
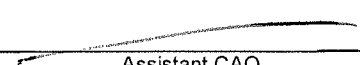
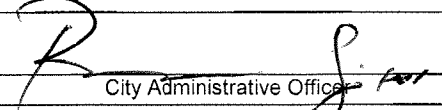


**Report From**  
**OFFICE OF THE CITY ADMINISTRATIVE OFFICER**  
**Analysis of Proposed Contract**  
(\$25,000 or Greater and Longer than Three Months)

To: The Mayor The City Council	Date: 10-27-16	C.D. No. All	CAO File No.: 0150-08919-0004				
Contracting Department/Bureau: Information Technology Agency (ITA)		Contact: Laura Ito, (213) 978-3322					
Reference: ITA transmittal dated September 19, 2016; referred by Mayor for report							
Purpose of Contract: Internet connectivity services for City facilities							
Type of Contract: ( ) New contract ( X ) Amendment	Contract Term Dates: Time Warner Pacific Cable West LLC doing business as Time Warner Cable: October 1, 2009 through September 30, 2022 (three-year extension and two one-year options)  CenturyLink Communications, LLC: March 15, 2010 through September 30, 2022 (three-year extension and two one-year options)						
Amendment Amount for City Contract C-116087 with Time Warner Cable: \$6,000,000 Proposed amount \$20,000,000 + Prior award(s) \$6,000,000 = Total \$26,000,000							
Amendment Amount for City Contract C-117048 with CenturyLink Communications, LLC: \$0 Proposed amount \$0 + Prior award(s) \$2,000,000 = Total \$2,000,000							
Source of funds: General funds budgeted within ITA's Communication Services Account							
Names, Addresses, and Workforce Information for Contractors: Time Warner Cable, 60 Columbus Circle, New York, NY 10023 (3.09% of workforce resides in the City) CenturyLink Communications, LLC, 100 CenturyLink Dr., Monroe, LA 71203 (<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			

**RECOMMENDATIONS**

1. That the Council approve, and authorize, the General Manager of the Information Technology Agency to execute, subject to the approval of the City Attorney:
  - a. Amendment No. 3 to Supplemental Agreement No. 1 to Contract C-116087 with Time Warner Pacific Cable West LLC, doing business as Time Warner Cable, for Citywide internet connectivity services, to increase maximum compensation by \$20 million for a new total contract compensation not to exceed \$26 million, and extend the term of the Contract by three years for a revised contract term effective 11 years from October 1, 2009 through September 30, 2020; and
  - b. Amendment No. 5 to Contract C-117048 with CenturyLink Communications, LLC for Citywide internet connectivity services, to extend the term of the Contract by three years for a revised contract term effective 10 years and six and a half months from March 15, 2010 through September 30, 2020, subject to the approval of the City Attorney;

 CEA	Analyst	11170020	 Assistant CAO	 City Administrative Officer
--	---------	----------	--	--

2. Authorize the General Manager of the Information Technology Agency to execute an amendment, so long as all other terms and conditions remain the same, funds have been budgeted for this purpose, and all other legal requirements are met, subject to the approval of the City Attorney, to:
  - a. Contract C-116087 with Time Warner Cable to extend the term for up to an additional 24 months, in one-year increments;
  - b. Contract C-117048 with CenturyLink Communications, LLC to extend the term for up to an additional 24 months, in one-year increments; and
  - c. Contract C-116087 with Time Warner Cable and Contract C-117048 with CenturyLink Communications in the event of a company name change, to reflect the name change, subject to compliance with the City's contracting requirements, policies and procedures.

## **COMMENTS**

The Information Technology Agency (ITA) is requesting authority to execute amendments with Time Warner Pacific West LLC doing business as Time Warner Cable (Time Warner) and CenturyLink Communications, LLC (CenturyLink), formerly known as Qwest Communications Company, LLC doing business as Century Link QQC, for internet services at City facilities. In addition to these Contracts, the City also procures internet-related services through an existing telecommunications services contract with AT&T California (C-112988).

The proposed amendments will extend the contracts by three years and will also allow ITA to extend the term of the contracts in one-year increments for total contract extensions of up to five years as the Department anticipates releasing a Request for Proposals for internet services at the end of the three year term and seeks to ensure sufficient time for a transition if new vendors are selected.

The annual contract ceiling takes into consideration the utilization of these contracts by other City departments. ITA previously anticipated the contract limit of \$3.0 million for the Time Warner services would be sufficient funding through the contract termination date of September 30, 2017, however, the contract limit will be reached by December, 2016. Consequently, the Time Warner contract limit must be increased to cover anticipated expenditures plus any new additional service requests through the revised term of the amendment.

TWC and CenturyLink 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 amendments is required because the terms of the contracts exceed three years and the annual expenditures on the contracts exceed \$145,566.

## **FISCAL IMPACT STATEMENT**

Funding for the proposed amendments is provided in the Information Technology Agency Communication Services account. There is no additional impact to the General Fund. Future funding for these agreements is contingent upon approval through the annual budget process. The

recommendations in this report comply with the City's Financial Policies in that budgeted funds are available in the current fiscal year and future expenditures are limited to the appropriation of funds in the budget.

*MAS:CEA:11170020*

Attachments

**AMENDMENT NO. 5 TO  
CONTRACT C-117048  
between  
CITY OF LOS ANGELES  
and  
CENTURYLINK COMMUNICATIONS, LLC**

THIS Amendment No. 5 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 (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 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, on July 1, 2015, the City further extended the term of the Contract for two more years ending on September 31, 2017;

WHEREAS, the City desires to extend the term of the Contract for up to five (5) additional years;

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, 2020. The City, at the sole discretion of the ITA General Manager, may extend term of this Contract under the same terms and conditions for two successive one (1) year period upon a written notice to the Contractor. 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. **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.
3. In the event that Contractor undergoes either an ownership change and the new Owner is able to comply with all Contract terms and conditions, or a name change, the General Manager of ITA may, at his discretion, execute an amendment to effect the assumption and/or change the Contractor name.
4. 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. 3 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. 3 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 ("Contract"), whereby Contractor agreed to provide internet and related services to the City; and

WHEREAS, on March 15, 2013, the Contract 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, the Contract 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, on July 1, 2015, the Contract was amended which 1) extended the term for two more years ending on September 30, 2017, and 2) increased the ceiling limit by \$3,000,000 for a total amount of \$6,000,000;

WHEREAS, the City desires to extend the term of the Contract for up to five (5) additional years and increase the total Contract limit by \$20,000,000 to pay for anticipated Contractor's services through 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, 2020. The City, at the sole discretion of the ITA General Manager, may extend term of this Contract under the same terms and conditions for two successive one (1) year period upon a written notice to the Contractor. 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 **\$26,000,000** (Twenty 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. In the event that Contractor undergoes either an ownership change and the new Owner is able to comply with all Contract terms and conditions, or a name change, the General Manager of ITA may, at his discretion, execute an amendment to effect the assumption and/or change the Contractor name.

5. **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.: \_\_\_\_\_