

**AMENDMENT NO. 1 TO SUPPLEMENTAL AGREEMENT NO.1 TO
CONTRACT C-116087
between
CITY OF LOS ANGELES
and
TIME WARNER CABLE PACIFIC WEST LLC DB/A/ TIME WARNER CABLE**

THIS Amendment No. 1 to Supplemental Agreement No. 1 to Contract C-116087 ("Amendment") is made and entered into by and between the City of Los Angeles, a municipal corporation (hereinafter referred to as "City") acting by and through the Information Technology Agency ("ITA") and Time Warner Cable Pacific West LLC d/b/a Time Warner Cable, a Delaware limited liability company (hereinafter referred to as "Contractor").

WITNESSETH:

WHEREAS, on October 1, 2009, the City and Contractor's predecessor-in-interest, Time Warner Cable LLC, through its Los Angeles Division, entered into Contract C-116087, whereby Contractor agreed to provide internet and related services to the City; and

WHEREAS, on March 15, 2013, Contract C-116087 was subsequently amended through Supplemental Agreement No. 1, which 1) extended the term of the contract through September 30, 2014, 2) revised contract pricing for specific service locations, and 3) changed the assignee of the Contract to Time Warner Cable Pacific West LLC d/b/a Time Warner Cable; and

WHEREAS, the Contractor notified the City that due to standardization of tiers and terms across all Western Regional markets in order to comply with standardization initiative, part of the services in the Contract are inherently affected; and

WHEREAS, the City requested the Contractor to include provisions of "Burstable Service" in the Contract that will mitigate the impacts on City internet services due to unexpected surges in internet usage during newsworthy events of interest to a broad range of users; and

WHEREAS, the Contract will expire on September 30, 2014, and the City requires an additional period of time up to 12 months on a month to month basis to complete the new procurement process and transfer services if necessary; and

WHEREAS, the City desires to increase the contract limit by \$1 million in order to cover anticipated expenditures throughout the entire term of the Contract; and

WHEREAS, the City now desires to amend Contract C-116087 to revise the rates for specific services affected by the standardization initiative and to include additional internet-related services in the Contract for the benefit of the City; and

WHEREAS, all capitalized terms not otherwise defined in this Amendment shall have the same meanings ascribed to them in the Contract.

NOW, THEREFORE, in consideration of the above premises, and of the covenants and agreements hereinafter set forth, the parties hereby covenant and agree as follows:

1. Section 1. Term of Contract is hereby deleted in its entirety and replaced as follows:

1. TERM. The term of this Contract commenced on October 1, 2009 and shall continue through September 30, 2014. Effective October 1, 2014, the term of this contract shall automatically be extended on a month to month basis for up to one year unless earlier terminated under the Contract. An Order Term (as set forth in an applicable SAFE) may not extend beyond the expiration of the Contract term. Orders for Services under this Contract shall be subject to termination by the City if funds are not appropriated for the Services in each ensuing fiscal year commencing July 1. If this Contract is terminated for non-appropriated funds, the City shall provide Contractor with reasonable notice of any termination along with reasonable detail of the fiscal shortfall.

2. Section 6. Payment and Compensation, subsection a. Total Contract Expenditure is hereby deleted in its entirety and replaced as follows:

a. Total Contract Expenditure - The City's total obligation under this Contract shall not exceed **\$3,000,000** (Three Million Dollars) subject to available funding. Contractor further understands and agrees that execution of this Contract does not guarantee that Contractor's personnel will be utilized or that any or all of these funds will be expended.

3. **Change to Appendix C.** Appendix C of the Contract is hereby modified to include the rates below.

A. STATIC IP PRICING

The following class C static IP pricing will be added to the fiber internet cost when requested.

Per Class C static IP pricing is \$ 149 MRC

B. BURSTABLE SERVICE

Burstable Service can be added to any dedicated internet service defined under Appendix C. Additional use charges of \$20 per Mbps will be added to the MRC (monthly recurring cost) for such Primary Service Location or Secondary Service Location, as the case may be.

Charges for Time Warner Cable Dedicated Internet Access with Burst Option

("Burstable Service") consist of three (3) components: (a) a nonrecurring installation charge ("NRC") per connection (unless waived by TWC); (b) a fixed monthly recurring charge ("MRC") based on the Committed Information Rate ("CIR") specified in this Agreement; and (c) a NRC based on usage to the extent usage exceeds the CIR in this Agreement. Customer's usage of Burstable Service is calculated by measuring Customer's Send Traffic and Receive Traffic every five (5) minutes for the previous five (5) minute period. At the end of each month, the Send Traffic and Receive Traffic sample sets for that month are separately ordered from highest to lowest and the top five percent (5%) of samples are discarded. The highest remaining sample (either Send Traffic or Receive Traffic) is the ninety-fifth (95th) percentile. If the ninety-fifth (95th) percentile is a fraction of a megabit, it is rounded to the next full megabit and is compared to the CIR. If the ninety-fifth (95th) percentile is greater than the CIR, Customer will, in addition to being billed for the CIR, be billed for the difference between the CIR and the ninety-fifth (95th) percentile and such difference shall be billed at the contracted-for price per megabit.

C. REDUNDANT SITE SERVICE

Business solutions for back up or redundant hub site services that facilitate business continuity are billed as follows:

- Additional Ethernet Virtual Circuits (EVC's) from a given site to an additional host site will incur a 20% port only fee. No additional charges will apply to the host site.

Add new pricing provision to reflect "special discount pricing" for LAWA's Skyview Center, Telecom and 7303 World Way West.

The following Secondary Service locations will be added to the Secondary Service Location table:

LAWA – Skyview Center 6053 W. Century Blvd Suite 200 Los Angeles, CA 90045	30Mb	Fiber Internet	3 Yr	\$1,024.00
LAWA – Telecom 10285 Post Way Los Angeles, CA 90045	30Mb	Fiber Internet	3 Yr	\$1,024.00
7303 World Way West Los Angeles, CA 90045 To: 2260 E. El Segundo Blvd Los Angeles, CA 90045 **	10Gig	Pt to Pt Fiber	3 Yr	\$6,500

** 10Gig service eligible to move to 444N. Nash St. El Segundo, CA 90245 at an ICB rate.

4. **Change to Appendix E.** The rate tables in Section 1 – Scalable Point-to-Point, and Section 3 – Broadband High Speed Data Solutions, in Appendix E of the Contract, are hereby entirely deleted and replaced by the modified tables below, effective upon mutual execution of this Amendment. Section 7 – Managed Security below including the pricing matrix is hereby added in Appendix E.

1. Scalable Point-to-point, Point-to-multipoint and Multipoint-to-multipoint Fiber Optic Connectivity / Metro Ethernet Solution (MES):

Scalable Internet

Symmetrical Bandwidth *:

List Rate:

5Mbps	\$840
10Mbps	\$1,320
20Mbps	\$1,800
30Mbps	\$2,040
40Mbps	\$2,400
50Mbps	\$2,850
60Mbps	\$3,000
70Mbps	\$3,240
80Mbps	\$3,480
90Mbps	\$3,720
100Mbps	\$4,110
200Mbps	\$5,280
300Mbps	\$6,480
400Mbps	\$7,680
500Mbps	\$8,880
600Mbps	\$10,080
700Mbps	\$11,280
800Mbps	\$12,480
900Mbps	\$13,680
1Gbps	\$14,670
10Gbps	\$25,000

Scalable Transport

Symmetrical Bandwidth*:

List Rate:

5Mbps	\$780
10Mbps	\$1,020
20Mbps	\$1,320
30Mbps	\$1,500
40Mbps	\$1,680
50Mbps	\$1,920

60Mbps	\$2,040
70Mbps	\$2,220
80Mbps	\$2,400
90Mbps	\$2,640
100Mbps	\$2,952
200Mbps	\$3,240
300Mbps	\$3,600
400Mbps	\$3,960
500Mbps	\$4,080
600Mbps	\$4,440
700Mbps	\$4,800
800Mbps	\$5,160
900Mbps	\$5,640
1Gbps	\$6,000
10Gbps	\$10,000

*List prices for buildings in which Time Warner Cable owned fiber is already available.

3. Broadband High Speed Data Solutions:

Tier:	* Bandwidth	MRC ¹ :
1	***3 Mbps x 384 Kbps	\$55.96
2	** 5 Mbps x 512 Kbps	\$69.99
3	** 7 Mbps x 786 Kbps	\$79.99
4	** 10 Mbps x 1 Mbps	\$109.99
5	** 12 Mbps x 1.5 Mbps	\$149.99
6	** 15 Mbps x 2 Mbps	\$199.99
7	** 35 Mbps x 5 Mbps	\$320.00
8	** 50 Mbps x 5 Mbps	\$385.00

*Tier is based on 1-10 locations. Additional discounts may apply based on a total project and the number of locations and are determined on an ICB.

** All Tiers come with Dynamic IP's

*** 3 Mbps x 384 Kbps pricing no longer available for new install.

¹ WIFI LAN can be added to any tier for \$9.95/month.

7. Managed Security:

The TWCBC Managed Security Solutions service delivers an integrated network perimeter defense solution that includes a variety of threat management and productivity enhancing tools, monitored and managed on a "24 x 7" x 365. This service was included in the RFP however the pricing was omitted on the contract.

- **Standard MSS Package Components/Features:**
 - Managed firewall device
 - Gateway Antispyware protection
 - 24x7 Monitoring and management
 - Intrusion prevention service
 - Weekly emailed management reports
 - DMZ (Demilitarized Zone)
 - Web based management reporting
 - Premium content filtering
 - Gateway Antivirus protection
 - Customer web portal

- **Add-On Components/Features**
 - Secure Email Services: Spam Filtering & Virus Scan
 - Secure WiFi (Wireless LAN)

- **Pricing Matrix**

Managed Security Solutions Service Plans	Service Tiers	Device Type	1 or 2 Year Term	3 or 5 Year Term	NRC
	MSS 15 Users	SonicWall TZ 100	\$39.95	\$37.95	\$150.00
	MSS 625 Users	SonicWall TZ 200	\$49.95	\$47.95	\$150.00
	MSS 2650 Users	SonicWall TZ 210	\$59.95	\$56.95	\$150.00
	MSS 5175 Users	SonicWall NSA 240	\$119.95	\$113.95	\$150.00
	MSS 76200	SonicWall NSA 2400	\$239.95	\$227.95	\$150.00
	ICB required for all custom scenarios (Automatic ICB for > 200 users)				

Managed Security Solutions AddOn Optional Services	Service Type	MRC	NRC	
	Secure Email: Spam Filtering & Virus Scanning (MRC is per mailbox)			
	Up to 500 Email Boxes on Domain	\$1.50	N/A	
	501 1000 Email Boxes on Domain	\$1.00	N/A	
	1001 – 2000 Email Boxes on Domain	\$0.75	N/A	
	2001 4000 Email Boxes on Domain	\$0.60	N/A	
	4001+ Email Boxes on Domain	\$0.50	N/A	
	Secure WiFi: Wireless Cloud 802.11 b/g/n WLAN*			
	MSS 15 Users	\$10	\$150.00	
	MSS 625 Users	\$10	\$150.00	
	MSS 2650 Users	\$10	\$150.00	
	MSS 51+ Users	ICB	ICB	

5. **Ratification Clause.** Due to the need for the Contractor's Services to be provided continuously on an ongoing basis, Contractor may have provided

Services prior to the execution of this Amendment. To the extent that said Services were performed in accordance with the terms and conditions of this Amendment, those Services are hereby ratified.

6. **Effect of Amendment.** Except as amended herein, all other provisions of Contract No. C-116087 and Supplemental Agreement No. 1 shall remain unchanged and in full force and effect.

[Signature page follows.]

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be signed by their duly authorized officers.

APPROVED AS TO FORM:
Carmen A. Trutanich, City Attorney

CITY OF LOS ANGELES

By: _____
Laurel L. Lightner
Assistant City Attorney

By: _____
Laura Ito
Director of Finance and Administration
Information Technology Agency

Date: _____

Date: _____

ATTEST: Holly Wolcott
Interim City Clerk

Time Warner Cable Pacific West LLC
d/b/a Time Warner Cable

By: _____

Signature

Date: _____

Printed Name

Title

Date

Signature

Printed Name

Title

Date

BTRC No.: _____