COUNTY OF LOS ANGELES

CHIEF INFORMATION OFFICE

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June 26, 2012

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

AMENDMENT NUMBER ONE TO
MASTER SERVICES AGREEMENT NUMBER 77036 WITH EMC CORPORATION
(ALL SUPERVISORIAL DISTRICTS – 3 VOTES)

SUBJECT:

Request approval of Amendment One to County Master Services Agreement (MSA) Number 77036 with EMC Corporation to exercise the first two-year option extending the term from July 7, 2012 to July 6, 2014 and to amend the maximum amount authorized per year from $5,000,000 to $3,500,000.

IT IS RECOMMENDED THAT YOUR BOARD:

Approve and instruct the Chairman of the Board to sign Amendment Number One to County's MSA Number 77036 with EMC Corporation (EMC) to exercise the first two-year option, extending the term from July 7, 2012 to July 6, 2014 and amending the maximum amount authorized per year from $5,000,000 to $3,500,000.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The Chief Information Office (CIO) administers the MSA, which provides County departments with streamlined access to technical and consulting services for the planning, implementation, and support for County information systems utilizing EMC's Documentum enterprise content management software — the Board-approved standard for this technology. ECM software enables the capture, storage, preservation, and retrieval of electronic documents and content.

The purpose of this action is to approve a proposed Amendment to the MSA which will extend the term for two years through July 6, 2014. This action will provide County departments with continued access to EMC is professional and consulting services. The recommended action will additionally reduce the maximum amount authorized per-year expenditure from $5,000,000 to $3,500,000.

On July 7, 2009, your Board approved the MSA with an initial three-year term and two (2) two-year extensions upon mutual agreement of the parties.

County engagements under the MSA are executed through a Work Order (WO) process. Your Board authorizes all WO's exceeding $300,000. Since the MSA was established, 27 WO's were issued under the MSA, with a total value of $6,358,666.

IMPLEMENTATION OF STRATEGIC PLAN GOALS

The recommended action supports the County's Strategic Plan Goal Number 3: Organizational Effectiveness. The MSA offers the flexibility necessary to meet varied departmental needs while providing a structure for acquiring desired services through a streamlined acquisition process that is standard across the entire enterprise.

FISCAL IMPACT/FINANCING

By approving this proposed Amendment, County departments will continue acquiring services under WO's, which govern the terms and conditions set forth in the MSA. Funding will continue to be obtained from departmental budgets. The administrative provisions of the MSA require confirmation that funding is available before each individual WO is executed.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The proposed Amendment adds the County-required contract provision regarding defaulted property tax. It has been approved as to form by County Counsel.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The proposed Amendment will provide County departments with continued access to EMC's professional and consulting services. There will be no impact upon, or interruption of current services being provided to County departments by EMC.

CONCLUSION

Upon approval by your Board, it is requested that the Executive Officer-Clerk of the Board return one (1) adopted stamped copy of the Board letter and three (3) executed copies of Amendment Number One to the CIO for further processing.

Respectfully submitted,

RICHARD SANCHEZ
Chief Information Officer

Enclosures

c: Chief Executive Officer
Executive Officer, Board of Supervisors
County Counsel
Information Systems Commission
IT Board Deputies

AMENDMENT NUMBER ONE

TO

MASTER SERVICES AGREEMENT

NUMBER 77036

BY AND BETWEEN

THE COUNTY OF LOS ANGELES

AND

EMC CORPORATION

FOR

ENTERPRISE CONTENT MANAGEMENT SERVICES

AMENDMENT NUMBER ONE TO

MASTER SERVICES AGREEMENT #77036

BY AND BETWEEN

THE COUNTY OF LOS ANGELES AND

EMC CORPORATION FOR

ENTERPRISE CONTENT MANAGEMENT SERVICES

This Amendment Number One to Master Services Agreement Number 77036 ("Amendment Number One") is entered into as of _____, 2012 by and between the County of Los Angeles, a political subdivision of the State of California ("County") and EMC Corporation, which will do business in California as EMC Peripherals, Inc., a Massachusetts corporation ("Contractor"), with reference to the following facts.

Recitals

A. County and Contractor entered into that certain Master Services Agreement Number 77036 for Enterprise Content Management Services (together with all exhibits and attachments thereto, all as amended prior to the date hereof, the "Agreement") which was approved by County's Board of Supervisors on July 7, 2009;

B. The parties now wish to amend the Agreement to extend the Agreement term from July 7, 2012 to July 6, 2014 upon the terms and conditions set forth herein.

C. The parties additionally wish to amend the Agreement to include the County's required provision regarding defaulted property tax upon the terms and conditions set forth herein.

NOW, THEREFORE, pursuant to Paragraph 10 (Change Notices and Amendments) of the Agreement, and in consideration of the mutual covenants contained herein, and other good and valuable consideration, County and Contractor hereby agree and amend the Agreement as follows:

1. County and Contractor hereby mutually agree to extend the Initial Term of the Agreement by the exercise of the first two-year Extended Term as provided under Paragraph 11.1 of the Agreement. Following such extension, the term of the Agreement shall expire on July 6, 2014, unless sooner terminated or extended, in whole or in part, as provided in the Agreement.

2. Paragraph 12.1 of Paragraph 12 (Contract Prices and Fees) is hereby deleted in its entirety and replaced as follows:

12.1 The "Maximum Contract Sum" shall be the total moneary amount payable by County to Contractor for supplying the Services under this Agreement during the term of this Agreement. The Maximum Contract Sum for each calendar year (January 1 through December 31) during the term of this Agreement (prorated for any portion of a calendar year), including all applicable taxes, authorized by County hereunder, shall not exceed Three Million Five Hundred Thousand Dollars ($3,500,000).

3. Paragraph 75 (County's Defaulted Property Tax Program) is hereby added to the Agreement in the proper numerical order as follows:

76. COUNTY'S DEFAULTED PROPERTY TAX PROGRAM

76.1 Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through contract are current in paying their California property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

76.2 Unless Contractor qualifies for an exemption or exclusion, Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this Agreement will maintain compliance, with County Code Chapter 2.206.

76.3 Failure of Contractor to maintain compliance with the requirements set forth in this Paragraph 76 shall constitute default under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement, failure of Contractor to cure such default within 10 days of notice shall be grounds upon which County may terminate this Agreement and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206.

4. Contractor represents and warrants on behalf of itself and the person executing this Amendment Number One on its behalf is an authorized agent for Contractor who has actual authority to bund such entity to each and every term, condition and obligation of this Amendment Number One and that all requirements of Contractor have been fulfilled to provide such actual authority.

5. In all other respects, the Agreement, as amended under this Amendment Number One, shall remain in full force and effect.

AMENDMENT NUMBER ONE TO
MASTER SERVICES AGREEMENT FOR
ENTERPRISE CONTENT MANAGEMENT SERVICES

IN WITNESS WHEREOF, the Los Angeles County Board of Supervisors has caused this Amendment Number One to be subscribed by its Chairman and the seal of such Board to be hereto affixed and attested by the Executive Officer-Clerk thereof, and Contractor has caused this Amendment Number One to be subscribed in its behalf by its authorized officer, effective as of the date first set forth above.

COUNTY OF LOS ANGELES

By _____
ZEV YAROSLAVSKY
Chairman, Board of Supervisors

ATTEST:
SACHI HAMAI
Executive Officer-Clerk
Los Angeles County
Board of Supervisors

By _____
Deputy

EMC CORPORATION
Contractor

Signed: _____
Printed: **Joseph F. Spaniol III**
Title: ***Vice President***
Federal & Public Sector Contracts

APPROVED AS TO FORM:
JOHN KRATTLI
Acting County Counsel

By _____
AMANDA M. L. DRUKKER
Senior Deputy County Counsel