

FIRST AMENDMENT TO AGREEMENT NO. 20-3750
BETWEEN THE CITY OF LOS ANGELES AND
RESERVOIR, LLC

THIS FIRST AMENDMENT to Agreement No. 20-3750 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 RESERVOIR, LLC ("Consultant") as follows:

1. Section 3.B is amended to read:

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

1. Five (5) 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."

2. Section 5.B is amended to read:

"B. The maximum payable under this Agreement, including reimbursable expenses (See Exhibit B), shall be from a pool of funds established by the City which said pool of funds shall not exceed Six Hundred Forty-Four Thousand Dollars (\$644,000) for the entire five (5) year Term as set forth in Section 3.B of this Agreement. Consultant acknowledges that said pool of funds shall also be used to compensate any other contractors or consultants who provide professional writing and editing services to City and such pool of funds shall not be for the exclusive use or payment of Consultant. Consultant further acknowledges that in no event shall Consultant's compensation for the services provided in accordance with this Agreement exceed the aforementioned sum total pool of funds amount set forth herein. Consultant and City agree that Consultant's services set forth in this Agreement are on an as-needed basis and City shall use such services at the sole discretion of the Executive Director or his designee. This Agreement does not guarantee Consultant a fixed amount of work assigned or minimum hours paid."

Except as amended herein, all remaining terms and conditions of Agreement No. 20-3750 shall remain in full force and effect.

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IN WITNESS THEREOF, the parties hereto have executed this First Amendment to Agreement No. 20-3750 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

Dated: 2/15/2023

RESERVOIR, LLC

By: John P Dunston
John Dunston, Managing Partner
(Print/type name and title)

Attest: Jean Compton
JEAN M. COMPTON PARTNER
(Print/type name and title)


APPROVED AS TO FORM AND LEGALITY

February 23, 2023
HYDEE FELDSTEIN SOTO, City Attorney
Steven Y. Otera, General Counsel

By Heather M. McCloskey
Heather M. McCloskey, Deputy

Date: Feb. 13, 2023

Contractor/Vendor Name: Reservoir, LLC

Account#	54290	W.O. #	
Ctr/Div#	0250	Job Fac.#	
Proj/Prog#	000		
	Budget FY:	Amount:	
	2023-2024	Max pool Of funds For FY 24 is \$175,000	
	2024-2025	Max pool Of funds For FY 25 is \$175,000	
<u>For Acct/Budget Div. Use Only</u>			
Verified by:	Erin O'Malley	Digitally signed by Erin O'Malley Date: 2023.02.14 12:15:40 -08'00'	
Verified Funds Available:		Digitally signed by Frank Liu Date: 2023.02.14 13:18:02 -08'00'	
Date Approved:	2/14/23		