

Honorable Mayor and Members
of the City Council
City Hall
Torrance, California

Members of the City Council:

SUBJECT: Communications & Information Technology - Approve contract amendments to provide internet service to City Hall and Torrance Airport.

Expenditure: \$157,440.

RECOMMENDATION

Recommendation of the Information Technology Director that City Council approve the following changes to the existing Time Warner Cable (TWC) contracts:

1. Approve an amendment to the contract with Time Warner Cable (2011-069) to provide internet service at City Hall from \$2,900 per month for 45 mbps fiber service for three years to \$2,000 per month for 45 mbps fiber service for five years effective upon contract signing; an annual savings of \$10,800; and
2. Approve an amendment to the contract with Time Warner Cable (2011-070) to provide internet service at Torrance Airport from \$252.59 per month for 2 mbps copper service for three years to \$624 per month for 5 mbps fiber service for five years effective at start of new fiber service; an annual increase of \$4,456.92.

Funding

Funding is available in the CIT Operating Budget.

BACKGROUND

The internet has become an integral resource to complete City business in a timely manner. City employees use the internet to obtain information and access business applications. AT&T's telephone infrastructure and TWC's cable infrastructure provide the City's internet access. Two service providers are needed to meet City requirements of having separate physical networks for internet service redundancy. A \$10 per month per user charge covers the cost of circuits, spam filtering, email anti-virus protection, security encryption, and other supporting software and services.

Beginning in 2009, the City contracted with TWC to provide 10 mbps fiber internet circuit capacity to City Hall and 2 mbps copper internet circuit capacity to the Torrance Airport for the Alternate Emergency Operations Center (AEOC). The AEOC was designed to be equipped with a "stand-alone" internet capacity separate from the City Hall circuits. In 2010, internet circuit capacity increased to 30 mbps at City Hall, and on April 19, 2011, capacity increased to 45 mbps at City Hall for \$2,900.00 per month per existing contract #2011-069. Internet circuit capacity at the Airport has remained at 2 mbps copper service for \$252.59 per month per existing contract #2011-070. The AT&T 10mbps redundant internet circuit is also in the process of review.

ANALYSIS

The City is in the second year of the existing 3-year TWC contracts #2011-069, (City Hall), and #2011-070, (Airport). Reductions in published government Cal Net internet rates prompted a contract renegotiation with TWC to \$2,000.00 per month for the existing 45 mbps fiber service at City Hall and \$624.00 per month for 5 mbps fiber service at the Airport. As part of the new contract, TWC will upgrade the Airport from copper to fiber service at no cost to the City. Upgrading to fiber service at the Airport will allow the City to request a bandwidth increase without hardware changes at the AEOC in an emergency. The new contracts are for a 5-year period with the City Hall contract starting upon contract signing and the Airport contract starting after the new fiber service is activated.

The annual cost savings are in the table below:

Current Service	Current Annual Cost	New Service	New Annual Cost	New 5-Year Cost	Annual Savings
City Hall fiber 45 mbps (\$2,900/month)	\$34,800.00	City Hall fiber 45 mbps (\$2,000/month)	\$24,000.00	\$120,000.00	\$10,800.00
Airport copper 2 mbps (\$252.59/month)	\$ 3,031.08	Airport fiber 5 mbps (\$624/month)	\$ 7,488.00	\$ 37,440.00	(\$4,456.92)
Total	\$37,831.08		\$31,488.00	\$157,440.00	\$6,343.08

Contract language states that TWC will review published Cal Net rates every January during the 5-year contract period and adjust the City's monthly rates to the lowest rate of either the existing contract rate or the published Cal Net rate.

Respectfully submitted,



RICHARD SHIGAKI
Information Technology Director

CONCUR:



LeRoy J. Jackson
City Manager

Attachments:

- A. Time Warner Cable City Hall Business Class Customer Service Order Contract
- B. Time Warner Cable Airport Business Class Customer Service Order Contract
- C. Time Warner Cable Contract #2011-069 dtd 5-16-2011
- D. Time Warner Cable Contract #2011-070 dtd 7-07-2011



Attachment A

Business Class Customer Service Order

Account Executive: Taniya Lockett
 Phone: ext:
 Cell Phone: (562) 440-5702
 Fax: (704) 945-5299
 Email: taniya.lockett@twcable.com

Business Name	TORRANCE CITY HALL	Customer Type:	Existing Customer
Federal Tax ID	Tax Exempt Status	Tax Exempt Certificate #	
Billing Address	Account Number		
3031 TORRANCE BLVD TORRANCE CA 90503		8448300010906177	
Billing Contact	Billing Contact Phone	Billing Contact Email Address	
Pam Barton	(310) 618-2861		
Authorized Contact	Authorized Contact Phone	Authorized Contact Email Address	
Richard Shigaki	(310) 618-2880		
Technical Contact	Technical Contact Phone	Technical Contact Email Address	

Dedicated Internet, Metro Ethernet, and Private Line Service Order Information For 3031 TORRANCE BLVD TORRANCE CA 90503

Site Name	Address Location	Location Type	Bandwidth	Customer Requested Due Date
	3031 TORRANCE BLVD TORRANCE, CA 90503			

Current Services and Monthly charges At 3031 TORRANCE BLVD , TORRANCE CA 90503

Description	Quantity	Sales Price	Monthly Recurring Total
Bcf Dedicated Internet Access 45Mbps	1	\$2,900.00	\$2,900.00
Bci 13 Stip	1	\$0.00	\$0.00
Bci Cntrct3Y	1	\$0.00	\$0.00
*Total			\$2,900.00

*Prices include taxes and fees.

New and Revised Services and Monthly Charges At 3031 TORRANCE BLVD , TORRANCE CA 90503

Description	Quantity	Sales Price	Monthly Recurring Total	Contract Term
BCF Fiber I-Net 45x45Mbps	1	\$2,000.00	\$2,000.00	60 Months
*Total			\$2,000.00	

*Price includes 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.

A VIP code has been placed on your account which will avoid disconnection of service for non-payment.

Beginning January 01, 2013, Time Warner Cable will annually review released Cal Net rates. TWC will review both City Hall and the Airport monthly rate to the lowest rate of either the existing contract or Cal Net rate on agreements that TWC did not have an initial capital expense.

Upon contract signing, TWC will terminate the existing City Hall contract at \$2,900 per month and the new contract at \$2,000 per month will supersede.

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

By: _____

CITY OF TORRANCE
A Municipal Corporation

Name: _____

Title: _____

Frank Scotto
Mayor

Date: _____

Date: _____

ATTEST:

APPROVED AS TO FORM:

JOHN L. FELLOWS III

Sue Herbers, City Clerk

By: _____

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	MTTR	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	<ul style="list-style-type: none"> 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	<ul style="list-style-type: none"> 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



Attachment B

Business Class Customer Service Order

Account Executive: Taniya Lockett
 Phone: ext:
 Cell Phone: (562) 440-5702
 Fax: (704) 945-5299
 Email:taniya.lockett@twcable.com

Business Name	CITY OF TORRANCE AIRPORT	Customer Type:	Existing Customer
Federal Tax ID	Tax Exempt Status	Tax Exempt Certificate #	
Billing Address	Account Number		
3031 TORRANCE BLVD TORRANCE CA 90503	8448300010898903		
Billing Contact	Billing Contact Phone	Billing Contact Email Address	
Authorized Contact	Authorized Contact Phone	Authorized Contact Email Address	
Technical Contact	Technical Contact Phone	Technical Contact Email Address	

Dedicated Internet, Metro Ethernet, and Private Line Service Order Information For 3301 AIRPORT DR TORRANCE CA 90505

Site Name	Address Location	Location Type	Bandwidth	Customer Requested Due Date
	3301 AIRPORT DR TORRANCE, CA 90505			

Current Services and Monthly charges At 3301 AIRPORT DR , TORRANCE CA 90505

Description	Quantity	Sales Price	Monthly Recurring Total
Bci Ultra	1	\$252.59	\$252.59
Bci 13 Stip	1	\$0.00	\$0.00
Bci 5 St Em	1	\$0.00	\$0.00
Bci Cntrct3Y	1	\$0.00	\$0.00
*Total			\$252.59

*Prices do not include taxes and fees.

New and Revised Services and Monthly Charges At 3301 AIRPORT DR , TORRANCE CA 90505

Description	Quantity	Sales Price	Monthly Recurring Total	Contract Term
BCF Fiber I-Net 5x5 Dedicated Internet Access	1	\$624.00	\$624.00	60 Months
*Total			\$624.00	

*Price 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.

Beginning January 01, 2013, Time Warner Cable will annually review released Cal Net rates. TWC will review both City Hall and the Airport monthly rate to the lowest rate of either the existing contract or Cal Net rate on agreements that TWC did not have an initial capital expense.

A VIP code has been placed on your account which will avoid disconnection of service for non-payment.

City of Torrance will continue to pay existing Torrance Airport contract (account #8448300010898903) rate of \$252.59 per month for coax broadband Internet connection of 10Mbpsx2Mbps until new fiber services are installed and activated. Upon activation of new fiber services at the Torrance Airport, TWC will terminate the existing coax broadband connection with the City of Torrance and the new fiber contract will supersede.

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

By: _____

CITY OF TORRANCE
A Municipal Corporation

Name: _____

Title: _____

Frank Scotto
Mayor

Date: _____

Date: _____

ATTEST:

APPROVED AS TO FORM:

JOHN L. FELLOWS III

Sue Herbers, City Clerk

By: _____



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

Street:	Contact:
City:	Telephone:
State:	Facsimile:
Zip Code:	

Customer Information

Customer Name (Exact Legal Name):			Federal ID No:	
Billing Address:	Suite:	City:	State:	Zip Code:
Billing Contact Name:	Phone:		E-mail:	
Authorized Contact Name:	Phone:		E-mail:	

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:



Account Executive: Maria Rice
 Phone: (562) 677-0302
 Cell Phone: (310) 877-4579
 Fax: (704) 697-4805
 Email: maria.rice@twcable.com

Business Name	City of Torrance	Customer Type:
Federal Tax ID	Tax Exempt Status	Tax Exempt Certificate #
Billing Address	Account Number	
3031 Torrance Blvd Torrance CA 90503		
Billing Contact	Billing Contact Phone	Billing Contact Email Address
Bob Vitag	(310) 618-2880	
Authorized Contact	Authorized Contact Phone	Authorized Contact Email Address
Ryan Lee	(310) 781-7508	rlee@torranceca.gov
Technical Contact	Technical Contact Phone	Technical Contact Email Address
Eric NGO	(310) 618-2531	

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Dedicated Internet, Metro Ethernet, and Private Line Service Order Information For				
Site Name	Address Location	Location Type	Bandwidth	Customer Requested Due Date
	3031 Torrance Blvd Torrance, CA 90503			

Monthly Recurring Charge At 3031 Torrance Blvd Torrance CA 90503				
Description	Quantity	Sales Price	Monthly Recurring Total	Contract Term
BCF Fiber I-Net	1	\$2,900.00	\$2,900.00	36 Months
*Total			\$2,900.00	

*Prices do not include taxes and fees

COPY



Special Terms

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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. Agreement locks in rate for the Time Warner Cable Business Class services for term of contract. Cable television and Work-at-home services are subject to annual price change.

45Mbps Dedicated Internet Access. City Hall Torrance, Calif.

Electronic Signature Disclosure

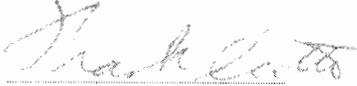
Authorized Signature for Time Warner Cable

By 
 Name: Raymond V. Smith
 Title: Regional Vice President

Date: 5/16/2011

Authorized Signature for Customer

CITY OF TORRANCE
 A Municipal Corporation


 Frank Scotto
 Mayor

Date: 04-26-2011

ATTEST


 Sue Herbers, City Clerk

APPROVED AS TO FORM

JOHN L. FELLOWS III




Service Agreement

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Time Warner Cable Information				
Time Warner Cable Inc.				
Street: 17777 Center Court Drive, N. Suite 800		Contact: Maria Rice		
City: Cerritos		Telephone: (562) 677-0302		
State: Ca.		Facsimile: (704) 697-4805		
Zip Code: 90703				
Customer Information				
Customer Name (Exact Legal Name): City of Torrance			Federal ID No:	
Billing Address: 3031 Torrance Blvd	Suite:	City: Torrance	State: CA	Zip Code: 90503
Billing Contact Name: Bob Virag	Phone: (310) 618-2880		E-mail	
Authorized Contact Name: Ryan Lee	Phone: (310) 781-7508		E-mail: rlee@torranceca.gov	

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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.

COPY

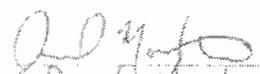


Service Agreement

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

By 
Name: Doug Mastria
Title: Regional Vice President

Date 5/16/2011

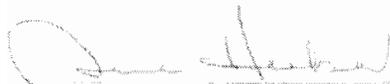
Authorized Signature for Customer

CITY OF TORRANCE
A Municipal Corporation


Frank Scotto
Mayor

Date: 04-26-2011

ATTEST:


Sue Herbers, City Clerk

APPROVED AS TO FORM

JOHN L. FELLOWS III


Time Warner Cable Business Class Ethernet Service Level Agreement

This document contains the TWC Service Level Agreement (“SLA”) for network performance and operational measurements relating to Business Class Ethernet Services. All capitalized terms used but not defined herein shall have the meanings given to them in the Business Class Services Agreement (the “Agreement”).

I. Priority Classification

TWC will classify Service disruptions as set forth below:

Priority	Criteria
Priority 1	<ul style="list-style-type: none"> a. Total loss of Service 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	<ul style="list-style-type: none"> 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 an outage or service problem and to establish initial outage time

II. Network Availability

A “Hard Outage” is defined as a service 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. Hard Outages exclude planned outages, routine maintenance, or service problems resulting at least in part from acts or omissions of Customer, Customer equipment failures, or 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:

Under this SLA, TWC commits to a monthly average Network Availability of 99.95%.

The following table contains examples of the percentage of Network Availability translated into minutes of up time and downtime for the 99.95% service commitment

Percentage by Days per Month	Total Minutes/ Month	Minutes Up	Minutes Down
99.95% for 31 Days	44,640	44,617	23
99.95% for 30 Days	43,200	43,178	22
99.95% for 29 Days	41,760	41,739	21
99.95% for 28 Days	40,320	40,299	21

Credit:

In the event that Network Availability fails to meet the foregoing guarantee for any particular monthly period, then upon Customer's compliance with Section VI of this SLA, Customer will receive a credit equal to 30% of the applicable monthly Service Charges, to be applied as a credit or set-off against any amounts otherwise due by Customer to TWC

III. 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 to a Priority I Hard Outages for a specific connection in a calendar month divided by the corresponding number of trouble tickets for Priority I Hard Outages opened during the calendar month for that connection. MTTR per calendar month is calculated for as follows:

Mean Time To Restore (Hours) =

$$\frac{\text{Cumulative length of response time to Priority I Hard Outages per connection}}{\text{Total number of Priority I Hard Outage trouble tickets per connection}}$$

Credit:

In the event that MTTR for Priority I Hard Outage averages greater than 3:59:59 hours, then upon Customer's compliance with Section VI of this SLA, Customer will receive (i) a credit equal to 4% of the applicable monthly Service Charges when MTTR averages between 4:00:00 hours and 7:59:59 hours, or (ii) a credit equal to 10% of the monthly Service Charges when MTTR is greater than or equal to 8:00:00 hours, to be applied as a credit or set-off against any amounts otherwise due by Customer to TWC.

IV. Throughput Speed

Throughput speed may be impacted by packet size. Business Class Ethernet has been tested using a mix of data packet sizes consistent with normal business applications and has been able to produce throughput speeds averaging the customers contracted service speed.

V. Network Maintenance

Customer understands that from time to time, TWC will perform network maintenance for backbone improvements and preventive maintenance. TWC will use reasonable efforts to provide notice via email of all routine maintenance to the Customer's designated point of contact. This notification will inform the Customer of the exact time, duration and reason for the network maintenance. For urgent maintenance, TWC shall notify the Customer as soon as is commercially practical under the circumstances, including after the maintenance is performed. In no event shall any routine or urgent network maintenance be calculated against the foregoing SLA measurements.

VI. SLA Remedies

To receive any SLA credits, Customer must notify TWC of the Service outage using the TWC trouble ticketing system, followed by a written credit request submitted to Customer's TWC billing contact within five (5) business days of opening the applicable trouble ticket. The following information must be included in the written credit request:

Trouble Ticket Number
Severity of the Trouble Ticket
Time that the trouble ticket was opened
Time that trouble ticket was resolved
Circuit ID and Port

Failure to comply with the foregoing credit request procedures will result in forfeiture of such credit for the applicable trouble ticket. Notwithstanding anything to the contrary in this SLA or the Agreement, (i) the credits described herein shall constitute Customer's sole and exclusive remedy with respect to TWC's failure to meet any service level commitments, Network Availability or MTTR obligations; and (ii) in no event shall credits awarded for any month of Service exceed 30% of the applicable monthly Service



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: 17777 Center Court Drive, N. Suite 800		Contact: Maria Rica		
City: Cerritos			Telephone: (562) 677-0302	
State: Ca.			Facsimile: (704) 697-4805	
Zip Code: 90703				
Customer Information				
Customer Name (Exact Legal Name): City of Torrance			Federal ID No:	
Billing Address: 3031 Torrance Blvd	Suite	City: Torrance	State: CA	Zip Code: 90503
Billing Contact Name Bob Virag	Phone: (310) 618-2880		E-mail:	
Authorized Contact Name: Ryan Lee	Phone: (310) 781-7508		E-mail: rlee@torranceca.gov	

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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

COPY



Service Agreement

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

By 
Name: Paul Bergman
Title: Sales VP

Date: 7/7/2011

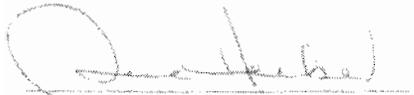
Authorized Signature for Customer

CITY OF TORRANCE
A Municipal Corporation

Frank Scotto
Mayor

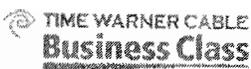
Date: 06-21-2011

ATTEST:


Sue Walters, City Clerk

APPROVED AS TO FORM.

JOHN L. FELLOWS III
By 



Account Executive: Maria Rice
 Phone: (562) 677-0302
 Cell Phone: (310) 877-4579
 Fax: (704) 697-4805
 Email: maria.rice@twcable.com

Business Name	City of Torrance	Customer Type
Federal Tax ID	Tax Exempt Status	Tax Exempt Certificate #
Billing Address	Account Number	
3031 Torrance Blvd Torrance CA 90503		
Billing Contact	Billing Contact Phone	Billing Contact Email Address
Bob Craig	(310) 618-2680	
Authorized Contact	Authorized Contact Phone	Authorized Contact Email Address
Ryan Lee	(310) 781-7508	rllee@torrance.ca.gov
Technical Contact	Technical Contact Phone	Technical Contact Email Address
Eric Hill	(310) 618-2531	

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Internet and Video Order Information For 3301 Airport Dr Torrance CA 90505	
Service Type	Customer Requested Due Date
High Speed Internet (HSD)	
IPs (Internet Addresses)	
E-Mail	

Monthly Recurring Charge At 3301 Airport Dr Torrance CA 90505				
Description	Quantity	Sales Price	Monthly Recurring Total	Contract Term
BCI 13 Static IP	1	\$0.00	\$0.00	36 Months
BCI 5 Standard Email Accounts	1	\$0.00	\$0.00	36 Months
Ultra 2M x 2M	1	\$252.59	\$252.59	36 Months
*Total			\$ 252.59	

*Prices do not include taxes and fees.

COPY



One Time Charge At 1301 Airport Dr Torrance CA 90505

Description	Quantity	Sales Price	Total
BCI Internet install	1	\$0.00	\$0.00
Total			\$ 0.00

*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.

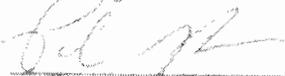
The Agreement shall be renewable for successive terms unless at least thirty (30) days prior to the expiration of the then-current term, either party notifies the other party of such party's intent not to renew this Agreement. Agreement term and corresponding monthly billing will commence on actual service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

Torrance Airport - Services

- 2mb x 2mb service agreement
- 13 Static IP's
- 5 Email Accounts
- 1 Modem
- (Listed as Government - VIP account)

Electronic Signature Disclosure

Authorized Signature for Time Warner Cable

By: 
 Name: Paul Robinson
 Title: Sales VO

Date: 7/7/2011

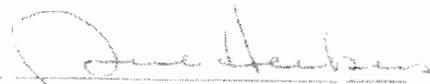
Authorized Signature for Customer

CITY OF TORRANCE
 A Municipal Corporation


 Frank Scott
 Mayor

Date: 06-21-2011

ATTEST:


 Sue Harbers City Clerk

APPROVED AS TO FORM

JOHN L. FELLOWS III

By: 