

SECOND AMENDMENT TO AGREEMENT NO. 21-9843
BETWEEN THE CITY OF LOS ANGELES AND
BYRD PROFESSIONAL RESOURCES LLP dba BYRD GROUP

THIS SECOND AMENDMENT to Agreement No. 21-9843 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 BYRD PROFESSIONAL RESOURCES LLP dba BYRD GROUP (“Consultant”) as follows:

1. Section 3, Subsection B shall be amended by removing Subsection B and replacing it with the following:

“B. This Agreement shall be in full force and effect commencing from the date of execution by the Executive Director for a term not to exceed five (5) years and subject to the following:

1. The Board of Harbor Commissioners, and subject to 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.”

2. Section 5 shall be amended by removing Subsection B and replacing it with the following:

“B. The maximum payable under the Agreement, including reimbursable expenses (see Exhibit B-1), shall be Nine Million Five Hundred Eighty-One Thousand Two Hundred Dollars (\$9,581,200).”

3. Exhibit B-1 “Compensation” is attached hereto and made a part hereof.
4. All references to Exhibit B throughout the Agreement shall include reference to Exhibit B-1.

Subject to the provisions of Charter Section 373, the effective date of this Amendment shall be the date of its execution by the Executive Director upon authorization of the Board. Consultant is aware that pursuant to Charter Section 373 and Administrative Code Section 10.5, this Amendment requires approval by City Council prior to becoming effective.

Except as amended herein, all remaining terms and conditions of Agreement No. 21-9843 shall remain in full force and effect.

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(Signature Page Follows)

IN WITNESS THEREOF, the parties hereto have executed this Second Amendment to Agreement No. 21-9843 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

BYRD PROFESSIONAL RESOURCES
LLP dba BYRD GROUP

Dated: 11/21/2024

By: _____

CHRISTOPHER BYRD, PRESIDENT
(Print/type name and title)

Attest: _____
Kara Byrd Sales Secretary
(Print/type name and title)

APPROVED AS TO FORM AND LEGALITY

November 25, 2024
HYDEE FELDSTEIN SOTO, City Attorney
STEVEN OTERA, General Counsel

By _____
DEBORAH DORNY, Deputy

Account # 161210 W.O. # 2564800
 Ctr/Div # 00000 Job Fac. # 2941900
 Proj/Prog # _____

Budget FY: Amount:

FY22-24	4,761,300
FY25	548,725
TOTAL	5,310,025

For Acct/Budget Div. Use Only:

Verified by:  Digitally signed by Cathleen DeLeon
 Date: 2024.11.20 16:38:35 -08'00'

Verified Funds Available:  Digitally signed by Frank Liu
 Date: 2024.11.20 16:49:17 -08'00'

Date Approved: 11/20/24

Account # 542025 W.O. # _____
 Ctr/Div # 60010 Job Fac. # _____
 Proj/Prog # 60000045 (starting in FY26)

Budget FY: Amount:

FY22-24	
FY25	1,646,175
FY26	1,750,000
FY27	875,000
TOTAL	4,271,175

For Acct/Budget Div. Use Only:

Verified by:  Digitally signed by Cathleen DeLeon
 Date: 2024.11.20 16:38:55 -08'00'

Verified Funds Available:  Digitally signed by Frank Liu
 Date: 2024.11.20 16:50:16 -08'00'

Date Approved: 11/20/24

Exhibit B-1 (Effective December 16, 2024)

COMPENSATION

A. The Department shall pay the Consultant an hourly rate for each Business Systems Analyst assigned using the selection procedure set forth in Exhibit A. The Parties shall agree in writing on the hourly rate for each assigned Business Systems Analyst, which may vary for each staffing assignment but in no event shall the hourly rate for any individual exceed \$145 per hour.

B. Business Systems Analysts assigned to the project shall obtain written approval from the Accounting Division Manager to work and bill the Department for time exceeding 40 hours per week. All hours approved and worked in excess of 40 hours per week shall be billed at the original approved rate for that individual. No over time or mark-up rates shall be authorized or paid.

C. Other than hourly rates as described herein, Consultant shall receive no other compensation or reimbursement of expenses. No travel by Consultant shall be authorized or approved under this Agreement.