

1 THIRD AMENDMENT TO AGREEMENT NO. 32941

2 **32941**

3 THIS THIRD AMENDMENT TO AGREEMENT NO. 32941 is made and
4 entered, in duplicate, as of August 21, 2015 for reference purposes only, pursuant to a
5 minute order adopted by the City Council of the City of Long Beach at its meeting on August
6 18, 2015 by and between ERNST & YOUNG LLP, a limited liability partnership, located at
7 200 Plaza Drive, Secaucus, New Jersey 07094, ("Consultant"), and the CITY OF LONG
8 BEACH, a municipal corporation ("City").

9 WHEREAS, the parties entered into Agreement No. 32941 on December 21,
10 2012 ("Agreement"), wherein EP2M, LLC agreed to provide maintenance, operational
11 support, end user support, enhancements, and upgrades for the Oracle based CIS Solution
12 for utilities providing gas, water, wastewater, and solid waste services to the City; and

13 WHEREAS, Ernst & Young LLP is the valid successor in interest to EP2M
14 under the Agreement; and

15 WHEREAS, the parties desire to amend and include additional services
16 under the Agreement to provide technical support and integration services related to the
17 City Customer Care & Billing, Mobile Workforce Management, and Advanced Metering
18 Infrastructure systems;

19 NOW, THEREFORE, in consideration of the mutual terms and conditions
20 herein, the parties agree as follows:

21 1. In addition to the Statement of Work attached as Exhibit 5 to the
22 Agreement or otherwise as provided in the Agreement, Consultant shall provide the
23 services as described in the Scope of Work attached to this Amendment as Exhibit "A-2"
24 ("Additional Services").


25 2. City shall pay Consultant for the Additional Services in accordance
26 with the terms and conditions of the Agreement in an amount not to exceed Five Hundred
27 Eighty-Five Thousand Dollars (\$585,000) for a period of two (2) years, with the option to
28 renew for two additional one-year periods.

1 3. Except as expressly modified herein, all of the terms and conditions
2 contained in Agreement No. 32941 are ratified and confirmed and shall remain in full force
3 and effect.

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

6
7 ERNST & YOUNG LLP, a limited liability
8 partnership

9 _____, 2015

By 
Name Charles D. Hamilton
Title Authorized Signatory

11 _____, 2015

By _____
Name _____
Title _____

13 "Consultant"

14 CITY OF LONG BEACH, a municipal
15 corporation


16 Sept. 21, 2015

By 
City Manager
Assistant City Manager
"City"

EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER

18 This Third Amendment to Agreement No. 32941 is approved as to form on
19 9-10, 2015.
20 _____

21 CHARLES PARKIN, City Attorney

22 By 
23 Deputy
24
25
26
27
28

OFFICE OF THE CITY ATTORNEY
CHARLES PARKIN, City Attorney
333 West Ocean Boulevard, 11th Floor
Long Beach, CA 90802-4664

EXHIBIT “A-2”

Scope of Work
(Additional Services)

In Addition to the Managed Services as set forth in this Managed Services Agreement, the Termination Assistance Services may, include, without limitation:

1. converting data;
2. providing parallel services until transition to a new system;
3. providing on-site technical support
4. cooperating with CITY or its designated vendor in developing specifications for required interfaces or other customized code;
5. using commercially reasonable efforts to assist CITY in effecting a transition of the Managed Services, in accordance with industry best practices, to CITY or another vendor chose by city;
6. providing the number and types of resources necessary to complete the transition in accordance with the Termination Schedule;
7. such other services as shall be necessary or appropriate to facilitate, without interruption to the Services, the orderly transition of Managed Services to CITY or its new provider of services in accordance with industry best practices. CONTRACTOR acknowledges, and agrees that all CITY Data shall remain the sole and exclusive property of CITY; and
8. if CONTRACTOR is providing any Managed Services hereunder at the time of such transition utilizing any software license from a Third Party Vendor, CONTRACTOR may, at the request of CITY and expense of CITY, and subject to any Third Party Vendor license restrictions, transfer such license to CITY or sublicense such software to CITY.