

SECOND AMENDMENT TO CONTRACT NO. 29372

29372

THIS SECOND AMENDMENT TO CONTRACT NO. 29372 is made and entered, in duplicate, as of February 28, 2007 for reference purposes only, pursuant to a minute order adopted by the City Council of the City of Long Beach at its meeting held on January 9, 2007, by and between E. DEL SMITH & CO., INC., a Washington, D.C. corporation, with its principal place of business at 1130 Connecticut Avenue, Suite 710, Washington, D.C. 20036 ("Consultant"), and the CITY OF LONG BEACH, a municipal corporation ("City").

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

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

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

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

"2. The initial term of the Contract shall commence at midnight on October 1, 2005, and shall terminate at 11:59 p.m. on September 30, 2006. The first extended term of the Contract shall commence at midnight on October 1, 2006, and shall terminate at 11:59 p.m on December 31, 2006. The second extended term of the Contract shall commence on January 1, 2007, and shall terminate at 11:59 p.m. on September 30, 2007, unless sooner terminated as provided herein."

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

"3. City shall pay to Consultant the sum of Nine Thousand Eight Hundred Sixty Dollars (\$9,860.00) per month, payable in arrears, commencing with the first payment on November 1, 2005. During the initial term, total compensation shall not exceed One

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1 Hundred Eighteen Thousand Three Hundred Ten Dollars (\$118,310.00). During the first
2 extended term, City shall pay to Consultant an amount not to exceed Twenty Nine
3 Thousand Five Hundred Eighty Dollars (\$29,580.00). During the second extended term,
4 City shall pay to Consultant an amount not to exceed Eighty Eight Thousand Seven
5 Hundred Forty Dollars (\$88,740.00). The parties agree that said sum represents the
6 reasonable value of services to be rendered by Consultant and reasonable costs to be
7 incurred in rendering such services. In the event a court of competent jurisdiction or any
8 administrative agency shall determine that payment of such compensation was otherwise
9 contingent, then this Contract shall be deemed rescinded ab initio.”

10 3. Except as set forth in this Second Amendment to Contract No. 29372, all
11 terms and conditions of the Contract are ratified and confirmed and shall remain in full
12 force and effect.

13 IN WITNESS WHEREOF, the parties have caused this document to be duly

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1 executed with all formalities required by law as of the date first stated above.

2 E. DEL SMITH & CO., INC. a Washington, D.C.
3 corporation

4 3/9, 2007 By [Signature]
5 President

6 3/9, 2007 By E. Del Smith
7 (Type or Print Name)

8 [Signature]
9 Secretary
10 (Type or Print Name)

11 "Consultant"

12 CITY OF LONG BEACH, a municipal corporation

13 3/14, 2007 By [Signature]
14 City Manager

15 "City"

16 This Second Amendment to Contract No. 29372 is approved as to form on
17 3/12, 2007.

18 ROBERT E. SHANNON, City Attorney

19 By [Signature]
20 Deputy

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