

SECOND AMENDMENT
TO AGREEMENT NO. 10-2903
BETWEEN THE CITY OF LOS ANGELES
AND
MICROSOFT CORPORATION

THIS SECOND AMENDMENT to Agreement No. 10-2903 is made and entered into by and between the CITY OF LOS ANGELES, a municipal corporation ("City"), acting by and through its Board of Harbor Commissioners ("Board"), and MICROSOFT CORPORATION ("Consultant") as follows:

1. Exhibit B-1 is added. The revised Fee Summary and Services by Support Location supersedes the Fee Summary and Services by Support Location in Exhibit B. (see attached Exhibit B-1).

This Amendment shall be in full force and effect commencing upon signature of the Executive Director after approval by the City Council of Los Angeles pursuant to Section 606 of City's Charter. Except as amended herein, all remaining terms and conditions of Agreement No. 10-2903 shall remain in full force and effect.

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IN WITNESS THEREOF, the parties hereto have executed this Second Amendment to Agreement No. 10-2903 on the date to the left of their signatures.

THE CITY OF LOS ANGELES, by its Board of Harbor Commissioners

Dated: _____, 2015

By: _____
Executive Director

Attest: _____
Board Secretary

MICROSOFT CORPORATION

Dated: _____, 2015

By: KB _____

Kimberly B. Jennissen on behalf of David T. Gallagher Director of Contracts

(Print/type name and title)

Attest: Heather Peterson _____

Heather Peterson, TSG 2-27-15
(Print/type name and title)

APPROVED AS TO FORM AND LEGALITY

3 - 3, 2015

MICHAEL N. FEUER, City Attorney
JANNA B. SIDLEY, General Counsel

By: _____
MINAH PARK, Deputy City Attorney

MP:jpr
02/18/15
Attachment

Account#	54110/54310	W.O. #	
Ctr/Div#	0640	Job Fac.#	
Proj/Prog#			
Budget FY:		Amount:	
13/14	\$ 157,952	54110 \$	62,837
		54310 \$	97,000
14/15	\$ 418,021	54110 \$	65,979
		54310 \$	354,021
15/16	\$ 417,922	54110 \$	69,278
		54310 \$	350,722
TOTAL:	\$ 993,895		

For Acct/Budget Div. Use Only:

Verified by: Julie Yano

Verified Funds Available: Shyne & Shyne

Date Approved: 3/06/2015

**Microsoft Premier Support Services Description Schedule:
Fee and Named Contacts Amendment 1.**

(Microsoft Affiliate to complete)

Premier Support Services Description Number

001415935

This amends the Premier Schedule identified above between the Port of Los Angeles as of the effective date identified below. Any terms that are used but not defined in this amendment will have the same meanings given them in the agreement.

I. Amendment.

The **Fee Summary** section and **Services by Support Location** are hereby replaced with the following revised table:

a. Fee Summary

	Year 1 Price (US\$)	Year 2* Price (US\$)	Year 3* Price (US\$)
USD Premier	\$62,837	\$65,979**	\$69,278**
***Less One-Time Microsoft Investment	N/A	N/A	(\$5,942)
****Professional Services (Optional)	\$97,000	\$354,021	\$350,722
Total	\$159,837	\$420,000	\$414,058

*For this multi-year FNC, base year services, including any additional services purchased during the base year as referenced above shall be forfeited if not utilized during such base year. Option year services will similarly expire at the end of each respective option year in which they were purchased.

**A 5% increase (over the Base Year, Option, Yr. 1, Option Yr. 2) has been factored into the pricing for Option Yr. 1, Option Yr. 2 for budgeting purposes only. You will be billed the prevailing (i.e., then current) price (as of the Commencement Date of Option Yr. 1, Option Yr. 2, or the amount shown above, whichever is lower).

*** Gratuitous Services. In addition to the billable fees referenced above, we will provide gratuitous services including any additional travel and living expenses for which you shall have no legal or moral obligation to pay and for which we waive any entitlement to compensation. It is our intent that the services referenced below be in compliance with applicable laws and regulations regarding the provision of gratuitous services. It is specifically understood that all services and services deliverable(s) provided under this section are for the sole benefit and use of the Port of Los Angeles (directly or indirectly), and are not provided to or for the benefit of any individual or other government employee. We reserve the right to change staffing to meet the requirements of this engagement.

**** For this multi-year FNC, any Base Year Professional Services shown herein shall be forfeited if not purchased during such Base Year. Any such Option Year Professional Services will similarly expire at the end of each respective Option Year if not purchased during such option period. In the event you wish to purchase Professional Services, a Professional Services Exhibit must be executed with the precise scope at the time such services are purchased.

b. Services by Support Location

Country: United States (Premier Standard 0) Year 1
<ul style="list-style-type: none"> • Support Account Management Included • Up to 120 hours for Support Assistance • Up to 40 hours for Problem Resolution Support • 12 Service Resource Site Visits Included • Unlimited User Access to Premier Online Website
Country: United States (Premier Standard 0) Year 2
<ul style="list-style-type: none"> • Support Account Management Included • Up to 120 hours for Support Assistance • Up to 40 hours for Problem Resolution Support • 12 Service Resource Site Visits Included • Unlimited User Access to Premier Online Website
Country: United States (Premier Standard 0) Year 3
<ul style="list-style-type: none"> • Support Account Management Included • Up to 120 hours for Support Assistance • Up to 40 hours for Problem Resolution Support • 12 Service Resource Site Visits Included • Unlimited User Access to Premier Online Website

II. Effect of Amendment.

Except as specifically amended by this amendment, all other provisions of the agreement shall remain unchanged, and in full force and effect. When this amendment is fully executed, you will receive a confirming copy.

Customer	Microsoft
Name Port of Los Angeles	Microsoft Corporation
Signature	Signature 
Printed Name	Printed Name Kimberly B. Jennissen on behalf of David T. Gallagher
Printed Title	Printed Title Director of Contracts
Signature Date	Effective Date 2/27/2015

Prepared by: