

**AMENDMENT NO. 6 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. 6 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 Excelerate, 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, as amended by Amendment No. 3 Document No. 68389 dated May 10, 2018, and as amended by Amendment No. 4 Document No. 68825 dated August 22, 2019, as amended by Amendment No. 5 Document No. 70312 dated August 30, 2019. It is now proposed to extend the agreement from March 31, 2020, to December 31, 2020 and increase the agreement amount by \$1,500,000.00 for a new maximum expenditure amount of \$5,429,024.00. Agreement with Agilis Group, Inc. dba AgilistIT, District Clerk Document No. 62696 has been terminated and therefore no longer party to the aggregate amount.

The Parties Agree:

1. Section 2, **TERM OF AGREEMENT**, is hereby amended to change the termination date from March 31, 2020 to December 31, 2020.

2. Section 3.a, MAXIMUM EXPENDITURE, shall be replaced with the following:

**Maximum Expenditure.** The maximum expenditure under this Agreement shall not exceed \$5,429,024.00. Said expenditure shall include without limitation all sums, charges, reimbursements, costs and expenses provided for herein.

Service Provider shall not be required to perform further services after compensation has been expended. In the event that the Service Provider anticipates the need for services in excess of the maximum Agreement amount, the District shall be notified in writing immediately. District must approve an amendment to this Agreement before additional fees and costs are incurred. Originally, the maximum expenditure under this Agreement was aggregated with agreements with Agilis Group Inc. dba AgilisIT, District Clerk Document No. 62696, and, with Matisia Inc. dba Matisia Consulting, District Clerk Document No. 62694, however, both have been terminated and therefore no longer party to the aggregate amount.

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

**SAN DIEGO UNIFIED PORT DISTRICT**

**EXCELERATE, LLC**

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Keith Coffey  
Chief Technology Officer,  
Information Technology

*Nilay Thakkar*

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Nilay Thakkar  
President

Approved as to form and legality:  
GENERAL COUNSEL

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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.