

VILLAGE OF DOWNERS GROVE
Report for the Village Council Meeting
3/21/2023

SUBJECT:	SUBMITTED BY:
Comcast Agreement	Dave Kenny Director, Information Technology

SYNOPSIS

A resolution has been prepared approving a renewal of services with Comcast Cable Communications Management, LLC for a period of 36 months for Internet connectivity and for the Ethernet private fiber line between 801 Burlington Avenue and 5101 Walnut Avenue in the amount of \$125,000.

STRATEGIC PLAN ALIGNMENT

The goals for 2021-2023 include *Exceptional Municipal Services*.

FISCAL IMPACT

The proposed FY23 budget includes \$57,000 in the General Fund for this contract. The remaining costs will be budgeted in the FY24 and FY25 Budgets.

RECOMMENDATION

Approval on the March 21, 2023 consent agenda.

BACKGROUND

Comcast provides the Village with Internet access (EDI - Ethernet Dedicated Internet) as well as a leased fiber connection (EPL - Ethernet Private Line) between Village Hall and Public Works.).

In 2019, the Village signed a 36 month agreement with a monthly charge of \$3,411.80 before taxes and fees (RES 2019-8405). That contract has since expired and the Village is on a month-to-month basis at the same price. Comcast approached the Village with a new 36 month agreement with a monthly charge of \$2,830.00 before taxes and fees, which is an approximate savings of seventeen percent. The terms for this sales order would be governed by the current MSA (Master Service Agreement) in effect between the Village and Comcast approved by the council on September 20, 2022 (RES 2022-9595).

ATTACHMENTS

Resolution
Contract Documents

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING EXECUTION OF AN
AGREEMENT BETWEEN THE VILLAGE OF DOWNERS GROVE
AND COMCAST CABLE COMMUNICATIONS MANAGEMENT, LLC**

BE IT RESOLVED by the Village Council of the Village of Downers Grove, DuPage County, Illinois, as follows:

1. That the form and substance of a certain Master Services Agreement (the "Agreement"), between the Village of Downers Grove (the "Customer") and Comcast Cable Communications Management, LLC ("Comcast"), for Internet connectivity and for Ethernet private fiber line communication services, as set forth in the form of the Agreement submitted to this meeting with the recommendation of the Village Manager, is hereby approved.

2. That the Village Manager and Village Clerk are hereby respectively authorized and directed for and on behalf of the Village to execute, attest, seal and deliver the Agreement, substantially in the form approved in the foregoing paragraph of this Resolution, together with such changes as the Manager shall deem necessary.

3. That the proper officials, agents and employees of the Village are hereby authorized and directed to take such further action as they may deem necessary or appropriate to perform all obligations and commitments of the Village in accordance with the provisions of the Agreement.

4. That all resolutions or parts of resolutions in conflict with the provisions of this Resolution are hereby repealed.

5. That this Resolution shall be in full force and effect from and after its passage as provided by law.

Mayor

Passed:

Attest: _____

Village Clerk

COMCAST ENTERPRISE SERVICES MASTER SERVICES AGREEMENT FOR GSA CUSTOMERS (MSA)		
MSA ID#: IL-167050-mazad	MSA Term: 36 Months	Customer Name: Village of Downers Grove
CUSTOMER INFORMATION		
Primary Contact: Dave Kenny	<u>Primary Contact Address Information</u>	
Title: IT Director	Address 1: 801 Burlington Ave	
Phone: (630) 434-5544	Address 2:	
Cell:	City: Downers Grove	
Fax:	State: IL	
Email: dkenny@downers.us	Zip Code: 60515	

This Master Service Agreement ("Agreement") sets forth the terms and conditions under which Comcast Cable Communications Management, LLC and its operating affiliates ("Comcast") will provide communications and other services ("Services") to the above Customer. The Agreement consists of this fully executed Master Service Agreement Cover Page For GSA Customers ("Cover Page"), the Enterprise Services General Terms and Conditions For GSA Customers ("General Terms and Conditions"), any written amendments to the Agreement executed by both parties ("Amendments"), the Product-Specific Attachment for the applicable Services ("PSA(s)") and each Sales Order accepted hereunder ("Sales Orders"). In the event of any inconsistency among these documents, precedence will be as follows: (1) this Cover Page (2) General Terms and Conditions, (3) PSA(s), and (4) Sales Orders. This Agreement shall be legally binding when signed by both parties and shall continue in effect until the expiration date of any Service Term specified in a Sales Order referencing the Agreement, unless terminated earlier in accordance with the Agreement.

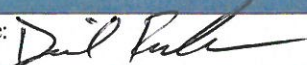
The Customer referenced above may submit Sales Orders to Comcast during the Term of this Agreement ("MSA Term"). After the expiration of the initial MSA Term, Comcast may continue to accept Sales Orders from Customer under the Agreement, or require the parties to execute a new MSA.

The Agreement shall terminate in accordance with the General Terms and Conditions for GSA Customers. The General Terms and Conditions, PSAs, the High-Speed Internet for Business Acceptable Use Policy ("AUP") and the High-Speed Internet for Business Privacy Policy (Privacy Policy") are attached hereto and are located at the following or successor URL:

https://www.gsaadvantage.gov/advantage/contractor/contractor_detail.do?mapName=/s/search/&contractNumber=GS-35F-184BA

Services are only available to commercial customers in wired and serviceable areas in participating Comcast systems (and may not be transferred). Minimum Service Terms are required for most Services and early termination fees may apply. Service Terms are identified in each Sales Orders, and early termination fees are identified in the applicable Product Specific Attachments.

BY SIGNING BELOW, CUSTOMER AGREES TO THE TERMS AND CONDITIONS OF THIS AGREEMENT.

CUSTOMER SIGNATURE (by authorized representative)	
Signature:	
Name:	David Fieldman
Title:	Village Manager
Date:	9-21-2022
COMCAST USE ONLY (by authorized representative)	

MSA ID#: IL-167050-mazad

SO ID#: IL-167050-mazad-23623194

Account Name: Village of Downers Grove

CUSTOMER INFORMATION (for notices)

Primary Contact: <u>Dave Kenny</u>	Billing Account Name _____	INVOICE ADDRESS _____
Title: <u>IT Director</u>	Billing Name _____	Address 1: <u>801 Burlington Ave</u>
Address 1: <u>801 Burlington Ave</u>	(3rd Party Accounts) _____	Address 2: _____
Address 2: _____	Billing Contact: <u>Dave Kenny</u>	City: <u>Downers Grove</u>
City: <u>Downers Grove</u>	Title: <u>IT Director</u>	State: <u>IL</u>
State: <u>IL</u>	Phone: <u>630-434-5544</u>	Zip Code: <u>60515</u>
Zip: <u>60515</u>	Cell: _____	Tax Exempt: <u>Yes</u>
Phone: <u>630-434-5544</u>	Fax: _____	* If Yes, please provide and attach all applicable tax exemption certificates
Cell: _____	Email: <u>dkenny@downers.us</u>	
Fax: _____		
Email: <u>dkenny@downers.us</u>		

SUMMARY OF CHARGES (Details on following pages)

Service Term (Months):

SUMMARY OF SERVICE CHARGES*

Current Monthly Recurring Charges: \$0.00
 Current Trunk Services Monthly Recurring Charges: \$0.00
Total Current Monthly Recurring Charges (all Services): \$0.00

Change Monthly Recurring Charges: \$2,830.00
 Change Trunk Services Monthly Recurring Charges: \$0.00
Change Monthly Recurring Charges (all Services): \$2,830.00

Total Monthly Recurring Charges: \$2,830.00
 Total Trunk Services Monthly Recurring Charges: \$0.00
Total Monthly Recurring Charges (all Services): \$2,830.00

SUMMARY OF STANDARD INSTALLATION FEES*

Total Standard Installation Fees: \$0.00
 Total Trunk Services Standard Installation Fees: \$0.00
Total Standard Installation Fees (all Services): \$0.00

SUMMARY OF CUSTOM INSTALLATION FEES*

Total Custom Installation Fee: \$0.00

SUMMARY OF MONTHLY EQUIPMENT FEES*

Current Services Equipment Fee Monthly Recurring Charges: \$0.00
 Current Trunk Services Equipment Fee Monthly Recurring Charges: \$0.00
Current Equipment Fee Monthly Recurring Charges (All Services): \$0.00

Change Services Equipment Fee Monthly Recurring Charges: \$0.00
 Change Trunk Services Equipment Fee Monthly Recurring Charges: \$0.00
Change Equipment Fee Monthly Recurring Charges (All Services): \$0.00

Total Service Equipment Fee Monthly Recurring Charges: \$0.00
 Total Trunk Service Equipment Fee Monthly Recurring Charges: \$0.00
Total Equipment Fee Monthly Recurring Charges (All Services): \$0.00

*Note: Charges identified in the Sales Order are exclusive of maintenance and repair charges, and applicable federal, state, and local taxes, fees, surcharges and recoupments (however designated). Please refer to your Comcast Enterprise Services Master Services Agreement (MSA) for specific detail regarding such charges. Customer shall pay Comcast one hundred percent (100%) of the non-amortized Custom Installation Fees prior to the installation of Service. The existence of Hazardous Materials at the Service Location or a change in installation due to an Engineering Review may result in changes to the Custom and/or Standard Installation Fees payable by Customer.

GENERAL COMMENTS

AGREEMENT

This Comcast Enterprise Services Sales Order Form ("Sales Order") shall be effective upon acceptance by Comcast. This Sales Order is made a part of the Comcast Enterprise Services Master Services Agreement, entered between Comcast and the undersigned and is subject to the Product Specific Attachment for the Service(s) ordered herein, located at <http://business.comcast.com/terms-conditions-ent>, (the "Agreement"). Unless otherwise indicated herein, capitalized words shall have the same meaning as in the Agreement.

By purchasing Comcast voice services, you are giving Comcast Business permission to request a copy of the Customer Service Record(s) from your existing carrier(s). Customer Service Records include the telephone numbers listed on the account(s) and may also include information related to services provided by such carrier(s).

COMPANY ACKNOWLEDGES RECEIPT AND UNDERSTANDING OF THIS 911 NOTICE:

The Comcast Voice Services may have the 911 limitations specified below:

- In order for 911 calls to be properly directed to emergency services using the Voice Services, Comcast must have the correct service address and, where applicable, location details ("Registered Service Location"). Registered Service Location may include, subject to any character limitations, location details such as a floor and/or office number, in addition to street address, for each telephone number and extension used by the Customer. If the Voice Services or any Voice Services device is moved to a different location without Customer providing updated Registered Service Location information, 911 calls may be directed to the wrong emergency authority, may transmit the wrong address, emergency responders may be unable to locate the emergency on the premises and/or the Voice Services (including 911) may fail altogether. Customer's use of a telephone number not associated with its geographic location, or a failure to allot sufficient time for a Registered Service Location change to be processed may also increase these risks.
- Customer is solely responsible for informing Comcast of initial Registered Service Locations for each telephone number and extension and of all changes to Registered Service Locations for the Voice Services, including subsequent moves, additions or deletions of stations. Customer is also responsible for programming its PBX system to reflect these Registered Service Locations. Customer will inform Comcast of changes to any Registered Service Location for each telephone number and extension by calling Comcast at 1-855-368-0600 or by opening a trouble ticket in the Comcast Care Center Portal. The contact number or method for making such updates are subject to change from time to time.
- The Voice Services use electrical power in the Customer's premises, as well as the Customer's underlying broadband service. If there is an electrical power outage or underlying broadband service outage, 911 calling may be interrupted. Similarly, calls using the Voice Services, including calls to 911, may not be completed if there is a problem with network facilities, including network congestion, network/equipment failure, or another technical problem.
- If the Registered Service Location provided in conjunction with the use of Comcast Equipment is deemed to be in an area that is not supported for 911 calls, Customer will not have direct access to either basic 911 or E911. In this case, Customer 911 calls will be sent to an emergency call center. A trained agent at the emergency call center will ask for the caller's name, telephone number and location, and then will contact the local emergency authority for that area in order to send help.

BY SIGNING BELOW, I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTAND THE 911 LIMITATIONS OF THE VOICE SERVICES

By signing below, Customer acknowledges, agrees to and accepts the terms and conditions of this Sales Order.

CUSTOMER USE ONLY (by authorized representative)		COMCAST USE ONLY (by authorized representative)	
Signature: _____	Signature: _____	Sales Rep: <u>Josh Cohen</u>	
Name: _____	Name: _____	Sales Rep E-Mail: <u>Josh_cohen@comcast.com</u>	
Title: _____	Title: _____	Region: <u>Chicago</u>	
Date: _____	Date: _____	Division: <u>Central</u>	



COMCAST ENTERPRISE SERVICES SALES ORDER FORM

SERVICES AND PRICING

Account Name:

Date:

MSA ID#:

SO ID#:

Short Description of Service:

Service Term:

PAGE 2 of 7

Line	Request	Action	Service(s)	Description	Service Location A*	Service Location Z*	Tax Jurisdiction	Qty	Solution Charges	
									Monthly	One-Time
001	New	Add	EDI - Network Interface - Gig E	Port	Village Hall / 801 Burlington Ave	-	Interstate	1	\$0.00	\$0.00
002	New	Add	EDI - Bandwidth	1000 Mbps	Village Hall / 801 Burlington Ave	-	Interstate	1	\$1,500.00	\$0.00
003	New	Add	IPv4 Static Address Block /28 (14)	Static IP	Village Hall / 801 Burlington Ave	-	Interstate	1	\$30.00	\$0.00
004	-	-	-	-	-	-	-	-	\$0.00	\$0.00
005	-	-	-	-	-	-	-	-	\$0.00	\$0.00
006	New	Add	Ethernet Network Interface - Gig E	Port	Village Hall / 801 Burlington Ave	-	Interstate	1	\$267.41	\$0.00
007	New	Add	EPL - Basic Network Bandwidth	1000 Mbps	Village Hall / 801 Burlington Ave	Downers Grove Public Works / 5101 W	Interstate	1	\$765.19	\$0.00
008	New	Add	Ethernet Network Interface - Gig E	-	-	Downers Grove Public Works / 5101 W	Interstate	1	\$267.41	\$0.00
009	-	-	-	-	-	-	-	-	\$0.00	\$0.00
010	-	-	-	-	-	-	-	-	\$0.00	\$0.00
011	-	-	-	-	-	-	-	-	\$0.00	\$0.00
012	-	-	-	-	-	-	-	-	\$0.00	\$0.00
013	-	-	-	-	-	-	-	-	\$0.00	\$0.00
014	-	-	-	-	-	-	-	-	\$0.00	\$0.00
015	-	-	-	-	-	-	-	-	\$0.00	\$0.00
016	-	-	-	-	-	-	-	-	\$0.00	\$0.00
017	-	-	-	-	-	-	-	-	\$0.00	\$0.00
018	-	-	-	-	-	-	-	-	\$0.00	\$0.00
019	-	-	-	-	-	-	-	-	\$0.00	\$0.00
020	-	-	-	-	-	-	-	-	\$0.00	\$0.00
021	-	-	-	-	-	-	-	-	\$0.00	\$0.00
022	-	-	-	-	-	-	-	-	\$0.00	\$0.00
023	-	-	-	-	-	-	-	-	\$0.00	\$0.00
024	-	-	-	-	-	-	-	-	\$0.00	\$0.00
025	-	-	-	-	-	-	-	-	\$0.00	\$0.00
026	-	-	-	-	-	-	-	-	\$0.00	\$0.00
027	-	-	-	-	-	-	-	-	\$0.00	\$0.00
028	-	-	-	-	-	-	-	-	\$0.00	\$0.00
029	-	-	-	-	-	-	-	-	\$0.00	\$0.00
030	-	-	-	-	-	-	-	-	\$0.00	\$0.00
031	-	-	-	-	-	-	-	-	\$0.00	\$0.00
032	-	-	-	-	-	-	-	-	\$0.00	\$0.00
033	-	-	-	-	-	-	-	-	\$0.00	\$0.00
034	-	-	-	-	-	-	-	-	\$0.00	\$0.00
035	-	-	-	-	-	-	-	-	\$0.00	\$0.00
036	-	-	-	-	-	-	-	-	\$0.00	\$0.00
037	-	-	-	-	-	-	-	-	\$0.00	\$0.00
038	-	-	-	-	-	-	-	-	\$0.00	\$0.00
039	-	-	-	-	-	-	-	-	\$0.00	\$0.00
040	-	-	-	-	-	-	-	-	\$0.00	\$0.00
041	-	-	-	-	-	-	-	-	\$0.00	\$0.00
042	-	-	-	-	-	-	-	-	\$0.00	\$0.00
043	-	-	-	-	-	-	-	-	\$0.00	\$0.00
044	-	-	-	-	-	-	-	-	\$0.00	\$0.00
045	-	-	-	-	-	-	-	-	\$0.00	\$0.00
046	-	-	-	-	-	-	-	-	\$0.00	\$0.00
047	-	-	-	-	-	-	-	-	\$0.00	\$0.00
048	-	-	-	-	-	-	-	-	\$0.00	\$0.00
049	-	-	-	-	-	-	-	-	\$0.00	\$0.00
050	-	-	-	-	-	-	-	-	\$0.00	\$0.00

* Services Location Details attached

Charges are Exclusive of Equipment Fees

PAGE 2 SUBTOTAL:

\$2,830.00

\$0.00



COMCAST ENTERPRISE SERVICES SALES ORDER FORM

SERVICES AND PRICING

Account Name:

Date:

MSA ID#:

SO ID#:

PAGE 3 of 7

Solution Charges

Line	Request	Action	Service(s)	Description	Service Location A*	Service Location Z*	Tax Jurisdiction	Qty	Monthly	One-Time
051	-	-			-	-			\$0.00	\$0.00
052	-	-			-	-			\$0.00	\$0.00
053	-	-			-	-			\$0.00	\$0.00
054	-	-			-	-			\$0.00	\$0.00
055	-	-			-	-			\$0.00	\$0.00
056	-	-			-	-			\$0.00	\$0.00
057	-	-			-	-			\$0.00	\$0.00
058	-	-			-	-			\$0.00	\$0.00
059	-	-			-	-			\$0.00	\$0.00
060	-	-			-	-			\$0.00	\$0.00
061	-	-			-	-			\$0.00	\$0.00
062	-	-			-	-			\$0.00	\$0.00
063	-	-			-	-			\$0.00	\$0.00
064	-	-			-	-			\$0.00	\$0.00
065	-	-			-	-			\$0.00	\$0.00
066	-	-			-	-			\$0.00	\$0.00
067	-	-			-	-			\$0.00	\$0.00
068	-	-			-	-			\$0.00	\$0.00
069	-	-			-	-			\$0.00	\$0.00
070	-	-			-	-			\$0.00	\$0.00
071	-	-			-	-			\$0.00	\$0.00
072	-	-			-	-			\$0.00	\$0.00
073	-	-			-	-			\$0.00	\$0.00
074	-	-			-	-			\$0.00	\$0.00
075	-	-			-	-			\$0.00	\$0.00
076	-	-			-	-			\$0.00	\$0.00
077	-	-			-	-			\$0.00	\$0.00
078	-	-			-	-			\$0.00	\$0.00
079	-	-			-	-			\$0.00	\$0.00
080	-	-			-	-			\$0.00	\$0.00
081	-	-			-	-			\$0.00	\$0.00
082	-	-			-	-			\$0.00	\$0.00
083	-	-			-	-			\$0.00	\$0.00
084	-	-			-	-			\$0.00	\$0.00
085	-	-			-	-			\$0.00	\$0.00
086	-	-			-	-			\$0.00	\$0.00
087	-	-			-	-			\$0.00	\$0.00
088	-	-			-	-			\$0.00	\$0.00
089	-	-			-	-			\$0.00	\$0.00
090	-	-			-	-			\$0.00	\$0.00
091	-	-			-	-			\$0.00	\$0.00
092	-	-			-	-			\$0.00	\$0.00
093	-	-			-	-			\$0.00	\$0.00
094	-	-			-	-			\$0.00	\$0.00
095	-	-			-	-			\$0.00	\$0.00
096	-	-			-	-			\$0.00	\$0.00
097	-	-			-	-			\$0.00	\$0.00
098	-	-			-	-			\$0.00	\$0.00
099	-	-			-	-			\$0.00	\$0.00
100	-	-			-	-			\$0.00	\$0.00
101	-	-			-	-			\$0.00	\$0.00
102	-	-			-	-			\$0.00	\$0.00
PAGE 3 SUBTOTAL:									\$0.00	\$0.00

* Services Location Details attached

Charges are Exclusive of Equipment Fees

PAGE 3 SUBTOTAL:

\$0.00

\$0.00



COMCAST ENTERPRISE SERVICES SALES ORDER FORM

SERVICES AND PRICING

Account Name:

Date:

MSA ID#:

SO ID#:

PAGE 4 of 7

Line	Request	Action	Service(s)	Description	Service Location A*	Service Location Z*	Tax Jurisdiction	Qty	Solution Charges	
									Monthly	One-Time
103	-	-			-	-			\$0.00	\$0.00
104	-	-			-	-			\$0.00	\$0.00
105	-	-			-	-			\$0.00	\$0.00
106	-	-			-	-			\$0.00	\$0.00
107	-	-			-	-			\$0.00	\$0.00
108	-	-			-	-			\$0.00	\$0.00
109	-	-			-	-			\$0.00	\$0.00
110	-	-			-	-			\$0.00	\$0.00
111	-	-			-	-			\$0.00	\$0.00
112	-	-			-	-			\$0.00	\$0.00
113	-	-			-	-			\$0.00	\$0.00
114	-	-			-	-			\$0.00	\$0.00
115	-	-			-	-			\$0.00	\$0.00
116	-	-			-	-			\$0.00	\$0.00
117	-	-			-	-			\$0.00	\$0.00
118	-	-			-	-			\$0.00	\$0.00
119	-	-			-	-			\$0.00	\$0.00
120	-	-			-	-			\$0.00	\$0.00
121	-	-			-	-			\$0.00	\$0.00
122	-	-			-	-			\$0.00	\$0.00
123	-	-			-	-			\$0.00	\$0.00
124	-	-			-	-			\$0.00	\$0.00
125	-	-			-	-			\$0.00	\$0.00
126	-	-			-	-			\$0.00	\$0.00
127	-	-			-	-			\$0.00	\$0.00
128	-	-			-	-			\$0.00	\$0.00
129	-	-			-	-			\$0.00	\$0.00
130	-	-			-	-			\$0.00	\$0.00
131	-	-			-	-			\$0.00	\$0.00
132	-	-			-	-			\$0.00	\$0.00
133	-	-			-	-			\$0.00	\$0.00
134	-	-			-	-			\$0.00	\$0.00
135	-	-			-	-			\$0.00	\$0.00
136	-	-			-	-			\$0.00	\$0.00
137	-	-			-	-			\$0.00	\$0.00
138	-	-			-	-			\$0.00	\$0.00
139	-	-			-	-			\$0.00	\$0.00
140	-	-			-	-			\$0.00	\$0.00
141	-	-			-	-			\$0.00	\$0.00
142	-	-			-	-			\$0.00	\$0.00
143	-	-			-	-			\$0.00	\$0.00
144	-	-			-	-			\$0.00	\$0.00
145	-	-			-	-			\$0.00	\$0.00
146	-	-			-	-			\$0.00	\$0.00
147	-	-			-	-			\$0.00	\$0.00
148	-	-			-	-			\$0.00	\$0.00
149	-	-			-	-			\$0.00	\$0.00
150	-	-			-	-			\$0.00	\$0.00
151	-	-			-	-			\$0.00	\$0.00
152	-	-			-	-			\$0.00	\$0.00
153	-	-			-	-			\$0.00	\$0.00
PAGE 4 SUBTOTAL:									\$0.00	\$0.00

* Services Location Details attached

Charges are Exclusive of Equipment Fees

PAGE 4 SUBTOTAL:

\$0.00

\$0.00

