

**MOORPARK CITY COUNCIL  
AGENDA REPORT**

**TO:** Honorable City Council  
**FROM:** Atanas Beltchev, Information Services Manager **AB**  
**DATE:** October 14, 2015 (CC Meeting of 10/21/15)  
**SUBJECT:** Consider Agreement with Time Warner Cable (TWC) for City Internet Services

**BACKGROUND AND DISCUSSION**

In March, 2012, the City entered into a 36-month Agreement with Time Warner Cable (TWC) as the Internet Service Provider (ISP) for providing connection to the Internet to the City and Moorpark City Library. The Agreement outlined the guaranteed bandwidth and the level of service guaranteed by the Internet Service Provider (ISP) for the duration of its term. Additional options, such as 5 static Internet Protocol (IP) addresses used for City online services, were included in the Agreement.

Construction to build the infrastructure needed for the services outlined in the Agreement began in March 2012 and was completed in October 2012 by the ISP. Equipment was installed on City's premises and the connection to the Internet was established on October 20, 2012.

The City wishes to continue to use Time Warner Cable as City's ISP and to upgrade the bandwidth from 10Mbps (Megabits per second) to 20Mbps. The Time Warner Internet service fee totals \$1,185.00 per month. The Term of the new Agreement is a 36-month term with limited termination options.

**FISCAL IMPACT**

The projected total cost for the Internet services under this Agreement is \$42,660.00. The adopted Fiscal Year 2015/16 budget includes sufficient funds to cover the estimated cost of approximately \$9,480.00 for the current fiscal year. No additional appropriation is required at this time. Staff will budget appropriate funds for each subsequent fiscal year for the term of the agreement.

**STAFF RECOMMENDATION**

Authorize the City Manager to sign the Time Warner Cable Service Agreement.

Attachment: TWC Service Agreement

Account Executive: Valerie Jordan  
 Phone: (818) 612-1852 ext:  
 Cell Phone: (818) 612-1852  
 Fax:  
 Email: valerie.jordan@twcable.com

**Order # 5404245**

<b>Business Name</b>			City of Moorpark	<b>Customer Type:</b> Existing Customer	
<b>Federal Tax ID</b>			<b>Tax Exempt Status</b>	<b>Tax Exempt Certificate #</b>	
*****0962					
<b>Billing Address</b>					
<b>Attention To:</b>			<b>Account Number</b>		
799 Moorpark Ave Moorpark CA 93021			8448200210004205		
<b>Billing Contact</b>		<b>Billing Contact Phone</b>		<b>Billing Contact Email Address</b>	
Atanas Beltchev		(805) 517-6231		abeltchev@moorparkca.gov	
<b>Authorized Contact</b>			<b>Authorized Contact Phone</b>		<b>Authorized Contact Email Address</b>
Atanas Beltchev			(805) 517-6231		abeltchev@moorparkca.gov
<b>Technical Contact</b>			<b>Technical Contact Phone</b>		<b>Technical Contact Email Address</b>
Atanas Beltchev			(805) 517-6231		abeltchev@ci.moorpark.ca.us

<b>Dedicated Internet, Metro Ethernet, and Private Line Service Order Information For 799 Moorpark Ave Moorpark CA 93021</b>			
<b>Site Name</b>	<b>Address Location</b>	<b>Location Type</b>	<b>Bandwidth</b>
	799 Moorpark Ave Moorpark, CA 93021		

**Current Services and Monthly charges At 799 Moorpark Ave , Moorpark CA 93021**

Description	Quantity	Sales Price	Monthly Recurring Total
*Addl Outlit	1	\$0.00	\$0.00
Bc Plat VIP	1	\$0.00	\$0.00
Dta Gvt Sch	10	\$0.00	\$0.00
Bcf WO Video	1	\$0.00	\$0.00
Fr Broadcast	1	\$0.00	\$0.00
Free Standard	1	\$0.00	\$0.00
Freedbox/Rem	1	\$0.00	\$0.00
BCI 1 STATIC IP	1	\$0.00	\$0.00
BCI 5 STATIC IP	1	\$35.00	\$35.00
ADDITIONAL OUTLET	10	\$0.00	\$0.00
COMMERCIAL ACCOUNT	1	\$0.00	\$0.00
COMMERCIAL ACCOUNT	1	\$0.00	\$0.00
BCI CONTRACT 3 YEAR	1	\$0.00	\$0.00
<b>*Total</b>			<b>\$35.00</b>

\*Prices do not include taxes and fees.

**New and Revised Services and Monthly Charges At 799 Moorpark Ave , Moorpark CA 93021**

Description	Quantity	Sales Price	Monthly Recurring Total	Contract Term
Dedicated Internet Access 20M	1	\$1,150.00	\$1,150.00	36 Months
<b>*Total</b>			<b>\$1,150.00</b>	

\*Prices do not include taxes and fees.

**Special Terms**

[Empty box for Special Terms]

**Electronic Signature Disclosure**

By signing and accepting below you are acknowledging that you have read and agree to the terms and conditions outlined in this document.

\_\_\_\_\_  
**Authorized Signature for Time Warner Cable Enterprises LLC**

\_\_\_\_\_  
**Authorized Signature for Customer**

\_\_\_\_\_  
**Printed Name and Title**

\_\_\_\_\_  
**Printed Name and Title**

\_\_\_\_\_  
**Date Signed**

\_\_\_\_\_  
**Date Signed**

# Service Agreement



This Time Warner Cable Business Class Service Agreement ("**Service Agreement**") in addition to the Time Warner Cable Business Class Terms and Conditions ("**Terms and Conditions**") and any Time Warner Cable Business Class Service Orders (each, a "**Service Order**"), constitute the **Master Agreement** by and between customer identified below ("**Customer**") and Time Warner Cable ("**TWC**" or "**Operator**") and is effective as of the date last signed below.

## Time Warner Cable Information

<b>Time Warner Cable Enterprises LLC</b>	
Street:	Contact: Valerie Jordan
City:	Telephone: (818) 612-1852
State:	Facsimile:
Zip Code:	

## Customer Information

Customer Name (Exact Legal Name): City of Moorpark			Federal ID No: *****0962	
Billing Address: 799 Moorpark Ave	Suite:	City: Moorpark	State: CA	Zip Code: 93021
Billing Contact Name: Atanas Beltchev	Phone: (805) 517-6231		E-mail: abeltchev@moorparkca.gov	
Authorized Contact Name: Atanas Beltchev	Phone: (805) 517-6231		E-mail: abeltchev@moorparkca.gov	

## Agreement

THIS SERVICE AGREEMENT HEREBY INCORPORATES BY REFERENCE THE TERMS AND CONDITIONS (AVAILABLE AT [WWW.TWCBC.COM/LEGAL](http://WWW.TWCBC.COM/LEGAL)), A COPY OF WHICH WILL BE PROVIDED TO CUSTOMER UPON REQUEST. BY EXECUTING THIS SERVICE AGREEMENT BELOW, CUSTOMER ACKNOWLEDGES THAT: (1) CUSTOMER ACCEPTS AND AGREES TO BE BOUND BY THE TERMS AND CONDITIONS, INCLUDING SECTION 21 THEREOF, WHICH PROVIDES THAT THE PARTIES DESIRE TO RESOLVE DISPUTES RELATING TO THE TIME WARNER CABLE BUSINESS CLASS SERVICES AGREEMENT THROUGH ARBITRATION; AND (2) BY AGREEING TO ARBITRATION, CUSTOMER IS GIVING UP VARIOUS RIGHTS, INCLUDING THE RIGHT TO TRIAL BY JURY.

By signing and accepting below you are acknowledging that you have read and agree to the terms and conditions outlined in this document.

### Electronic Signature Disclosure

Authorized Signature for Time Warner Cable Enterprises LLC	Authorized Signature for Customer
By:	By:
Name (printed):	Name (printed):
Title:	Title:
Date:	Date:

## SERVICE-LEVEL AGREEMENT

# DEDICATED INTERNET ACCESS

This document outlines the Service-Level Agreement (“SLA”) for Dedicated Internet Access (“DIA”) fiber-based service (the “Service”). Capitalized words used, but not defined herein, shall have the meanings given to them in the Time Warner Cable Business Class Service Agreement (including the terms and conditions, attachments, and Service Orders described therein, the “Agreement”). This SLA is a part of, and hereby incorporated by reference into, the Agreement. If any provision of this SLA and any provision of the Agreement are inconsistent or conflicting, the inconsistent or conflicting provision of this SLA shall control. This SLA document applies only to services provided over TWC’s own network (“On-Net”) and not to any portion that is provided by a third party. All SLA Targets in the table below are measured at the individual circuit or service level, and any applicable credits are issued only for the affected On-Net circuit or service (the “Affected Service”).

### I. SLA Targets for On-Net Services

SERVICE AVAILABILITY	MEAN TIME TO RESTORE (“MTTR”)	LATENCY / FRAME DELAY (ROUNDTRIP)	JITTER / FRAME DELAY VARIATION	PACKET LOSS / FRAME LOSS
End to End: 99.99%	Priority 1 Outages within 4 hours	45ms	< 2ms	< 0.1%

### II. Priority Classification

A “Service Disruption” is defined as an outage, disruption, or severe degradation, other than an Excluded Disruption, that interferes with the ability of a TWC network hub to: (i) transmit and receive network traffic on Customer’s dedicated access port at the TWC network hub; and (ii) exchange network traffic with another TWC network hub. The Service Disruption period begins when Customer reports a Service Disruption using TWC’s trouble ticketing system by contacting Customer Care, TWC acknowledges receipt of such trouble ticket, TWC validates that the Service is affected, and Customer releases the Service for testing. The Service Disruption ends when the Affected Service has been restored.

“Service Degradation” means a degradation of the Service that is not a Service Disruption or a result of an Excluded Disruption, such as failure of the Service to achieve the SLA Targets for Latency / Frame Delay, Jitter / Frame Delay Variation, or Packet / Frame Loss.

“Excluded Disruptions” means (i) planned outages, (ii) routine or urgent maintenance, (iii) time when TWC is unable to gain access to Customer’s premises to troubleshoot, repair or replace equipment or the Service, (iv) service problems resulting from acts of omissions of Customer or Customer’s representatives or agents, (v) Customer equipment failures, (vi) Customer is not prepared to release the Service for testing, and (vii) Force Majeure Events.

TWC will classify Service problems as follows:

PRIORITY	CRITERIA
Priority 1	A. Service Disruption resulting in a total loss of Service; or B. Service Degradation to the point that Customer is unable to use the Service and is prepared to release it for immediate testing (each a “Priority 1 Outage”).
Priority 2	Service Degradation where Customer is able to use the Service and is not prepared to release it for immediate testing.
Priority 3	A. A service problem that does not impact the Service; or B. A single non-circuit specific quality of Service inquiry.

**DEDICATED INTERNET ACCESS SERVICE-LEVEL AGREEMENT (CONT.)**

**III. Service Availability**

“Service Availability” is calculated as the total number of minutes in a calendar month less the number of minutes that the On-Net Service is unavailable due to a Priority 1 Outage (“Downtime”), divided by the total number of minutes in a calendar month.

The following table contains examples of the percentage of Service Availability translated into minutes of Downtime for the 99.99% Service Availability Target:

PERCENTAGE BY DAYS PER MONTH	TOTAL MINUTES / MONTH	DOWNTIME MINUTES
99.99% for 31 Days	44,640	4.5
99.99% for 30 Days	43,200	4.3
99.99% for 29 Days	41,760	4.2
99.99% for 28 Days	40,320	4

**IV. Mean Time to Restore (“MTTR”)**

The MTTR measurement for Priority 1 Outages is the average time to restore Priority 1 Outages during a calendar month calculated as the cumulative length of time it takes TWC to restore an On-Net Service following a Priority 1 Outage in a calendar month divided by the corresponding number of trouble tickets for Priority 1 Outages opened during the calendar month for the On-Net Service.

MTTR per calendar month is calculated as follows:

$$\text{MTTR} = \frac{\text{Cumulative length of time to restore Priority 1 Outage(s) per On-Net Service}}{\text{Total number of Priority 1 Outage trouble tickets per On-Net Service}}$$

**V. Latency / Frame Delay**

Latency or Frame Delay is the average roundtrip network delay, measured every 5 minutes during a calendar month, unless measurement is not possible as a result of an Excluded Disruption, to adequately determine a consistent average monthly performance level for frame delay for each On-Net Service. The roundtrip delay is expressed in milliseconds (ms). TWC measures frame delay on an end-to-end basis using a standard 64-byte ping from the Customer’s dedicated access port at the Customer premises to the TWC Internet access router in a roundtrip fashion.

Latency is calculated as follows:

$$\text{Latency / Frame Delay} = \frac{\text{Sum of the roundtrip delay measurements for an On-Net Service}}{\text{Total \# of measurements for an On-Net Service}}$$

## DEDICATED INTERNET ACCESS SERVICE-LEVEL AGREEMENT (CONT.)

### VI. Packet Loss / Frame Loss Ratio

Packet Loss or Frame Loss Ratio is defined as the percentage of frames that are not successfully received compared to the total frames that are sent in a calendar month, except where any packet or frame loss is the result of an Excluded Disruption. The percentage calculation is based on frames that are transmitted from a network origination point and received at a network destination point (TWC network hub to TWC network hub).

Packet Loss / Frame Loss Ratio is calculated as follows:

$$\text{Packet Loss / Frame Loss (\%)} = 100 (\%) - \text{Frames Received}$$

### VII. Jitter / Frame Delay Variation

Jitter or Frame Delay Variation is defined as the variation in delay for two consecutive frames that are transmitted (one way) from a network origination point and received at a network destination point (TWC network hub to TWC network hub). TWC measures a sample set of frames every 5 minutes during a calendar month, unless measurement is not possible as a result of an Excluded Disruption, and determines the average delay between consecutive frames within each sample set. The monthly Jitter / Frame Delay Variation is calculated as the average of all of the frame delay variation measurements during such calendar month and is expressed in milliseconds (ms).

$$\text{Jitter / Frame Delay Variation} = \frac{\text{Sum of the Frame Delay Variation measurements for an On-Net Service}}{\text{Total \# of measurements for an On-Net Service}}$$

### VIII. Network Maintenance

#### Maintenance Notice:

Customer understands that from time to time TWC will perform network maintenance for network improvements and preventive maintenance. In some cases, TWC will need to perform urgent network maintenance, which will usually be conducted within the routine maintenance windows. TWC will use reasonable efforts to provide advance notice of the approximate time, duration, and reason for any urgent maintenance outside the routine maintenance windows.

#### Maintenance Windows:

Routine maintenance may be performed Monday – Friday 12 midnight – 3 a.m. Local Time.

**DEDICATED INTERNET ACCESS SERVICE-LEVEL AGREEMENT (CONT.)**

**IX. Remedies**

**Service Credits:**

If the actual performance of an On-Net Service during any calendar month is less than the SLA Targets, and Customer has complied with the requirements in this SLA, then Customer may request credit(s) equal to the percentage(s) of the monthly Service Charges for only the Affected Service as set forth in the table below. Any credits will be applied as an offset against any amounts due from Customer to TWC. All credits must be: (i) requested by the Customer within 30 days of a Service Disruption or Service Degradation by calling the Customer Care Center and opening a trouble ticket, and (ii) confirmed by TWCBC engineering support teams as associated with a trouble ticket and as failing to meet the applicable SLA Targets.

SERVICE AVAILABILITY	MEAN TIME TO RESTORE ("MTTR")		LATENCY / FRAME DELAY (ROUNDTRIP)	JITTER / FRAME DELAY VARIATION	PACKET LOSS / FRAME LOSS
30%	> 4 hours ≤ 7:59:59 hours	4%	5%	5%	5%
	> 8 hours	10%			

Except as set forth below, the credits described in this SLA shall constitute Customer's sole and exclusive remedy, and TWC's sole and exclusive liability, with respect to TWC's failure to meet any SLA Targets. All SLA Targets are monthly measurements and Customer may request only one credit per SLA Target per month up to a maximum of 40% of the monthly Service Charges for the Affected Service. Customer shall not be eligible for credits exceeding four (4) months of Customer's applicable monthly Service Charges during any calendar year.

**Chronic Priority 1 Outages:**

If Customer experiences and reports three (3) separate Priority 1 Outages where the Downtime exceeds four (4) hours during each Priority 1 Outage within three (3) consecutive calendar months, then Customer may terminate the Affected Service without charge or liability by providing at least thirty (30) days written notice to TWC; provided, however, that (i) Customer may only terminate the Affected Service; (ii) Customer must exercise its right to terminate the Affected Service by providing written notice to TWC within thirty (30) days after the event giving rise to Customer's termination right; (iii) Customer shall have paid TWC all amounts due at the time of such termination for all Services provided by TWC pursuant to the Agreement, and (iv) the foregoing termination right provides the sole and exclusive remedy of Customer and the sole and exclusive liability of TWC for chronic Priority 1 Outages and Customer shall not be eligible for any additional credits. Termination will be effective forty-five (45) days after TWC's receipt of such written notice of termination.