

FIRST AMENDMENT TO
GOVERNMENT MASTER SERVICES AGREEMENT

30121

This First Amendment (#BSG0806-0383) is made to the Government Master Services Agreement #BSG0702-0090 between **SPRINT SOLUTIONS, INC.** as contracting agent on behalf of the applicable Sprint affiliates providing the Products and Services ("Sprint" or "Nextel") and **City of Long Beach** ("Customer"), signed by Customer on June 15, 2007 and Sprint on June 11, 2007 (the "Agreement").

The following modified and added terms and conditions are made a part of the Agreement effective on the first day of the first billing month after this First Amendment is signed by Sprint and Customer ("First Amendment Effective Date").

Sprint and Customer agree as follows:

1. **EXTENSION.** The parties agree to extend the Agreement for an additional 12-month period effective June 16, 2008 through June 15, 2009.
2. **MODIFICATION.** The Agreement is amended by modifying Attachment A, Section 4.3 B-(2) ("Wireline Component") by de-selecting Option 2 and instead selecting the following option:

Option 3 – Sprint PCS Data Link for Mobile Access via MPLS VPN.
3. **MODIFICATION.** The Agreement is amended by deleting Section 2 of Attachment B ("Charges") in its entirety and replacing it with the following:

2. CHARGES. Sprint will provide Services at the prices specified in Master Quotes #MD74DE8BC416 and Quote #D72MESB2140.1.1, dated June 7, 2007 (collectively, the "Quote"). A copy of the Quote is attached hereto as Attachment B-1 and incorporated into this Agreement by this reference. The terms and conditions of this Agreement, as amended, will take precedence over any contrary statements in the Quote.
4. **MODIFICATION.** The Agreement is amended by deleting Attachment E (SprintLink Frame Relay Service Product Annex) in its entirety.
5. **Sprint** and Customer hereby ratify and reaffirm the Agreement, as modified by this First Amendment. Sprint and Customer agree and acknowledge that all other terms and conditions in the Agreement, not amended above, will remain in effect. This First Amendment and any information concerning its terms and conditions are Sprint's proprietary information and are governed by the parties' nondisclosure agreement. Alterations to this First Amendment will not be valid unless accepted in writing by a Sprint officer or authorized designee. To become effective, this First Amendment must be signed by a Customer representative; delivered to Sprint on or before July 30, 2008; and signed by a Sprint officer or authorized designee.

CITY OF LONG BEACH, CALIFORNIA

By: *[Signature]* **Assistant City Manager**
Name: Patrick H. West
Title: City Manager
Date: 8.8.08
Address: 333 Ocean Blvd., 12th Floor
Long Beach, CA 90802

SPRINT SOLUTIONS, INC.

By: *[Signature]*
Name: Michaela Clairmonte
Title: Manager, Contract Negotiations & Management
Date: June 26, 2008
Address: 2001 Edmund Halley Drive
Reston, VA 20191

APPROVED AS TO FORM
June 27, 2008
ROBERT E. SHANNON, City Attorney
[Signature]
DEPUTY CITY ATTORNEY

EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER.

Sprint — Approved
as to Legal Form

KAC – 26 Jun 2008

