

CITY COUNCIL AGENDA: FEBRUARY 17, 2015

SUBJECT: REQUEST FOR APPROVAL TO ENTER INTO AN AGREEMENT WITH CHARTER FIBERLINK CA-CCO, LLC ("CHARTER") FOR POINT TO POINT VIRTUAL WAN (WIDE AREA NETWORK)

SOURCE: Finance Department – Information Technology (IT) Division

COMMENT: With the construction of the new Public Safety Station, communication infrastructure is essential to connect the new building to the City's datacenter. Charter's point to point virtual WAN ports will provide a direct connection to the City's datacenter switches for a seamless integration. The WAN connection is scalable from 50mbps to 10gbps (gigabits per seconds) within minutes of contacting the vendor. In addition to the installation of WAN ports at the City's datacenter and the new Public Safety Station, a third WAN port at Field Services is requested, to connect remote locations (Fire Station 2, Field Services office, Auto Shop, Laboratory, and the Treatment Plant) to the datacenter. This will allow us to meet current and future voice and data demands as the need arises. These point-to-point ports have a guaranteed network uptime of 99.95%.

Charter has submitted a proposal for the point to point virtual WAN at a monthly service fee of \$480.00 for each port or \$1,440 per month for a service period of 60 months. There are no installation fees or any other charges to establish these connections. The cost of this service will be absorbed in the departments' operating budgets.

These point-to-point virtual WAN connections will allow us to easily integrate City services to the new Public Safety Station and Field Services. This will also allow us to establish a virtual WAN infrastructure to possibly connect future remote locations.

RECOMMENDATION: That City Council authorize the Finance Director or the IT Manager to enter to an agreement with Charter Fiberlink CA-CCO, LLC for point to point virtual WAN service for a term of 60 months.

ATTACHMENT: Charter Data Transport Service Agreement

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Item No. 10



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DATA TRANSPORT 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, ("Charter Business" or "Charter") with a corporate office at 12405 Powerscourt Drive, St. Louis, Missouri 63131 and City of Porterville Public Safety, ("Customer") with offices located at 980 S Jaye St, Porterville, CA 93257.

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.**

SERVICE ORDER

Under the Data Transport Service Agreement

CUSTOMER INFORMATION:

Account Name: City of Porterville

Invoicing Address: _____

Invoicing Special Instructions: _____

1. SITE-SPECIFIC INFORMATION:

Order Type: New Service

Service Location (Address): 291 N Main St, Porterville, Ca 93257

Service Location Name: City of Porterville

Service Location Special Instructions: _____

☒ Non-Hospitality or Non-Video

2. SITE-SPECIFIC INFORMATION:

☒ New ☐ Renew ☐ Change: Order Type: New Customer

Service Location (Address): 555 N Prospect St, Porterville, Ca 93257

Service Location Name: Field Services

Service Location Special Instructions: _____

☒ Non-Hospitality or Non-Video

3. SITE-SPECIFIC INFORMATION:

☒ New ☐ Renew ☐ Change: Order Type: New Customer

Service Location (Address): 980 S Jaye St, Porterville, CA 93257

Service Location Name: City of Porterville Public Safety

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			
Fax			
Cell			
Email Address			

MONTHLY SERVICE FEES: ALL SITES

Data Services:

*Charter Business Bundle: No Bundle **

Base Service Network Miles:

MEF Service Types (if applicable): EPL

3 x \$480.00

Speed: 50 Mbps (Down/Up)

CPE:

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

ONE - TIME CHARGES :

ONE - TIME CHARGES \$0.00

2. TOTAL FEES.

Total Monthly Service Fees of \$1440.00 are due upon receipt of the monthly invoice.

- 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. 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.
- 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.
- 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.

6. **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: _____

Title: _____

Date: _____

Charter Business Account Executive:

Name: Geno Maestas

City of Porterville Public Safety

Signature: _____

Printed Name: _____

Title: _____

Date: _____