

# Sandoval County Board of County Commissioners

## Agenda Item Summary

AGENDA ITEM # 11-6-14.6C

### 1. REQUESTED MOTION

**ACTION REQUESTED:**

Approve a Participating Addendum for CenturyLink Metro Optical Ethernet Service between Sandoval County and Qwest Corporation d/b/a CenturyLink QC for Appropriate Bandwidth and Authorize the County Manager to Approve the Addendum

**WHY ACTION IS NECESSARY (Summary):**

The current T1 circuits do not meet the need for the County to access core applications like Tyler VX Incode for procurement needs and payroll entries; as well as internet access from other key buildings off the Idalia campus (Detention Center, Public Works, Fire Administration, DWI at the Old Courthouse, County Business Development (formerly Economic Development/Tourism). (continued on next page)

### 2. REQUESTOR

COMMISSIONER SPONSORED:  YES  NO

DISTRICT:  DISTRICT 1     DISTRICT 4  
 DISTRICT 2     DISTRICT 5  
 DISTRICT 3

DIRECTOR / ELECTED: Jerri Paul-Seaborn

DIVISION: IT

ELECTED OFFICE:

ATTACHMENTS:  YES  NO

### 3. MEETING DATE

November 6, 2014

### 4. AGENDA (To be completed by County Manager)

- PROCLAMATION
- PRESENTATION
- CONSENT
- REGULAR
- APPEAL

### 5. RECOMMENDATIONS

Recommend Board of County Commission approval.

### 6. FISCAL IMPACT

Value of 36 month contract \$126,324 difference vs. current costs \$30,801 over 36 months. Funds for current year are budgeted in the IT budget. Also, the other Divisions have funding available to cover the cost as well.

### 7. RECOMMENDED APPROVAL (Initials & Date)

Department Director/Elected Official	Human Resources	Purchasing	Attorney As to Form PFT	Finance Budget CCH	County Manager PPR	Other
JPS 10/27/14	_____	_____	10/30/14	10/29/14	10/31/14	_____

### 8. COMMISSION ACTION

Approved     Denied     Deferred     Other

**WHY ACTION IS NECESSARY (Summary) continued:**

The County has been using copper T1 lines for over 10 years (1.54 Mg - 3.0 Mg). The reliance on internet access for the various division as well as core applications have continued to advance and demand higher bandwidth to actually function in buildings not on the 1500 Idalia Campus. This has reached a critical point for the County since many Divisions cannot function at an efficient level with the current connectivity. The PW Division has attempted to use ESRI for road work projects and has realized the limitations the current bandwidth has impacted them tremendously. The Detention Center cannot enter timesheets from their location as the Tyler VX Incode system needs much more bandwidth to function than the T1's provide today. The Fire Administration Division relies on the internet for a great deal as well as procurement and payroll access. All Divisions suffer from the limited internet bandwidth available with these T1 circuits. Circuit Cost Comparisons are attached representing the research done with Century Link and TW Telecom. We plan to take advantage of reduced costs for our 100MB internet circuit through TW Telecom to help cover the additional cost for fiber and high speed copper for Fire Administration.

Circuit Cost Comparisons	CenturyLink	TW Telecom	Current Costs	Difference over 3 years
1500 Idalia - 100 Mbps Internet Service per month		1,173.60	2,700.00	-1,526.40
1500 Idalia - MOE 100Mbps or NLAN 60Mbps port	875.00		0.00	875.00
1100 Montoya Rd - 20 Mbps/30Mbps	542.00		219.96	322.04
2708 Iris Rd - 20Mbps/30Mbps	542.00		219.96	322.04
264 Camino Del Pueblo - 10Mbps/10Mbps	504.00		249.99	254.01
711 Camino Del Pueblo - 10Mbps/10Mbps	504.00		109.98	394.02
314 Melissa Rd-20Mbps/10Mbps	542.00		327.12	214.88
Monthly costs	3,509.00	1,173.60	3,827.01	855.59
<b>3 YEAR TOTAL</b>	<b>\$126,324.00</b>	<b>\$42,249.60</b>		<b>\$30,801.24</b>

**PARTICIPATING ADDENDUM  
FOR  
CENTURYLINK METRO OPTICAL ETHERNET SERVICE  
BETWEEN  
Sandoval County  
State of NM Pricing Agreement Number  
30-000-00-00002  
AND  
QWEST CORPORATION D/B/A CENTURYLINK QC**

The undersigned hereby represents, acknowledges, and agrees as follows:

1. The undersigned represents that it is a State of New Mexico agency, commission, institution, political subdivision or local public body, and, as such, that it is qualified to purchase CenturyLink telecommunication services ("Service(s)") pursuant to the terms and conditions of the CenturyLink Metro Optical Ethernet Service Agreement, Content ID: 398367/OMR: N29286, approved and signed by the State of New Mexico, on or about November 7, 2012, by and between Qwest Corporation d/b/a CenturyLink QC ("QC" or "CenturyLink") and the State of New Mexico, as amended, including its Exhibits and Attachments (hereafter the "Underlying Agreement").

2. The undersigned ("Customer") is executing this Participating Addendum for the purpose of purchasing Service from CenturyLink pursuant to the Underlying Agreement, by and between the State of New Mexico and CenturyLink. The parties understand and agree that all terms and conditions of this Participating Addendum and the Underlying Agreement will apply to Services purchased by Customer hereunder. Customer will be responsible for any and all use of Services provided hereunder, including but not limited to responsibility for all payment obligations. Customer will be CenturyLink's customer of record for the Services provided hereunder.

3. **DESCRIPTION OF SERVICES.** CenturyLink will provide to Customer the intrastate telecommunications service(s) described in the Underlying Agreement (the "Services"). The specific Services purchased by Customer are set forth in Exhibit 1 to this Participating Addendum. Customer will pay the amounts set forth on Exhibit 1 to this Participating Addendum and as set forth in the Underlying Agreement.

4. **TERM.** This Participating Addendum is effective on the latest signature date ("Effective Date"), and it expires thirty-six (36) months from the date Service is available to Customer, as evidenced by CenturyLink records ("Initial Term").

5. **PRIMARY CONTACT.** The primary Customer contact individual for this Participating Addendum is as follows:

Jerri Paul-Seaborn 505-867-7626

6. This Participating Addendum and the Underlying Agreement set forth the entire agreement between the parties and supersede all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Participating Addendum and the Underlying Agreement will not be added to or incorporated into this Participating Addendum or the Underlying Agreement, by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Participating Addendum and the Underlying Agreement will prevail and govern in the case of any such inconsistent or additional terms.

IN WITNESS WHEREOF, the parties have executed this Participating Addendum as of the date of execution by both parties below.

Customer: Sandoval County

Qwest Corporation d/b/a CenturyLink QC

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Name Typed or Printed

\_\_\_\_\_  
Name Typed or Printed

\_\_\_\_\_  
Title

\_\_\_\_\_  
Offer Management

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Address for Notices:  
1500 Idalia Rd  
Rio Rancho, NM 87144

Address for Notices:  
CenturyLink  
1801 California Street, 9<sup>th</sup> Floor  
Denver, Colorado 80202  
Attn: Legal Department

**(FOR CENTURYLINK INTERNAL USE ONLY)**

**FUNDING CONCURRENCE REQUIRED PRIOR TO EXECUTION**

AQCB Quote No. N/A - QUALIFIED VIA SLC/QVO

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

**EXHIBIT 1 TO ATTACHMENT 1  
CENTURYLINK METRO OPTICAL ETHERNET SERVICE**

**Sandoval County  
Customer**

Location (Address, City, State)	Bandwidth Profile	Bandwidth MRC per each	Port Speed	Port Speed NRC per each	COCC MRC		EwET Customer Interface MRC	DS3 Total Chan Term & Transport Mileage	
					MRC	NRC		MRC	NRC
1500 Idalia Rd, Rio Rancho, NM	100 Mbps	\$875.00	1000 Mbp	\$0.00	N/A	N/A	N/A	N/A	N/A
1100 Montoya Rd, Bernalillo, NM	20 Mbps	\$542.00	10/100 M	\$0.00	N/A	N/A	N/A	N/A	N/A
2708 Iris Rd, Rio Rancho, NM	20 Mbps	\$542.00	10/100 M	\$0.00	N/A	N/A	N/A	N/A	N/A
*264 Camino Del Pueblo, Bernalillo, NM	10 Mbps	\$504.00	10/100 M	\$0.00	N/A	N/A	N/A	N/A	N/A
*711 Camino Del Pueblo, Bernalillo, NM	10 Mbps	\$504.00	10/100 M	\$0.00	N/A	N/A	N/A	N/A	N/A
314 Melissa Rd, Bernalillo, NM	20 Mbps	\$542.00	10/100 M	\$0.00	N/A	N/A	N/A	N/A	N/A

\*For the locations at 264 Camino Del Pueblo and 711 Camino Del Pueblo in Bernalillo, New Mexico, the rates outlined in the above pricing table include the Entrance Facility Build pursuant to the requirements outlined by CenturyLink.

**CENTURYLINK® ENTRANCE FACILITIES ADDENDUM**

This CenturyLink Entrance Facilities Addendum ("Addendum") hereby supplements the Agreement between Sandoval County ("Customer") and CenturyLink dated \_\_\_\_\_, (the "Agreement") under which Customer ordered QC Metro Ethernet ("Service") from CenturyLink. Except as set forth in this Addendum, capitalized terms will have the definitions assigned to them in the Agreement. This Addendum is subject to the terms and conditions of the Agreement. If a conflict between the Agreement and this Addendum exists, this Addendum controls.

1. Customer is contemporaneously ordering Service from CenturyLink at the following property address: **264 Camino Del Pueblo and 711 Camino Del Pueblo in Bernalillo, NM 87004** ("Property"). To provide the Service, CenturyLink will install entrance facilities to connect the CenturyLink network at the public right of way to a demarcation point located within the building on the Property (e.g. a common telecommunications room or Meet Me Room) as mutually agreed upon between Customer and CenturyLink. CenturyLink's obligation to provide the Service at the Property is conditioned upon CenturyLink gaining access rights and successfully building out the facilities at a commercially reasonable cost (the "Condition"). If the Condition cannot be satisfied, CenturyLink will notify Customer and negotiate a special construction arrangement with Customer that may include Customer reimbursing CenturyLink for certain construction charges. If the parties cannot reach agreement on special construction or other arrangement, CenturyLink will notify Customer that the order for Service at the Property will be terminated.

2. If the Condition is satisfied, CenturyLink will provide notice to Customer that the entrance facilities at the Property are complete. Customer's acceptance of CenturyLink Service at the Property will serve as acknowledgement of completion of entrance facility work in the absence of written acknowledgement.

3. In consideration of CenturyLink waiving construction charges for providing facilities at the Property, if Service is canceled by Customer for any reason other than Cause, or by CenturyLink for Cause, before the conclusion of the initial Service term, Customer will pay CenturyLink an early termination charge equal to the Service MRC of **\$504.00** times the number of months remaining in the initial Service term ("Early Termination Charge") instead of any applicable early termination charge for the Service described in the Agreement. The MRC is fixed under this Addendum for purposes of the Early Termination Charge and will exclude service downgrades or upgrades that occur after the start of Service. The Early Termination Charge is not subject to any waivers. Additional termination charges may apply under a separate special construction agreement related to the Property.

4. This Addendum will be coterminous with the initial term of the Service at the Property and the obligations of this Addendum will survive the termination of the Service at the Property.

**The undersigned parties have read and agree to the terms and conditions set forth in this Addendum.** Electronic signatures on this Addendum will be accepted only in the form and manner prescribed by CenturyLink.

**Sandoval County**

**Qwest Corporation d/b/a Centurylink QC**

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Name Typed or Printed

\_\_\_\_\_  
Name Typed or Printed

\_\_\_\_\_  
Title

\_\_\_\_\_  
Offer Management

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

## **BUILDING ENTRY AGREEMENT**

This Building Entry Agreement (“Agreement”) is made and entered into as of the “Effective Date” (as defined in Section 9) by and between Sandoval County (“Building Owner”) and Qwest Corporation d/b/a CenturyLink QC, on behalf of itself and its affiliates (collectively “Licensee”) for the purpose of providing telecommunications, broadband other communications services (the “Services”) to the Property (defined below).

### **BACKGROUND:**

A. Building Owner owns that certain real property having an address of 264 Camino Del Pueblo and 711 Camino Del Pueblo in Bernalillo, NM 87004 (“Property”), and owns the building located on the Property (“Building”).

B. Building Owner is willing to grant a license to Licensee pursuant to the terms and conditions of this Agreement.

For good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, Building Owner and Licensee agree as follows:

1. **License.** Building Owner grants Licensee and its contractors and affiliates a license (“License”) to construct, maintain, repair, operate and remove, at Licensee’s sole option and expense, certain wires, cables, panels, conduit, lock-boxes, building entrance facilities, and other appurtenant fixtures and equipment (collectively, “Equipment”) over, under, across and along the Property, as may be necessary or useful for delivering its Services to tenants and other occupants of the Building. Building Owner will provide Licensee access to the Property during normal business hours (and at all times during emergencies). Any proposed additions or modifications to the Equipment will be submitted to Building Owner for its consent, which will not be unreasonably withheld, conditioned or delayed. Building Owner will make a commercially reasonable effort to approve the plans for such additions or modifications within five business days of submittal. The rights granted to Licensee in this Agreement include the right to install conduit for, or to direct bury, one or more fiber optic lines to connect Licensee’s communication facilities located in the public right of way to its Equipment at the demarcation point within the Building, to utilize existing risers and pathways located in the Building approved by Building Owner, and to bore a hole in the Building at a location that is mutually agreed upon by Building Owner and Licensee. Licensee will have exclusive use of any conduit it installs on the Property. Licensee will use the Equipment solely for the purpose of providing Services to tenants and occupants of the Building. Nothing contained in this Section 1 will be construed as granting to Licensee: (a) any property or ownership rights in the Property or Building Owner’s other real or personal property, except as may be provided for in this Agreement; (b) title to Building Owner of any right or interest in and to the Equipment; or (c) creating a partnership or joint venture between Building Owner and Licensee.

2. **Construction.** Prior to the commencement of any work in or near the Building (including periodic installation of Equipment), Licensee will, at its sole cost and expense, prepare and deliver to Building Owner plans describing all proposed construction and work. Licensee will: (a) perform all work in a safe manner consistent with the highest construction standards; (b) perform all work in such a way as to minimize unreasonable interference with the operation of the Building; (c) maintain workers’ compensation insurance in accordance with the law of the state where the work is being performed.; and (d) obtain prior to the commencement of any construction and work all federal, state and municipal permits, licenses and approvals required in connection with such construction and work.

3. **Equipment.** Building Owner will not interfere with Licensee’s use, operation or maintenance of the Equipment. Building Owner will not be liable for damage to, theft of, misappropriation of or loss of Equipment regardless of the cause, except if the cause is due to the negligence, unlawful activity or willful misconduct of Building Owner, its employees or agents. Upon the expiration or termination of this Agreement, Licensee may elect to abandon some or all of the Equipment and its personal property in place, provided that if Licensee elects to remove any Equipment or personal property from the Building and Property, it will repair all damage caused by such removal, reasonable wear and tear excepted.

4. **Termination.** This Agreement will terminate if any of the following events occur: (a) the date which is 30 days following Building Owner’s notice to Licensee that Licensee is in default under this Agreement (unless Licensee has cured such default within such 30 day period); (b) 30 days written notice to Building Owner by Licensee of its intent to terminate this Agreement; (c) the date of a casualty to all or any portion of the Building if the result of such casualty is, in Licensee’s reasonable judgment, to render the continued services by Licensee under this Agreement impractical; or (d) the date of condemnation or taking of all or any portion of the Building or Property if the result of such condemnation or taking is, in Licensee’s reasonable judgment, to render the Services by Licensee under this Agreement impractical. Otherwise, this Agreement will have an initial term of ten years (“Initial Term”) commencing on the Effective Date. Following the expiration of the Initial Term, this Agreement will continue for two consecutive five year renewal terms (each five-year period a “Renewal Term”). Renewal Terms will be deemed automatically exercised unless Licensee or Building Owner provides notice of its intent not to renew this Agreement at least three months prior to the end of the

**BUILDING ENTRY AGREEMENT**

Initial Term of the first Renewal Term, as the case may be. Each Renewal Term will be on the same terms and conditions as set forth in this Agreement. Termination of this Agreement will not affect Licensee’s ability to continue to service existing customers in the Building until the end of their service terms with Licensee.

**5. Notice.** Whenever any notice, consent, approval, request or authorization and the like (collectively, “Notice”) is required or permitted under this Agreement, Notice must be in writing and sent by certified mail, return receipt requested, postage prepaid or by a nationally recognized overnight courier service to the following addresses:

If Notice to Building Owner: Sandoval County  
1500 Idalia Rd, Bldg. D  
P.O. Box 40  
Bernalillo, NM 87044

If Notice to Licensee: CenturyLink  
100 CenturyLink Drive  
Monroe, LA 71203  
Attention: Construction Services

Notice will be deemed effective on the date shown on the return receipt if given by certified mail or the confirmation of delivery form if Notice is given by overnight courier service. Rejection, refusal to accept or the inability to deliver because of a changed address of which no Notice was given will be deemed to be receipt of the Notice as of the date of rejection, refusal or inability to deliver. Either party may change its above address by giving Notice of such address change in the manner for giving Notice prescribed in this Section 5.

**6. Indemnification and Waiver.** Licensee will indemnify, defend and hold Building Owner harmless from and against any and all loss, cost, liability, claims, damage and expense of whatever kind (collectively, “Damages”) arising directly or indirectly from Licensee’s breach of this Agreement, including reasonable attorneys’ fees and court costs. Building Owner will indemnify, defend and hold Licensee harmless from and against any and all Damages arising directly or indirectly from Building Owner’s breach of this Agreement, including reasonable attorneys’ fees and court costs. Notwithstanding the foregoing in this Section 6, such indemnifications will be limited to actual damages incurred. The provisions of this Section will survive termination of this Agreement.

**7. Miscellaneous.** (a) Either party may assign this Agreement without the consent of the other party; (b) Building Owner acknowledges that the consideration received by it in connection with the grant of the License is the enhanced value of the Building to current or potential tenants or occupants attributable to the installation of the Equipment, and therefore, at no time will Building Owner charge Licensee any monetary fee or assessment of any kind in connection with the License and this Agreement; (c) Building Owner acknowledges that Licensee may retain third parties to exercise its rights under this Agreement, and Licensee will cause the removal from the Building or Property of any such third party to which Building Owner reasonably objects and for which Building Owner gives notice of objection; (d) Licensee will not, at any time, record or attempt to record in the public records this Agreement, any memorandum of this Agreement, or any other instrument against the real property of Building Owner; (e) This Agreement represents the full understanding of the parties with respect to its subject matter and cannot be modified, amended or waived except in a writing signed by both parties; and (f) the interpretation and enforcement of this Agreement will be governed by the internal laws of the state where the Property is located.

**8. Counterparts, Facsimile and Electronic Mail Signatures.** This Agreement may be signed in several counterparts, each of which will be fully effective as an original and all of which together will constitute one and the same instrument. Signatures to this Agreement transmitted by facsimile or electronic mail will be deemed the equivalent of delivery of an original signature.

**9. Effective Date.** This Agreement is effective on the date it is last signed by all parties (“Effective Date”).

“Licensee”  
Qwest Corporation d/b/a CenturyLink QC on behalf of  
itself and its affiliates

“Building Owner”  
Sandoval County

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

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