

**FIFTH AMENDMENT
TO PROFESSIONAL SERVICES CONTRACT NUMBER DA-5355
BETWEEN
THE CITY OF LOS ANGELES
AND
ANDERSON & KREIGER LLP**

THIS FIFTH AMENDMENT to Contract Number **DA-5355** 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 ANDERSON & KREIGER 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 federal regulatory work, and related matters, including litigation, said Contract effective March 1, 2019, 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 Nine Hundred Thousand Dollars (\$900,000), thereby increasing the total contract amount not to exceed Four Million Six Hundred Thousand Dollars (\$4,600,000); 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, Approved Funds, is amended to add the sum of Nine Hundred Thousand Dollars (\$900,000) and to read as follows:

The Airport Board of Commissioners has approved Four Million Six Hundred Thousand Dollars (\$4,600,000) for this Contract. The City will not pay Outside Counsel for any work done or costs incurred in excess of the approved amount unless additional approvals are made by Airport Board of Commissioners and an amendment to this Contract is executed by the parties.

2. Section II, paragraph A, Period of Performance, is amended to extend the contract by one year as follows:

This Agreement shall begin on March 1, 2019 and shall continue until February 28, 2023, unless terminated earlier under the provisions of this Agreement. 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 (3) pages.

4. This agreement and any other document necessary for the consummation of the transaction contemplated by this agreement may be executed in counterparts, including counterparts that are manually executed and counterparts that are in the form of electronic records and are electronically executed. An electronic signature means a signature that is executed by symbol attached to or logically associated with a record and adopted by a party with the intent to sign such record, including facsimile or e-mail signatures. All executed counterparts shall constitute one agreement, and each counterpart shall be deemed an original. The parties hereby acknowledge and agree that electronic records and electronic signatures, as well as facsimile signatures, may be used in connection with the execution of this agreement and electronic signatures, facsimile signatures or signatures transmitted by electronic mail in so-called PDF format shall be legal and binding and shall have the same full force and effect as if a paper original of this agreement had been delivered that had been signed using a handwritten signature. All parties to this agreement (i) agree that an electronic signature, whether digital or encrypted, of a party to this agreement is intended to authenticate this writing and to have the same force and effect as a manual signature; (ii) intended to be bound by the signatures (whether original, faxed, or electronic) on any document sent or delivered by facsimile or electronic mail or other electronic means; (iii) are aware that the other party(ies) will rely on such signatures; and, (iv) hereby waive any defenses to the enforcement of the terms of this agreement based on the foregoing forms of signature. If this agreement has been executed by electronic signature, all parties executing this document are expressly consenting, under the United States Federal Electronic Signatures in Global and National Commerce Act of 2000 ("E-SIGN") and the California Uniform Electronic Transactions Act ("UETA") (California Civil Code §1633.1 et seq.), that a signature by fax, e-mail, or other electronic means shall constitute an Electronic Signature to an Electronic Record under both E-SIGN and UETA with respect to this specific transaction.

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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 _____
Justin Erbacci
Chief Executive Officer
Department of Airports

By _____
Tatiana Starostina
Chief Financial Officer
Department of Airports

Date _____

Date _____

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

By _____
Michael N. Feuer
City Attorney

Date _____

ANDERSON & KREIGER LLP

By *J. Mulvey*
Date *12/6/21*

APPROVED AS TO FORM
MICHAEL N. FEUER, City Attorney

By *Timothy J. for Anne Haley*
Anne Haley
Assistant City Attorney

Date *December 9, 2021*

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