

CITY OF LOS ANGELES
INTER-DEPARTMENTAL CORRESPONDENCE

CF: 09-1714-S2

CLA WAS No.: 11-11-1000

Date: December 9, 2011**To:** Honorable Members of the City Council**From:** Gerry F. Miller, Chief Legislative Analyst

Miguel A. Santana, City Administrative Officer

Subject: SECOND AMENDMENT TO CONTRACT NUMBER C-116359 BETWEEN THE CITY AND COMPUTER SCIENCES CORPORATION FOR E-MAIL AND COLLABORATION SOLUTION (GOOGLE)**SUMMARY**

On October 19, 2011, a Zine – Parks Motion was introduced instructing the Information Technology Agency (ITA), City Administrative Officer (CAO), Chief Legislative Analyst (CLA) and Los Angeles Police Department (LAPD), and requesting the City Attorney to provide an update on the efforts by Computer Sciences Corporation (CSC) and Google, Inc. (Google) toward meeting all LAPD security requirements.

This report is in response to the Motion (Zine – Parks) and recommends approval of the Second Amendment to the Contract (C-116359) between the City and CSC (attached). This amendment is necessary because Criminal Justice Information Systems (CJIS) regulations are currently incompatible with cloud computing and law enforcement e-mail users cannot be migrated at this time.

BACKGROUND

On October 27, 2009, the City Council approved a request from the ITA to negotiate a contract with CSC to replace the City's GroupWise e-mail system with Google's e-mail and collaboration system. While the majority of City employees have been migrated to the Google system, LAPD had to revert to GroupWise due to outstanding security issues. To date, there has been no resolution toward compliance with U.S. Department of Justice (DOJ), CJIS policy. The City Council instructed this Office to report back with a status report regarding the security requirements.

On May 13, 2011, CSC submitted a letter to the City indicating its inability to meet the security requirements of the City and LAPD for all data and information, pursuant to CJIS requirements. On August 17, 2011, the City submitted a response to CSC requesting execution of a proposed Second Amendment to the Contract.

On November 10, 2011, City representatives from the CAO, CLA and City Attorney met with CSC to discuss the terms of the City's proposed Second Amendment to the Contract. The City and CSC mutually agree to the attached proposed Second Amendment. Following are key points of the amendment:

- CSC will not be required to migrate LAPD and other law enforcement employees to Google Apps and this provision will be removed from the Contract.
- CSC is not required to integrate the E-Subpoena solution into Google Apps.
- There will be no charge to the City for Google licenses for LAPD or other departments (e.g. City Attorney, LAFD, GSD, DOT, etc.) which cannot be migrated to Google due to CJIS requirements, or a credit will be issued where a charge has already been incurred.
- The cost of Google's e-Discovery solution in the amount of \$3.00 per user will be eliminated in each of these instances: 1) for every City employee that is not migrated to Google Apps and 2) every employee for whom the City determines that e-Discovery will not be implemented.
- Although there are approximately 17,000 Google users, CSC will charge the City at a reduced per user rate based on 30,000 users, regardless of the actual number of users on Google. However, the City is committing to having no less than 90% of its non-proprietary department workforce that is not impacted by CJIS requirements on Google.
- CSC will not seek reimbursement of the \$250,000 advance intended as an incentive for the City to encourage other government users to adopt Google.
- Google will pay the City for GroupWise costs during the term of the contract and any extensions beyond that, beginning July 1, 2011. Google's obligation to pay for GroupWise licenses will be capped at \$350,000 per year, which is 60% more than current levels.
- The City acknowledges that Google Apps for Government (GAFG) is the preferred Google platform for computing needs and all references to Google Apps Premier Edition shall be removed and replaced with GAFG. In addition, all future orders under this agreement for the City will be placed on GAFG.

Although CSC does not have the technical ability to comply with the City's security requirements, it should be noted that the DOJ requirements are not currently compatible with cloud computing.

Additionally, while LAPD remains on GroupWise, the remainder of the City, approximately 17,000 users, have successfully migrated to the Google system.

According to ITA, the City has realized significant staff and hardware savings as a result of migrating to Google.

RECOMMENDATIONS

That the City Council:

1. Approve the Proposed Second Amendment to Contract Number C-116359 between the City and Computer Sciences Corporation (CSC) for the SAAS E-Mail and Collaboration Solution (SECS); and
2. Authorize the General Manager of the Information Technology Agency to execute the Proposed Second Amendment to Contract Number C-116359 between the City and Computer Sciences Corporation (CSC) for the SAAS E-Mail and Collaboration Solution (SECS), substantially as presented in the Attachment of this report, and subject to the review and approval of the City Attorney as to form and legality.

FISCAL IMPACT STATEMENT

Approving the Contract amendment will have no additional General Fund impact.

Attachment

GFM/MAS/JWG/KEK/RPC/MK:mk

**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 and Collaboration Solution ("**SECS**") Contract and Addendum (for purposes of convenience 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**") and Google (a CSC subcontractor) (individually a "**Party**" and collectively the "**Parties**") dated November 20, 2009 and numbered C-116359.

WHEREAS, the City, on or about November 20, 2009, entered into the Contract with CSC for the implementation of Google Apps Premier Edition ("**GAPE**" or "**Google Apps**" or "**Google Apps Premier Edition**"); and

WHEREAS, the Parties agree that the requirement to migrate the City of Los Angeles law enforcement agencies and departments will be deleted from the SECS Agreement in its entirety unless otherwise contained herein; and

WHEREAS, the City and CSC require additional changes and modifications to the Agreement,

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

1. Definitions

- "**Addendum**" means the three-party addendum incorporated as part of the SECS Agreement executed on or about August 1, 2010 by CSC, CSC's subcontractor Google, and the City addressing law enforcement requirements, which for purposes of convenience is effectively the First Amendment to the Contract.
- "**Annual User Fees**" means those (a) costs and fees associated with the City End User annual subscription costs to GAFG or (b) other costs or fees contained within the Agreement.
- "**City End Users**" means all City of Los Angeles employees and officials of the City who are not part of the City Law Enforcement Community and who are currently using or are entitled to use GAFG under this Agreement.

- **"City of Los Angeles Entities"** means the Information Technology Agency ("ITA") and the offices and departments that the ITA services and City Law Enforcement Community,
- **"City Law Enforcement Community"** means and includes all City of Los Angeles public safety-related offices and departments, and their employees who access criminal history data, including, but not limited to, Los Angeles Police Department ("**LAPD**"), Los Angeles Fire Department Arson Investigators, General Services Department Office of Public Safety, Department of Transportation Parking Enforcement, Street Services Investigations, Recreation and Park Rangers, and the City Attorney Criminal Branch attorneys and staff.
- **"Google Apps for Government"** or "**GAFG**" means the Google Apps platform specifically for government computing.
- **"Google Message Discovery"** or "**GMD**" means Google's e-discovery service that is currently provided with GAFG to the City under the SECS Agreement.

2. Charges for the City of Los Angeles Law Enforcement Community

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

"8.1.4 Charges for the City of Los Angeles Law Enforcement Community

The Parties agree that the Contractor is not required to migrate any City Law Enforcement Community end users to GAFG as contained in the SECS Agreement. Therefore, CSC will not charge to the City any Annual User Fees in the SECS Agreement applicable to the City Law Enforcement Community end users.

If the City has been charged any fees or charges for City Law Enforcement Community end users, CSC shall issue the City a credit for the full amount of these fees ("**City Credit**"), except to the extent that a credit or payment for any or all of that amount has already been issued to the City. To the extent that a City Law Enforcement Community end user is also a City End-User, the City shall bear responsibility for that user's fees and charges as a City End User.

The Parties agree that because CSC is no longer required to migrate City Law Enforcement Community end users to GAFG, the Parties shall take actions necessary to complete Full and Final Acceptance contemplated under the Contract. Upon the Effective Date of this Second Amendment, CSC will promptly issue the City notification of completion of the migration of all City End Users under the SECS project and an invoice for all remaining outstanding Implementation

Fees. City shall complete its determination of Full and Final Acceptance, consistent with the provisions of the Contract, within thirty (30) days of the Effective Date of this Second Amendment and pay any outstanding Implementation Fees due to CSC as provided in the Contract.

3. Revised Pricing for the SECS Agreement

The Parties agree that for the remainder of the Term, inclusive of extensions, if any, as defined in Section 6 (*Period of Performance*) of the SECS Agreement, CSC shall charge the City according to Payment Schedule Exhibit E.1-1 (*Price for 30,000 users*). This provision shall be effective for so long as ninety percent (90%) or more of City End Users, other than the City Law Enforcement Community, who are covered by this Contract are using the GAFG. If the percentage of City End Users, other than the City Law Enforcement Community, who are covered by this Contract and are using the GAFG falls below ninety percent (90%), then pricing within Payment Schedule Exhibit E, 1-2 shall apply for so long as that situation continues.

4. Revision to Advance Discount/Rebate

CSC agrees to excuse the City from performance of its obligations under Section 8.1.3 (*Advance Discount/Rebate*) of the SECS Agreement. As a result, Section 8.1.3.2 is deleted in its entirety, and the City shall not be required to repay the Two Hundred Fifty Thousand Dollars (\$250,000) Advance Discount/Rebate to CSC as originally contemplated under Section 8.1.3 of the SECS Agreement.

Notwithstanding anything to the contrary in Section 4 of this Second Amendment, the Parties agree to terminate the Affiliate program described in Appendix E-1 (Pricing Notes) and E-2 (Catalog and Catalog Pricing).

5. e-Subpoena

Because no City Law Enforcement Community end users will be migrating to GAFG, the Parties agree that CSC no longer shall have any obligation to provide or integrate the e-Subpoena solution as agreed to between the Parties as part of the SECS project.

6. The Addendum

The Parties agree that, as of the Effective Date of this Second Amendment, the obligations of the City and CSC under the provisions in the Addendum have expired or have been fulfilled.

7. GroupWise Remuneration

The Parties agree that the City has incurred costs for its current software license agreement with Novell GroupWise and its licenses with other third parties for software and hardware necessary to operate the City's Novell GroupWise environment

(collectively the "**GroupWise System**") for its current City Law Enforcement Community end users beyond June 30, 2011 (collectively the "**GroupWise System Costs**").

Therefore, the City shall be entitled to payment for all the GroupWise System Costs during the remainder of the Term inclusive of extensions, if any, as defined in Section 6 (*Period of Performance*) of the SECS Agreement, commencing July 1, 2011. Payment for the GroupWise System Costs shall be only for the actual costs incurred by the City based on the lesser of the actual number of Groupwise user licenses for the City Law Enforcement Community or 16,000 licenses, and shall not exceed three hundred and fifty thousand dollars (\$350,000.00) per year.

The Parties understand and agree that the GroupWise System Costs payments shall be the sole responsibility of Google and not CSC ("**Google Obligation**"). The City shall submit to Google copies of all invoices for the GroupWise System Costs for payment to the City within thirty (30) days of submission of the invoices.

8. Google Apps for Government Platform

The Parties agree that all future orders by the City shall be for GAFG, and that rates for GAFG shall be at the same price as GAPE under Appendix E of the SECS Agreement and as agreed to in Section 3 of this Amendment 2. It is further agreed by the Parties that any and all references to Google Apps Premier Edition, GAPE, or Google Apps within the SECS Agreement shall be removed and replaced with Google Apps for Government or GAFG.

9. Key Personnel Updates to SECS Agreement

The following Key Personnel changes shall be made for the City and CSC, respectively, to the SECS Agreement:

- All references to City personnel in Sections 9.3, 9.4 and Appendix G.G (City of Los Angeles) shall be deleted in their entirety and replaced with: Randi Levin, General Manager and CTO, 213-978-3311, Randi.Levin@LACity.org.
- Tom Anderson and his respective contact information referenced in Section 1.1, Section 2.1, Section 3.1 of Appendix G - Section B is to be deleted in its entirety and replaced with: Robert B Hupp Jr, General Manager, State and Local Enterprise Solutions, 310-615-1462, rhuppjr@csc.com.
- David W. Beach and his respective contact information referenced in Section 1.1, Section 2.1, Section 3.1 of Appendix G - Section B and Section 9.2 (*Contractor Representative*) is to be deleted in its entirety and replaced with: Michael Schneider, Senior Manager of Contracts and Subcontracts, 301-921-3463, mschneider20@csc.com.

10. GMD Reductions

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 If the City decides to reduce the number of City End Users using GMD, which is a service provided with GAFG under the Contract, the City agrees to notify CSC forty-five (45) days prior to the effective date of any such reduction to GMD. Upon notice by the City, CSC shall reduce future Annual User Fees, or prorate and provide a credit for fees already paid for the balance of the current year of the Contract, to the City by three dollars (\$3.00) per City End User per year

11. General Provisions

- A. Notwithstanding anything to the contrary, all other terms and conditions of the SECS Agreement shall remain in full force and effect.
- B. 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.
- C. Capitalized terms not defined in this Second Amendment will have the meaning set forth in the SECS Agreement.
- D. This Second Amendment is entered into and shall become effective as of the date that the last party signs this Amendment, including all reviews, approvals and attestations required by either CSC or the City ("**Effective Date**").
- E. This Second Amendment may be executed in one or more counterparts including facsimile, PDF or other electronic copies, which when taken together upon proper delivery of an executed document by one Party to the other Party shall constitute a single instrument.
- F. The City and CSC, respectively, each represent that an authorized representative of the City and CSC will execute this Second Amendment.
- G. It is understood and agreed that the Parties contemplate that this Contract may be used by the proprietary departments (Airports Department, Department of Water and Power, and Harbor Department) as the basis for entering into contracts under the terms and conditions of this Contract ("piggybacking") for the implementation of GAFG for those departments.

Accepted and Agreed:

Computer Sciences Corporation (CSC)

By: Michael B. Schneider,
Senior Manager Contracts and
Subcontracts

Sign:

Date:

Google (Subcontractor to CSC)**

By: Michael H. Lock, General Manager
Google Enterprise

Sign:

Date:

**** Google Signature as contained herein
is solely for and related to the Google
Obligations contained in this Amendment 2**

Accepted and Agreed:

The City of Los Angeles:

By: Randi Levin, General Manager,
Information Technology Agency

Sign:

Date:

**Approved as to Form: Carmen A.
Trutanich,
City Attorney**

By: Laurel L. Lightner,
Assistant City Attorney

Sign:

Date:

ATTESTED

By: June Lagmay, City Clerk

Sign:

Date:
