

SECOND AMENDMENT TO AGREEMENT NO. E-7079
BETWEEN THE CITY OF LOS ANGELES AND
CHRISTIAN M. CARRIGAN

This Second Amendment to Agreement No. E-7079 is made and entered into by and between the City of Los Angeles (“City”), a municipal corporation, acting through its Board of Harbor Commissioners (“Board”) and the Office of the City Attorney (“City Attorney”), and Christian M. Carrigan (“Independent Contractor”).

WHEREAS, the City entered into Agreement No. E-7079 with Christian M. Carrigan, for professional expert services and expert witness testimony for the lawsuit entitled *City of Los Angeles v. Certain Underwriters at Lloyds et al.* (Superior Court Case No. BC588876); and

WHEREAS, additional expert services are necessary for *City of Los Angeles v. L.A. Terminals, Inc., et al.* (Superior Court Case No. NC061591), and *L.A. Terminals, Inc. v. City of Los Angeles, et al.* (U.S. District Court Case No 2:18-cv-06754-MWF-RAO); and

WHEREAS, the term of the Agreement commenced on May 27, 2020 and would have terminated on May 26, 2022; and

WHEREAS, extending the term of the Agreement is necessary due to the need for additional expert services, and allows Christian M. Carrigan to continue to assist the City Attorney with expert witness testimony; and

WHEREAS, the City desires to extend the term of the Agreement from two years to three years; and

WHEREAS, the City desires to revise the Agreement's Compensation provision to increase the not-to-exceed limit from Thirty-Five Thousand Dollars (\$35,000) to One Hundred and Eighty-Five Thousand Dollars (\$185,000);

NOW, THEREFORE, the parties agree that:

1. Section 3. Term shall be replaced by:

“This Agreement shall be effective from the latest date it is executed on behalf of both parties and shall continue in effect until all parties have performed to the satisfaction of City or its earlier termination by City or Consultant upon ten (10) days' written notice to the other party but in no event shall the term of this Agreement exceed three years from its effective date.”

2. Section 5. Compensation subparagraphs (a) and (b) shall be replaced by:

“(a) As compensation for the satisfactory performance of the services required herein, City shall pay and Consultant agrees to accept in full satisfaction

thereof the actual cost of the services rendered payable at the rates set forth below and with a total cost not to exceed One Hundred and Eighty-Five Thousand Dollars (\$185,000). Rates are set for the below:

Research/Preparation hours - \$550 per hour Consulting Expert, Christian Carrigan

Deposition and Court Testimony - \$550 per hour Consulting Expert, Christian Carrigan

(b) In no even may the total compensation exceed \$185,000. Any expenses in excess of \$500 must be authorized in advance by the Executive Director or his/her designee in writing."

Except as provided herein, all other terms and conditions of Agreement No.E-7079 shall remain the same.

IN WITNESS WHEREOF, the parties hereto have executed this SECOND Amendment to Agreement No. E-7079 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

CHRISTIAN M. CARRIGAN
By _____
Independent Contractor

Date: _____



APPROVED AS TO FORM

_____, 2022
MICHAEL N. FEUER, City Attorney

By _____
BRIAN DALUIISO, Deputy

Date:

Contractor/Vendor Name: CHRISTIAN M. CARRIGAN

Account#	54410	W.O. #	000
Ctr/Div#	120	Job Fac.#	000
Proj/Prog#	000		
Budget FY:		Amount:	
2020-21		\$	29,975.00
2021-22		\$	80,025.00
2022-23		\$	75,000.00
TOTAL		\$	185,000.00
<u>For Acct/Budget Div. Use Only</u>			
Verified by:		Digitally signed by Mercedes Ugalde	Date: 2022.01.20 08:43:23 -0800
Verified Funds Available:		Digitally signed by Frank Liu	Date: 2022.01.20 09:55:13 -0800
Date Approved:	<u>1/20/22</u>		