

OFFICE OF THE CITY ATTORNEY  
DAWN MCINTOSH, City Attorney  
411 West Ocean Boulevard, 9th Floor  
Long Beach, CA 90802-4664

1 FIFTH AMENDMENT TO AGREEMENT NO. 34740

2 **34740**

3 THIS FIFTH AMENDMENT TO AGREEMENT NO. 34740 is made and  
4 entered, in duplicate, as of August 16, 2023, for reference purposes only, pursuant to a  
5 minute order adopted by the City Council of the City of Long Beach at its meeting on July  
6 5, 2022, by and between UTILITY SOLUTIONS PARTNERS, LLC, a District of Columbia  
7 limited liability company, with a place of business at 80 M Street SE, Suite 02-262,  
8 Washington, DC 20003 ("Contractor"), and the CITY OF LONG BEACH, a municipal  
9 corporation ("City").

10 WHEREAS, City and Contractor (the "Parties") entered into Contract No.  
11 34740 (the "Agreement") whereby Contractor agreed to provide maintenance and  
12 integration support related to the City's utility systems; and

13 WHEREAS, the Parties entered into a First Amendment to the Agreement to  
14 add a one time-contract authority of \$300,000 for integration services for the Long Beach  
15 Water Department; and

16 WHEREAS, the Parties entered into a Second Amendment to the Agreement  
17 to extend the term to September 30, 2021 and increase the annual amount by \$425,200,  
18 with a ten percent contingency in the amount of \$271,130, for a revised not to exceed  
19 annual amount of \$2,982,430; and

20 WHEREAS, the Parties entered into a Third Amendment to the Agreement  
21 to extend the term to September 30, 2022 and add \$2,982,430; and

22 WHEREAS, the Parties entered into a Fourth Amendment to extend the term  
23 to September 30, 2023 and increase the contract for an annual amount not to exceed  
24 \$2,550,295; and

25 WHEREAS, the Parties desire to extend the term one (1) additional one-year  
26 period and add the authorized 5% annual increase in the amount of \$127,514.75, for a  
27 revised not to exceed annual amount of \$2,677,809, and

28 NOW, THEREFORE, in consideration of the mutual terms, covenants, and

1 conditions herein contained, the Parties agree as follows:

2 1. Section 1.A of Agreement No. 34740 is amended to read as follows:

3 "A. Contractor shall furnish specialized services more particularly  
4 described in Exhibit "A", attached to this Agreement and incorporated by this  
5 reference, in accordance with the standards of the profession, and City shall pay for  
6 these services in the manner described below, not to exceed Four Million Forty-Four  
7 Thousand Five Hundred Ninety-Five Dollars (\$4,044,595) for the term October 1,  
8 2017 to September 30, 2018; a one-time fee of Three Hundred Thousand Dollars  
9 (\$300,000) to assist with the Long Beach Water Department's Advanced Metering  
10 Infrastructure system; an annual amount not to exceed Two Million Two Hundred  
11 Eighty-Six Thousand One Hundred Dollars (\$2,286,100) from October 1, 2018 to  
12 September 30, 2020; an annual amount not to exceed Two Million Nine Hundred  
13 Eighty-Two Thousand Four Hundred Thirty Dollars (\$2,982,430) from October 1,  
14 2020 to September 2022; and an annual amount of Two Million Four Hundred  
15 Twenty-Eight Thousand Eight Hundred Fifty-Two Dollars (\$2,428,852), with a five  
16 percent (5%) contingency in the amount of One Hundred Twenty-One Thousand  
17 Four Hundred Forty-Three Dollars (\$121,443), for a revised not to exceed annual  
18 amount of Two Million Five Hundred Fifty Thousand Two Hundred Ninety-Five  
19 Dollars (\$2,550,295) from October 1, 2022 to September 30, 2023; and an annual  
20 amount of Two Million Five Hundred Fifty Thousand Two Hundred Ninety-Five  
21 Dollars (\$2,550,295), with a five percent (5%) increase in the amount of One  
22 Hundred Twenty-Seven Thousand Five Hundred Fourteen Dollars (\$127,514), for a  
23 revised not to exceed annual amount of Two Million Six Hundred Seventy-Seven  
24 Thousand Eight Hundred Nine Dollars (\$2,677,809) from October 1, 2023 to  
25 September 30, 2024, at the rates or charges shown in Exhibit "B"."

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

27 "2. TERM. The term of this Agreement shall commence at midnight on  
28 October 1, 2017, and shall terminate at 11:59 p.m. on September 30, 2024, unless sooner

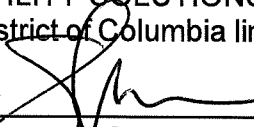
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Lona Beach, CA 90802-4664

1 terminated as provided in this Agreement, or unless the services or the Project is  
2 completed sooner. The term may be extended for one (1) additional one-year periods, at  
3 the discretion of the City Manager.”


4 3. Except as expressly amended herein, all terms and conditions in  
5 Agreement No. 34740 are ratified and confirmed and shall remain in full force and effect.

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

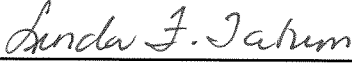
8  
9  
10 September 22, 2023

UTILITY SOLUTIONS PARTNERS, LLC, a  
District of Columbia limited liability company  
By   
Name STEVEN P. CASAZZA  
Title PRESIDENT

11  
12 September 20, 2023

By   
Name Nancy L. Evanowsky  
Title VP Business Operations/HR

13  
14  
15 EXECUTED PURSUANT  
16 TO SECTION 301 OF  
17 THE CITY CHARTER.

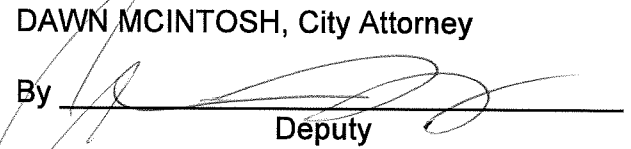
“Contractor”  
CITY OF LONG BEACH, a municipal  
corporation  
By   
City Manager

18 October 3, 2023

“City”

19  
20 This Fifth Amendment to Agreement No. 34740 is approved as to form on

21 September 20, 2023.

22  
23 DAWN MCINTOSH, City Attorney  
24 By   
25 Deputy  
26  
27  
28

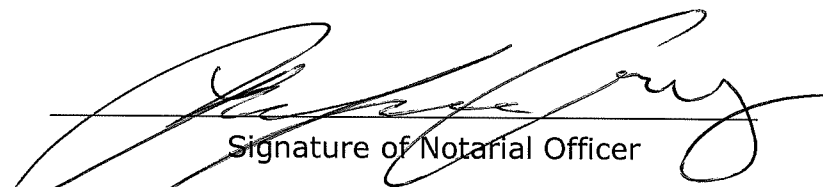
**District of Columbia  
Notarial Certificate for Acknowledgment**

District of Columbia

The foregoing instrument was acknowledged before me on 9/22/2023  
Date


by: STEVEN P. CASAZZA as President of Utility Solutions Partners, LLC.  
Name(s) of Individual(s)

(Seal)

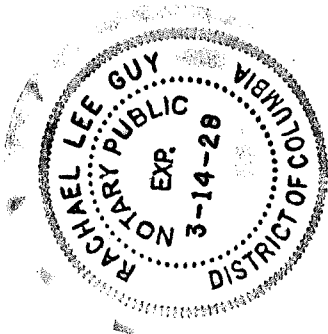
  
Signature of Notarial Officer  
Rachael Lee Guy Notary Public  
Notary's Printed or Typed Name

My Commission Expires: 3-14-2028

RACHAEL LEE GUY  
NOTARY PUBLIC DISTRICT OF COLUMBIA  
My Commission Expires March 14, 2028

This Certificate is attached to a Contract, Titled: Fifth Amendment to Agreement  
No. 34740, signed by  STEVEN P. CASAZZA  
Name(s) of Principal(s)

On 9/22/2023, and includes 3 pages.  
Date # of pages



**New York State Notary Acknowledgment**

State of New York  
County of Monroe

On the 20<sup>th</sup> day of September in the year 2023, before me, the undersigned notary public, personally appeared Nancy L. Evanowsky,  
Name(s) of Principal(s)

personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity, and that by his/her/their signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Candlyn Doreen Shepard  
Notary Public

**CANDLYN DOREEN SHEPARD**  
Notary Public - State of New York  
No. 01SH6418711  
Qualified in Wyoming County  
My Commission Expires 06/21/2025

My Commission Expires: 06/21/2025

This Certificate is attached to a Contract, Titled: Fifth Amendment to Agreement No. 34740, signed by Nancy L. Evanowsky  
Name(s) of Principal(s)

On September 20, 2023, and includes 3 pages.  
Date # of pages

## ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of LAS ANGELES

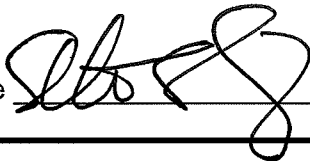
On OCTOBER 3RD, 2023 before me, SAMANTHA SCHWARTZ, NOTARY PUBLIC  
(insert name and title of the officer)

personally appeared LINDA F. TATUM  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are  
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in  
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the  
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(Seal)

