

Sponsor: Manager Rebecca A. Hopkins

First Reading: June 26, 2017
Second Reading: June 26, 2017
Third Reading: June 26, 2017
Adopted: June 26, 2017

**VILLAGE OF LINCOLN HEIGHTS
HAMILTON COUNTY, OHIO
RESOLUTION NO 2017-R-13**

**RESOLUTION AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO AN
AGREEMENT WITH SPECTRUM ENTERPRISE FOR
FIBER INTERNET AND ETHERNET SERVICES**

WHEREAS, the Village of Lincoln Heights finds it necessary to upgrade its internet and Ethernet services; and

WHEREAS, Spectrum Enterprise ("Spectrum") has expertise in providing fiber internet and Ethernet services and can provide these services in a cost effective and efficient means to the Village of Lincoln Heights.

NOW, THEREFORE, BE IT RESOLVED, by the Council for the Village of Lincoln Heights, Hamilton County, Ohio, that:

SECTION I The Village Manager is hereby authorized to enter into the Agreement attached hereto as **Exhibit A** with Spectrum for fiber internet and Ethernet services.

SECTION II This Resolution is hereby declared to be an emergency measure necessary for the health, safety and general welfare of the Village of Lincoln Heights. The reason for said emergency is the need to upgrade the Village's internet and Ethernet services as soon as possible.

Passed this 26th day of June, 2017



Mayor, Village of Lincoln Heights

Attested:



Clerk of Council

RECORD OF VOTES CAST

	<u>Yes</u>	<u>No</u>	<u>Abstain</u>	<u>Absent</u>
Mayor Richard Headen	x	_____	_____	_____
Vice-Mayor Jeannie Stinson	x	_____	_____	_____
Phyllis Baber	x	_____	_____	_____
Linda Childs-Jeter	x	_____	_____	_____
Frankie C. Dotson	x	_____	_____	_____
Kathy A. Goodwin-Williams	x	_____	_____	_____
Ruby Kinsey-Mumphrey	x	_____	_____	_____

CERTIFICATION OF PUBLICATION

I hereby certify that I have published the foregoing legislation beginning on June 26, 2017 in accordance with Section 2.12 of the Charter for the Village of Lincoln Heights, Hamilton County, Ohio, by posting a complete copy of the legislation for at least 14 days after its adoption in 5 conspicuous places in the Village, to wit: 1) Healthcare Connection; 2) Seven Hills Seniors; 3) Friendship Plaza; 4) Centennial Apartments; and 5) Oak Park.



 Clerk of Council

630608.1



SERVICE AGREEMENT

This Spectrum Service Agreement, including all Service Orders entered into hereunder and the Commercial Terms of Service that are incorporated herein by this reference ("Service Agreement"), executed and effective upon the date of the signature set forth in the signature block below (the "Effective Date"), is between customer identified below ("Customer") and Charter Communications Operating, LLC on behalf of those operating subsidiaries providing the Service(s) hereunder ("Spectrum").

Spectrum Information

Spectrum

Street: 11325 Reed Hartman Hwy Suite 118

City: Cincinnati

State: OH

Zip Code: 45241

Contact: William Pickens

Phone: 513-386-5771

Facsimile: 513-616-6339

Customer Information

Customer Name (Exact Legal Name): VILLAGE OF LINCOLN HEIGHTS

Federal Tax ID:

Billing Address:
1201 Steffen Ave

Suite:

City:
Cincinnati

State:
OH

Zip Code:
45215

Billing Contact Name:
Rebecca Hopkins

Phone:
(513) 733-5900

Email:
rhopkins@vlho.org

Authorized Contact Name:
Rebecca Hopkins

Phone:
(513) 733-5900

Email:
rhopkins@vlho.org

Service Agreement

THIS SPECTRUM SERVICE AGREEMENT IS SUBJECT TO THE COMMERCIAL TERMS OF SERVICE AVAILABLE AT WWW.CHARTER.COM, A COPY OF WHICH WILL BE PROVIDED TO CUSTOMER UPON REQUEST. SUCH TERMS AND CONDITIONS ARE INCORPORATED HEREIN BY THIS REFERENCE. BY EXECUTING THIS SPECTRUM SERVICE AGREEMENT WHERE INDICATED BELOW, CUSTOMER ACKNOWLEDGES THAT (1) CUSTOMER ACCEPTS AND AGREES TO BE BOUND BY ALL SUCH TERMS AND CONDITIONS, INCLUDING THE ARBITRATION SECTION THEREOF, WHICH PROVIDES THAT THE PARTIES DESIRE TO RESOLVE DISPUTES RELATING TO THE SPECTRUM SERVICE AGREEMENT THROUGH ARBITRATION; AND (2) BY AGREEING TO ARBITRATION, CUSTOMER IS GIVING UP VARIOUS RIGHTS, INCLUDING THE RIGHT TO TRIAL BY JURY.

(Authorized Customer Signature)

(Date Signed)

(Printed Name)

(Title)

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. This SLA document applies only to services provided over Spectrum Enterprise's own network ("On-Net") and not 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"). Capitalized words used, but not defined herein, shall have the meanings given to them in the Agreement.

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	<5ms	<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; and (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 premises, 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 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	44,840	4.5
99.99% for 30 Days	43,200	6.3
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 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:

Cumulative length of time to restore Priority 1 Outage(s) per On-Net Service
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). Spectrum Enterprise measures frame delay on an end-to-end basis using a standard 64 byte ping from the Customer dedicated access port at the Customer premise to the Spectrum Enterprise Internet access router in a roundtrip fashion.

Latency is calculated as follows:

Latency/Frame Delay = $\frac{\text{Sum of the roundtrip delay measurements for an On-Net Service}}{\text{Total \# of measurements for an On-Net Service}}$
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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 (Spectrum Enterprise network hub to Customer dedicated access port at the Customer premise).

Packet Loss / Frame Loss Ratio is calculated as follows:

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 (Spectrum Enterprise network hub to Customer dedicated access port at the Customer premise). 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 =	$\frac{\text{Sum of the Frame Delay Variation measurements for an On-Net Service}}{\text{Total \# of measurements for an On-Net Service}}$
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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 On-Net 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 Service 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 30 days of the calendar month in which the SLA Target was missed. Spectrum Enterprise will exercise commercially reasonable efforts to respond to such Service 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.



Account Executive: William Pickens
Phone: 513-386-5771 ext:
Cell Phone: 513-276-9513
Fax: 513-618-8339
Email: william.pickens@charter.com

Spectrum Customer Service Order

Order # 8972532

Customer Information: Customer Code		
Business Name	VILLAGE OF LINCOLN HEIGHTS	Customer Type:
Federal Tax ID	Tax Exempt Status	Tax Exempt Certificate #
Billing Address		
Attention To:		Account Number
1201 Steffen Ave Cincinnati OH 45215		
Billing Contact	Billing Contact Phone	Billing Contact Email Address
Rebecca Hopkins	(513) 733-5900	rhopkins@vlho.org
Authorized Contact	Authorized Contact Phone	Authorized Contact Email Address
Rebecca Hopkins	(513) 733-5900	rhopkins@vlho.org
Technical Contact	Technical Contact Phone	Technical Contact Email Address

Fiber Internet and Ethernet Service Order Information For 1201 Steffen Ave Cincinnati OH 45215

Site Name	Address Location	Location Type	Bandwidth
	1201 Steffen Ave Cincinnati, OH 45215		

New and Revised Services and Monthly Charges At 1201 Steffen Ave , Cincinnati OH 45215

Description	Quantity	Sales Price	Monthly Recurring Total	Contract Term
Fiber Internet 50Mbps	1	\$599.00	\$599.00	36 Months
*Total			\$599.00	

*Prices do not include taxes and fees.

One Time fees At 1201 Steffen Ave , Cincinnati OH 45215

Description	Quantity	Sales Price	Total
TWCBC Installation	1	\$465.00	\$465.00
Total			\$465.00

*Prices do not include taxes and fees.

