

FIRST AMENDMENT TO AGREEMENT NO. 09-2779
BETWEEN THE CITY OF LOS ANGELES AND
NORTHSOUTHGIS, LLC

THIS FIRST AMENDMENT to Agreement No. 09-2779 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 NORTHSOUTHGIS, LLC ("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 Exhibits A and A-1 (together "Scope of Work")."

2. Section V.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 Exhibits B and B-1."

3. Section V.B is amended to read:

"B. The maximum payable under this Agreement, including reimbursable expenses, shall be Two Million Five Hundred Twenty One Thousand Two Hundred and Ten and No Cents (\$2,521,210)."

4. New exhibits, Exhibit A-1 and Exhibit B-1 are attached and incorporated.

Except as amended herein, all remaining terms and conditions of Agreement No. 09-2779 shall remain in full force and effect.

IN WITNESS THEREOF, the parties hereto have executed this First Amendment to Agreement No. 09-2779 on the date to the left of their signatures.

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

Dated: _____

By _____
Executive Director

Attest _____
Board Secretary

Dated: 4/14/11

NORTHSOUTHGIS, LLC

By: *Daniel Elroi*

DANIEL ELROI, PRESIDENT
(Print/type name and title)

Attest: *Gladys Harding*
GLADYS HARDING Notary Public
(Print/type name and title)

APPROVED AS TO FORM AND LEGALITY
4/22, 2011
CARMEN A. TRUTANICH, City Attorney

By *Simon M. Kann*
SIMON M. KANN, Deputy

| | | | |
|------------|------------|-----------|-----------|
| Account# | 54510 | W.O. # | 25011 |
| Ctr/Div# | 1179 | Job Fac.# | 635-00 |
| Proj/Prog# | 641 | | |
| Budget FY: | | Amount: | |
| | FY 2011/12 | | \$500,000 |
| | | | |
| | TOTAL | | \$500,000 |

For Acct/Budget Div. Use Only

Verified by: *Janet Ferran*

Verified Funds Available: *Wagner*

Date Approved: 4/20/11

| | | | |
|------------|------------|-----------|-----------|
| Account# | 54310 | W.O. # | |
| Ctr/Div# | 0640 | Job Fac.# | |
| Proj/Prog# | 000 | | |
| Budget FY: | | Amount: | |
| | FY 2010/11 | | \$300,000 |
| | | | |
| | TOTAL | | \$300,000 |

For Acct/Budget Div. Use Only

Verified by: *Janet Ferran*

Verified Funds Available: *Wagner*

Date Approved: 4/20/11

Exhibit A - 1

Phase III Scope of Work

eGIS CAPITAL IMPROVEMENTS

COMPONENT PIII-1: INTEGRATION WITH C&M'S MAINTSTAR CMMS SYSTEM

This component will accomplish the following:

- Connect eGIS to MainStar, so C&M can populate and use the storm drain module of MaintStar (will require C&M to contract with their MaintStar consultants separately to assist with data upload and configuration)
- Provide eGIS basemap layers and cartography to MaintStar in the form of ArcGIS Server map services, to look like geoPOLA map layers, for a uniform look and feel between its maps and other digital maps at the Port
- Verify and correct the storm drain atlas data provided by consultant to the Port a few years ago from existing documents, i.e. no field surveys, so that it can be used in MaintStar

Deliverables

- Deliverable PIII-1.1
 - Updated digital storm drain database
 - Storm drain data uploaded and synchronized with MaintStar, ready for C&M to start using storm drain module
 - eGIS maps populating the web map display of MaintStar through ArcGIS Server map services

COMPONENT PIII-2: ENHANCEMENTS AND UPGRADES TO geoPOLA AND eGIS

This component will accomplish the following:

- Upgrade the Port's ArcGIS and ArcGIS Server from version 9.x to version 10.x
- Upgrade geoPOLA to maintain compatibility with ArcGIS Server upgrade
- Add printing, Windows clipboard, markup and icon tools, file hyperlinking capabilities to geoPOLA
- Enhanced accessibility from outside the LAHD LAN, within the physical capabilities and policies of ITD
- ADP Permit application for Planning Division and other appropriate staff, to view ADP permit locations in geoPOLA and retrieve information related to those ADPs. Information may include important Environmental analysis and Real Estate comments, and could be used by other Divisions that need access to ADPs.

Deliverables

- Deliverable PIII-2.1
 - All Esri server and desktop software upgraded to v.10.x
 - geoPOLA upgraded for compatibility with v.10.x
 - Additional geoPOLA tools as listed above
 - Accessibility outside the LAHD LAN (in coordination with ITD)
 - ADP application on geoPOLA

COMPONENT PIII-3: INTEGRATION BETWEEN NON-SPATIAL DATABASE(S) AND eGIS

This component will accomplish the following:

- Migrate one significant non-spatial Access- or Excel-based database (to be selected by Port during project) to SQL Server or SharePoint, and provide user interface for users to be able to edit the data
- Link database to eGIS and display in geoPOLA

Deliverables

- Deliverable PIII-3.1
 - Minimum of one desktop database migrated to SQL Server or SharePoint
 - Integration of data with eGIS for display in geoPOLA

COMPONENT PIII-4: AUGMENTATION OF DATA FOR eGIS AND geoPOLA

This component will accomplish the following:

- Import, cache, and integrate 2011 LAR-IAC images into eGIS, and publish to AutoCAD through map services and to rest of the Port through geoPOLA
- Historic and current CDP and ADP permit map data
- Map layers that are not currently available in geoPOLA, such as utilities, from existing digital documents only
- Emergency response data layers

Deliverables

- Deliverable PIII-4.1
 - Specific data layers to be prioritized by the Port during project, not to exceed 1,450 hours of effort

eGIS SUPPORT

COMPONENT PIII-5: SUPPORT AND TRAINING OF eGIS, geoPOLA AND TECHNOLOGY ADOPTION

This component will accomplish the following:

- Geospatial technology adoption support with Harbor Department staff
- Support of GIS needs
- Support of database needs

Deliverables

- Deliverable PIII-5.1
 - 1,974 hours of support, as directed

Exhibit B - 1

Phase III Pricing

Phase III is priced as firm fixed price projects by deliverables, and invoiced based on progress payments. All prices shall be inclusive of expenses. Monthly invoices shall indicate actual work completed for each component and amount due, within the pricing parameters shown herein.

| Component | Cost |
|---|------------------|
| Capital Improvements | |
| PIII-1: Integration with C&M's MaintStar CMMS System | \$60,000 |
| PIII-2: Enhancements and Upgrades to geoPOLA and eGIS | \$250,000 |
| PIII-3: Integration between non-spatial database(s) and eGIS | \$45,000 |
| PIII-4: Augmentation of Data for eGIS and geoPOLA | \$145,000 |
| Support | |
| PIII-5: Support and Training of eGIS, geoPOLA and Technology Adoption | \$300,000 |
| TOTAL | \$800,000 |

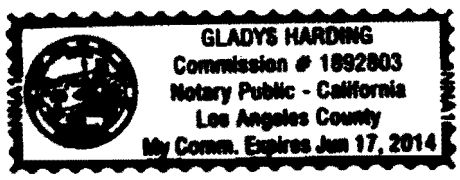
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Los Angeles }

On April 14, 2011 before me, GLADYS HARDING Notary Public
Date Here Insert Name and Title of the Officer

personally appeared DANIEL EURO, PRESIDENT
Name(s) of Signer(s)



who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(ies), and that by his/~~her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Gladys Harding
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____
