



201607254689661

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 City of Atascadero, ("Customer") with offices located at 6500 PALMA AVE, ATASCADERO, CA 93422.

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: City of Atascadero

Invoicing Address: 6500 PALMA AVE ATASCADERO CA 93422

Invoicing Special Instructions:

1) SITE-SPECIFIC INFORMATION:

New Renew Change: Order Type: New Customer

Service Location (Address): 6500 Palma Ave, Atascadero, CA 93422

Service Location Name (for purposes of identification): CITY HALL

Service Location Special Instructions: _____

Non-Hospitality or Non-Video

2) SITE-SPECIFIC INFORMATION:

New Renew Change: Order Type: New Customer

Service Location (Address): 6005 Lewis Ave, Atascadero, CA 93422

Service Location Name (for purposes of identification): FILE STATION #1

Service Location Special Instructions: _____

Non-Hospitality or Non-Video

3) SITE-SPECIFIC INFORMATION:

New Renew Change: Order Type: New Customer

Service Location (Address): 5599 Traffic Way, Atascadero, CA 93422

Service Location Name (for purposes of identification): COLONY PARK COMMUNITY CENTER (CPCC)

Service Location Special Instructions: _____

Non-Hospitality or Non-Video

4) SITE-SPECIFIC INFORMATION:

New Renew Change: Order Type: New Customer

Service Location (Address): 5505 EL Camino Real, Atascadero, CA 93422

Service Location Name (for purposes of identification): POLICE STATION

Service Location Special Instructions: _____

Non-Hospitality or Non-Video

5) SITE-SPECIFIC INFORMATION:

New Renew Change: Order Type: New Customer

Service Location (Address): 8005 Gabarda Rd, Atascadero, CA 93422

Service Location Name (for purposes of identification): RW YARD

Service Location Special Instructions: _____

Non-Hospitality or Non-Video

6) SITE-SPECIFIC INFORMATION:

New Renew Change: Order Type: New Customer

Service Location (Address): 9801 W Front Rd, Atascadero, CA 93422

Service Location Name (for purposes of identification): FIRE STATION #2

Service Location Special Instructions: _____

Non-Hospitality or Non-Video

7) SITE-SPECIFIC INFORMATION:

New Renew Change: Order Type: New Customer

Service Location (Address): 9315 Pismo Ave, Atascadero, CA 93422

Service Location Name (for purposes of identification): PAVILION

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	LOEI BRICKEY	LUKE KNIGHT	DAVID ANASTASIA
Phone	805-470-3450	805-470-3452	805-470-3498
Cell		805-286-7963	805-674-3380
Email Address	lbrickey@atascadero.org	lknight@atascadero.org	dhanastasia@atascadero.org

MONTHLY SERVICE FEES : 6500 Palma Ave, Atascadero, CA 93422	
Data Services:	
<i>Spectrum Business Bundle: No Bundle *</i>	
<u>Base Service</u> Network Miles: Class of Service: Express CoS	\$2,162.00
MEF Service Types (if applicable): EPLAN	
Speed: 1 Gbps (Down/Up)	
CPE:	

MONTHLY SERVICE FEES : 6005 Lewis Ave, Atascadero, CA 93422	
Data Services:	
<i>Spectrum Business Bundle: No Bundle *</i>	
<u>Base Service</u> Network Miles: Class of Service: Express CoS	\$20.00
MEF Service Types (if applicable): EPLAN	
Speed: 1 Gbps (Down/Up)	
CPE:	

MONTHLY SERVICE FEES : 5599 Traffic Way, Atascadero, CA 93422	
Data Services:	
<i>Spectrum Business Bundle: No Bundle *</i>	
<u>Base Service</u> Network Miles: Class of Service: Express CoS	\$164.00
MEF Service Types (if applicable): EPLAN	
Speed: 1 Gbps (Down/Up)	
CPE:	

MONTHLY SERVICE FEES : 5505 EL Camino Real, Atascadero, CA 93422	
Data Services:	
<i>Spectrum Business Bundle: No Bundle *</i>	
<u>Base Service</u> Network Miles: Class of Service: Express CoS	\$164.00
MEF Service Types (if applicable): EPLAN	
Speed: 1 Gbps (Down/Up)	
CPE:	

MONTHLY SERVICE FEES : 8005 Gabarda Rd, Atascadero, CA 93422	
Data Services:	
<i>Spectrum Business Bundle: No Bundle *</i>	
<u>Base Service</u> Network Miles: Class of Service: Express CoS	\$402.00
MEF Service Types (if applicable): EPLAN	
Speed: 1 Gbps (Down/Up)	
CPE:	

MONTHLY SERVICE FEES : 9801 W Front Rd, Atascadero, CA 93422	
Data Services:	
<i>Spectrum Business Bundle: No Bundle *</i>	
<u>Base Service</u> Network Miles: Class of Service: Express CoS	\$126.00
MEF Service Types (if applicable): EPLAN	
Speed: 1 Gbps (Down/Up)	
CPE:	

MONTHLY SERVICE FEES : 9315 Pismo Ave, Atascadero, CA 93422	
Data Services:	
<i>Spectrum Business Bundle: No Bundle *</i>	
<u>Base Service</u> Network Miles: Class of Service: Express CoS	\$586.00
MEF Service Types (if applicable): EPLAN	
Speed: 1 Gbps (Down/Up)	
CPE:	

* 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 CHARGES \$0.00

2. TOTAL FEES.

Total Monthly Service Fees of \$3624.00 are due upon receipt of the monthly invoice.


Total One-Time Charges of \$0.00 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 36 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.
4. **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.

5. **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.
6. **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.
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 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.

City of Atascadero	Charter Fiberlink CA-CCO, LLC By: Charter Communications, Inc., Its Manager
Signature: 	Signature:
Name: <i>Rachelle Rickard</i>	Name:
Title: <i>City Manager</i>	Title:
Date: <i>September 14, 2016</i>	Date:

Spectrum Business Account Executive:

Name: Geno Maestas