

FIRST AMENDMENT TO AGREEMENT NO. E-6916
BETWEEN THE CITY OF LOS ANGELES AND
LOGICAL DIGITAL SOLUTIONS, INC.

THIS FIRST AMENDMENT to Agreement No. E-6916 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 LOGICAL DIGITAL SOLUTIONS, INC. ("Consultant") as follows:

1. Section I(A) is amended to read:

"A. Consultant hereby agrees to render to City, as an independent contractor, certain professional, technical and expert services of a temporary and occasional character as set forth in Exhibit A-1 ("Scope of Work")."

2. Exhibit A of Agreement No. E-6916 is removed and replaced in its entirety by Exhibit A-1, attached hereto and made a part hereof.

3. Section III is amended to read:

"III. TERM OF AGREEMENT

"This Agreement shall be in full force and effect commencing from the date of execution by the Executive Director and shall continue until the earlier of the following occurs:

1. Three (3) years have lapsed from the effective date of this Agreement;

or

2. The Board of Harbor Commissioners, in its sole discretion, terminates and cancels all or part of this Agreement for any reason upon giving to Consultant ten (10) days' notice in writing of its election to cancel and terminate this Agreement."

4. Section V(A) is amended to read:

"As compensation for the satisfactory performance of the services required by this Agreement, City shall pay and reimburse Consultant at the rates set forth in Exhibit B-1."

5. Section V(B) is amended to read:

"The maximum payable under this Agreement, including reimbursable expenses (see Exhibit B-1), shall be Four Hundred Fifty Thousand Dollars (\$450,000)."

6. Exhibit B of Agreement No. E-6916 is removed and replaced in its entirety by Exhibit B-1, attached hereto and made a part hereof.

Except as amended herein, all remaining terms and conditions of Agreement No. E-6916 shall remain in full force and effect.

Subject to the provisions of Charter Section 245, the effective date of this First 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 the sixth Council meeting day after Board action or the City Council's approval of the Amendment.

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IN WITNESS THEREOF, the parties hereto have executed this First Amendment to Agreement No. E-6916 on the date to the left of their signatures.

THE CITY OF LOS ANGELES, by its Board of Harbor Commissioners

Dated: _____

By _____
EUGENE D. SEROKA
Executive Director

Attest _____
AMBER M. KLESGES
Board Secretary

LOGICAL DIGITAL SOLUTIONS, INC.

Dated: _____

By: _____
ANDREW SCOTT - PRESIDENT
(Print/type name and title)

Attest: *See Attached Acknowledgment Kimberly Hse, Notary Public*
(Print/type name and title)

APPROVED AS TO FORM AND LEGALITY

July 2, 2018
MICHAEL N. FEUER, City Attorney
Janna B. Sidley, General Counsel

By *Heather M. McCloskey*
Heather M. McCloskey, Deputy

Account #	54290	W.O. #	_____
Ctr/Div #	0210	Job Fac. #	_____
Proj/Prog #	000		
Budget FY:		Amount:	
	2018/19		\$112,500
	2019/20		\$150,000
	2020/21		\$37,500
	TOTAL		\$300,000
For Acct/Budget Div. Use Only:			
Verified by:	<i>Julie Yano</i>		
Verified Funds Available:	<i>FEU</i>		
Date Approved:	<i>6/28/18</i>		

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)

County of Los Angeles)

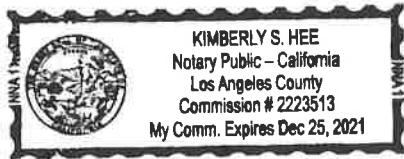
On June 28, 2018 before me, Kimberly S. Hee, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Andrew Scott
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: First Amendment to Agreement No E 16916

Document Date: June 28, 2018 Number of Pages: 6 including Acknowledgment

Signer(s) Other Than Named Above: Eugene D. Soroka

Capacity(ies) Claimed by Signer(s)

Signer's Name: Andrew Scott

Corporate Officer — Title(s): President

Partner — Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____

Signer's Name: _____

Corporate Officer — Title(s): _____

Partner — Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____

EXHIBIT A-1

Scope of Work/Work Product

Under direction of the Executive Director or the Deputy Executive Director, Marketing and Customer Relations, conduct the following:

- 1) Assist in the development of an Innovation and Technology plan for the Port and specific initiatives to further these objectives. The focus of the plan will be to promote the Port of Los Angeles as a world-class location and partner to develop Marine, Supply Chain and industrial technology solutions.
- 2) Engage with Marine Terminal Operators and other key stakeholders to advance supply chain optimization initiatives, including changes in operating methodologies, to improve flow of cargo through Port of Los Angeles terminals.
- 3) Advancing work on a cooperative effort to create a Port-area network to enable the collection of data and distribution of digital services. Cooperative effort will include outreach, engagement, and building support for the initiative among key Port constituents, including:
 - Ocean Carriers
 - Motor Carriers
 - Shippers
 - Railroads
 - Terminal Operators
 - Technology companies
- 4) Other duties as assigned
 - Development of a clear set of strategic objectives
 - Meetings with a broad constituency of supply chain stakeholders
 - Promote the Port broadly across Technology and other industry groups
 - The development of implementable recommendations
 - Support of existing Port of Los Angeles collaborative efforts with port users

Over the term of the consultancy it will be possible to frame the issues, continue advancing the initiatives and allow Executive Management to determine the value of applying additional resources and making longer term investments targeted at enhancing the capabilities of the Port.

Travel

Consultant may be required to travel under this agreement. Consultant shall have all travel costs pre-approved by the Executive Director or his designee. Travel and associated costs will be made in accordance with the City of Los Angeles Travel Policy.

EXHIBIT B-1

Compensation

Services under this Agreement shall be performed by Consultant's employee Andrew P. Scott, whose hourly billing rate shall be \$175 per hour.

The parties agree that Consultant shall perform services under this Agreement for a maximum budget appropriation of \$150,000 for each 12 month period during the term of the Agreement.

Travel

Consultant may be required to travel under this agreement. Consultant shall have all travel costs pre-approved by the Executive Director or his designee. Travel and associated costs will be made in accordance with the City of Los Angeles Travel Policy.