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San Diego Unified Port District
Document No. **68389**Filed **MAY 10 2018**
Office of the District Clerk**AMENDMENT NO. 3 TO AGREEMENT BETWEEN
SAN DIEGO UNIFIED PORT DISTRICT****and****EXCELERATE, LLC.****for****AS NEEDED PROJECT MANAGEMENT OFFICE (PMO) SERVICES
AGREEMENT NO. 156-2014**

The parties to this Amendment No. 3 to Agreement are the SAN DIEGO UNIFIED PORT DISTRICT, a public corporation (District) and EXCELERATE, LLC., a California Limited Liability Corporation (Service Provider).

Recitals:

District and Service Provider are parties to an Agreement for As Needed Project Management Office (PMO) Services. The agreement is on file in the Office of the District Clerk as Document No. 62695 dated December 18, 2014, as amended by Assignment and Assumption Agreement between Acme Business Consulting, LLC. and Excelsior, LLC., Document No. 65787 dated November 14, 2016, as amended by Amendment No. 1, Document No. 65872 dated December 13, 2016, as amended by Amendment No. 2, Document No. 67686 dated January 18, 2018. It is now proposed to amend Attachment B, Compensation & Invoicing, by replacing Section 1.a.(2)(a) and adding Section 1.a.(4).

The Parties Agree:

1. Attachment B, **COMPENSATION & INVOICING**, Section 1.a.(2)(a) shall be replaced with the following:

The above rates shall be considered part of the fully burdened hourly rates stated in this Agreement: film, postage, facsimiles, computer usage, printing, normal copying and document reproduction, blue print services, telecommunications, photography, and all other costs and expenses incurred in completing such services.

2. Attachment B, **COMPENSATION & INVOICING**, Section 1.a.(4) shall be added as follows:

(4) **Travel Expenses**

Airfare, lodging, rental car expenses, parking and taxi expenses shall be reimbursed at cost. Original receipts for airfare, lodging, rental car expenses, parking, and taxi expenses must be provided for reimbursement.


The District shall reimburse Service Provider for: coach class airfare or equivalent airfare and for full-size classified cars, mileage/parking or taxi to and from airport at departure and arrival, parking of rental vehicle at hotels during stay and parking at work site if not provided by District.

3. All other terms, covenants, and conditions in the original Agreement shall remain in full force and effect and shall be applicable to this Amendment.

SAN DIEGO UNIFIED PORT DISTRICT

EXCELERATE, LLC.


 Keith Coffey
 Chief Technology Officer

 26-Apr-2018
 Nilay Thakkar
 President

Approved as to form and legality:
 GENERAL COUNSEL


 By: Assistant/Deputy

A manually signed copy of this Amendment transmitted by email or any other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Amendment.