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

## FOURTEENTH AMENDMENT TO AGREEMENT NO. 33392

THIS FOURTEENTH AMENDMENT TO AGREEMENT NO. 33392 is made and entered, in duplicate, as of January 16, 2020, 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 15, 2019, by and between THE RYTE PROFESSIONALS, a corporation ("Consultant"), with a place of business at 4141 Ball Road, #517, Cypress, California 90630, and the CITY OF LONG BEACH, a municipal corporation ("City").

WHEREAS, City and Consultant (the "Parties") entered into Agreement No. 33392 (the "Agreement") whereby Consultant agreed to provide professional and technical services for information technology projects and systems on an as-needed basis; and

WHEREAS, the Parties entered into a First Amendment to the Agreement to increase the not to exceed amount to \$100,000; and

WHEREAS, the Parties entered into a Second Amendment to the Agreement to increase the not to exceed amount to \$200,000; and

WHEREAS, the Parties entered into a Third Amendment to the Agreement to increase the not to exceed amount to \$400,000 and extend the term to January 22, 2017; and

WHEREAS, the Parties entered into a Fourth Amendment to the Agreement to increase the not to exceed amount to \$600,000; and

WHEREAS, the Parties entered into a Fifth Amendment to the Agreement to increase the not to exceed amount to \$900,000; and

WHEREAS, the Parties entered into a Sixth Amendment to the Agreement to increase the total not to exceed amount to \$1,500,000 and extend the term to January 22, 2018; and

WHEREAS, the Parties entered into a Seventh Amendment to the Agreement to increase the total not to exceed amount to \$2,000,000; and

WHEREAS, the Parties entered into an Eighth Amendment to the Agreement

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to increase the total not to exceed amount to \$3,000,000 and extend the term to January 22, 2019; and

WHEREAS, the Parties entered into a Ninth Amendment to the Agreement to increase the total not to exceed amount to \$3,350,000 and extend the term to May 22, 2019: and

WHEREAS, the Parties entered into a Tenth Amendment to the Agreement to increase the total not to exceed amount to \$4,500,000; and

WHEREAS, the Parties entered into an Eleventh Amendment to the Agreement to increase the total not to exceed amount to \$5,000,000 and extend the term to October 22, 2019; and

WHEREAS, the Parties entered into a Twelfth Amendment to the Agreement to increase the total not to exceed amount to \$5,595,000; and

WHEREAS, the Parties entered into a Thirteenth Amendment to the Agreement to increase the total not to exceed amount to \$6,000,000 and extend the term to March 22, 2020; and

WHEREAS, the Parties desire to add \$1,000,000 to the Agreement for a total not to exceed amount of \$7,000,000;

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 the 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, a total not to exceed contract amount of Seven Million Dollars (\$7,000,000), at the rates or charges shown in Exhibit "A"."
- 2. Except as expressly modified herein, all of the terms and conditions contained in Agreement No. 33392 are ratified and confirmed and shall remain in full force