

THIRD AMENDMENT TO AGREEMENT NO. 13-3109
BETWEEN THE CITY OF LOS ANGELES AND
BROWN & WINTERS

This THIRD Amendment to Agreement No. 13-3109 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 Brown & Winters (“Consultant”).

WHEREAS, the City entered into Agreement No.13-3109 with Brown & Winters, for professional legal services related to the preparation, filing, negotiation, and litigation of insurance claims for the cost of investigating, monitoring, mitigating and remediating contaminated properties; and

WHEREAS, the term of the Agreement as previously amended commenced on March 1, 2013 and would have terminated on August 31, 2020; and

WHEREAS, extending the term of the Agreement is necessary to allow Brown & Winters to continue to assist the City Attorney with efforts to recover environmental investigation and cleanup expenses from historic insurance policies; and

WHEREAS, the City desires to extend the term of the Agreement from seven years and six months to eight years and six months; and

WHEREAS, the City desires to increase the Agreement's provision for reimbursement of litigation costs and expenses from One Hundred and Five Thousand Dollars to Two Hundred Thousand Dollars;

NOW, THEREFORE, the parties agree that:

Section IV. “TERM AND TERMINATION” is replaced by the following:

This Agreement shall begin on March 1, 2013 and shall continue until February 28, 2022 unless terminated earlier under the provisions of this Agreement. Due to the need for the Consultant's services to be provided expeditiously, Consultant may have provided services prior to the execution of this Third Amendment. To the extent that Consultant's services were performed in accordance with the terms and conditions of the Agreement, those services are hereby ratified.

Section II “COMPENSATION” Subsection A “CONTINGENT FEES”, the paragraph beginning with “If recovery consists” is replaced in its entirety by:

It is understood and, agreed that Outside Counsel shall only be compensated for recoveries collected while this Agreement is in effect and that Outside Counsel shall have no lien on recoveries obtained or paid after either the scheduled or early termination of this Agreement.

SECTION II "COMPENSATION" Subsection D "APPROPRIATION OF FUNDS FOR COSTS AND EXPENSES", the paragraph beginning with "The Board has appropriated" is replaced in its entirety by:

The Board has appropriated Two Hundred Thousand Dollars (\$200,000) for this Agreement to cover reimbursable costs and expenses.

Except as provided herein, all other terms and conditions of Agreement No.13-3109 shall remain the same.

IN WITNESS WHEREOF, the parties hereto have executed this THIRD Amendment to Agreement No. 13-3109 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

BROWN & WINTERS

Date: 8/4/2020

By Wentzler Betha/Partner
NAME/TITLE

Attest: William D. Brown
NAME/TITLE
Partner

THE CITY OF LOS ANGELES
a municipal corporation

Date: _____

By _____
JAMES P. CLARK
Chief Deputy City Attorney


APPROVED AS TO FORM


Aug. 6 2020
MICHAEL N. FEUER, City Attorney

By 
KENNETH F. MATTFELD, Deputy

Account#	54410	W.O. #	000
City/Div#	120	Job Fac.#	000
Proj/Prog#	000		
Budget FY:		Amount:	
2013-14		\$4,750.00	
2017-18		\$19,127.00	
2018-19		\$26,533.00	
2019-20		\$38,181.00	
2020-21		\$30,000.00	
2021-22		\$81,409.00	
TOTAL		\$200,000.00	

For Acct/Budget Div. Use Only

Verified by:  Digitally signed by M. Gallardo
Date: 2020.08.06 16:52:19 -0700

Verified Funds Available:  Digitally signed by Frank Liu
Date: 2020.08.06 17:10:54 -0700

Date Approved: 0802