

# CITY OF LOS ANGELES

CALIFORNIA

INFORMATION TECHNOLOGY  
AGENCY

STEVE RENEKER  
GENERAL MANAGER  
CHIEF TECHNOLOGY OFFICER

MARK P. WOLF  
EXECUTIVE OFFICER

ASSISTANT GENERAL MANAGERS  
TED M. ROSS  
GREG R. STODDARD



ERIC GARCETTI  
MAYOR

2015 MAR 16 PM 3:42  
CITY ADMINISTRATIVE OFFICER

ROOM 1400, CITY HALL EAST  
200 NORTH MAIN STREET  
LOS ANGELES, CA 90012  
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ITA.LACITY.ORG

March 11, 2015

REF: ASB-046-15

Honorable Eric Garcetti  
Mayor, City of Los Angeles  
Room 303, City Hall  
Los Angeles, CA 90012

Attention: Mandy Morales, Legislative Coordinator

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

Dear Mayor Garcetti:

Attached for your review and approval are amendments to personal services Contract No. C-116087 with Time Warner Cable Pacific West LLC dba Time Warner Cable (Time Warner) and Contract No. C-117048 with CenturyLink Communications, LLC (formerly known as Qwest Communications Company LLC dba CenturyLink QCC) (CenturyLink). These amendments will extend the term of the contracts for one year to allow service providers to continue providing internet services Citywide with no interruption while ITA completes the new RFP process and transfer services if necessary.

## Background

The City entered into a three-year contract with Time Warner effective October 1, 2009, and with CenturyLink on March 15, 2010 that provided 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 internet services covered under these contracts are critical to the City's daily business. The Time Warner contract also provides cable TV, cable modem, point to point data connections and telephone services for exclusive franchise in the Playa Del Rey area not covered in the AT&T nor Verizon service area. These services are utilized by all Council Controlled Departments and are funded through ITA's budget allocation, or paid directly by the user departments, or from inter-departmental transfers to ITA.

The two contracts were subsequently amended to extend the term of the contracts with a co-termination date of September 2014. These two contracts were further amended to extend the term of the contracts on a month to month basis for up to one year to allow time for ITA to develop and release a new RFP. Although ITA has indeed developed a new RFP and expects to release it in a couple of months, it is unlikely that new

contracts will be established prior to termination of the current contracts. Given the history of the previous RFP process, factors that may delay the execution of new contracts include prolonged negotiation of terms and conditions and transfer of services from current provider to new provider. Transitioning services may take about three months and requires both old and new service providers to be simultaneously in operation. Therefore, ITA is requesting to extend the term of the contracts for one additional year to allow ITA sufficient time to execute new contracts and allow internet services to continue without interruption. Disruption to the service will have adverse effect on daily City business.

The original contract limit for both Time Warner and CenturyLink was \$2 million each; however an additional 1 million was added to Time Warner's contract which increased the contract limit to \$3 million in order to pay for the services that Time Warner will provide during the extension. As of April 2013, ITA has expended approximately over \$1,882,000 on Time Warner and less than \$283,000 on CenturyLink contract. Some amount had been allocated to other departments for their use.

Currently, ITA's monthly invoices for Time Warner and CenturyLink are approximately \$55,000 and \$5,000 respectively. ITA does not anticipate any significant increase in CenturyLink's monthly invoice so the current contract limit for CenturyLink is sufficient. However, the monthly invoice for Time Warner may increase up to \$90,000 due to the addition of internet and related services being provided to a number of LAFD stations, which were recently transferred from T1 lines to Time Warner fiber. City departments will also require additional contract authority to pay for future invoices. ITA estimates that the Time Warner contract limit must increase by \$1.5 million to cover anticipated expenditures Citywide through September 2016 plus any other unforeseen events that necessitate Time Warner services. The execution of these contract amendments does not obligate the City to utilize all the contractors' services nor to expend all of the contract authority. 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 affidavits uploaded in BAVN have been reviewed and verified by Office of Contract Compliance at Public Works/Bureau of Contract Administration.

	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: %				g. CEC Form 55	x		
				h. First Source Hiring Ordinance	x		

Mayor Eric Garcetti  
March 11, 2015  
Page 3 of 3

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

CenturyLink  
100 CenturyLink Dr.  
Monroe, LA 71203  
% of Workforce Residing in the City: <1%

Time Warner  
60 Columbus Circle  
New York, NY 10023  
% of Workforce Residing in the City: 3.13%

Both Contractors have provided current proof of insurance in the amounts identified by the City's Risk Manager at the City's Track4la website.

The contract amendments have been reviewed and approved by the City Attorney as to form.

### **Fiscal Impact Statement**

Required funding for these contracts is in ITA's 2015-16 base budget in the Communication Services Account, 9350. 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 personal services contract amendments with Time Warner and CenturyLink to extend the terms of each contract for one year ending in September 30, 2016 and to increase the expenditure authority for the Time Warner contract by \$1,500,000.

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

Respectfully yours,



Steve Reneker  
General Manager

Enclosures

ec: Claudia Aguilar, CAO  
Anne Wu, ITA  
Irene Mayeda, ITA  
Nicanier Rosas, ITA

**AMENDMENT NO. 4 TO  
CONTRACT C-117048**

**between**

**CITY OF LOS ANGELES**

**and**

**CENTURYLINK COMMUNICATIONS, LLC**

(formerly known as Qwest Communications Company, LLC dba CenturyLink QCC)

THIS Amendment No. 4 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 CenturyLink Communications, LLC (formerly known as Qwest Communications Company, LLC dba CenturyLink QCC, hereinafter referred to as "Contractor").

WITNESSETH:

WHEREAS, on March 15, 2010, the City and Contractor's predecessor, Qwest Communications Company, LLC entered into Contract C-117048, whereby Contractor agreed to provide internet and related services to the City; and

WHEREAS, on May 17, 2012, Contract C-117048 was amended that changed the assignee of the Contract to Qwest Communications Company, LLC dba CenturyLink QCC; and

WHEREAS, on March 13, 2013, Contract C-117048 was subsequently amended which extended the term of the contract through September 30, 2014; and,

WHEREAS, on June 18, 2014, Contract C-117048 was amended which 1) included provisions of "Burstable Service" in the Contract that mitigated the impacts of unexpected surges in internet usage during newsworthy events of interest to a broad range of users, 2) included additional internet-related services in the Contract for the benefit of the City, 3) extended the term of the Contract on a month to month basis for up to twelve (12) months; and

WHEREAS, the City desires to extend the term of the Contract for two more years to allow the Contractor to provide internet services without interruption as the City prepares to go through a new competitive process;

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, 2017. 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. Except as amended herein, all other provisions of Contract C-117048 and prior amendments 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:  
Michael N. Feuer, 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  
City Clerk

CenturyLink Communications, LLC

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

\_\_\_\_\_  
Signature

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

BTRC No.: \_\_

**AMENDMENT NO. 2 TO SUPPLEMENTAL AGREEMENT NO.1 TO  
CONTRACT C-116087  
between  
CITY OF LOS ANGELES  
and  
TIME WARNER CABLE PACIFIC WEST LLC DBA TIME WARNER CABLE**

THIS Amendment No. 2 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 dba 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, on June 19, 2014, Contract C-116087 was amended which 1) included the provisions of "Burstable Service" in the Contract to mitigate the impacts of unexpected surges in internet usage during newsworthy events of interest to a broad range of users, 2) revised the rates for specific services affected by the standardization initiative, 3) included additional internet-related services in the Contract for the benefit of the City, 4) extended the term of the Contract on a month to month basis for up to twelve (12) months, and 5) increased the Contract ceiling amount by \$1 million; and

WHEREAS, the City desires to extend the term of the Contract for two more years to allow the Contractor to provide internet services without interruption as the City prepares for a new competitive process to establish new contract(s);

WHEREAS, the City desires to add \$3,000,000 to the total Contract limit to pay for anticipated Contractor's services during the extended term.

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, 2017. 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 **\$6,000,000** (Six 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. **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.

4. **Effect of Amendment.** Except as amended herein, all other provisions of Contract No. C-116087 and subsequent amendments shall remain unchanged and in full force and effect. All references to "**Contract**" in this Amendment shall mean and refer to Contract No. C-116087, as the same has been amended by this Amendment and all prior amendments.

[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:  
Michael N. Feuer, 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  
City Clerk

Time Warner Cable Pacific West LLC  
dba Time Warner Cable

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

\_\_\_\_\_  
Signature

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

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