

FOURTH AMENDMENT TO AGREEMENT NO. E6530
BETWEEN THE CITY OF LOS ANGELES
AND
THE MAXIMA GROUP, LLC

THIS FOURTH AMENDMENT ("Fourth Amendment"), is made and entered into this 12th day of OCTOBER, 2015, by and between the CITY OF LOS ANGELES, a municipal corporation, acting by order of and through its Board of Harbor Commissioners ("Board") of the Harbor Department ("Harbor Department" or "City") and THE MAXIMA GROUP, LLC., ("Consultant").

RECITALS

WHEREAS, City and Consultant entered into Agreement No. E6530 on October 29, 2009 ("Agreement"); and

WHEREAS, City and Consultant entered into a First, Second and Third Amendment on October 28, 2010, March 30, 2012, and July 23, 2013, respectively, modifying the Agreement to extend the term and adjust Consultant's compensation; and

WHEREAS, City and Consultant desire to further amend the Agreement; and

NOW, THEREFORE, BE IT RESOLVED, that the Agreement be further amended as follows:

1. Section III of the Agreement and the Third Amendment is hereby deleted in its entirety and replaced with the following:

"The term of this Agreement shall commence upon the execution of this Agreement by the Executive Director ("Commencement Date") and terminate on April 27, 2016 ("Termination Date"); subject, however, to earlier termination as set forth in this Agreement."

2. Section V. B of the Agreement and the Third Amendment is hereby deleted in its entirety and replaced with the following:

"B. The maximum payable under this Agreement, including reimbursable expenses, if any (see Exhibit B), shall not exceed Six Hundred and Eight Thousand Four Hundred and Fifty Dollars (\$608,450) for the period between the Commencement Date to April 27, 2016."

3. Exhibit B of the Agreement and the Third Amendment is hereby deleted in its entirety and replaced with Exhibit B-1 which is attached hereto and incorporated by reference to the Agreement.

Except as amended herein, all remaining terms and conditions of Agreement No. E6530 shall remain in full force and effect.

EXHIBIT B-1
COMPENSATION

Hourly Rates:

Patricia Flynn, Team Principals	\$195.00 per hour
Jim Suhr, Team Principals	\$195.00 per hour
Senior Staff	\$165.00 per hour
Administrative Staff	\$115.00 per hour
Rob York, Principal	\$245.00 per hour
Analyst Support, York Consulting Group	\$125.00 per hour
Principals, AC Martin Partners	\$262.50 per hour
Senior Planners, AC Martin Partners	\$185.50 per hour
Planners, AC Martin Partners	\$122.50 per hour

**Cost from Period
Between Commencement Date
to April 27, 2016:**

Not to exceed \$608,450

Total Duration:

Not to Exceed Termination Date

The work described in Exhibit A shall be performed according to standard practices at the hourly rates stated above.

Should Consultant provide additional as-needed consulting services on issues relating to the referenced tasks in Exhibit A, said services shall be performed according to standard practices with the approval of the Director of Waterfront and Commercial Real Estate at the hourly rates stated above.

Billing shall be done on a monthly basis at the current hourly rate according to the amount of time actually spent on behalf of City during the billing period.

IN WITNESS WHEREOF, the parties have executed this Fourth Amendment to Agreement No. E6530 on the date to the left of their signatures.

THE CITY OF LOS ANGELES
HARBOR DEPARTMENT

Dated: _____, 2015

By: _____
EUGENE D. SEROKA
Executive Director

THE MAXIMA GROUP, LLC

Dated: 1 OCTOBER, 2015

By: *Patricia Flynn*
PATRICIA FLYNN, PRINCIPAL
(Print/type name and title)

Attest: *John L. Taet*
JOHN L. TAET, PRINCIPAL
(Print/type name and title)

APPROVED AS TO FORM AND LEGALITY

_____, 2015
MICHAEL N. FEUER, City Attorney
JANNA B. SIDLEY, General Counsel

By: _____
HELEN J. SOK, Deputy

HJS:jpr
09/14/15
Attachment

Account #	54290	W.O. #	
Ctr/Div #	0429	Job Fac. #	
Proj/Prog #			
Budget			
FY:		Amount:	
	15-16		\$35,250
	TOTAL		\$35,250
For Acct/Budget Div. Use Only:			
Verified by:	_____		
Verified Funds Available:	_____		
Date Approved:	_____		