FIRST AMENDMENT TO AGREEMENT NO. 36147 36147

3 THIS FIRST AMENDMENT TO AGREEMENT NO. 36147 is made and 4 entered, in duplicate, as of June 6, 2022 for reference purposes only, pursuant to a minute order adopted by the City Council of the City of Long Beach at its meeting on May 10, 5 Wisconsin 6 2022, by and between OSHKOSH AIRPORT PRODUCTS, LLC, a Galifornia corporation 7 ("Consultant"), with a place of business at 1515 County Road O, Neenah Wisconsin 54957, 8 and the CITY OF LONG BEACH, a municipal corporation ("City").

9 WHEREAS, City and Consultant (the "Parties") entered into Agreement No. 36147 (the "Agreement") to purchase an Oshkosh Striker 6x6 crash response vehicle, with 10 11 required accessories; and

WHEREAS, the Parties desire to add \$23,655 to the Agreement and purchase an Eco Electronic foam suppression system to add to the Oshkosh Striker 6x6 crash response vehicle;

15 NOW, THEREFORE, in consideration of the mutual terms, covenants, and 16 conditions herein contained, the Parties agree as follows:

Section 1.B. of the Agreement is hereby amended to read as follows.

18 "1.B. Contractor shall sell, furnish and deliver to the City an Oshkosh Striker 19 6x6 crash response vehicle, with required accessories of substantially the same type and 20 kind purchased under the Sourcewell, except as modified by Exhibit "B" attached hereto 21 and incorporated by this reference, in an amount not to exceed One Million Eighty-Six 22 Thousand Nine Hundred Fifty-Six Dollars (\$1,086,956), including taxes and fees. An 23 additional Twenty-Three Thousand Six Hundred Fifty-Five Dollars (\$23,655) is added to 24 the Agreement for the purchase of an Eco Electronic foam suppression system, for a total 25 amount not to exceed One Million One Hundred Ten Thousand Six Hundred Eleven Dollars 26 (\$1,110,611), including taxes and fees. To the extent that the Sourcewell Contract and this 27 Agreement are inconsistent, the following priority shall govern: (1) this Agreement and (2) 28 the Sourcewell Contract."

OFFICE OF THE CITY ATTORNEY CHARLES PARKIN, City Attorney 411 West Ocean Boulevard, 9th Floor Long Beach. CA 90802-4664 12 13 14

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2. 1 Section 1.C. of the Agreement is hereby amended to read as follows. 2 "1.C. Payment for the Oshkosh Striker 6x6 crash response vehicle and Eco 3 Electronic foam suppression system ("Vehicle and Equipment") purchased from Contractor by City shall be made by City on delivery to and acceptance of the Vehicle and Equipment 4 5 by City and submittal of an invoice to City. Payment is due thirty (30) days after the date 6 of the invoice." 7 3. Except as expressly modified herein, all of the terms and 8 conditions contained in Agreement No. 36147 are ratified and confirmed and shall remain 9 in full 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. OFFICE OF THE CITY ATTORNEY CHARLES PARKIN, City Attorney 411 West Ocean Boulevard, 9th Floor Long Beach. CA 90802-4664 12 OSHKOSH AIRPORT PRODUCTS, LLC, a Wisconsin limited liability company 13 June 30 14 2022 By Name John E. Bermingham 15 Title Business Unit Director 16 2022 By_ Name 17 Title 18 "Consultant" 19 CITY OF LONG BEACH, a municipal 20 corporation 21 8 2022 Bv 22 City Manager EXEC SECTION 301 OF 23 TO "Citv" THE CITY CHARTER. 24 This First Amendment to Agreement No. 36147 is approved as to form on 25 , 2022. CHARLES PARKIN, City Attorney 26 27 Deputy and the sheet of the star 28 2 AL:vr A21-04991 01404701.DOCX

OSHKOSH AIRPORT PRODUCTS, LLC ASSISTANT SECRETARY'S CERTIFICATE

I, Lori R. Mackey, do hereby certify that I am the duly elected and acting Assistant Secretary of Oshkosh Airport Products, LLC, a Wisconsin limited liability company (the "Company"), and that the following is a true and correct copy of a resolution adopted by the Member of the Company, which resolution remains in full force and effect as of the date hereof:

BE IT RESOLVED, that the following officers and employees are authorized to sign bid bonds, bid proposals, performance bonds and contracts related to such bid proposals on behalf of the Company, provided, however, that bid bonds, bid proposals, performance bonds, Powers of Attorney and contracts related to such bid proposals involving sums in excess of \$20 million shall be countersigned by any of Messrs. Pfeifer, Pack or Cortina:

John C. Pfeifer	Chief Executive Officer
James W. Johnson	President
Ignacio A. Cortina	Executive Vice President and Secretary
Michael E. Pack	Executive Vice President and Chief Financial Officer
James C. Freeders	Senior Vice President, Finance and Controller
John S. Verich	Senior Vice President and Treasurer
Emma M. McTague	Senior Vice President and Chief Human Resources
	Officer
Derek R. Kritzer	Segment General Counsel
Corey R. Braun	Vice President, International Shared Services
Marjorie J. Griffing	Vice President, Tax
Salim E. Hawi	Vice President, International Sales
Jeffrey A. Trelka	Vice President, Finance, Fire & Emergency
George M. Alvarez	Director, Finance
John E. Bermingham	Business Unit Director
Jana C. Heft	Assistant Secretary
Lori R. Mackey	Assistant Secretary

FURTHER RESOLVED, that, subject to the \$20 million limit hereinabove contained, the officers listed above may designate for any bid proposal an authorized signer different from the officers listed below solely for the purpose of signing bid bonds, performance bonds, Powers of Attorney or contracts related to the bid proposal wherein such person is so designated.

Lori R. Machery

Lori R. Mackey Assistant Secretary

Dated: May 9, 2022