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

## FIFTH AMENDMENT TO AGREEMENT NO. 34132

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THIS FIFTH AMENDMENT TO AGREEMENT NO. 34132 is made and entered, in duplicate, as of November 4, 2017, for reference purposes only, pursuant to a minute order adopted by the City Council of the City of Long Beach at its meeting on October 20, 2015, by and between JOVENVILLE, LLC DBA WE THE CREATIVE, a California limited liability company ("Consultant"), with a place of business at 2810 Villa Way, Newport Beach, California 92663, and the CITY OF LONG BEACH, a municipal corporation ("City").

WHEREAS, City requires specialized services requiring unique skills to be performed in connection with as-needed graphic design and creative services; and

WHEREAS, City and Consultant (the "Parties") entered into Agreement No. 34132 (the "Agreement') whereby Consultant agreed to provide these services; and

WHEREAS, the Parties entered into a First Amendment to the Agreement to increase the Agreement amount by \$28,500 for a total not to exceed amount of \$38,500; and

WHEREAS, the Parties entered into a Second Amendment to the Agreement to increase the Agreement amount by \$57,400 for a total not to exceed amount of \$95,900; and

WHEREAS, the Parties entered into a Third Amendment to the Agreement to increase the Agreement amount by \$35,000 for a total not to exceed amount of \$130,900; and

WHEREAS, the Parties entered into a Fourth Amendment to the Agreement to increase the Agreement amount by \$47,576 for a total not to exceed amount of \$178,476; and

WHEREAS, the Parties desire to increase the Agreement amount by \$215,000 for a total not to exceed amount of \$393,476 and extend the term an additional one (1) year period;

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

- 1. Section 1.A. of the Agreement is hereby amended to read as follows:
- "A. Consultant shall furnish specialized services more particularly described in Exhibit "A", attached to this Agreement and incorporated by this reference, in accordance with the standards of the profession, and City shall pay for these services in the manner described below, not to exceed Three Hundred Ninety-Three Thousand Four Hundred Seventy-Six Dollars (\$393,476), at the rates or charges shown in Exhibit "B"."
  - 2. Section 2 of the Agreement is hereby amended to read as follows:
- "2. <u>TERM</u>. The term of this Agreement shall commence at midnight on December 1, 2015, and shall terminate at 11:59 p.m. on November 30, 2018, unless sooner terminated as provided in this Agreement, or unless the services or the Project is completed sooner. The Parties have the option to extend the term one (1) additional one-year period."
- Except as expressly modified herein, all of the terms and conditions contained in Agreement No. 34132 are ratified and confirmed and shall remain in full force and effect.

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1 IN WITNESS WHEREOF, the Parties have caused this document to be duly 2 executed with all formalities required by law as of the date first stated above. 3 JOVENVILLE, LLC **DBA** WE THE CREATIVE, a California limited liability 4 company 5 2017 By 6 Name Title 7 "Consultant" 8 9 CITY OF LONG BEACH, a municipal corporation 10 EXECUTED PURSUANT 2017 SECTION 301 OF 11 City Manager THE CITY CHARTER. CHARLES PARKIN, City Attorney 333 West Ocean Boulevard, 11th Floor Long Beach. CA 90802-4664 OFFICE OF THE CITY ATTORNEY 12 13 This Fifth Amendment to Agreement No. 34132 is approved as to form on 14 18, 2017. 15 16 CHARLES PARKIN, City, Attorney 17 Deputy 18 19 20 21 22 23 24 25 26 27

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