

SECOND AMENDMENT TO AGREEMENT NO. 17-3548  
BETWEEN THE CITY OF LOS ANGELES  
AND  
TIMOTHY J. RILEY

THIS SECOND AMENDMENT to Agreement No. 17-3548 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 TIMOTHY J. RILEY, an individual ("Consultant") as follows:

1. Subsection A of Article V. "COMPENSATION AND PAYMENT," is amended by replacing Exhibit B-1 with Exhibit B-2 (attached herewith).

2. Subsection B of Article V. "COMPENSATION AND PAYMENT," is amended by increasing the maximum payable under this Agreement, including reimbursable expenses (see Exhibit B-2), as not to exceed Six Hundred Seventy Thousand Fifty Seven Dollars and Seventy Five Cents (\$670,057.75).

3. Article X. "INSURANCE" is amended by inserting a new subsection A. (4) to read:

"Professional Liability Insurance

Consultant is required to provide Professional Liability insurance with respect to negligent or wrongful acts, errors or omissions, or failure to render services in connection with the professional services to be provided under this Agreement. This insurance shall protect against claims arising from professional services of the insured, or by its employees, agents, or contractors, and include coverage (or no exclusion) for contractual liability.

Consultant certifies that it now has professional liability insurance in the amount of One Million Dollars (\$1,000,000.00), which covers work to be performed pursuant to this Agreement and that it will keep such insurance or its equivalent in effect at all times during performance of said Agreement and until two (2) years following acceptance of the completed project(s) by Board."

4. Except as amended herein, all remaining terms and conditions of Agreement No. 17-3548 shall remain in full force and effect.

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(Signature page to follow)

IN WITNESS THEREOF, the parties hereto have executed this Second Amendment to Agreement No. 17-3548 on the date to the left of their signatures.

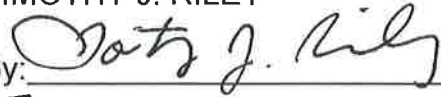
THE CITY OF LOS ANGELES, by its  
Board of Harbor Commissioners

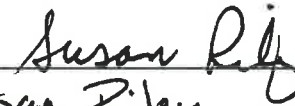
Dated: \_\_\_\_\_, 2020

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

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

Dated: 2/11/2020, 2020

TIMOTHY J. RILEY  
By:   
TIMOTHY J. RILEY  
(Print/type name and title)



Attest:   
Susan Riley  
(Print/type name and title)

APPROVED AS TO FORM AND LEGALITY

2/20, 2020  
MICHAEL N. FEUER, City Attorney  
JANNA B. SIDLEY, General Counsel

By:   
JOHN T. DRISCOLL, Deputy

Attachments

Account #	54290	W.O. #	
Ctr/Div #	0412	Job Fac. #	
Proj/Prog #	000		
Budget FY:		Amount:	
2017/2018	\$	68,953.50	
2018/2019	\$	224,894.25	
2019/2020	\$	245,310.00	
2020/2021	\$	130,900.00	
TOTAL:	\$	670,057.75	
For Acct/Budget Div. Use Only:			
Verified by:	<u></u>		
Verified Funds Available:	<u></u>		
Date Approved:	<u>2/13/2020</u>		

## **EXHIBIT B-2**

### **Fee Schedule**

Consultant's rate shall be \$145.00 (One Hundred Forty-Five Dollars) per hour.

Any travel required outside of the Southern California region must be pre-approved, in writing, by the Chief of Police or his designee.

Additionally, all travel expenses incurred shall be reimbursed in accordance with the City of Los Angeles Travel Policies and Procedures.

Total amount payable under this Agreement shall not exceed \$670,057.75.