

THIRD AMENDMENT TO AGREEMENT NO. E6505
BETWEEN THE CITY OF LOS ANGELES
AND
THE GEPHARDT GROUP

Agreement No. E6505 between the CITY OF LOS ANGELES and THE GEPHARDT GROUP is hereby amended a third time as follows:

1. Section V.B is amended to read:

The maximum payable under this Agreement, including reimbursable expenses (see Exhibit B), shall be Two Hundred Ten Thousand Dollars (\$205,500).

2. The Exhibit B is replaced in its entirety with the following:

*The Gephardt Group
Exhibit B- Compensation*

- A. *As compensation for the satisfactory performance of the services required by this Agreement, City shall pay Consultant on the following schedule, regardless of the amount of services requested by the City in any particular month:*

*\$30,000 for services rendered in the month of May 2009
\$30,000 for services rendered in the month of June 2009
\$30,000 for services rendered in the month of July 2009
\$30,000 for services rendered in the month of August 2009
\$30,000 for services rendered in the month of September 2009
\$20,000 for services rendered in the month of October 2009
\$20,000 for services rendered in the month of November 2009
\$20,000 for services rendered in the month of December 2009*

- B. *The maximum payable under this Agreement shall be Two Hundred Ten Thousand Dollars (\$205,500).*
- C. *Each invoice shall be accompanied by an Activity Report for the time period covered by the invoice that details the activities completed at the direction of the Port's Director of Government Affairs and/or Legislative Representative and the City's Federal Legislative Representative with the Mayor's Office of Intergovernmental Relations in support of the Scope of Work of this Agreement. The parties acknowledge and agree that acceptance in writing by the Port's Director of Government Affairs and/or Legislative Representative on the monthly activity report constitutes a condition precedent to the City's payment obligation herein.*
- D. *The compensation set forth in this Agreement 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 amended herein, all remaining terms and conditions of Agreement No. E6505 as previously amended shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Third Amendment to Agreement No. E6505 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

THE GEPHARDT GROUP

Dated: _____

By: _____

(Print/type name and title)

Attest: _____

(Print/type name and title)

APPROVED AS TO FORM

_____, 2009
CARMEN A. TRUTANICH, City Attorney

By _____
Simon Kann, Deputy

Account#	54290	W.O. #	
Ctr/Div#	0260	Job Fac.#	
Proj/Prog#	000		
Budget FY:		Amount:	
	FY2009/10		\$55,500
	TOTAL		\$55,500

For Acct/Budget/Div. Use Only
Verified by: _____
Verified Funds Available: _____
Date Approved: _____