

SECOND AMENDMENT TO AGREEMENT NO. 21-9809
BETWEEN THE CITY OF LOS ANGELES AND
THOPMSON COBURN LLP

This Second Amendment to Agreement No. 21-9809 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 Thompson Coburn LLP (“Consultant”).

WHEREAS, the City entered into Agreement No.21-9809 with Thompson Coburn LLP, for legal services for Federal Clean Air Act matters; and

WHEREAS, the Agreement term expires on June 27, 2024, the requested work is ongoing and it is the best interest of the City that Consultant continue to provide such services;

WHEREAS, the City desires to extend the Agreement term by three years to June 27, 2027, and to increase the compensation of the Agreement by \$225,000 from \$325,000 to \$550,000.

NOW, THEREFORE, the parties agree that:

1. The first sentence of Section II (A) Period of Performance is replaced by the following:

“This Agreement shall begin on the Commencement Date defined below, and shall continue for six (6) years thereafter (Termination Date), unless terminated earlier under the provisions of this Agreement.”

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

“The maximum compensation payable under this Agreement, including reimbursable expenses, is FIVE HUNDRED FIFTY THOUSAND DOLLARS (\$550,000). Outside Counsel’s work pursuant to this Agreement for specific services shall not exceed the amount of appropriated funding under this Agreement, as explained in section V.B. below. The City is not obligated to pay Outside Counsel for any work done and/or costs incurred in excess of (i) the maximum compensation amount, unless a written amendment to this Agreement is executed by the parties; or (ii) the appropriated amount, unless additional appropriations are made within the maximum compensation amount.”

Except as provided herein, all other terms and conditions of Agreement No. 21-9809 shall remain the same.

IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment to Agreement No. 21-9809 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 _____
DENISE MILLS
Chief Deputy City Attorney

THOMPSON COBURN LLP

Date: _____

By *C. Jonathan Benner*
C. Jonathan Benner, Partner

APPROVED AS TO FORM

February 26, 2024
HYDEE FELDSTEIN SOTO, City Attorney
Steven Y. Otera, General Counsel

By *J. M. Crose*
JOY M. CROSE, Assistant General Counsel

Account#	54410	W.O. #	000
Ctr/Div#	120	Job Fac.#	000
Proj/Prog#	000		
Budget FY:		Amount:	
	2021-22		\$114,989
	2022-23		\$14,520
	2023-24		\$100,000
	2024-25		\$125,000
	2025-26		\$100,000
	2026-27		\$95,491
	TOTAL		\$550,000
For Acct/Budget Div. Use Only			
Verified by:	Erin O'Malley		<small>Digitally signed by Erin O'Malley Date: 2024.02.23 15:11:03 -0500</small>
Verified Funds Available:	Filomena Abayan		<small>Digitally signed by Filomena Abayan Date: 2024.02.23 15:14:57 -0500</small>
Date Approved:	02/23/24		