

FIRST AMENDMENT TO AGREEMENT NO. 19-3626  
BETWEEN THE CITY OF LOS ANGELES AND  
LEIDOS, INC.

THIS FIRST AMENDMENT to Agreement No. 19-3626 is made and entered into by and between the CITY OF LOS ANGELES, a municipal corporation ("City"), acting by and through its Board of Harbor Commissioners ("Board"), and LEIDOS, INC. ("Consultant") as follows:

1. Section 4.2 is amended to read:

"4.2 Effective Date and Term.

"This Agreement shall be extended until December 31, 2024, commencing on the Agreement's effective date. This Agreement shall be in full force and effect until:"

2. Section 5 is amended to read:

"5. Compensation.

5.1 For the full and satisfactory performance of the Scope of Work, City shall pay Consultant and Consultant shall accept a sum not to exceed Three Million Seven Hundred Fifty-Three Thousand Eight Hundred Ten Dollars and Thirty Cents (\$3,753,810.30). The total sum payable under this Agreement shall be determined by Project Directives and Consultant acknowledges that final compensation may not reach the maximum sum allowed for herein.

5.2 Compensation payable under this Agreement for payment for labor, travel, per diem, materials, supplies, transportation, and all other direct and indirect costs and expenses incurred by Consultant ("Expenses") are listed in Exhibit "B-1." No markups or premiums shall be applied to services performed by Subconsultants unless Exhibit "B-1" expressly so allows.

5.3 Compensation payable under this Agreement shall be on a (1) Fixed Fee, (2) Time and Materials, (3) Equal Payment or (4) any combination of the three, as may be more particularly specified in a Project Directive.

a. Fixed Fee. Lump sum compensation for satisfactory performance as may be specified in a particular Project Directive.

b. Time and Materials Fee. Consultant shall be paid based on the actual time expended in the performance of Tasks using the applicable rates set forth in Exhibit "B-1." Consultant will also be reimbursed for materials and other out-of-pocket expenses at cost. The rates identified in Exhibit "B-1" state the maximum rates Consultant shall charge under this

Agreement. No premium rates, including, but not limited to, overtime or hazardous duty premiums, shall be charged unless authorized in Exhibit "B-1."

c. Equal Payment Fee. Consultant shall be paid equal amounts over time throughout a particular Project Directive, up to the stated fixed amount.

5.4 If the term of this Agreement exceeds one (1) year and if Executive Director so consents in writing, Consultant may increase the rates set forth in Exhibit "B-1" after each twelve (12) months of service as long as such increases (a) are equal to or lower than the rates Consultant charges to other municipal or governmental entities and (b) represent an increase of no more than 0 percent (0%) over the rates charged during the prior twelve (12) month period. Such increases in rates, if any, shall not result in increases of the amount of total compensation payable under this Agreement set forth in Section 5.1. In the event of any such rate increase, Exhibit "B-1" shall be revised, replaced and renumbered as Exhibit "B-2," Exhibit "B-3," etc., as applicable.

5.5 Each month during the term of this Agreement, as a prerequisite to payment for services, Consultant shall submit a written invoice to City's Harbor Department for services performed during the prior month, accompanied by such records and receipts as may be required by Section 5.6. Each such invoice shall bear a City Business Tax Registration Number and a Taxpayer Identification Number. Each invoice shall identify all services performed by Subconsultants. If payments are to be based on the performance of established milestones, Consultant shall bill as each milestone is completed, but not more often than once a month.

Consultant shall submit one (1) original and three (3) copies of each such invoice for payment that includes the following certification:

"I certify under penalty of perjury that the above bill is just and correct according to the terms of Agreement No. \_\_\_\_\_ and that payment has not been received. I further certify that I have complied with the provisions of the City's Living Wage Ordinance.

\_\_\_\_\_  
(signed)

5.6 Consultant shall submit supporting documents with each invoice, which may include, but not be limited to, provider invoices, receipts, payrolls, and time sheets. Consultant is not required to submit support for direct costs items of \$25 or less.

5.7 If Consultant utilizes Subconsultants to perform aspects of the Scope of Work, Consultant shall submit to City, with each monthly invoice,

a Monthly Subconsultant Monitoring Report in the form attached hereto as Exhibit "C." Consultant shall provide an explanation for any item that does not meet or exceed the participation levels required by a particular Directive, with specific plans and recommendations for improved subconsultant utilization. Invoices will not be paid without a completed Monthly Subconsultant Monitoring Report form.

5.8 All sums due and payable to Consultant shall be paid as soon as, in the ordinary course of City business, the same may be reviewed and approved.

For payment and processing, all invoices shall be mailed to the following address:

Accounts Payable Section  
Harbor Department, City of Los Angeles  
P.O. Box 191  
San Pedro, CA 90731-0191

Except as amended herein, all remaining terms and conditions of Agreement No. 19-3626 shall remain in full force and effect.

Subject to the provisions of Charter Section 245, the effective date of this Amendment shall be the date of its execution by Executive Director upon authorization of the Board. Consultant is aware that the City Council, pursuant to Charter Section 245 of the City of Los Angeles, has the right to review this Amendment. Accordingly, in no event shall this Amendment become effective until after the expiration of the fifth Council meeting day after Board action, or the date of City Council's approval of the Amendment.

//

//

IN WITNESS THEREOF, the parties hereto have executed this First Amendment to Agreement No. 19-3626 on the date to the left of their signatures.


THE CITY OF LOS ANGELES, by its  
Board of Harbor Commissioners  
By signing below, I attest that I have no personal,  
financial, beneficial, or familial interest in this  
Agreement.

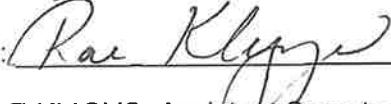
Dated: \_\_\_\_\_

By \_\_\_\_\_  
EUGENE D. SEROKA  
Executive Director

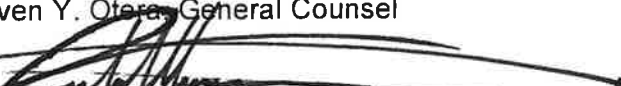
Attest \_\_\_\_\_  
AMBER M. KLESGES  
Board Secretary

Dated: February 8, 2024

LEIDOS, INC.  
By:   
MELISSA COSSENTINO, Vice President, Contracts  
(Print/type name and title)

By:   
RAE KLIGYS, Assistant Secretary  
(Print/type name and title)

APPROVED AS TO FORM AND LEGALITY  
2/13, 2024  
HYDEE FELDSTEIN SOTO, City Attorney  
Steven Y. Otera, General Counsel

By   
JUSTIN HOUTERMAN, Deputy

**FUNDS AVAILABLE STAMP**

Leidos, Inc.

Air Quality Monitoring Agreement

Amendment #1

Account#	54260	W.O. #	Various
Ctr/Div#	0330	Job Fac.#	Various
Proj/Prog#	000		
Budget FY:		Amount:	
2023/2024		\$111,079	
2024/2025		\$333,237.30	
TOTAL		\$444,316.30	

**For Acct/Budget Div. Use Only**

Verified by: **Erin O'Malley** Digitally signed by Erin O'Malley  
Date: 2024.02.09 15:59:18 -0500

Verified Funds Available: **Filomena Abayan** Digitally signed by Filomena  
Abayan  
Date: 2024.02.09 18:51:31 -0800

Date Approved: \_\_\_\_\_