FIRST AMENDMENT TO CONTRACT FOR CONSULTING SERVICES
BETWEEN THE CITY OF LONG BEACH AND

HITACHI SOLUTIONS AMERICA, LTD
100 SPECTRUM CENTER DRIVE, SUITE 350
IRVINE, CALIFORNIA 92618
TELEPHONE NO. (888) 599-4332

THIS FIRST AMENDMENT TO CONTRACT ("First Amendment") is made and entered into, in duplicate, as of the date executed by the Executive Director of the Long Beach Harbor Department ("Executive Director"), by and between the CITY OF LONG BEACH, a municipal corporation, acting by and through its Board of Harbor Commissioners ("City"), pursuant to authority granted by said Board at its meeting of _____________, 2019; and HITACHI SOLUTIONS AMERICA, LTD, a California corporation ("Consultant").

1. This First Amendment is made with reference to the following facts and objectives:

1.1 City and Ignify, Inc. entered into a contract dated February 17, 2016 to perform professional services for the support and maintenance of the Port of Long Beach’s Customer Relationship Management system (Harbor Department Document No. HD-8605), which was subsequently assigned to Consultant by Assignment Agreement dated March 3, 2017 (HD-8605) (collectively, the “contract”).

1.2 City and Consultant now wish to extend the term of the contract, establish new rates for the extended contract term, and increase the amount of the contract.

2. Paragraph 3 of the contract is hereby amended to read as follows:

"3. The term of this contract shall commence on January 25, 2016 and, subject to the provisions of paragraph 10, shall terminate on January 31, 2021."

3. Charges for the extended contract term of February 1, 2019 to
January 31, 2021 shall be based on Consultant’s Rate Sheet attached to this First Amendment as Exhibit D and incorporated by this reference.

4. Paragraph 7 of the contract is hereby amended to read as follows:

“7. The total amount which shall be payable by City to Consultant for Consultant’s services on all projects during the term of this contract shall not exceed $575,000.”

5. Except as expressly amended by this First Amendment, the contract remains unchanged and in effect.

HITACHI SOLUTIONS AMERICA, a California corporation

______________________, 2018  By: ______________________________
Name: ______________________________
Title: ______________________________

______________________, 2018  By: ______________________________
Name: ______________________________
Title: ______________________________

CONSULTANT

CITY OF LONG BEACH, a municipal corporation, acting by and through its Board of Harbor Commissioners

______________________, 2018  By: ______________________________
Mario Cordero
Executive Director
Long Beach Harbor Department

CITY

The foregoing document is hereby approved as to form.

CHARLES PARKIN, City Attorney

______________________, 2018  By: ______________________________
William R. Baerg, Deputy
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )
County of ________________________________ )
On ____________________ before me, ________________________________,

Date

personally appeared ________________________________,

Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature ________________________________

Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document
Title or Type of Document: ________________________________
Document Date: ________________________________ Number of Pages: ______________
Signer(s) Other Than Named Above: ________________________________

Capacity(ies) Claimed by Signer(s)
Signer’s Name: ________________________________
☐ Corporate Officer — Title(s): ________________________________
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: ________________________________
Signer Is Representing: ________________________________

Signer’s Name: ________________________________
☐ Corporate Officer — Title(s): ________________________________
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: ________________________________
Signer Is Representing: ________________________________
3 Fees and Expenses

3.1 Fees

The total authorization of budget for consultant time for this engagement is $200,000, covering from Jan 31, 2019 for 2 more years (through Jan 31, 2021). Hitachi will invoice the client as per the actual time consumed – as per the rates for the resources shown in the table below:

<table>
<thead>
<tr>
<th>Resource</th>
<th>Rate*</th>
</tr>
</thead>
<tbody>
<tr>
<td>North America Based Resources including</td>
<td></td>
</tr>
<tr>
<td>o Project Manager</td>
<td>$175/hour</td>
</tr>
<tr>
<td>o Functional Consultant</td>
<td></td>
</tr>
<tr>
<td>o Technical Consultant</td>
<td></td>
</tr>
<tr>
<td>North America based Solution Architect</td>
<td>$190/hour</td>
</tr>
<tr>
<td>Asia based Resources including Functional and Technical consultants</td>
<td>$65/ hour</td>
</tr>
</tbody>
</table>

* Note: Rates from April 2020 will increase by 5%

Microsoft, Third-Party, and Hitachi IP Costs

Note that Microsoft and Third-Party Products may have licensing and support-related costs not covered in this SOW. Any Hitachi IP subscriptions and licenses are covered under a separate agreement that includes the pricing and terms.

3.2 Travel Hours and Expenses

All travel expenses and are in addition to the professional service fees estimated above.

Client will approve all travel and estimated costs in advance of booking travel.

Travel expenses will be billed to Client at actual cost. The following describes the types of project related travel expenses that may be incurred:

<table>
<thead>
<tr>
<th>Expense Basis</th>
<th>Actual Cost</th>
<th>Fixed Cost</th>
<th>Comment</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mileage</td>
<td></td>
<td>IRS Rate</td>
<td>Standard IRS rate (US)</td>
</tr>
<tr>
<td>Auto Rental /Gas</td>
<td>✔</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Tolls</td>
<td>✔</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Hotel/Lodging including Internet access for project related activity</td>
<td>✔</td>
<td></td>
<td>Hitachi will attempt to negotiate a lower rate based upon an agreement with Client. Hitachi can also use Client pre-established rates.</td>
</tr>
</tbody>
</table>
| Meals and Incidents                          | Per Diem    |            | Daily Per Diem Rate based on GSA published rates within the US [http://www.gsa.gov/portal/category/21287](http://www.gsa.gov/portal/category/21287) and
### Assumptions

Acceptance of this SOW includes all listed assumptions.

<table>
<thead>
<tr>
<th>Assumption</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Holidays</td>
<td>Normal country and region-specific holidays. Client and Hitachi Project Managers will incorporate company holidays (both Client and Hitachi) into the development of the project plan. For any Go-Live falling on or around holiday(s), team members may be asked to work during those holidays. Additionally, Hitachi asks that due consideration be given for holidays that normally fall on a weekend, such as Mother’s Day, Father’s Day, and religious holidays. Hitachi assumes that any country- and cultural-specific holidays are communicated well in advance to allow for proper resource scheduling.</td>
</tr>
</tbody>
</table>
| System Access and Licensing | Client will provide necessary licenses to ensure Hitachi can complete the Services. This includes but is not limited to Microsoft Dynamics 365, Power BI, Visual Studio, Visual Studio Team Services and related components. Client will be responsible for appropriate licensing and/or Azure consumption costs of all environments needed for the project. 

Client will provide both onsite and remote access to the environments including host, network, and any supporting systems for the project team during the project. Services will be performed both remotely and on-site as needed. |
| Language                    | All systems will be configured for the English language, all Deliverables will be delivered to Client in English and Client will deliver to Hitachi all documents, studies, and materials in same. |
| Technical Architecture      | Client will determine and assess its overall needs and requirements for the communications and LAN/WAN infrastructure on a company-wide basis. Client personnel will take lead responsibility to define, plan, and implement any changes to the technology infrastructure during the course of this project. The set-up, sizing, configuration and testing of applicable hardware, database, network, communications, and security equipment and systems (VPN, etc.) are the sole responsibility of Client or a third party designated by Client. The processing capability and performance and stress testing of all applications and network are Client's sole responsibility. |
| Client & 3rd Party Systems  | Hitachi will not modify Client 3rd party systems; Hitachi will not need to create, update, or deactivate any Client systems in order to perform the Services. |
| Digital Partner of Record   | Client will specify Hitachi as the Microsoft Digital Partner of Record (DPOR) for the Services provided by this project. |
| Decision Making             | Access to the appropriate Client personnel and documentation will occur in a reasonable timeframe. Client will make project decisions in a timely manner (48 hours). Key decisions requiring executive input will be addressed by the Executive |