

**FIFTH AMENDMENT
TO AGREEMENT FOR PROFESSIONAL LEGAL SERVICES**

BETWEEN

**THE CITY OF LOS ANGELES
ACTING THROUGH THE DEPARTMENT OF WATER AND POWER
AND**

LINER LLP

THIS FIFTH AMENDMENT (this "Amendment") to Contract Number 47259-5 is made and entered into by and between the City of Los Angeles ("City"), a municipal corporation, acting by and through the Department of Water and Power ("Department"), and Liner LLP ("Outside Counsel") hereinafter individually referred to as a "Party" and collectively as "Parties", with reference to the following:

RECITALS

WHEREAS, the City and the Outside Counsel entered into a contract wherein Outside Counsel agreed to assist the City Attorney with legal services relating to class action lawsuits and related matters at the Department (said contract effective June 15, 2014 hereinafter shall be referred to as the "Agreement") and;

WHEREAS, the Agreement provides for amendments; and

WHEREAS, the City and Outside Counsel are desirous of amending the Agreement to revise the period of performance and the amount appropriated for this Agreement.

NOW, THEREFORE, the City and Outside Counsel agree that the Agreement be amended as follows:

AMENDMENT

1. Section II, **General Conditions**, subsection A. **Period of Performance** is hereby amended in its entirety and replaced with the following:

"A. Period of Performance

This agreement shall begin on June 15, 2014 and shall continue through June 14, 2019, unless terminated earlier under the provisions of this Agreement."

2. Section V, **Compensation**, subsection A. **Appropriation of Funds** is hereby amended in its entirety and replaced with the following:

“A. **Appropriation of Funds**

The Los Angeles Department of Water and Power has appropriated an additional \$1,622,200 for a total appropriation of \$6,422,200 for this Agreement. Outside Counsel’s work pursuant to this Agreement shall not exceed that amount without the prior written approval of the Board of Water and Power Commissioners and written approval of the 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.”

3. Section III, **Outside Counsel’s Services and Responsibilities**, Subsection B. **Key Outside Counsel Personnel** is hereby amended in its entirety and replaced with the following:

“B. **Key Outside Counsel Personnel**

1. Outside Counsel’s Supervising Attorney for this Agreement shall be Maribeth Annaguey. Outside Counsel’s Supervising Attorney shall not be changed without City Attorney written authorization.”

4. Exhibit B “Hourly Rates” for Liner LLP is hereby removed and now replaced with a new Exhibit B which is attached to this Amendment 5.

5. **Reference to Agreement**. Except as herein amended, all other terms and conditions shall remain in full force and effect.

6. **Merger**. This Amendment supersedes all prior communications and all previous written and oral agreements, and shall constitute the complete and exclusive statement of understanding among the City, City Attorney and Outside Counsel relating to the subject matter of this Amendment.

7. **Effectiveness**. This amendment shall become effective June 14, 2017.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed by their respective duly authorized representatives on the day and year written below.

DEPARTMENT OF WATER AND POWER OF
THE CITY OF LOS ANGELES BY
BOARD OF WATER AND POWER COMMISSIONERS
OF THE CITY OF LOS ANGELES

Date: _____

By: _____

DAVID H. WRIGHT
General Manger

And: _____

BARBARA E. MOSCHOS
Secretary

THE CITY OF LOS ANGELES, a municipal corporation
MICHAEL N. FEUER, City Attorney

Date _____

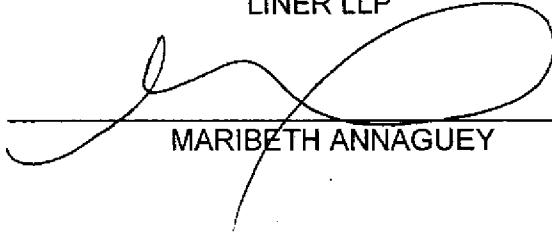
By _____

JAMES P. CLARK
Chief Deputy City Attorney

Date _____

By _____

LINER LLP


MARIBETH ANNAGUEY

APPROVED AS TO FORM
MICHAEL N. FEUER, City Attorney

Date _____

By _____

ANNE HALEY
Assistant City Attorney

APPROVED AS TO FORM AND LEGALITY
MICHAEL N. FEUER, CITY ATTORNEY

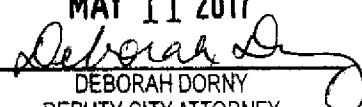
MAY 11 2017
BY 
DEBORAH DORNY
DEPUTY CITY ATTORNEY

EXHIBIT B

Hourly Rates for Liner LLP

A. The specific hourly rates for each authorized timekeeper shall not exceed the following:

Authorized Timekeeper	Title	Hourly Rate
Maribeth Annaguey	Partner	\$450.00
Angela C. Agrusa	Partner	\$450.00
Kim Zeldin	Partner	\$450.00
Kathryn McCann	Senior Associate	\$380.00
Karen Hallock	Senior Associate	\$380.00
David B. Farkas	Associate	\$320.00
Nathan M. Davis	Associate	\$320.00
Kimi Yamada	Paralegal	\$115.00

B. The hourly rate for each timekeeper category shall not exceed the following:

Title	Hourly Rate
Partners	\$450.00
Senior Associates	\$380.00
Associates (5-8 years)	\$320.00
Associates (1-4 years)	\$225.00
Paralegals	\$115.00