

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

1 THIRD AMENDMENT TO AGREEMENT NO. 35221

2 **35221**

3 THIS THIRD AMENDMENT TO AGREEMENT NO. 35221 is made and
4 entered, in duplicate, as of March 4, 2022, for reference purposes only, pursuant to minute
5 orders adopted by the City Council of the City of Long Beach at its meetings on March 5,
6 2019 and November 17, 2020, by and between AECOM TECHNICAL SERVICES, INC., a
7 California corporation ("Consultant"), with a place of business at 401 West A Street, Suite
8 1200, San Diego, California 92101, and the CITY OF LONG BEACH, a municipal
9 corporation ("City").

10 WHEREAS, City and Consultant (the "Parties") entered into Agreement No.
11 35221 (the "Agreement") whereby Consultant agreed to provide on-call environmental,
12 planning, affordable housing, and community engagement consultant services; and

13 WHEREAS, the Parties entered into a First Amendment to the Agreement to
14 extend the term to March 5, 2022 and update Consultant's key employee; and

15 WHEREAS, the Parties entered into a Second Amendment to the Agreement
16 to add \$50,000 for a total not to exceed amount of \$100,000; and

17 WHEREAS, the Parties desire to add \$350,000 to the Agreement for a total
18 not to exceed amount of \$450,000 and extend the term one (1) additional one-year period;

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

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

22 "A. Consultant shall furnish specialized services more particularly
23 described in Exhibit "A", attached to this Agreement and incorporated by this
24 reference, in accordance with the standards of the profession, and City shall pay for
25 these services in the manner described below, not to exceed Four Hundred Fifty
26 Thousand Dollars (\$450,000), at the rates or charges shown in Exhibit "B"."

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

28 "2. TERM. The term of this Agreement shall commence at midnight on

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1 March 6, 2019, and shall terminate at 11:59 p.m. on March 5, 2023, unless sooner
2 terminated as provided in this Agreement, or unless the services or the Project is
3 completed sooner. The term may be extended for one (1) additional one-year period, at
4 the discretion of the City Manager."

5 3. Except as expressly modified herein, all of the terms and conditions
6 contained in Agreement No. 35221 are ratified and confirmed and shall remain in full force
7 and effect.

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

10 AECOM TECHNICAL SERVICES, INC., a
11 California corporation
12 _____, 2022 By Charlene Dekker
13 Name CHARLENE DEKKER
14 Title VICE PRESIDENT

15 _____, 2022 By Donna Grandewing
16 Name Donna Grandewing
17 Title Vice President
"Consultant"

18 CITY OF LONG BEACH, a municipal
19 corporation
20 April 1, 2022 By Sandra Faber
City Manager

21 "City" EXECUTED PURSUANT
22 TO SECTION 301 OF
23 THE CITY CHARTER

24 This Third Amendment to Agreement No. 35221 is approved as to form on
25 March 29, 2022.

26 CHARLES PARKIN, City Attorney
27 By [Signature]
28 Deputy