

OFFICE OF THE CITY ATTORNEY  
ROBERT E. SHANNON, City Attorney  
333 West Ocean Boulevard, 11th Floor  
Long Beach, CA 90802-4664

FIRST AMENDMENT TO AGREEMENT NO. 31218

**31218**

THIS FIRST AMENDMENT TO AGREEMENT NO. 31218 is made and entered, in duplicate, as of November 13, 2009 for reference purposes only, pursuant to a minute order adopted by the City Council of the City of Long Beach at its meeting on April 18, 2006, by and between T-MOBILE USA a Delaware corporation ("T-Mobile") located at 12920 SE 38<sup>th</sup> Street, Bellevue, WA 98006 and the CITY OF LONG BEACH, a municipal corporation ("Client").

WHEREAS, the parties executed Agreement No. 31218 on July 16, 2009, for one year, wherein, T-Mobile agreed to provide client with communication services and related services and features, including wireless devices, handsets, personal digital assistants, and/or radio or other equipment, including additional or replacement equipment, for use with the service; and

WHEREAS, the parties now desire to increase the contract price and extend the term for an additional year;

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

1. Section 1 of Agreement No. 31218 is deleted and amended in its entirety to state as follows:

"1. AMOUNT: The amount of this Agreement shall not exceed One Hundred Fifty Thousand Dollars (\$150,000.00) during the first extended term."

2. Section 2 of Agreement No. 31218 is deleted and amended in its entirety to state as follows:

"2. TERM: The term of this Agreement shall commence on December 1, 2009, and shall terminate on December 1, 2010. This Agreement may be terminated by Client for cause or convenience on two (2) weeks' prior notice without penalty or further obligation after Client has paid for services rendered through the date of termination. Client's City Manager shall have the option to extend this agreement for one (1)

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1 additional one (1) year term. Users may have terms that begin on the date Service for a  
2 certain rate plan or feature is activated for the End User ("Fixed Term"), which continues  
3 past the termination date of this Agreement; termination of this Agreement shall not affect  
4 such Fixed Terms. Should an employee of Client terminate employment with Client, such  
5 employee shall continue to receive Service under the Employee Account rate plan until  
6 the end of the employee's Fixed Term."

7 3. Except as expressly stated herein, all of the terms, covenants, and  
8 conditions of Agreement No. 31218 are ratified and confirmed and shall remain in full  
9 force and effect.

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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.

T-MOBILE USA a Delaware corporation

April 1st, 2010

By *David Lampkin*  
David Lampkin  
Type or Print Name

\_\_\_\_\_, 2010

By \_\_\_\_\_  
Type or Print Name

"T-Mobile"

CITY OF LONG BEACH, a municipal corporation  
Assistant City Manager

4.20.10, 2010

By *[Signature]*  
"Client"

EXECUTED PURSUANT TO SECTION 301 OF THE CITY CHARTER.  
EXECUTED PURSUANT TO SECTION 301 OF THE CITY CHARTER.

April 15, 2010. This First Amendment to Agreement No. 31218 is approved as to form on

ROBERT E. SHANNON, City Attorney

By *[Signature]*  
Deputy

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