

# 30462

## FIRST AMENDMENT TO AGREEMENT NO. 30462

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2 This First Amendment to Agreement No. 30462 ("Amendment") is made  
3 and entered, in duplicate, pursuant to a minute order adopted by the City Council of the  
4 City of Long Beach on December 18, 2007, by and between the CITY OF LONG BEACH,  
5 a municipal corporation ("City") and LOCHARD CORPORATION, a Delaware corporation  
6 ("Lochard").

7 WHEREAS, City and Lochard previously entered into a Services  
8 Agreement dated September 14, 2007 (the "Agreement"); and

9 WHEREAS, City and Lochard now desire to amend the Agreement to  
10 reflect City's exercise of its first option to extend the term of the Agreement and to update  
11 the fee schedule attached to the Agreement;

12 NOW, THEREFORE, City and Lochard mutually agree as follows:

13 1. This Amendment shall be effective as of the date on which this  
14 Amendment is executed by both parties (the "Effective Date").

15 2. Pursuant to the exercise of City's option to extend the term of the  
16 Agreement under Section 3.1 of the Agreement, the term of the Agreement shall expire  
17 on September 17, 2009. City has one (1) remaining one-year option under Section 3.1 of  
18 the Agreement.

19 3. Schedules C, D and E attached to the Agreement are hereby  
20 amended and restated in their entirety by revised Schedules C, D and E attached to this  
21 Amendment as Exhibit "A".

22 4. All terms, covenants, and conditions of the Agreement, except as  
23 amended herein, shall remain unchanged and in full force and effect.

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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

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IN WITNESS WHEREOF, the parties hereto have executed this First Amendment.

"City"

CITY OF LONG BEACH, a California municipal corporation

By: [Signature] Assistant City Manager

Name: Patrick H. West  
Title: City Manager EXECUTED PURSUANT TO SECTION 301 OF THE CITY CHARTER.

"Lochard"

LOCHARD CORPORATION, a Delaware corporation

By: [Signature]  
Name: ROBERT BRODEUR  
Title: VICE PRESIDENT

By: [Signature]  
Name: Bobbi L. Gallagher  
Title: Office manager

Approved as to form this 29 day of September, 2008.

ROBERT E. SHANNON, City Attorney

By: [Signature]  
Deputy

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

07-05857

Exhibit "A"



LOCHARD

SCHEDULE C: THE DESIGNATED SITES

Site	Address
Long Beach Airport	4100 Donald Douglas Drive, Long Beach CA
Long Beach Fixed Noise Monitoring Terminal Locations	Schedule B (18) Fixed EMUs

SCHEDULE D: THE FEES

THE MAINTENANCE FEES

Item	Due Date	Quarterly (USD)	Annual (USD)
Year 1 Annual Support Fee 18 <sup>th</sup> September, 2007 - 17th September, 2008	On the effective date and every Quarter thereafter	\$33,699	\$134,794
Year 2 Annual Support Fee 18 <sup>th</sup> September, 2008 - 17th September, 2009		\$35,586	\$142,342
Year 3 Annual Support Fee (optional)		\$33,699*	\$134,794*
Annual Cost for SRG Maintenance Support Services		\$5,400*	\$21,600*

THE WEBTRAK FEES

Item	Due Date	Quarterly (USD)	Annual (USD)
Year 1 Annual Support Fee	On the effective date and every Quarter thereafter	\$8,837.50	\$35,350
Year 2 Annual Support Fee		\$9,333	\$37,330
Year 3 Annual Support Fee (optional)		\$8,837.50*	\$35,350*

\*plus escalation calculated in accordance with clause 25.2

**SCHEDULE E: ADDITIONAL SERVICES**

Item	Amount (USD)
Software Engineer, Customer Support, Consulting, Training, Programming, and other labour.	155.00 per hour
Travel, accommodation, meals, disbursements and other expenses.	At Cost plus 15%
New Modules added to The System: Hardware Software	Annual Maintenance Fee: 12% of Hardware Price 12% of Module Licence Fee