

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



**ITEM: 3.46
(ID # 18146)**

MEETING DATE:
Tuesday, January 25, 2022

FROM : RIVERSIDE COUNTY INFORMATION TECHNOLOGY:

SUBJECT: RIVERSIDE COUNTY INFORMATION TECHNOLOGY: Approve and authorize the Purchasing Agent to issue a Purchase Order to Charter Communications Holdings, LLC dba Spectrum Business to continue providing connectivity and services to the County's CORE Backbone Circuits for various Departments without seeking competitive bids for up to twelve (12) months effective January 27, 2022 through January 26, 2023 in the amount of \$168,000, All Districts. [Total Cost \$168,000-RCIT Budget- 100%]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve and authorize the Purchasing Agent to issue a Purchase Order to Charter Communications Holdings, LLC dba Spectrum Business to continue providing connectivity and services to the County's CORE Backbone Circuits for various Departments without seeking competitive bids for up to twelve (12) months effective January 27, 2022 through January 26, 2023, in the amount of \$168,000.

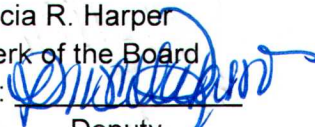
ACTION:Policy


Jim Smith, Chief Information Officer 1/11/2022

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt
Nays: None
Absent: None
Date: January 25, 2022
xc: RCIT

Kecia R. Harper
Clerk of the Board
By: 
Deputy

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FINANCIAL DATA	FY 21/22	FY 22/23	Total Cost:	Ongoing Cost
COST	\$ 84,000	\$ 84,000	\$ 168,000	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: RCIT Budget -100%			Budget Adjustment: No	
			For Fiscal Year: 21/22 – 22/23	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The request before the Board is to continue services of the 10 Gbps circuits for a month-to-month (auto-renewal) term per the Amendment to Spectrum Service Agreement No., 201506254307537 for up to 12 months through January 26, 2023 (Purchasing Approved SSJ No. 152972160) to support the bandwidth needs of County departments. The approval of this request will allow Riverside County Information Technology (RCIT) to continue to provide circuits and connections to the Riverside, Murrieta, Hemet, and Indio hub locations. These circuits will continue to provide the County with the high level of service required to meet the growing needs of departments to meet daily business operation requirements.

RCIT opted to maintain the current infrastructure and service agreement with Charter Communications Holdings, LLC due to numerous impacts of the Covid-19 pandemic for county staff and the vendor. RCIT is in the process of researching alternative solutions to be able to provide County of Riverside Network (CORNET) users with the bandwidth and services required to meet the County's growing network demands, and the department will continue to develop an effective strategy to address all current and future bandwidth needs.

Impact on Residents and Businesses

There is no negative impact on residents or businesses.

Additional Fiscal Information

This request is to provide 12 months of the County's Core Backbone 10 Gbps service at a total cost of \$168,000. Funding for this request has been budgeted through the normal RCIT budget process.

Below is the total cost for Core Backbone 10 Gbps from January 27, 2022 – January 26, 2023.

Description:	Monthly	Total
Core Backbone 10 Gbps for up to 12 months (including taxes, fees and surcharges)	\$14,000	\$168,000
Total Cost		\$168,000

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Contract History and Price Reasonableness

In July of 2015, the Purchasing Department, on behalf of RCIT, released Request for Quote (RFQ) No. ITARC-355 entitled, "1GB Core Backbone Circuit." The bid was posted on Public Purchase through which 38 vendors were notified using a classification match. Five vendors responded with annual costs ranging from \$93,312 to \$387,915. Charter Communications Holdings, LLC dba Spectrum Business was selected as the lowest, responsive and responsible bidder resulting in the award of a 60-month contract renewable annually. An amendment was approved May 9, 2017 agenda item 3.21, to increase the County's core backbone circuit from 1 Gbps to 10 Gbps and the annual service amount increased from \$99,937 to \$159,600, including estimated applicable taxes, fees, and surcharges. On January 12, 2021, Agenda Item No. 3.27, the Board of Supervisors authorized the Purchasing Agent to issue a Purchase Order for up to an additional twelve months of service through January 26, 2022. The County is currently paying the Monthly Recurring Charge per the Amendment executed in May 2017. The monthly cost of \$14,000 includes taxes, fees and surcharges.

Attachments:

- A. Originating Agreement Spectrum Charter Agreement for Core Backbone Fully Executed
- B. Amendment to Agreement 201506254307537
- C. Sole Source Justification No. 152972160


Vanessa Manuel, Procurement Services Manager 1/14/2022


Venus Brambila, Deputy Director - Administration 1/19/2022


Gregory V. Priamos, Director County Counsel 1/18/2022



201506254307537

DATA NETWORKING SERVICE AGREEMENT

This Service Agreement ("Agreement") is executed and effective upon the latest date of the signatures set forth in the signature block below ("Effective Date") by and between Charter Fiberlink CA-CCO, LLC, ("Spectrum Business" or "Charter") with a corporate office at 12405 Powerscourt Drive, St. Louis, Missouri 63131 and County of Riverside, a political division of the State of California, ("Customer") with offices located at 3450 14th Street, Riverside, CA 92501-3609.

Both parties desire to enter into this Agreement in order to set forth the general terms under which Charter is to provide Customer with Charter's services ("Service" or "Services") to Customer site(s), the scope and description to be specified per site below and/or in a Service order(s) executed by both parties (each instance of site identification and order a "Service Order" or collectively the "Service Orders"), which shall be incorporated in this Agreement upon execution. This Agreement and each Service Order will be effective only after both parties have signed each document.

*Spectrum Business is the commercial brand of Charter Communications, Inc.

SERVICE ORDER

Under the Data Networking Service Agreement

CUSTOMER INFORMATION:

Account Name: County of Riverside
Invoicing Address: 3450 14th Street, Riverside, CA 92501
Invoicing Special Instructions: ATTN: Accounts Payable, 4th Floor

SITE-SPECIFIC INFORMATION:

[X] New [] Renew [] Change: Order Type: New Service
Service Location (Address): 4080 Lemon Street, Riverside, CA 92501
Service Location Name (for purposes of identification): Riverside County Administrative Center (CAC)
Service Location Special Instructions:

SITE-SPECIFIC INFORMATION:

[X] New [] Renew [] Change: Order Type: New Service
Service Location (Address): 82695 Dr. Carreon Blvd, Indio, CA 92201
Service Location Name (for purposes of identification): Indio Hub
Service Location Special Instructions:

SITE-SPECIFIC INFORMATION:

[X] New [] Renew [] Change: Order Type: New Service
Service Location (Address): 832 North State Street, Hemet, CA 92543
Service Location Name (for purposes of identification): Hemet Hub
Service Location Special Instructions:

SITE-SPECIFIC INFORMATION:

New Renew Change: Order Type: **New Service**
 Service Location (Address): **30755 Auld Rd, Murrieta, CA 92563**
 Service Location Name (for purposes of identification): **SouthWest Justice Hub**
 Service Location Special Instructions: _____

Non-Hospitality or Non-Video

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

	Billing Contact	Site Contact	Technical Contact
Name			
Phone			
Cell			
Email Address			

MONTHLY SERVICE FEES:

Data Services:

<i>Base Service:</i> Class of Service: Standard CoS	MEF Service Types (if applicable): EPL	
Riverside County Administrative Center (CAC) to: Indio Hub	Speed: 1 Gbps (Down/Up)	\$770.00
Riverside County Administrative Center (CAC) to: Hemet Hub	Speed: 1 Gbps (Down/Up)	\$770.00
Riverside County Administrative Center (CAC) to: SouthWest Justice Hub	Speed: 1 Gbps (Down/Up)	\$770.00
Indio Hub to: Riverside County Administrative Center (CAC)	Speed: 1 Gbps (Down/Up)	\$1,822.00
Hemet Hub to: Riverside County Administrative Center (CAC)	Speed: 1 Gbps (Down/Up)	\$1,822.00
SouthWest Justice Hub to: Riverside County Administrative Center (CAC)	Speed: 1 Gbps (Down/Up)	\$1,822.00

TOTAL MONTHLY SERVICE FEES: \$7,776.00

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

ONE-TIME CHARGES:

ONE-TIME Installation Fee : \$1,000.00

2. TOTAL FEES.

Total Monthly Service Fees of \$7,776.00 are due within thirty (30) days of receipt of the monthly invoice.

Total One-Time Charges of \$1,000.00 are included in the first monthly invoice.

3. **SERVICE PERIOD.** The initial Service Period of this Service Order shall begin on the date installation is completed and shall continue for a period of 60 months, renewable in twelve (12) month increments. Upon expiration of the initial term, this Service Order shall automatically renew for successive one-month terms and Charter may then apply Charter's then-current Monthly Service Fees unless either party terminates this Service Order by giving thirty (30) days prior written notice to the other party before the expiration of the current term.
4. **SPECIAL FUNDING TERMINATION PROVISION.** In the event Customer terminates this Service Order due to loss of federal, state or local government funding, then, Charter will waive the applicable Termination Charges, so long as (i) Customer provides Charter not less than sixty (60) days prior written notice offering reasonable proof of loss of funding, and (ii) Customer, in good-faith, took all applicable steps to obtain such funding, and (iii) Customer pays Charter all accumulated fees for Services rendered and/or any applicable installation, construction costs etc. owed to Charter up to the date of termination.
5. **TROUBLE REPORTS SERVICE PERFORMANCE.** Enterprise and Strategic Market Network Operations Center: 866.603.3199. Charter operates and maintains the Enterprise and Strategic Market Network Operations Center ("ESM NOC"), which is staffed 24 hours a day, 7 days a service week, 365 days a year. To report suspected problems with your fiber-based Service(s) call the ESM NOC for support @ 866.603.3199. Charter shall provide a telephone response to such calls within one (1) hour, and, if necessary, initiate a physical response within four (4) hours of receiving Customer's call reporting the problem. Once the ESM NOC representative has received the necessary information, a Customer Trouble Ticket will be assigned and investigation of Trouble Ticket will begin. After the status of the Trouble Ticket has been determined, the ESM NOC will contact Customer's designated contact individual at the appropriate number to discuss the findings.
6. **SERVICE CREDITS.** Customer shall be entitled to one (1) hour of service credit per Site per affected fiber optic-based Service (i.e. circuit) for each hour of Service Interruption if the interruption: (a) exceeds four (4) consecutive hours, (b) is not caused by Customer, or its agents, employees, licensees, or contractors, or a Force Majeure Event, (c) is not caused by Customer-provided equipment or facilities beyond the demarcation point, (d) is not caused by scheduled maintenance, and (e) a Trouble Ticket has been opened within 24 hours of the commencement of the interruption. Service Credits shall not apply to any period of time for which Charter is not granted access, if necessary, to the applicable Customer Site. A "Service Interruption" is the continuous period of time during which a respective Service is not provided substantially as ordered to one or more Customer Sites. A Service Interruption commences when Charter becomes aware of such Service Interruption of a Service and ends when the Service is operational and the Trouble Ticket is closed.

A Service Credit is calculated as follows:

- * Service Credit = Per Hour Rate X (# of consecutive hours during Service interruption)
 - * Per Hour Rate = Per Day Rate/twenty-four (24)
 - * Per Day Rate = Monthly Service Charge/thirty (30) days
- (30 = average days in one (1) month)

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

Example:

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

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

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

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

7. **EPLAN SERVICES.** *Applicable only to EPLAN Data Transport Service.* Customer acknowledges that EPLAN Services consist of multiple end points connecting your designated locations to create a shared-data network. As new service locations are added to your EPLAN Services, the Network Miles will increase. The performance parameter metric Delay is impacted by the total Network Miles. Therefore, the applicable Delay metric is based upon the then-total Network Miles of the total of EPLAN Services provided by Charter to Customer. Customer acknowledges that the applicable Delay metric will be based upon the then-current total Network Miles.

* Your current Mileage Band is shown as Total EPLAN Network Miles in the above Monthly Service Fees table.

8. **NO UNTRUE STATEMENTS.** Customer further represents and warrants to Charter that neither this Service Order, nor any other information, including without limitation, any schedules or drawings furnished to Charter contains any untrue or incorrect statement of material fact or omits or fails to state a material fact.

9. **CONFIDENTIALITY.** Customer hereby agrees to keep confidential and not to disclose directly or indirectly to any third party, the terms of this Service Order or any other related Service Orders, except as may be required by law. If any unauthorized disclosure is made by Customer and/or its agent or representative, Charter shall be entitled to, among other damages arising from such unauthorized disclosure, injunctive relief and a penalty payment in the amount of the total One-Time Charges associated with this Service Order, and Charter shall have the option of terminating this Service Order, other related Service Orders and/or the Service Agreement.

10. **FACSIMILE.** A copy sent via fax machine or scanned and e-mailed of a duly executed Agreement and Service Order signed by both authorized parties shall be considered evidence of a valid order, and Charter may rely on such copy of the Agreement and Service Order as if it were the original.

NOW THEREFORE, Charter and Customer agree to the terms and conditions included within this Service Agreement, including the Commercial Terms of Service which follow, and hereby execute this Service Agreement by their duly authorized representatives.

Charter Fiberlink CA-CCO, LLC

By: Charter Communications, Inc., Its Manager

Signature: _____

Printed Name: Kevin M Bridges

Title: Sr. Director

Date: 11/30/15

By: County of Riverside

Signature: _____

Printed Name: Michael J. Hei

Title: Procurement Contract

Date: 11/30/2015

DATE APPROVED COUNTY COUNSEL
 BY: Michael J. Hei
 SEAL R. KIPNIS DATE 12/2/15

COMMERCIAL TERMS OF SERVICE

1. **AGREEMENT TERM.** This Agreement shall terminate upon the lawful termination of the final existing Service Order entered into under this Agreement.
2. **SERVICE.** Charter shall provide the Services during the Service Period to Customer at the site(s) identified in the Service Order(s). "Service Period" is the time period starting on the date the Services are functional in all material respects and available for use (the "Turn-up Date"), and continuing for the number of months specified in the Service Order(s).
3. **STANDARD PAYMENT TERMS.** Customer shall pay fees and charges for the Services in the amount specified on the Service Order in accordance with this Agreement. A one-time charge ("OTC") is a nonrecurring fee for construction, Service installation charge(s), repair, replacement, or any other nonrecurring costs or charges. "Equipment" means the components (e.g., any gateway or edge electronic device, node, router, switch, communications lines/cables, etc.) that make up the Network. "Network" means all of the physical elements necessary to provide the Services.
 - (a) **Charges.** Customer shall pay all associated charges associated with the Service(s), as set forth or referenced in the applicable Service Order(s) or invoiced by Charter. These charges may include, but are not limited to a monthly service fee ("MSF"), nonrecurring fees for construction, installation, repair, replacement or other one-time charges ("OTC"), usage charges such as, pay-per-view charges, and applicable federal, state, and local taxes, fees, surcharges and recoupments (however designated), MSFs shall be subject to increases attributable to programming, license, copyright, retransmission and/or other similar costs imposed upon Charter. Charter shall provide not less than thirty (30) days prior notice to Customer of any MSF change.
 - (b) **Taxes, Surcharges, and Fees.** Customer shall pay any sales, use, property, excise or other taxes, franchise fees, and governmental charges (excluding income taxes) arising under this Agreement, in addition to any surcharges that may be imposed as may be permitted under and consistent with applicable law. A copy of Customer's tax exemption document, if applicable, must be provided to Charter to certify tax-exempt status. Tax-exempt status shall not relieve Customer of its obligation to pay any applicable franchise fees. Charter reserves the right from time to time to change the surcharges for Services under this Agreement to reflect the charges or payment obligations imposed on Charter which Charter is permitted or required under applicable law to pass through to Customer (e.g., universal service fund ("USF") charges, franchise fees etc.).
 - (c) **Change Requests.** Any charges associated with Service and Equipment installations, changes, or additions requested by Customer subsequent to executing a Service Order for the applicable site are the sole financial responsibility of Customer. Charter shall notify Customer, in writing, of any additional OTCs and/or adjustments to MSFs associated with or applicable to such Customer change requests prior to making any such additions or modifications. Customer's failure to accept such additional charges within three days of receiving such notice shall be deemed a rejection by Customer, and Charter shall not be liable to perform any work giving rise to such charges. For accepted charges, Customer shall be assessed such additional OTCs and/or adjustments of the MSFs either (i) in advance of implementation of the change request or (ii) beginning on Customer's next and/or subsequent invoice(s).
 - (d) **Site Visits and Repairs.** If Customer's misuse, abuse or modification of the Services, Equipment or Network results in a visit to the Customer site for inspection, correction or repair, Charter may charge Customer a site visit fee as well as charges for any resulting Equipment or Network repair or replacement, which may be necessary.
 - (e) **Invoicing Errors.** Customer must provide written notice to Charter of any invoice errors or disputed charges within 30 days of the invoice date on which the errors and/or disputed charges appear for Customer to receive any credit that may be due. Customer must have and present a reasonable basis for disputing any amount charged.
 - (f) **Late Fees.** Undisputed amounts not paid within 30 days of the invoice date shall be past due and subject to a late fee of not more than 1.5% per month or the maximum amount permitted by law.
 - (g) **Non-payment.** If Services are suspended due to late payment, Charter may require that Customer pay all past due charges, a reconnect fee, and one or more MSFs in advance before reconnecting Services.
 - (h) **Collection Fees.** Charter may charge a reasonable service fee for all returned checks and bank card, credit card or other charge card charge-backs. Customer shall be responsible for all expenses, including reasonable attorney fees and collection costs, incurred by Charter in collecting any unpaid amounts due under this Agreement.
 - (i) **Bundled Pricing.** If Customer has selected a Spectrum Business Bundle ("SBB") specifically, the following conditions shall apply:
 - i. In consideration for Customer's purchase of all Services in the SBB and only with respect to that period of time during which Customer continues to purchase such SBB, Charter shall apply a discount to the Services ordered under the applicable Service Order(s). Such discount has been applied to the Services included in

Charter's bundled pricing offer and is reflected in the MSF for such Services.

- ii. Upon discontinuation or termination by Customer of any component of a Service of the applicable SBB, the pricing for the remaining Services shall revert to Charter's a la carte pricing for such Services in effect at the time. Termination liability applicable to the Services under this Agreement shall otherwise remain unchanged.

4. SERVICE LOCATION ACCESS AND INSTALLATION.

- (a) Access. Charter will require reasonable access to each service location listed on a Service Order ("Service Location") as necessary for Charter to review, install, inspect, maintain or repair any Equipment or Materials necessary to provide the Services. If Customer owns or controls the Service Location(s), Customer grants Charter permission to enter the Service Location(s) for the exercise of such right. If a Service Location is not owned and/or controlled by Customer, Customer will obtain, with Charter's assistance, appropriate right of access. If such right of access for Charter is not obtained by either party, then Charter's obligations with respect to such Service Location shall be considered null and void.

- (b) Installation Review; Subsequent Interference. Charter may perform an installation review of each Service Location prior to installation of the Services. Upon request, Customer shall provide Charter with accurate site and/or physical network diagrams or maps of a Service Location, including electrical and other utility service maps, prior to the installation review. If Charter determines that safe installation and/or activation of one or more of the Services will have negative consequences to Charter's personnel or Network or cause technical difficulties to Charter or its customers, Charter may terminate the Service Order effective upon written notice to Customer or may require Customer to correct the situation before proceeding with installation or activation of the Services.

If during a Service Period, or any renewal thereof, (i) proper operation of Equipment or provision of a Service is no longer unhindered or possible as a result of interference or obstruction due to any cause other than Charter or (ii) such interference/obstruction or its cause may endanger, hinder, harm or injure Charter's personnel or Network and/or cause technical difficulties to Charter or its customers, Charter may terminate the affected Service Order(s) without liability upon written notice to Customer.

- (c) Site Preparation. Customer shall be responsible for necessary preparations at its location(s) for delivery and installation of Equipment and the installation and ongoing provision of Services, including the relocation of Customer's equipment, furniture and furnishings as necessary to access the Equipment or Services. Upon request, Customer shall provide any available electrical, utility service, and/or general physical network diagrams or maps prior to installation or maintenance work to be undertaken by Charter.

- (d) Installation. Charter will schedule one or more installation visits with Customer. Customer's authorized representative must be present during installation. If during the course of installation Charter determines additional work is necessary to enable Charter to deliver the Services to the Service Location, Charter will notify Customer of any additional OTCs. If Customer does not agree to pay such OTCs by executing a revised Service Order within five business days of receiving the same, Customer and Charter shall each have the right to terminate the applicable Service Order. Customer shall connect Customer's computer or network to applicable Charter-provided Equipment to enable access to the Services. Charter shall be responsible for reasonable restoration efforts necessary to address any displacement resulting from excavation.

- (e) Ongoing Visits. Charter will need periodic access for inspection, operation and maintenance of the Network. Except in emergency situations, Charter will obtain approval from Customer (not to be unreasonably withheld or delayed) before entering Customer Premises. At Charter's request, Customer, or a representative designated by Customer, will accompany Charter's employees or agents into any unoccupied unit for any purpose relating to the Equipment.

5. EQUIPMENT AND MATERIALS.

- (a) Responsibilities and Safeguards. Except as otherwise provided in this Agreement or any Service Order(s), neither party shall be responsible for the maintenance or repair of cable, electronics, structures, Equipment or materials owned by the other party; provided, however, that subject to the indemnification limitations set forth in this Agreement, each party shall be responsible to the other for any physical damage or harm such party causes to the other party's personal or real property through the damage-causing party's negligence or willful misconduct. Customer shall:

- i. Safeguard Equipment against others;
- ii. Not add other equipment nor move, modify, disturb, alter, remove, nor otherwise tamper with any portion of the Equipment;
- iii. Not hire nor permit anyone other than personnel authorized by Charter acting in their official capacity to perform any work on Equipment; and
- iv. Not move nor relocate Equipment to another location or use it at an address other than the Service location without the prior written consent of Charter.

Any unauthorized connection or other tampering with the Services or Equipment shall be cause for immediate suspension of Services, termination of this Agreement and/or legal action, and Charter shall be entitled to recover damages, including the value of any Services and/or Equipment obtained in violation of this Agreement in addition to reasonable collection costs including reasonable attorney fees. Should any antenna, or signal

amplification system for use in connection with communication equipment hereafter be installed on the Premises which interferes with the Services, Charter shall not be obligated to distribute a signal to the Premises better than the highest quality which can be furnished without additional cost to Charter as a result of such interference, until such time as the interference is eliminated.

- (b) Customer Security Responsibilities. Customer shall be responsible for the implementation of reasonable security measures and procedures with respect to use of and access to the Service and/or Equipment. Charter may suspend the Services upon learning of a breach of security and will attempt to contact Customer in advance, if practicable.
- (c) Ownership. Notwithstanding any other provision contained in this Agreement to the contrary, all Equipment and materials installed or provided by Charter are and shall always remain the property of Charter, shall not become a fixture to the Premises, and must be returned to Charter at any time Services are disconnected in the condition in which they were received subject to ordinary wear and tear. Customer will not sell, lease, assign nor encumber any Equipment. Customer shall not obtain or acquire title to, interest or right (including intellectual property rights) in the Service or Equipment other than to the limited extent of use rights expressly granted under this Agreement.
- (d) Equipment Return, Retrieval, Repair and Replacement. Immediately upon termination of this Agreement and/or Service Order(s) ("Termination"), at the discretion of Charter, Customer shall return, or allow Charter to retrieve, the Equipment supplied by Charter to Customer. Failure of Customer to return, or allow Charter to retrieve, Equipment within 10 days after Services are terminated will result in a charge to Customer's account equal to the retail cost of replacement of the unreturned Equipment. Customer shall pay for the repair or replacement of any damaged Equipment, except such repairs or replacements as may be necessary due to normal and ordinary wear and tear or material/workmanship defects, together with any costs incurred by Charter in obtaining or attempting to regain possession of such Equipment, including reasonable attorney fees.
6. **ADMINISTRATIVE WEB SITE.** Charter may, at its sole option, make one or more administrative web sites available to Customer in connection with Customer's use of the Services (each an "Administrative Web Site"). Charter may furnish Customer with one or more user identifications and/or passwords for use on the Administrative Web Site. Customer shall be responsible for the confidentiality and use of such user identifications and/or passwords and shall immediately notify Charter if there has been an unauthorized release, use or other compromise of any user identification or password. In addition, Customer agrees that its authorized users shall keep confidential and not distribute any information or other materials made available by the Administrative Web

Site. Customer shall be solely responsible for all use of the Administrative Web Site, and Charter shall only be entitled to rely on all Customer uses of and submission to the Administrative Web Site as authorized by Customer. Charter shall not be liable for any loss, cost, expense of other liability arising out of any Customer use of the Administrative Web Site, Charter may change or discontinue the Administrative Web Site, or Customer's right to use the Administrative Web Site, at any time. Additional terms and policies may apply to Customer's use of the Administrative Web Site. These terms and policies will be posted on the site.

7. [INTENTIONALLY DELETED]

8. [INTENTIONALLY DELETED]

9. [INTENTIONALLY DELETED]

10. **DATA NETWORKING** (aka "DATA TRANSPORT"). Charter will provide Data Networking Services for Customer locations connected over coaxial and/or fiber-optic cable. Connectivity is established between two or more customer end-points under a unique customer topology. Charter will install the coaxial or fiber-optic cable into each Customer site as listed in the Service Order(s). Charter will also supply an edge device at each site that will be capable of receiving the Service as specified in the Service Order(s).

- i. Charter will terminate fiber-optic cable on a patch panel or provide a coaxial outlet at an agreed upon minimum point of penetration (MPOP) up to 50 feet within each facility (unless otherwise specified in the Service Order). If the hand-off point of the Data Networking Service at Customer's premise exceeds this distance, Customer may be responsible for any additional costs for internal wiring.
- ii. Customer will make available to Charter a building ground connection at each location that meets current electrical codes for the placement of a fiber-optic patch panel and/or coaxial outlet. Unless otherwise specified in the applicable Service Order, it is recommended that Customer provide a separate 20 Amp 110V AC circuit for the edge electronics, which is powered by a UPS system. Customer-supplied routing will be necessary for communication between each Service Location.
- iii. If Customer has selected "Monitoring" for a Service, Charter shall monitor the Services 24 hours a day, seven days a week. Customer shall contact the Enterprise and Strategic Marketing Network Operations Center at 1-866-603-3199 or subsequent number to report Data Networking Service problems. Additional fees may apply for Monitoring over coaxial cable.
- iv. In the event Customer is receiving Data Networking Services: Optical Ethernet EP-LAN or EVP-LAN, Charter recommends that the Customer place a router at each ingress/egress point (on Customer's side of the demarcation), which will reduce the number of customer media access control ("MAC") addresses which must be learned by Charter's network (aka 'masking') in order to

be conveyed. In the event Customer chooses not to place a router on its side of the demarcation, Charter will place limitations on the number of MAC addresses that will be learned by Charter's network and, in circumstances where the customer exceeds these limitations, some Customer network traffic will be denied from entering Charter's network. Additional monthly fees will be applied if the number of MAC addresses on a given EVC (Ethernet Virtual Connection) exceeds 500, and Charter will not allow more than 1000 MAC addresses onto the network.

11. **NO THIRD-PARTY HARDWARE OR SOFTWARE SUPPORT.** Customer is responsible for the installation, repair and use of Customer-supplied third-party hardware and/or software. For purposes of this Agreement the Hosting Software shall be considered third party software. Charter does not support third-party hardware or software supplied by Customer. Any questions concerning third-party hardware or software should be directed to the provider of that product. Charter assumes no liability or responsibility for the installation, maintenance, compatibility or performance of third party software, any Customer-supplied hardware or software with the Services. If such third-party equipment or software impairs the Services, Customer shall remain liable for payments as agreed (if any) without recourse for credit or prorated refund for the period of impairment. Charter has no responsibility to resolve the difficulties caused by such third-party equipment or software. If, at Customer's request, Charter should attempt to resolve difficulties caused by such third-party equipment or software, such efforts shall be performed at Charter's discretion and at then-current commercial rates and terms.
12. **CUSTOMER USE.** Customer shall not re-sell or re-distribute access to the Service(s) or system capacity, or any part thereof, in any manner without the express prior written consent of Charter. However, for purposes of clarification and only with respect to Access EPL or Access EVPL Services, Customer may use such Service (e.g. Ethernet, point to point, WAN) to append its network as a means of providing its own non-broadband services to its end customers. In any case, Customer shall not offer to any third party any Service delivered under this Agreement as a standalone Service. Customer shall not use or permit third parties to use the Service(s), including the Equipment and software provided by Charter, for any illegal purpose, or to achieve unauthorized access to any computer systems, software, data, or other copyright or patent protected material. Customer shall not interfere with other customers' use of the Equipment or Services or disrupt the Charter Network, backbone, nodes or other Services. Violation of any part of this Section is grounds for immediate Termination of this Agreement and/or all Service Orders in addition to any other rights or remedies Charter may have.
13. **PERFORMANCE.** Charter will use commercially reasonable efforts in keeping with normal industry standards to ensure that the Service is available to Customer 24 hours per day, seven days per week. It is

possible, however, that there will be interruptions of Service. The Service may be unavailable from time-to-time either for scheduled or unscheduled maintenance, technical difficulties, or for other reasons beyond Charter's reasonable control. Temporary service interruptions/outages for such reasons, as well as service interruptions/outages caused by Customer, its agents and employees, or by a Force Majeure Event, shall not constitute a failure by Charter to perform its obligations under this Agreement, and Customer will not hold Charter at fault for loss of Customer revenue or lost employee productivity due to Service outages.

14. **DEFAULT; SUSPENSION OF SERVICE; TERMINATION.** No express or implied waiver by Charter of any event of default shall in any way be a waiver of any further subsequent event of Default. Nothing herein, including Termination, shall relieve Customer of its obligation to pay Charter all amounts due.
- (a) **Default by Customer.** Customer shall be in default under this Agreement if Customer does one or more of the following things (each individually to be considered a separate event of default) and Customer fails to correct each such noncompliance within 30 days of receipt of written notice:
- i. Customer is more than 30 days past due with respect to any payment required hereunder;
 - ii. Customer otherwise has failed to comply with the terms of this Agreement or any other Service Order(s) incorporated herein.
- (b) **Termination for Convenience.** Notwithstanding any other term or provision in this Agreement, Customer shall have the right to terminate a Service Order, or this Agreement in whole or part, at any time during the Service Period upon thirty (30) days prior written notice to Charter, and subject to payment of all outstanding amounts due, any applicable Termination Charges, and the return of any Charter Equipment.
- (c) **Charter's Right to Terminate and Termination Charge.** If Customer is in default, Charter shall have the right, at its option, without prior notice, and in addition to any other rights of Charter expressly set forth in this Agreement and any other remedies it may have under applicable law to:
- i. Immediately suspend Services to Customer until such time as the underlying noncompliance has been corrected without affecting Customer's on-going obligation to pay Charter any amounts due under this Agreement (e.g., the MSFs) as if such suspension of Services had not taken place;
 - ii. Terminate the Services, this Agreement or the applicable Service Order(s).
- If Termination is due to noncompliance by Customer or is elected/done by Customer for convenience, Customer must pay Charter a Termination charge (a "Termination Charge"), which the parties recognize as liquidated damages. This Termination Charge shall be equal to 50% of the unpaid balance of the MSFs that would have been

due throughout the remainder of the applicable Service Period plus 100% of (1) the outstanding balance of any and all OTCs plus (2) any and all previously waived OTCs.

(d) Default by Charter. Charter shall be in default under this Agreement if Charter fails to comply with the terms of this Agreement and/or any or all of the applicable Service Order(s), and Charter fails to remedy each such noncompliance or occurrence within 30 days of receipt of written notice from Customer describing in reasonable detail the nature, scope and extent of the default or noncompliance.

(e) Customer's Right to Terminate and Termination Charge.

i. In the event Customer wishes to terminate a Service without cause, Customer shall be liable for the same Termination Charges as described above.

ii. Customer shall have the right, at its option and in addition to any other remedies it may have, to terminate any applicable Service Order(s), if the underlying event of default and/or noncompliance by Charter is limited to Services provided under the applicable Service Order(s) or this Agreement, if such noncompliance is not so limited, provided that Charter's diligent efforts to correct such breach are not commenced and pursued within 30 days after Charter's receipt of a written notice from Customer describing in reasonable detail the nature, scope and extent of the event of default/noncompliance.

iii. If Termination is due to noncompliance by Charter, Charter shall reimburse Customer for any pre-paid, unused MSFs attributable to such terminated Service Order(s). In addition, if Termination is due to noncompliance by Charter within one year of the applicable Turn-Up Date, Charter shall pay a Termination Charge, which the parties recognize as liquidated damages, equal to a portion of any OTC that has already been paid by Customer to Charter relative to Service at the sites covered by the terminated Service Order. This Termination Charge shall be equal to the product of a) the number of months (including partial months) remaining in the initial 12 months of the initial Service Period at the time of Termination and b) a ratio in which the numerator is the total of OTCs paid to date and the denominator is 12.

15. LIMITATION OF LIABILITY. PLEASE READ THIS SECTION CAREFULLY, IT CONTAINS DISCLAIMERS OF WARRANTIES AND LIMITATIONS OF LIABILITY.

(a) Limited Warranty. At all times during the Service Period, Charter warrants that it will use commercially reasonable efforts in keeping with industry standards to cause the Services to be available to Customer. Charter does not warrant that Services will be error free.

THE FOREGOING LIMITED WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL EXPRESS AND IMPLIED WARRANTIES WHATSOEVER.

EXCEPT AS OTHERWISE STATED IN THIS AGREEMENT, CHARTER MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY SERVICE AND SPECIFICALLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS.

WITHOUT LIMITING ANY EXPRESS PROVISIONS OF THIS AGREEMENT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL RELIANCE OR PUNITIVE DAMAGES (INCLUDING LOST BUSINESS, REVENUE, PROFITS, OR GOODWILL) ARISING IN CONNECTION WITH THIS AGREEMENT OR THE PROVISION OF SERVICES, INCLUDING ANY SERVICE IMPLEMENTATION DELAYS AND/OR FAILURES, UNDER ANY THEORY OF TORT, CONTRACT, WARRANTY, STRICT LIABILITY OR NEGLIGENCE, EVEN IF THE PARTY HAS BEEN ADVISED, KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. CHARTER'S MAXIMUM LIABILITY TO CUSTOMER WITH REGARD TO ANY SERVICE SHALL NOT EXCEED THE AMOUNT, EXCLUDING OTCs, PAID OR PAYABLE BY CUSTOMER TO CHARTER FOR THE APPLICABLE SERVICE IN THE THREE MONTHS IMMEDIATELY PRECEDING THE EVENTS GIVING RISE TO THE CLAIM.

THE FOREGOING LIMITATIONS APPLIES TO ALL CAUSES OF ACTIONS AND CLAIMS, INCLUDING BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, MISREPRESENTATION AND OTHER TORTS.

Any warranty claim by Customer must be made within 30 days after the applicable Services have been performed. Charter's sole obligation and Customer's sole remedy, with respect to any breach of the limited warranty set forth herein, shall be a prorated refund of the fees paid by Customer based on the period of time when the Services are out of compliance with this limited warranty provision.

(b) Content. Any content that Customer may access or transmit through any Service is provided by independent content providers, over which Charter does not exercise and disclaims any control. Charter neither previews content nor exercises editorial control; does not endorse any opinions or information accessed through any Service; and assumes no responsibility for content. Charter specifically disclaims any responsibility for the accuracy or quality of the information obtained using the Service. Such content or programs may include programs or content of an infringing, abusive, profane or sexually offensive nature. Customer and its authorized users accessing other parties' content through Customer's facilities do so at Customer's own risk, and Charter assumes no liability whatsoever for any claims, losses, actions, damages, suits or proceedings arising out of or otherwise relating to such content.

- (c) Damage, Loss or Destruction of Software Files and/or Data. Customer uses the Services and Equipment supplied by Charter at its sole risk. Charter does not manufacture the Equipment, and the Services and Equipment are provided on an "as is basis" without warranties of any kind. Charter assumes no responsibility whatsoever for any damage to or loss or destruction of any of Customer's hardware, software, files, data or peripherals which may result from Customer's use of any Service. Charter does not warrant that data or files sent by or to Customer will be transmitted in uncorrupted form or within a reasonable period of time.
- (d) Unauthorized Access. If Customer chooses to run or offer access to applications from its equipment that permits others to gain access through the Network, Customer must take appropriate security measures. Failing to do so may cause immediate termination of Customer's Service by Charter without liability for Charter. Charter is not responsible for and assumes no liability for any damages resulting from the use of such applications, and Customer shall hold harmless and indemnify the Charter Indemnified Parties from and against any claims, losses, or damages arising from such use. Charter is not responsible and assumes no liability for losses, claims, damages, expenses, liability, or costs resulting from others accessing Customer's computers, its internal network and/or the Network through Customer's equipment.
- (e) Force Majeure Event. Neither Party shall be liable to the other for any delay, inconvenience, loss, liability or damage resulting from any failure or interruption of Services, directly or indirectly caused by circumstances beyond such party's control, including but not limited to denial of use of poles or other facilities of a utility company, labor disputes, acts of war or terrorism, criminal, illegal or unlawful acts, natural causes, mechanical or power failures, or any order, law or ordinance in any way restricting the operation of the Services. Changes in economic, business or competitive condition shall not be considered a Force Majeure Event.
16. **INDEMNIFICATION.** In addition to its specific indemnification responsibilities set forth elsewhere in this Agreement and as permissible under applicable law, Customer at its own expense, shall indemnify, defend and hold harmless Charter and its directors, employees, representatives, officers and agents, (the "Indemnified Parties") against any and all claims, liabilities, lawsuits, damages, losses, judgments, costs, fees and expenses incurred by Charter Indemnified Parties, including reasonable attorney fees and court costs incurred by Charter Indemnified Parties under this Agreement, to the full extent that such arise from Customer's misrepresentation with regard to or noncompliance with the terms of this Agreement and any or all Service Orders, Customer's failure to comply with applicable law, and/or Customer's negligence or willful misconduct. Charter Indemnified Parties shall have the right but not the obligation to participate in the defense of the claim at Customer's cost and Customer shall cooperate with Charter Indemnified Parties in such case.

Charter agrees, at its own expense, to indemnify, defend and hold harmless Customer and its affiliates, directors, employees, representatives, officers and agents, (the "Customer Indemnified Parties") against any and all claims, liabilities, lawsuits, direct damages, losses, judgments, costs, fees and expenses incurred by Customer Indemnified Parties (including but not limited to, reasonable attorneys' fees and court costs), to the full extent that such arise directly from (1) Charter's failure to comply with applicable law, (2) physical damage to personal or real property caused by the negligent or willful misconduct of Charter, its employees or contractors, at the Site(s) during the installation or maintenance of the Equipment, and/or (3) third party claims that any of the Charter-owned or controlled equipment, facilities, and/or system used to deliver the Services infringes upon the intellectual property rights of such third party. Customer Indemnified Parties shall have the right but not the obligation to participate in the defense of the claim at Charter's cost and Charter agrees to cooperate with the Customer Indemnified Parties in such case.

The Customer understands and agrees that Charter disclaims and shall not be responsible for any liability to the full extent that such arises from Customer's misrepresentation with regard to or noncompliance with the terms of this Agreement and/or any Service Order, Customer's failure to comply with applicable law, and/or Customer's negligence or willful misconduct.

17. **TITLE.** Title to the Equipment shall remain with Charter during the applicable Service Period. Customer shall keep that portion of the Equipment located on Customer premises free and clear of all liens, encumbrances and security interests. Upon termination of Service or expiration of a Service Order's Service Period for a specific site, Charter shall have the right to remove all Equipment components and/or leave any of such components in place, assigning title and interest in such components to Customer, it being understood that no further notice or action is required to accomplish the assignment contemplated hereunder. Charter shall have the right to remove the Equipment and all components within 60 days after such termination.
18. **COMPLIANCE WITH LAWS.** Customer shall not use or permit third parties to use the Services in any manner that violates applicable law or causes Charter to violate applicable law. Both parties shall comply with all applicable laws and regulations when carrying out their respective duties hereunder.
19. **PRIVACY.** Charter treats private communications on or through its Network or using any Service as confidential and does not access, use or disclose the contents of private communications, except in limited circumstances and as permitted by law. Charter also maintains a Privacy Policy with respect to the Services in order to protect the privacy of its customers. The Privacy Policy may be found

on Charter's website at www.business.spectrum.com. The Privacy Policy may be updated or modified from time to time by Charter, with or without notice to Customer.

20. **GENERAL CUSTOMER REPRESENTATIONS AND OBLIGATIONS.** Customer represents to Charter (a) that Customer has the authority to execute, deliver and carry out the terms of this Agreement and associated Service Orders and (b) that any person who accesses any Services through Customer's equipment or through the Network facilities in Customer's Premises will be an authorized user, will use the Service, Network and/or Network facilities in an appropriate and legal manner, and will be subject to the terms of this Agreement. Customer is responsible for ensuring its users of the Service comply with the terms of this Agreement. Customer shall be responsible for all access to and use of the Service by means of Customer's equipment, whether or not Customer has knowledge of or authorizes such access or use. Customer shall be solely liable and responsible for all charges incurred and all conduct through either authorized or unauthorized use of the Service, until informs Charter of any breach of security.

21. **NOTICES.** Any notices to be given under this Agreement shall be validly given or served only if in writing and sent by nationally recognized overnight delivery service or certified mail, return receipt requested, to the following addresses:

If to Charter:
Charter Communications, Inc.
ATTN: Spectrum Business
12405 Powerscourt Drive
St. Louis, MO 63131

With copies to:
Charter Communications, Inc.
ATTN: Commercial Contracts Management
Dept: Corporate - Legal Operations
12405 Powerscourt Drive
St. Louis, MO 63131

Notices to Customer shall be sent to the Customer billing address.

Each party may change its respective address (es) for legal notice by providing notice to the other party.

22. **MISCELLANEOUS.**

(a) **Entire Agreement; Signatures.** This Agreement and any related, executed Service Order(s) constitute the entire Agreement with respect to the Services, Network and Equipment. This Agreement supersedes all prior understandings, promises and undertakings, if any, made orally or in writing by or on behalf of the parties with respect to the subject matter of this Agreement. This Agreement may be executed in one or more counterparts, each of which is an original, but together constituting one and the same instrument. Execution of a facsimile copy will have the same force and effect as execution of an original, and a facsimile signature will be deemed an original and valid signature.

(b) **No Amendments, Supplements or Changes.** Except for pricing terms as set forth in this Agreement, this Agreement and the associated executed Service Order(s) may not be amended, supplemented or changed without both parties' prior written consent.

(c) **No Assignment or Transfer.** The parties may not assign or transfer (directly or indirectly by any means, by operation of law or otherwise) this Agreement and the associated Service Order(s), or their rights or obligations hereunder to any other entity without first obtaining written consent from the other party, which consent shall not be unreasonably withheld; provided, however, that without Customer's consent, Charter may assign this Agreement and the associated executed Service Order(s) to affiliates controlling, controlled by or under common control with Charter, or to its successor-in-interest if Charter sells some or all of the underlying communications system.

(d) **Severability.** If any term, covenant, condition or portion of this Agreement or any related, executed Service Order(s) shall, to any extent, be invalid or unenforceable, the remainder of this Agreement or any related, executed Service Order(s) shall not be affected and each remaining term, covenant or condition shall be valid and enforceable to the fullest extent permitted by law.

(e) **Governing Law.** The law of the state in which the Services are provided (excluding its conflicts of law provisions) shall govern the construction, interpretation, and performance of this Agreement, except to the extent superseded by federal law. IN ANY AND ALL CONTROVERSIES OR CLAIMS ARISING OUT OF OR RELATING TO THIS AGREEMENT, ITS NEGOTIATION, ENFORCEABILITY OR VALIDITY, OR THE PERFORMANCE OR BREACH THEREOF OR THE RELATIONSHIPS ESTABLISHED HEREUNDER, CUSTOMER AND CHARTER EACH HEREBY WAIVES ITS RIGHT, IF ANY, TO TRIAL BY JURY.

(f) Both parties had the opportunity to review and participate in the negotiation of the terms of this Agreement and the Service Order(s) and, accordingly, no court construing this Agreement and any Service Order(s) shall construe it more stringently against one party than against the other.

(g) **No Third Party Beneficiaries.** The terms of this Agreement and the parties' respective performance of obligations as described are not intended to benefit any person or entity not a party to this Agreement, and the consideration provided by each party hereunder only runs to the respective parties hereto, and that no person or entity not a party to this Agreement shall have any rights hereunder nor the right to require performance of obligations by either of the parties hereto.

Waiver. Except as otherwise provided herein, the failure of Charter to enforce any provision of this Agreement shall not constitute or be construed as a waiver of such provision or of the right to enforce such provision.

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



ITEM
3.21
(ID # 4080)

MEETING DATE:

Tuesday, May 9, 2017

FROM : RIVERSIDE COUNTY INFORMATION TECHNOLOGY:

SUBJECT: RIVERSIDE COUNTY INFORMATION TECHNOLOGY: Approve Amendment No. 1 to the existing five (5) year Agreement for upgrade of the County's CORE Backbone Circuits with Charter Communications Holdings, LLC, dba Spectrum Business. [All Districts]; [Total cost \$720,380, 100% RCIT Operating Funds]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve and execute Amendment No. 1 to Agreement No., 201506254307537 for the upgrade of the County's Core Backbone from 1 Gbps to 10 Gbps with Spectrum Business (Charter Communications Holdings, LLC) to increase the Agreement by up to \$59,663 annually, from \$99,937 up to \$ 159,600 annually, for services through January 2021.
2. Authorize the Purchasing Agent, in accordance with Ordinance No. 459, based on the availability of funding and as approved by County Counsel to: sign amendments that do not change the substantive terms of the Agreement; and sign amendments to the compensation provisions that do not exceed 3 percent annually.

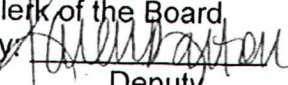
ACTION: Policy


Steve Reneker, Chief Information Officer 4/25/2017

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Tavaglione, Washington and Ashley
Nays: None
Absent: None
Date: May 9, 2017
xc: RCIT, Purchasing

Kecia Harper-Ihem
Clerk of the Board
By: 
Deputy

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

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 112,485	\$ 159,600	\$ 720,380	\$ 159,600
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: 100% Funded by RCIT Operating Fund - 45500			Budget Adjustment: No	
			For Fiscal Year: 16/17 – 20/21	

C.E.O. RECOMMENDATION: Approve.

BACKGROUND:

Summary

Riverside County Information Technology (RCIT) supports the County of Riverside private network, CORNET, with connectivity to more than 40 County departments at approximately 350 locations across the county. CORNET utilizes "hub and spoke" connectivity to connect all of the County locations to CORNET at three (3) locations with the hub at the Riverside CAC. The hubs are located in Murrieta, Indio and Hemet and are connected using 1Gbps service provider circuits. As department business needs increase with the roll out of new technologies and applications, bandwidth requirements also increase.

RCIT continually monitors and analyzes the CORNET data traffic to ensure it can meet departmental data network traffic. Based on current bandwidth usage with the deployment of new applications such as BodyCam Video for Sheriff Deputies, Security Cameras at County offices, offsite backups for Disaster Recovery, etc., RCIT proposes to upgrade the existing 1Gbps 'Backbone' circuits to 10Gbps to support the growing bandwidth needs of County Departments. This will ensure that sufficient capacity on CORNET is available for current and foreseeable needs. No new data network hardware will be required as equipment will be repurposed from the 10th floor computer room relocation project.

Impact on Residents and Businesses

There is no negative impact on resident or businesses within the County of Riverside. This project is to increase our network bandwidth at each of our hub locations due to the increase in network traffic. The traffic traversing these links allow county department's access to their local resources such as hosted email, departmental applications, internet, HR and Financial system and storage.

SUPPLEMENTAL:

Additional Fiscal Information: (Annual Cost Summary)

Year	Contract Period	Annual Amount	Estimated Applicable Taxes, Fees & Surcharges	Total
1	01/04/2016 - 01/03/2017	\$ 93,312.00	\$ 6,625.15	\$ 99,937.15

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

2	01/04/2017 - 01/03/2018	\$ 122,304.00	\$ 17,838.56	\$ 141,642.56
3	01/04/2018 - 01/03/2019	\$136,800.00	\$ 22,800.00	\$ 159,600.00
4	01/04/2019 - 01/03/2020	\$136,800.00	\$ 22,800.00	\$ 159,600.00
5	01/04/2020 - 01/03/2021	\$136,800.00	\$ 22,800.00	\$ 159,600.00
CONTRACT TOTALS		\$626,016.00	\$ 92,863.71	\$ 720,379.71

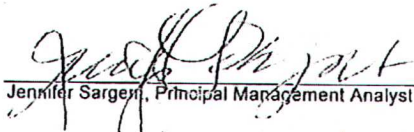
Contract History and Price Reasonableness

In July of 2015, the Purchasing Department, on behalf of RCIT, released Request for Quote (RFQ) No. ITARC-355 entitled, "1GB Core Backbone Circuit." The bid was posted on Public Purchase through which 38 vendors were notified using a classification match. Five vendors responded with annual costs ranging from \$93,312 to \$387,915. Spectrum Business (Charter Communications) was selected as the lowest, responsive and responsible bidder resulting in the award of a 60-month contract renewable annually.

This amendment will increase the County's core backbone circuit from 1 Gbps to 10 Gbps. The annual service amount will increase from \$99,937 to \$159,600, including estimated applicable taxes, fees and surcharges.

ATTACHMENTS:

- ATTACHMENT A. Amendment to Agreement No. 201506254307537**
- ATTACHMENT B. H11-Technology Procurement Form – Approved**
- ATTACHMENT C. Originating Agreement No. 201506254307537**


Jennifer Sargeant, Principal Management Analyst

5/4/2017


Lisa Brandl, Director of Purchasing and Fleet Services

4/27/2017


Gregory V. Priapros, Director County Counsel

4/27/2017



SERVICE ORDER

Under the Spectrum Enterprise Service Agreement

This Service Order is executed on the latest date of signatures set forth below and modifies the Service Agreement No. 201506254307537 dated Nov 30, 2015 by and between Charter Communications Operating, LLC, ("Spectrum Business" or "Charter") with local offices at 12405 Powerscourt Drive, St. Louis, Missouri 63131 and County of Riverside-ITARC069, ("Customer") with offices located at 4080 Lemon St, Riverside, CA 92501. Except as specifically modified herein, all other terms and conditions of the Agreement and Commercial Terms of Service shall remain unamended and in full force and effect.

CUSTOMER INFORMATION:

Account Name: County of Riverside-ITARC069
Invoicing Address:
Invoicing Special Instructions:

SITE-SPECIFIC INFORMATION:

Order Type: Mid Contract: Upgrade
Service Location (Address): 4080 LEMON ST, RIVERSIDE, CA 92501
Service Location Name (for purposes of identification): _____
Service Location Special Instructions: _____

Non-Hospitality or Non-Video

SITE-SPECIFIC INFORMATION:

Order Type: Mid Contract: Upgrade
Service Location (Address): 30755 Auld Rd, Murrieta, CA 92563
Service Location Name (for purposes of identification): _____
Service Location Special Instructions: _____

Non-Hospitality or Non-Video

SITE-SPECIFIC INFORMATION:

Order Type: Mid Contract: Upgrade
Service Location (Address): 82695 Doctor Carreon Blvd, Indio, CA 92201
Service Location Name (for purposes of identification): _____

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Sonya Callahan
E-signed 2017-04-25 01:04PM MDT
sonya.callahan@charter.com
Director of Sales

MAY 09 2017 3.21

MONTHLY RECURRING CHARGES : 82695 Doctor Carrcon Blvd, Indio, CA 92201	
Data Services:	
<i>Spectrum Business Bundle: No Bundle *</i>	
<u>Base Service</u> Network Miles: Class of Service: Standard CoS	\$ 1,900.00
MEF Service Types (if applicable): EPL	
Speed: 10 Gbps (Down/Up)	
CPE:	

MONTHLY RECURRING CHARGES : 832 N State St, Hemet Ca 92543	
Data Services:	
<i>Spectrum Business Bundle: No Bundle *</i>	
<u>Base Service</u> Network Miles: Class of Service: Standard CoS	\$ 1,900.00
MEF Service Types (if applicable): EPL	
Speed: 10 Gbps (Down/Up)	
CPE:	

** If Customer has selected the Spectrum Special Offers, the Section 11(b) of the Commercial Terms of Service (for Bundled Pricing) shall apply.*

ONE-TIME CHARGES:
ONE-TIME CHARGES \$ 1,500.00

2. TOTAL FEES.

Total Monthly Recurring Charges of \$ 11,400.00 are due upon receipt of the monthly invoice.

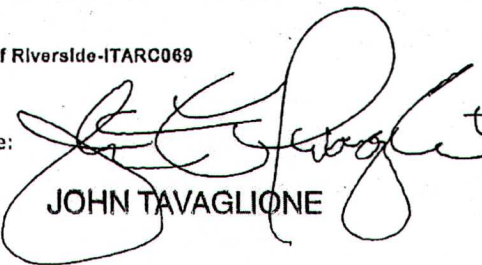
3. **SERVICE PERIOD.** The initial Service Period of this Service Order shall begin on the date installation is completed and shall run concurrently with the Service Agreement referenced above. Upon expiration of the initial term, this Service Order shall automatically renew for successive one-month terms and Spectrum may then apply Spectrum's then-current Monthly Recurring Charges unless either party terminates this Service Order by giving thirty (30) days prior written notice to the other party before the expiration of the current term.
4. **NO UNTRUE STATEMENTS.** Customer further represents and warrants to Spectrum that neither this Service Order, nor any other information, including without limitation, any schedules or drawings furnished to Charter contains any untrue or incorrect statement of material fact or omits or fails to state a material fact.
5. **CONFIDENTIALITY.** Customer hereby agrees to keep confidential and not to disclose directly or indirectly to any third party, the terms of this Service Order or any other related Service Orders, except as may be required by law. If any unauthorized disclosure is made by Customer and/or its agent or representative, Charter shall be entitled to, among other damages arising from such unauthorized disclosure, injunctive relief and Spectrum shall have the option of terminating this Service Order, other related Service Orders and/or the Service Agreement.

CBCR v2 g_strAltOppld

Sonya Callahan
E-signed 2017-04-25 01:04PM MDT
sonya.callahan@charter.com
Director of Sales

6. **ENTIRE AGREEMENT.** The terms and conditions of the Service Agreement will remain in full force and effect, except as modified by this Service Order. This Service Order will serve to supplement the Service Agreement. In the event of any conflict between the provisions of this Service Order and the provisions of the Service Agreement excluding those set forth in Indemnification of the Commercial Terms of Service, the provisions of this Service Order shall prevail. All terms not otherwise defined herein will have the same meaning ascribed to them in the Service Agreement. This Service Order supersedes and replaces any and all other Service Orders, either oral or written, regarding the specific Service Locations. This Service Order may not be amended except by a written agreement signed by both parties. The person signing on behalf of the Customer represents that he/she has full authority to bind Customer to the terms and conditions of this Service Order.
7. **FACSIMILE.** A copy sent via fax machine or scanned and e-mailed of a duly executed Agreement and Service Order signed by both authorized parties shall be considered evidence of a valid order, and Spectrum may rely on such copy of the Agreement and Service Order as if it were the original.

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

County of Riverside-ITARC069	Charter Communications Operating, LLC By: Charter Communications, Inc., Its Manager
Signature: 	Signature: <u>Sonya Callahan</u> <small>Sonya Callahan (Apr 25, 2017)</small>
Name: JOHN TAVAGLIONE	Name: Sonya Callahan
Title: CHAIRMAN, BOARD OF SUPERVISORS	Title: Director of Sales
Date: MAY 09 2017	Date: Apr 25, 2017

Spectrum Business Account Executive:

Name: Enrico M Diaz

FORM APPROVED COUNTY COUNSEL
BY: NEAL R. KIPNIS DATE: 4/12/17

ATTEST
KECIA HARPER-IHEM, Clerk

By: 
DEPUTY

CBCR v2 g_strAltOppld :

Sonya Callahan
E-signed 2017-04-25 01:04PM MDT
sonya.callahan@charter.com
Director of Sales

L-Charter - County of Riverside - Optical Ethernet Agreement - Revised Service Order - 10Gig. Signed by RCIT Legal


Adobe Sign Document History


04/25/2017


Created:	04/24/2017
By:	Erica Azpeitia (erica.azpeitia@charter.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAv4IGDysZR4Akz2rVXJrV5Wy85SR_31wR


"L-Charter - County of Riverside - Optical Ethernet Agreement - Revised Service Order - 10Gig. Signed by RCIT Legal" History

 Document created by Erica Azpeitia (erica.azpeitia@charter.com)
04/24/2017 - 2:32:41 PM EDT - IP address: 173.196.214.239

 Document emailed to Sonya Callahan (sonya.callahan@charter.com) for signature
04/24/2017 - 2:34:02 PM EDT

 Document viewed by Sonya Callahan (sonya.callahan@charter.com)
04/25/2017 - 3:02:36 PM EDT - IP address: 174.76.159.132

 Document e-signed by Sonya Callahan (sonya.callahan@charter.com)
Signature Date: 04/25/2017 - 3:04:39 PM EDT - Time Source: server- IP address: 174.76.159.132

 Signed document emailed to enrico.diaz@charter.com, Erica Azpeitia (erica.azpeitia@charter.com) and Sonya Callahan (sonya.callahan@charter.com)
04/25/2017 - 3:04:39 PM EDT

Service Location Special Instructions: _____

Non-Hospitality or Non-Video

SITE-SPECIFIC INFORMATION:

Order Type: Mid Contract: Upgrade
 Service Location (Address): 832 N State St, Hemet Ca 92543
 Service Location Name (for purposes of identification): _____
 Service Location Special Instructions: _____

Non-Hospitality or Non-Video

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

	Billing Contact	Site Contact	Technical Contact
Name	Matilda Asan	Gary Vancouvering	Martin Fincham
Phone	(951) 953-7501	(951) 955-7744	(951) 955-0631
Cell			
Email Address	masan@rivco.org	gvancouver@rivco.org	mfincham@rivco.org

MONTHLY RECURRING CHARGES : 4080 Lemon St, Riverside Ca 92501	
Data Services:	
Spectrum Business Bundle: No Bundle *	
Base Service Network Miles: Class of Service: Standard CoS	
MEF Service Types (if applicable): EPL	\$ 6,700.00
Speed: 10 Gbps (Down/Up)	
CPE:	

MONTHLY RECURRING CHARGES : 30755 Auld Rd, Murrieta, CA 92563	
Data Services:	
Spectrum Business Bundle: No Bundle *	
Base Service Network Miles: Class of Service: Standard CoS	
MEF Service Types (if applicable): EPL	\$ 1,900.00
Speed: 10 Gbps (Down/Up)	
CPE:	

CBCR v2 g_strAllOppld

Sonya Callahan
 E-signed 2017-04-25 01:04PM MDT
 sonya.callahan@charter.com
 Director of Sales



Use this form to submit a single or sole source requisition for review by your Buyer and/or Procurement Contract Specialist. All procurements valued \$5,000 or more must seek competitive bids from a minimum of three suppliers, or the expectation that three or more suppliers will respond, or be justified by a Single/Sole Source. All purchases exceeding \$50,000 require a formal public bid. Procurement's may not be artificially segregated to lesser dollar amounts for the purpose of bypassing this requirement.

Sole/Single Source service requests that are greater than \$50,000 require additional Board of Supervisors approval.

Supplier Details

Vendor Charter Communications
Fulfillment Address LLCp - Services: (preferred)
 Box 223085
 Pittsburgh, Pennsylvania 15251-2085
 United States
Vendor Phone +1 877-892-4662

Distribution

The system will distribute purchase orders using the method(s) indicated below:

Check this box to customize order distribution information.

Email (HTML Body) maria.frew@charter.com
Contract

Background Information

Please indicate if this is a single or sole source below

Single Source

Have you previously requested and received approval for a sole/single source request for this vendor for your department?

No

If selected "yes", please provide the approved SSJ# below

SSJ#

If selected "yes", was the request approved for a different project?

Purchase Details

1. Supply/Service being requested:

Riverside County Information Technology (RCIT) is requesting approval and authorization to continue using the current Service Agreement No. 201506254307537 for the County's Backbone Circuits / Ethernet Service for up to twelve (12) months effective January 27, 2022 through January 26, 2023. The current agreement executed in 2015 allows RCIT to automatically renew for successive one month terms as needed by the County. During this upcoming 12 month period RCIT will be researching the possibility of alternative solutions or entering a new agreement with Charter to be able to provide County of Riverside Network (CORNET) users with the bandwidth and services required to meet the County's growing network demands.

2. Unique features of the supply/service being requested from this supplier, which no alternative supplier can provide:

The current Spectrum Service Agreement with Riverside County Information Technology (RCIT) provides connectivity and service to

Current Year Cost

6. Identify all costs for this requested purchase.

You do not need to include previous fiscal year amounts. If approval is for multiple years, ongoing costs must be identified below. If annual increases apply to ongoing costs such as CPI or other contract increases, provide the estimated annual cost for each consecutive year. If the annual increase may exceed the Purchasing Agent's authority, Board approval must be obtained.

Describe all current fiscal year costs associated with this procurement in the box below. Insert all one time costs associated with this project in the table below.

This request is to provide 12 months of the County's Core Backbone 10 Gbps service at a

the County's CORE Backbone Circuits for various Departments. Charter has the existing infrastructure in place which is providing the service required by the County of Riverside. New procurement and ordering of circuits could result in an implementation and buildout timeline of a year or more. The continuance of this service will allow for the research and potential procurement of an upgraded service and accommodate potential build out.

3. Reasons why my department requires these unique features and what benefit will accrue to the county:

The approval of this request will allow Riverside County Information Technology (RCIT) to continue to provide circuits and connections to the Riverside, Murrieta, Hemet, and Indio hub locations which provide connectivity and service to the entire County. These circuits will continue to provide the County with the high level of service required to meet the growing needs of departments to meet daily business operation requirements.

4. Period of Performance From: 1/27/2022

Period of Performance To: 1/26/2023

Is this an annually renewable contract or is it fixed term?

Annually Renewable

5. Price Reasonableness:

In July of 2015, the Purchasing Department, on behalf of RCIT, released Request for Quote (RFQ) No. ITARC-355 entitled, "1GB Core Backbone Circuit." The bid was posted on Public Purchase through which 38 vendors were notified using a classification match. Five vendors responded with annual costs ranging from \$93,312 to \$387,915. Charter Communications Holdings, LLC dba Spectrum Business was selected as the lowest, most responsive and responsible bidder resulting in the award of a 60-month contract renewable annually . An amendment was approved May 9, 2017 agenda item 3.21, to increase the County's core backbone circuit from 1 Gbps to 10 Gbps and the annual service amount increased from \$99,937 to \$159,600, including estimated applicable taxes, fees, and surcharges. On January 12, 2021, Agenda Item No. 3.267, the Board of Supervisors authorized the Purchasing Agent to issue a Purchase Order for up to an additional twelve months of service through January 26, 2022. The County is currently paying the Monthly Recurring Charge per the Amendment executed in May 2017. The monthly cost of \$14,000 includes taxes, fees and surcharges.

Projected Board of Supervisor 1/25/2022

Date (if applicable):

Commodity Code 91551

total annual amount of \$168,000. Funding for this request has been budgeted through the normal RCIT budget process

Insert all current fiscal year costs in the table below. Label the 'description' as the item that is being purchased.

Current FY Costs

Description	Price
Core Backbone 10 Gbps Monthly Recurring Cost (including taxes, fees and surcharges): \$14,000	168,000.00

Enter all additional FY costs in the table below .

Only enter one fiscal year cost per line and identify the fiscal year that it pertains to. Fiscal year is from 7/1/00 to 6/30/00.. Example : FY 18/19 \$200

FY	21/22 \$ 84,000.00
FY	22/23 \$ 84,000.00
FY	
FY	
FY	

Additional FY Cost

Describe all additional costs associated with this procurement in the box below. Include the dollar amounts for subsequent fiscal years if it differs from above.

Current Year Cost Total: 168,000.00

Supporting Documentation

If this request is for professional services, attach the service agreement to this sole source request. The Purchasing Agent, or designee, is the signing authority for agreements unless the service is exempted by Ordinance 459, Board delegated authority or by State law.

- Additional supporting documentation includes:
- Previously approved SSJ's
 - other

For all other requests, attach the vendor's cost proposal

Internal Attachments

Purchasing Approval				
	Approved by	Date Approved	Sole Source Number	Approval Conditions/Comments
This section to be filled out by Purchasing Management only upon approval.	Suzanna Hinckley	1/14/2022		

Total 168,000.00