AMENDMENTS TO COUNCIL BILL 15-528
(1ˢᵗ Reader Copy)

By: Housing and Community Development Committee

Amendment No. 1

On page 7 of the Franchise Agreement, in line 36, after the comma, strike "Franchise" and substitute "Franchisee"; and, on page 17, in line 36, strike "polices" and substitute "policies".

Amendment No. 2

ADOPTED

On page 8 of the Franchise Agreement, in line 13, before the comma, insert "and include at least two additional spare ducts for future use for fiber installation".

Amendment No. 3

On page 10 of the Franchise Agreement, in line 4, after the period, insert "The Franchisee shall respond within twenty-four (24) hours to address the reported emergency.".

Amendment No. 4

On page 11 of the Franchise Agreement, in line 34, before the period, insert "and shall obtain design and location approval from the Planning Department for all attachments that are subject to this Agreement".

Amendment No. 5

On page 13 of the Franchise Agreement, in line 8, after the period, insert "Should the Franchisee wish to exercise its right of removal, the Franchisee is required, at its own cost and expense, to leave in place the fiber strands provided for and dedicated to the use of the City.".

Amendment No. 6

On page 16 of the Franchise Agreement, in line 39, after the period, insert "Within thirty (30) days after it receives an MPE report from the Franchisee, the City shall make the report available for public review on the City website.".

Amendment No. 7

On page 19 of the Franchise Agreement, strike beginning with "which consent" in line 5 through and including "delayed" in line 6.

Amendment No. 8

On page 23 of the Franchise Agreement, after line 18, insert:

"**27.9 MBE/WBE COMPLIANCE**

(a) Franchisee to Comply. Franchisee agrees to comply with the City's statutes, ordinances and regulations regarding participation by minority business enterprises ("MBEs") and women's business enterprises ("WBEs") as if it were a contractor receiving funding from the City, provided that enforcement of this Section shall be exclusively by way of liquidated damages and in no event shall the City seek to suspend or rescind the Franchise for any violation of this Section. The Franchisee shall use reasonable, good faith efforts to meet a goal for participation by MBEs and WBEs for purchases and construction contracts as established by the City's Minority and Women's Business Opportunity Office ("MWBOO"). MWBOO shall administer the provisions of this Section on behalf of the City, and Franchisee shall comply with MWBOO rules and requirements.

(b) Documentation to the City on MBE/WBE Participation. Six (6) months after the Effective Date and every six (6) months thereafter while upgrade construction under this Agreement is in progress, and annually thereafter, the Franchisee shall submit to the City written documentation, including executed contracts, service agreements and utilization commitment forms, that shall identify the particular MBEs/WBEs that are (i) contracting directly with the Franchisee; or (ii) subcontracting with prime contractors who contract directly with Franchisee. The documentation submitted to the City shall specify the dollar value of the participation, type of work to be performed, and such other information as the City may reasonably request.

(c) Waiver of MBE/WBE Goals. In the event that, after the use of reasonable, good faith efforts to meet the goals for MBE and WBE participation established pursuant to this Section, the Franchisee is able to demonstrate to the City's satisfaction that sufficient qualified and willing MBEs and WBEs are unavailable, the Franchisee may request a waiver or reduction of the MBE/WBE goals.

(d) Report on MBE/WBE Compliance. Six (6) months after the Effective Date and every six (6) months thereafter, the Franchisee shall submit to MWBOO a report on its compliance with this Section. Franchisee may satisfy this requirement by copying MWBOO on any such report that it files with another City agency on a semiannual or more frequent basis.".