

FIRST AMENDMENT TO AGREEMENT NO. 12-3045
BETWEEN THE CITY OF LOS ANGELES AND
WET ENTERPRISES, INC.

THIS FIRST AMENDMENT to Agreement No. 12-3045 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 WET ENTERPRISES, INC. ("Consultant") as follows:

1. Section III, Effective Date and Term of Agreement, Subsection 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 either (i) one (1) year has lapsed from the effective date of this Agreement, or (ii) Board, in its sole discretion, terminates and cancels all or part of this Agreement for any reason upon giving to Consultant thirty (30) days' notice in writing of its election to cancel and terminate this Agreement, whichever of the foregoing events occurs first. Notwithstanding the foregoing, City alone shall have seven separate options to renew this Agreement for a period of one (1) additional year ("Renewal option" or "renewal options"), which renewal options shall be exercised by written notice provided by Executive Director to Consultant not less than thirty (30) days prior to the expiration of the initial one (1) year term, or the period created by a renewal option, as the case may be. During any period created by a renewal option, Board, in its sole discretion, may terminate or cancel all or part of this Agreement for any reason upon giving to Consultant thirty (30) days' notice in writing of its election to cancel and terminate this Agreement.

2. Section V, Compensation and Payment, Subsection A, is amended to read:

"A. As compensation for the satisfactory performance of the services required by this Agreement, City shall pay and reimburse Consultant at the rates set forth in Exhibit B and Exhibit B-1."

3. Section V, Compensation and Payment, Subsection B, is amended to read:

"B. The maximum payable under this Agreement, including reimbursable expenses (see Exhibit B and Exhibit B-1), and if all renewal options are exercised, shall be Three Million One Hundred Sixty Eight Thousand Six Hundred and Eighty Two Dollars (\$3,168,682), broken down as follows for each year, if the renewal option for said year is exercised:

Compensation in the first year shall not exceed Three Hundred Eighty Two Thousand and Eighty Dollars (\$382,080).

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Compensation in the second year shall not exceed Three Hundred Eighty Two Thousand and Eighty Dollars (\$382,080).

Compensation in the third year shall not exceed Three Hundred Eighty Nine Thousand Seven Hundred and Sixty Dollars (\$389,760).

Compensation in the fourth year shall not exceed Three Hundred Ninety Seven Thousand Five Hundred and Fifty Six Dollars (\$397,556).

Compensation in the fifth year shall not exceed Three Hundred Ninety Seven Thousand Five Hundred and Fifty Six Dollars (\$397,556).

Compensation in the sixth year shall not exceed Four Hundred Four Thousand Two Hundred and Sixty Eight Dollars (\$404,268).

Compensation in the seventh year shall not exceed Four Hundred Four Thousand Two Hundred and Sixty Eight Dollars (\$404,268).

Compensation in the eighth year shall not exceed Four Hundred Eleven Thousand One Hundred Fourteen Dollars (\$411,114).

3. Exhibit B-1 is added as an exhibit with the attached document labeled as "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 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. 12-3045 shall remain in full force and effect.

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M. J. [Signature]
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IN WITNESS THEREOF, the parties hereto have executed this First Amendment to Agreement No. 12-3045 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 _____
Board Secretary

Dated: Nov. 6, 2014

WET ENTERPRISES, INC.
By: Mark W. Fuller
Mark W. Fuller, CEO
(Print/type name and title)

Attest: [Signature]
ASSISTANT CORPORATE SECRETARY
(Print/type name and title)



APPROVED AS TO FORM AND LEGALITY

11/10, 2014
MICHAEL N. FEUER, City Attorney
Janna B. Sidley, General Counsel

By [Signature]
Heather M. McCloskey, Deputy

Account #	<u>54020</u>	W.O. #	<u>34168</u>
Ctr/Div #	<u>0510</u>	Job Fac. #	<u>271000</u>
Proj/Prog #	<u>000</u>		

Budget FY:	Amount:	FY	Amnt.
2011-12	\$127,360	2017-18	\$404,268
2012-13	382,080	2018-19	406,552
2013-14	384,640	2019-20	274,078
2014-15	392,356		
2015-16	397,556		
2016-17	399,792		
TOTAL	3,168,682		

For Acct/Budget Div. Use Only:

Verified by: Julie Yano

Verified Funds Available: [Signature]

Date Approved: 11/10/2014

[Signature]
11-6-14

Exhibit B-1 – Compensation Rates

All direct expenses, including all parts and materials, traveling and subsistence expenses for WET's staff traveling to the water features, are included in the prices below.

Gateway Fountains

Module 1 - Gateway Fountains Equipment/Mechanical Maintenance

1. The annual fee for Module 1 for the fourth year shall be \$335,620 and this fee will be paid in monthly installments at the rate of \$27,968 per month.
2. In the event that the fourth renewal option is exercised, the annual fee for Module 1 for the fifth year shall be \$335,620 and this fee will be paid in monthly installments at a rate of \$27,968.
3. In the event that the fifth renewal option is exercised, the annual fee for Module 1 for the sixth year shall be \$342,332 and this fee will be paid in monthly installments at a rate of \$28,527.
4. In the event that the sixth renewal option is exercised, the annual fee for Module 1 for the seventh year shall be \$342,332 and this fee will be paid in monthly installments at a rate of \$28,527.
5. In the event that the seventh renewal option is exercised, the annual fee for Module 1 for the eighth year shall be \$349,178 and this fee will be paid in monthly installments at a rate of \$29,098.

The total compensation for Module 1 assuming the exercise of all renewal options (five years total) shall not exceed \$1,705,082.

Module 2 - Gateway Fountain Water Quality Maintenance

1. The annual fee for Module 2 for the fourth year shall be \$23,500 and this fee will be paid in monthly installments at the rate of \$1,958 per month.
2. In the event that the fourth renewal option is exercised, the annual fee for Module 2 for the fifth year shall be \$23,500 and this fee will be paid in monthly installments at a rate of \$1,958.
3. In the event that the fifth renewal option is exercised, the annual fee for Module 2 for the sixth year shall be \$23,500 and this fee will be paid in monthly installments at a rate of \$1,958.

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4. In the event that the sixth renewal option is exercised, the annual fee for Module 2 for the seventh year shall be \$23,500 and this fee will be paid in monthly installments at a rate of \$1,958.
5. In the event that the seventh renewal option is exercised, the annual fee for Module 2 for the eighth year shall be \$23,500 and this fee will be paid in monthly installments at a rate of \$1,958.

The total compensation for Module 2 assuming the exercise of all renewal options (five years total) shall not exceed \$117,500.

Interactive Fountain

Module 3 - Interactive Fountain Equipment/Mechanical Maintenance AND Water Quality Maintenance

1. The annual fee for Module 3 for the fourth year shall be \$26,928, and this fee will be paid in monthly installments at the rate of \$2,244 per month.
2. In the event that the fourth renewal option is exercised, the annual fee for Module 3 for the fifth year shall be \$26,928 and this fee will be paid in monthly installments at a rate of \$2,244.
3. In the event that the fifth renewal option is exercised, the annual fee for Module 3 for the sixth year shall be \$26,928 and this fee will be paid in monthly installments at a rate of \$2,244.
4. In the event that the sixth renewal option is exercised, the annual fee for Module 3 for the seventh year shall be \$26,928 and this fee will be paid in monthly installments at a rate of \$2,244.
5. In the event that the seventh renewal option is exercised, the annual fee for Module 3 for the eighth year shall be \$26,928 and this fee will be paid in monthly installments at a rate of \$2,244.

The total compensation for Module 3 assuming the exercise of all renewal options (five years total) shall not exceed \$134,640.

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Reflection Pool

Module 4 - Interactive Fountain Equipment/Mechanical Maintenance AND Water Quality Maintenance

1. The annual fee for Module 4 for the fourth year shall be \$11,508 and this fee will be paid in monthly installments at the rate of \$959 per month.
2. In the event that the fourth renewal option is exercised, the annual fee for Module 4 for the fifth year shall be \$11,508 and this fee will be paid in monthly installments at a rate of \$959.
3. In the event that the fifth renewal option is exercised, the annual fee for Module 4 for the sixth year shall be \$11,508 and this fee will be paid in monthly installments at a rate of \$959.
4. In the event that the sixth renewal option is exercised, the annual fee for Module 4 for the seventh year shall be \$11,508 and this fee will be paid in monthly installments at a rate of \$959.
5. In the event that the eighth renewal option is exercised, the annual fee for Module 4 for the eighth year shall be \$11,508 and this fee will be paid in monthly installments at a rate of \$959.

The total compensation for Module 4 assuming the exercise of all renewal options (five years total) shall not exceed \$57,540.

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