



## CITY COUNCIL STAFF REPORT

DATE: March 6, 2013

CONSENT AGENDA

SUBJECT: APPROVAL OF SERVICE AGREEMENT WITH TIME WARNER CABLE FOR ENHANCED WIRELESS INTERNET CAPACITY AT PALM SPRINGS INTERNATIONAL AIRPORT.

FROM: David H. Ready, City Manager

BY: Airport

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### SUMMARY

The City Council will consider a new contract to Time Warner Cable for the purpose of adding enhanced wireless capacity and efficiency at Palm Springs International Airport.

### RECOMMENDATION:

1. Approve the sole-source Service Agreement with Time Warner Cable for thirty-six months in the amount of \$1,820.00 per month and a one-time installation fee of \$4,984.00, for a total of \$70,504.00.
2. Authorize the City Manager to execute all necessary documents including the Purchase Order.

### STAFF ANALYSIS

The Palm Springs International Airport is experiencing record passenger traffic growth and subsequently the demand for the free Wi-Fi internet service to passengers and tenants is growing. In order to adequately sustain this free service for Airport passengers, additional wireless band-width must be installed and maintained by the cable provider, Time Warner.

Airport staff and the City's IT department have worked with Time Warner to develop a plan and negotiate a new service agreement that would extend for three years and provide cable infrastructure capable of handling the airport's demand. After this timeframe, staff will again evaluate the airport's requirements and work with the provider to identify potentially new service methods that may have evolved through technological advances in the industry. Because Time Warner is the only vendor servicing the

boundaries of the airport with the fiber circuits, they are deemed to be a “sole source” provider under the provisions of the City’s procurement guidelines.


About four years ago, Palm Springs International Airport installed wireless capability and made it free to its passengers and tenants. Since that time about seven million passengers have circulated through the airport and hundreds of thousands of them have enjoyed the benefits of this WI-FI service. The enhanced Wi-Fi service delivered by this new program will provide travelers with up to fifty times faster upload speed. In addition to the general public’s use of the service, the airport’s tenant community will experience improved connectivity to facilitate aspects of their operations that rely on wireless internet access. The end result of this investment will be an improvement in service delivery to all customers of the Palm Springs International Airport.

The Airport Commission reviewed the enhanced Time Warner Cable service agreement on February 20, 2013. The details were discussed and the item was unanimously approved to forward to the City Council for consideration.

FISCAL IMPACT

The airport currently pays \$2,579.40 annually for WI-FI service. The total amount for the first year of the new agreement would be \$26,824.00, a net annual increase of \$24,244.60. The second and third year will be an additional \$19,260.60. The funds are available in airport account No. 415 6200 43200.

  
\_\_\_\_\_  
Thomas Nolan, Executive Director  
Airport

  
\_\_\_\_\_  
David H. Ready, City Manager

Attachments:

1. Time Warner 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	
Time Warner Cable Inc.	
Street: 83473 Avenue 45, Flr 2	Contact: John Carrigan
City: Indio	Telephone: (562) 618-1612 ext:
State: CA	Facsimile: (704) 945-5460
Zip Code: 92201	

Customer Information				
Customer Name (Exact Legal Name): City of Palm Springs - Airport (Fiber)			Federal ID No: *****0757	
Billing Address: 3400 E Tahquitz Canyon Way Attn: K	Suite:	City: Palm Springs	State: CA	Zip Code: 92262
Billing Contact Name: Andrea (a.k.a. Andy) Nickell	Phone: (760) 323-8225		E-mail: andrea.nickell@palmspringsca.gov	
Authorized Contact Name: James Smith	Phone: (760) 323-8252		E-mail: james.smith@palmspringsca.gov	

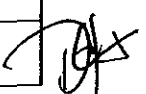
**Agreement**

THIS SERVICE AGREEMENT HEREBY INCORPORATES BY REFERENCE THE TERMS AND CONDITIONS (AVAILABLE AT 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 Inc.	Authorized Signature for Customer
By:	By:
Name (printed):	Name (printed):
Title:	Title:
Date:	Date:



## Time Warner Cable Business Class

# Ethernet and Dedicated Internet Access Service Level Agreement

This document outlines the Service Level Agreement ("SLA") for the Ethernet and Dedicated Internet Access fiber based Services (each, a "Service"). All capitalized terms used but not defined herein shall have the meanings given to them in the Agreement.

### I. SLA Targets:

Service	Availability	MTRR	Latency	Packet Loss	Jitter
DIA / Ethernet (Metro and Regional Services)	End to End: 99.97% (On-Net Circuit)	Restore: Priority 1 Outage within 4 hours	50ms (Round Trip)	<0.1%	N/A

### II. Priority Classification:

TWC will classify Service Disruptions (as defined below) as follows:

Priority	Criteria
Priority 1	a. Total loss of Service ("Priority 1 Outage") b. Service degradation to the point where Customer is unable to use the Service and is prepared to release it for immediate testing.
Priority 2	Degraded Service 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. b. A single non-circuit specific quality of Service inquiry.

\* Customer must open a trouble ticket with TWC to report a Service Disruption and establish the beginning of such Service Disruption.

### III. Network Availability

A "Service Disruption" is defined as a disruption or degradation that interferes with the ability of a TWC network hub to (i) transmit and receive network traffic on a Customer's dedicated access port; and (ii) exchange network traffic with another TWC network hub. Service Disruptions include Priority 1 Outages. Service Disruptions exclude planned outages, routine maintenance, service problems resulting from acts or omissions of Customer, Customer equipment failures, and a Force Majeure Event.

"Network Availability" is calculated as the total number of minutes the circuit is up (other than a Priority 1 outage) in a calendar month for a specific Customer connection, divided by the total number of minutes in a calendar month.

#### Commitment:

TWC's monthly Network Availability Target is 99.97%.

The following table contains examples of the percentage of Network Availability translated into minutes of up time and downtime for the 99.97% Network Availability target:

Percentage by Days Per Month	Total Minutes / Month	Minutes Up	Minutes Down
99.97% for 31 Days	44,640	44,626	14
99.97% for 30 Days	43,200	43,187	13
99.97% for 29 Days	41,760	41,747	13
99.97% for 28 Days	40,320	40,307	13

### IV. Latency

Latency is the average roundtrip network delay, measured every 5 minutes, to adequately determine a consistent average monthly performance level for latency at the relevant TWC Hub/POP. The Roundtrip Delay is expressed in milliseconds (ms). The observation period is one calendar month. For DIA, TWC measures latency using a standard 64byte ping from Customer premise device to the TWC Internet access router in a round trip fashion. For Ethernet, TWC measures latency using a standard 64byte ping from Customer premise device between site A and site Z.

Latency is calculated as follows:

$$\text{Latency} = \text{Sum} \frac{\text{Roundtrip Delay for relevant Hub-Hub connections}}{\text{Total \# of relevant Hub-Hub connections}}$$

## V. Packet Loss

Packet Loss is defined as the average number of packets that are not successfully received. Packet Loss is the average ratio of total packets that are sent compared to those that are received. Ratios are based on packets that are transmitted from a network origination point and received at a network destination point (network edge to network edge).

Packet Loss is calculated as follows:

$$\text{Packet Loss (\%)} = 100 (\%) - \text{Packet Delivery (\%)}$$

## VI. Mean Time To Restore ("MTTR")

The Mean Time To Restore ("MTTR") measurement for a Service is the cumulative length of time it takes to restore service for Priority 1 Outage for a specific connection in a calendar month divided by the corresponding number of trouble tickets for Priority 1 Outages opened during the calendar month for that connection.

MTTR per calendar month is calculated for as follows:

$$\frac{\text{Cumulative length of response time to Priority 1 Outage(s) per connection}}{\text{Total number of Priority 1 Outage trouble tickets per connection}}$$

## VII. Network Maintenance

### Maintenance Notice:

Customer understands that from time to time TWC will perform routine network maintenance for network improvements and preventive maintenance, and in some cases, TWC will have to perform urgent network maintenance, which will usually also be conducted within the routine maintenance windows. TWC will use reasonable efforts to provide advance notice of the approximate time, duration and reason for the routine maintenance and if commercially practicable, will provide notice of urgent maintenance. In no event shall any routine or urgent network maintenance be calculated against the foregoing outage measurements.

### Maintenance Windows:

Routine maintenance is typically performed during the following maintenance windows:

Monday – Friday 12 a.m. – 6 a.m. Local Time

Account Executive: John Carrigan  
 Phone: (562) 618-1612 ext:  
 Cell Phone: (760) 574-5746  
 Fax: (704) 945-5460  
 Email: john.carrigan@twcable.com

<b>Business Name</b>	City of Palm Springs - Airport (Fiber)	<b>Customer Type:</b>
<b>Federal Tax ID</b>	<b>Tax Exempt Status</b>	<b>Tax Exempt Certificate #</b>
*****0757		
<b>Billing Address</b>	<b>Account Number</b>	
3400 E Tahquitz Canyon Way Attn: Karen - (DIA) 50Meg Palm Springs CA 92262		
<b>Billing Contact</b>	<b>Billing Contact Phone</b>	<b>Billing Contact Email Address</b>
Andrea (a.k.a. Andy) Nickell	(760) 323-8225	andrea.nickell@palmspringsca.gov
<b>Authorized Contact</b>	<b>Authorized Contact Phone</b>	<b>Authorized Contact Email Address</b>
James Smith	(760) 323-8252	james.smith@palmspringsca.gov
<b>Technical Contact</b>	<b>Technical Contact Phone</b>	<b>Technical Contact Email Address</b>
James Smith	(760) 323-8252	james.smith@palmsprings.ca.gov

**Internet and Video Order Information For 3400 E Tahquitz Canyon Way Palm Springs CA 92262**

Service Type	Customer Requested Due Date
IPs (Internet Addresses)	
High Speed Internet (HSD)	

**Dedicated Internet, Metro Ethernet, and Private Line Service Order Information For 3400 E Tahquitz Canyon Way Palm Springs CA 92262**

Site Name	Address Location	Location Type	Bandwidth	Customer Requested Due Date
Palm Springs - Airport	3400 E Tahquitz Canyon Way Palm Springs, CA 92262		DIA (50-Meg)	

**New and Revised Services and Monthly Charges At 3400 E Tahquitz Canyon Way , Palm Springs CA 92262**

Description	Quantity	Sales Price	Monthly Recurring Total	Contract Term
1 Static IP	1	\$25.00	\$25.00	36 Months
DAS: Dedicated Internet Access (Per Meg)	1	\$1,795.00	\$1,795.00	36 Months
<b>*Total</b>			<b>\$1,820.00</b>	

\*Prices do not include taxes and fees.

One Time fees At 3400 E Tahquitz Canyon Way , Palm Springs CA 92262

Description	Quantity	Sales Price	Total
ONE-TIME INSTALLATION CHARGE	1	\$4,984.00	\$4,984.00
<b>Total</b>			<b>\$4,984.00</b>

\*Prices do not include taxes and fees.



**Special Terms**

The services, products, prices and terms identified on this Service Order constitute Time Warner Cable's offer to provide such services on such terms. Until Customer has accepted this offer by signing as appropriate below, Time Warner Cable reserves the right to rescind this offer at any time, at its sole discretion.

The Agreement shall be renewable for successive terms unless at least thirty (30) days prior to the expiration of the then-current term, either party notifies the other party of such party's intent not to renew this Agreement. Agreement term and corresponding monthly billing will commence on actual service installation date. Cable television and Work-at-home services are subject to annual price change.

Date Of This Quote = 12/26/2012

Fiber Bandwidth = 50 Meg

Contract Term = 36 months

**Legend:**

DIA = Dedicated Internet Access

One Time Installation Charge = Construction cost to bring fiber to Airport location

**NOTE:** The One Time Construction Cost (to bring fiber to the location) came in at \$6,303.00 (with a 2 year agreement). An additional discount of \$1,319.00 has been approved (with a 3 year agreement).

Total "one-time" construction charge (after 3 year contract discount of \$1,319.00 applied) = \$4,984.00

**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

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

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

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

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

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

