

SECOND AMENDMENT TO AGREEMENT NO. 17-3488
BETWEEN THE CITY OF LOS ANGELES AND
HOLLAND & KNIGHT LLP

THIS SECOND AMENDMENT to Agreement No. 17-3488 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 HOLLAND & KNIGHT LLP ("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 and Exhibit A-1 ("Scope of Work")."
2. Section V(B) is amended to read:

"B. The maximum payable under this Agreement shall be Four Hundred Eighty-Two Thousand Dollars (\$482,000)."
3. Exhibit A-1 "Scope of Work", is attached hereto and made a part hereof.
4. Exhibit B "Compensation" is removed in its entirety and replaced with a Exhibit B-2 "Compensation" which is attached hereto and made a part hereof.
5. Subject to authorization of the Board and the provisions of Charter Section 245, upon signature by the Executive Director this Second Amendment shall be in full force and effect commencing from April 28, 2018.

Except as amended herein, all remaining terms and conditions of Agreement No. 17-3488 shall remain in full force and effect.

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IN WITNESS THEREOF, the parties hereto have executed this Second Amendment to Agreement No. 17-3488 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: 8/21/18

HOLLAND & KNIGHT LLP
By: Eve M O'Toole
Eve M O'Toole
(Print/type name and title)

Attest: Patricia Brooks
(Print/type name and title)

APPROVED AS TO FORM AND LEGALITY

August 22, 2018
MICHAEL N. FEUER, City Attorney
Janna B. Sidley, General Counsel

By Heather M. McCloskey
Heather M. McCloskey, Deputy

Account #	54290	W.O. #	
Ctrl/Div #	260	Job Fac. #	
Proj/Prog #	000		
Budget FY:		Amount:	
	<u>18/19</u>		<u>97,000</u>
TOTAL			

For Acct/Budget Div. Use Only:

Verified by: Adelle

Verified Funds Available: Fuller

Date Approved: 8/22/18

Exhibit A-2

Scope of Work

Consultant will work under the direction of the Executive Director, Chief of Port Police, Senior Director of Government Affairs, or their designees on the following items:

Strategic Cybersecurity Operational, Policy and Regulatory Support

1. Support the Department's development and implementation of a policy and legislative strategy to advance the Department's cybersecurity objectives and help position the Department and the Port of Los Angeles as a thought leader in cybersecurity issues in the port and maritime world in the U.S. and in selected international venues.
2. Identify resources that can be leveraged to support the Department's cybersecurity policy and legislative objectives.
3. Work with the Department as needed to build expanded awareness of cybersecurity issues with elected officials, appointed officials, and other stakeholders.

Strategic Cybersecurity Operational Support

Assist the Department in aligning its cybersecurity program with current policy and funding opportunities at the federal level, including, but not limited to, identification of cybersecurity "best practices" to share with the Department for improved cybersecurity preparedness, and development or modification of cybersecurity response plans for the Department and the Port of Los Angeles.

Exhibit B-2 Compensation

- A. As compensation for the satisfactory performances of services required to be rendered by this Agreement, City shall pay Consultant the following monthly fees:
1. From the effective date of the Agreement, a monthly fee of Seven Thousand Five Hundred Dollars (\$7,500) following the month in which Consultant has rendered such services for the services provided in Exhibit A.
 2. From April 28, 2018 and until October 28, 2018, a monthly fee of Twelve Thousand Five Hundred Dollars (\$12,500) following the month in which Consultant has rendered services provided in Exhibit A-2.
- B. Each monthly Invoice required by Section V of the Agreement shall be accompanied by a Monthly Activity Report that details the work and accomplishments completed in support of the Scope of Work of this Agreement. The parties acknowledge and agree that written acceptance of the Monthly Activity Report by the Harbor Department's Director of Government Affairs or Legislative Representative constitutes a condition precedent to the City's payment obligation under the Agreement.
- C. In accordance with the terms of the Agreement, the compensation set forth herein includes payment for all labor, travel, per diem, fringe benefits, general and overhead costs, expenses, profit, materials, supplies, transportation and all other direct and indirect expenses incurred by Consultant except as may be reimbursed by City as set forth in Paragraph D of this Exhibit.
- D. With prior written approval of the Executive Director or his designee, Consultant may be reimbursed for travel, transportation and per diem expenses incurred pursuant to completing services under this Agreement. All travel undertaken by Consultant shall be in compliance with the City of Los Angeles Travel Policy, a copy of which shall be provided to Consultant upon request.

Travel expenses authorized for reimbursement under this Section shall not exceed Fifty-Five Thousand Dollars (\$55,000).