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August 17, 2011

REF: ICB-231-11

Mr. Michael B. Schneider
Senior Manager - Contracts and Subcontracts, CSC
7459A Candlewood Road
Hanover, MD 21076

Subject: **CONTRACT NO. C-116359 PROPOSED SECOND AMENDMENT**

Dear Mr. Schneider:

The City is in receipt of your letter dated May 13, 2011, wherein CSC indicates that it is unable to meet the security requirements of the City and the Los Angeles Police Department (LAPD) for all data and information, pursuant to U.S. DOJ Criminal Justice Information Systems (CJIS) policy requirements. The City, therefore, requests that CSC execute the enclosed Second Amendment to the Agreement between the City and CSC (Contract No. C-116359), in which CSC agreed to implement the Google Apps Premier Edition (since renamed Google Apps for Government) for the City of Los Angeles and to complete and comply with the security requirements of the City for all data and information.

Please note that City execution of the proposed Second Amendment will be subject to prior City Council approval. Subsequent to CSC's execution of the Second Amendment, we will seek City Council approval to execute the Amendment on behalf of the City agreement.

For additional information, feel free to contact me at (213) 978-3311, or Assistant City Attorney Laurel L. Lightner at (213) 978-8128.

Sincerely,

Randi Levin
General Manager, ITA

Mr. Michael B. Schneider
August 17, 2011
Page 2

cc: Mike Gaffney, CSC ✓
Dave Girouard, Google ✓
Jocelyn Ding, Google ✓
Georgia Mattera, Office of the Mayor ✓
Miguel Santana, CAO ✓
Gerry Miller, CLA ✓
Kevin Crawford, ITA ✓

Norma Amy CSC

**Second Amendment to Contract Number C-116359
Between the City of Los Angeles and Computer Sciences Corporation
For the SAAS E-Mail & Collaboration Solution (SECS)**

This Second Amendment ("Amendment") amends the SAAS E-Mail & Collaboration Solution ("SECS") Contract and Addendum (sometimes referred to as the "First Amendment") (collectively, the "Contract" or "Agreement" or "SECS Agreement") between the City of Los Angeles ("City") and Computer Sciences Corporation ("CSC" or "Contractor") (individually a "Party" and collectively the "Parties") dated November 20, 2009 and numbered C-116359. This Amendment is entered into and effective as of the date of its execution by the last Party.

WHEREAS, the City, on or about November 20, 2009, entered into the Contract with CSC for the SECS, to include the implementation of Google Apps Premier Edition ("GAPE" or "Google Apps") by CSC's subcontractor, Google; and

WHEREAS, under the Contract, CSC is required to meet the City's security requirements for all data and information; and

WHEREAS, CSC and its subcontractor, Google, reiterated their commitment to complete and comply with all LAPD security requirements; and

WHEREAS, pursuant to the Addendum, dated August 10, 2010, (the "Addendum", sometimes referred to as the "First Amendment") to City Contract Number C116359, CSC and Google, a CSC subcontractor, agreed to complete and comply with all LAPD security requirements, and to pay the City for GroupWise System Costs through June 30, 2011; and

WHEREAS, in a letter dated, May 13, 2011, CSC indicated that CSC and its subcontractor, Google, will be unable to complete and comply with all of the City's security requirements; and

WHEREAS, the Parties agree that without completion and compliance with all City security requirements, the LAPD and other law enforcement employees will be unable to migrate to Google Apps;

NOW, THEREFORE, in consideration of the premises, and of the covenants and agreements hereinafter set forth, the Parties hereby covenant, agree and represent as follows:

1. Charges to the City

- (a) Section 8.1 is amended to add a new paragraph 8.1.4, which reads as follows:

"8.1.4 There will be no charge to the City for any Google licenses for the LAPD."

- (b) Section 8.1 is amended to add a new paragraph 8.1.5, which reads as follows:

"There will be no charge, and where a charge has already been incurred a credit shall be issued for the full amount of the charge(s), to the City for all Google licenses for any other City Departments/users affected by Contractor's inability to meet all security requirements (e.g., City Attorney Criminal Branch, Los Angeles Fire Department Arson Investigators, General Services Department Office of Public Safety, Department of Transportation Parking Enforcement, Street Services Investigations, and Recreation & Parks Rangers, as well as any other City entities that access criminal history data)."

- (c) The language in paragraph 1.1.4 is amended to add a new section 1.1.4.8, which reads as follows:

"1.1.4.8 A - credit shall be issued to the City by Contractor for the full amount of any costs or charges associated with Google's e-Discovery solution to the extent that it is not functional for City users who are subject to LAPD Security Requirements and the remaining City Departments that have determined that e-Discovery will not be implemented."

- (d) The language in Appendix E.1-2 is deleted in its entirety and replaced with the following:

"CSC will charge the City according to Payment Schedule E. 1-1 (pricing for 30,000 users), regardless of the number of City users."

- (e) The language in paragraph 8.1.3.2 is deleted in its entirety and replaced with the following:

"The City shall not be required to return the \$250,000 advanced renewal discount credit received pursuant to Contract Section 8.1.3 or any subsections thereunder."

2. Google Payment

- (a) The City has incurred costs for its software license agreement with Novell GroupWise and its license(s) with other third parties for software and hardware necessary to operate the City's Novell GroupWise environment

(collectively the "GroupWise System") for the City's end users in the LA City domain and all users within the LAPD domain beyond June 30, 2011 (collectively the "GroupWise System Costs").

- (b) CSC and its subcontractor, Google, agree that Google shall pay the City for the GroupWise System Costs for the period of July 1, 2011 through November 20, 2012.

3. The Addendum

- (a) The Parties agree that the following items in Appendix A to the Addendum no longer apply and shall be deleted: Item 1, 4, 5, 6, 7 and 9.

4. Google Apps for Government Platform

- (a) As of the execution of this Amendment, all City End Users have been migrated from Google Apps Premier Edition to Google Apps for Government ("GAFG"). The Parties agree that GAFG is the preferred Google platform for government computing and that all future orders under this Agreement for the City, LAPD, County of Los Angeles, Affiliates or Non-California Affiliates will be placed on GAFG.
- (b) It is further agreed by the Parties that any and all references to Google Apps Premier Edition, GAPE, or Google Apps within the Agreement shall be removed and replaced with Google Apps for Government or GAFG. There are no price/cost changes as a result of this platform change.
- (c) GAFG bears the same price/cost as GAPE under the SECS Agreement.

5. The Parties agree that all references herein to the "LAPD" or "LAPD security requirements" shall be inclusive of all City public safety-related departments and their impacted employees, including, but not limited to, Los Angeles Fire Department Arson Investigators, General Services Department Police and City Attorney Criminal Branch attorneys and staff.

6. Notwithstanding anything to the contrary, all other terms and conditions of the SECS Agreement shall remain in full force and effect.

7. In the event of a conflict between the terms and conditions of the SECS Agreement and the terms and conditions of this Second Amendment, the terms and conditions of this Second Amendment shall prevail.

IN WITNESS WHEREOF, the parties hereto have caused this Second Amendment to be executed by their duly authorized representatives.

THE CITY OF LOS ANGELES

GOOGLE, INC.

By _____
RANDI LEVIN
General Manager
Information Technology Agency

By _____
MICHAEL H. LUCK
Vice President

Date _____

Date _____

COMPUTER SCIENCES CORP.

By _____
MICHAEL B. SCHNEIDER
Sr. Mgr., Contracts & Sub Contracts

APPROVED AS TO FORM:

ATTESTED

CARMEN A. TRUTANICH, City Attorney

JUNE LAGMAY, City Clerk

By _____
LAUREL L. LIGHTNER
Assistant City Attorney

By _____

Date _____

Date _____