

# 33504

## NINTH AMENDMENT TO AGREEMENT NO. 33504

1  
2  
3        THIS NINTH AMENDMENT TO AGREEMENT NO. 33504 is made and  
4 entered, as of July 24, 2023, for reference purposes only, pursuant to a minute order  
5 adopted by the City Council of the City of Long Beach at its meeting on June 6, 2023, by  
6 and between RJM DESIGN GROUP, INC., a California corporation with a place of business  
7 at 31591 Camino Capistrano, San Juan Capistrano, California 92675 ("Consultant"), and  
8 the CITY OF LONG BEACH, a municipal corporation ("City").

9        WHEREAS, City and Consultant (the "Parties") entered into Agreement No.  
10 33504 (the "Agreement") whereby Consultant agreed to provide as-needed landscape  
11 architectural services in an amount not to exceed Two Hundred Fifty Thousand Dollars  
12 (\$250,000) for a period of two (2) years with the option to extend for three (3) additional  
13 one-year periods; and

14        WHEREAS, the Parties entered a First Amendment to the Agreement to  
15 increase the authority amount for a total not to exceed One Million Dollars (\$1,000,000);  
16 and

17        WHEREAS, the Parties entered into a Second Amendment to the Agreement  
18 to extend the term to August 1, 2017, and increase the authority amount for a total not to  
19 exceed One Million Fifty Thousand Dollars (\$1,050,000); and

20        WHEREAS, on June 13, 2017, City Council approved extending the term of  
21 the Agreement by one (1) additional one-year period; and

22        WHEREAS, the Parties entered into a Third Amendment to the Agreement  
23 to extend the term to August 1, 2018, and increase the authority amount for a total not to  
24 exceed One Million One Hundred Thousand Dollars (\$1,100,000); and

25        WHEREAS, the Parties entered into a Fourth Amendment to the Agreement  
26 to extend the term to August 1, 2019, update the City Representative, and attach an  
27 updated rate sheet; and

28        WHEREAS, the Parties entered into a Fifth Amendment to the Agreement to

1 extend the term to August 1, 2020; and

2                   WHEREAS, the Parties entered into a Sixth Amendment to the Agreement  
3 to extend the term to August 1, 2021, and increase the authority amount for a total not to  
4 exceed One Million Six Hundred Thousand Dollars (\$1,600,000); and

5                   WHEREAS, on July 6, 2021, City Council approved extending the term of the  
6 Agreement by one (1) additional one-year period; and

7                   WHEREAS, the Parties entered into a Seventh Amendment to the  
8 Agreement to extend the term to August 1, 2022, increase the authority amount for a total  
9 not to exceed amount of Two Million Six Hundred Thousand Dollars (\$2,600,000), and  
10 attach an updated rate sheet; and

11                  WHEREAS, the Parties entered into an Eighth Amendment to the Agreement  
12 to increase the authority amount for a total not to exceed Three Million Six Hundred  
13 Thousand Dollars (\$3,600,000), extend the term to August 1, 2023, attach an updated rate  
14 sheet, and update the City Representative; and

15                  WHEREAS, on June 6, 2023, City Council approved extending the term of  
16 the Agreement by one (1) additional one-year period; and

17                  WHEREAS, the Parties desire to extend the term of the Agreement utilizing  
18 the additional one-year term, and attach an updated rate sheet;

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

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

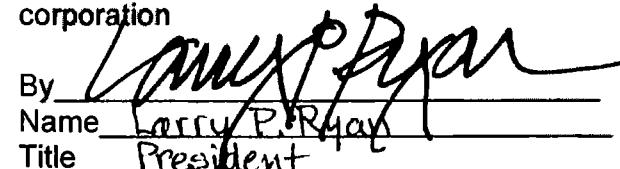
22                  2.       TERM. The term of this Agreement shall commence at midnight on  
23 August 1, 2014, and shall terminate at 11:59 p.m. on August 1, 2024, unless sooner  
24 terminated as provided in this Agreement, or unless the services or the Project is  
25 completed sooner."

26                  2.       The Rates attached as Exhibit "B-3" in the Eighth Amendment to the  
27 Agreement are hereby amended in accordance with Exhibit "B-4", attached hereto and  
28 incorporated by this reference.

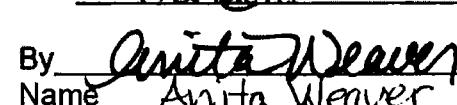
1                   3. Except as expressly modified herein, all of the terms and conditions  
2 contained in Agreement No. 33504 are ratified and confirmed and shall remain in full force  
3 and effect.

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

6                   RJM DESIGN GROUP, INC., a California  
7 corporation

8                   By   
9                   Name Larry P. Ryan  
Title President

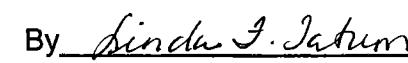
Aug 1, 2023

10                  By   
11                  Name Anita Weaver  
Title Treasurer

Aug 1, 2023

12                  "Consultant"

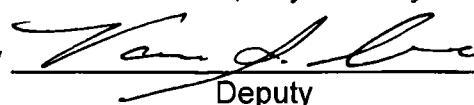
13                  CITY OF LONG BEACH, a municipal  
14 corporation

15                  By   
16                  City Manager  
17                  EXECUTED PURSUANT  
"City"            TO SECTION 301 OF  
                    THE CITY CHARTER.

18                  This Ninth Amendment to Agreement No. 33504 is approved as to form on

19                  August 2, 2023.

20                  DAWN MCINTOSH, City Attorney

21                  By   
22                  Deputy

## **Exhibit B-4**

### **Rates or Charges Update**

31591 Camino Capistrano  
San Juan Capistrano, CA 92675  
www.RJMdesigngroup.com  
[949] 493-2690 fax  
[949] 493-2600 phone



**RJM DESIGN GROUP, INC.  
HOURLY BILLING RATES**

**For City of Long Beach**

**August 1, 2023 through July 31, 2024**

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**RJM DESIGN GROUP INC. (Landscape Architect)**

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Principal In Charge	\$210 per hour
Principal Landscape Architect	\$190 per hour
Associate Landscape Architect	\$180 per hour
Landscape Architect / Project Manager	\$165 per hour
Job Captain / Landscape Designer	\$150 per hour
CADD Technician	\$135 per hour
Graphics	\$125 per hour
Word Processor	\$ 95 per hour