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2008-1325

**FIRST AMENDMENT TO CONTRACT NO. 53094
FOR NORTHROP GRUMMAN INFORMATION TECHNOLOGY, INC.
(FORMERLY PRC PUBLIC SECTOR, INC.)**

STATE OF TEXAS :
 :
COUNTY OF HARRIS :

THIS FIRST AMENDMENT TO THE AGREEMENT FOR NORTHROP GRUMMAN INFORMATION TECHNOLOGY, INC. ("First Amendment"), is made as of the date of countersignature by the City Controller of the City of Houston, Texas, and is by and between the **CITY OF HOUSTON, TEXAS**, ("City"), a municipal corporation and home-rule city of the State of Texas principally situated in Harris County, and Northrop Grumman Information Technology, Inc. ("Contractor"):

WITNESSETH:

WHEREAS, pursuant to Ordinance No. 2001-0818, the City and Contractor entered into Contract No. 53094 ("Original Contract") for professional services; and

WHEREAS, pursuant to Motion No. 2003-0897, the City and Contractor added additional funding; and

WHEREAS, pursuant to Motion No. 2003-1167, the City and Contractor added additional funding; and

WHEREAS, pursuant to Ordinance No. 2006-0087, the maximum contract amount was increased, and

WHEREAS, the City desires to increase the maximum contract amount and provide pricing for subsequent contract years; and

NOW THEREFORE, for and in consideration of the promises and mutual covenants herein contained, the City and Contractor agree as follows:

ARTICLE I

Article IV. A. of original Contract "Payment Terms" is amended to add a section 4 to read as follows:

Section 4. The City shall pay and contractor shall accept fees for maintenance and support services for the years 2009 through 2011 at the rates set out in "Exhibit 29-A" attached to the First Amendment and made a part of Contract No. C53094 for all purposes.

ARTICLE II

Except as modified herein, the Original Contract will remain in full force and effect. In the event of a conflict between the Original Contract or this First Amendment, this First Amendment shall prevail.

IN WITNESS HEREOF, the parties have executed this First Amendment in duplicate copies, each of which shall be an original, as of the date of the countersignature by the City Controller of the City of Houston.

CONTRACTOR

CITY

NORTHROP GRUMMAN INFORMATION
TECHNOLOGY, INC.

By: John P. Kouri
Typed Name: JOHN C. KOURI
Title: CONTRACTS MANAGER

THE CITY OF HOUSTON, TEXAS

By: Bill White
Mayor Arayda Altamirano

ATTEST:
By: Erna Russell
City Secretary

(SEAL)

APPROVED:
John D. Wells
City Purchasing Agent
Administration & Regulatory Affairs

COUNTERSIGNED:
Annise D. Parker
City Controller Melvin P. Appel

DATE COUNTERSIGNED:
1-9-09

APPROVED AS TO FORM:
W. Beaman
Senior Assistant City Attorney

	2009	2010	2011	
Basic Annual Maintenance	\$120,269.00	\$126,807.00	\$133,148.00	
On-Site DBA and Systems Admin.	\$586,187.00	\$615,496.00	\$646,271.00	
HFD RMS Annual Support	\$58,500.00			
CAD Compliance Changes and Enhancements	\$223,000.00	\$220,322.00	\$220,000.00	
Total	\$987,956.00	\$962,625.00	\$999,419.00	\$2,950,000.00

