

FIRST AMENDMENT TO AGREEMENT NO. 19-3690
BETWEEN THE CITY OF LOS ANGELES AND
KUTAK ROCK LLP

This First Amendment to Agreement No. 19-3690 is made and entered into by the City of Los Angeles, a municipal corporation, acting by and through its Board of Harbor Commissioners (“the City”), and Kutak Rock LLP (“Consultant”).

WHEREAS, the City entered into Agreement No.19-3690 with Kutak Rock LLP, for professional litigation support and legal services for bond counsel matters; and

WHEREAS, the compensation of the Agreement was \$60,000 and additional funds are needed; and

WHEREAS, the requested work has been ongoing and the City desires to increase the compensation of the Agreement from \$60,000 to \$80,000.

NOW, THEREFORE, the parties agree that:

Section V(A) Appropriation of Funds is replaced by the following:

“The compensation amount is an amount not to exceed Eighty Thousand Dollars (\$80,000.00). Outside Counsel’s work pursuant to this Agreement shall not exceed that amount without the 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.

In the event that the Department undertakes a bond issuance (whether new or refunding) or commercial paper issuance, Outside Counsel shall submit to the City Attorney fee and budget proposals for legal services to be rendered in connection with the specific transaction. City Attorney shall select the firm or firms to provide legal services for the proposed transaction. Payments made to Outside Counsel for such transaction-related legal services may be made from the funds of the bond issuance and through the bond trustee or other fiscal agent upon request of the Department after Board approval of the issue and in accordance with Section VI of this Agreement. Any payments made from the funds of the bond issuance shall not reduce the appropriated amount from this Section V(A).”

Except as provided herein, all other terms and conditions of Agreement No. 19-3690 shall remain the same.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to Agreement No. 19-3690 on the date to the left of their signatures.

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

Date: _____

By _____
EUGENE D. SEROKA
Executive Director

Attest: _____
Board Secretary

THE CITY OF LOS ANGELES,
A municipal Corporation

Date: _____

By _____
KATHLEEN KENEALY
Chief Deputy City Attorney

KUTAK ROCK LLP

Date: Nov 18, 2022

By Michael Reppe
MICHAEL REPPE, Partner

APPROVED AS TO FORM
_____, 2021
MICHAEL N. FEUER, City Attorney

By _____
JANNA SIDLEY, General Counsel

/ksh
10/19/21

Account#	54410	W.O. #	000
Ctr/Div#	120	Job Fac.#	000
Proj/Prog#	000		
Budget FY:		Amount:	
2019-20		\$5,628.00	
2020-21		\$8,908.00	
2021-22		\$55,000	
2022-23		\$10,464.00	
TOTAL		\$80,000	
For Acct/Budget Div. Use Only			
Verified by:	<u>M. Hyde</u>	Digitally signed by M. Hyde Date: 2021.11.22 11:45:47 -0800	
Verified Funds Available:	<u>Hyde</u>	Digitally signed by Frank Liu Date: 2021.11.23 11:48:17 -0800	
Date Approved:	11/23/21		