

FIRST AMENDMENT TO AGREEMENT NO. 20-3742
BETWEEN THE CITY OF LOS ANGELES AND
CROWELL AND MORING LLP

This First Amendment to Agreement No. 20-3742 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 Crowell and Moring LLP (“Consultant”).

WHEREAS, the City entered into Agreement No.20-3742 with Crowell and Moring LLP, for professional litigation support and legal services for antitrust matters; and

WHEREAS, the original term of the Agreement was May 14, 2020 to May 13, 2023; and

WHEREAS, the General Conditions did not include insurance requirements for Commercial General Liability and Harbor Risk Management has assessed and required Commercial General Liability Insurance; and

WHEREAS, certain legal services and litigation support has been ongoing and the City desires to extend the term of the Agreement by an additional year from May 13, 2023 to May 13, 2024; and

WHEREAS, the compensation of the Agreement was \$300,000 and additional funds are needed; and

WHEREAS, the requested work has been ongoing and the City desires to increase the compensation of the Agreement from \$300,000 to \$500,000.

NOW, THEREFORE, the parties agree that:

Section II (A). “Period of Performance” is replaced by the following:

This Agreement shall begin on May 14, 2020 and shall continue until May 13, 2024, unless terminated earlier under the provisions of this Agreement.

Section V. “Appropriation of Funds” is replaced by the following:

This Board has appropriated \$500,000 for this Agreement to cover legal services paid for at hourly rates set forth on Exhibit B. Outside Counsel’s work pursuant to this Agreement for specific services shall not exceed this amount without the prior 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.

Section II (H) "Professional Liability Insurance" is replaced by the following:

H. Professional Liability Insurance and Commercial General Liability Insurance

Outside Counsel is required to provide Professional Liability insurance with respect to negligent or wrongful acts, errors or omissions, or failure to render services in connection with the professional services to be provided under this Agreement. This insurance shall protect against claims arising from professional services of the insured, or by its employees, agents, or contractors, and include coverage (or no exclusion) for contractual liability.

Outside Counsel certifies that it now has professional liability insurance in the amount of One Million Dollars (\$1,000,000), which covers work to be performed pursuant to this Agreement and that it will keep such insurance or its equivalent in effect at all times during performance of said Agreement and until two (2) years following acceptance of the completed project by Board.

Each policy shall include a 10-days notice of cancellation for nonpayment of premium, and a 30-days notice of cancellation for any other reasons. Notice of occurrences of claims under the policy shall be made to the City Attorney's office with copies to Risk Management.

Commercial general liability insurance covering personal and advertising injury, bodily injury, and property damage providing contractual liability, independent contractors, products and completed operations, and premises/operations coverage written by an insurance company authorized to do business in the State of California rated VII, A- or better in Best's Insurance Guide (or an alternate guide acceptable to City if Best's is not available) within Consultant's normal limits of liability but not less than One Million Dollars (\$1,000,000) combined single limit for injury or claim. Said limits shall provide first dollar coverage except that Executive Director may permit a self-insured retention or self-insurance in those cases where, in his or her judgment, such retention or self-insurance is justified by the net worth of Consultant. The retention or self-insurance provided shall provide that any other insurance maintained by the Harbor Department shall be excess of Consultant's insurance and shall not contribute to it. In all cases, regardless of any deductible or retention, said insurance shall contain a defense of suits provision and a severability of interest clause. Each policy shall name the City of Los Angeles Harbor Department, its officers, agents and employees as Primary additional insureds.

Except as provided herein, all other terms and conditions of Agreement No. 20-3742 shall remain the same.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to Agreement No. 20-3742 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 _____
KATHLEEN KENEALY
Chief Deputy City Attorney

CROWELL AND MORING LLP

Date: August 9, 2021

By  _____
JASON MURRAY, Partner

APPROVED AS TO FORM

Aug 12, 2021
MICHAEL N. FEUER, City Attorney

By Janna
JANNA SIDLEY, General Counsel

/ksh
07/28/21

Account#	54410	W.O. #	000
Ctr/Div#	120	Job Fac.#	000
Proj/Prog#	000		
Budget FY:		Amount:	
2019-20		\$100,000	
2020-21		\$164,810	
2021-22		\$150,000	
2022-23		\$51,114	
2023-24		\$34,076	
TOTAL		\$500,000	
For Acct/Budget Div. Use Only			
Verified by:	<u>M. Ugaldes</u>	Digitally signed by Melody Ugaldes Date: 2021.08.10 08:46:58 -0700	
Verified Funds Available:	<u>Janna</u>	Digitally signed by Frank Liu Date: 2021.08.10 09:53:47 -0700	
Date Approved:	<u>8/10/21</u>		