

Robert E. Shannon
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333 West Ocean Boulevard
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1 FIRST AMENDMENT TO CONTRACT NO. 29372

2 **29372**

3 THIS FIRST AMENDMENT TO CONTRACT NO. 29372 is made and
4 entered, in duplicate, as of October 17, 2006 for reference purposes only, pursuant to a
5 minute order adopted by the City Council of the City of Long Beach at its meeting held on
6 October 3, 2006, by and between E. DEL SMITH & CO., INC., a Washington, D.C.
7 corporation, with its principal place of business at 1130 Connecticut Avenue, Suite 710,
8 Washington, D.C. 20036, ("Consultant"), and the CITY OF LONG BEACH, a municipal
9 corporation, ("City").

10 WHEREAS, the parties entered Contract No. 29372 whereby Consultant
11 agreed to provide services more specifically described in said Contract; and

12 WHEREAS, the parties desire to extend the term of the Contract and provide
13 for compensation during the extended term;

14 NOW, THEREFORE, in consideration of the terms and conditions contained
15 in the Contract and this Amendment, the parties agree as follows:

16 1. Section 2 of Contract No. 29372 is hereby amended in its entirety to read
17 as follows:

18 "2. The initial term of the Contract shall commence at midnight on
19 October 1, 2005, and shall terminate at 11:59 p.m. on September 30, 2006. The extended
20 term of the Contract shall commence at midnight on October 1, 2006, and shall terminate
21 at 11:59 p.m on December 31, 2006, unless sooner terminated as provided herein."

22 2. Section 3 of Contract No. 29372 is hereby amended in its entirety to read
23 as follows:

24 "3. City shall pay to Consultant the sum of Nine Thousand Eight Hundred
25 Sixty Dollars (\$9,860.00) per month, payable in arrears, commencing with the first payment
26 on November 1, 2005. During the initial term, total compensation shall not exceed One
27 Hundred Eighteen Thousand Three Hundred Ten Dollars (\$118,310.00). During the
28 extended term, City shall pay to Consultant an amount not to exceed Twenty Nine

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1 Thousand Five Hundred Eighty Dollars (\$29,580.00). The parties agree that said sum
2 represents the reasonable value of services to be rendered by Consultant and reasonable
3 costs to be incurred in rendering such services. In the event a court of competent
4 jurisdiction or any administrative agency shall determine that payment of such
5 compensation was otherwise contingent, then this Contract shall be deemed rescinded ab
6 initio."

7 3. Except as set forth in this First Amendment to Contract No. 29372, all
8 terms and conditions of the Contract are ratified and confirmed and shall remain in full
9 force and effect.

10 IN WITNESS WHEREOF, the parties have caused this document to be duly
11 executed with all formalities required by law as of the date first stated above.

12 E. DEL SMITH & CO., INC., a Washington, D.C.
13 corporation

14 November 7, 2006 By [Signature]
President

15 November 7, 2006 By E. Del Smith
(Type or Print Name)

16 November 7, 2006 By [Signature]
Secretary
17 E. Del Smith
(Type or Print Name)

18 "Consultant"

19 CITY OF LONG BEACH, a municipal corporation

20 11.14, 2006 By [Signature]
City Manager

21 "City"

22 This First Amendment to Contract No. 29372 is approved as to form on
23 11/13, 2006.

24 ROBERT E. SHANNON, City Attorney

25 By [Signature]
Deputy
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