.00%	\$ 21.60	\$ 43.2
SECTION SUB TOTAL [A1 - RC3 AND CAC INTERNET UPGRADE PROJECT/NEXUS 95]:						\$ 2,923.2
SECTION GRAND TOTAL [A1 - RC3 AND CAC INTERNET UPGRADE PROJECT/NEXUS 95]:						\$ 2,923.2

# Mfr Part #	Description	Qty	List Price	Discount	Unit Price	Ext Price
<b>A1 - RC3 and CAC Internet Upgrade Project/ASR 9K MPA</b>						
<b>Comments:</b>						
1	CISCO ASR 9000 4-port 10GE Modular Port Adapter (spare) A9K-MPA-4X10GE=	2	\$ 35,000.00	52.00%	\$ 16,800.00	\$ 33,600.00
	CISCO ASR 9000 4-port 10GE Modular Port Adapter (spare) Estimated Lead Time: Not Available					
<b>SECTION SUB TOTAL [A1 - RC3 AND CAC INTERNET UPGRADE PROJECT/ASR 9K M]:</b>						<b>\$ 33,600.00</b>
<b>SECTION GRAND TOTAL [A1 - RC3 AND CAC INTERNET UPGRADE PROJECT/ASR 9K M]:</b>						<b>\$ 33,600.00</b>
# Mfr Part #	Description	Qty	List Price	Discount	Unit Price	Ext Price
1	NPR-Future Funds - TECH-NI	1	\$ 0.00		\$ 0.00	\$ 0.00
2	PROMO	1	\$ 0.00		(\$ 26,498.29)	(\$ 26,498.29)
	DDPS-NE-PS-US	1	\$ 31,710.00	2.17%	\$ 31,020.65	\$ 31,020.65
	Dimension Data Professional Services Dimension Data Professional Services include: - Project Management - Detailed Discovery and Design - Install - Rack, stack, and cabling of the new equipment (Internet edge Equipment) - Configuration - Knowledge Transfer - Cutover and "Day 1" Support - As-built Documentation *This excludes DWDM which will be installed and configured by RCIT.*  Cabling to be provided by RCIT.					
	DDPS-PG-PS-US	1	\$ 6,384.00	2.17%	\$ 6,245.22	\$ 6,245.22
	Dimension Data Professional Services Dimension Data Professional Services include: - Project Management - Detailed Discovery and Design - Install - Rack, stack, and cabling of the new equipment (Internet edge Equipment) - Configuration - Knowledge Transfer - Cutover and "Day 1" Support - As-built Documentation *This excludes DWDM which will be installed and configured by RCIT.*  Cabling to be provided by RCIT.					
<b>SECTION SUB TOTAL [NON-SECTION]:</b>						<b>\$ 10,767.51</b>
<b>SECTION GRAND TOTAL [NON-SECTION]:</b>						<b>\$ 10,767.51</b>

<b>QUOTE SUB TOTAL:</b>	<b>\$ 444,493.51</b>
<b>ESTIMATED LOGISTICS CHARGE:</b>	<b>\$ 0.0</b>
<b>ESTIMATED TAXES:</b>	<b>\$ 32,234.8</b>
<b>QUOTE GRAND TOTAL:</b>	<b>\$ 476,728.31</b>

PRODUCT SUMMARY	EXT PRICE
Product	\$ 402,936.00
OEM Maintenance	\$ 30,789.92
Pre-Payment	(\$ 26,498.29)
Logistics Charge	\$ 0.00
Professional Service	\$ 37,265.81
<b>Total</b>	<b>\$ 444,493.51</b>

Interested in Leasing? A 36--month lease for All Items on this quote is \$ 14,290.51 month.

Hardware: \$ 12,097.75 per month

Software and Services: \$ 2,192.76 per month

These estimates exclude shipping and taxes. All leases are subject to credit approval, equipment verification and soft cost verification and applicable lease agreement.

**Customer's Logistics Comments :**  
Dimension Data Supply Chain Services Limited (DDCC) logistic fee does not cover: VAT, Duties, Pre & Post shipment inspections, registering companies for importation import licences (for importation and encryption), Importation Permissions etc. We advise where possible but they are still costs for the importer of record to cover.

By signing below you agree to Dimension Data's "Standard Terms & Conditions" provided above.  
Please refer to the Terms and Conditions for any additional instructions and/or contact your account manager should you have any questions.

Quote Number 1938541.1

Your Purchase Order Number \_\_\_\_\_

Signature \_\_\_\_\_

Print Name \_\_\_\_\_ Title \_\_\_\_\_

Place And Date \_\_\_\_\_

Exhibit A-1  
(To Lease Schedule No. **500-3173332-000**)  
FINAL CERTIFICATE OF ACCEPTANCE

The undersigned, as Lessee under that certain Master Equipment Lease/Purchase Agreement No. **3162133** dated as of **October 8, 2015** (the "Agreement") which is incorporated by reference into that certain Lease Schedule No. **500-3173332-000** dated as of **October 25, 2016** (the "Lease"), each with **BANC OF AMERICA PUBLIC CAPITAL CORP**, as lessor ("Lessor"), hereby certifies:

1. The items of the Equipment identified in the Lease (the "Equipment") have been delivered and installed at the location(s) set forth therein.
2. A present need exists for the Equipment which need is not temporary or expected to diminish in the near future. The Equipment is 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.
3. The estimated useful life of the Equipment based upon the manufacturer's representations and Lessee's projected needs is not less than the term of lease with respect to the Equipment.
4. Lessee has conducted such inspection and/or testing of the Equipment as it deems necessary and appropriate and hereby acknowledges that it accepts the Equipment for all purposes as of the date of this Certificate.
5. The Equipment is covered by insurance in the types and amounts required by the Lease.
6. No event of default, as such term is defined in the Lease, and no event which with the giving of notice or lapse of time, or both, would become an event of default, has occurred and is continuing on the date hereof.
7. Sufficient funds have been appropriated by Lessee for the payment of all rental payments due under the Lease during Lessee's current fiscal year.
8. Based on the foregoing, Lessor is hereby authorized and directed to fund the acquisition of the Equipment set forth in the Lease by paying, or causing to be paid, the manufacturer(s)/vendor(s) the amounts set forth on the attached invoices.
9. The following documents are attached hereto and made a part hereof:
  - (a) Equipment List; and
  - (b) Original Invoice(s).

If Lessee paid an invoice prior to the commencement date of the Lease and is requesting reimbursement for such payment, also attach a copy of evidence of such payment together with a copy of Lessee's Declaration of Official Intent and other evidence that Lessee has satisfied the requirements for reimbursement set forth in Treas. Reg. 1.150-2.

**COUNTY OF RIVERSIDE, CA**  
as Lessee

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_



EXHIBIT A-2  
(To Lease Schedule No. **500-3173332-000**)

[ATTACH I.R.S. FORM 8038-G OR 8038-GC, AS APPROPRIATE]



EXHIBIT A-3  
(To Lease Schedule No. **500-3173332-000**)

[ATTACH COPY OF INCUMBENCY CERTIFICATE, THE ORIGINAL OF WHICH IS ATTACHED TO THE MASTER EQUIPMENT LEASE/PURCHASE AGREEMENT NO. **3162133** AS EXHIBIT B.]

ON FILE FOR:

STEVE RENEKER, CHIEF INFORMATION OFFICER

John J. Benoit CHAIRMAN, BOARD OF SUPERVISORS

VEVA HARGUINDEGUY, ASSISTANT CHIEF INFORMATION OFFICER

ART GOMEZ, DEPUTY DIRECTOR OF ADMINISTRATION

EXHIBIT A-4  
(To Lease Schedule No. **500-3173332-000**)

[ATTACH COPY OF OPINION OF LESSEE'S COUNSEL, THE ORIGINAL OF WHICH IS ATTACHED TO THE MASTER EQUIPMENT LEASE/PURCHASE AGREEMENT NO. **3162133** AS EXHIBIT C.]

**Intentionally Deleted**



EXHIBIT A-5  
(To Lease Schedule No. **500-3173332-000**)

TO BE TYPED ON LESSEE'S LETTERHEAD

BANC OF AMERICA PUBLIC CAPITAL CORP  
135 S. LaSalle Street  
Mail Stop IL4-135-10-12  
Chicago, Illinois 60603

Re: Master Equipment Lease/Purchase Agreement No. **3162133** dated as of **October 8, 2015** and Lease Schedule No. **500-3173332-000** dated as of **October 25, 2016**, each between **BANC OF AMERICA PUBLIC CAPITAL CORP**, as lessor, and **COUNTY OF RIVERSIDE, CA**, as lessee - Essential Use of Equipment.

---

Gentlemen:

This letter is to confirm and affirm that the personal property (the "Equipment") subject to the above-referenced Lease Schedule No. **500-3173332-000** is essential to the governmental functions of **COUNTY OF RIVERSIDE, CA**, as lessee ("Lessee").

The Equipment 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**

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

EXHIBIT A-6  
(To Lease Schedule No. 500-3173332-000)

August 20, 2015

Insurance Agent: JIM SESSIONS, RISK MANAGER  
Insurance Agency: COUNTY OF RIVERSIDE AND CSAC EXCESS INSURANCE AUTHORITY  
Address: P.O. BOX 1210, RIVERSIDE, CA 92502-1210  
Telephone Number: (951) 955-3511 e-mail: JSESSION@RC-HR.com  
Facsimile Number: \_\_\_\_\_

RE: Insurance Requirements Under the Master Equipment Lease/Purchase  
Agreement No. **3162133** dated as of **October 8, 2015** and Lease Schedule No. **500-3173332-000**  
dated as of **October 25, 2016**, each by and between **BANC OF AMERICA PUBLIC CAPITAL**  
**CORP,**  
as Lessor, and **COUNTY OF RIVERSIDE, CA**, as Lessee

Gentlemen:

In connection with the above-referenced Lease Schedule No. **500-3173332-000**, **COUNTY OF RIVERSIDE, CA**, as lessee (the "Lessee"), is required to provide evidence of insurance for the coverages and endorsements set forth below, such evidence of insurance should reflect the interest of its assignee.

- A. **Liability Insurance.** Lessee is required to maintain public liability insurance, personal injury and property damage with policy limits of \$1,000,000.00. The policy should be endorsed to name **BANC OF AMERICA PUBLIC CAPITAL CORP** and/or its Assigns ("**BAPCC**") as an additional insured.
- B. **Casualty Insurance.** Lessee is required to maintain all risk extended coverage, malicious mischief and vandalism insurance for the Equipment described in Lease Schedule No. **500-3173332-000** attached hereto and in the amount not less than **\$481,697.24**. Such insurance shall be endorsed to name **BAPCC** as a co- loss payee with respect to such Equipment..
- C. **Rental Abatement Insurance.** Lessee is required to maintain rental abatement insurance for the Equipment described on the Description of Equipment attached hereto in the amount not less than **\$207,743.28**.

The required insurance should also be endorsed to give **BAPCC** 30 days prior written notice of the effective date of any material alteration or cancellation of coverage, and an endorsement confirming that the interest of **BAPCC** shall not be invalidated by any actions, inactions, breach of warranty or conditions or negligence of Lessee.

Lessee appreciates your prompt attention to this matter.

Very truly yours,

**COUNTY OF RIVERSIDE, CA**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_



EXHIBIT A-7  
(To Lease Schedule No. **500-3173332-000**)  
[TO BE TYPED ON LESSEE'S LETTERHEAD]

October 25, 2016

**BANC OF AMERICA PUBLIC CAPITAL CORP**

135 S. LaSalle Street  
Mail Stop IL4-135-10-12  
Chicago, Illinois 60603

RE: Master Equipment Lease/Purchase Agreement No. **3162133** dated as of **October 8, 2015** and Lease Schedule No. **500-3173332-000** dated as of **October 25, 2016**, each by and between **BANC OF AMERICA PUBLIC CAPITAL CORP**, as lessor, and **COUNTY OF RIVERSIDE, CA**, as lessee -  
Self-Insurance

Gentlemen:

Under the above-referenced Lease Schedule No. **500-3173332-000**, **COUNTY OF RIVERSIDE, CA**, as lessee ("Lessee"), is required to maintain certain insurance policies with respect to the Equipment subject thereto, provided that insurance policies are not required if Lessee has an adequate self-insurance program. This letter is for the purpose of describing Lessee's self-insurance program.

[Describe self-insurance program for property damage - whether a self-insurance fund or contingency fund is maintained; and whether there is an excess policy in which case an insurance authorization letter must be attached.]

[Describe self-insurance program for public liability risks - whether a self-insurance fund or contingency account is maintained; whether the Lessee's public liability exposure is capped pursuant to a Tort Claims Act; and whether the Lessee maintains an excess liability policy, in which case an insurance authorization letter must be attached.]

Please do not hesitate to contact me if you have any questions concerning this letter.

Very truly yours,

**COUNTY OF RIVERSIDE, CA**

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

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

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

EXHIBIT A-8  
(To Lease Schedule No. **500-3173332-000**) – (IF APPLICABLE)

BANK-QUALIFIED DESIGNATION

Intentionally Deleted

EXHIBIT A-9  
(To Lease Schedule No. **500-3173332-000**)

[ATTACH COPY OF AUTHORIZING RESOLUTION, THE ORIGINAL OF WHICH IS ATTACHED TO  
THE MASTER EQUIPMENT LEASE/PURCHASE AGREEMENT NO. **3162133** AS EXHIBIT D.]



EXHIBIT A-10  
(To Lease Schedule No. **500-3173332-000**)  
[Attach Form Ucc-1 with Attachment]



EXHIBIT D  
FORM OF AUTHORIZING RESOLUTION

A RESOLUTION OF THE GOVERNING BODY OF **COUNTY OF RIVERSIDE, CA**, AUTHORIZING THE EXECUTION AND DELIVERY OF A MASTER EQUIPMENT LEASE/PURCHASE AGREEMENT DATE **OCTOBER 8, 2015** AND SEPARATE LEASE SCHEDULES WITH RESPECT TO THE ACQUISITION, PURCHASE, FINANCING AND LEASING OF CERTAIN EQUIPMENT FOR THE PUBLIC BENEFIT; AUTHORIZING THE EXECUTION AND DELIVERY OF DOCUMENTS REQUIRED IN CONNECTION THEREWITH; AND AUTHORIZING THE TAKING OF ALL OTHER ACTIONS NECESSARY TO THE CONSUMMATION OF THE TRANSACTIONS CONTEMPLATED BY THIS RESOLUTION.

WHEREAS, **COUNTY OF RIVERSIDE, CA** (the "Lessee"), a body politic and corporate duly organized and existing as a political subdivision, municipal corporation or similar public entity of the State of **CALIFORNIA**, is authorized by the laws of the State of **CALIFORNIA** to purchase, acquire and lease personal property for the benefit of the Lessee and its inhabitants and to enter into contracts with respect thereto; and

WHEREAS, the Lessee desires to purchase, acquire and lease certain equipment constituting personal property necessary for the Lessee to perform essential governmental functions; and

WHEREAS, in order to acquire such equipment, the Lessee proposes to enter into that certain Master Equipment Lease/Purchase Agreement (the "Agreement") and separate Lease Schedules from time to time as provided in the Agreement with **BANC OF AMERICA PUBLIC CAPITAL CORP** (the "Lessor"), the form of which has been presented to the governing body of the Lessee at this meeting; and

WHEREAS, the governing body of the Lessee deems it for the benefit of the Lessee and for the efficient and effective administration thereof to enter into the Agreement and the separate Lease Schedules as provided in the Agreement for the purchase, acquisition and leasing of the equipment to be therein described on the terms and conditions therein provided;

NOW, THEREFORE, BE IT AND IT IS HEREBY RESOLVED by the governing body of Lessee as follows:

Section 1. Approval of Documents. The form, terms and provisions of the Agreement and the separate Lease Schedules as provided in the Agreement are hereby approved in substantially the forms presented at this meeting, with such insertions, omissions and changes as shall be approved by the **CHIEF INFORMATION OFFICER** of the Lessee or other members of the governing body of the Lessee executing the same, the execution of such documents being conclusive evidence of such approval; and the **CHIEF INFORMATION OFFICER** of the Lessee is hereby authorized and directed to execute, and the **SECRETARY CLERK** of the Lessee is hereby authorized and directed to attest and countersign, the Agreement and each Lease Schedule and any related Exhibits attached thereto and to deliver the Agreement and each Lease Schedule (including such Exhibits) to the respective parties thereto, and the **SECRETARY CLERK** of the Lessee is hereby authorized to affix the seal of the Lessee to such documents.

Section 2. Other Actions Authorized. The officers and employees of the Lessee shall take all action necessary or reasonably required by the parties to the Agreement and each Lease Schedule to carry out, give effect to and consummate the transactions contemplated thereby (including the execution and delivery of Acceptance Certificates and any tax certificate and agreement, each with respect to separate Lease Schedules, as contemplated in the Agreement) and to take all action necessary in conformity therewith, including, without limitation, the execution and delivery of any closing and other documents required to be delivered in connection with the Agreement and each Lease Schedule.

Section 3. No General Liability. Nothing contained in this Resolution, the Agreement, any Lease Schedule nor any other instrument shall be construed with respect to the Lessee as incurring a pecuniary liability or charge upon the general credit of the Lessee or against its taxing power, nor shall the breach of any agreement contained in this Resolution, the Agreement, any Lease Schedule or any other instrument or document executed in connection therewith impose any pecuniary liability upon the Lessee or any charge upon its general credit or against its taxing power, except to the extent that the Rental Payments payable under each Lease are special limited obligations of the Lessee as provided in such Lease.

Section 4. Appointment of Authorized Lessee Representatives. The **CHIEF INFORMATION OFFICER** and **ASSISTANT CHIEF INFORMATION OFFICER** of the Lessee are each hereby designated to act as authorized representatives of the Lessee for purposes of the Agreement and each Lease Schedule until such time as the governing body of the Lessee shall designate any other or different authorized representative for purposes of the Agreement and each Lease Schedule.

**[Use this section if municipality intends to reimburse expenditures paid prior to funding]**

[Section 5. Lessee reasonably expects to reimburse the following original expenditure(s) with the proceeds of a tax-exempt financing:

AMOUNT

DESCRIPTION

PAYEE

The project to which the original expenditure(s) relates can be generally described as \_\_\_\_\_ [general description of the project]. The original expenditure(s) will be made from Lessee's general operating account. The maximum principal amount of the obligations expected to be issued for the project is \$ \_\_\_\_\_ [dollar amount of project]. This resolution is being entered into on or before, or not later than 60 days after, the date on which the original expenditure(s) to be reimbursed will or have been paid. This resolution is intended to be a declaration of official intent within the meaning of Treasury Regulations Section 1.150-2.]

Section 5. Severability. If any section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution.

Section 6. Repealer. All bylaws, orders and resolutions or parts thereof, inconsistent herewith, are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed as reviving any bylaw, order, resolution or ordinance or part thereof.

Section 7. Effective Date. This Resolution shall be effective immediately upon its approval and adoption.

ADOPTED AND APPROVED by the governing body of the Lessee this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**COUNTY OF RIVERSIDE, CA**  
as lessee

[SEAL]

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ATTEST:

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

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

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

November 8, 2016

DEBBIE ZELLNER  
FISCAL MANAGER  
COUNTY OF RIVERSIDE, CA  
3450 14TH STREET  
RIVERSIDE, CALIFORNIA, 92501

RE: LEASE SCHEDULE NO. 500-3173332-000 DATED NOVEMBER 8, 2016 TO MASTER EQUIPMENT LEASE/PURCHASE AGREEMENT NO. 3162133 DATED OCTOBER 8, 2015 BETWEEN BANC OF AMERICA PUBLIC CAPITAL CORP (LESSOR) AND COUNTY OF RIVERSIDE, CA (LESSEE)

Dear DEBBIE ZELLNER:

Enclosed please find the following documents to be executed on behalf of the Lessee:

1. **Master Equipment Lease/Purchase Agreement No. 3162133 – On File**
2. **Lease Schedule No. 500-3173332-000** – complete location, fiscal period, and execute
3. **Certificate of Acceptance (final)** - hold until all equipment is delivered and installed
4. **Essential Use Certificate** – to be typed on lessee's letterhead and executed
5. **Insurance Authorization** - If the Lessee does not self-insure, have this form completed and execute where indicated; **\*Please note that we will need complete proof of insurance coverage prior to escrow disbursements**
6. **Self-Insurance letter** - If you are self-insured, have this letter retyped on your letterhead, completed and executed by the Lessee risk manager
7. **Bank Qualified Designation – Intentionally Deleted**
8. **Incumbency Certificate**
9. **Opinion of Counsel – Intentionally Deleted**
10. **Resolution** – Have Customer sent in
11. **Escrow Agreement** – execute where indicated
12. **Exhibit A-1 to Escrow Agreement**- insert authorized signers signature specimen and have the certificate executed by the Board Clerk where indicated
13. **Certificate of Acceptance, Equipment List, and Disbursement Request** (Schedule 1 to Escrow Agreement) – these are to be completed and returned to Lessor when the equipment has been delivered and you are requesting payment to the vendor. The Final Acceptance Certificate (Exhibit A-1) will be used for your final disbursement.
14. **Tax Compliance Agreement** – complete Section 4.3 and execute where indicated
15. **UCC Financing Statements** – UCC's will be file with CALIFORNIA SOS
16. **Lessee Information Sheet** – complete any applicable information
17. **Exhibit E – Software Addendum** (if applicable) – **On File;**
18. **W-9** – complete and execute
19. **IRS form 8038-G** Information Return: Please use the attached form and the attached instructions, including the instructions on where and when to file this information return, based on the lease's issue date. In order to complete the form you will need the following factual information: the date of issue (or issue date) is **November 8, 2016**, the final maturity date is **November 8, 2020**, the issue price is **\$456,656.70**, stated redemption price **\$481,697.24** the weighted average maturity is **5.00** years, and the yield (or tax-exempt rate) is **2.743%**. Original IRS form needs to be completed and filed according to the filing instructions; and
20. **Sales and Use Tax Exemption Certificate** – Not Applicable

Once all documents are executed, please e-mail a PDF copy to e-mail; [katherine.graiber@baml.com](mailto:katherine.graiber@baml.com) and overnight the originals via Federal Express at the address below.

Kathy M. Graiber  
Operations Consultant  
Banc of America Leasing & Capital, LLC  
135 S. LaSalle Street  
Mail Stop IL4-135-10-12  
Chicago, IL 60603  
(p) 312.828.7591  
(f) 312.453.5637

[katherine.graiber@baml.com](mailto:katherine.graiber@baml.com)

11.8.16 3-13  
2016-12-133745

**BANC OF AMERICA PUBLIC CAPITAL CORP**  
MASTER EQUIPMENT LEASE/PURCHASE AGREEMENT NO. **3162133**  
FOR

**COUNTY OF RIVERSIDE, CA**

DOCUMENT INDEX

1. Master Equipment Lease/Purchase Agreement – On File
  - Exhibit A Lease Schedule
  - Exhibit A-1 Final Certificate of Acceptance
  - Exhibit A-2 IRS Form 8038-G
  - Exhibit A-3 Copy of Incumbency Certificate – On File
  - Exhibit A-4 Copy of Opinion of Lessee's Counsel
  - Exhibit A-5 Essential Use Letter
  - Exhibit A-6 Insurance Letter
  - Exhibit A-7 Self Insurance Letter
  - Exhibit A-8 Bank Qualified Designation (as applicable) – Intentionally Deleted
  - Exhibit A-9 Copy of Authorizing Resolution
  - Exhibit A-10 Form UCC-1
  - Exhibit B Incumbency Certificate – On File
  - Exhibit C Opinion of Lessee's Counsel - Intentionally Deleted
  - Exhibit D Authorizing Resolution
  - Exhibit E Software Addendum (if applicable) – On File

OTHER:

1. Escrow Agreement
2. Certificate of Acceptance (partial)
3. Disbursement Request
4. Tax Compliance Agreement and No Arbitrage Certificate
5. UCC Attachment
6. Information Sheet
7. W-9 FORM

EXHIBIT A

BANC OF AMERICA PUBLIC CAPITAL CORP

LEASE SCHEDULE

MASTER EQUIPMENT LEASE-PURCHASE  
AGREEMENT NO.: 3162133

DATE OF MASTER EQUIPMENT  
LEASE-PURCHASE AGREEMENT: October 8, 2015

LEASE SCHEDULE NO.: 500-3173332-000

DATE OF LEASE SCHEDULE: NOVEMBER 8, 2016

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

FULL LEASE TERM: 5 Years from the Date of Lease Schedule.

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

LESSEE: COUNTY OF RIVERSIDE, CA

1. DESCRIPTION OF THE EQUIPMENT:

<u>SUPPLIER</u>	<u>QUANTITY</u>	<u>DESCRIPTION OF UNITS OF EQUIPMENT</u>	<u>SERIAL NUMBERS*</u> <u>(IF AVAILABLE)</u>
-----------------	-----------------	--	---

See Preliminary Equipment Description attached hereto and made a part  
hereof

together with all accessories, attachments, substitutions and accessions.

2. EQUIPMENT LOCATION: 4080 Lemon Street Riverside, CA 92501

\_\_\_\_ 1960 Chicago Avenue, Building F Riverside, CA 92501

\* Lessee authorizes Lessor to insert serial numbers and additional description details of Equipment when determined by Lessor as provided in Section 16(g) of the Master Equipment Lease/Purchase Agreement.

DUPLICATE  
ORIGINAL

3. The Rental Payments shall be made for the Equipment as follows:

DATE	PAYMENT	INTEREST	PRINCIPAL	PURCHASE OPTION PRICE*
------	---------	----------	-----------	---------------------------

See Payment Schedule attached hereto and made a part hereof.

The original purchase price of the Equipment is \$481,697.24. The effective interest rate to Lessee is 0.00% after the financing incentive is taken into consideration.

\* LESSEE ACKNOWLEDGES THAT THE AMOUNT FINANCED BY LESSOR, IS \$456,656.70 AND THAT SUCH AMOUNT IS THE ISSUE PRICE FOR THE SCHEDULE FOR FEDERAL INCOME TAX PURPOSES. THE DIFFERENCE BETWEEN THE PRINCIPAL AMOUNT OF THIS SCHEDULE AND THE ISSUE PRICE IS THE FINANCING INCENTIVE OR ORIGINAL ISSUE DISCOUNT ("OID"), AS DEFINED IN SECTION 1288 OF THE CODE. THE YIELD FOR THIS SCHEDULE FOR FEDERAL INCOME TAX PURPOSES IS 2.743%. SUCH ISSUE PRICE WILL BE STATED IN THE APPLICABLE FORM 8038-G. YOU AGREE THAT THE REFERENCE TO "INTEREST" IN SECTION 14 OF THE AGREEMENT SHALL INCLUDE THE FINANCING INCENTIVE (OID).

4. For purposes of this Lease, "State" means the State of **CALIFORNIA**.

5. Lessee's current Fiscal Period extends from July 1 to June 30

6. The terms and provisions of the Master Equipment Lease/Purchase Agreement described above (other than to the extent that they relate solely to other Schedules or Equipment listed on other Schedules) are hereby incorporated into this Schedule by reference and made a part hereof.

7. Lessee hereby represents, warrants and covenants that its representations, warranties and covenants set forth in such Master Equipment Lease/Purchase Agreement (particularly Section 3 thereof) are true and correct as though made on the date of execution of this Lease Schedule.

COUNTY OF RIVERSIDE, CA,  
as lessee

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

Printed Name: JOHN J. BENOIT

Title: CHAIRMAN, BOARD OF SUPERVISORS

BANC OF AMERICA PUBLIC CAPITAL CORP  
as lessor

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

Printed Name: Ben A. Ulisano  
Agent

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

Counterpart No. 1 of 1 manually executed and serially numbered counterparts. To the extent that this Lease constitutes chattel paper (as defined in the Uniform Commercial Code), no security interest herein may be created through the transfer or possession of any Counterpart other than Counterpart No. 1.

FORM APPROVED COUNTY COUNSEL

BY: Dale A. Gardner 11/16/16  
DALE A. GARDNER DATE

\* Assumes all Rental Payments and Additional Payments due on and prior to that date have been paid.

ATTEST:

KECIA HARPER-IHEM, Clerk

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

DEPUTY

DUPLICATE  
ORIGINAL

COUNTY OF RIVERSIDE, CA  
500-3173332-000

**FINANCING INCENTIVE RATE PAYMENT SCHEDULE**

PAYMENT NO.	PAYMENT DUE DATE	PAYMENT	INTEREST	PRINCIPAL	PRINCIPAL BALANCE	PURCHASE OPTION PRICE*
Commencement Date:	11/08/2016				481,697.24	NC
1	11/08/2016	96,339.45	0.00	96,339.45	385,357.79	385,357.79
2	11/08/2017	96,339.45	0.00	96,339.45	289,018.34	289,018.34
3	11/08/2018	96,339.45	0.00	96,339.45	192,678.89	192,678.89
4	11/08/2019	96,339.45	0.00	96,339.45	96,339.44	96,339.44
5	11/08/2020	96,339.44	0.00	96,339.44	0.00	0.00
Grand Totals		481,697.24	0.00	481,697.24		

The original purchase price of the Equipment is \$481,697.24. The effective interest rate to Lessee is 0.00% after the financing incentive is taken into consideration. For IRS purposes the breakdown of principal and pre-paid interest is reflected below

PAYMENT NO.	PAYMENT DUE DATE	PAYMENT	INTEREST	PRINCIPAL
1	11/08/2016	96,339.45	0.00	96,339.45
2	11/08/2017	96,339.45	9,882.54	86,456.91
3	11/08/2018	96,339.45	7,511.26	88,828.19
4	11/08/2019	96,339.45	5,074.94	91,264.51
5	11/08/2020	96,339.44	2,571.80	93,767.64
Grand Totals		481,697.24	25,040.54	456,656.70

\* Assumes all Rental Payments and Additional Payments due on and prior to that date have been paid.



**COUNTY OF RIVERSIDE, CA**

**500-3173332-000**

**PRELIMINARY EQUIPMENT DESCRIPTION**

**CISCO PRODUCTS AND SUPPORT TO BE MORE FULLY DESCRIBED ON THE DIMENSION  
DATA QUOTE #1938563 AND 1938541.1 ATTACHED HERETO AND MADE A PART HERE OF.**

# DIMENSION DATA

Corporate Address:



## PRICE QUOTATION - RCIT - ITARC-420 SECTION A6 REV1

Quote Name: RCIT - ITARC-420 Section A6 rev1  
Quotation #: 1938563

Quote Status: In Process

Date Entered: 06/15/2016  
Expiration Date: 10/15/2016

Organization:  
RIVERSIDE COUNTY INFORMATION TECHNOLOGIES  
3450 14TH STREET  
RIVERSIDE, CA 92501  
Sales Person: Tim Kidd

Account Manager:

Sales Support:  
Tim Kidd  
Tim.Kidd@dimensiondata.com +1 949 2656014

Email: Tim.Kidd@dimensiondata.com  
Phone: +1 949 2656014

Bill To:  
RIVERSIDE COUNTY INFORMATION TECHNOLOGIES  
INNOVATION CENTER  
3450 14TH STREET  
RIVERSIDE, CA 92501  
United States  
Attn: .  
Phone: .

Ship To:  
RIVERSIDE COUNTY INFORMATION TECHNOLOGIES  
INNOVATION CENTER  
3450 14TH STREET  
RIVERSIDE, CA 92501  
United States  
Attn: .  
Phone: .

Delivery Country: United States  
Shipping Method: Ground  
Currency: US Dollar  
Comments: This quote is in response to RFQ ITARC-420  
Payment Terms: 30 Days Net

Ordering Country: United States  
Install Country: United States  
Multi Currencies: Normal View

## DIMENSION DATA TERMS AND CONDITIONS OF SALE

All products and services are offered subject to the Dimension Data Terms and Conditions of Sale available at <http://www.dimensiondata.com/en-US/Documents/DimensionDataTermsandConditionsUS.pdf> and which are incorporated herein by reference. Dimension Data's offer to sell such products or services and its obligation to perform are expressly conditional upon Customer's acceptance of these Terms and Conditions of Sale without additional or different terms. Customer may accept Dimension Data's offer by issuing a purchase order and such action shall be deemed to be Customer's unconditional acceptance of the Terms and Conditions of Sale and this Quotation. Customer acknowledges that charges for its usage and/or storage in excess of specified subscription limits may apply and Customer will honor and pay such additional charges as applicable regardless of funding authorized on its Purchase Order. Customer acknowledges and agrees that it has the ability to access each URL referenced in this quotation. Customer waives any claims or defenses to the validity or enforceability of the Terms and Conditions of Sale arising from any electronic submission of it to Customer.

If you observe any illegal or unethical behavior by any Dimension Data employee, please report such behavior to our anonymous Ethics Hotline by phone at 877-217-6364 or by web at <https://iwl.tnwgrc.com/dimensiondata>.

#	Mfr Part #	Description	Qty	List Price	Discount	Unit Price	Ext Price
<b>A6 - RUHS Jurupa Project</b>							
Comments:							
1	CISCO Catalyst 2960-X 48 GigE PoE 370W, 2 x 10G SFP+ LAN Base WS-C2960X-48LPD-L	CISCO Catalyst 2960-X 48 GigE PoE 370W, 2 x 10G SFP+ LAN Base	1	\$ 6,995.00	52.00%	\$ 3,357.60	\$ 3,357.60
	CAB-16AWG-AC	CISCO AC Power cord, 16AWG	1	\$ 0.00		\$ 0.00	\$ 0.00
	C2960X-STACK	CISCO Catalyst 2960-X FlexStack Plus Stacking Module	1	\$ 1,195.00	52.00%	\$ 573.60	\$ 573.60
	CAB-STK-E-1M	CISCO Cisco FlexStack 1m stacking cable	1	\$ 100.00	52.00%	\$ 48.00	\$ 48.00
Estimated Lead Time: Not Available							
2	CISCO Catalyst 2960-X FlexStack Plus Stacking Module optional C2960X-STACK=	CISCO Catalyst 2960-X FlexStack Plus Stacking Module optional	1	\$ 1,195.00	52.00%	\$ 573.60	\$ 573.60
	CAB-STK-E-1M	CISCO Cisco FlexStack 1m stacking cable	1	\$ 100.00	52.00%	\$ 48.00	\$ 48.00

#	Mfr Part #	Description	Qty	List Price	Discount	Unit Price	Ext Price
A6 - RUHS Jurupa Project - A6 - RUHS Jurupa Project							
Comments:							
		Estimated Lead Time: Not Available					
SECTION SUB TOTAL [A6 - RUHS JURUPA PROJECT]:							\$ 4,600.80
SECTION GRAND TOTAL [A6 - RUHS JURUPA PROJECT]:							\$ 4,600.80

QUOTE SUB TOTAL:	\$ 4,600.80
ESTIMATED LOGISTICS CHARGE:	\$ 0.00
ESTIMATED TAXES:	\$ 368.06
QUOTE GRAND TOTAL:	\$ 4,968.86

PRODUCT SUMMARY		EXT PRICE
Product		\$ 4,600.80
Logistics Charge		\$ 0.00
Total		\$ 4,600.80

Interested in Leasing? A 36--month lease for All Items on this quote is \$ 138.13 month.

These estimates exclude shipping and taxes. All leases are subject to credit approval, equipment verification and soft cost verification and applicable lease agreement.

Customer's Logistics Comments :

Dimension Data Supply Chain Services Limited (DDCC) logistic fee does not cover: VAT, Duties, Pre & Post shipment inspections, registering companies for importation, import licences (for importation and encryption), Importation Permissions etc. We advise where possible but they are still costs for the importer of record to cover.

By signing below you agree to Dimension Data's "Standard Terms & Conditions" provided above.

Please refer to the Terms and Conditions for any additional instructions and/or contact your account manager should you have any questions.

Quote Number 1938563

Your Purchase Order Number

Signature

Print Name Title

Place And Date

# DIMENSION DATA

**Corporate Address:**  
Dimension Data North America, Inc  
11006 Rushmore Drive,  
Suite 300,  
Charlotte, NC 28277  
United States



## PRICE QUOTATION - RCIT - ITARC-420 SECTION A1 REV2

**Quote Name:** RCIT - ITARC-420 Section A1 rev2  
**Quotation #:** 1938541.1

**Quote Status:** In Process

**Date Entered:** 09/16/2016  
**Expiration Date:** 10/16/2016

**Organization:**  
RIVERSIDE COUNTY INFORMATION TECHNOLOGIES  
3450 14TH STREET  
RIVERSIDE, CA 92501  
**Sales Person:** Tim Kidd

**Account Manager:**  
Lisa Waelde  
Lisa.Waelde@dimensiondata.com

**Sales Support:**  
Tim Kidd  
Tim.Kidd@dimensiondata.com +1 949 2656014

**Email:** Tim.Kidd@dimensiondata.com  
**Phone:** +1 949 2656014

**Delivery Country:** United States  
**Shipping Method:** Ground  
**Currency:** US Dollar  
**Comments:** This quote is in response to RFQ ITARC-420  
**Payment Terms:** 30 Days Net

**Ordering Country:** United States  
**Install Country:** United States  
**Multi Currencies:** Normal View

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If you observe any illegal or unethical behavior by any Dimension Data employee, please report such behavior to our anonymous Ethics Hotline by phone at 877-217-6364 or by web at <https://iwwf.tnwgrc.com/dimensiondata>.

# Mfr Part #	Description	Qty	List Price	Discount	Unit Price	Ext Price
<b>A1 - RC3 and CAC Internet Upgrade Project/Internet Routers</b>						
<b>Comments:</b>						
1	XFP-10G-M-M-SR=					
	CISCO 10GBASE-SR XFP Module	4	\$ 1,995.00	52.00%	\$ 957.60	\$ 3,830.40
	Estimated Lead Time: Not Available					
2	CISCO Cisco ONE - ASR1001-X					
	C1-ASR1001-X/K9	2	\$ 22,000.00	52.00%	\$ 10,560.00	\$ 21,120.00
	FLSA1-BIN-1X10GE	4	\$ 7,000.00	52.00%	\$ 3,360.00	\$ 13,440.00
	License					
	ASR1K-INTERNET	2	\$ 0.00		\$ 0.00	\$ 0.00
	- tracking only					
	M-ASR1001X-16GB	2	\$ 11,000.00	52.00%	\$ 5,280.00	\$ 10,560.00
	NIM-BLANK	2	\$ 0.00		\$ 0.00	\$ 0.00
	ISR 4400					
	C1F1PASR1K9	2	\$ 17,500.00	52.00%	\$ 8,400.00	\$ 16,800.00
	FW AVC Prime					
	C1-SLASR1-AES	2	\$ 0.00		\$ 0.00	\$ 0.00
	Services License					
	C1-ASR1-IPSEC-RTU	2	\$ 0.00		\$ 0.00	\$ 0.00
	CISCO Cisco ONE Encryption Right-To-Use Feat					
	Lic ASR1000 Series					
	C1-FLSASR1-AVC	2	\$ 0.00		\$ 0.00	\$ 0.00
	CISCO Cisco ONE Appl. Visibility and Control					
	License ASR1000					

# Mfr Part #	Description	Qty	List Price	Discount	Unit Price	Ext Price
<b>A1 - RC3 and CAC Internet Upgrade Project/Internet Routers</b>						
<b>Comments:</b>						
C1-FLSASR1-FW	CISCO Cisco ONE FW License for ASR1000 Series	2	\$ 0.00		\$ 0.00	\$ 0.00
C1-PI-LFAS-ASR1K9	CISCO Cisco ONE PI Device License for LF & AS for ASR 1000	2	\$ 0.00		\$ 0.00	\$ 0.00
C1-CAND-1	CISCO Cisco ONE Connected Analytics Net Deployment -1 Dev Lic 1 YR	2	\$ 0.00		\$ 0.00	\$ 0.00
C1F1VASR1-01	CISCO Tracker PID v01 Fnd Perpetual ASR1 - no delivery	2	\$ 0.00		\$ 0.00	\$ 0.00
SPA-1X10GE-L-V2	CISCO Cisco 1-Port 10GE LAN-PHY Shared Port Adapter	2	\$ 10,000.00	52.00%	\$ 4,800.00	\$ 9,600.00
ASR1000-SPA	CISCO SPA for ASR1000; No Physical Part; For Tracking Only	2	\$ 0.00		\$ 0.00	\$ 0.00
SASR1K1XUK9-316S	CISCO Cisco ASR1001-X IOS XE UNIVERSAL	2	\$ 0.00		\$ 0.00	\$ 0.00
ASR1001-X-PWR-AC	CISCO Cisco ASR1001-X AC Power Supply	4	\$ 0.00		\$ 0.00	\$ 0.00
CAB-C13-CBN	CISCO Cabinet Jumper Power Cord, 250 VAC 10A , C14-C13 Connectors	4	\$ 0.00		\$ 0.00	\$ 0.00
FLSA1-1X-2.5-10G	CISCO 2.5G to 10Gbps upgrade License for ASR 1001-X <b>Estimated Lead Time:</b> Not Available	2	\$ 20,900.00	52.00%	\$ 10,032.00	\$ 20,064.00
Hardware Part #: C1-ASR1001-X/K9 CON-SNT-A1001XK9	CISCO SNTC-8X5XNBD C1 ASR1001-X Chassis,IPBase APIC EM APIs <i>Maintenance pricing is based on an annual contract with an estimated start date of 07/07/2016. This contract covers 2 device(s) and is for 1 year(s). Maintenance contract start date is subject to product shipment if applicable.</i>	2	\$ 1,408.00	26.00%	\$ 1,041.92	\$ 2,083.84
Hardware Part #: FLSA1-BIN-1X10GE CON-SNT-FLSABGEX	CISCO SNTC-8X5XNBD ASR1001-X Built-In 10GE 1-port License <i>Maintenance pricing is based on an annual contract with an estimated start date of 07/07/2016. This contract covers 4 device(s) and is for 1 year(s). Maintenance contract start date is subject to product shipment if applicable.</i>	4	\$ 462.00	26.00%	\$ 341.88	\$ 1,367.52
Hardware Part #: C1F1PASR1K9 CON-ECMU-CFPASR11	CISCO SWSS UPGRADES C1 FND Perp Suite AES IPSec FW AVCPrime <i>Maintenance pricing is based on an annual contract with an estimated start date of 07/07/2016. This contract covers 2 device(s) and is for 1 year(s). Maintenance contract start date is subject to product shipment if applicable.</i>	2	\$ 2,625.00	26.00%	\$ 1,942.50	\$ 3,885.00
Hardware Part #: SPA-1X10GE-L-V2 CON-SNT-1X10GEV2	CISCO SNTC-8X5XNBD 1-PI 10GE LAN-PHY Shared PT Adptr <i>Maintenance pricing is based on an annual contract with an estimated start date of 07/07/2016. This contract covers 2 device(s) and is for 1 year(s). Maintenance contract start date is subject to product shipment if applicable.</i>	2	\$ 640.00	26.00%	\$ 473.60	\$ 947.20

# Mfr Part #	Description	Qty	List Price	Discount	Unit Price	Ext Price
<b>A1 - RC3 and CAC Internet Upgrade Project/Internet Routers</b>						
<b>Comments:</b>						
Hardware Part #: FLSA1-1X-2.5-10G CON-SNT-FLSA11XM	CISCO SNTC-8X5XNBD Upgrade from 2.5 Gbps to 10Gbps License <i>Maintenance pricing is based on an annual contract with an estimated start date of 07/07/2016. This contract covers 2 device(s) and is for 1 year(s). Maintenance contract start date is subject to product shipment if applicable.</i>	2	\$ 1,379.00	26.00%	\$ 1,020.46	\$ 2,040.92
<b>SECTION SUB TOTAL [A1 - RC3 AND CAC INTERNET UPGRADE PROJECT/INTERNET]:</b>						<b>\$ 105,738.88</b>
<b>SECTION GRAND TOTAL [A1 - RC3 AND CAC INTERNET UPGRADE PROJECT/INTERNET]:</b>						<b>\$ 105,738.88</b>
# Mfr Part #	Description	Qty	List Price	Discount	Unit Price	Ext Price
<b>A1 - RC3 and CAC Internet Upgrade Project/Internet Switches</b>						
<b>Comments:</b>						
1	CISCO Cisco Catalyst 3850 24 Port 10G Fiber Switch IP Base					
WS-C3850-24XS-S	CISCO Cisco Catalyst 3850 24 Port 10G Fiber Switch IP Base	4	\$ 21,000.00	52.00%	\$ 10,080.00	\$ 40,320.00
S3850UK9-37E	CISCO CAT3850 Universal k9 image	4	\$ 0.00		\$ 0.00	\$ 0.00
PWR-C1-715WAC/2	CISCO 715W AC Config 1 Secondary Power Supply	4	\$ 1,000.00	52.00%	\$ 480.00	\$ 1,920.00
CAB-C15-CBN	CISCO Cabinet Jumper Power Cord, 250 VAC 13A , C14-C15 Connectors	8	\$ 0.00		\$ 0.00	\$ 0.00
STACK-T1-50CM	CISCO 50CM Type 1 Stacking Cable	4	\$ 0.00		\$ 0.00	\$ 0.00
CAB-SPWR-30CM	CISCO Catalyst 3750X and 3850 Stack Power Cable 30 CM	4	\$ 0.00		\$ 0.00	\$ 0.00
PWR-C1-715WAC	CISCO 715W AC Config 1 Power Supply	4	\$ 0.00		\$ 0.00	\$ 0.00
	<b>Estimated Lead Time:</b> Not Available					
Hardware Part #: WS-C3850-24XS-S CON-SNT-WSCX3852	CISCO SNTC-8X5XNBD Cisco Catalyst 3850 24 Port 10G Fiber Sw <i>Maintenance pricing is based on an annual contract with an estimated start date of 07/07/2016. This contract covers 4 device(s) and is for 1 year(s). Maintenance contract start date is subject to product shipment if applicable.</i>	4	\$ 1,323.00	26.00%	\$ 979.02	\$ 3,916.08
<b>SECTION SUB TOTAL [A1 - RC3 AND CAC INTERNET UPGRADE PROJECT/INTERNET]:</b>						<b>\$ 46,156.08</b>
<b>SECTION GRAND TOTAL [A1 - RC3 AND CAC INTERNET UPGRADE PROJECT/INTERNET]:</b>						<b>\$ 46,156.08</b>
# Mfr Part #	Description	Qty	List Price	Discount	Unit Price	Ext Price
<b>A1 - RC3 and CAC Internet Upgrade Project/Optics</b>						
<b>Comments:</b>						
1	SFP-10G-SR-S=					
	CISCO 10GBASE-SR SFP Module, Enterprise-Class <b>Estimated Lead Time:</b> Not Available	40	\$ 650.00	52.00%	\$ 312.00	\$ 12,480.00
<b>SECTION SUB TOTAL [A1 - RC3 AND CAC INTERNET UPGRADE PROJECT/OPTICS]:</b>						<b>\$ 12,480.00</b>
<b>SECTION GRAND TOTAL [A1 - RC3 AND CAC INTERNET UPGRADE PROJECT/OPTICS]:</b>						<b>\$ 12,480.00</b>
# Mfr Part #	Description	Qty	List Price	Discount	Unit Price	Ext Price
<b>A1 - RC3 and CAC Internet Upgrade Project/Spare Optics</b>						
<b>Comments:</b>						
1	SFP-10G-SR=					
	CISCO 10GBASE-SR SFP Module <b>Estimated Lead Time:</b> Not Available	12	\$ 995.00	52.00%	\$ 477.60	\$ 5,731.20
2	QSFP-40G-SR-BD=					
	CISCO QSFP40G BiDi Short-reach Transceiver <b>Estimated Lead Time:</b> Not Available	20	\$ 1,095.00	52.00%	\$ 525.60	\$ 10,512.00
<b>SECTION SUB TOTAL [A1 - RC3 AND CAC INTERNET UPGRADE PROJECT/SPARE OP]:</b>						<b>\$ 16,243.20</b>
<b>SECTION GRAND TOTAL [A1 - RC3 AND CAC INTERNET UPGRADE PROJECT/SPARE OP]:</b>						<b>\$ 16,243.20</b>

# Mfr Part #	Description	Qty	List Price	Discount	Unit Price	Ext Price
<b>A1 - RC3 and CAC Internet Upgrade Project/DWDM</b>						
<b>Comments:</b>						
1 DWDM-XFP-C=	CISCO 10G MultiRate C Band Tunable DWDM XFP <b>Estimated Lead Time:</b> Not Available	4	\$ 20,500.00	52.00%	\$ 9,840.00	\$ 39,360.00
2 15216-ATT-LC-10=	CISCO Bulk Attenuator - LC Connector - 10dB <b>Estimated Lead Time:</b> Not Available	10	\$ 200.00	52.00%	\$ 96.00	\$ 960.00
3 15454-M-USBCBL=	CISCO USB cable for passive devices <b>Estimated Lead Time:</b> Not Available	2	\$ 80.00	52.00%	\$ 38.40	\$ 76.80
4 15454-SMR2-LIC=	CISCO SM ROADM 2-PRE-AMP-BST 100GHZ-CBAND -10ch License Restricted <b>Estimated Lead Time:</b> Not Available	6	\$ 37,500.00	52.00%	\$ 18,000.00	\$ 108,000.00
5 15216-EF-ODD-LIC=	CISCO Licensed 10ch Exposed Faceplate mux demux ODD patch panel <b>Estimated Lead Time:</b> Not Available	2	\$ 10,000.00	52.00%	\$ 4,800.00	\$ 9,600.00
6 15454-PP-4-SMR=	CISCO 1RU 4-Degree SM ROADM Mesh Patch Panel <b>Estimated Lead Time:</b> Not Available	2	\$ 8,000.00	52.00%	\$ 3,840.00	\$ 7,680.00
7 15454-MPO-MPO-2=	CISCO Multi-fiber patchcord - MPO to MPO - 2m <b>Estimated Lead Time:</b> Not Available	6	\$ 750.00	52.00%	\$ 360.00	\$ 2,160.00
8 ONS-SE-155-1510=	CISCO SFP - OC3/STM1 CWDM, 1510 nm, EXT <b>Estimated Lead Time:</b> Not Available	2	\$ 2,100.00	52.00%	\$ 1,008.00	\$ 2,016.00
9 15454-LC-LC-2=	CISCO Fiber patchcord - LC to LC - 2m <b>Estimated Lead Time:</b> Not Available	12	\$ 90.00	52.00%	\$ 43.20	\$ 518.40
10 15216-ATT-LC-10=	CISCO Bulk Attenuator - LC Connector - 10dB <b>Estimated Lead Time:</b> Not Available	4	\$ 200.00	52.00%	\$ 96.00	\$ 384.00
11 CON-SNT-15454SM2	CISCO SNTC-8X5XNBD SM ROADM 2-PRE-AMP-BST 100GHZ-CBAND <i>Maintenance pricing is based on an annual contract with an estimated start date of 07/07/2016. This contract covers 6 device(s) and is for 1 year(s). Maintenance contract start date is subject to product shipment if applicable.</i>	6	\$ 3,003.00	26.00%	\$ 2,222.22	\$ 13,333.32
12 CON-SNT-15216EFO	CISCO SNTC-8X5XNBD Licensed 10ch Exposed Faceplate mux demu <i>Maintenance pricing is based on an annual contract with an estimated start date of 07/07/2016. This contract covers 2 device(s) and is for 1 year(s). Maintenance contract start date is subject to product shipment if applicable.</i>	2	\$ 350.00	26.00%	\$ 259.00	\$ 518.00
13 CON-SNT-4PP4SMR	CISCO SNTC-8X5XNBD 1RU 4-Degree SM ROADM <i>Maintenance pricing is based on an annual contract with an estimated start date of 07/07/2016. This contract covers 2 device(s) and is for 1 year(s). Maintenance contract start date is subject to product shipment if applicable.</i>	2	\$ 560.00	26.00%	\$ 414.40	\$ 828.80

# Mfr Part #	Description	Qty	List Price	Discount	Unit Price	Ext Price
<b>A1 - RC3 and CAC Internet Upgrade Project/DWDM</b> Comments:						
14 CON-SNT-1551510	CISCO SNTC-8X5XNBD SFP - OC3/STM1 CWD Maintenance pricing is based on an annual contract with an estimated start date of 07/07/2016. This contract covers 2 device(s) and is for 1 year(s). Maintenance contract start date is subject to product shipment if applicable.	2	\$ 168.00	26.00%	\$ 124.32	\$ 248.64
<b>SECTION SUB TOTAL [A1 - RC3 AND CAC INTERNET UPGRADE PROJECT/DWDM]:</b>						<b>\$ 185,683.96</b>
<b>SECTION GRAND TOTAL [A1 - RC3 AND CAC INTERNET UPGRADE PROJECT/DWDM]:</b>						<b>\$ 185,683.96</b>
# Mfr Part #	Description	Qty	List Price	Discount	Unit Price	Ext Price
<b>A1 - RC3 and CAC Internet Upgrade Project/Nexus 9300 EX Series</b> Comments:						
1 L-N93-LAN1K9=	CISCO Nexus 9300 LAN Enterprise License (L3 protocols) eDelivery Estimated Lead Time: Not Available	2	\$ 8,000.00	52.00%	\$ 3,840.00	\$ 7,680.00
2 CISCO Nexus 9300 with 48p 10/25G SFP+ and 6p 100G QSFP28	CISCO Nexus 9300 with 48p 10/25G SFP+ and 6p 100G QSFP28	2	\$ 22,500.00	52.00%	\$ 10,800.00	\$ 21,600.00
N9K-C93180YC-EX	CISCO Nexus 9500 or 9300 ACI Base Software NX-OS Rel 11.3	2	\$ 0.00		\$ 0.00	\$ 0.00
ACI-N9KDK9-11.3	CISCO Nexus 3K/9K Fixed Accessory Kit	2	\$ 0.00		\$ 0.00	\$ 0.00
N3K-C3064-ACC-KIT	CISCO Nexus 2K/3K/9K Single Fan, port side intake airflow	8	\$ 0.00		\$ 0.00	\$ 0.00
NXA-FAN-30CFM-B	CISCO Cabinet Jumper Power Cord, 250 VAC 10A, C14-C13 Connectors	4	\$ 0.00		\$ 0.00	\$ 0.00
CAB-C13-CBN	CISCO Nexus NEBs AC 650W PSU - Port Side Intake	4	\$ 0.00		\$ 0.00	\$ 0.00
NXA-PAC-650W-PI	Estimated Lead Time: Not Available					
Hardware Part #: N9K-C93180YC-EX CON-SNT-93180YC	CISCO SNTC-8X5XNBD Nexus 9300 with 48p Maintenance pricing is based on an annual contract with an estimated start date of 07/07/2016. This contract covers 2 device(s) and is for 1 year(s). Maintenance contract start date is subject to product shipment if applicable.	2	\$ 1,095.00	26.00%	\$ 810.30	\$ 1,620.60
<b>SECTION SUB TOTAL [A1 - RC3 AND CAC INTERNET UPGRADE PROJECT/NEXUS 93]:</b>						<b>\$ 30,900.60</b>
<b>SECTION GRAND TOTAL [A1 - RC3 AND CAC INTERNET UPGRADE PROJECT/NEXUS 93]:</b>						<b>\$ 30,900.60</b>
# Mfr Part #	Description	Qty	List Price	Discount	Unit Price	Ext Price
<b>A1 - RC3 and CAC Internet Upgrade Project/Nexus 9500 Power Supply</b> Comments:						
1 CISCO Nexus 9500 3000W AC PS, Port-side Intake	CISCO Nexus 9500 3000W AC PS, Port-side Intake	2	\$ 3,000.00	52.00%	\$ 1,440.00	\$ 2,880.00
N9K-PAC-3000W-B=	CISCO Power Cord, 250Vac 16A, twist lock NEMA L6-20 plug, US	2	\$ 0.00		\$ 0.00	\$ 0.00
CAB-AC-C6K-TWLK	Estimated Lead Time: Not Available					
2 CAB-AC-2500W-US1=	CISCO Power Cord, 250Vac 16A, straight blade NEMA 6-20 plug, US	2	\$ 45.00	52.00%	\$ 21.60	\$ 43.20
	Estimated Lead Time: Not Available					
<b>SECTION SUB TOTAL [A1 - RC3 AND CAC INTERNET UPGRADE PROJECT/NEXUS 95]:</b>						<b>\$ 2,923.20</b>
<b>SECTION GRAND TOTAL [A1 - RC3 AND CAC INTERNET UPGRADE PROJECT/NEXUS 95]:</b>						<b>\$ 2,923.20</b>



# Mfr Part #	Description	Qty	List Price	Discount	Unit Price	Ext Price
<b>A1 - RC3 and CAC Internet Upgrade Project/ASR 9K MPA</b>						
<b>Comments:</b>						
1	CISCO ASR 9000 4-port 10GE Modular Port Adapter (spare) A9K-MPA-4X10GE=	2	\$ 35,000.00	52.00%	\$ 16,800.00	\$ 33,600.00
	CISCO ASR 9000 4-port 10GE Modular Port Adapter (spare) Estimated Lead Time: Not Available					
<b>SECTION SUB TOTAL [A1 - RC3 AND CAC INTERNET UPGRADE PROJECT/ASR 9K M]:</b>						<b>\$ 33,600.00</b>
<b>SECTION GRAND TOTAL [A1 - RC3 AND CAC INTERNET UPGRADE PROJECT/ASR 9K M]:</b>						<b>\$ 33,600.00</b>
# Mfr Part #	Description	Qty	List Price	Discount	Unit Price	Ext Price
1	NPR-Future Funds - TECH-NI	1	\$ 0.00		\$ 0.00	\$ 0.00
2	PROMO	1	\$ 0.00		(\$ 26,498.29)	(\$ 26,498.29)
	DDPS-NE-PS-US	1	\$ 31,710.00	2.17%	\$ 31,020.65	\$ 31,020.65
	Dimension Data Professional Services include: - Project Management - Detailed Discovery and Design - Install - Rack, stack, and cabling of the new equipment (Internet edge Equipment) - Configuration - Knowledge Transfer - Cutover and "Day 1" Support - As-built Documentation *This excludes DWDM which will be installed and configured by RCIT.*  Cabling to be provided by RCIT.					
	DDPS-PG-PS-US	1	\$ 6,384.00	2.17%	\$ 6,245.22	\$ 6,245.22
	Dimension Data Professional Services include: - Project Management - Detailed Discovery and Design - Install - Rack, stack, and cabling of the new equipment (Internet edge Equipment) - Configuration - Knowledge Transfer - Cutover and "Day 1" Support - As-built Documentation *This excludes DWDM which will be installed and configured by RCIT.*  Cabling to be provided by RCIT.					
<b>SECTION SUB TOTAL [NON-SECTION]:</b>						<b>\$ 10,767.58</b>
<b>SECTION GRAND TOTAL [NON-SECTION]:</b>						<b>\$ 10,767.58</b>

<b>QUOTE SUB TOTAL:</b>	<b>\$ 444,493.50</b>
<b>ESTIMATED LOGISTICS CHARGE:</b>	<b>\$ 0.00</b>
<b>ESTIMATED TAXES:</b>	<b>\$ 32,234.88</b>
<b>QUOTE GRAND TOTAL:</b>	<b>\$ 476,728.38</b>

PRODUCT SUMMARY	EXT PRICE
Product	\$ 402,936.00
OEM Maintenance	\$ 30,789.92
Pre-Payment	(\$ 26,498.29)
Logistics Charge	\$ 0.00
Professional Service	\$ 37,265.87
<b>Total</b>	<b>\$ 444,493.50</b>

Interested in Leasing? A 36--month lease for All Items on this quote is \$ 14,290.51 month.

Hardware: \$ 12,097.75 per month

Software and Services: \$ 2,192.76 per month

These estimates exclude shipping and taxes. All leases are subject to credit approval, equipment verification and soft cost verification and applicable lease agreement.

**Customer's Logistics Comments :**

**Dimension Data Supply Chain Services Limited (DDCC) logistic fee does not cover: VAT, Duties, Pre & Post shipment inspections, registering companies for importation, import licences (for importation and encryption), Importation Permissions etc. We advise where possible but they are still costs for the importer of record to cover.**

By signing below you agree to Dimension Data's "Standard Terms & Conditions" provided above.

Please refer to the Terms and Conditions for any additional instructions and/or contact your account manager should you have any questions.

Quote Number 1938541.1

Your Purchase Order Number \_\_\_\_\_

Signature \_\_\_\_\_

Print Name \_\_\_\_\_ Title \_\_\_\_\_

Place And Date \_\_\_\_\_

DUPLICATE  
ORIGINAL

EXHIBIT B  
INCUMBENCY CERTIFICATE

I do hereby certify that I am the duly elected or appointed and acting Board Clerk of **COUNTY OF RIVERSIDE, CA**, a body corporate and politic duly organized under the laws of the State of **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 Master Equipment Lease/Purchase Agreement No. **3162133** dated as of **October 8, 2015** (the "Agreement") between **COUNTY OF RIVERSIDE, CA** and **BANC OF AMERICA PUBLIC CAPITAL CORP** and is duly authorized to execute Certificates of Acceptance, Requisition Request and other documents relating to the Agreement and any subsequent Lease Schedules thereto

NAME  
JOHN J. BENOIT

TITLE  
CHAIRMAN, BOARD OF  
SUPERVISORS

SIGNATURE



IN WITNESS WHEREOF, I have duly executed this Certificate and affixed the seal of **COUNTY OF RIVERSIDE, CA** hereto this 15th day of November 2016.

[SEAL]



SECRETARY CLERK

(other than the person signing the documents)

Exhibit A-1  
(To Lease Schedule No. **500-3173332-000**  
FINAL CERTIFICATE OF ACCEPTANCE

The undersigned, as Lessee under that certain Master Equipment Lease/Purchase Agreement No. **3162133** dated as of **October 8, 2015** (the "Agreement") which is incorporated by reference into that certain Lease Schedule No. **500-3173332-000** dated as of **November 8, 2016** (the "Lease"), each with **BANC OF AMERICA PUBLIC CAPITAL CORP**, as lessor ("Lessor"), hereby certifies:

1. The items of the Equipment identified in the Lease (the "Equipment") have been delivered and installed at the location(s) set forth therein.
2. A present need exists for the Equipment which need is not temporary or expected to diminish in the near future. The Equipment is 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.
3. The estimated useful life of the Equipment based upon the manufacturer's representations and Lessee's projected needs is not less than the term of lease with respect to the Equipment.
4. Lessee has conducted such inspection and/or testing of the Equipment as it deems necessary and appropriate and hereby acknowledges that it accepts the Equipment for all purposes as of the date of this Certificate.
5. The Equipment is covered by insurance in the types and amounts required by the Lease.
6. No event of default, as such term is defined in the Lease, and no event which with the giving of notice or lapse of time, or both, would become an event of default, has occurred and is continuing on the date hereof.
7. Sufficient funds have been appropriated by Lessee for the payment of all rental payments due under the Lease during Lessee's current fiscal year.
8. Based on the foregoing, Lessor is hereby authorized and directed to fund the acquisition of the Equipment set forth in the Lease by paying, or causing to be paid, the manufacturer(s)/vendor(s) the amounts set forth on the attached invoices.
9. The following documents are attached hereto and made a part hereof:
  - (a) Equipment List; and
  - (b) Original Invoice(s).

If Lessee paid an invoice prior to the commencement date of the Lease and is requesting reimbursement for such payment, also attach a copy of evidence of such payment together with a copy of Lessee's Declaration of Official Intent and other evidence that Lessee has satisfied the requirements for reimbursement set forth in Treas. Reg. 1.150-2.

**COUNTY OF RIVERSIDE, CA**  
as Lessee

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_



EXHIBIT A-2  
(To Lease Schedule No. **500-3173332-000**)

[ATTACH I.R.S. FORM 8038-G OR 8038-GC, AS APPROPRIATE]

# Information Return for Tax-Exempt Governmental Obligations

► Under Internal Revenue Code section 149(e)

► See separate instructions.

OMB No. 1545-0720

Caution: If the issue price is under \$100,000, use Form 8038-GC.

## Part I Reporting Authority

If Amended Return, check here ☐

1 Issuer's name <b>COUNTY OF RIVERSIDE, CA</b>		2 Issuer's employer identification number (EIN) <b>95-6000930</b>
3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions)		3b Telephone number of other person shown on 3a
4 Number and street (or P.O. box if mail is not delivered to street address) <b>3450 14TH STREET</b>	Room/suite	5 Report number (For IRS Use Only) <b>3</b>
6 City, town, or post office, state, and ZIP code <b>RIVERSIDE, CA 92501</b>		7 Date of issue <b>11/08/16</b>
8 Name of issue <b>MASTER LEASE SCHEDULE NO. 500-3173332-000</b>		9 CUSIP number <b>None</b>
10a Name and title of officer or other employee of the issuer whom the IRS may call for more information (see instructions) <b>Art Gomez - Deputy Director of Administration</b>		10b Telephone number of officer or other employee shown on 10a <b>951-955-3643</b>

## Part II Type of Issue (enter the issue price). See the instructions and attach schedule.

11 Education	11		
12 Health and hospital	12		
13 Transportation	13		
14 Public safety	14		
15 Environment (including sewage bonds)	15		
16 Housing	16		
17 Utilities	17		
18 Other. Describe ► <b>Cisco Internet Upgrade Equipment</b>	18	<b>456,656</b>	<b>70</b>
19 If obligations are TANs or RANs, check only box 19a			
If obligations are BANs, check only box 19b			
20 If obligations are in the form of a lease or installment sale, check box			

## Part III Description of Obligations. Complete for the entire issue for which this form is being filed.

	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21	10/20/2020	\$ 456,656.70	\$ NA	5 years	2.743 %

## Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)

22 Proceeds used for accrued interest	22		
23 Issue price of entire issue (enter amount from line 21, column (b))	23	<b>456,656</b>	<b>70</b>
24 Proceeds used for bond issuance costs (including underwriters' discount)	24		
25 Proceeds used for credit enhancement	25		
26 Proceeds allocated to reasonably required reserve or replacement fund	26		
27 Proceeds used to currently refund prior issues	27		
28 Proceeds used to advance refund prior issues	28		
29 Total (add lines 24 through 28)	29		
30 Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)	30	<b>456,656</b>	<b>70</b>

## Part V Description of Refunded Bonds. Complete this part only for refunding bonds.

31 Enter the remaining weighted average maturity of the bonds to be currently refunded	►	years
32 Enter the remaining weighted average maturity of the bonds to be advance refunded	►	years
33 Enter the last date on which the refunded bonds will be called (MM/DD/YYYY)	►	
34 Enter the date(s) the refunded bonds were issued (MM/DD/YYYY)	►	

For Paperwork Reduction Act Notice, see separate instructions.

Cat. No. 63773S

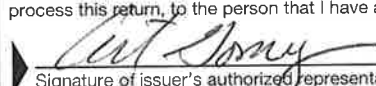
Form **8038-G** (Rev. 9-2011)

**Part VI Miscellaneous**

- 35** Enter the amount of the state volume cap allocated to the issue under section 141(b)(5) . . . . . **35**
- 36a** Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC) (see instructions) . . . . . **36a**
- b** Enter the final maturity date of the GIC ▶ \_\_\_\_\_
- c** Enter the name of the GIC provider ▶ \_\_\_\_\_
- 37** Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units . . . . . **37**
- 38a** If this issue is a loan made from the proceeds of another tax-exempt issue, check box ☐ and enter the following information:
- b** Enter the date of the master pool obligation ▶ \_\_\_\_\_
- c** Enter the EIN of the issuer of the master pool obligation ▶ \_\_\_\_\_
- d** Enter the name of the issuer of the master pool obligation ▶ \_\_\_\_\_
- 39** If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box . . . . . ☐
- 40** If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box . . . . . ☐
- 41a** If the issuer has identified a hedge, check here ☐ and enter the following information:
- b** Name of hedge provider ▶ \_\_\_\_\_
- c** Type of hedge ▶ \_\_\_\_\_
- d** Term of hedge ▶ \_\_\_\_\_
- 42** If the issuer has superintegrated the hedge, check box . . . . . ☐
- 43** If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box . . . . . ☐
- 44** If the issuer has established written procedures to monitor the requirements of section 148, check box . . . . . ☐
- 45a** If some portion of the proceeds was used to reimburse expenditures, check here ☐ and enter the amount of reimbursement . . . . . ▶ \_\_\_\_\_
- b** Enter the date the official intent was adopted ▶ \_\_\_\_\_

**Signature and Consent**

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.

  
Signature of issuer's authorized representative

11/10/16  
Date

**Art Gomez - Deputy Director of Admin**

Type or print name and title

**Paid Preparer Use Only**

Print/Type preparer's name

Preparer's signature

Date

Check ☐ if self-employed

PTIN

Firm's name ▶

Firm's EIN ▶

Firm's address ▶

Phone no. ▶



EXHIBIT A-3  
(To Lease Schedule No. **500-3173332-000**)

[ATTACH COPY OF INCUMBENCY CERTIFICATE, THE ORIGINAL OF WHICH IS ATTACHED TO THE MASTER EQUIPMENT LEASE/PURCHASE AGREEMENT NO. **3162133** AS EXHIBIT B.]



EXHIBIT A-4  
(To Lease Schedule No. **500-3173332-000**)

[ATTACH COPY OF OPINION OF LESSEE'S COUNSEL, THE ORIGINAL OF WHICH IS ATTACHED TO THE MASTER EQUIPMENT LEASE/PURCHASE AGREEMENT NO. **3162133** AS EXHIBIT C.]

**Intentionally Deleted**

EXHIBIT A-5  
(To Lease Schedule No. 500-3173332-000)

TO BE TYPED ON LESSEE'S LETTERHEAD

DUPLICATE  
ORIGINAL

BANC OF AMERICA PUBLIC CAPITAL CORP  
135 S. LaSalle Street  
Mail Stop IL4-135-10-12  
Chicago, Illinois 60603

Re: Master Equipment Lease/Purchase Agreement No. **3162133** dated as of **October 8, 2015** and Lease Schedule No. **500-3173332-000** dated as of **November 8, 2016**, each between **BANC OF AMERICA PUBLIC CAPITAL CORP**, as lessor, and **COUNTY OF RIVERSIDE, CA**, as lessee - Essential Use of Equipment.

Gentlemen:

This letter is to confirm and affirm that the personal property (the "Equipment") subject to the above-referenced Lease Schedule No. **500-3173332-000** is essential to the governmental functions of **COUNTY OF RIVERSIDE, CA**, as lessee ("Lessee").

The Equipment 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

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

Printed Name: JOHN J. BENOIT

Title: CHAIRMAN, BOARD OF

SUPERVISORS

ATTEST:

KECIA HARPER-IHEM, Clerk

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

DEPUTY

EXHIBIT A-6

(To Lease Schedule No. 500-3173332-000)

November 1, 2016

Insurance Agent: JEFFERY L. HUNTER RISK MANAGER  
Insurance Agency: COUNTY OF RIVERSIDE AND CSAC EXCESS INSURANCE AUTHORITY  
Address: P.O. BOX 1210, RIVERSIDE, CA 92502-1210  
Telephone Number: (951) 955-5895 e-mail: JLHUNTER@RC-HR.com  
Facsimile Number: \_\_\_\_\_

RE: Insurance Requirements under the Master Equipment Lease/Purchase  
Agreement No. **3162133** dated as of **October 8, 2015** and Lease Schedule No. **500-3173332-000**  
dated as of **November 8, 2016**, each by and between **BANC OF AMERICA PUBLIC CAPITAL**  
**CORP**, as Lessor, and **COUNTY OF RIVERSIDE, CA**, as Lessee

Gentlemen:

In connection with the above-referenced Lease Schedule No. **500-3173332-000**, **COUNTY OF RIVERSIDE, CA**, as lessee (the "Lessee"), is required to provide evidence of insurance for the coverages and endorsements set forth below, such evidence of insurance should reflect the interest of its assignee.

- A. Liability Insurance. Lessee is required to maintain public liability insurance, personal injury and property damage with policy limits of \$1,000,000.00. The policy should be endorsed to name **BANC OF AMERICA PUBLIC CAPITAL CORP** and/or its Assigns ("**BAPCC**") as an additional insured.
- B. Casualty Insurance. Lessee is required to maintain all risk extended coverage, malicious mischief and vandalism insurance for the Equipment described in Lease Schedule No. **500-3173332-000** attached hereto and in the amount not less than **\$481,697.24**. Such insurance shall be endorsed to name **BAPCC** as a co-loss payee with respect to such Equipment.
- C. Rental Abatement Insurance. Lessee is required to maintain rental abatement insurance for the Equipment described on the Description of Equipment attached hereto in the amount not less than **\$207,743.28**.

The required insurance should also be endorsed to give **BAPCC** 30 days prior written notice of the effective date of any material alteration or cancellation of coverage, and an endorsement confirming that the interest of **BAPCC** shall not be invalidated by any actions, inactions, breach of warranty or conditions or negligence of Lessee.

Lessee appreciates your prompt attention to this matter.

Very truly yours,

**COUNTY OF RIVERSIDE, CA**

By: \_\_\_\_\_  
Name: JOHN J. BENOIT  
Title: CHAIRMAN, BOARD OF SUPERVISORS

EXHIBIT A-7  
(To Lease Schedule No. **500-3173332-000**)  
[TO BE TYPED ON LESSEE'S LETTERHEAD]

November 8, 2016

**BANC OF AMERICA PUBLIC CAPITAL CORP**

135 S. LaSalle Street  
Mail Stop IL4-135-10-12  
Chicago, Illinois 60603

RE: Master Equipment Lease/Purchase Agreement No. **3162133** dated as of **October 8, 2015** and Lease Schedule No. **500-3173332-000** dated as of **November 8, 2016**, each by and between **BANC OF AMERICA PUBLIC CAPITAL CORP**, as lessor, and **COUNTY OF RIVERSIDE, CA**, as lessee -  
Self-Insurance

Gentlemen:

Under the above-referenced Lease Schedule No. **500-3173332-000**, **COUNTY OF RIVERSIDE, CA**, as lessee ("Lessee"), is required to maintain certain insurance policies with respect to the Equipment subject thereto, provided that insurance policies are not required if Lessee has an adequate self-insurance program. This letter is for the purpose of describing Lessee's self-insurance program.

[Describe self-insurance program for property damage - whether a self-insurance fund or contingency fund is maintained; and whether there is an excess policy in which case an insurance authorization letter must be attached.]

[Describe self-insurance program for public liability risks - whether a self-insurance fund or contingency account is maintained; whether the Lessee's public liability exposure is capped pursuant to a Tort Claims Act; and whether the Lessee maintains an excess liability policy, in which case an insurance authorization letter must be attached.]

Please do not hesitate to contact me if you have any questions concerning this letter.

Very truly yours,

**COUNTY OF RIVERSIDE, CA**

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

Name: JOHN J. BENOIT

Title: CHAIRMAN, BOARD OF SUPERVISORS



COUNTY OF  
**Riverside**  
HUMAN RESOURCES

Risk Management Division

Post Office Box 1210, Riverside, CA 92502-1210  
(951) 955-3540 Fax (951) 955-5862

MICHAEL STOCK,  
Asst. County Executive Officer/  
Human Resources Director

**CERTIFICATE OF INSURANCE OR SELF-INSURANCE**

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND, OR ALTER THE COVERAGE AFFORDED BELOW.

**COVERAGES**

THIS IS TO CERTIFY THAT THE SELF INSURED COVERAGE LISTED BELOW IS CURRENTLY IN EFFECT FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE COVERAGE AFFORDED BY THIS CERTIFICATE DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS, AND CONDITIONS OF SUCH CERTIFICATE. *COVERAGE PROVIDED IS SUBJECT TO THE TERMS AND CONDITIONS OF THE EXCESS POLICY.*

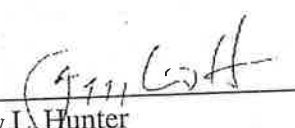
Type of Coverage	Company and Policy Number	Policy Period	Limits of Liability Bodily Injury/Property Damage
<input checked="" type="checkbox"/> Commercial General Liability Including Vehicle Liability	Self-Insured	07/01/2016 to 07/01/2017	\$1,000,000 Combined Single Limit Per Occurrence with No Aggregate Limit
<input type="checkbox"/> Workers' Compensation & Employers' Liability	Permissibly Self-Insured	7/1/2016 to 7/1/2017	\$2,000,000 Per Occurrence with No Aggregate Limit
<input type="checkbox"/> Medical Malpractice (Professional Liability)	Self-Insured	10/1/2016 to 10/1/2017	\$1.1MM Per Occurrence with No Aggregate Limit

The County of Riverside certifies that the above self-insured program is in effect as respect to: Lease for Cisco Internet upgrade equipment.


Certificate Holder	Cancellation
Banc of America Public Capital Corp Attn: Perry Danos 135 S. LaSalle Street, Mail Stop IL4-135-10-1 Chicago, IL 60603	In the event of cancellation of the self-insurance program or policy designated below, it is the intent of the County of Riverside to mail 30 days' prior notice thereof.

This certificate is not valid unless signed by an authorized representative of the County of Riverside, Risk Management Division.

Date: November 17, 2016

  
Jeffrey L. Hunter

cc: Debbie Zellner, Fiscal Manager @ RCIT

CERTIFICATE NUMBER <b>PROP-2427</b>		<b>EVIDENCE OF PROPERTY COVERAGE</b>		ISSUE DATE (MM/DD/YYYY) <b>11/17/2016</b>	
THIS EVIDENCE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE ADDITIONAL INTEREST. THIS EVIDENCE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BELOW. THIS EVIDENCE OF COVERAGE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND ADDITIONAL INTEREST.					
<b>CSAC Excess Insurance Authority (CSAC EIA)</b> C/O ALLIANT INSURANCE SERVICES, INC. PO BOX 6450 NEWPORT BEACH, CA 92658-6450 PHONE (949) 756-0271 / FAX (619) 699-0901 LICENSE #0C36861			COVERAGE AFFORDED <b>A - CSAC Excess Insurance Authority</b>		
			COVERAGE AFFORDED <b>B -</b>		
<b>MEMBER</b> RIVERSIDE COUNTY ATTN: RISK MANAGEMENT P.O. BOX 1210 RIVERSIDE, CA 92502-1210			TOWER NUMBER <b>1</b>		MEMORANDUM NUMBER <b>EIAPPR16-19</b>
			EFFECTIVE DATE (MM/DD/YYYY) <b>03/31/2016</b>	EXPIRATION DATE (MM/DD/YYYY) <b>03/31/2017</b>	CONT. UNTIL TERMINATED IF CHECKED <input type="checkbox"/>
			THIS REPLACES PRIOR EVIDENCE:		
<b>PROPERTY INFORMATION</b>					
LOCATION / DESCRIPTION AS RESPECTS LEASE SCHEDULE 500-3173332-000 TO MASTER LEASE/PURCHASE AGREEMENT NO. 3162133 BETWEEN RIVERSIDE COUNTY AND BANC OF AMERICA PUBLIC CAPITAL CORP FOR CISCO PRODUCTS AND SUPPORT AT VARIOUS COUNTY LOCATIONS. INCLUDES RENTAL INTERRUPTION COVERAGE FOR \$207,743.  BANC OF AMERICA PUBLIC CAPITAL CORP AND/OR ITS ASSIGNS ARE NAMED AS LOSS PAYEE AS THEIR INTEREST MAY APPEAR.					
THIS IS TO CERTIFY THAT THE MEMORANDUMS OF COVERAGE LISTED ABOVE HAVE BEEN ISSUED TO THE MEMBER NAMED ABOVE FOR THE PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS EVIDENCE MAY BE ISSUED OR MAY PERTAIN. THE COVERAGE AFFORDED BY THE MEMORANDUMS DESCRIBED HEREIN IS SUBJECT TO ALL TERMS, EXCLUSIONS, AND CONDITIONS OF SUCH MEMORANDUMS. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.					
<b>COVERAGE INFORMATION</b>					
COVERAGE / PERILS / FORMS			AMOUNT OF INSURANCE		
ALL RISK OF DIRECT PHYSICAL LOSS OR DAMAGE, INCLUDING FLOOD.			\$25,000,000 PER OCC FOR ALL RISK AND ANN AGG FOR FLOOD		
EARTHQUAKE IS EXCLUDED. EARTHQUAKE LIMIT IS NOT APPLICABLE.			\$25,000,000 PER OCC/ANN AGG FOR EARTHQUAKE		
REPAIR OR REPLACEMENT COST VALUATION SUBJECT TO MEMORANDUM OF COVERAGE PROVISIONS					
VEHICLE/BUSES ARE SUBJECT TO ACTUAL CASH VALUE OR REPLACEMENT COST PER SCHEDULE ON FILE WITH THE AUTHORITY					
ALL LIMITS ARE SHARED.					
<b>REMARKS (INCLUDING SPECIAL CONDITIONS)</b>					
<b>DEDUCTIBLES:</b> ALL RISK OF DIRECT PHYSICAL LOSS OR DAMAGE (EXCLUDING FLOOD AND EARTHQUAKE): \$50,000 PER OCCURRENCE AS PER SCHEDULE ON FILE WITH THE AUTHORITY FLOOD: \$50,000 EXCEPT FOR CRITICAL FLOOD (LOCATIONS IN FEMA FLOOD ZONE A OR V) DEDUCTIBLE IS \$100,000  VEHICLES AND MOBILE EQUIPMENT: IF COVERAGE IS SCHEDULED AND PURCHASED, DEDUCTIBLE APPLIES PER SCHEDULE ON FILE WITH THE AUTHORITY.					
<b>CANCELLATION</b>					
SHOULD ANY OF THE ABOVE DESCRIBED MEMORANDUM(S) OF COVERAGE BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE MEMORANDUM(S) OF COVERAGE PROVISIONS.					
<b>ADDITIONAL INTEREST</b>					
NAME AND ADDRESS  BANC OF AMERICA PUBLIC CAPITAL CORP 135 SOUTH LASALLE ST MAIL CODE: IL4-135-10-12 CHICAGO, IL 60603			NATURE OF INTEREST <input type="checkbox"/> MORTGAGEE <input checked="" type="checkbox"/> LOSS PAYEE <input type="checkbox"/> (OTHER)		
			AUTHORIZED REPRESENTATIVE  CSAC EXCESS INSURANCE AUTHORITY		

## LENDER'S LOSS PAYABLE ENDORSEMENT

1. Loss or damage, if any, under this policy, shall be paid to the Payee named on the first page of this policy, its successors and assigns, hereinafter referred to as "the Lender", in whatever form or capacity its interests may appear and whether said interest be vested in said Lender in its individual or in its disclosed or undisclosed fiduciary or representative capacity, or otherwise, or vested in a nominee or trustee of said Lender.
2. The insurance under this policy, or any rider or endorsement attached thereto, as to the interest only of the Lender, its successors and assigns, shall not be invalidated nor suspended: (a) by any error, omission, or change respecting the ownership, description, possession, or location of the subject of the insurance or the interest therein, or the title thereto; (b) by the commencement of foreclosure proceedings or the giving of notice of sale of any of the property covered by this policy by virtue of any mortgage or trust deed; (c) by any breach of warranty, act, omission, neglect, or non-compliance with any of the provisions of this policy, including any and all riders now or hereafter attached thereto, by the named insured, the borrower, mortgagor, trustor, vendee, owner, tenant, warehouseman, custodian, occupant, or by the agents of either or any of them or by the happening of any event permitted by them or either of them, or their agents, or which they failed to prevent, whether occurring before or after the attachment of this endorsement, or whether before or after a loss, which under the provisions of this policy of insurance or of any rider or endorsement attached thereto would invalidate or suspend the insurance as to the named insured, excluding herefrom, however, any acts or omissions of the Lender while exercising active control and management of the property.
3. In the event of failure of the insured to pay any premium or additional premium which shall be or become due under the terms of this policy or on account of any change in occupancy or increase in hazard not permitted by this policy, this Company agrees to give written notice to the Lender of such non-payment of premium after sixty (60) days from and within one hundred and twenty (120) days after due date of such premium and it is a condition of the continuance of the rights of the Lender hereunder that the Lender when so notified in writing by this Company of failure of the insured to pay such premium shall pay or cause to be paid the premium due within ten (10) days following receipt of the Company's demand in writing therefore. If the Lender shall decline to pay said premium or additional premium, the rights of the Lender under this Lender's Loss Payable Endorsement shall not be terminated before ten (10) days after receipt of said written notice by the Lender.
4. Whenever this Company shall pay to the Lender any sum for loss or damage under this policy and shall claim that as to the insured no liability therefore exists, this Company, at its option, may pay to the Lender the whole principal sum and interest and other indebtedness due or to become due from the insured, whether secured or unsecured, (with refund of all interest not accrued), and this Company, to the extent of such payment, shall thereupon receive a full assignment and transfer, without recourse, of the debt and all rights and securities held as collateral thereto.
5. If there be any other insurance upon the within described property, this Company shall be liable under this policy as to the Lender for the proportion of such loss or damage that the sum hereby insured bears to the entire insurance of similar character on said property under policies held by, payable to and expressly consented to by the Lender. Any Contribution Clause included in any Fallen Building Clause Waiver or any Extended Coverage Endorsement attached to this contract of insurance is hereby nullified, and also any Contribution Clause in any other endorsement or rider attached to this contract of insurance is hereby nullified except Contribution Clauses for the compliance with which the insured has received reduction in the rate charged or has received extension of the coverage to include hazards other than fire and compliance with such Contribution Clause is made a part of the consideration for insuring such other hazards. The Lender upon the payment to it of the full amount of its claim, will subrogate this Company (pro rata with all other insurers contribution to said payment) to all of the Lender's rights of contribution under said other insurance.
6. This Company reserves the right to cancel this policy at any time, as provided by its terms, but in such case this policy shall continue in force for the benefit of the Lender for then (10) days after written notice of such cancellation is received by the Lender and shall then cease.
7. This policy shall remain in full force and effect as to the interest of the Lender for a period of ten (10) days after its expiration unless an acceptable policy in renewal thereof with loss thereunder payable to the Lender in accordance with the terms of this Lender's Loss Payable Endorsement, shall have been issued by some insurance company and accepted by the Lender.
8. Should legal title to and beneficial ownership of any of the property covered under this policy become vested in the Lender or its agents, insurance under this policy shall continue for the term thereof for the benefit of the Lender but, in such event, any privileges granted by this Lender's Loss Payable Endorsement which are not also granted the insured under the terms and conditions of this policy and/or under other riders or endorsements attached thereto shall not apply to the insurance hereunder as respects such property.
9. All notices herein provided to be given by the Company to the Lender in connection with this policy and this Lender's Loss Payable Endorsement shall be mailed to or delivered to the Lender at its office or branch described on the first page of the policy.

Approved:  
Board of Fire Underwriters of the Pacific,  
California Bankers' Association  
Committee on Insurance

EXHIBIT A-8  
(To Lease Schedule No. **500-3173332-000**) – (IF APPLICABLE)

BANK-QUALIFIED DESIGNATION

Intentionally Deleted



EXHIBIT A-9  
(To Lease Schedule No. **500-3173332-000**)

[ATTACH COPY OF AUTHORIZING RESOLUTION, THE ORIGINAL OF WHICH IS ATTACHED TO  
THE MASTER EQUIPMENT LEASE/PURCHASE AGREEMENT NO. **3162133** AS EXHIBIT D.]

EXHIBIT A-10  
(To Lease Schedule No. **500-3173332-000**)  
[Attach Form Ucc-1 with Attachment]

**ESCROW AGREEMENT**

This Escrow Agreement (this "Agreement"), dated as of **November 8, 2016**, by and among **BANC OF AMERICA PUBLIC CAPITAL CORP.**, (together with its successors and assigns, hereinafter referred to as "Lessor"), **COUNTY OF RIVERSIDE, CA**, a political subdivision of the State of **CALIFORNIA** (hereinafter referred to as "Lessee") and Bank of America, National Association, a national banking association organized under the laws of the United States of America "Escrow Agent").

Reference is made to Lease Schedule No. **500-3173332-000** dated **November 8, 2016** to that certain Master Equipment Lease/Purchase Agreement No. **3162133** dated as of **October 8, 2015** between Lessor and Lessee (hereinafter referred to as the "LEASE"), covering the acquisition and financing of certain Equipment described therein (the "Equipment"). It is a requirement of the LEASE that purchase price of the Equipment not to exceed **(\$481,697.24)** be deposited into a segregated escrow account under terms satisfactory to Lessor, for the purpose of fully funding the LEASE, and providing a mechanism for the application of such amounts to the purchase of and payment for the Equipment.

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Creation of Escrow Account.

(a) There is hereby created an escrow fund to be known as the "**COUNTY OF RIVERSIDE, CA** "Escrow Account" (the "Escrow Account") to be held by the Escrow Agent for the purposes stated herein, for the benefit of Lessor and Lessee, to be held, disbursed and returned in accordance with the terms hereof. The Escrow Account shall commence upon execution of this Agreement, after which Lessor shall deposit **\$481,697.24** into the Escrow Account and terminates as provided for in Section 1 (d) hereof (the "Acquisition Period").

(b) Lessee may, from time to time, provide written instructions for Escrow Agent to use any available cash in the Escrow Account to purchase any money market fund or liquid deposit investment vehicle that Escrow Agent from time to time makes available to the parties hereto. Such written instructions shall be provided via delivery to Escrow Agent of a signed and completed Escrow Account Investment Selection Form (such form available from Escrow Agent upon request). All funds invested by Escrow Agent at the direction of Lessee in such short-term investments shall be deemed to be part of the Escrow Account and subject to all the terms and conditions of this Agreement. If any cash is received for the Escrow Account after the cut-off time for the designated short-term investment vehicle, the Escrow Agent shall hold such cash uninvested until the next Business Day. In the absence of written instructions designating a short-term investment for cash, cash in the Escrow Account shall remain uninvested. Escrow Agent shall have no obligation to pay interest on cash in respect of any period during which it remains uninvested. Lessee shall be solely responsible for ascertaining that all proposed investments and reinvestments are Qualified Investments and that they comply with federal, state and local laws, regulations and ordinances governing investment of such funds and for providing appropriate notice to the Escrow Agent for the reinvestment of any maturing investment. Accordingly, neither the Escrow Agent nor Lessor shall be responsible for any liability, cost, expense, loss or claim of any kind, directly or indirectly arising out of or related to the investment or reinvestment of all or any portion of the moneys on deposit in the Escrow Account, and Lessee agrees to and does hereby release the Escrow Agent and Lessor from any such liability, cost, expenses, loss or claim. Interest on the Escrow Account shall become part of the Escrow Account, and gains and losses on the investment of the moneys on deposit in the Escrow Account shall be borne by the Escrow Account. The Escrow Agent shall have no discretion whatsoever with respect to the management, disposition or investment of the Escrow Account and is not a trustee or a fiduciary to Lessee. The Escrow Agent shall not be responsible for any market decline in the value of the Escrow Account and has no obligation to notify Lessor and Lessee of any such decline or take any action with respect to the Escrow Account, except upon specific written instructions stated herein. For purposes of this agreement, "Qualified Investments" means any investments which meet the requirements of the State of Illinois.

(c) Unless the Escrow Account is earlier terminated in accordance with the provisions of paragraph (d) below, amounts in the Escrow Account shall be disbursed by the Escrow Agent in payment of amounts described in Section 2 hereof upon receipt of written instruction(s) from Lessor, as is more fully described in Section 2 hereof. If the amounts in the Escrow Account are insufficient to pay such amounts, Lessee shall deposit into the Escrow Account any funds needed to complete the acquisition of the Equipment. Any moneys remaining in the Escrow Account on or after the earlier of (i) the expiration of the Acquisition Period and (ii) the date on which Lessee executes an Acceptance Certificate shall be applied as provided in Section 4 hereof.

(d) The Escrow Account shall be terminated at the earliest of (i) the final distribution of amounts in the Escrow Account or (ii) written notice given by Lessor of the occurrence of a default or termination of the LEASE due to non-appropriation.

(e) The Escrow Agent may act in reliance upon any writing or instrument or signature which it, in good faith, believes to be genuine and may assume the validity and accuracy of any statement or assertion contained in such a writing or instrument. The Escrow Agent shall not be liable in any manner for the sufficiency or correctness as to form, manner of execution, or validity of any instrument nor as to the identity, authority, or right of any person executing the same; and its duties hereunder shall be limited to the receipt of such moneys, instruments or other documents received by it as the Escrow Agent, and for the disposition of the same in accordance herewith. Notwithstanding and without limiting the generality of the foregoing, concurrent with the execution of this Agreement, Lessee and Lessor, respectively, shall deliver to the Escrow Agent an authorized signers form in the form of Exhibit A-1 (Lessee) and Exhibit A-2 (Lessor) attached hereto. Notwithstanding the foregoing sentence, the Escrow Agent is authorized to comply with and rely upon any notices, instructions or other communications believed by it to have been sent or given by the parties or by a person or persons authorized by the parties. The Escrow Agent specifically allows for receiving direction by written or electronic transmission from an authorized representative with the following caveat, Lessee and Lessor agree to indemnify and hold harmless the Escrow Agent against any and all claims, losses, damages, liabilities, judgments, costs and expenses (including reasonable attorneys' fees) (collectively, "Losses") incurred or sustained by the Escrow Agent as a result of or in connection with the Escrow Agent's reliance upon and compliance with instructions or directions given by written or electronic transmission given by each, respectively, provided, however, that such Losses have not arisen from the gross negligence or willful misconduct of the Escrow Agent, it being understood that forbearance on the part of the Escrow Agent to verify or confirm that the person giving the instructions or directions, is, in fact, an authorized person shall not be deemed to constitute gross negligence or willful misconduct.

In the event conflicting instructions as to the disposition of all or any portion of the Escrow Account are at any time given by Lessor and Lessee, the Escrow Agent shall abide by the instructions or entitlement orders given by Lessor without consent of the Lessee.

(f) Unless the Escrow Agent is guilty of gross negligence or willful misconduct with regard to its duties hereunder, Lessee agrees to and does hereby release and indemnify the Escrow Agent and hold it harmless from any and all claims, liabilities, losses, actions, suits or proceedings at law or in equity, or any other expense, fees or charges of any character or nature, which it may incur or with which it may be threatened by reason of its acting as Escrow Agent under this agreement; and in connection therewith, does to the extent permitted by law indemnify the Escrow Agent against any and all expenses; including reasonable attorneys' fees and the cost of defending any action, suit or proceeding or resisting any claim.

(g) If Lessee and Lessor shall be in disagreement about the interpretation of the LEASE, or about the rights and obligations, or the propriety of any action contemplated by the Escrow Agent hereunder, the Escrow Agent may, but shall not be required to, file an appropriate civil action including an interpleader action to resolve the disagreement. The Escrow Agent shall be reimbursed by Lessee for all costs, including reasonable attorneys' fees, in connection with such civil action, and shall be fully protected in suspending all or part of its activities under the LEASE until a final judgment in such action is received.

(h) The Escrow Agent may consult with counsel of its own choice and shall have full and complete authorization and protection with the opinion of such counsel. The Escrow Agent shall otherwise not be liable for any mistakes of fact or errors of judgment, or for any acts or omissions of any kind unless caused by its willful misconduct.

(i) Lessee shall reimburse the Escrow Agent for all reasonable costs and expenses, including those of the Escrow Agent's attorneys, agents and employees incurred for non-routine administration of the Escrow Account and the performance of the Escrow Agent's powers and duties hereunder in connection with any Event of Default under the LEASE, or in connection with any dispute between Lessor and Lessee concerning the Escrow Account.

(j) The Escrow Agent or any successor may at any time resign by giving mailed notice to Lessee and Lessor of its intention to resign and of the proposed date of resignation ("the Effective Date"), which shall be a date not less than 60 days after such notice is delivered to an express carrier, charges prepaid, unless an earlier resignation date and the appointment of a successor shall have been approved by the Lessee and Lessor. After the Effective Date, the Escrow Agent shall be under no further obligation except to hold the Escrow Account in accordance with the terms of this Agreement, pending receipt of written instructions from Lessor regarding further disposition of the Escrow Account.

(k) The Escrow Agent shall have no responsibilities, obligations or duties other than those expressly set forth in this Agreement and no fiduciary or implied duties responsibilities or obligations shall be read into this Agreement.

2. Acquisition of Property.

(a) Acquisition Contracts. Lessee will arrange for, supervise and provide for, or cause to be supervised and provided for, the acquisition of the Equipment, with moneys available in the Escrow Account. Lessee represents the estimated costs of the Equipment are within the funds estimated to be available therefore, and Lessor makes no warranty or representation with respect thereto. Lessor shall have no liability under any of the acquisition or construction contracts. Lessee shall obtain all necessary permits and approvals, if any, for the acquisition, equipping and installation of the Equipment, and the operation and maintenance thereof. Escrow Agent shall have no duty to monitor or enforce Lessee's compliance with the foregoing covenant.

(b) Authorized Escrow Account Disbursements. It is agreed as between Lessee and Lessor that Disbursements from the Escrow Account shall be made for the purpose of paying (including the reimbursement to Lessee for advances from its own funds to accomplish the purposes hereinafter described) the cost of acquiring the Equipment.

(c) Requisition Procedure. No disbursement from the Escrow Account shall be made unless and until Lessor has approved such requisition. Prior to disbursement from the Escrow Account there shall be filed with the Escrow Agent a requisition for such payment in the form of Disbursement Request attached hereto as Schedule 1, stating each amount to be paid and the name of the person, firm or corporation to whom payment thereof is due and the manner of disbursement (check or wire). The Escrow Agent is authorized to obtain and rely on confirmation of such Disbursement Request and payment instructions by telephone call-back to the person or persons designated for verifying such requests on Exhibit A-2 (such person verifying the request shall be different than the person initiating the request). The Lessor and Lessee hereby confirm that any call-back performed by Escrow Agent to verify a disbursement instruction before release, shall be made to Lessor only and Escrow Agent shall have no obligation to call-back Lessee.

Each such requisition shall be signed by an authorized representative of Lessee (an "Authorized Representative") and by Lessor, and shall be subject to the following conditions, which Escrow Agent shall conclusively presume have been satisfied at such time as a requisition executed by Lessee and Lessor is delivered to it:

1. Delivery to Lessor of an executed Disbursement Request in the form attached hereto as Schedule 1 certifying that: (i) an obligation in the stated amount has been incurred by Lessee, and that the same is a proper charge against the Escrow Account for costs relating to the Equipment identified in the LEASE, and has not been paid (or has been paid by Lessee and Lessee requests reimbursement thereof); (ii) the Authorized Representative has no notice of any vendor's, mechanic's or other liens or rights to liens, chattel mortgages, conditional sales contracts or security interest which should be satisfied or discharged before such payment is made; (iii) such requisition contains no item representing payment on account, or any retained percentages which Lessee is, at the date of such certificate, entitled to retain (except to the extent such amounts represent a reimbursement to Lessee); (iv) the Equipment is insured in accordance with the LEASE; (v) no Event of Default (nor any event which, with notice or laps of time or both, would become an Event of Default) has occurred and is continuing and (vi) the representations, warranties and covenants of Lessee set forth in the LEASE are true and correct as of the date hereof.

2. Delivery to Lessor invoices (and proofs of payment of such invoices, if Lessee seeks reimbursement) and bills of sale (if title to such Equipment has passed to Lessee) therefor as required by Section 4 of the LEASE and any additional documentation reasonably requested by Lessor; and

3. The disbursement shall occur during the Acquisition Period.

3. Deposit to Escrow Account. Upon satisfaction of the conditions specified in the LEASE, Lessor will cause the purchase price of the Equipment to be deposited in the Escrow Account. Lessee agrees to pay any costs with respect to the Equipment in excess of amounts available therefor in the Escrow Account.

4. Excessive Escrow Account. Upon receipt of written instructions from Lessor including a representation that one of the following conditions has been satisfied (upon which representation Escrow Agent shall conclusively rely, any

funds remaining in the Escrow Account on or after the earlier of (a) the expiration of the Acquisition Period and (b) the date on which Lessee executes an Acceptance Certificate, or upon a termination of the Escrow Account as otherwise provided herein, shall be distributed by the Escrow Agent to the Lessor in order for the Lessor to apply such funds to amounts owed by Lessee under the LEASE in accordance with Section 2 of the LEASE.

5. Security Interest. The Escrow Agent and Lessee acknowledge and agree that the Escrow Account and all proceeds thereof are being held by Escrow Agent for disbursement or return as set forth herein. Lessee hereby grants to Lessor a first priority perfected security interest in the Escrow Account, and all proceeds thereof, and all investments made with any amounts in the Escrow Account. If the Escrow Account, or any part thereof, is converted to investments as set forth in this agreement, such investments shall be made in the name of Escrow Agent and the Escrow Agent hereby agrees to hold such investments as bailee for Lessor so that Lessor is deemed to have possession of such investments for the purpose of perfecting its security interest.

6. Control of Acquisition Account. In order to perfect Lessor's security interest by means of control in (i) the Escrow Account established hereunder, (ii) all securities entitlements, investment property and other financial assets now or hereafter credited to the Escrow Account, (iii) all of Lessee's rights in respect of the Escrow Account, such securities entitlements, investment property and other financial assets, and (iv) all products, proceeds and revenues of and from any of the foregoing personal property (collectively, the "Collateral"), Lessor, Lessee and Escrow Agent further agree as follows:

(a) All terms used in this Section 6 which are defined in the Commercial Code of the state of Illinois ("Commercial Code") but are not otherwise defined herein shall have the meanings assigned to such terms in the Commercial Code, as in effect on the date of this Agreement.

(b) Escrow Agent will comply with all entitlement orders originated by Lessor with respect to the Collateral, or any portion of the Collateral, without further consent by Lessee.

(c) Provided that account investments shall be held in the name of the Escrow Agent, Escrow Agent hereby represents and warrants (a) that the records of Escrow Agent show that Lessee is the sole owner of the Collateral, (b) that Escrow Agent has not been served with any notice of levy or received any notice of any security interest in or other claim to the Collateral, or any portion of the Collateral, other than Lessor's claim pursuant to this Agreement, and (c) that Escrow Agent is not presently obligated to accept any entitlement order from any person with respect to the Collateral, except for entitlement orders that Escrow Agent is obligated to accept from Lessor under this Agreement and entitlement orders that Escrow Agent, subject to the provisions of paragraph (e) below, is obligated to accept from Lessee.

(d) Without the prior written consent of Lessor, Escrow Agent will not enter into any agreement by which Escrow Agent agrees to comply with any entitlement order of any person other than Lessor or, subject to the provisions of paragraph (e) below, Lessee, with respect to any portion or all of the Collateral. Escrow Agent shall promptly notify Lessor if any person requests Escrow Agent to enter into any such agreement or otherwise asserts or seeks to assert a lien, encumbrance or adverse claim against any portion or all of the Collateral.

(e) Except as otherwise provided in this paragraph (e) and subject to Section 1(b) hereof, Lessee may effect sales, trades, transfers and exchanges of Collateral within the Escrow Account, but will not, without the prior written consent of Lessor, withdraw any Collateral from the Escrow Account. Escrow Agent acknowledges that Lessor reserves the right, by delivery of written notice to Escrow Agent, to prohibit Lessee from effecting any withdrawals (including withdrawals of ordinary cash dividends and interest income), sales, trades, transfers or exchanges of any Collateral held in the Escrow Account. Further, Escrow Agent hereby agrees to comply with any and all written instructions delivered by Lessor to Escrow Agent (once it has had a reasonable opportunity to comply therewith) and has no obligation to, and will not, investigate the reason for any action taken by Lessor, the amount of any obligations of Lessee to Lessor, the validity of any of Lessor's claims against or agreements with Lessee, the existence of any defaults under such agreements, or any other matter.

(f) Lessee hereby irrevocably authorizes Escrow Agent to comply with all instructions and entitlement orders delivered by Lessor to Escrow Agent.

(g) Escrow Agent will not attempt to assert control, and does not claim and will not accept any security or other interest in, any part of the Collateral, and Escrow Agent will not exercise, enforce or attempt to enforce any right of setoff against the Collateral, or otherwise charge or deduct from the Collateral any amount whatsoever.

(h) Escrow Agent and Lessee hereby agree that any property held in the Escrow Account shall be treated as a financial asset under such section of the Commercial Code as corresponds with Section 8-102 of the Uniform Commercial Code, notwithstanding any contrary provision of any other agreement to which Escrow Agent may be a party.

(i) Escrow Agent is hereby authorized and instructed, and hereby agrees, to send to Lessor at its address set forth in Section 8 below, concurrently with the sending thereof to Lessee, duplicate copies of any and all monthly Escrow Account statements or reports issued or sent to Lessee with respect to the Escrow Account.

7. Information Required Under USA PATRIOT ACT. The parties acknowledge that in order to help the United States government fight the funding of terrorism and money laundering activities, pursuant to Federal regulations that became effective on October 1, 2003 (Section 326 of the USA PATRIOT Act) all financial institutions are required to obtain, verify, record and update information that identifies each person establishing a relationship or opening an account. The parties to this Agreement agree that they will provide to the Escrow Agent such information as it may request, from time to time, in order for the Escrow Agent to satisfy the requirements of the USA PATRIOT Act, including but not limited to the name, address, tax identification number and other information that will allow it to identify the individual or entity who is establishing the relationship or opening the account and may also ask for formation documents such as articles of incorporation or other identifying documents to be provided.

8. Miscellaneous. Capitalized terms not otherwise defined herein shall have the meanings assigned to them in the LEASE. This agreement may not be amended except in writing signed by all parties hereto. This agreement may be executed in one or more counterparts, each of which shall be deemed to be an original instrument and each shall have the force and effect of an original and all of which together constitute, and shall be deemed to constitute, one and the same instrument. Notices hereunder shall be made in writing and shall be deemed to have been duly given when personally delivered or when deposited in the mail, first class postage prepaid, or delivered to an express carrier, charges prepaid, or sent by facsimile with electronic confirmation, addressed to each party at its address below.

Notices and other communications hereunder may be delivered or furnished by electronic mail provided that any formal notice be attached to an email message in PDF format and provided further that any notice or other communication sent to an e-mail address shall be deemed received upon and only upon the sender's receipt of affirmative acknowledgement or receipt from the intended recipient. For purposes hereof no acknowledgement of receipt generated on an automated basis shall be deemed sufficient for any purpose hereunder or admissible as evidence of receipt.

If to Lessor:

BANC OF AMERICA PUBLIC CAPITAL CORP  
135 South LaSalle Street  
Mail Code: IL4-135-10-12  
Chicago, IL 60603  
Attn: Katherine M. Graiber, Operations Consultant  
Phone: (312) 828-7591  
Fax: (312) 453-5637  
[Katherine.graiber@bamll.com](mailto:Katherine.graiber@bamll.com)

If to Lessee:

COUNTY OF RIVERSIDE, CA  
3450 14TH STREET  
RIVERSIDE, CALIFORNIA 92501  
Attn: DEBBIE ZELLNER  
FISCAL MANAGER  
Phone: (951) 955-7520  
Fax: \_\_\_\_\_  
[Debbie.Zellner@RivColT.org](mailto:Debbie.Zellner@RivColT.org)

If to Escrow Agent

Bank of America, National Association  
Global Custody and Agency Services  
135 S. LaSalle Street, Suite 1851  
IL4-135-18-51  
Chicago, Illinois 60603  
Attention: Alice M. Wolan  
Telephone: (312) 992-9782  
Fax: (312) 992-9833  
Alice.m.wolan@baml.com

9. Lessee and Lessor understand and agree that they are required to provide the Escrow Agent with a properly completed and signed Tax Certification (as defined below) and that the Escrow Agent may not perform its duties hereunder without having been provided with such Tax Certification. As used herein "Tax Certification" shall mean an IRS form W-9 or W-8 as described above. The Escrow Agent will comply with any U.S. tax withholding or backup withholding and reporting requirements that are required by law. With respect to earnings allocable to a foreign person, the Escrow Agent will withhold U.S. tax as required by law and report such earnings and taxes withheld, if any, for the benefit of such foreign person on IRS Form 1042-S (or any other required form), unless such earnings and withheld taxes are exempt from reporting under Treasury Regulation Section 1.1461-1(c)(2)(ii) or under other applicable law. With respect to earnings allocable to a United States person, the Escrow Agent will report such income, if required, on IRS Form 1099 or any other form required by law. The IRS Forms 1099 and/or 1042-S shall show the Escrow Agent as payor and COUNTY OF RIVERSIDE, CA as payee. Lessee and Lessor agree that they are not relieved of their respective obligations, if any, to prepare and file information reports under Code Section 6041, and the Treasury regulations thereunder, with respect to amounts of imputed interest income, as determined pursuant to Code Sections 483 or 1272. The Escrow Agent shall not be responsible for determining or reporting such imputed interest.

10. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois and the parties hereto consent to jurisdiction in the State of Illinois and venue in any state or Federal court located in the City of Chicago.

11. Any bank or corporation into which the Escrow Agent may be merged or with which it may be consolidated, or any bank or corporation to whom the Escrow Agent may transfer a substantial amount of its escrow business, shall be the successor to the Escrow Agent without the execution or filing of any paper or any further act on the part of any of the parties, anything herein to the contrary notwithstanding. Any bank or corporation into which the Lessor may be merged or with which it may be consolidated, or any bank or corporation to whom the Lessor may transfer a substantial amount of its business, shall be the successor to the Lessor without the execution or filing of any paper or any further act on the part of any of the parties, anything herein to the contrary notwithstanding.

12. This Agreement may be amended, modified, and/or supplemented only by an instrument in writing executed by all parties hereto.

13. No party hereto shall assign its rights hereunder until its assignee has submitted to the Escrow Agent (i) Patriot Act disclosure materials and the Escrow Agent has determined that on the basis of such materials it may accept such assignee as a customer and (ii) assignee has delivered an IRS Form W-8 or W-9, as appropriate, to the Escrow Agent which the Escrow Agent has determined to have been properly signed and completed.

14. Escrow Agent will treat information related to this Agreement as confidential but, unless prohibited by law, Lessee and Lessor authorize the transfer or disclosure of any information relating to the Agreement to and between the subsidiaries, officers, affiliates and other representatives and advisors of Escrow Agent and third parties selected by any of them, wherever situated, for confidential use in the ordinary course of business, and further acknowledge that Escrow Agent and any such subsidiary, officer, affiliate or third party may transfer or disclose any such information as required by any law, court, regulator or legal process.



Bank of America  
Merrill Lynch

Lessor will treat information related to this Agreement as confidential but, unless prohibited by law, Escrow Agent and Lessee authorize the transfer or disclosure of any information relating to the Agreement to and between the subsidiaries, officers, affiliates, other representatives and advisors of Lessor and debt and equity sources and third parties selected by any of them, and to their prospective assignees wherever situated, for confidential use in the ordinary course of business, and further acknowledge that Lessor and any such subsidiary, officer, affiliate, debt and equity source or third party or prospective assignee may transfer or disclose any such information as required by any law, court, regulator or legal process. Lessee will treat the terms of this Agreement as confidential except on a "need to know" basis to persons within or outside Lessee's organization (including affiliates of such party), such as attorneys, accountants, bankers, financial advisors, auditors and other consultants of such party and its affiliates, except as required by any law, court, regulator or legal process and except pursuant to the express prior written consent of the other parties, which consent shall not be unreasonably withheld.

In Witness Whereof, the parties have executed this Escrow Agreement as of the date first above written.

BANC OF AMERICA PUBLIC CAPITAL CORP  
as Lessor

By:

Name:

Title:

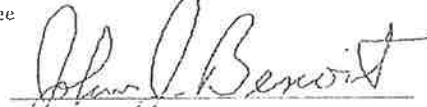
  
Ben A. Ullsano  
Agent

COUNTY OF RIVERSIDE, CA  
as Lessee

By:

Name:

Title:

  
JOHN J. BENOIT

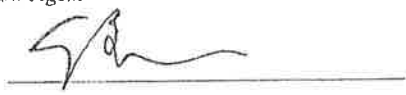
CHAIRMAN, BOARD OF SUPERVISORS

Bank of America, National Association  
As Escrow Agent

By:

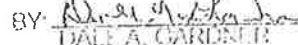
Name:

Title:

  
ERIK R. BENSON  
Vice President

FORM APPROVED COUNTY COUNSEL

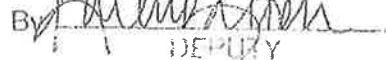
BY:

 11/16/16  
DALE A. CARDWELL DATE

ATTEST:

KECIA HARPER-IHEM, Clerk

By:

  
DEPUTY



DUPLICATE  
ORIGINAL

Lessor will treat information related to this Agreement as confidential but, unless prohibited by law, Escrow Agent and Lessee authorize the transfer or disclosure of any information relating to the Agreement to and between the subsidiaries, officers, affiliates, other representatives and advisors of Lessor and debt and equity sources and third parties selected by any of them, and to their prospective assignees wherever situated, for confidential use in the ordinary course of business, and further acknowledge that Lessor and any such subsidiary, officer, affiliate, debt and equity source or third party or prospective assignee may transfer or disclose any such information as required by any law, court, regulator or legal process. Lessee will treat the terms of this Agreement as confidential except on a "need to know" basis to persons within or outside Lessee's organization (including affiliates of such party), such as attorneys, accountants, bankers, financial advisors, auditors and other consultants of such party and its affiliates, except as required by any law, court, regulator or legal process and except pursuant to the express prior written consent of the other parties, which consent shall not be unreasonably withheld.

In Witness Whereof, the parties have executed this Escrow Agreement as of the date first above written.

BANC OF AMERICA PUBLIC CAPITAL CORP  
as Lessor

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

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

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

COUNTY OF RIVERSIDE, CA  
as Lessee

By: John J. Benoit

Name: JOHN J. BENOIT

Title: CHAIRMAN, BOARD OF SUPERVISORS

Bank of America, National Association  
As Escrow Agent

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

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

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

FORM APPROVED COUNTY COUNSEL

BY: Dale A. Gardner 11/16/16  
DALE A. GARDNER DATE

ATTEST:

KECIA HARPER-IHEM, Clerk

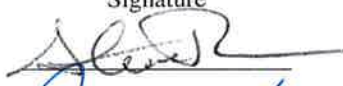

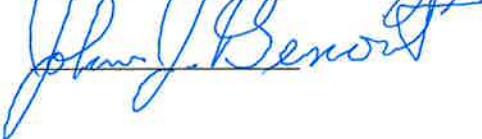
By: [Signature]  
DEPUTY

**EXHIBIT A-1**  
**FORM OF INCUMBENCY AND AUTHORIZATION CERTIFICATE**

The undersigned, a duly elected or appointed and acting Karen Barton [Secretary] [City Clerk]  
[County Clerk] of COUNTY OF RIVERSIDE, CA ("Lessee") certifies as follows:

A. The following listed persons are duly elected or appointed and acting officials of Lessee (the "Officials") in the capacity set forth opposite their respective names below and that the facsimile signatures are true and correct as of the date hereof;

B. The Officials are duly authorized, on behalf of Lessee, to negotiate, execute and deliver the Lease Schedule No. **500-3173332-000** dated **November 8, 2016** to that certain Master Equipment Lease/Purchase Agreement No. **3162133** dated as of **October 8, 2015** by and between Lessee and BANC OF AMERICA PUBLIC CAPITAL CORP ("Lessor"), the Escrow Agreement dated as of **November 8, 2016** among Lessor, Lessee and Bank of America, National Association, as Escrow Agent, and all documents related thereto and delivered in connection therewith (collectively, the "Agreements"), and the Agreements each are the binding and authorized agreements of Lessee, enforceable in all respects in accordance with their respective terms.

Name of Official	Title	Signature
STEVE RENEKER	CHIEF INFORMATION OFFICER	
VEVA HARGUINDEGUY	ASSISTANT CHIEF INFORMATION OFFICER	
JOHN J. BENOIT	CHAIRMAN BOARD OF SUPERVISORS ok	

Dated: NOV 15 2016

By: 

Name: Karen Barton

Title: Deputy

(The signer of this Certificate cannot be listed above as authorized to execute the Agreements.)

**EXHIBIT A-2**

**Insert Vendor Specific Agency Notification Page**

**SCHEDULE 1**  
**to the Escrow Agreement**

**FORM OF DISBURSEMENT REQUEST**

Re: Lease Schedule No. **500-3173332-000** dated **November 8, 2016** Master Equipment Lease/Purchase Agreement No. **3162133** dated as of **October 8, 2015** (the "LEASE") by and between BANC OF AMERICA PUBLIC CAPITAL CORP, as Lessor COUNTY OF RIVERSIDE, CA, as Lessee. (Capitalized terms not otherwise defined herein shall have the meanings assigned to them in the LEASE)

In accordance with the terms of the Escrow Agreement, dated as of **November 8, 2016** (the "Escrow Account Agreement") by and among BANC OF AMERICA PUBLIC CAPITAL CORP ("Lessor"), COUNTY OF RIVERSIDE, CA ("Lessee") and Bank of America, National Association, (the "Escrow Agent"), the undersigned hereby requests the Escrow Agent pay the following persons the following amounts from the Escrow Account created under the Escrow Account Agreement for the following purposes:

**Disbursement Amounts:**

Payee's Name and Address (if disbursement via wire, must include wire transfer instructions)	Invoice Number	Dollar Amount	Purpose
		\$	
		\$	
		\$	
		\$	

(i) (a) Each obligation specified in the table herein titled as "Disbursement Amounts" has been incurred by Lessee in the stated amount, (b) the same is a proper charge against the Escrow Account for costs relating to the Equipment identified in the LEASE, and (c) has not been paid (or has been paid by Lessee and Lessee requests reimbursement thereof).

(ii) Each item of Equipment relating to an obligation specified in the table herein titled as "Disbursement Amounts" has been delivered, installed and accepted by Lessee. Attached hereto is the original invoice with respect to such obligation.

(iii) The undersigned, as Authorized Representative, has no notice of any vendor's, mechanic's or other liens or rights to liens, chattel mortgages, conditional sales contracts or security interest which should be satisfied or discharged before such payment is made.

(iv) This requisition contains no item representing payment on account, or any retained percentages which Lessee is, at the date hereof, entitled to retain (except to the extent such amounts represent a reimbursement to Lessee).

(v) The Equipment is insured in accordance with the LEASE.

(vi) No Event of Default, and no event which with notice or lapse of time, or both, would become an Event of Default, under the LEASE has occurred and is continuing at the date hereof.

(vii) The disbursement shall occur during the Acquisition Period.



(viii) The representations, warranties and covenants of Lessee set forth in the LEASE are true and correct as of the date hereof.

Dated: \_\_\_\_\_20\_\_\_\_

COUNTY OF RIVERSIDE, CA  
As Lessee under the LEASE

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Disbursement of funds from the Escrow  
Account in accordance with the foregoing  
Disbursement Request hereby is authorized

BANC OF AMERICA PUBLIC CAPITAL CORP  
as Lessor

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

EQUIPMENT LIST

Attached to and made a part of Certificate of  
Acceptance No. \_\_\_\_\_ executed and delivered pursuant to that  
certain Lease Schedule No. **500-3173332-000** dated **November 8, 2016** to  
Master Equipment Lease/Purchase Agreement No. **3162133** dated as of **October 8, 2015**  
by and between **BANC OF AMERICA PUBLIC CAPITAL CORP**,  
as Lessor, and **COUNTY OF RIVERSIDE, CA**, as Lessee

TOTAL PURCHASE PRICE      \$ \_\_\_\_\_

CERTIFICATE OF ACCEPTANCE NO. \_\_\_\_\_

The undersigned, as Lessee under Lease Schedule No. **500-3173332-000** dated **November 8, 2016** to Master Equipment Lease/Purchase Agreement No. **3162133** dated as of **October 8, 2015** (the "Agreement") with **BANC OF AMERICA PUBLIC CAPITAL CORP** ("Lessor"), hereby certifies:

1. The items of the Equipment, as such term is defined in the Agreement, fully and accurately described on the Equipment List attached hereto have been delivered and installed at the location(s) set forth therein.
2. A present need exists for the Equipment which need is not temporary or expected to diminish in the near future. The Equipment is essential to and will be used by the Lessee only for the purpose of performing one or more governmental functions of Lessee consistent with the permissible scope of Lessee's authority.
3. The estimated useful life of the Equipment based upon the manufacturer's representations and Lessee's projected needs is not less than the term of lease with respect to the Equipment.
4. Lessee has conducted such inspection and/or testing of the Equipment as it deems necessary and appropriate and hereby acknowledges that it accepts the Equipment for all purposes as of the date of this Certificate.
5. The Equipment is covered by insurance in the types and amounts required by the Agreement.
6. No event of default, as such term is defined in the Agreement, and no event which with the giving of notice or lapse of time, or both, would become an event of default, has occurred and is continuing on the date hereof.
7. Sufficient funds have been appropriated by Lessee for the payment of all rental payments due under the Agreement during Lessee's current fiscal year.
8. Based on the foregoing, Lessor is hereby authorized and directed to fund the acquisition of the Equipment set forth on the Equipment List by paying, or causing to be paid, the manufacturer(s)/vendor(s) the amounts set forth on the attached invoices.
9. The following documents are attached hereto and made a part hereof:
  - (a) Equipment List
  - (b) Original Invoice(s); and
  - (c) Disbursement Request

If Lessee paid an invoice prior to the commencement date of the Agreement and is requesting reimbursement for such payment, also attach a copy of evidence of such payment together with a copy of Lessee's Declaration of Official Intent and other evidence that Lessee has satisfied the requirements for reimbursement set forth in Treas. Reg. §1.150-2.

**COUNTY OF RIVERSIDE, CA**

Lessee

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

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

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



**TAX COMPLIANCE AGREEMENT AND NO ARBITRAGE CERTIFICATE**

This Tax Compliance Agreement and No Arbitrage Certificate is issued in connection with that certain Master Equipment Lease/Purchase Agreement No. **3162133** dated as of **October 8, 2015** and Lease Schedule No. **500-3173332-000** dated **November 8, 2016** by and between **BANC OF AMERICA PUBLIC CAPITAL CORP**, as lessor, ("Lessor") and **COUNTY OF RIVERSIDE, CA**, as lessee, ("Lessee").

1. In General.

1.1. This Certificate is executed for the purpose of establishing the reasonable expectations of Lessee as to future events regarding the financing of certain equipment by Lessee as described in the Lease Schedule No. **500-3173332-000** dated **November 8, 2016** to Master Equipment Lease/Purchase Agreement **3162133** dated as of **October 8, 2015** (the "Lease") between Lessor and Lessee and all related documents executed pursuant thereto (the Lease and such other documents are hereinafter collectively referred to as the "Financing Documents").

1.2. The individual executing this Certificate on behalf of Lessee is an officer of Lessee delegated with the responsibility of reviewing and executing the Financing Documents.

1.3. To the best of the undersigned's knowledge, information and belief, the expectations contained in this Certificate are reasonable.

1.4. Lessee has never been notified of any listing or proposed listing of it by the Internal Revenue Service as an issuer whose certifications as to arbitrage may not be relied upon.

1.5. The rental payments due under the Financing Documents will be made with monies retained in Lessee's general operating fund (or an account or subaccount therein). No sinking, debt service, reserve or similar fund or account will be maintained for the payment of the rental payments due under the Financing Documents or pledged as security therefor.

1.6. If any other governmental obligations were or are being issued by or on behalf of Lessee within fifteen (15) days of the date of issuance of the Financing Documents, such obligations either (i) were not or are not being issued or sold pursuant to a common plan of financing with, or (ii) will not be paid out of substantially the same source of funds as, the financing pursuant to the Financing Documents.

2. Purpose of the Financing Documents.

2.1. The Financing Documents are being entered into for the purpose of providing funds for financing the cost of acquiring, equipping and installing certain equipment which is essential to the governmental functions of Lessee (the "Equipment"), which Equipment is described in the Description of Equipment attached to the Lease and is to be more specifically described in one or more Equipment Lists to be attached to Certificate(s) of Acceptance executed and delivered by Lessee pursuant to the Lease. The initial principal amount represented by the Financing Documents will be deposited in escrow by Lessor

pending acquisition of the items of Equipment and held by Bank of America, National Association, as escrow agent (the "Escrow Agent") under the terms of that certain Escrow Agreement dated as of **November 8, 2016** (the "Escrow Agreement"), by and among Lessor, Lessee and Escrow Agent.

2.2. No portion of the amount deposited in escrow, and interest earnings thereon, will be used as a substitute for other funds which were otherwise to be used as a source of financing for the Equipment, or will be used, directly or indirectly, to replace funds used by Lessee to acquire investments which produce a yield materially higher than the yield to Lessor under the Financing Documents.

2.3. Lessee does not expect to sell or otherwise dispose of the Equipment, in whole or in part, at a date which is earlier than the final rental payment due under the Financing Documents.

3. Source and Disbursement of Funds.

3.1. The amount deposited by Lessor in the escrow fund held by the Escrow Agent under the Escrow Agreement, and the interest contemplated to be earned thereon, do not exceed the amount necessary for the governmental purpose for which the Financing Documents were entered into. Such funds are expected to be needed and fully expended for payment of the costs of acquiring, equipping and installing the items of Equipment.

3.2. It is contemplated that the entire amount deposited in escrow, plus interest earnings thereon, will be used to pay the acquisition cost of Equipment to the vendors or manufacturers thereof, provided that a portion of the monies in the escrow fund may be paid to Lessee as reimbursement for acquisition cost payments already made by it so long as the conditions set forth in Section 3.3 below are satisfied.

3.3. Lessee shall not request that any funds be disbursed from the escrow fund held by the Escrow Agent under the Escrow Agreement to reimburse it for Equipment acquisition cost payments already made by it unless the following conditions have been satisfied:

(a) Lessee made a declaration of its reasonable intention to reimburse the acquisition cost payment sought to be reimbursed with the proceeds of a borrowing not later than sixty (60) days after the date on which it made the payment, which declaration satisfies the "Official Intent Requirement" set forth in Treas. Reg. § 1.150-2;

(b) The reimbursement being requested will be made by a written allocation before the later of eighteen (18) months

after the acquisition cost payment was made or eighteen (18) months after the items of Equipment to which such payment relates were placed in service;

(c) The entire payment with respect to which reimbursement is being sought is a capital expenditure, being a cost of a type properly chargeable to a capital account under general federal income tax principles; and

(d) Lessee will use any reimbursement payment for general operating expenses and not in a manner which could be construed as an artifice or device under Treas. Reg. § 1.148-10 by, virtue of, among other things, use to refund, or to create or increase a reserve or replacement fund with respect to, any other obligations issued by it.

#### 4. Temporary Period.

4.1. Lessee expects, within six months from the date hereof, (a) to have had disbursed from escrow at least 5% of the sale proceeds of the Lease, or (b) to enter into binding obligations with third parties obligating Lessee to spend such amount.

4.2. The ordering and acceptance of the items of Equipment will proceed with due diligence to the date of final acceptance of the Equipment.

4.3. The items of Equipment being acquired by Lessee will be delivered at various times from December 1, 2016 to February 28, 2017. At least 15% of the amount deposited in escrow and interest earnings thereon will be used to pay the acquisition price of items of Equipment within six months from the date of issuance of the Financing Documents; at least 60% of the amount deposited in escrow and interest earnings thereon will be used to pay the acquisition cost of items of Equipment within 12 months from the date of issuance of the Financing Documents; and 100% of the amount deposited in escrow and interest earnings thereon will be used to pay the acquisition cost of items of Equipment prior to 18 months from the date of issuance of the Financing Documents. It is anticipated that all Equipment will be delivered and accepted, and all funds provided by Lessor and interest earnings thereon expended, prior to April 30, 2017.

4.4. The total acquisition cost of the Equipment is not required to be paid to the vendors or manufacturers thereof until the Equipment has been accepted by Lessee.

#### 5. Escrow Account.

The Lessee will continuously invest the monies deposited in escrow until payments to the vendor(s) or manufacturer(s) of the Equipment are due. Lessee will ensure that such investment will not result in Lessee's obligations under the Financing Documents being treated as an "arbitrage bond" or a "federally guaranteed bond" within

the meaning of Section 148(a) or Section 149(b) of the Internal Revenue Code of 1986, as amended (the "Code"), respectively. Any monies which are earned from the investment of these funds shall be labeled as interest earned. All such monies will be disbursed on or promptly after the date that Lessee accepts the Equipment.

#### 6. Exempt Use.

6.1. No part of the proceeds of the Financing Documents or the Equipment will be used in any "private business use" within the meaning of Section 141(b)(6) of the Code.

6.2. No part of the proceeds of the Financing Documents will be used, directly or indirectly, to make or finance any loans to non-governmental entities or to any governmental agencies other than Lessee.

#### 7. No Federal Guarantee.

7.1. Payment of the principal or interest due under the Financing Documents is not directly or indirectly guaranteed, in whole or in part, by the United States or an agency or instrumentality thereof.

7.2. No portion of the proceeds under the Financing Documents shall be (i) used in making loans the payment of principal or interest of which are to be guaranteed, in whole or in part, by the United States or any agency or instrumentality thereof, or (ii) invested, directly or indirectly, in federally insured deposits or accounts if such investment would cause the financing under the Financing Documents to be "federally guaranteed" within the meaning of Section 149(b) of the Code.

#### 8. Miscellaneous.

8.1. Lessee agrees to comply with the rebate requirements set forth in Section 148(f) of the Code in the event that for any reason Section 148(f)(4)(B) or Treas. Reg. § 1.148-7 of the Code is not applicable to the financing pursuant to Financing Documents.

8.2. Lessee shall keep a complete and accurate record of all owners or assignees of the Financing Documents in form and substance satisfactory to comply with Section 149(a) of the Code unless Lessor or its assignee agrees to act as Lessee's agent for such purpose.

8.3. Lessee shall maintain complete and accurate records establishing the expenditure of the proceeds of the Financing Documents and interest earnings thereon for a period of six years after payment in full under the Financing Documents or any transactions refinancing such Financing Documents..

DUPLICATE  
ORIGINAL



IN WITNESS WHEREOF, this Tax Compliance Agreement and No Arbitrage Certificate has been executed on behalf of Lessee as of the date set forth below.

COUNTY OF RIVERSIDE, CA

Lessee

By: John J. Benoit

Name: JOHN J. BENOIT

Title: CHAIRMAN, BOARD OF SUPERVISORS

Date: NOV 15 2016

ATTEST:

KECIA HARPER-IHEM, Clerk

By: Kailashan  
DEPUTY

ATTACHMENT TO UCC-1

LESSEE/DEBTOR: **COUNTY OF RIVERSIDE, CA**

LESSOR/SECURED PARTY: **BANC OF AMERICA PUBLIC CAPITAL CORP**

---

THE EQUIPMENT LEASED PURSUANT TO THAT CERTAIN MASTER EQUIPMENT LEASE/PURCHASE AGREEMENT NO. **3162133** DATED AS OF **OCTOBER 8, 2015** AND LEASE SCHEDULE NO. **500-3173332-000** DATED **NOVEMBER 8, 2016**, BY AND BETWEEN LESSOR/SECURED PARTY, AS LESSOR, AND LESSEE/DEBTOR, AS LESSEE, AND ALL REPLACEMENTS, SUBSTITUTIONS AND ALTERNATIVES THEREFOR AND THEREOF AND ACCESSIONS THERETO AND ALL PROCEEDS (CASH AND NON-CASH), INCLUDING THE PROCEEDS OF ALL INSURANCE POLICIES OR CONDEMNATION AWARDS, THEREOF. TO THE EXTENT ANY OF THE "EQUIPMENT" IS "LICENSED SOFTWARE", AS DEFINED IN THE MASTER EQUIPMENT LEASE/PURCHASE AGREEMENT, THIS FINANCING STATEMENT COVERS LESSEE'S RIGHTS IN AND TO SUCH LICENSED SOFTWARE, AND ALL UPGRADES, UPDATES, REPLACEMENTS AND SUBSTITUTIONS THEREFOR AND PROCEEDS THEREOF. THE "EQUIPMENT," INCLUDING ANY "LICENSED SOFTWARE, IS MORE FULLY DESCRIBED BELOW:

**CISCO PRODUCTS AND SUPPORT TO BE MORE FULLY DESCRIBED ON THE DIMENSION DATA QUOTE #1938563 AND 1938541.1 ATTACHED TO SCHEDULE NO. 500-3173332-000.**

THE CASH AND NEGOTIABLE INSTRUMENTS FROM TIME TO TIME COMPRISING THE ESCROW FUND CREATED PURSUANT TO THAT CERTAIN ESCROW AGREEMENT DATED AS OF **NOVEMBER 8, 2016** BY AND AMONG **BANC OF AMERICA PUBLIC CAPITAL CORP**, LESSEE AND BANK OF AMERICA, NATIONAL ASSOCIATION, AS ESCROW AGENT, AND ALL PROCEEDS THEREOF.

**BANC OF AMERICA PUBLIC CAPITAL CORP**  
INFORMATION SHEET

LESSEE NAME: COUNTY OF RIVERSIDE, CA

FEDERAL I.D.: 95-6000930

BILLING ADDRESS:

Debbie Zellner  
Billing Contact

Street Address or Post Office Box

3450 14th Street Riverside, CA 92501

City, State and Zip	951-955-7520	951-955-3741	dzellner@rivco.org
Phone Number		Fax Number	E-mail

PHYSICAL ADDRESS (IF DIFFERENT):

Same as above

Street Address or Post Office Box

City, State and Zip

Require Board Approval for Payments? \_\_\_\_\_ Yes ☒ No

Board Meeting Date? N/A

W - 9 FORM

## Request for Taxpayer Identification Number and Certification

Give Form to the  
requester. Do not  
send to the IRS.

Print or type  
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

COUNTY OF RIVERSIDE, CA

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only **one** of the following seven boxes:

- ☐ Individual/sole proprietor or single-member LLC  
☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

**Note.** For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.

☒ Other (see instructions) ▶

GOVERNMENT

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) \_\_\_\_\_

Exemption from FATCA reporting code (if any) \_\_\_\_\_

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)

3450 14TH STREET

6 City, state, and ZIP code

RIVERSIDE, CA 92501

Requester's name and address (optional)

7 List account number(s) here (optional)

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number

			-			-			
--	--	--	---	--	--	---	--	--	--

or

Employer identification number

9	5	-	6	0	0	0	9	3	0
---	---	---	---	---	---	---	---	---	---

### Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign  
Here

Signature of  
U.S. person ▶

Date ▶

11/16/16

### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at [www.irs.gov/fw9](http://www.irs.gov/fw9).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

• Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)

• Form 1099-C (canceled debt)

• Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that the FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.