

FIRST AMENDMENT TO AGREEMENT NO. 19-3675
BETWEEN THE CITY OF LOS ANGELES AND
ALVARADOSMITH PC

THIS FIRST AMENDMENT to Agreement No. 19-3675 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 ALVARADOSMITH PC ("Outside Counsel") as follows:

1. Section I. Scope of Representation and Partnering is amended to read as follows:

"I. SCOPE OF REPRESENTATION AND PARTNERING

Outside Counsel is retained to assist the City Attorney in providing professional legal services for the City as it relates to commercial and industrial leasing of real property, assignment and subleasing, ground leasing and financing, purchase and sale, Tidelands Trust, and real estate remedies and enforcement of leases and legal advice and litigation support involving the same and assist the City Attorney in the defense of liability claims, including but not limited to personal injury and property damage actions arising out of vehicle accidents and incidents. Outside Counsel shall at all times work under the direction of the City Attorney. The City and City Attorney shall rely on the competence, expertise and experience of Outside Counsel. At all times, Outside Counsel shall provide professional legal advice and services at the highest level expected of law firms providing legal services in the Los Angeles region. This is a non-exclusive agreement to provide legal services to the City and, at the City Attorney's discretion, the City may augment the services with another law firm or law firms or select to terminate Outside Counsel's services in a manner consistent with this Agreement."

2. Section V. Sub-Section (A) Compensation is amended to increase compensation by an additional \$100,000 to a maximum of \$300,000, to read as follows:

"A. Appropriation of Funds.

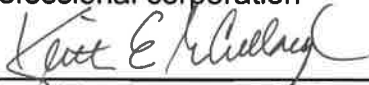
The Board has appropriated Three Hundred and Thousand Dollars (\$300,000) for this Agreement to cover legal services paid for at hourly rates set forth on Exhibit B. Outside Counsel's work pursuant to this Agreement for specific services shall not exceed this amount without prior written approval of City Attorney. The City is not obligated to pay Outside Counsel for any work done and/or costs incurred in excess of the appropriated amount unless additional appropriations are made and a written amendment to this Agreement is executed by the parties."

Except as amended herein, all remaining terms and conditions of Agreement No. 19-3675 shall remain in full force and effect.

IN WITNESS THEREOF, the parties hereto have executed this First Amendment to Agreement No. 19-3675 on the date to the left of their signatures.

Dated: 4/9/21

ALVARADOSMITH, PC
a professional corporation

By 

KEITH MCCULLOUGH, Partner

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

Dated: _____

By _____
EUGENE D. SEROKA
Executive Director

Attest _____
AMBER M. KLESGES
Board Secretary

Dated: _____

THE CITY OF LOS ANGELES,
a MUNICIPAL CORPORATION

By _____
KATHLEEN A. KENEALY
Chief Deputy City Attorney

APPROVED AS TO FORM AND LEGALITY

April 22, 2021

MICHAEL N. FEUER, City Attorney
Janna B. Sidley, General Counsel

By Janna B. Sidley
STEVEN OTERA, Assistant City Attorney

Account #	54410	W.O. #	
Ctr/Div #	0120	Job Fac. #	
Proj/Prog #	000		
Budget FY:		Amount:	
2020-21		10,000	
2021-22		200,000	
2022-23		90,000	
TOTAL		300,000	
For Acct/Budget Div. Use Only:			
Verified by:	<u>M. Ugaldes</u>	<small>Digitally signed by Melody Ugaldes Date: 2021.04.12 17:14:35 -0700</small>	
Verified Funds Available:	<u>Janna</u>	<small>Digitally signed by Janna B. Sidley Date: 2021.04.12 17:29:51 -0700</small>	
Date Approved:	<u>4/12/21</u>		