

ORDINANCE

2021-06-17-0479

**AUTHORIZING A CHARTER COMMUNICATIONS, LLC E-RATE
CONTRACT FOR THE PROVISION OF FIBER INTERNET ACCESS
SERVICE FOR PRE-K 4 SA AND THE SAN ANTONIO PUBLIC LIBRARY
AT A TOTAL COST OF \$23,400.00.**

* * * * *

WHEREAS, the Federal Communications Commission's (FCC's) E-rate program makes telecommunications and information services more affordable for schools and libraries; and

WHEREAS, the E-rate program began in 1997 and provides discounts for telecommunications services and Internet access, internal connections, managed internal broadband services, and basic maintenance of internal connections to eligible schools and libraries. The program is funded through the FCC and administered by the Universal Service Administrative Company (USAC); and

WHEREAS, Pre-K 4 SA and the San Antonio Public Library are eligible for E-rate reimbursements; and

WHEREAS, the procurement process for E-rate vendors is different from the City procurement process. An eligible school or library identifies services it needs and submits a request for competitive bids to USAC. USAC posts these requests on its website for vendors' consideration. After reviewing offers, the school or library selects its preferred vendor(s) and applies to USAC for approval for the desired purchases. E-rate specific contracts must be executed by July 1st, the start of the E-rate year; and

WHEREAS, the term for the proposed E-rate contract with Charter Communications, LLC is for 36 months; and

WHEREAS, this ordinance authorizes a contract with Charter Communications, LLC for the provision of E-rate eligible Fiber Internet Access Service for an estimated cost of \$7,800.00 annually; **NOW THEREFORE:**

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SAN ANTONIO:

SECTION 1. A contract with Charter Communications, LLC for the provision of E-rate eligible Fiber Internet Access Service to Pre-K 4 SA and the San Antonio Library at a total cost of \$23,400.00 is hereby approved. A copy of the contract is attached hereto and is incorporated by reference as **Attachment I**. The City Manager, or his designee, is authorized to execute the contract and any related documents in furtherance of the intent and purpose of this ordinance without further council.

SECTION 2. The amounts will be encumbered upon issuance of a purchase order, and payment is authorized to Charter Communications, LLC. All expenditures will be in

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06/17/2021

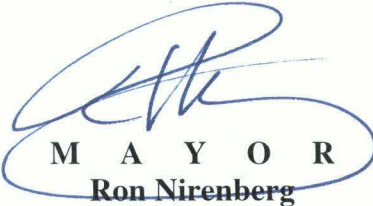
Item No. 36

accordance with the Fiscal Year 2021 and subsequent budgets that fall within the term period of this contract, funding for subsequent years contingent upon future City Council appropriations.

SECTION 3. The financial allocations in this Ordinance are subject to approval by the Deputy Chief Financial Officer, City of San Antonio. The Deputy Chief Financial Officer may, subject to concurrence by the City Manager or the City Manager's designee, correct allocations to specific SAP Fund Numbers SAP Project Definitions, SAP WBS Elements, SAP Internal Orders, SAP Fund Centers, SAP Cost Centers, SAP Functional Areas, SAP Funds Reservation Document Numbers, and SAP GL Accounts as necessary to carry out the purpose of this Ordinance.

SECTION 4. This ordinance is effective immediately upon passage by eight affirmative votes; otherwise it is effective on the tenth day after passage.

PASSED AND APPROVED this 17th day of June 2021.

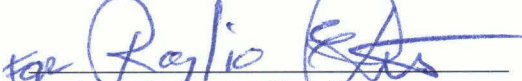

M A Y O R
Ron Nirenberg

ATTEST:



Tina J. Flores, City Clerk

APPROVED AS TO FORM:



Andrew Segovia, City Attorney



City of San Antonio

City Council

June 17, 2021

Item: 36

File Number: 21-3960

Enactment Number:

2021-06-17-0479

Ordinance approving a 36 month E-rate contract with Charter Communications, LLC for Fiber Internet Access at the San Antonio Public Library and Pre-K 4 SA Centers totaling \$23,400.00. The annual cost of this contract is \$7,800.00 annually and funding for the remainder of FY 2021 in the amount of \$1,950.00 is available in the FY 2021 Information Technology Services Fund Budget. Funding for future years is contingent upon future City Council appropriations. [Ben Gorzell, Chief Financial Officer; Craig Hopkins, Chief Information Officer]

Councilmember Ana E. Sandoval made a motion to approve. Councilmember John Courage seconded the motion. The motion passed by the following vote:

Aye: 10 Nirenberg, McKee-Rodriguez, Viagran, Rocha Garcia, Castillo,
Cabello Havrda, Sandoval, Pelaez, Courage and Perry

Abstain: 1 Bravo

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ATTACHMENT I

Spectrum Enterprise Fiber Internet Access Service Level Agreement

This document outlines the Service Level Agreement ("SLA") for Fiber Internet Access ("FIA") fiber-based service (the "Service").

This SLA is a part of, and hereby incorporated by reference into the Spectrum Enterprise Service Agreement (including the terms and conditions, attachments, and Service Orders described therein, the "Agreement"). To the extent any provision of this SLA conflicts with the Agreement, this SLA shall control. All SLA Targets in the table below are measured from Customer's Service Location to the location where Spectrum Enterprise has local access to the Internet (the Spectrum Enterprise "Point of Presence" or "POP") at the individual circuit or service level, and any applicable credits are issued only for the affected FIA circuit or service (the "Affected Service"). Capitalized words used, but not defined herein, shall have the meanings given to them in the Agreement.

I. SLA Targets for FIA 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 Spectrum Enterprise network hub to: (i) transmit and receive network traffic on Customer's dedicated access port at the Spectrum Enterprise network hub; or (ii) exchange network traffic with another Spectrum Enterprise network hub. The Service Disruption period begins when Customer reports a Service Disruption using Spectrum Enterprise's trouble ticketing system by contacting Customer Care, Spectrum Enterprise acknowledges receipt of such trouble ticket, Spectrum Enterprise 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 Spectrum Enterprise is unable to gain access to Customer's Service Location, if necessary, (iv) service issues arising 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.

Spectrum Enterprise will classify Service problems as follows:

Priority	Criteria
Priority 1	Each a "Priority 1 Outage": <ul style="list-style-type: none"> Service Disruption resulting in a total loss of Service; or Service Degradation to the point where Customer is unable to use the Service and is prepared to release it for immediate testing
Priority 2	<ul style="list-style-type: none"> Service Degradation where Customer is able to use the Service and is not prepared to release it for immediate testing.
Priority 3	<ul style="list-style-type: none"> A service problem that does not impact the Service; or A single non-circuit specific quality of Service inquiry.

III. Service Availability

"Service Availability" is calculated as the total number of minutes in a calendar month less the number of minutes that the FIA 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 Spectrum Enterprise to restore an FIA 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 FIA Service.

MTTR per calendar month is calculated as follows:

Cumulative length of time to restore Priority 1 Outage(s) per FIA Service
Total number of Priority 1 Outage trouble tickets per FIA 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 FIA Service. The roundtrip delay is expressed in milliseconds (ms).

Latency is calculated as follows:

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

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.

Packet Loss / Frame Loss Ratio is calculated as follows:

$$\text{Packet Loss / Frame Loss (\%)} = 100 (\%) - \frac{\text{Frames Received (\%)}}{\text{Total \# of measurements for an FIA Service}}$$

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. Spectrum Enterprise 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).

Jitter / Frame Delay Variation is calculated as follows:

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

VIII. Network Maintenance

Maintenance Notice:

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

Maintenance Windows:

Routine maintenance may be performed Monday – Friday 12 a.m. – 6 a.m. Local Time.

IX. Remedies

Service Credits:

If the actual performance of an FIA Service during any calendar month is less than the SLA Targets and Customer is in compliance with the terms of the Agreement and this SLA, then Customer may request credit equal to the corresponding percentage of monthly recurring charges for the Affected Service as set forth in the table below. Any credit to be applied will be off-set against amounts due from Customer to Spectrum Enterprise in the billing cycle following the date Spectrum Enterprise makes its credit determination. Credit requests must be submitted to Spectrum Enterprise within thirty (30) days of the calendar month in which the SLA Target was missed. Spectrum Enterprise will exercise commercially reasonable efforts to respond to such credit requests within thirty (30) days of receipt thereof.

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%
	> 8 hours	10%		

All SLA Targets are monthly measurements, and Customer may request only one credit per SLA Target per month for the Affected Service. Should one event impact more than one SLA hereunder, Customer shall receive the single highest of the qualifying credits only. Except as set forth below, the credits described in this SLA shall constitute Customer's sole and exclusive remedy, and Spectrum Enterprise's sole and exclusive liability, with respect to any missed SLA Targets. Service Credits hereunder shall not be cumulative per Service.

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 Spectrum Enterprise; 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 Spectrum Enterprise within thirty (30) days after the event giving rise to Customer's termination right; (iii) Customer shall have paid Spectrum Enterprise all amounts due at the time of such termination for all Services provided by Spectrum Enterprise 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 Spectrum Enterprise for chronic Priority 1 Outages and Customer shall not be eligible for any additional credits. Termination will be effective forty-five (45) days after Spectrum Enterprise's receipt of such written notice of termination.

Customer Service Order

THIS SERVICE ORDER ("Service Order"), is executed and effective upon the date of the signature set forth in the signature block below ("Effective Date") and is by and between Charter Communications Operating, LLC on behalf of those operating subsidiaries providing the Service(s) hereunder ("Spectrum") and Customer (as shown below) and is governed by and subject to the Spectrum Enterprise Commercial Terms of Service posted to the Spectrum Enterprise website, <https://enterprise.spectrum.com/> (or successor url) or, if applicable, an existing services agreement mutually executed by the parties (each, as appropriate, a "Service Agreement"). Except as specifically modified herein, all other terms and conditions of the Service Agreement shall remain unamended and in full force and effect.

Account Executive: Andrew Kutler
 Phone: 2105829784 ext:
 Cell Phone: 2102439751
 Email: andrew.kutler@charter.com

Order # 12401892

Customer Information: Customer Code		
Business Name	CITY OF SAN ANTONIO ***MASTER*** (HQ)	Customer Type:
Billing Address		
Attention To: Attn: Accounts Payable		Account Number
PO Box 839966 SAN ANTONIO TX 78283		
Billing Contact	Billing Contact Phone	Billing Contact Email Address
Lisa Alvarado	(210) 207-8449	Lisa.alvarado@sanantonio.gov
Authorized Contact		
Authorized Contact	Authorized Contact Phone	Authorized Contact Email Address
Donald Hubbs	(210) 207-5553	Donald.hubbs@sanantonio.gov
Technical Contact		
Technical Contact	Technical Contact Phone	Technical Contact Email Address
Adrian Dickreiter	(830) 499-1545	mark.monette@sanantonio.gov

Fiber Internet and Ethernet Service Order Information For 600 Soledad St RR San Antonio TX 78205

Site Name	Address Location	Location Type	Bandwidth
	600 Soledad St San Antonio, TX 78205		1GB

New and Revised Services and Monthly Charges At 600 Soledad St Unit RR, San Antonio TX 78205

Description	Quantity	Sales Price	Monthly Recurring Total	Contract Term
5 Static IP	1	\$0.00	\$0.00	36 Months
Dedicated Internet Access 1G	1	\$650.00	\$650.00	36 Months
*Total			\$650.00	

*Prices do not include taxes and fees.

Special Terms**E-RATE FUNDING CONTINGENCY.**

Customer may submit this Service Order and the Agreement to the Schools and Libraries Division of the Universal Service Administrative Company, (i.e., the entity appointed by the Federal Communications Commission to administer the Universal Service Program with respect to Schools and Libraries (E-Rate) funding) as part of any application seeking a federal subsidy or funding.

Customer is responsible for notifying Charter of its election of either the Service Provider Invoice (SPI) or Billed Entity Applicant Reimbursement (BEAR) discount method by May 15th prior to the applicable funding year. Customer must complete and return an E-Rate Discount Election Form to Charter prior to such date, or Customer will be deemed to have chosen the BEAR discount method for the funding year.

Upon Charter's receipt of appropriate notice that Customer is an approved E-Rate program participant for a Service, Charter will invoice Customer for the Service in accordance with E-Rate guidelines and/or rules. If Charter invoices Customer for a Service pursuant to any E-Rate program rates, discounts or credits in advance of receiving such notice and Customer's request for E-Rate program funding is denied, limited or reduced, Charter will invoice Customer and Customer will pay the difference between such invoiced amount(s) and the actual amount of the charges for the Service as described in this Service Order. Notwithstanding anything herein to the contrary, Customer's obligations under this Service Order shall remain in full force and effect in the event Customer withdraws or is removed from the E-Rate program, receives E-Rate program funding that is less than Customer's requested funding amount, or is denied E-Rate program funding for any Service described in this Service Order. For the avoidance of doubt, Customer is solely responsible for all charges for services, as described in this Service Order, that were installed prior to the E-Rate program funding year start date.

"During the Order Term, Customer shall have the option, exercisable upon thirty (30) days' prior written notice to Spectrum (the "Required Notice"), to upgrade its purchased bandwidth at the Service Location(s) reflected in this Service Order to the bandwidth and MRC as reflected in the chart in Exhibit A provided that (i) Customer has paid for all necessary Equipment, if any, to provide the upgrade; (ii) Customer is in good standing on its payment obligations at the time of the requested upgraded Services; and (iii) such upgrade applies to bandwidth/speed upgrade only, and not a change to existing product'. Nothing herein is intended to modify the Order Term of this Service Order. Except as specifically modified herein, all other terms and conditions of the Service Agreement and this Service Order shall remain unchanged and in full force and effect. Customer will be required to execute a new Service Order to evidence the upgrade."

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.

Customer

Charter Communications Operating, LLC
By: Charter Communications, Inc. its Manager

Printed Name

Printed Name

Date

Date

Exhibit A



SPECTRUM SERVICE PROPOSAL

These prices will remain in effect throughout the Initial Order Term, subject to the following contingencies:

- ▶ final engineering, design and site visits; and
- ▶ acceptance of and entering into the Spectrum Enterprise Service Agreement (as may be negotiated by the parties as stated in the Terms of Offer section above), which shall govern the contractual relationship between the parties and the provision of the services under such contract.

Investment for Spectrum Services Based on a 36 Month Initial Order Term

Location	Products	Speed	Term	QTY	MRC	NRC
600 Soledad St, San Antonio, TX, 78205	FIA	1GBPS	36	1	\$650.00	\$0.00
600 Soledad St, San Antonio, TX, 78205	FIA	2GBPS	36	1	\$2,240.00	\$0.00
600 Soledad St, San Antonio, TX, 78205	FIA	5GBPS	36	1	\$4,300.00	\$0.00
600 Soledad St, San Antonio, TX, 78205	FIA	10GBPS	36	1	\$4,300.00	\$0.00

Pricing is provided only for the sites shown in the Service Proposal. Pricing for additional sites shall be determined upon Spectrum's receipt of site information for the new service location, evaluation of the requested services, performance of surveys, and other information that may be required.

Pricing shown above is exclusive of taxes, fees and surcharges. MRCs and OTCs are subject to taxes, fees and surcharges as described in Section 7(b) (Taxes, Surcharges and Fees) of the Spectrum Enterprise Service Agreement.

ORDER TERM. The "Initial Order Term" is the time period starting on the date the Services are functional in all material respects and available for use (the "Billing Start Date"), and continuing for the period of time specified in the Service Order(s). If no Initial Order Term is specified in a Service Order, the Initial Order Term is twelve (12) months from the Billing Start Date.

After the Initial Order Term of the Service Order for Services reflected in Spectrum's proposal, and upon written request from Customer, Spectrum agrees to extend such Service Order for up to two (2) consecutive twelve (12) month renewal periods at the same monthly recurring charge applicable during the Initial Order Term. If Customer does not exercise such renewal options, and neither party has terminated the Service Order in accordance with the terms of the Service Agreement between the Parties, then at the end of the then current Order Term, the Service Order shall automatically renew on a month-to-month basis. The foregoing Service Order extension option is subject to more specific terms to be reflected in the applicable Service Order.