

1 THIRD AMENDMENT TO AGREEMENT NO. 33400

2 **33400**

3 THIS THIRD AMENDMENT TO AGREEMENT NO. 33400 is made and
4 entered, in duplicate, as of December 7, 2016, for reference purposes only, pursuant to
5 a minute order adopted by the City Council of the City of Long Beach at its meeting on
6 November 3, 2015, by and between BAKER CREW CONSULTING, INC., a Wyoming
7 corporation, located at 109 E. 17th Street, Suite 4431, Cheyenne Wyoming 82001-4543
8 ("Consultant"), and the CITY OF LONG BEACH, a municipal corporation ("City").

9 WHEREAS, the City requires specialized services requiring unique skills
10 to be performed on an as-needed basis in connection with professional and technical
11 services for information technology projects and systems; and

12 WHEREAS, City and Consultant entered into Agreement No. 33400 (the
13 "Agreement") whereby Consultant agreed to provide these services; and

14 WHEREAS, City and Consultant entered into a First Amendment to the
15 Agreement to increase the not to exceed amount to \$600,000 and

16 WHEREAS, City and Consultant entered into a Second Amendment to the
17 Agreement to increase the not to exceed amount to \$900,000 and extend the term to
18 January 22, 2017; and

19 WHEREAS, City and Consultant again desire to increase the total not to
20 exceed amount and extend the term;

21 NOW, THEREFORE, in consideration of the mutual terms, covenants, and
22 conditions in this Amendment, the parties agree as follows:

23 1. Section 1.A of the Agreement is hereby amended to read as
24 follows:

25 "A. Consultant shall furnish specialized services more particularly
26 described in Exhibit "A", attached to the Agreement and incorporated by this
27 reference, in accordance with the standards of the profession, and City shall pay
28 for these services in the manner described below, a total not to exceed contract

1 amount of One Million Dollars (\$1,000,000), at the rates or charges shown in
2 Exhibit "A".

3 2. Section 2 of the Agreement is hereby amended to read as follows:

4 "2. TERM. The term of this Agreement shall commence on January
5 22, 2014, and shall terminate on January 22, 2018, unless sooner terminated as
6 provided in this Agreement, or unless the services or the Project is completed sooner.
7 The term of the Agreement may be extended for one (1) additional one-year period."

8 3. Except as expressly modified herein, all of the terms and conditions
9 contained in Agreement No. 33400 are ratified and confirmed and shall remain in full
10 force and effect.

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

3 BAKER CREW CONSULTING, INC., a
4 Wyoming corporation

5 December 22, 2016

By [Signature]
6 Name Sandra Decker
7 Title President

8 12/22, 2016

By [Signature]
9 Name BYRON E. BAKER
10 Title VICE PRESIDENT

11 "Consultant"

12 CITY OF LONG BEACH, a municipal
13 corporation

14 Jan. 17, 2017

By [Signature]
15 City Manager
16 Assistant City Manager
17 "City"

EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER.

18 This Third Amendment Agreement No. 33400 is approved as to form on

19 Jan. 3, 2016
20 2017

21 CHARLES PARKIN, City Attorney

22 By [Signature]
23 Deputy

OFFICE OF THE CITY ATTORNEY
CHARLES PARKIN, City Attorney
333 West Ocean Boulevard, 11th Floor
Long Beach, CA 90802-4664

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