

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

1 FIFTH AMENDMENT TO AGREEMENT NO. 33842

2 **33842**

3 THIS FIFTH AMENDMENT TO AGREEMENT NO. 33842 is made and  
4 entered, in duplicate, as of January 31, 2019, for reference purposes only, pursuant to a  
5 minute order adopted by the City Council of the City of Long Beach at its meetings on  
6 April 7, 2015 and February 23, 2016, by and between ALTA PLANNING + DESIGN,  
7 INC., a California corporation ("Consultant"), with a place of business at 617 W. 7th  
8 Street, Suite 505, Los Angeles, California 90017, and the CITY OF LONG BEACH, a  
9 municipal corporation ("City").

10 WHEREAS, City requires specialized services requiring unique skills to be  
11 performed in connection with as-needed traffic engineering, transportation planning and  
12 related technical and professional services; and

13 WHEREAS, City and Consultant (the "Parties") entered Agreement No.  
14 33842 (the "Agreement") whereby Consultant agreed to provide these services; and

15 WHEREAS, the Parties entered into a First Amendment to the Agreement  
16 to decrease the amount by \$200,000 for a total not to exceed amount of \$300,000; and

17 WHEREAS, the Parties entered into a Second Amendment to the  
18 Agreement to increase the amount by \$200,000 for a total not to exceed amount of  
19 \$500,000; and

20 WHEREAS, the Parties entered into a Third Amendment to the Agreement  
21 to increase the amount by \$200,000 for a total not to exceed amount of \$700,000; and

22 WHEREAS, the Parties entered into a Fourth Amendment to the Agreement  
23 to increase the amount by \$400,000 for a total not to exceed amount of \$1,100,000 and  
24 extend the term to May 31, 2019; and

25 WHEREAS, the Parties desire to increase the amount by \$200,000 for a  
26 total not to exceed amount of \$1,300,000 and extend the term one (1) additional one-year  
27 period;

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 the Agreement is hereby amended to read as follows:

3 "A. Consultant shall furnish specialized services more particularly  
4 described in Exhibit "A", attached to this Agreement and incorporated by this reference, in  
5 accordance with the standards of the profession, and City shall pay for these services in  
6 the manner described below, not to exceed One Million Three Hundred Thousand Dollars  
7 (\$1,300,000), at the rates or charges shown in Exhibit "B"."

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

9 "2. TERM. The term of this Agreement shall commence at midnight on  
10 June 1, 2015, and shall terminate at 11:59 p.m. on May 31, 2020, unless sooner  
11 terminated as provided in this Agreement, or unless the services or the Project is  
12 completed sooner."

13 3. Except as expressly modified herein, all of the terms and conditions  
14 contained in Agreement No. 33842 are ratified and confirmed and shall remain in full  
15 force and effect.

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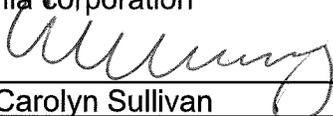
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IN WITNESS WHEREOF, the Parties have caused this document to be  
duly executed with all formalities required by law as of the date first stated above.

ALTA PLANNING + DESIGN, INC., a  
California Corporation

\_\_\_\_\_, 2019

By   
Name Carolyn Sullivan  
Title Vice President, as duly authorized

\_\_\_\_\_, 2019

By \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_

**Tom Modica**  
**Assistant City Manager**

"Consultant"

**EXECUTED PURSUANT  
TO SECTION 301 OF  
THE CITY CHARTER**

CITY OF LONG BEACH, a municipal  
corporation

May 23, 2019

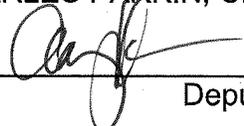
By   
City Manager

"City"

This Fifth Amendment to Agreement No. 33842 is approved as to form on

5-13, 2019.

CHARLES PARKIN, City Attorney

By   
Deputy

I, **Natalie Lozano**, am the duly elected Corporate Secretary of Alta Planning + Design, Inc., and acting in my representative capacity hereby certify the Joint Shareholder and Board Resolution as set forth below, was adopted by unanimous written consent of the Shareholders and Directors acting jointly on December 31st, 2017 and has not been revoked or amended and remains in full force and effect as of the date following my signature below.

**Dated**

**By:**

*Natalie Lozano*  
Natalie Lozano, Corporate Secretary

**RESOLUTION SIX**

**Election Of Carolyn Sullivan As Vice-President, And Authorities  
And Chief Financial and Administrative Officer And Member Of The Board**

**NOW, THEREFORE, BE IT HEREBY RESOLVED**, that Carolyn Sullivan is hereby elected and appointed to serve as a **Vice-President and Chief Financial and Administrative Officer** of the Company to serve until resignation or a successor is duly elected or appointed and is empowered with only such authority as to bind the Company for transactions for professional services provided by the Company to clients of the Company and **FURTHER**, elected and appointed as a member of the Board of Directors and to so serve until her successors have been elected and qualified, or until her earlier resignation, removal, or death.

**ACCEPTANCE OF APPOINTMENT AS**

**Vice-President, And Authorities  
And Chief Financial and Administrative Officer And Member Of The Board**

I, **Carolyn Sullivan**, hereby accept my appointment as **Vice-President, And Authorities And Chief Financial and Administrative Officer And Member Of The Board For Alta Planning + Design, Inc.** to serve until my successor has been duly elected or appointed, and I am empowered with only such authority as to bind the Company for transactions for professional services provided by the Company to clients of the Company and **FURTHER**, elected and appointed as a member of the Board of Directors and to so serve until my successor has been elected and qualified or appointed, or until my earlier resignation, removal, or death.

**Dated**

*2/9/18*

**By:**

*Carolyn Sullivan*  
Carolyn Sullivan

