

0150-08919-0001

**TRANSMITTAL**

TO  
The Council

DATE

COUNCIL FILE NO.

DEC 05 2012

FROM  
The Mayor

COUNCIL DISTRICT

**Supplemental Agreement No. 1 to City Contract C-116087 with Time Warner Cable  
and Amendment No. 2 to City Contract C-117048 with Qwest Communications  
Company dba CenturyLink QCC for Internet Connectivity Services**

Transmitted for further processing.  
See the City Administrative Officer report attached.

  
MAYOR

MAS:MAF:11130010c

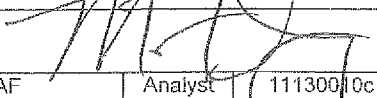


Report From  
**OFFICE OF THE CITY ADMINISTRATIVE OFFICER**  
**Analysis of Proposed Contract**  
(\$25,000 or Greater and Longer than Three Months)

To: The Mayor	Date: 12-05-12	C.D. No. All	CAO File No.: 0150-08919-0001				
Contracting Department/Bureau: Information Technology Agency (ITA)		Contact: Laura Ito, 213.978.3322					
Reference: Request from the Mayor for report dated September 7, 2012							
Purpose of Contract: Internet connectivity services for City facilities							
Type of Contract: ( ) New contract (x) Amendment		Contract Term Dates: Time Warner: October 1, 2009 through September 30, 2014 (two year extension) CenturyLink: March 15, 2010 through September 30, 2014 (19 month extension)					
Amendment Amount: \$0							
Proposed amount \$0 + Prior award(s) \$2,000,000 per contract = Total \$2,000,000 per contract							
Source of funds: General Funds budgeted within ITA's Communication Services account							
Names, Addresses, and Workforce Information for Contractors: Time Warner Cable LLC, 550 North Continental Blvd., Suite 250, El Segundo, CA 90245 (36% of workforce resides in the City) Qwest Communications Company, LLC dba CenturyLink QCC, 1801 California St., 25 <sup>th</sup> Floor, Denver, CO 80202 (<1% of workforce resides in the City)							
	Yes	No	N/A*	8. Contractor has complied with:	Yes	No	N/A*
1. Council has approved the purpose	x			a. Equal Employmt. Oppty./Affirm. Action	x		
2. Appropriated funds are available	x			b. Good Faith Effort Outreach**			x
3. Charter Section 1022 findings completed			x	c. Equal Benefits Ordinance	x		
4. Proposals have been requested	x			d. Contractor Responsibility Ordinance	x		
5. Risk Management review completed	x			e. Slavery Disclosure Ordinance	x		
6. Standard Provisions for City Contracts included	x			f. Bidder Certification CEC Form 50	x		
7. Workforce that resides in the City: See above				*N/A = not applicable ** Contracts over \$100,000			

**COMMENTS**

The Information Technology Agency (ITA) is requesting authority to execute Supplemental Agreement No. 1 (Supplemental Agreement) to City Contract C-116087 with Time Warner Cable, LLC (TWC) and Amendment No. 2 (Amendment) to City Contract C-117048 with Qwest Communication Company LLC dba CenturyLink QCC (CenturyLink) (jointly, "Contracts"). TWC and CenturyLink provide internet services for various City facilities through these Contracts. Both of the existing Contracts were initially executed for a three year term. The proposed Supplemental Agreement and Amendment will extend the terms of each of the Contracts through September 30, 2014. The proposed Supplemental Agreement and Amendment will also reduce Contract service pricing for several large City facilities, including City Hall East, Van Nuys City Hall, and the Central Library. The proposed Supplemental Agreement and Amendment will not substantively alter any other Contract provisions, including the Contract maximum compensation which will remain at an amount not to exceed \$2 million per Contract.

TWC and CenturyLink were selected as a result of a Request for Proposals (RFP) for internet and related services conducted by ITA in 2009. Each Contract includes a menu of internet related services the City can procure, with the most fundamental being the connection of City facilities to the internet. Additionally, the City can purchase cable television services through the TWC Contract. These Contracts are non-exclusive agreements; when the City requires additional internet services, ITA requests pricing from both contractors. ITA then utilizes the contractor that provides the lowest

		
MAF	Analyst	111300 0c
	Assistant CAO	City Administrative Officer

price services. In some cases, both contractors are asked to be available to provide similar services to certain facilities to ensure redundancy and increase reliability. In addition to these two Contracts with TWC and CenturyLink, the City also procures some internet related services through the existing telecommunications services contract with AT&T California (AT&T, C-112988).

The original Contracts were each executed for a three year term. The existing Contract with CenturyLink is for a term effective March 15, 2010 through March 14, 2013. An Amendment No. 1 to the Contract with CenturyLink was previously executed in order to change the name of the vendor from Qwest Communications Company, LLC to CenturyLink, as Qwest was acquired by CenturyLink. The proposed Amendment will extend the CenturyLink Contract by approximately nineteen months, for a new term effective slightly less than four years and seven months through September 30, 2014. The existing Contract with TWC was for a term beginning October 1, 2009 and expired September 30, 2012. The proposed Supplemental Agreement will extend the TWC Contract by two years for a new term effective five years through September 30, 2014. ITA is in the process of beginning a new RFP process for internet services, and anticipates that the contracts with the vendors selected as a result of the new RFP process will begin on or before the Contracts expire on October 1, 2014.

When ITA began the process to extend the existing Contracts, the department approached TWC and CenturyLink to solicit reduced Contract pricing for the term of the extension. Both TWC and CenturyLink provided reduced pricing for several facilities, including City Hall East, Van Nuys City Hall, and the Central Library. TWC is currently providing internet services for these facilities and will continue to provide these services under the extended Contract term, as its pricing was and continues to be the lowest cost for the services. However, under the Supplemental Agreement, pricing will be reduced from \$6,043 per month for City Hall East and Van Nuys City Hall each to \$4,197 per month, for a savings of \$1,846 per month or \$22,152 per year per facility. The Central Library internet services pricing will be reduced from \$10,043 per month to \$5,500 per month, for a savings of \$4,543 per month or \$54,516 per year. CenturyLink's pricing for these facilities will also be reduced under the Amendment from the current Contract pricing, and CenturyLink will be available to provide services at these locations in the unlikely event of a TWC service disruption.

A total of approximately \$1.1 million has been expended on these Contracts to date, including \$280,000 on the CenturyLink Contract and \$833,000 on the TWC Contract. ITA anticipates expenditures on each Contract will not exceed the existing \$2 million maximum compensation per Contract. The currently monthly expenditure on these Contracts is \$5,000 and \$35,000, respectively, for a total estimated expenditure of \$480,000 per year. As indicated above, ITA estimates that the TWC Contract expenditures will be reduced by approximately \$8,235 per month due to reduced Contract pricing. However, the Department also estimates that Contract expenditures for internet services will increase by approximately \$6,000 due to the need to provide internet access at various new Department of Recreation and Parks computer centers that were equipped with new computers using Broadband Technology Opportunities Program (BTOP) grant funds (Council File 09-0648-S17). Therefore, the net effect of the anticipated expenditure decreases and increases results in an estimated monthly savings of approximately \$2,200, or \$26,400 per year.

CenturyLink and TWC have complied with all applicable City contracting requirements. Charter Section 1022 does not apply to the Contracts as there is no defined labor component associated with the provision of internet services. The Mayor waived the Good Faith Effort outreach for the original Contracts. In accordance with the Los Angeles Administrative Code Section 10.5(a), Council approval of the proposed Supplemental Agreement and Amendment is required because the Contracts will

exceed three years in term and the annual expenditure on the Contracts exceeds \$137,319. ITA has \$998,563 budgeted within the Department's 2012-13 Communication Services Account to fund cable and internet services, including expenditures through these Contracts as well as internet services provided through the telecommunications contract with AT&T. As previously indicated, ITA anticipates expending slightly more than \$450,000 in 2012-13 on these Contracts. Therefore, there are sufficient budgeted funds available to support the anticipated Contract expenditures. Future Fiscal Year Contract expenditures are subject to future appropriation.

## **RECOMMENDATIONS**

That the Council:

1. Approve and authorize the interim General Manager of the Information Technology Agency, or designee, to execute Supplemental Agreement No. 1 to City Contract C-116087 with Time Warner Cable, LLC for Citywide internet connectivity services, in order to revise contract pricing and extend the term of the Contract by two years for a revised term effective five years from October 1, 2009 through September 30, 2014, subject to the approval of the City Attorney; and
2. Approve and authorize the interim General Manager of the Information Technology Agency, or designee, to execute Amendment No. 2 to City Contract C-117048 with Qwest Communications Company, LLC doing business as CenturyLink QCC for Citywide internet connectivity services, in order to revise contract pricing and extend the term of the Contract by approximately nineteen months for a revised term effective slightly less than four years and seven months from March 15, 2010 through September 30, 2014, subject to the approval of the City Attorney.

## **FISCAL IMPACT STATEMENT**

Approval of the recommendations of this report will result in anticipated combined expenditures of slightly more than \$450,000 in 2012-13 on City Contract C-116087 with Time Warner Cable, LLC and City Contract C-117048 with Qwest Communications Company, LLC doing business as CenturyLink QCC. The City procures a variety of internet services through these Contracts. The 2012-13 Adopted Budget includes sufficient budgeted funds within the Information Technology Agency's Communication Services Account to fund these anticipated Contract expenditures. Remaining Contract expenditures will be subject to future annual appropriations within the Adopted Budget. Since budgeted funds are available in 2012-13 and future payments are subject to future appropriation, the recommendations of this report are in compliance with the City's Financial Policies.

# City of Los Angeles

California

GARY LEE MOORE, P.E.  
INTERIM GENERAL MANAGER  
CHIEF TECHNOLOGY OFFICER

MARK P. WOLF  
Executive Officer

ASSISTANT GENERAL MANAGERS  
Beverley Dembo  
Greg Steinmehl, Interim



ANTONIO R. VILLARAIGOSA  
MAYOR

INFORMATION TECHNOLOGY  
AGENCY

ROOM 1400, CITY HALL EAST  
200 NORTH MAIN STREET  
LOS ANGELES, CA 90012  
(213) 978-3311  
FAX (213) 978-3310

ita.facility.org

September 7, 2012

REF: ASB-171-12

Honorable Antonio R. Villaraigosa  
Mayor, City of Los Angeles  
Room 303, City Hall  
Los Angeles, CA 90012

Attention: Mandy Morales, Legislative Coordinator

Subject: **REQUEST FOR AMMENDMENTS TO PERSONAL SERVICES  
CONTRACTS - INTERNET SERVICES PROVIDERS**

Dear Mayor Villaraigosa:

In accordance with Executive Directive No. 3, attached for your review and approval are amendments to personal services Contract No. C-116087 with Time Warner Cable LLC (Time Warner) and Contract No. C-117048 with Qwest Communications Company LLC dba CenturyLink QCC (CenturyLink). These amendments will permit Time Warner and CenturyLink to continue providing Internet services and related services without disruption for an additional two years beyond the original three year term of the contract.

## Background

On November 3, 2008, ITA issued a Request for Proposals (RFP) for Internet Services. The intent of the RFP was to establish contracts for Internet connections with Internet Service Providers (ISP) in order to establish a robust Internet architecture for the City, capable of supporting the City's inbound and outbound Internet traffic requirements. The resulting contracts provide the City with two independent Internet connections with fault protection and sufficient capacity to meet the City's Internet needs at City Hall East and the Marvin Braude Center in Van Nuys.

The City entered into a three-year contract with Time Warner effective October 1, 2009, and with CenturyLink on March 15, 2010. ITA is requesting an extension of the current contracts with a co-termination date of September 30, 2014. ITA intends to release a Request for Proposals (RFP) for Internet services to replace the current contract(s) with Time Warner and CenturyLink. Based on the complex and lengthy negotiation time required for these types of contracts, it is estimated that ITA will need at least one year to execute new contracts for Internet service, in addition to the time required to release, and evaluate RFPs and select a proposer(s). Extending both contracts until September

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CITY ADMINISTRATIVE OFFICER

30, 2014 should provide ITA sufficient time to release a new RFP and execute replacement contract(s). Moreover, extending the current contracts will effectuate lower rates as agreed to by the primary provider, Time Warner. Time Warner offered lower rates for the largest service locations, as shown below, subject to the extension of the current contract term through September 2014. This list does not show all the locations or services that this contractor provides as they are too numerous, but only illustrates the three primary locations where the most substantial savings will be achieved.

Vendor	Renewal Period	Service Address	Speed	Monthly Current Rate	New Rate	Savings	% Reduction
Time Warner	Renew for 2 Years	200 N. Main Street 90012	300	\$6,043.00	\$4,197.00	\$1,846.00	30.55%
		6262 Van Nuys Blvd. 90071	300	\$6,043.00	\$4,197.00	\$1,846.00	30.55%
		630 W. 5th Street 90012	500	\$10,043.00	\$5,500.00	\$4,543.00	45.24%
		<b>Total</b>		<b>\$22,129.00</b>	<b>\$13,894.00</b>	<b>\$8,235.00</b>	<b>37.21%</b>

The contract limit for each contract is \$2,000,000. As of July 2012, ITA has expended over \$830,000 on Time Warner and less than \$200,000 on CenturyLink contract. A minor amount had been allocated to other departments for their use.

Currently, ITA's monthly invoices for Time Warner and CenturyLink are approximately \$35,000 and \$5,000 respectively. Although ITA estimates that the City's usage of the Time Warner contract will increase by about \$6,000 monthly in the future due to the addition of Recreation and Parks' Broadband Technology Opportunities Program Computer Centers sites, there will still be a net reduction in the monthly invoice due to the implementation of the new rates. ITA does not anticipate any significant increase in CenturyLink's monthly invoice. The current contract limit for both Time Warner and CenturyLink is sufficient even if the monthly expenditures fluctuate moderately as a result of requests to add or cancel Internet connection lines. The execution of these contract amendments does not obligate the City to utilize all the contractors' services or all of the allocated funds. The contracts are also subject to termination by the City if funds are not appropriated for the services in any ensuing fiscal year commencing July 1.

Both Time Warner and CenturyLink have uploaded the following required documents in BAVN; CenturyLink's documents have been verified, and approval of Time Warner's documents by Office of Contract Compliance at Public Works/Bureau of Contract Administration are pending.

	Yes	No	N/A*	8. Contractor has complied with:	Yes	No	N/A*
1. Council has approved the purpose	x			a. Equal Employmt. Oppty./Affirm. Action	x		
2. Appropriated funds are available	x			b. Good Faith Effort Outreach			x
3. Charter Section 1022 completed			x	c. Equal Benefits Ordinance	x		
4. Proposals have been requested	x			c. Contractor Responsibility Ordinance	x		
5. Risk Management review completed	x			e. Slavery Disclosure Ordinance	x		
6. Standard Provisions for City Contract	x			f. Bidder Certification CEC Form 50	x		
7. Workforce that resides in the City: %				*N/A = not applicable			

The headquarters address and workforce information for each contractor is as follows:

CenturyLink  
 1801 California St., 25<sup>th</sup> Floor  
 Denver, CO 80202  
 % of Workforce Residing in the City: <1%

Time Warner Cable LLC  
 550 N. Continental Blvd. Suite 250  
 El Segundo, CA 90245  
 % of Workforce Residing in the City: 36%

Both contractors have provided current proof of insurance in the amounts identified by the City's Risk Manager.

ITA is requesting an expedited review and approval of the contract amendments in an effort to provide City departments with continuous and Internet service.

**Fiscal Impact Statement**

Required funding for these contracts is available in the Information Technology Agency's fiscal year 2012-2013 Communication Services Account. No additional funding is required.

**Recommendation**

That the City Council, subject to the approval of the Mayor, authorize the General Manager of the Information Technology Agency, or his designee, to execute a personal services contract amendments with Time Warner and CenturyLink to extend the terms of each contract until September 30, 2014.

Please contact Ms. Laura Ito at 978-3322 with any additional questions.

Honorable Antonio R. Villarraigosa  
September 7, 2012  
Page 4

Respectfully yours,



Gary L. Moore, P.E.  
Interim General Manager

Enclosures

ec: Melissa Fleming, CAO  
Mandana Khatibshahidi, CLA  
Anne Wu, ITA  
Bruce Smith, ITA  
Irene Mayeda, ITA  
Nicanier Rosas, ITA



**SUPPLEMENTAL AGREEMENT NO. 1 TO  
CONTRACT C-110687  
between  
CITY OF LOS ANGELES  
and  
TIME WARNER CABLE LLC**

THIS Supplemental Agreement No. 1 to Contract C-110687 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 LLC, through its Los Angeles Division, a Delaware limited liability company (hereinafter referred to as "Contractor").

**WITNESSETH:**

WHEREAS, the City of Los Angeles, as a local government serving its constituency, has an obligation to provide its services at the lowest cost to the public, improve the quality of life, and to foster economic growth within its jurisdiction; and

WHEREAS, through its public Internet presence, the City provides e-Government services and public information such as streaming video of City Council meetings, business opportunities, employment opportunities and legislative information; and

WHEREAS, on October 1, 2009, the City and Contractor entered into Contract C-110687, whereby Contractor agreed to provide internet and related services to the City; and

WHEREAS, the Contract will expire on September 30, 2012; and

WHEREAS, it is beneficial for the City to extend the term of the Contract for two years in order to take advantage of the discount pricing proposed by the Contractor for specific service locations during the extension; and

WHEREAS, the Contractor has demonstrated to the City that it is well qualified to provide Internet services and establish a robust architecture capable of supporting the City's inbound and outbound Internet traffic requirements; and

WHEREAS, the City now desires to amend Contract C-110687 to extend the contract term and revise the rates for specific service locations included 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. This Contract shall continue until the term expires or until terminated as provided in Section 7 of this 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. **Change to Appendix C** - The table in Appendix C for Primary Service Location is hereby modified to append four (4) rows listed in the table below replacing the four (4) corresponding rows in previous version of Appendix C effective on the start date of the term specified below regardless of the date the amendment is fully executed.

Primary Service Location	CIR	Service Type	Term	MRC:
City Hall East 200 N. Main Street, Los Angeles 90012	500 Mbps	Fiber Internet	10/1/12 – 9/30/14	\$5,500.00
Marvin Braude Constituent Service Center 6263 Van Nuys Blvd., Van Nuys 91401	300 Mbps	Fiber Internet	10/1/12 – 9/30/14	\$4,197.00
Central Library 630 W. Fifth Street, Los Angeles 90071	500 Mbps	Fiber Internet	10/1/12 – 9/30/14	\$5,500.00
City Mall – Space 2 200 N. Main Street, Los Angeles 90012	5 Mbps	Fiber Internet	10/1/12 – 9/30/14	\$625.00

3. Section 21. First Source Hiring Ordinance is hereby added to the contract and shall read as follows:

**21. FIRST SOURCE HIRING ORDINANCE**

Unless otherwise exempt in accordance with the provisions of this Ordinance, this contract is subject to the applicable provisions of the First Source Hiring Ordinance (FSHO), Section 10.44 et seq. of the Los Angeles Administrative Code, as amended from time to time.

A. CONTRACTOR/CONSULTANT shall, prior to the execution of the contract, provide to the DAA a list of anticipated employment opportunities that CONTRACTOR/CONSULTANT estimate they will need to fill in order to perform the services under the Contract.

- B. CONTRACTOR/CONSULTANT further pledges that it will, during the term of the Contract, shall a) At least seven business days prior to making an announcement of a specific employment opportunity, provide notifications of that employment opportunity to the Community Development Department (CDD), which will refer individuals for interview; b) Interview qualified individuals referred by CDD; and c) Prior to filling any employment opportunity, the CONTRACTOR/CONSULTANT shall inform the DAA of the names of the Referral Resources used, the names of the individuals they referred, the names of the referred individuals who the CONTRACTOR/CONSULTANT interviewed and the reasons why referred individuals were not hired.
- C. Any Subcontract entered into by the CONTRACTOR/CONSULTANT relating to this Agreement, to the extent allowed hereunder, shall be subject to the provisions of FSHO, and shall incorporate the FSHO.
- D. CONTRACTOR/CONSULTANT shall comply with all rules, regulations and policies promulgated by the designated administrative agency, which may be amended from time to time.

Where under the provisions of Section 10.44.13 of the Los Angeles Administrative Code the designated administrative agency has determined that the CONTRACTOR/CONSULTANT intentionally violated or used hiring practices for the purpose of avoiding the article, the determination must be documented in the Awarding Authority's Contractor Evaluation, required under Los Angeles Administrative Code Section 10.39 et seq., and must be documented in each of the Contractor's subsequent Contractor Responsibility Questionnaires submitted under Los Angeles Administrative Code Section 10.40 et seq. This measure does not limit the City's authority to act under this article.

Under the provisions of Section 10.44.8 of the Los Angeles Administrative Code, the Awarding Authority shall, under appropriate circumstances, terminate this contract and otherwise pursue legal remedies that may be available if the designated administrative agency determines that the subject CONTRACTOR/CONSULTANT has violated provisions of the FSHO.

- 4. 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 supplemental agreement. To the extent that said services were performed in accordance with the terms and conditions of this supplemental agreement, those services are hereby ratified.
- 5. Except as amended herein, all other provisions of Contract No. C-110687 shall remain in full force and effect.

IN WITNESS THEREOF, 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: June Lagmay  
City Clerk

Time Warner Cable LLC  
through its Los Angeles Division

By: \_\_\_\_\_

\_\_\_\_\_  
Signature

Date: \_\_\_\_\_

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

BTRC No.: \_\_\_\_\_

**AMENDMENT NO. 2 TO  
CONTRACT C-117048  
between  
CITY OF LOS ANGELES  
and  
QWEST COMMUNICATIONS COMPANY, LLC DBA CENTURYLINK QCC**

THIS Amendment No. 2 to Contract C-117048 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 Qwest Communications Company, LLC dba CenturyLink QCC (hereinafter referred to as "Contractor").

WITNESSETH:

WHEREAS, the City of Los Angeles, as a local government serving its constituency, has an obligation to provide its services at the lowest cost to the public, improve the quality of life, and to foster economic growth within its jurisdiction; and

WHEREAS, through its public Internet presence, the City provides e-Government services and public information such as streaming video of City Council meetings, business opportunities, employment opportunities and legislative information; and

WHEREAS, on March 15, 2010, the City and Contractor entered into Contract C-117048, whereby Contractor agreed to provide internet and related services to the City; and

WHEREAS, it is beneficial for the City to extend the term of the Contract for two years effective October 1, 2012 in order to take advantage of the discount pricing proposed by the Contractor for specific service locations during the extension; and

WHEREAS, the Contractor has demonstrated to the City that it is well qualified to provide Internet services and establish a robust architecture capable of supporting the City's inbound and outbound Internet traffic requirements; and

WHEREAS, the City now desires to amend Contract C-117048 to extend the contract term and revise the rates for specific service locations included 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 March 15, 2010 and shall continue in effect through September 30, 2014. This Contract shall continue until the Term expires or until terminated as provided in Section 7 of this Contract. 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. **Change to Appendix B** - The table in Appendix B entitled, "Internet Access Pricing" is hereby modified to add the table below and delete all rows in Appendix B matching the address of the following three (3) Primary City Facilities effective on the start date of the term specified below regardless of the date the amendment is fully executed.

Primary City Facilities	Port Size	Circuit Type	Term	MRC:*
City Hall East 200 N. Main Street, Los Angeles 90012	300 Mb	GigE/300 Mb	10/1/12 – 9/30/14	\$4,250.00
Marvin Braude Constituent Service Center 6263 Van Nuys Blvd., Van Nuys 91401	300 Mb	GigE/300 Mb	10/1/12 – 9/30/14	\$6,325.00
Central Library 630 W. Fifth Street, Los Angeles 90071	500 Mb	GigE/500 Mb	10/1/12 – 9/30/14	\$7,345.00

No construction charges will be assessed provided the City selects CenturyLink for at least two (2) of the three (3) Internet services listed above, and the Metro Ethernet private line. Two-year contract extension required. Services must remain in service throughout the extension term.

For sites other than CHE and Garland Bldgs, no additional installation charges are expected. If it is discovered during the installation process that some unforeseen construction is required by the Local Carrier, and additional costs need to be passed on to the City, CenturyLink will notify the City of this issue. At that time, the City will have the option to proceed or not.

As normal, if any access circuits need to be extended beyond the MPOE (minimum point of entry) additional installation charges will apply.

3. Section 13. First Source Hiring Ordinance is hereby added to the contract and shall read as follows:

### **13. FIRST SOURCE HIRING ORDINANCE**

Unless otherwise exempt in accordance with the provisions of this Ordinance, this contract is subject to the applicable provisions of the First Source Hiring Ordinance (FSHO), Section 10.44 et seq. of the Los Angeles Administrative Code, as amended from time to time.

- A. CONTRACTOR/CONSULTANT shall, prior to the execution of the contract, provide to the DAA a list of anticipated employment opportunities that CONTRACTOR/CONSULTANT estimate they will need to fill in order to perform the services under the Contract.

- B. CONTRACTOR/CONSULTANT further pledges that it will, during the term of the Contract, shall a) At least seven business days prior to making an announcement of a specific employment opportunity, provide notifications of that employment opportunity to the Community Development Department (CDD), which will refer individuals for interview; b) Interview qualified individuals referred by CDD; and c) Prior to filling any employment opportunity, the CONTRACTOR/CONSULTANT shall inform the DAA of the names of the Referral Resources used, the names of the individuals they referred, the names of the referred individuals who the CONTRACTOR/CONSULTANT interviewed and the reasons why referred individuals were not hired.
- C. Any Subcontract entered into by the CONTRACTOR/CONSULTANT relating to this Agreement, to the extent allowed hereunder, shall be subject to the provisions of FSHO, and shall incorporate the FSHO.
- D. CONTRACTOR/CONSULTANT shall comply with all rules, regulations and policies promulgated by the designated administrative agency, which may be amended from time to time.

Where under the provisions of Section 10.44.13 of the Los Angeles Administrative Code the designated administrative agency has determined that the CONTRACTOR/CONSULTANT intentionally violated or used hiring practices for the purpose of avoiding the article, the determination must be documented in the Awarding Authority's Contractor Evaluation, required under Los Angeles Administrative Code Section 10.39 et seq., and must be documented in each of the Contractor's subsequent Contractor Responsibility Questionnaires submitted under Los Angeles Administrative Code Section 10.40 et seq. This measure does not limit the City's authority to act under this article.

Under the provisions of Section 10.44.8 of the Los Angeles Administrative Code, the Awarding Authority shall, under appropriate circumstances, terminate this contract and otherwise pursue legal remedies that may be available if the designated administrative agency determines that the subject CONTRACTOR/CONSULTANT has violated provisions of the FSHO.

- 4. 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.
- 5. Except as amended herein, all other provisions of Contract No. C-117048 shall remain in full force and effect.

IN WITNESS THEREOF, 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: June Lagmay  
City Clerk

Qwest Communications Company, LLC  
dba CenturyLink QCC

By: \_\_\_\_\_

\_\_\_\_\_  
Signature

Date: \_\_\_\_\_

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

BTRC No.: \_\_\_\_\_