

**FIFTH AMENDMENT  
TO PROFESSIONAL SERVICES CONTRACT NUMBER DA-4859  
BETWEEN  
THE CITY OF LOS ANGELES  
AND  
MORRISON & FOERSTER, LLP**

**THIS FIFTH AMENDMENT** to Contract Number **DA-4859** is made and entered into by and between the City of Los Angeles, a municipal corporation, (hereinafter referred to as the "City") acting through the Office of the City Attorney (hereinafter referred to as "City Attorney") and its Board of Airport Commissioners (hereinafter "Board") and MORRISON & FOERSTER, LLP (hereinafter referred to as "Outside Counsel").

**WITNESSETH**

**WHEREAS**, the City and the Outside Counsel entered into a contract wherein Outside Counsel agreed to assist the City Attorney with pending litigation involving Runway 25L and related litigation at Los Angeles World Airports, said Contract effective September 1, 2013, which hereinafter shall be referred to as the Contract; and

**WHEREAS**, the Contract provides for amendments; and

**WHEREAS**, the City and Outside Counsel are desirous of amending the Contract for the purpose of adding the sum of Five Million Four Hundred Thousand Dollars (\$5,400,000), thereby increasing the total contract amount not to exceed Eleven Million Five Hundred Thousand Dollars (\$11,500,000); and

**WHEREAS**, the amendment is necessary and proper to continue or complete certain activities authorized under the Contract;

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

**AMENDMENT**

1. Section V, paragraph A, Appropriation of Funds, is amended to add the sum of Five Million Four Hundred Thousand Dollars (\$5,400,000) and to read as follows:

The Airport Board of Commissioners has appropriated Eleven Million Five Hundred Thousand Dollars (\$11,500,000) for this Contract. The City will not pay Outside Counsel for any work done or costs incurred in excess of the appropriated amount unless additional appropriations are made by Airport Board of

Commissioners and an amendment to this Contract is executed by the parties.

2. Except as herein amended, all other terms and conditions shall remain in full force and effect.

3. This amendment is executed in two (2) duplicate originals, each of which is deemed to be an original. This amendment consists of three (4) pages.

. . . . .

. . . . .

. . . . .

. . . . .

. . . . .

. . . . .

. . . . .

. . . . .

. . . . .

. . . . .

. . . . .

. . . . .

**IN WITNESS THEREOF**, the parties hereto have executed this Agreement on the date indicated.

THE CITY OF LOS ANGELES,  
DEPARTMENT OF AIRPORTS  
OF THE CITY OF LOS ANGELES

By \_\_\_\_\_  
Deborah Flint  
Chief Executive Officer

By \_\_\_\_\_  
Ryan Yakubik  
Chief Financial Officer

Date \_\_\_\_\_

Date \_\_\_\_\_

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

By \_\_\_\_\_  
James P. Clark  
Chief Deputy City Attorney

Date \_\_\_\_\_

MORRISON & FOERSTER, LLP

By [Signature]

Date 5/11/17

APPROVED AS TO FORM  
MICHAEL N. FEUER, City Attorney

By [Signature] for Anne Haley  
Anne Haley  
Assistant City Attorney

Date June 1, 2017

City Business License Number: \_\_\_\_\_  
Internal Revenue Service ID Number: \_\_\_\_\_  
Board Resolution Number: \_\_\_\_\_  
Contract Number: \_\_\_\_\_

**Blended Hourly Rates for MORRISON FOERSTER LLP**

**Effective June 1, 2017**

- A. The hourly rate for each attorney shall not exceed Five Hundred Ninety Dollars **(\$590.00)** per hour.
- B. The hourly rate for each paralegal shall not exceed One Hundred Fifty Dollars **(\$150.00)** per hour.