

OFFICE OF THE CITY ATTORNEY
CHARLES PARKIN, City Attorney
411 West Ocean Boulevard, 9th Floor
Long Beach, CA 90802-4664

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FIFTH AMENDMENT TO AGREEMENT NO. 35451

35451

THIS FIFTH AMENDMENT TO AGREEMENT NO. 35451 is made and entered, in duplicate, as of January 21, 2021, for reference purposes only, pursuant to a minute order adopted by the City Council of the City of Long Beach at its meeting on December 8, 2020, by and between DELOITTE CONSULTING LLP, a Delaware limited partnership ("Consultant"), with a place of business at 655 W. Broadway, Suite 700, San Diego, California 92101, and the CITY OF LONG BEACH, a municipal corporation ("City").

WHEREAS, City and Consultant (the "Parties") entered into Agreement No. 35451 (the "Agreement") whereby Consultant agreed to provide implementation services for a Customer Relationship Management (CRM) system; and

WHEREAS, the Parties entered into a First Amendment to the Agreement to clarify the Scope of Work; and

WHEREAS, the Parties entered into a Second Amendment to the Agreement to extend the term to December 31, 2021, add the authorized annual amount plus ten percent (10%) of the contingency amount and update the Scope of Work; and

WHEREAS, the Parties entered into a Third Amendment to the Agreement to update the Scope of Work; and

WHEREAS, the Parties entered into a Fourth Amendment to the Agreement to add an annual amount of \$240,000; and

WHEREAS, the Parties desire to update the Scope of Work;

NOW, THEREFORE, in consideration of the mutual terms, covenants, and conditions herein contained, the Parties agree as follows:

1. The Scope of Work attached to the Agreement as Exhibit "A-1" and Exhibit "A-2", the First Amendment as Exhibit "A-3" and Exhibit "A-4", the Second Amendment as Exhibit "A-5" and Exhibit "A-6", the Third Amendment as Exhibit "A-7", are amended to include the Change Order attached hereto and incorporated herein as Exhibit "A-8".

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2. Except as expressly modified herein, all of the terms and conditions contained in Agreement No. 35451 are ratified and confirmed and shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have caused this document to be duly executed with all formalities required by law as of the date first stated above.

DELOITTE CONSULTING LLP, a Delaware limited partnership

February 1, 2021

By James Qua
Name [Signature]
Title Principal

January 29, 2021

By [Signature]
Name Michael Henry
Title Managing Director

"Consultant"

CITY OF LONG BEACH, a municipal corporation

February 4, 2021

By Sandra J. Tatum
City Manager

"City" EXECUTED PURSUANT TO SECTION 301 OF THE CITY CHARTER

This Fifth Amendment to Agreement No. 35451 is approved as to form on

February 2, 2021.

CHARLES PARKIN, City Attorney

By [Signature]
Deputy

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Long Beach, CA 90802-4564

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2 contained in Agreement No. 35451 are ratified and confirmed and shall remain in full force
3 and effect.

4 IN WITNESS WHEREOF, the Parties have caused this document to be duly
5 executed with all formalities required by law as of the date first stated above.

6 DELOITTE CONSULTING LLP, a Delaware
7 limited partnership

8 2/1, 2021

By [Signature]
9 Name James Quon
Title Principal

10 January 29, 2021

By [Signature]
11 Name Michael Henry
Title Managing Director

12 "Consultant"

13 CITY OF LONG BEACH, a municipal
14 corporation

15 _____, 2021

By _____
16 City Manager

17 "City"

18 This Fifth Amendment to Agreement No. 35451 is approved as to form on
19 _____, 2021.

20 CHARLES PARKIN, City Attorney

21 By _____
22 Deputy

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Lana Beach, CA 90802-4664

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EXHIBIT "A-8"

Appendix C: Change Order Form

Change Request Number: 07

Date: 12/18/2020

Project Name: GO Long Beach 2.0

Requesting Party and Project Manager: Deloitte Consulting; David Lindstrom

Receiving Party and Project Manager: City of Long Beach; Behrang Abadi

1. Project Background

The City of Long Beach recently implemented the GO Long Beach Application. The application runs on the Salesforce platform and integrates with GIS and a variety external work order management systems. The City requires that the GO Long Beach Application receives the appropriate maintenance and application support services to ensure that defects are resolved, and enhancements are implemented over time. The City of Long Beach seeks to establish a cost-effective application support model for a period of 1 year.

The key objectives underpinning this new support model are: (1) creating an efficient and sustainable application support and governance structure that optimizes cost while delivering on expected business outcomes; (2) realizing and extending the value of the City's technology investment; and (3) incorporating the agility to rapidly adjust to changes in priorities and business needs.

To meet these objectives, the City has selected Deloitte Consulting as their business and technology service provider. In selecting Deloitte Consulting, the City seeks to leverage Deloitte Consulting's alliance ecosystem and strategic Salesforce relationship, business and technology know-how, and global delivery network, with the goal of continuing the City of Long Beach's key strength in providing world-class city services focused on improved citizen experience.

2. Ongoing Support Services Overview

The Scope of Services (hereinafter, the "Services") defined in this SOW will be conducted between **January 18, 2021 through the end of the Project term on Friday January 14, 2022**. During the Project term, Deloitte will provide the services defined in Section 3 (Scope of Services) of this SOW on a fixed fee basis as detailed in Section 7 (Fees).

2.1 Ongoing Support Overview

As part of the Ongoing Support, Deloitte Consulting will receive tickets, enhancement, and new development requests from Client and address these requests based upon the Scope of Services defined in this SOW.

Deloitte Consulting will log Incidents and respond to logged Incidents for the Salesforce system defined in Appendix 2, based on the assigned priority, and will perform triage on multiple Incidents of the same priority. Client will be responsible for issue prioritization and will work with the Deloitte Consulting Support Lead to adjust and direct working priorities for the Deloitte Consulting team.

2.2 Project Tools

The Parties have agreed that the service management tool(s) identified below will be used in the performance of the Services. Any additional tools will be discussed and must be mutually agreed upon. Client shall be responsible for providing Deloitte Consulting all necessary licenses for any Project Tool required to provide the Services and ensuring that Deloitte Consulting is authorized to use all required Project Tools under the Client's licenses.

Tool Name	Description
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ITSM TOOL	Client will be responsible incident and problem ticket management Client will be responsible for incident triaging Client will communicate incident information to Deloitte team via email Deloitte will provide Client with updates and closure notes as the Incident is resolved
Microsoft Teams	Client will provide Teams access for sharing documentation Deloitte team will leverage Teams for incident and enhancement related documentation
Github	Client will be responsible for maintaining Github and versions of code stored in Github Deloitte will provide quarterly extracts to Client for uploading into Github

3. Scope of Services

Consultant's will provide the Services defined in this section.

3.1 Geographic and Organizational Scope

The table below contains the geographic scope of Client's operations that are included in the Support Services.

Country/Regions	Languages within the scope of Services
United States	English

All written and oral communications on the Project will be in English. The City's primary contact for Application Support Services is the off-site delivery lead.

The table below contains the Organizational scope of Client's operations that are included in the Support Services.

Department	Services
PRM	Beach Maintenance, Facilities Maintenance, Grounds Maintenance, and Marine Maintenance
Public Works	ESB Graffiti, ESB Refuse, Street Maintenance, Traffic Operations
Animal Care Services	Animal Services, Dead Animal Pickup
Council Members	Council Member CRMs
Public Safety	Fireworks, Homelessness
City Manager's Office	Fireworks, Homelessness
Health and Human Services	Homelessness

3.2 Services

Deloitte Consulting will perform the following Services:

1. Salesforce Application Support at the direction and prioritization from the Client for a period of one year, from January 17, 2021 through January 14, 2022. The in-scope support activities are summarized in the table below:

SCOPE OF SERVICES

Requirements	Applications Operations	Coordination	Data Integrity	Testing & Approvals		Business Process User Support	
Call Logging & Routing		Call Prioritization	Call Monitoring	Initial Triage			
Interface Management*		Batch Job Management	Break Fix Resolution	Version & Change Control			
Configuration		Analysis	Upgrade Readiness	Vendor Coordination*			
UI/UX Design		Tech. Design	Dev./Config.	Testing*	Version/change/ release	Deployment	Application Management
Monitoring		Debugging & Tuning	Patching	Optimization	Platform Testing		
Hardware Support		Incident Management	Performance Tuning		Storage Mgmt		
Configuration		Resource/Capacity Analysis	Security	Performance Tuning & Fault Resolution			
■ City of Long Beach ■ Deloitte ■ City of Long Beach & 3 rd Party Vendor Infrastructure Providers							

As part of the Services noted above Deloitte Consulting resources will:

Respond to assigned incidents ("Assigned Incidents") for the In-Scope Applications as specified in Appendix 2 and which are directly related to the Services as defined in this SOW

Work on Priority 1 - 4 Assigned Incidents related to Level 2, 3, and 4 support for the In-Scope Applications

- Provide support consisting of the following activities:
 - Off-site Support Lead answering high priority emails or phone calls for urgent issues from Client resources on Priority 1 and Priority 2 reported incidents and responding to Deloitte Consulting assigned user.
 - Contacting Client Salesforce Point of Contact and/or Key Contacts for further clarification of the incident, and/or assigning to the appropriate offshore team member.
 - Communicating current status to Client via email or phone call.
 - Correcting and testing the resolution of each incident and work with other Client members or the software vendor support specialists to implement the resolution and achieve closure using specific procedures (for example, moving objects/fixes from Development to QA and to Production tenants, notifications, testing of the resolution, closing the Incident request).
 - Documenting changes made in accordance with the process using agreed upon standards

Deloitte Consulting will facilitate the transfer of tickets that are determined to be infrastructure or 3rd party issues back to the appropriate assignment group for resolution. Once the ticket has been transferred, Deloitte Consulting will work with the Client and 3rd party to provider to deliver relevant details of the issue and will assist Client with testing; however, the Client and 3rd party vendor will be responsible for resolving these defects. Client will manage the overall relationship with any third-party provider who provides services relevant to the Services described in this SOW.

Salesforce Enhancements – Deloitte Consulting will work with the Client to define enhancement process for Deloitte Consulting in-scope activities. Services to be provided are:

- Reviewing Client requirement documentation and attending appropriate review sessions.
- Providing estimated delivery date based on work priorities and team capacity.
- Providing quarterly code extract to keep code repository up to date.
- Making appropriate Salesforce configuration, security, report or enhancement changes and perform appropriate unit and system testing of the solution.
- Working with Client support contact for user acceptance testing and appropriate migration to Development, QA and Production tenants upon Client approvals.

Project Requests – For efforts that require additional or specific project resources, such as a deployment of a new department, large and complex changes to the system, or importing large data sources to the org, the City may request a quote for a separate SOW from Deloitte for such services. In addition, any enhancement request effort over 160 hours will require the approval of both Deloitte and City Service Delivery Leads. In the event that Service Delivery Leads are misaligned on an enhancement request, the Deloitte and City Escalation Managers will be engaged to settle the dispute. If the City uses a 3rd Party vendor, the acceptance process outlined below shall be followed before functionality is deployed to the Salesforce production org.

Acceptance of 3rd Party Salesforce Enhancements / Functionality – Deloitte Consulting will work with City 3rd party vendor to assess new code and functionality that is proposed to be implemented in the org. This requires the use of the Change Order Process and will trigger a quote for the onboarding process. The review and will also produce any impact to ongoing support cost of the system.

- The onboarding process includes the following activities:
 - A Knowledge Transfer process from 3rd Party vendor to Deloitte Consulting resources – in this process Deloitte will require requirements documentation, functional design documentation, technical design documentation, and test cases.
 - Code verification and deployment – Deloitte Consulting shall perform a code analysis and any corrective actions identified shall be performed by the 3rd party vendor.
 - Estimate of additional time to support that additional application or function – Deloitte Consulting will analyze the impact to the existing support model and if additional cost impacts are identified, Deloitte Consulting will communicate this to the City through the change order process.

3.3 Support Levels

The table below defines the levels of support for the In-Scope Applications referenced in Appendix 2 and indicates responsibility for execution between Client and Deloitte Consulting. For Level 2 through 4 services, Deloitte Consulting will work on break-fix issues and enhancements based on Client defined priority.

Level of Support	Responsibility	Description of Support Services
Level 0	Client	Initial Incident resolution support provided from super user, end users and self-service methods. Where super users cannot resolve an issue, they will contact and report the incident to Client's Customer Support (Help Desk) resources.
Level 1	Client	Addresses "how-to" type questions, user access management, and provides Incident triage, severity assessment, and escalation. Responsible for routing tickets to Level 2/3 resources.
Level 2	Deloitte Consulting and Client	Investigates and performs Service restoration. Performs break-fix resolution, root cause analysis, configuration changes, security changes and other associated tasks. Validates production after Salesforce maintenance windows.
Level 3	Deloitte Consulting and Client	Highest point of Incident escalation and consists of service restoration, root cause analysis, associated integration changes, tenant configuration changes. When required, liaison with Salesforce for resolution.
Level 4	Deloitte Consulting and Client	Enhancements (e.g. new topics) and/or change requests, subject to team capacity and Client prioritization. This would include Salesforce release regression testing and associated changes.

Client users of the In-Scope

Applications will initially look to Level 0 – Self-Help materials for issue resolution. When Level 0-Self-Help is exhausted, Client users will log an issue/enhancement request with the Client Level 1 Customer Support (Help Desk) to answer questions, validate a Service Incident, or validate the need for an enhancement. If they are unable to quickly resolve the issue or perform the request, the created service ticket will be entered into the Level 2 support queue.

For In-Scope Application service tickets assigned to Deloitte Consulting through the off-site resource, Deloitte Consulting will engage with the end user to confirm understanding of the issue/request and perform Level 2 and Level 3 support as further described herein, as necessary. Level 4 enhancements will be prioritized by Client and will be performed by both Deloitte Consulting resources and Client. Client engagement for Level 2-4 activities is only required when issues span multiple systems that are outside of the Salesforce instance such as integrations to legacy City Systems where City contractors are required to resolve issues. As necessary, and with written approval from Client in the form of a Change Order, additional resources may be applied.

3.4 Service Delivery Model

Deloitte Consulting will rely on the City to prioritize incidents. Client will perform its business within the Production Environment. These priority definitions may be customized based on the Client's Incident Management Processes, subject to any changes to the definitions requiring mutual written agreement between the parties.

The Client will be responsible for making the Offsite Lead aware of any new incident with an email that contains all the following information:

- Incident Title
- Incident Description
- Contact information for end-user/incident reporter
- Steps to Replicate Incident
- Screenshots (if available)

Deloitte Offsite Lead will respond to Incident Communication within 24 hours and will triage resolution to the appropriate developer.

The Deloitte Consulting and Client responsibilities related to Incident Management are set forth in the table below.

Deloitte Consulting Responsibilities	Client Responsibilities
Respond to new Incident Communication within 24 hours	Send Incident Communication to Offsite Lead with the required details (mentioned above) when Incidents arise
Provide Incident resolution updates to Client Point of Contact throughout resolution period	Lead Incident prioritization and change management activities as well as maintaining tickets that are assigned to Client resources or 3 rd
Resolve and test Incidents in DEV and TEST environments	Provide guidance to Deloitte Consulting in the prioritization and execution of the Services. Perform relevant testing procedures.
Notify Client when Incident fix is ready for testing in the UAT environment	Maintain incident accuracy and keep Incident status current for Assigned Incidents in Client's ITSM solution (if applicable)
Deploy Incident fix into PRODUCTION once it has passed UAT testing by Client	Document functional and technical requirements for new enhancements for Level of Effort estimation to be completed
Provide Level of Effort estimation for new Enhancements	Manage all UAT testing for Incident fixes and Enhancements in the UAT environment
Develop and test Enhancements in DEV and TEST environments	Notify Deloitte once UAT testing activities are complete, and Incident fixes or Enhancements can be deployed to PRODUCTION
Provide regular updates to Client on enhancement development progress	Manage Client employees and vendors in connection with the Services throughout the Incident and Enhancement lifecycle
Notify Client when Enhancements are ready for testing in the UAT environment	
Deploy Enhancements into PRODUCTION once they have passed UAT testing	
Provide quarterly code extract to update code repository application	

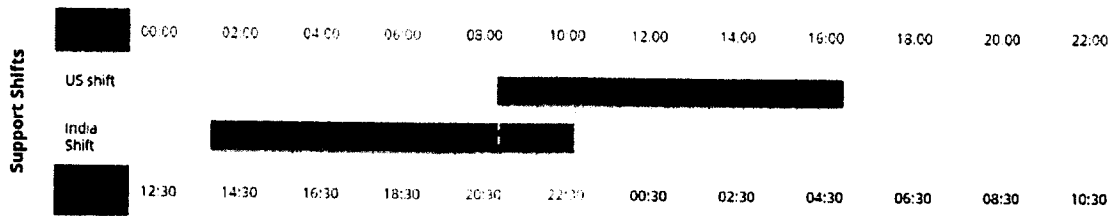
Services will be provided by off-site resources and offshore by resources from Deloitte Consulting's global delivery centers located in Hyderabad and/or Bangalore, India.

3.5 Application Scope

The In-Scope Applications and related integrations for which the Services will be provided are set forth in Appendix 2 - Baseline Scope of this SOW.

3.6 Hours of Coverage

Deloitte Consulting will provide a total of 40 hours of support per week from a part-time offshore team and 8 hours of support per week from our part-time onshore team member. The offshore team will consist of two team members (one focused on Front End fixes and enhancements and one focused Back End fixes and enhancements) who will split the allotted 40 hours per week, as both are designated part-time. In addition, there will be an onshore remote resource who will help support major incidents and enhancement delivery. Oversight will be required of the City to support offshore developers with day to day activities, and overall Salesforce incident triaging will be owned by the City.









2 hour shift transition overlap

The figure above outlines the typical working hours of US-based and India-based resources. Due to resources being available on a part-time basis for this Statement of Work, the Client must schedule meetings with resources in advance to secure their time (at least 24 hours in advance). Note: Client will need to support the working hours of our India-based team by scheduling calls that align with their working hours (e.g. early mornings or evenings Pacific Time).

3.7 Out of Scope

The following Services and activities are specifically excluded from the scope of this SOW:

Activity / Service	Assumption
	Application Support & Architecture services for out-of-scope applications
<ul style="list-style-type: none"> Support and solution architecture services for out-of-scope applications 	
Vendor Management	<ul style="list-style-type: none"> Engaging/negotiating with inscope application support providers on typical Vendor management activities such as contract execution, pricing and SLO negotiation, license management
	Release Management /Calendar
<ul style="list-style-type: none"> Overall release management activities and publishing and maintaining of release calendar for Deloitte in-scope applications 	
Incident Management Tool	<ul style="list-style-type: none"> City of Long Beach will provide a Service Desk tool for logging and tracking all incidents for Deloitte in-scope applications
	Monitoring, Monitoring Tools' Licenses
<ul style="list-style-type: none"> Application Performance monitoring will be provided by City of Long Beach or 3rd party resources. Licensing costs for any tools to be utilized for application monitoring will be covered by City of Long Beach 	
Automation Testing Major Enhancements	<ul style="list-style-type: none"> Automation of regression scripts, Automation of performance testing and Major Enhancements are out of scope. Deloitte is responsible for technical unit and integration testing prior to releasing to City testers for Functional Unit testing and Integration testing. Major enhancement requests are made through the engagement manager which will analyze impact and effort to determine next steps.

Any other services or responsibilities not expressly set forth in the Scope of Services in this SOW.

4. Organization

Consultant and Client will put in place an light governance structure that aligns appropriate executive leadership and Service delivery leads. This alignment will aid communication and foster the necessary collaboration to enable both Client and Consultant to support the In-Scope Applications and deliver the Services. The governance structure consists of the following tiers:

- A Leadership Team of combined Client and Consultant leadership to monitor the overall performance of the Services and address points of escalation.
- A Change Advisory Board that has primary responsibility for managing the change request portfolio, and development and release schedule.

Client / Consultant will schedule status meetings at time intervals mutually agreed upon. The meetings will include (but not be limited to) the following:

- Monthly Leadership Team Meetings: The purpose of this meeting is to review the performance of

the Support Services team. In this meeting we will share stats on the number of Incidents closed and enhancements deployed, upcoming enhancements, and any risks or issues impacting the Support team.

- Ad Hoc Change Advisory Board Meetings: The purpose of this meeting is to discuss enhancements or changes that require a Change Order to deliver. In this meeting, prospective Change Orders will be reviewed and decided on.

Additional meetings and discussions will be held as agreed upon and as necessary by Client and Consultant.

4.1 Primary Client Location

Client Site / Division	City of Long Beach
Address	411 W Ocean Blvd
City / State / Zip Code	Long Beach, CA 90802

4.2 Executive Management

The Escalation Managers set forth below are the individuals authorized to negotiate to resolve disputes relative to the responsibilities outlined in the SOW. Both parties will mutually agree and adopt an escalation process in writing within 30 days of the execution of this SOW.

Client Executive		Deloitte Engagement Manager	
Name	Behrang Abadi	Name	David Lindstrom
Title	TI Bureau Manager	Title	Sr. Manager
Phone Number	(562) 570-6543	Phone Number	(415) 309-5191

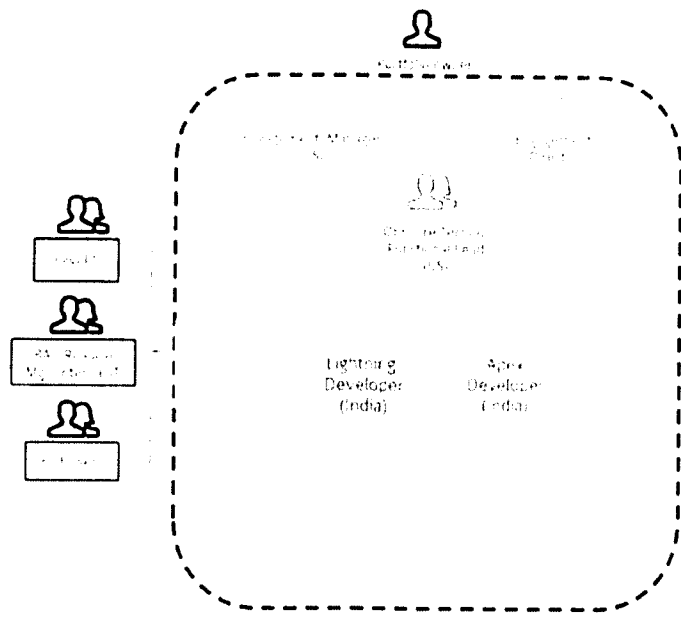
4.3 Service Delivery Leadership

The Service Delivery Leaders set forth below are authorized to negotiate to resolve issues relative to the day-to-day delivery of Services as set forth in this SOW.

Client Service Delivery Leader		Deloitte Consulting Support Lead	
Name	Behrang Abadi	Name	Aditi Kochhar
Phone Number	(562) 570-6543	Phone Number	(678) 299-9031
E-mail address	behrang.abadi@longbeach.gov	E-mail address	adkochhar@deloitte.com

5. Staffing Model

Deloitte Consulting will provide resources to fill the following roles for this SOW.



Client's Salesforce Team
 Deloitte Consulting Resources
 Partially Dedicated
 Dedicated

The Deloitte Consulting resources will work with the Client's Salesforce team in order to deliver Salesforce application support services. The roles and activities are listed in the chart below.

Role	Primary Responsibilities
Engagement Director	<ul style="list-style-type: none"> Provides overall strategic direction; accountable for engagement delivery and quality assurance
Engagement Manager	<ul style="list-style-type: none"> Serves as central point-of-contact for the engagement; responsible for engagement work products and activities
Onsite Techno-Functional Lead (US)	<ul style="list-style-type: none"> Interfaces with the Product Owner and Business Analyst to understand the Functional Requirements (FR's) Provide break / fix, release, development support, unit and integration testing during US business hours
Application Developers/ Testers	<ul style="list-style-type: none"> Provide break / fix, release, development support, unit and integration testing Log / Maintain tickets in ticket tracking system Work on enhancements
Product Owner	<ul style="list-style-type: none"> Provides final approval on engagement deliverables and executive direction from steering committee
Level 1 Support Team	<ul style="list-style-type: none"> Directly interacts with the Level 2 team for escalations
End Users, Business Team	<ul style="list-style-type: none"> End Users interact with the Level 1 team for support

6. Assumptions

The following is a list of assumptions and expectations upon which Deloitte Consulting has relied in agreeing to perform the Services and upon which it is based, which are conditions of this SOW (the "Assumptions"). Any deviation from the Assumptions may affect the fees, expenses, service levels, and timelines set forth herein.

Management and Governance

1. This SOW assumes a Project start date of 1/18/2021, provided that this SOW has been signed by Client.
2. Client Project sponsor will have overall authority for driving all Project decisions, reviewing and approving all work products, facilitating discussion and communication among all parties as needed when necessary, and securing any required Client or third-party resources.
3. Client will be responsible for issue prioritization and Deloitte Consulting will work on issues as directed by the client when conflicts arise.

General

1. The procurement of licensing for the In-Scope Application, as well as all Client-owned support tools and service management tools is the responsibility of Client and is provided at no cost to Deloitte Consulting.
2. Client will have an incident management structure and process identified.
3. Client will provide overall leadership for the incident management processes.
4. Client will continue to take primary responsibility for user acceptance testing ("UAT") of Incident

- fixes and enhancements, adoption, organizational change management, and training.
5. All work in legacy or integrated systems is the Client's responsibility. The Salesforce-based Go Long Beach application developed by Deloitte is not considered a legacy system and is part of the In-Scope Applications.
 6. The Client will provide decisions and responses to questions in a timely manner, in order to minimize delays to the Services defined in this SOW.

Client Staff and Responsibilities

1. Client will provide timely access to resources, and key contacts and all necessary information for Deloitte Consulting to fulfill its obligations of this SOW. Deloitte Consulting will promptly notify Client if there is an anticipated impact to the project due to unavailability of qualified Client resources.
2. Client will secure its subject matter specialists' and super users' availability when needed to attend meetings.
3. Client executive management will provide full sponsorship and support for this Project, including approval of budget, resources, and timing. Client executive management will receive periodic Project updates, at least on a monthly basis.
4. Client will designate a service manager that will work directly with the Deloitte off-site lead in to prioritize and communicate incidents and enhancements that have priority conflicts
5. Client is responsible for the provision of the system support for all functional and technical support outside of the scope of this SOW.
6. Client is responsible for the integrity and the quality of the data as entered into, and maintained in, Salesforce.
7. Client is responsible for identifying and notifying Deloitte Consulting at least 60 days in advance or as soon as practicable of any regulatory, legal, audit, industry or governmental requirements that impact the Scope of Services.
8. Client will be solely responsible for deciding whether or not to implement any changes to the In-Scope Application resulting from any such requirements and for all of the consequences (including, without limitation, business and legal consequences) resulting from such decision.
9. Client leadership team will continue to be engaged on a daily and weekly basis to provide guidance, resolve escalated issues and support the prioritization of application enhancements.
10. Client SMEs will be required to support legacy system integration point analysis and resolution.
11. Client will be responsible for collecting, prioritizing and assigning Incidents to the Deloitte Application support team via email, with all the required details defined in Section 3.4 of this Statement of Work.
12. Client decided to staff Support team on a part-time basis, and no SLAs have been defined.

Deloitte Consulting Staff

1. Deloitte Consulting will observe Deloitte Holidays
2. Deloitte Consulting has no responsibility for the performance of other contractors, suppliers, or vendors engaged by Client, or delays caused by them or Client, in connection with the Application Management Services described in this SOW.

Data

1. Client will limit the confidential information ("CI") it provides to Deloitte Consulting or otherwise make available to Deloitte Consulting only that which is reasonably necessary to allow Deloitte Consulting to provide the Services. Deloitte Consulting will provide Client with a list of Deloitte Consulting personnel who are authorized to receive or access Client confidential information. Any disclosure of CI

by Client to Deloitte Consulting will be done by utilizing levels of IT security and data encryption appropriate to maintain security of the CI being accessed by or transferred to Deloitte Consulting, and as required by applicable information protection laws.

2. Client will use commercially reasonable efforts to ensure that Deloitte Consulting personnel will not be provided with, exposed to, or be required to manage or maintain, any Personally Identifiable Information ("PII").

Approach

1. The Project Change Order process will be utilized for changes in scope and/or Project timeline.

Security and controls

1. If Client requests that Deloitte Consulting install any third-party patches, fixes, releases and upgrades, Client shall approve the application of the third-party patches, fixes, releases and upgrades assuming that such activities are contemplated in this SOW or are executed according to the process defined in Appendix 3 -Change Order Process.
2. Client will provide required capabilities for any third party/bolt-on applications not included in Deloitte Consulting scope.
3. Client will allow remote connections into the In-scope Applications for Deloitte Consulting personnel, including those working off site, as required to meet Project requirements.
4. Client will approve all changes to User access administration, access control, and security of the In-Scope Applications.

7. Fees and Expenses

Deloitte Consulting will perform the Services on a fixed fee basis. Based on the scope, timing, Client responsibilities, and assumptions set forth herein, Deloitte Consulting's fees for the Services total \$240,000 for 1 year, to be invoiced monthly using the following invoice schedule:

Month	Invoice Amount
January 2021	\$10,000.00
February 2021	\$20,000.00
March 2021	\$20,000.00
April 2021	\$20,000.00
May 2021	\$20,000.00
June 2021	\$20,000.00
July 2021	\$20,000.00
August 2021	\$20,000.00
September 2021	\$20,000.00
October 2021	\$20,000.00
November 2021	\$20,000.00
December 2021	\$20,000.00
January 2022	\$10,000.00
Total	\$240,000.00

- The monthly increment of the total fee will be billed at the end of each month.
- Pricing is not inclusive of additional projects and implementations that may increase scope and resource requirements.
- Management engagement oversight (both onsite and offshore) time is included as our investment over the duration of the contract.

The fixed annual fee and its monthly increments are based on a fixed capacity of Deloitte Consulting hours based on our discussions and on the information provided to Deloitte Consulting as of the date of this SOW, the nature and scope of the work, the expected resource requirements, resource commitments from the City of Long Beach, the anticipated duration and scope of the Services, and the agreed-upon Assumptions, all as described in this SOW.

Contractor is staffing the Project to provide a reasonable number of resources to support the Scope of Services in this SOW based on the schedule and assumptions. Any changes to the Scope of Services, such as addition of new functionality or Contractor responsibilities, shall go through an assessment triggered by the Change Order process. Deloitte will provide the City with a quote for the assessment and possible impacts to ongoing fees if appropriate in the proposed Change Order.

If the City of Long Beach desires a different level-of-effort, or if Deloitte Consulting determines that additional resources are required to perform the activities and other Services set forth in this SOW, the Parties agree to follow the Change Order process set forth herein to document the revised level-of-effort, scope, and, if applicable, the revised fees.

8. Other Terms

N/A

9. Appendices

The following appendices are attached hereto and incorporated by reference:

- Appendix 1 — Definitions
- Appendix 2 — Baseline Scope
- Appendix 3 — Change Processes
- Appendix 4 — Holidays
- Appendix 5 - PVL

IN WITNESS WHEREOF, intending to be legally bound hereby, the Parties hereto have caused this SOW to be executed by their duly authorized representatives as of the SOW Effective Date.

Agreed:

City of Long Beach

Signature:

Printed Name:

Title:

Date:

Deloitte Consulting LLP.

Signature:

Printed Name: James Qua

Title: Principal

Date:

Appendix 1 - Definitions

In this SOW, except where the context otherwise expressly requires, the following terms have the meanings set forth below. Other capitalized terms that may be used in this SOW and related business terms and conditions such as Change Orders, and not defined below, have the meaning assigned to them in the Agreement.

As used in this SOW:

- A. **"Salesforce Support Services"** or **"Services"** means the activities and responsibilities of Deloitte Consulting set forth in this SOW. This activity does not include any software or functionality added to the In-Scope Applications after the SOW except for functionality added by the Deloitte team through the enhancement process. Effective Date or applications added to the In-Scope Applications after the effective date of this SOW, unless added as a result of the Change process set forth in Appendix 3.
- B. **"Application Service Delivery Team"** means the personnel of Deloitte Consulting, and its subcontractors, who provide the Services.
- C. **"Baseline Scope"** will mean the scope of services discussed in Section 1 – Deloitte Consulting Services Description and set forth in additional detail in Appendix 2 – Baseline Scope.
- D. **"Change Management"** means the management and execution of approved requests for change or enhancement to the implemented In-Scope Applications.
- E. **"Change Order"** means a written and signed modification to this SOW altering one or more aspects of SOW. Change Orders will be considered by the Parties in accordance with Appendix 3.
- F. **"Computing Infrastructure Hosting"** means the computing hardware (i.e. servers, storage devices), used to operate the In-Scope Applications.
- G. **"Help Desk"** means a single point of contact for Users, reachable by dialing a toll-free telephone, where they can report operational issues with the In-Scope Applications (an Incident) or Enhancement Request.
- H. **"Help Desk Management"** means management and maintenance of a single interface between the Deloitte Consulting Help Desk and Application Service Delivery Team for the express purpose of receiving, reviewing, prioritizing and assigning End User reported Incident to relevant Deloitte Consulting resources responsible for supporting the affected In-Scope Applications.
- I. **"Incident"** means any application or database event observed by any User or Deloitte Consulting In-Scope Applications user which impairs or appears to impair the functioning of an In-Scope Applications so that it does not materially comply with the In-Scope Applications implemented design and functionality.
- J. **"Incident Management"** means the receipt, review, prioritization, development, and implementation of resolutions intended to restore the In-Scope Applications operations with minimal disruption to Users.
- K. **"In-Scope Application"** means the applications set forth in Appendix 2 – Baseline Scope for which Deloitte Consulting will provide Application Maintenance and Support Services.
- L. **"Pre-Production Instance"** or **"Pre-Production"** means those application and database instances (for example: DEV or QA) that make up the as-implemented In-Scope Applications and are used exclusively by Deloitte Consulting, Super Users, Users and Client IT to design, develop, and test changes and enhancements to the Production Environment. The baseline Pre-Production Environment scope is documented in Appendix 2 – Baseline Scope.
- M. **"Priority"** means in accordance with the table set forth in the Section 3 of Appendix 6.

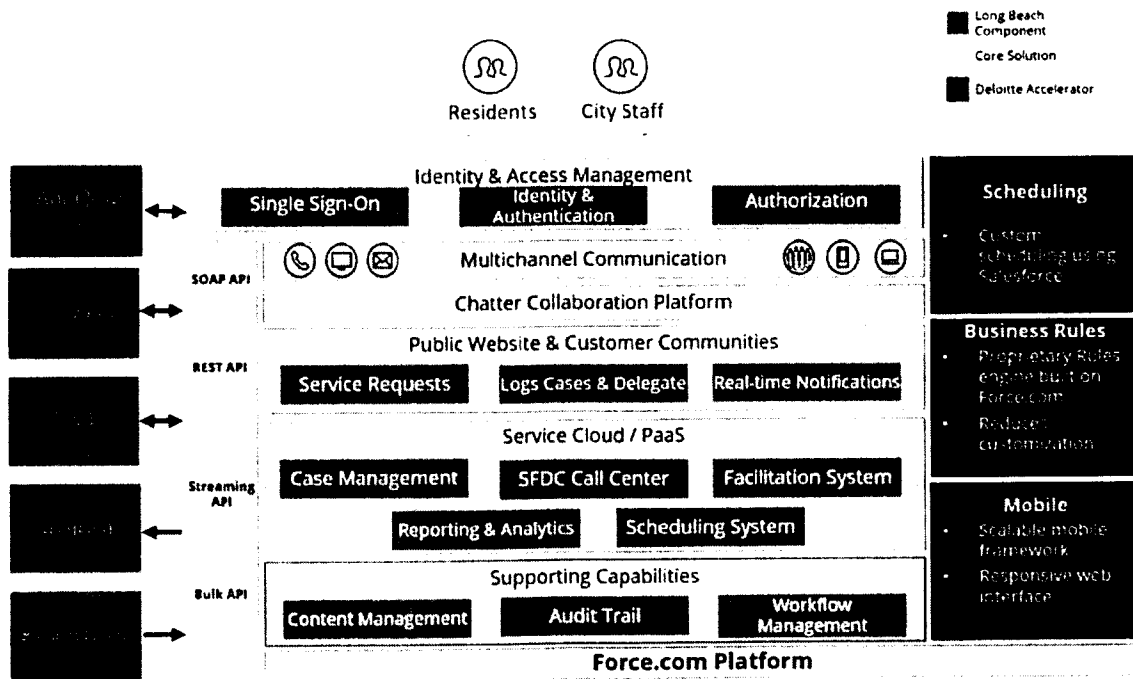
- N. ***“Problem Management”*** means the conduct of analytic and diagnostic activities to identify the root-cause of Priority 1 and Priority 2 Incidents resulting from performance issues with the In-Scope Applications and the development of a persistent solution that will resolve the performance problem.
- O. ***“Production Environment”*** or ***“Production”*** means those application and database instances that make up the In-Scope Applications and are used by Client to enable and facilitate the performance of their responsibilities. The Production Environment for the In-Scope Applications is defined as the In-Scope Applications, application configuration, including reports, forms, interfaces, customizations, and extensions. The baseline Production Environment scope is set forth in Appendix 2 – Baseline Scope.
- P. ***“Time to Resolve”*** means the time taken by Contractor to propose a plan to resolve defects in Contractor created code, excluding elements outside of Contractor’s direct control, such as triage, troubleshooting, testing, Client decision/communications time, and data fixes related to the incident.
- Q. ***“Users”*** means staff authorized by Client to access and use the In-Scope Applications, including Client’s staff and Client’s third-party supplier’s personnel providing services to Client as part of their assigned role and responsibilities. The number and location of Users included in the scope of this SOW are listed in the document referenced by Appendix 2 – Baseline Scope.

Appendix 2 – Baseline Scope

The baseline scope for the In-Scope Applications is set in this Appendix. Any changes to the In-Scope Applications and/or the Scope of Services will be updated by a Change Order mutually executed by both Parties. Should a change in scope result in a change in the timelines, the fees, or level of effort to deliver the Services, Deloitte Consulting is entitled to a Change Order which eliminates any adverse impact to Consultant. Client and Deloitte Consulting will meet to discuss the impact of the change, Deloitte Consulting will create a Change Order, and Deloitte Consulting and Client will approve the Change Order according to the Scope Change Process set forth in Appendix 3 – Change Process.

This reference and integration architecture diagrams contains the following main components listed below:

- In-Scope Modules of the Salesforce Application
- In-Scope Integrations



Appendix 3 – Change Order Process

Either party may request changes to the Services, Deliverables, and/or any other aspect of this SOW through a written change request (“Change Request”). Promptly thereafter, the Parties will discuss what impact the Change Request will have on the Services and Deliverables and on pricing, timing, and other terms of this SOW. Any changes to this SOW agreed upon by the Parties will be set forth in a change order signed by the Parties (“Change Order”), the form of which is set forth in the General Business Terms. Once a Change Order is signed, it will amend, and become part of, this SOW. Neither Party is obligated to change the Services, Deliverables, or any other aspect of this SOW unless a Change Order for such change has been signed by the Parties.

Consultant is entitled to a Change Order which eliminates the adverse impact in the event that the assumptions stated herein are not realized, or in the event of any change in scope, or estimated timeline.

If any of the following events occur while Consultant is engaged to provide the Services (each a “Change Order Event”), Consultant shall be entitled to a Change Order to compensate it for actual and anticipated additional effort at the Consultant billing rates set forth herein, plus reasonable and actual incurred expenses:

- The scope, approach or timing of the project or the Services change.

- Delays are encountered that are beyond the reasonable control of Consultant, including, without limitation, delays caused by third party software and hardware vendors or their related products and/or services,

- A project assumption proves to be invalid, and/or

- Client fails to meet its obligations as set forth herein.

Change Orders to this agreement will only be effective when signed by authorized representatives of each party.

Consultant will notify Client, in a reasonable period of time after becoming aware of a Change Order Event. Notwithstanding anything to the contrary in this Statement of Work and/or the General Business Terms, if the parties are unable to reach a complete agreement on a Change Order within 10 days of Client being notified of a Change Order Event, Consultant may, at its option, suspend or terminate the Services upon written notice to Client.

Appendix 4 – Holidays

The following days are designated as holidays. On holidays, Deloitte Consulting will provide on-call support for Priority 1 Incidents.

On-shore, seven holidays are recognized consistently each year with seven additional Deloitte designated holiday selected based on the calendar for that particular year.

United States Holidays (2020) – Will provide 2021 calendar once available

Holiday	Date	Federal	Deloitte Designated
New Year's Day	Wednesday, January 1	X	
Martin Luther King Jr.	Monday, January 20	X	
Memorial Day	Monday, May 25	X	
Extended Independence Day	Thursday, July 2		X
Independence Day	Friday, July 3 (*)	X	
Labor Day	Monday, September 7	X	
Thanksgiving Day	Thursday, November 26	X	
Day after Thanksgiving	Friday, November 27		X
Christmas Day	Friday, December 25	X	
Collective Disconnect	Monday, December 28		X
Collective Disconnect	Tuesday, December 29		X
Collective Disconnect	Wednesday, December 30		X
Collective Disconnect	Thursday, December 31		X

(*) July 4, 2020, the legal public holiday for Independence Day, falls on a Saturday. When a US federal holiday falls on a Saturday, it is celebrated on the Friday before. In this case, we will celebrate Independence Day on Friday, July 3.

India Holidays

Holiday	Festival	Date	Hyderabad	Chennai	Mumbai	Delhi
National	New Year's Day	Wednesday, January 1	Y	Y	Y	Y
National	Labor Day	Friday, May 1	Y	Y	Y	Y
National	Ramzan	Monday, May 25	Y	Y	Y	Y
National	Gandhi Jayanti	Friday, October 2	Y	Y	Y	Y
National	Dussehra	Monday, October 26	Y	Y	Y	Y
National	Christmas Day	Friday, December 25	Y	Y	Y	Y
Holiday	Festival	Date	Hyderabad	Chennai	Mumbai	Delhi
State	Lohri	Monday, January 13				
State	Makar Sankranti/Pongal	Wednesday, January 15	Y		Y	
State	Holi	Tuesday, March 10			Y	
State	Gudi Padwa/Ugadi	Wednesday, March 25	Y	Y	Y	
State	Telangana formation day	Tuesday, June 2	Y			
State	Raksha Bandhan	Monday, August 3				
Holiday	Festival	Date	Hyderabad	Chennai	Mumbai	Delhi
Deloitte Designated	Collective Disconnect	Monday, December 28	Y	Y	Y	Y
Deloitte Designated	Collective Disconnect	Tuesday, December 29	Y	Y	Y	Y
Deloitte Designated	Collective Disconnect	Wednesday, December 30	Y	Y	Y	Y
Deloitte Designated	Collective Disconnect	Thursday, December 31	Y	Y	Y	Y

Deloitte Consulting and Client will provide each other with 30 days written notice of any changes to the annual holiday schedule and will advise each other of the annual holiday schedule for the upcoming year on or about the anniversary date of the SOW Effective Date. Deloitte Consulting will provide a holiday/vacation calendar to Client and will keep updated on a frequent basis.

Appendix 5 – Project Validation Letter (PVL)

[City of Long Beach Letterhead]

<DATE>

To Whom It May Concern:

This letter is to confirm that the City of Long Beach has engaged the professional services of Deloitte Consulting LLP (“Deloitte Consulting”) in connection with (ADD DETAILS)

Please note that it may be necessary for certain Deloitte Consulting personnel to perform services at our offices located at the below locations, as well as the offices of Deloitte Consulting.

- (ADD DETAILS)

However, Deloitte Consulting personnel are not employees of the City of Long Beach, and the City does not manage, supervise or control their employment.

Sincerely,

<The City of Long Beach signatory>

