

FIRST AMENDMENT TO AGREEMENT NO. 23-9955  
BETWEEN THE CITY OF LOS ANGELES  
TO STARCREST CONSULTING GROUP, LLC

THIS FIRST AMENDMENT to Agreement ("Agreement") is entered into between the CITY OF LOS ANGELES, a municipal corporation ("City"), acting by and through its Board of Harbor Commissioners ("Board") and STARCREST CONSULTING GROUP, LLC, a New Mexico limited liability company ("Consultant") as follows:

1. Section 4.2, Effective Date and Term., is hereby replaced in its entirety and amended to read:

4.2 The term of this Agreement shall not exceed five (5) years, commencing on the Agreement's effective date. This Agreement shall be in full force and effect until:

a. Director determines that Consultant has completed the Scope of Work and provides Consultant written notice thereof; or

b. Board, in its sole discretion, terminates this Agreement, which termination shall become effective five (5) calendar days following Executive Director's transmittal of written notice advising Consultant of such action by Board. Upon receipt of such written notice, Consultant shall cease the performance of the Scope of Work. Consultant shall be entitled to compensation only for services actually performed prior to such termination. Director, in his or her sole reasonable discretion, shall determine the amount of services actually performed and shall allocate a portion of the total compensation due Consultant accordingly. If Board so terminates this Agreement, Consultant shall deliver all drawings, specifications, plans, reports, studies, calculations, estimates, documents and other work product produced pursuant to this Agreement to City in an organized, usable form with all items properly labeled to the degree of detail specified by the Director. No compensation shall be due Consultant until it complies with the requirements of this paragraph; or

c. Five (5) years have elapsed from the effective date of the Agreement.

2. Section 5. Compensation., is hereby replaced in its entirety and amended to read:

5.1 For the full and satisfactory performance of the Scope of Work, City shall pay Consultant and Consultant shall accept a sum not to exceed Three Million and One Hundred Thousand Dollars (\$3,100,000). The total sum payable under this Agreement shall be determined by Project Directives and Consultant acknowledges that final compensation may not reach the maximum sum allowed for herein.

5.2 Compensation payable under this Agreement for payment for labor,

travel, per diem, materials, supplies, transportation, and all other direct and indirect costs and expenses incurred by Consultant ("Expenses") are listed in Exhibit "D-1." No markups or premiums shall be applied to services performed by Subconsultants unless Exhibit "D-1" expressly so allows.

5.3 Compensation payable under this Agreement shall be on a (1) Fixed Fee, (2) Time and Materials, (3) Equal Payment or (4) any combination of the three, as may be more particularly specified in a Project Directive.

a. Fixed Fee. Lump sum compensation for satisfactory performance as may be specified in a particular Project Directive.

b. Time and Materials Fee. Consultant shall be paid based on the actual time expended in the performance of Tasks using the applicable rates set forth in Exhibit "D-1." Consultant will also be reimbursed for materials and other out-of-pocket expenses at cost. The rates identified in Exhibit "D-1" state the maximum rates Consultant shall charge under this Agreement. No premium rates, including, but not limited to, overtime or hazardous duty premiums, shall be charged unless authorized in Exhibit "D-1."

c. Equal Payment Fee. Consultant shall be paid equal amounts over time throughout a particular Project Directive, up to the stated fixed amount.

5.4 If the term of this Agreement exceeds one (1) year and if Executive Director so consents in writing, Consultant may increase the rates set forth in Exhibit "D-1" after each twelve (12) months of service as long as such increases (a) are equal to or lower than the rates Consultant charges to other municipal or governmental entities and (b) represent an increase of no more than zero percent (0%) over the rates charged during the prior twelve (12) month period. Such increases in rates, if any, shall not result in increases of the amount of total compensation payable under this Agreement set forth in Section 5.1. In the event of any such rate increase, Exhibit "D-1" shall be revised, replaced and renumbered as Exhibit "D-1," etc., as applicable.

5.5 Each month during the term of this Agreement, as a prerequisite to payment for services, Consultant shall submit a written invoice to City's Harbor Department for services performed during the prior month, accompanied by such records and receipts as may be required by Section 5.6. Each such invoice shall bear a City Business Tax Registration Number and a Taxpayer Identification Number. Each invoice shall identify all services performed by Subconsultants. If payments are to be based on the performance of established milestones, Consultant shall bill as each milestone is completed, but not more often than once a month.

Consultant shall submit one (1) original invoice for payment in the format that contains the information specified in Exhibit "E," and that includes the following certification:

"I certify under penalty of perjury that the above bill is just and correct according to the terms of Agreement No. \_\_\_\_\_ and that payment has not been received. I further certify that I have complied with the provisions of the City's Living Wage Ordinance.

\_\_\_\_\_  
(signed)

5.6 Consultant shall submit supporting documents with each invoice, which may include, but not be limited to, provider invoices, receipts, payrolls, and time sheets. Consultant is not required to submit support for direct costs items of \$25 or less.

5.7 If Consultant utilizes Subconsultants to perform aspects of the Scope of Work, Consultant shall submit to City, with each monthly invoice, a Monthly Subconsultant Monitoring Report in the form attached hereto as Exhibit "F." Consultant shall provide an explanation for any item that does not meet or exceed the participation levels required by a particular Directive, with specific plans and recommendations for improved subconsultant utilization. Invoices will not be paid without a completed Monthly Subconsultant Monitoring Report form.

5.8 All sums due and payable to Consultant shall be paid as soon as, in the ordinary course of City business, the same may be reviewed and approved.

For payment and processing, all invoices shall be submitted electronically as requested by Harbor Department Project Manager.

Except as amended herein, all remaining terms and conditions of this Agreement shall remain in full force and effect.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date next to their signatures.

THE CITY OF LOS ANGELES, by its  
Board of Harbor Commissioners

Date: \_\_\_\_\_

By: \_\_\_\_\_  
EUGENE D. SEROKA  
Executive Director

Attest: \_\_\_\_\_  
AMBER M. KLESGES  
Board Secretary

Date: 10/9/2025

STARCREST CONSULTING GROUP, LLC

By: P. T. Anderson

Name: P. T. Anderson

Title: CEO

By: Archana Agrawal

Name: Archana Agrawal

Title: Principal

10/13/2025


APPROVED AS TO FORM AND LEGALITY

October 29, 2025  
HYDEE FELDSTEIN SOTO, City Attorney  
STEVEN Y. OTERA, General Counsel

By: [Signature]  
JUSTIN HOUTERMAN, Deputy

Date: 9/3/25

Contractor/Vendor Name: Starcrest Consulting Group, LLC

Account#	Various	Project#	Various
Division#	42010	Task#	Various
Budget FY:		Amount:	
FY 2025/26		\$ 0	
FY 2026/27		\$ 100,000	
FY 2027/28		\$ 500,000	
TOTAL:		\$600,000	
<u>For Acct/Budget Div. Use Only</u>			
Verified By:	Erin O'Malley	Digitally signed by Erin O'Malley Date: 2025.10.02 11:28:42 -07'00'	
Verified Funds Available:		Digitally signed by Frank Liu Date: 2025.10.02 14:18:17 -07'00'	
Date Approved:	10/2/25		

**SUMMARY RATE SHEET**  
**SCG, US DOLLAR RATES**

Corporation Name: Starcrest Consulting Group, LLC  
 Rates Effective: HD-9411 Extension (2025-26)

Client: Port of Long Beach

<b>LABOR RATES</b>		
<b>Labor Category/Grade</b>	<b>Hourly Base Rate</b>	<b>Hourly Fully-Loaded Rate</b>
EP1	\$315.00	\$428.40
EQ1	\$293.38	\$399.00
SP1	\$262.50	\$357.00
SQ1	\$240.88	\$327.60
P1	\$158.08	\$214.99
P2	\$138.62	\$188.53
P3	\$128.90	\$175.30
P4	\$119.98	\$163.17
P5	\$110.25	\$149.94
P6	\$95.66	\$130.10
Q1	\$145.11	\$197.35
T1	\$82.69	\$112.46
T2	\$72.96	\$99.23
T3	\$64.85	\$88.20
T4	\$55.13	\$74.97
T5	\$42.97	\$58.43
A1	\$59.18	\$80.48