

0150-08078-0008

T R A N S M I T T A L

TO
The Council

DATE
09/22/20

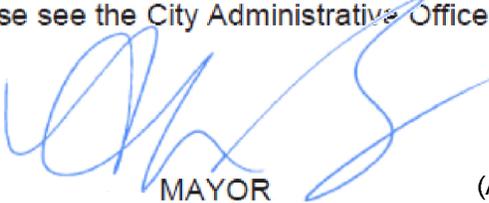
COUNCIL FILE NO.

FROM
The Mayor

COUNCIL DISTRICT
All

Amendment No. 2 to Contract No. C-125796 with AT&T Corporation for Citywide Telecommunications Services through the State of California's CALNET 3 Program

Transmitted for your consideration. The Council has 60 days from the date of receipt to act, otherwise the contract will be deemed approved pursuant to Administrative Code Section 10.5(a). Please see the City Administrative Officer report attached.



MAYOR

(Ana Guerrero for)

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: 09-11-20 | C.D. No. All | CAO File No.: 0150-08078-0008 | | | | |
| Contracting Department/Bureau: Information Technology Agency (ITA) | | Contact: Laura Ito (213) 978-3322 | | | | | |
| Reference: Request from ITA dated August 26, 2020 | | | | | | | |
| Purpose of Contract: Citywide Telecommunications Services | | | | | | | |
| Type of Contract: () New contract (X) Amendment, Contract No. C-125796 | | Contract Term Dates: June 1, 2015 – December 31, 2021 | | | | | |
| Contract/Amendment Amount: \$6,800,000 | | | | | | | |
| Proposed amount \$6,800,000 + Prior award(s) \$30,000,000 = \$36,800,000 | | | | | | | |
| Source of funds: ITA Communications Services Account 009350 | | | | | | | |
| Name of Contractor: AT&T Corporation | | | | | | | |
| Address: 1452 Edinger Avenue, 2 nd Floor, Tustin, CA 92780 | | | | | | | |
| | Yes | No | N/A | Contractor has complied with: | Yes | No | N/A |
| 1. Council has approved the purpose | X | | | 8. Business Inclusion Program | | | X |
| 2. Appropriated funds are available | X | | | 9. Equal Benefits & First Source Hiring Ordinances | | | X |
| 3. Charter Section 1022 findings completed | | | X | 10. Contractor Responsibility Ordinance | | | X |
| 4. Proposals have been requested | | X | | 11. Disclosure Ordinances | X | | |
| 5. Risk Management review completed | X | | | 12. Bidder Certification CEC Form 50 | X | | |
| 6. Standard Provisions for City Contracts included | | | X | 13. Prohibited Contributors (Bidders) CEC Form 55 | X | | |
| 7. Workforce that resides in the City: 0% | | | | 14. California Iran Contracting Act of 2010 | X | | |

RECOMMENDATION

That the City Council authorize the General Manager of the Information Technology Agency, or his designee, to execute Amendment No. 2 to Contract C-125796 with AT&T Corporation for Citywide telecommunications services to extend the term by 18 months for a new contract term of June 1, 2015 to December 31, 2021 and to increase the compensation amount by \$6,800,000 for a total not to exceed \$36,800,000, subject to the approval of the City Attorney as to form.

SUMMARY

The Information Technology Agency (ITA) requests approval of Amendment No. 2 to Contract C-125796 (Contract) with AT&T Corporation (AT&T) for Citywide telecommunications services through the State of California's (State) CALNET 3 Program (CALNET 3). The majority of City facility fixed-line telephone costs are funded through this Contract.

In 2015, the California Department of Technology, Office of Technology Services, transitioned CALNET 2 services for which the City contracted with AT&T to CALNET 3. CALNET 3 provides local jurisdictions within the State the ability to use Master Services Agreements (MSA) to obtain discounted volume pricing that has remained unchanged since CALNET 3's establishment for telecommunications services. The original term of CALNET 3 was five years, effective June 1, 2015, including two one-year

| | | | |
|--------------------|---------|----------|--|
| Maria Ramos | | |  |
| MGR | Analyst | 11210016 | City Administrative Officer |

renewal options. In January 2018, the State exercised its first renewal option for a CALNET 3 term effective through June 30, 2019, and again in 2019 for a second extension through June 30, 2020 for an overall term of five years. The State has extended the term of the CALNET 3 contract until December 31, 2021, and ITA and AT&T would like to extend the term of the City's Contract through the proposed amendment.

When the Contract was initially executed, it was estimated that the City would not exceed \$10 million in expenditures annually under the Contract. Annual expenditures in the last five years have varied from approximately \$4.3 to \$5.7 million based on actual Citywide telephone usage. Funding for this Contract is included annually within ITA's Communication Services Account. Expenditures through the Contract are determined based on Citywide telephone usage. The additional \$6,800,000 requested through the proposed Amendment is based on the average monthly expenditures for the additional 18 months.

Proposed Amendment No. 2 to Contract C-125796

The City obtains data circuits, telephone lines, toll-free lines, voice mail, and long-distance services from AT&T under this Contract. No new services have been added to the proposed amendment. The following services will continue to be procured through the Contract:

- Voice and Data Services – includes dedicated transport, MPLS, VPN and Converged VOIP, Standalone VOIP, long distance calling, toll-free calling, and legacy telecommunications.
- Metropolitan Area Network (MAN) Ethernet – switched Ethernet transport service providing advanced Ethernet functionality using fiber and copper access technology and a switched Ethernet core network. This provides full duplex transport of data signals between the City and an Ethernet switch located in a central office.
- Network-Based Web Conferencing – including features such as multiple meeting centers, integrated audio, WebEx, Cloud Jabber, and added storage of recordings.

It should be noted that AT&T is not the sole provider of these services under CALNET 3. Other CALNET 3 providers of the services above include Verizon, Electric Lightwave, Jive, NWN, CenturyLink, Comcast, Cox, and Level 3. ITA indicates that AT&T's pricing is competitive and that 90 percent of the City's facilities are located within the AT&T service area. This CALNET 3 contract is not exclusive; the City could and does opt to obtain services from another provider as pricing and services required by City departments dictate.

Funds are included in ITA's Communications Services Account (Account 009350) for this purpose. Pursuant to Section I of the proposed amendment, the term of the Contract shall terminate if all funding provided for this service has been expended prior to the December 31, 2021 term.

Charter Section 1022 does not apply as the Contract is with a regulated public utility and there is no defined labor component. AT&T has complied with all applicable City contracting requirements. The Contract is not subject to the Business Inclusion Program, Equal Benefits Ordinance, First Source Hiring Ordinance, or Contractor Responsibility Ordinance because it was entered into pursuant to the State's MSAs, which were competitively bid and provide the City discounted volume pricing. The City Attorney has determined that the standard provisions for City personal services contracts are not required for this Contract due to the nature of the public utility service being procured. In accordance with Los Angeles Administrative Code Section 10.5(b)(2), Council approval of the proposed

amendment is required because the Contract exceeds three years in term and the annual expenditure on the Contract exceeds \$159,978.

The Mayor's Fiscal Year 2020-21 Cost Containment Measures Memorandum dated June 24, 2020 directed departments to suspend the execution of amendments to existing contracts, with limited exceptions for contracts that 1) are essential to public health and safety, 2) generate revenue, or 3) are legally mandated. The services of the contractor partially meets the criteria for public health and safety for exception. The contractor does provide necessary services that are in the best interest of the City as 90 percent of the City's facilities are within the AT&T service area. These services are used by all non-proprietary City departments, including the Mayor's Office and Council Offices. The legacy services are primarily used for the Police Department and the Fire Department public safety related 911 services, including the Fire Alarm and Elevator systems. The Contract is also utilized for non-911 related public safety services by the Bureau of Sanitation, Bureau of Street Services, and Department of Transportation.

FISCAL IMPACT STATEMENT

Funding for this Contract is available in the Department's Communications Services Account, Fund No. 100, Account No. 009350. The impact to the General Fund is limited to the availability of funds appropriated in the budget. The proposed amendment is subject to termination on December 31, 2021, or at such time as all funding provided for the Contract has been expended, whichever occurs first.

FINANCIAL POLICIES STATEMENT

The recommendation of this report is in compliance with the City's Financial Policies as budgeted funding is available to support anticipated contract expenditures.

CITY OF LOS ANGELES



INFORMATION TECHNOLOGY AGENCY

TED M. ROSS
GENERAL MANAGER
CHIEF INFORMATION OFFICER

JOYCE J. EDSON
EXECUTIVE OFFICER

ANTHONY MOORE
ASSISTANT GENERAL MANAGER

LAURA ITO
ASSISTANT GENERAL MANAGER

CALIFORNIA



ERIC GARCETTI
MAYOR

CITY HALL EAST
200 N MAIN ST, ROOM 1400
LOS ANGELES, CA 90012
213.978.3311

ita.lacity.org

August 26, 2020

REF: FAS-120-20

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

Attention: Helene Ramirez, Legislative Coordinator

Subject: **AMENDMENT NO. 2 FOR AT&T CORP. CONTRACT C-125796 – CITYWIDE TELECOMMUNICATION SERVICES**

Attached for your review and approval is Amendment No. 2 to the personal services contract between the City of Los Angeles and AT&T Corp. for citywide telecommunications services. Amendment No. 2 to Contract C-125796 extends the term of the contract for 18 months through December 31, 2021, and increases the expenditure limit to Thirty Six Million Eight Hundred Thousand Dollars (\$36,800,000.00).

Background

In 2011, the State of California Technology Agency began efforts to replace the California Integrated Information Network (CALNET 2). Through RFI and RFQ processes, the State announced the award for voice and data services (Category 1) to six companies in December 2013 (ATR 13-04). The State issued a bulletin dated May 6, 2014, to announce the award of categories 2 – 7. The Office of Technology Services began posting a series of bulletins on available services, forms, pricing catalogs and user instructions for non-State entities who need to transition or migrate services from CALNET 2 to CALNET 3.

The ITA reviewed each of the pricing catalogs posted by the six CALNET 3 contractors and made the recommendation that contracting with AT&T Corp. was deemed in the best interest of the City for legacy.

In 2015, the ITA, AT&T Corp., and the State of California ("State") executed an Authorization to Order ("ATO") under the CALNET 3 contract whereby the ITA ordered select telecommunication and information services pursuant to the terms and conditions of CALNET 3, C3-A-12-10-TS-01 Contract A and C3-B-12-10-TS-01 Contract B.

The City and AT&T Corp. subsequently entered into contract C-125796 on June 1, 2015, for a three year term, plus two one-year renewal options. In 2018, the State exercised its first option to extend the term of the CALNET 3 contract through June 30, 2019, and once

again in 2019 for the second extension through June 30, 2020. The ITA and AT&T Corp. opted to accept both term extensions.

The State has since extended the term of the CALNET 3 contract until December 31, 2021. The ITA and AT&T Corp. wish to amend the Agreement to extend the term of the contract to December 31, 2021, in accordance with the extension of the State's CALNET 3 term.

The City obtains data/voice circuits, telephone lines, toll-free lines, voice mail, and long-distance services from AT&T under this Contract. No new services have been added to this amendment. The following services will continue to be procured through the Contract:

- Voice and Data Services - includes dedicated transport, MPLS, VPN, Frame Relay, Converged VoIP, Standalone VoIP, long distance calling, toll-free calling, and legacy telecommunications.
- Metropolitan Area Network (MAN) Ethernet - switched Ethernet transport service providing advanced Ethernet functionality using fiber and copper access technology and a switched Ethernet core network. This provides full duplex transport of data signals between the City and an Ethernet switch located in a central office.
- Network-Based Web Conferencing - including features such as multiple meeting centers, integrated audio, WebEx, Cloud Jabber, and added storage of recordings.

These services are used by all Council controlled departments, including the Mayor's Office and Council Offices. The legacy services are primarily used for the LAPD and the LAFD public safety related 911 services, including the Fire Alarm and Elevator systems. The contract is also utilized for the non-911 related public safety services by LA Sanitation, Street Services and DOT.

The ITA is also requesting increase the expenditure limit by an additional \$6,800,000, which is based on the average monthly expenditures for the additional 18 months. This will increase the total contract expenditure limit to \$36,800,000.

Since the scope of work has not changed, the City Administrative Office Analyst stated that the Charter Section 1022 determination process was not required.

The Contractor's insurance agent has uploaded an ACORD certificate into the Risk Management website in the amounts identified by the City's Risk Manager.

The Contractor uploaded both EBO/FSHO and Disclosure Ordinance affidavits in the LABAVN website, and the documents were verified by Public Works Bureau of Contract Administration (BCA).

The vendor possesses a valid Business Tax Registration Certificate.

The draft contract has been reviewed by the City Attorney as to form

The ITA encountered a delay in obtaining proof of the State's contract extension with AT&T Corp., which prevented processing the contract amendment draft in a timelier manner. The ITA is therefore requesting that the review and approval for this request be expedited since the contractor has continued to provide essential voice services.

Fiscal Impact

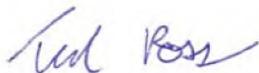
Funding is included in the ITA Communications Services Account (9350) for citywide telecommunications services.

Recommendation

That the Council, subject to the approval of the Mayor, authorize the General Manager of the Information Technology Agency, or his designee, to 1) execute Amendment No. 2 to Contract C-125796 with AT&T Corp. to extend the term of the contract through December 31, 2021, and 2) increase the total maximum amount of expenditure authorized under the contract by Six Million Eight Hundred Thousand Dollars (\$6,800,000), for a maximum expenditure limit of Thirty Six Million Eight Hundred Thousand Dollars (\$36,800,000).

Please contact Laura Ito, Assistant General Manager at (213) 978-3322 with any questions.

Respectfully submitted,



Ted Ross
General Manager

Attachments

ec: Laura Ito, ITA
Maria Ramos, CAO
Bhavin Patel, ITA
Tita Zara, ITA
Irene Mayeda, ITA
Sandra Lopez, ITA

STATE OF CALIFORNIA
 DEPARTMENT OF TECHNOLOGY
 STATEWIDE TECHNOLOGY PROCUREMENT
STANDARD AGREEMENT AMENDMENT
 TECH 213A (NEW 12/2018)

CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED | PAGE(S)

| | |
|--|------------------------|
| AGREEMENT NUMBER IFB STPD 12-001-A, C3-A-12-10-TS-01 | AMENDMENT NUMBER 13 |
| REGISTRATION NUMBER | |

1. This Agreement is entered into between the Contracting Agency and Contractor named below:

CONTRACTING AGENCY NAME
 California Department of Technology

CONTRACTOR NAME
 AT&T Corporation

2. The term of this Agreement is: Start Date: November 15, 2013
 End Date: December 31, 2021

3. The maximum amount of this Agreement after this Amendment is: \$0.00

4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:

A. In accordance with PMAC General Provisions-Telecommunications Section 81, Disentanglement (Migration-Out) and the provisions of CALNET 3 IFB STPD 12-001-A Special Terms and Conditions, Section M, Migration-Out, the California Department of Technology exercises its option for an 18-month extension. Amendment 13 for IFB STPD 12-001-A, Category 1, Voice and Data Services and all awarded Subcategories extends the contract expiration by 18-months, to an end date of December 31, 2021.

B. Attachment 2, Additional Conditions includes stipulations applicable for the migration-out period. All other terms and conditions remain the same.

IN WITNESS THEREOF, this Agreement has been executed by the parties hereto.

| | | |
|---|-----------------------------|---|
| CONTRACTOR | | Department of Technology, Statewide Technology Procurement Use Only |
| CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.) AT&T Corporation | |  Tiffany Angulo (Oct 1, 2019) Oct 1, 2019 |
| CONTRACTOR AUTHORIZED SIGNATURE  Keith Nagel Sep 27, 2019 | DATE SIGNED Sep 27, 2019 | |
| PRINTED NAME AND TITLE OF PERSON SIGNING Keith Nagel, CALNET Program Manager | | |
| ADDRESS 2700 Watt Avenue, Rm. 1213A, Sacramento, CA 95821 | | |
| STATE OF CALIFORNIA | | Tiffany Angulo, Assistant Deputy Director <input type="checkbox"/> Exempt Per: |
| CONTRACTING AGENCY NAME California Department of Technology | | |
| CONTRACTING AGENCY AUTHORIZED SIGNATURE  Deborah Chu Sep 27, 2019 | DATE SIGNED Sep 27, 2019 | |
| PRINTED NAME AND TITLE OF PERSON SIGNING Deborah Chu, Branch Chief, Statewide Technology Procurement, CDT | | |
| CONTRACTING AGENCY ADDRESS P.O. Box 1810, MS Y-12, Rancho Cordova, CA 95741-1810 | | |

**STATE OF CALIFORNIA
CALIFORNIA DEPARTMENT OF TECHNOLOGY
AGREEMENT NUMBER: C3-A-12-10-TS-01
AT&T Corporation**

ATTACHMENT 2 – ADDITIONAL CONDITIONS

As of July 1, 2020, the CALNET 3 contract C3-A-12-10-TS-01 shall be extended for 18-months to migrate existing customers from CALNET 3 to the next generation of CALNET contracts or other alternative telecommunications contracts in accordance with PMAC General Provisions-Telecommunications Section 81 Disentanglement (Migration-Out) and the referenced Special Terms and Conditions Section M, Migration-Out. During this extension for CALNET 3 migration-out the following stipulations apply:

1. Contractors may not allow new customers to utilize the CALNET 3 contracts after July 1, 2020.
2. Existing customers can utilize CALNET 3 to conduct moves, adds and changes during the migration-out period.
3. All CALNET 3 Authorization To Orders and Individual Price Reductions shall remain in effect until the customer's migration-out process is complete.
4. For services not being renewed on the next generation of CALNET contracts, the CALNET Program and CALNET 3 Contractors will work with existing customers to ensure all services are migrated off CALNET 3 contracts on or before December 31, 2021.

The disentanglement rights and obligations set forth in CALNET 3 shall expire 18 months from July 1, 2020, or until migration has been completed, whichever occurs first. Pursuant to the terms of the CALNET 3 contract Special Terms and Conditions, Section M Migration-Out, the state reserves the right to extend the contract to ensure Contractor completes the migration out process.

ATT STD 213A Amd 13

Final Audit Report

2019-10-01

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| AGREEMENT NUMBER IFB STPD 12-001-B, C3-B-12-10-TS-01 | AMENDMENT NUMBER 12 |
| REGISTRATION NUMBER | |

1. This Agreement is entered into between the Contracting Agency and Contractor named below:

CONTRACTING AGENCY NAME
California Department of Technology

CONTRACTOR NAME
AT&T Corporation

2. The term of this Agreement is: Start Date: April 1, 2014
End Date: December 31, 2021

3. The maximum amount of this Agreement after this Amendment is: \$0.00

4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:

A. In accordance with PMAC General Provisions-Telecommunications Section 81, Disentanglement (Migration-Out) and the provisions of CALNET 3 IFB STPD 12-001-B Special Terms and Conditions, Section M, Migration-Out, the California Department of Technology exercises its option for an 18-month extension. Amendment 12 for IFB STPD 12-001-B, Categories and all awarded Subcategories extends the contract expiration by 18-months, to an end date of December 31, 2021.

B. Attachment 3, Additional Conditions includes stipulations applicable for the migration-out period. All other terms and conditions remain the same.

IN WITNESS THEREOF, this Agreement has been executed by the parties hereto.

| | | |
|--|-----------------------------|---|
| CONTRACTOR | | Department of Technology, Statewide Technology Procurement Use Only |
| CONTRACTOR NAME (If other than an individual, state whether a corporation, partnership, etc.) AT&T Corporation | | |
| CONTRACTOR AUTHORIZED SIGNATURE <i>Keith Nagel</i> <small>Keith Nagel, Sep 27, 2019</small> | DATE SIGNED Sep 27, 2019 |  <small>Tiffany Angulo (Oct 1, 2019)</small> Oct 1, 2019 |
| PRINTED NAME AND TITLE OF PERSON SIGNING Keith Nagel, CALNET Program Manager | | |
| ADDRESS 2700 Watt Avenue, Rm 1213A, Sacramento, CA 95821 | | |
| STATE OF CALIFORNIA | | |
| CONTRACTING AGENCY NAME California Department of Technology | | Tiffany Angulo, Assistant Deputy Director <input type="checkbox"/> Exempt Per: |
| CONTRACTING AGENCY AUTHORIZED SIGNATURE  <small>Deborah Chu, Sep 27, 2019</small> | DATE SIGNED Sep 27, 2019 | |
| PRINTED NAME AND TITLE OF PERSON SIGNING Deborah Chu, Branch Chief, Statewide Technology Procurement, CDT | | |
| CONTRACTING AGENCY ADDRESS P.O. Box 1810, MS Y-12, Rancho Cordova, CA 95741-1810 | | |

ATTACHMENT 3 – ADDITIONAL CONDITIONS

As of July 1, 2020, the CALNET 3 contract C3-B-12-10-TS-01 shall be extended for 18-months to migrate existing customers from CALNET 3 to the next generation of CALNET contracts or other alternative telecommunications contracts in accordance with PMAC General Provisions-Telecommunications Section 81 Disentanglement (Migration-Out) and the referenced Special Terms and Conditions Section M, Migration-Out. During this extension for CALNET 3 migration-out the following stipulations apply:

1. Contractors may not allow new customers to utilize the CALNET 3 contracts after July 1, 2020.
2. Existing customers can utilize CALNET 3 to conduct moves, adds and changes during the migration-out period.
3. All CALNET 3 Authorization To Orders and Individual Price Reductions shall remain in effect until the customer's migration-out process is complete.
4. For services not being renewed on the next generation of CALNET contracts, the CALNET Program and CALNET 3 Contractors will work with existing customers to ensure all services are migrated off CALNET 3 contracts on or before December 31, 2021.

The disentanglement rights and obligations set forth in CALNET 3 shall expire 18 months from July 1, 2020, or until migration has been completed, whichever occurs first. Pursuant to the terms of the CALNET 3 contract Special Terms and Conditions, Section M, Migration-Out, the state reserves the right to extend the contract to ensure Contractor completes the migration out process.

AT&T STD 213A Am 12

Final Audit Report

2019-10-01

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AMENDMENT NO. 2 TO
CONTRACT NO. C-125796
BETWEEN
CITY OF LOS ANGELES
And
AT&T CORP.

This Amendment No. 2 ("Amendment") to that certain City of Los Angeles Contract No. C-125796 is made and entered into by and between the City of Los Angeles, a municipal corporation (herein referred to as "City"), acting by and through its Information Technology Agency ("ITA"), and AT&T CORP. on behalf of all service providing AT&T affiliates (hereinafter referred to as "Contractor") providing the products and services, with reference to the following:

WITNESSETH:

WHEREAS, the City of Los Angeles through its ITA is responsible for providing select telecommunication services to all City departments; and

WHEREAS, the State of California's Office of Technology Services awarded agreement C3-A-12-10-TS-01 Contract A and C3-B-12-10-TS-01 Contract B (Exhibit 3 of the Contract (as defined below), also referred to, along with related State agreements, as "CALNET 3") to Contractor for Dedicated Transport, Legacy Telecommunications, VoIP, SONET and Hosted IVR/ACD Services through a competitive bid process; and

WHEREAS, the State of California's Office of Technology Services allows local governmental agencies to take advantage of beneficial volume pricing through the collective buying power of the whole public sector in the State; and

WHEREAS, the City, Contractor, and the State of California ("State") executed an Authorization to Order ("ATO") under the CALNET 3 contract whereby the City ordered, and the Contractor agreed to provide to City, select telecommunication and information services pursuant to the terms and conditions of the CALNET 3 contract; and

WHEREAS, in connection with the ATO, the City and the Contractor entered into that certain City of Los Angeles Contract No. C-125796 having a term commencing June 1, 2015, and ending three (3) years thereafter (the "Contract" or "Agreement"), such contract having been approved by City Council (C.F. 18-0902); and

WHEREAS, on October 29, 2018, the City and Contractor entered into that certain First Amendment to Contract C-125796 which, among other things, extended the term of the

Contract to June 30, 2019 and gave the City one option to extend the term of an additional year at the City's sole discretion, should the State extend its CALNET 3 contract; and

WHEREAS, pursuant to the State's extension of the term of the CALNET 3 contract, the City exercised its extension option and extended the term of Contract C-125796 for one additional year to June 30, 2020; and

WHEREAS, the State has extended the term of the CALNET 3 contract an additional 18 months until December 31, 2021; and

WHEREAS, the City and Contractor now desire to amend the Contract to extend the term of the Contract, as previously amended, to extend the term of the Contract to December 31, 2021 and to increase the total maximum amount of expenditure authorized under the Contract by Six Million Eight Hundred Thousand Dollars (\$6,800,000.00), for a total maximum authorized expenditure amount not to exceed Thirty Six Million Eight Hundred Thousand Dollars (\$36,800,000.00).

NOW, THEREFORE, in consideration of the above recitals and of the covenants and agreements hereafter set forth, the City and Contractor hereby covenant and agree that the Agreement is amended effective June 29, 2020, as follows:

- I. **TERM OF CONTRACT:** Section I. is hereby amended in its entirety and restated as follows in quotation marks:

"The term of this Contract shall commence on June 1, 2015, and shall terminate on December 31, 2021, or at such time as all funding provided herein has been expended, whichever occurs first."

- II. **COMPENSATION AND METHOD OF PAYMENT:** The first paragraph of Section III. is hereby amended in its entirety to read as follows below in quotation marks:

"The total expenditure made under this Contract shall not exceed \$10,000,000.00 on an annual basis and shall not exceed \$36,800,000.00 (Thirty Six Million Eight Hundred Thousand Dollars) during the term of this Contract."

- III. **CONTRACT REPRESENTATIVES:** Section IV.C is hereby amended in its entirety and restated as follows below in quotation marks:

"C. City's Project Manager

The City hereby appoints the following person to act as the Project Manager.

Name: Bhavin Patel

Title: Director of Communication Services
Address: 200 N. Main St, 13th Floor
Los Angeles, CA 90012
Telephone: 213-847-2199
Email: bhavin.patel@lacity.org

Formal notices, demands and communications from Contractor shall be given to the City's Representative with copies to the City's Project Manager.

Formal notices, demands and communications required hereunder by either party shall be made in writing and may be effected by personal delivery or by registered or certified mail, postage prepaid, return receipt requested and shall be deemed communicated as of the date of mailing.

If the name of the person designated to receive the notices, demands or communications or the address of such person is changed, written notice shall be given, in accordance with this Section, within five (5) working days of said change.”

- IV. The Contract is amended to include the following paragraph below in quotation marks as Section XI, which shall be entitled **DISCLOSURE OF BORDER WALL CONTRACTING ORDINANCE:**

“Contractor shall comply with Los Angeles Administrative Code Section 10.50 et seq., 'Disclosure of Border Wall Contracting.' City [or the Department, etc.] may terminate this Contract at any time if City [or the Department, etc.] determines that Contractor failed to fully and accurately complete the required affidavit and disclose all Border Wall Bids and Border Wall Contracts, as defined in LAAC Section 10.50.1.”

- V. The Contract is amended to include the following paragraph below in quotation marks as Section XII, which shall be entitled **ELECTRONIC SIGNATURES:**

"This Agreement may be executed in one or more counterparts, and by the parties in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. The parties further agree that facsimile signatures or signatures scanned into .pdf (or signatures in another electronic format designated by City) and sent by e-mail shall be deemed original signatures."

- VI. Except as amended herein, all other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS THEREOF, the City and Contractor have caused this Amendment to be signed by their respective duly authorized officers:

APPROVED AS TO FORM:
Michael N. Feuer, City Attorney

CITY OF LOS ANGELES

By: _____
Steven H. Hong
Deputy City Attorney III

Laura Ito
Assistant General Manager
Information Technology Agency

Date: _____

Date: _____

ATTEST: Holly Wolcott
City Clerk

AT&T Corp.

By: _____

Signature

Date: _____

Printed Name

Title

Date