| 1 | FIRST AMENDMENT TO AGREEMENT NO. 30774 |
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| 2 | 30774 |
| 3 | THIS FIRST AMENDMENT TO AGREEMENT NO. 30774 is made and |
| 4 | entered, in duplicate, as of July 18, 2011 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 May |
| 6 | 13, 2008, by and between ACS STATE & LOCAL SOLUTIONS, INC., a New York |
| 7 | corporation, with a place of business at 12410 Milestone Center Drive, Germantown, MD |
| 8 | 20786 ("Consultant"), and the CITY OF LONG BEACH, a municipal corporation ("City"). |
| 9 | WHEREAS, the parties entered Agreement No. 30774 whereby Consultant |
| 10 | agreed to perform specialized collection services required in connection with recovery of |
| 11 | unpaid penalties for parking citations; and |
| 12 | WHEREAS, the parties desire to amend certain portions of the Agreement; |
| 13 | NOW, THEREFORE, in consideration of the mutual terms and conditions in |
| 14 | the Agreement and in this First Amendment, the parties agree as follows: |
| 15 | 1. Section 2 of Agreement No. 30774 is amended in its entirety to read |
| 16 | as follows: |
| 17 | "2. <u>TERM</u> . The term of this Agreement shall commence at midnight on |
| 18 | July 14, 2008, and shall terminate at 11:59 p.m. on July 13, 2012, with the option of |
| 19 | renewing for one (1) additional one (1) year period, unless sooner terminated as provided |
| 20 | in this Agreement, or unless the services or the Project is completed sooner." |
| 21 | 2. Section 9 of Agreement No. 30774 is amended in its entirety to read |
| 22 | as follows: |
| 23 | "9. <u>TERMINATION FOR CONVENIENCE</u> . |
| 24 | A. Either party shall have the right to terminate this Agreement |
| 25 | for any reason or no reason at any time by giving ninety (90) calendar days prior |
| 26 27 | notice to the other party. In the event of termination under this Section, City shall |
| | pay Consultant for services satisfactorily performed and costs incurred up to the |
| 28 | effective date of termination for which Consultant has not been previously paid. |
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OFFICE OF THE CITY ATTORNEY ROBERT E. SHANNON, City Attorney 333 West Ocean Boulevard, 11th Floor Long Beach, CA 90802-4664 The parties agree that upon Consultant's receipt of a notice of termination, Consultant will no longer be responsible for mailing out any notices of violations referenced in this Agreement. The parties further agree that for the ninety (90) day period following Consultant's receipt of a notice of termination, Consultant will only be responsible for continuing to collect payments for notices sent out by Consultant up to the date of Consultant's receipt of a notice of termination. During the ninety (90) day period following the receipt of the notice of termination, Consultant may at its discretion continue to mail notices as part of the program. The procedures for payment in Section 1.B. with regard to invoices shall apply. On the effective date of termination, Consultant shall deliver to City all Data developed or accumulated in the performance of this Agreement, whether in draft or final form, or in process. And, Consultant acknowledges and agrees that City's obligation to make final payment is conditioned on Consultant's delivery of the Data to City.

B. Consultant will be paid for the corresponding commission from all amounts paid, in accordance with Section 1.A. and Section 1.B. for the ninety (90) day period following the receipt of the notice of termination. Since Consultant will be transferring the rights of the trust account to the City after the ninety (90) day period, all payments received after the ninety (90) day period will be delivered to the City for proper handling and deposit."

3. Except as expressly amended in this First Amendment, all terms and
conditions in Agreement No. 30774 are ratified and confirmed and shall remain in full
force and effect.

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