



REPORT TO THE

BOARD OF AIRPORT COMMISSIONERS

Cynthia Alexander

Cynthia Alexander (Feb 25, 2022 08:53 PST)

Reviewed by: Cynthia Alexander, Deputy City Attorney

Brian C. Ostler

Brian Ostler (Feb 25, 2022 10:06 PST)

Brian C. Ostler, City Attorney

Justin Erbacci

Justin Erbacci (Feb 25, 2022 10:07 PST)

Justin Erbacci, Chief Executive Officer

Meeting Date

3/3/2022

Needs Council Approval: Y

<u>Reviewed for / by</u>	<u>Date</u>	<u>Approval Status</u>	<u>By</u>
Finance	2/18/2022	<input checked="" type="checkbox"/> Y <input type="checkbox"/> NA	JS
CEQA	2/15/2022	<input checked="" type="checkbox"/> Y	VW
Procurement	2/22/2022	<input checked="" type="checkbox"/> Y <input type="checkbox"/> Cond	BG
Guest Experience	2/23/2022	<input checked="" type="checkbox"/> Y	TB
Strategic Planning	2/14/2022	<input checked="" type="checkbox"/> Y	KC
City Attorney	2/23/2022	<input checked="" type="checkbox"/> Y	CA

SUBJECT

Request to approve the Fifth Amendment to Contract No. DA-5190 with Nossaman LLP to continue providing the Los Angeles World Airports with Landside Access Modernization Program-related legal services for property acquisitions. The Fifth Amendment will extend the contract by one year to May 3, 2023.

RECOMMENDATIONS

Management RECOMMENDS that the Board of Airport Commissioners:

1. ADOPT the Staff Report.
2. DETERMINE that this action is exempt from the California Environmental Quality Act (CEQA) pursuant to Article II, Section 2.f. of the Los Angeles City CEQA Guidelines.
3. FIND that the work can be performed more economically or feasibly by an independent contractor than by City employees.
4. FURTHER FIND that, pursuant to Charter Section 371(e)(2), competitive bidding for these professional services would not be practicable or advantageous.
5. FURTHER FIND that, pursuant to Charter Section 371(e)(10), competitive bidding for this work would be undesirable, impractical or impossible.

6. APPROVE the Fifth Amendment to Contract No. DA-5190 with Nossaman LLP to continue providing the Los Angeles World Airports with Landside Access Modernization Program-related legal services for property acquisitions. The Fifth Amendment will extend the contract by one year to May 3, 2023.
7. AUTHORIZE the Chief Executive Officer to execute the above referenced Fifth Amendment upon approval as to form by the City Attorney and approval by the Los Angeles City Council.

DISCUSSION

1. Purpose

The Fifth Amendment to Contract No. DA-5190 (Contract) will allow the law firm of Nossaman LLP (Firm) to continue providing the Los Angeles World Airports (LAWA) with Landside Access Modernization Program (LAMP)-related legal services for property acquisitions.

2. Prior Related Actions/History of Board Actions

- **May 4, 2017 – Resolution No. 26230 (DA-5190)**
The Board of Airport Commissioners (Board) authorized the Chief Executive Officer and the City Attorney's Office to enter into a three-year legal services agreement with the Firm. The initial contract amount was for \$1,000,000. The contract called for work to be paid on an hourly basis.
- **December 14, 2017 – Resolution No. 26392 (DA-5190A)**
The Board approved a First Amendment adding funds in the amount of \$4,520,000. The focus of the amendment was to continue assisting LAWA in the planning, procurement, and transactions related to LAMP, as well as to continue assisting with related property acquisition work.
- **December 20, 2018 – Resolution No. 26668 (DA-5190B)**
The Board approved a Second Amendment adding funding in the amount of \$3,800,000. The focus continued to be on assisting LAWA in the planning, procurement, and transactions for LAMP, as well as to continue assisting with property acquisition work for LAMP.
- **March 5, 2020 – Resolution No. 26972 (DA-5190C)**
The Board approved a Third Amendment extending the contract by one year to May 3, 2021. The focus continued to be on providing LAWA with LAMP-related legal services for property acquisitions and contractual support during contract implementation.
- **April 22, 2021 – Resolution No. 27242 (DA-5190D)**
The Board approved a Fourth Amendment extending the contract by one year to May 3, 2022. The focus continued to be on providing LAWA with LAMP-related legal services for property acquisitions.

3. Current Action/Rationale

Nossaman LLP currently is handling two eminent domain matters in litigation which are set for trial in May and June of 2022. Nossaman LLP also is assisting with ongoing pre-condemnation work, such as securing resolutions of necessity, initiating litigation, and

obtaining timely prejudgment possession of parcels. Given Nossaman LLP's representation on ongoing litigation, it is in LAWA's best interest to extend the contract to allow for Nossaman LLP to handle these matters until resolution.

4. Selection Process

The Firm was retained in May of 2017 for LAMP-related legal services for property acquisitions following a Request for Proposal issued by the City Attorney's Office.

5. Fiscal Impact

Costs incurred under this contract will be recovered through landing fees, terminal rates and charges, and non-aeronautical revenues; however, no additional funds are required at this time.

6. Alternatives Considered

- ***Perform the Work In-House***

There is insufficient in-house City Attorney staff with this specialized expertise. Also, hiring additional in-house City Attorney staff for this work is impractical as it would not meet the immediate need for counsel with specialized expertise and experience on this matter. The City Attorney's Office will continue to provide legal services as well as closely manage the Firm's services. Therefore, it would be in the best interest of LAWA to enter into the Fifth Amendment to Contract No. DA-5190.

APPROPRIATIONS

Funds for this contract are currently available in the Fiscal Year 2021-22 Los Angeles World Airports Operating Budget in Cost Center 1110004 – Legal Services Division, Commitment Item 520 - Contractual Services. Funding for subsequent years will be requested as part of the annual budget process.

STANDARD PROVISIONS

1. This action, as a continuing administrative activity, is exempt from California Environmental Quality Act (CEQA) requirements pursuant to Article II, Section 2.f. of the Los Angeles City CEQA Guidelines.
2. The City Attorney has approved this item.
3. Actions taken on this item by the Board of Airport Commissioners will become final pursuant to the provisions of Los Angeles City Charter Section 373.
4. Nossaman LLP will comply with the provisions of the Living Wage Ordinance.
5. This item is not subject to the provisions of the Small Business Enterprise Program.
6. Nossaman LLP will comply with the provisions of the Affirmative Action Program.
7. Nossaman LLP has been assigned Business Tax Registration No. 000113159-001-0.

8. Nossaman LLP will comply with the provisions of the Child Support Obligations Ordinance.
9. Nossaman LLP has approved insurance documents, in the terms and amounts required, on file with the Los Angeles World Airports.
10. Pursuant to Charter Section 1022, it has been determined that the work specified in this contract can be performed more feasibly or economically by an Independent contractor than by City employees.
11. Nossaman LLP has submitted the Contractor Responsibility Program Questionnaire and Pledge of Compliance and will comply with the provisions of the Contractor Responsibility Program.
12. Nossaman LLP has been determined by the Department of Public Works, Office of Contract Compliance, to be in full compliance with the provisions of the Equal Benefits Ordinance.
13. Nossaman LLP will comply with the provisions of the First Source Hiring Program for all non-trade LAX Airport jobs.
14. Nossaman LLP has submitted the Bidder Certification CEC Form 50 and Bidder Contributions CEC Form 55 and will comply with its provisions.
15. Nossaman LLP will be required to comply with the provisions of the Iran Contracting Act

**FIFTH AMENDMENT
TO PROFESSIONAL SERVICES CONTRACT NUMBER DA-5190
BETWEEN
THE CITY OF LOS ANGELES
AND
NOSSAMAN, LLP**

THIS FIFTH AMENDMENT to Contract Number **DA-5190** 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 NOSSAMAN, LLP (hereinafter referred to as "Outside Counsel").

WITNESSETH

WHEREAS, the City and Outside Counsel entered into a contract wherein Outside Counsel agreed to assist the City Attorney with property acquisitions, pre-condemnation work, securing resolutions of necessity and initiating litigation, and securing timely prejudgment possession of parcels, public contracting, public transportation systems/facilities transactions associated with the new Landside Access Modernization Program and other related legal services, said Contract effective May 4, 2017, 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 extending the term to May 3, 2023; 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 II, paragraph A, Period of Performance, is amended to extend the contract by one year as follows:

This Agreement shall begin on May 4, 2017 and shall continue until May 3, 2023, unless terminated earlier under the provisions of this Agreement.

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 (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 _____
Kathleen Kenealy
Chief Deputy

Date _____

NOSSAMAN LLP

By  _____
David Graeler, Partner
Date February 24, 2022

APPROVED AS TO FORM
MICHAEL N. FEUER, City Attorney

By  _____
Anne Haley
Assistant City Attorney

Date 2/24/22

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