

**AMENDMENT NO. 2 TO AGREEMENT NO. 197 BETWEEN THE CITY OF
LOS ANGELES DEPARTMENT OF WATER AND POWER
AND SWITCH COMMUNICATIONS GROUP L.L.C.**

THIS AMENDMENT NO. 2 to Agreement No. 197 is made and entered into by and between the City of Los Angeles acting by and through the Los Angeles Department of Water and Power (LADWP), a municipal corporation, and Switch Communications Group L.L.C. (Contractor) are referred to under this Amendment as "Party" and collectively as the "Parties."

WHEREAS, the parties entered into Agreement No. 197 (which together with all amendments thereto is hereinafter referred to as the "Agreement") for Switch Communications Group L.L.C. to provide computer space, associated utility, telecommunication, security, and other services for use as an out-of-state disaster recovery data center for four years, four months and 29 days, from January 10, 2010 through June 8, 2014; and

WHEREAS, LADWP requires continuous use of the computer space and associated utility and services to ensure an uninterrupted operation of the out-of-state disaster recovery data center, beyond expiration of Agreement No. 197 on June 8, 2014; and

WHEREAS, LADWP is proposing Amendment No. 2 to extend the Agreement for a five-year term with one five-year optional period and increase the agreement limit by \$12,000,000.00.

NOW, THEREFORE, BE IT RESOLVED the parties hereby agree to amend Agreement No. 197 as follows:

1. Amendment No. 197 is amended to increase the contract duration and funding amount. Upon execution of this Amendment by all Parties hereto,
 - a. Agreement No. 197 shall terminate five years after execution of this amendment; and LADWP shall have the sole discretion to exercise the renewal option.
 - b. The total agreement limit shall be increased from \$5,750,000.00 to a total not-to-exceed amount of \$17,750,000.00. Pricing shall be fixed for the entire Agreement period. The Contractor's services and work pursuant to this Agreement shall not exceed said amount without prior approval of the Board of Water and Power Commissioners. LADWP is not obligated to pay the Contractor for any services or work done and/or costs incurred in excess of the appropriated amount unless additional appropriations are made and a written amendment to this Agreement is executed by the parties.

2. Except as herein amended above, all other terms and conditions of Agreement No. 197 shall remain in full force and effect.
3. This Second Amendment is executed in one original and one duplicate original, each of which is deemed to be an original. This Amendment includes two pages.

IN WITNESS WHEREOF, the signatories hereto represent that they are authorized to enter into this Second Amendment to Agreement No. 197.

DEPARTMENT OF WATER AND POWER
OF THE CITY OF LOS ANGELES BY
BOARD OF WATER AND POWER COMMISSIONERS
OF THE CITY OF LOS ANGELES

By: _____
MARCIE L. EDWARDS
General Manager

Date: _____

And: _____
BARBARA E. MOSCHOS
Board Secretary

APPROVED AS TO FORM AND LEGALITY
MICHAEL N. FEUER, CITY ATTORNEY

MAR 20 2014

BY _____
DIRK P. BROERSMA
DEPUTY CITY ATTORNEY

SWITCH COMMUNICATIONS L.L.C.

By Melissa Young
Chairman of Board of Directors, President, or Vice-President

Date: 5-8-2014

and

By John M. [Signature]
Secretary, Assistant Secretary, or Chief Financial Officer

Date: 5/8/2014