

LAKE ARROWHEAD COMMUNITY SERVICES DISTRICT

MEMORANDUM

DATE: SEPTEMBER 24, 2019

TO: BOARD OF DIRECTORS
Lake Arrowhead Community Services District

FROM: 
CATHERINE CERRI, General Manager

SUBJECT: CONSIDER APPROVAL OF BUILD OUT COSTS TO FRONTIER COMMUNICATIONS TO INSTALL FIBER OPTIC CABLE FOR COMMUNICATIONS AT GRASS VALLEY WASTEWATER TREATMENT PLANT

A. RECOMMENDATION

It is recommended that the Board of Directors authorize the District to contract with Frontier Communications for the installation of fiber optic cable to Grass Valley Wastewater Treatment Plant. Service will be provided by the District's current internet provider, TPX Communications.

B. REASON FOR RECOMMENDATION

Communications at GVWWTP are inconsistent and unreliable due to the remote location. Wet weather makes the problem worse. District staff have been attempting to improve this problem with the installation of fiber optic cable but the cost has been significant. Prior quotes from other providers, including Spectrum, have been approximately \$250,000. Frontier has provided us with a quote of \$65,000 to install the cable.

C. BACKGROUND INFORMATION

GVWWTP has had a long history of poor communications. It is not unusual for the entire facility to lose telephone and internet connections on a day by day basis. Wet weather makes the problem worse when it is especially important to have operable communications. Staff are unable to monitor the location remotely.

Over many years, staff have periodically requested quotes for the installation of fiber optic cable but the cost has been significant. This quote from Frontier Communication is the best price we've received in years.

D. FISCAL IMPACT

This is an unbudgeted item. Funds are available from the Wastewater Capital Improvement Fund (210).

E. ENVIRONMENTAL IMPACT

All work will be conducted inside existing conduits and facilities and is therefore not subject to CEQA.

F. ATTACHMENT

Service Agreement from TPX Communications



Quote/Order ID: 268882

Service Agreement

Lake Arrowhead Community Services District

TPx Communications will provide Customer with the specified type and amount of Services at the rates, and terms and conditions listed below and on the Rate Schedule(s) that follow, and Customer shall accept and pay for Services under the Terms and Conditions to which Customer agreed on the Telecommunications Account Agreement (TAA)/Master Service Agreement (MSA) and any related Addendums that follow that govern this Service Agreement. For any Access, MSx, and/or UCx Service listed below that is being added to Services currently provided to Customer at the below referenced Service Location, a new Service Term (as provided in the Term Length below) shall apply to any such Service.

Federal, State and Local Taxes and Other Charges will be applied in accordance with the definitions stated at www.tpx.com/rates.

The term for service(s) being ordered is 36 months. ("Term")

RS ID	Title	Address	Non-Recurring	Recurring
497750	27000 Pilot Rock Rd, Lake Arrowhead CA	27000 Pilot Rock Rd, Lake Arrowhead, CA 92352	\$150.00	\$1,578.00
Totals			\$150.00	\$1,578.00

Agreed by: Customer Signature

 Date

Catherine Cerri

 Customer Name (Print)

General Manager

 Title

Mari Clem Torrella Leeper

 Sales Representative Name

213-361-4948

 Phone

Agreed by: Authorized TPx Representative Signature

 Date

v030119



Rate Schedule #497750
27000 Pilot Rock Rd, Lake Arrowhead CA

Quote ID: 268882
8/7/2019

Lake Arrowhead Community Services District

Good through: 9/6/2019

Address: 27000 Pilot Rock Rd, Lake Arrowhead, CA 92352

The term for Service(s) being ordered is 36 months ("Term").

UCx pricing based upon Tier 0: Minimum Commitment of 1 User Bundle

TPx Data Only Service (Install)	Description	Qty	Each	Usage	Type	NRC	MRC
Data Only Service		1	\$0.00	-	xNet	-	\$0.00
50M Port		1	\$738.50	-	xNet	-	\$738.50
Solution Discount		1	(\$376.53)	-	xNet	-	(\$376.53)
50M Tier 1 Access (ICB Code: IW_ZR)		1	\$1,308.09	-	xNet	-	\$1,308.09
Solution Discount		1	(\$284.86)	-	xNet	-	(\$284.86)
Internet OneNet		1	\$200.00	-	xNet	-	\$200.00
Solution Discount		1	(\$150.00)	-	xNet	-	(\$150.00)
IPv4 - IP Address - 8		1	\$0.00	-	xNet	-	\$0.00
Data Only Service - Setup Charge		1	\$500.00	-	xNet	\$500.00	-
Solution Discount		1	(\$500.00)	-	xNet	(\$500.00)	-
						\$0.00	\$1,435.20
UCx User Bundles (Install)	Description	Qty	Each	Usage	Type	NRC	MRC
Direct Inward Dial Number -- On-Net		5	\$0.25	-	xNet	-	\$1.25
New DID Installation Charge -- On-Net		5	\$0.00	-	xNet	\$0.00	-
End User Connection Charge (EUCC)		5	\$2.37	-	xNet	-	\$11.85
Geo-Location Emergency System Registration -- per geo-location		1	\$4.95	-	xNet	-	\$4.95
Remote Training -- \$50 per hour		1	\$50.00	-	xNet	\$50.00	-
UCx iPBX Remote Training -- Setup Fee		1	\$100.00	-	xNet	\$100.00	-
UCx iPBX Bundle Domestic Usage Included		5,000	\$0.00	\$0.0000	-	-	-
UCx iPBX Domestic USA Canada Usage -- overage per minute		1	\$0.0290	\$0.0290	-	-	-
Unlimited Local Usage		1	\$0.00	-	xNet	-	\$0.00
User Bundle Count		5	\$0.00	-	xNet	-	\$0.00
		5	\$0.00	-	xNet	\$0.00	-

User Bundle Configuration Charge						
UCx Complete User Bundle	5	\$24.95	-	xNet	-	\$124.75
						\$150.00 \$142.80



Master Service Agreement

Must include Service Agreement

This Master Service Agreement (referred to as "Agreement" or "MSA") is made by and between U.S. TelePacific Corp. and/or its affiliated companies ("TPx Communications", also referred to as "our, us, we"), and the Customer described below ("Customer" also referred to as "you, I"), pursuant to the TPx Terms and Conditions, to which you agree and which are included in summary herein (available in full at www.tpx.com/terms).

Lake Arrowhead Community Services District

Company Legal Name (Individual if Sole Proprietorship)

Doing Business As (DBA) _____

Legal Composition: [] Corporation [] General Partnership [] LLP [] LLC [] Sole Proprietorship

State Organized CA

Po Box 700 Lake Arrowhead, CA
92352

Billing Address

Section 2 Terms and Conditions Summary

This Agreement you are signing with TPx includes the Terms and Conditions set forth on our website at www.tpx.com/terms, which are incorporated by this reference into the Agreement. Please refer to our website for the full statement of the Terms and Conditions to which you are agreeing. The summary below is only a reference guide and is not meant to change any of the Terms and Conditions.

1. **General** – This section defines the Services for which you are contracting, how the prices for those Services are determined, special conditions for rates and fees, such as expedite fees, how the rates, terms and conditions may be changed during the contract Term and any rights you have if those changes occur.
2. **Term, Billing and Payment** – This section covers when the Agreement becomes effective, when the Term starts and renews, how additional Services, if any, are handled, how billing will occur and what is included, how a deposit may be required, what happens if you delay acceptance of the Services, when payment of Invoices is due, how Invoice disputes are handled, late payment fees, actions that may result from late payment or non-payment and the charge for returned checks.
3. **Customer Obligations** – This section covers equipment for use with our Service and your message content, for compliance with our Acceptable Use Policy (which may change during the Term), for securing your own network against unauthorized use and access and that you have no right to rely on any oral or written statements of our employees contrary to the Customer Obligations Terms and Conditions. Also included is your responsibility to pay any 3rd party vendor charges and to arrange for disconnection and payment of charges related to the disconnection of any related services with your current carrier(s).
4. **Termination** – This section states the rights and duties related to termination of Services or the Agreement, the renewal of the Term, the fees charged for cancellation of an order for Services before the commencement of a Term, how a "material breach" of the Agreement is handled, and whether a fee is incurred for termination of Services or the Agreement before the end of a Term and how it is calculated.
5. **Warranty, Disclaimer, Limitation of Liability and Indemnity** – This section limits your rights to impose liability for certain damages on us, disclaims certain implied representations and warranties, provides credit allowances under certain conditions for interruptions of Service and outages that you may claim, and defines your obligations, and ours, with regard to indemnity and defense of certain claims.
6. **Resolution of Disputes** – This section REQUIRES THE BINDING ARBITRATION OF ANY AND ALL DISPUTES AND WAIVES CERTAIN RIGHTS TO JURY TRIALS AND/OR CLASS ACTIONS.
7. **Miscellaneous Provisions** – This section controls assignment and transfer of the Agreement and Services under it, the law applicable to the Agreement, the exclusion of any understanding or other agreements from what is contained in the Agreement and its exhibits, and any changes not signed by both you and us, what happens if any provision of the Agreement is found to be invalid or unenforceable, whether the headings of the sections and paragraphs are part of the Agreement, the effect of non-enforcement of any provision of the Agreement, how we will give notice under the Agreement to each other, and a time limitation for the bringing of an action under the Agreement.
8. **Service Guarantee** – This section provides you with an alternative to continuing with our Services under the Agreement under certain conditions.

Section 3 Acceptance

BY PLACING YOUR INITIALS IN THE SPACE(S) PROVIDED, YOU ACKNOWLEDGE THAT YOU HAVE REVIEWED AND AGREED TO THE FOLLOWING ON THE DATE ENTERED BY YOU BELOW

✓	✓ <i>Initial</i>	FULL TERMS AND CONDITIONS SET FORTH AT www.tpx.com/terms
	<i>Initial</i>	911 FOR SMARTVOICE ADDENDUM SET FORTH AT www.tpx.com/wp-content/uploads/2017/03/911-for-SmartVoice-Addendum.pdf
✓	✓ <i>Initial</i>	E911 FOR VOIP SERVICES ADDENDUM SET FORTH AT www.tpx.com/E911-VOIP-Addendum.pdf
	<i>Initial</i>	EQUIPMENT ADDENDUM SET FORTH AT www.tpx.com/Equipment-Addendum.pdf
	<i>Initial</i>	MSx BACKUPS ADDENDUM SET FORTH AT www.tpx.com/MSx-Backups.pdf
	<i>Initial</i>	MSx ENDPOINTS ADDENDUM SET FORTH AT www.tpx.com/MSx-EndPoints.pdf
	<i>Initial</i>	MSx FIREWALL ADDENDUM SET FORTH AT www.tpx.com/MSx-Firewall.pdf
	<i>Initial</i>	MSx OFFICE 365 ADDENDUM SET FORTH AT www.tpx.com/MSx-Office-365-Addendum.pdf
	<i>Initial</i>	MSx SERVICES ADDENDUM SET FORTH AT www.tpx.com/MSx-Services.pdf
	<i>Initial</i>	MSx WAN ADDENDUM SET FORTH AT www.tpx.com/MSx-WAN.pdf
✓	✓ <i>Initial</i>	UCx ADDENDUM SET FORTH AT www.tpx.com/UCx-Addendum.pdf
	<i>Initial</i>	VIRTUAL CPE ADDENDUM SET FORTH AT www.tpx.com/Virtual-CPE-Addendum
✓	✓ <i>Initial</i>	SERVICE LEVEL AGREEMENTS (SLA) SET FORTH AT www.tpx.com/sla

✓

By signing below, the person signing on behalf of Customer personally represents and warrants to TPx that he or she has the authority and power to sign on behalf of Customer and bind Customer to this Agreement (and the Terms and Conditions incorporated by reference). TPx agrees to provide, and the Customer agrees to receive and pay for, those services at locations set forth on the Service Agreement (attached), including any services on subsequent Service Agreements and subsequent changes as long as those changes meet TPx's minimum requirements. THIS AGREEMENT INCLUDES AN ARBITRATION PROVISION WHICH REQUIRES THE BINDING ARBITRATION OF ANY AND ALL DISPUTES AND WAIVES CERTAIN RIGHTS TO JURY TRIALS AND/OR CLASS ACTIONS. This Agreement shall become a binding contract upon execution by Customer and acceptance by TPx.

X _____

Agreed by: Customer Signature _____
Date

Catherine Cerri _____
General Manager

Customer Name (Print) _____
Title

Mari Clem Torrella Leeper _____
213-361-4948

Sales Representative Name _____
Phone

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Addendums

Quote: 268882

Name of Customer: Lake Arrowhead Community Services District

In addition to the Terms and Conditions to which Customer has agreed on the Telecommunications Account Agreement (TAA) or Master Service Agreement (MSA), Customer and TPx Communications agree to amend and modify the Terms and Conditions of the TAA or MSA as follows:

Downsize Services Without Incurring Early Termination Fees :

With forty-five (45) days written notice to TPx Communications, you may terminate Services that are not needed and pay an amount equal to the tariffed Non-Recurring Charges for installation of Services and any third-party vendor charges associated with the disconnection of services at your current location. All other termination charges will not apply, provided the total Monthly Recurring Charges covered by this Agreement at any time are not reduced by more than twenty percent (20%) below the greater of the total Monthly Recurring Charges applicable to the Services installed at the commencement of this Agreement, or the total Monthly Recurring Charges applicable to the Services provided to you in any one of the past three (3) months. If the total Monthly Recurring Charges for Services falls below the eighty percent (80%) level, you will pay the termination charges as explained in Section 4 of the Terms and Conditions. You may not port or transfer any of the terminated Services to a different service provider without paying the termination charges explained in Section 4 of the Terms and Conditions.

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✓ Initial (_____)



FlexCheck Coupon

Expiration Date: 90 days after Statement / Date printed on 1st invoice

Pay to the order of: Lake Arrowhead Community Services District	
Rebate amount: \$1200	
Credits paid in 4 equal installments	
Service location: 27000 Pilot Rock Rd, Lake Arrowhead, CA 92352	
Customer signature:	✓
Date:	✓
Coupon ID: 268882-497750	

Redemption Instructions

1. The FlexCheck Coupon must be submitted on or before the expiration date. Late submission is not accepted.
2. Customer must sign and date the Flexcheck Coupon.
3. Customer can mail the Flexcheck Coupon or send it in electronically.
Flexcheck Processing Center
3300 N. Cimarron Road or Fax 866-891-2088 or CustomerCare@TPx.com
Las Vegas, NV 89129
4. Processing center is not authorized to change the program terms. Flexcheck is credited in four (4) installments. No exception is accepted

Important notes

Rebate amount will be applied to the next four invoices (25% on each invoice) after the date a properly completed Flexcheck Coupon signed by the Customer is received by TPx before expiration.

Rebate coupons shall have no value except for redemption value in the Program and may not be redeemed for cash.

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