



Los Angeles World Airports

REPORT TO THE

BOARD OF AIRPORT COMMISSIONERS

4

Item Number

 Approved by: City Attorney

 Reviewed by: City Attorney

 City Attorney

 Justin Erbucci – Interim Chief Executive Officer

Meeting Date:

3/5/2019

CAO Review:

Completed
 Pending
 N/A

Reviewed for	Date	Approval Status	By
Finance	2/20/2020	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N <input type="checkbox"/> NA	RW
CEQA	2/11/2020	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N	PI
Procurement	2/13/2020	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N <input type="checkbox"/> Cond	LK
Guest Experience	2/20/2020	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N	BY
Strategic Planning	2/11/2020	<input type="checkbox"/> Y <input type="checkbox"/> N <input checked="" type="checkbox"/> NA	KV

SUBJECT: Third Amendment to DA-5190 with Nossaman LLP

Approve the Third Amendment to Contract No. DA-5190 with Nossaman LLP to continue providing Los Angeles World Airports (LAWA) with Landside Access Modernization Programs (LAMP) related legal services for property acquisition and contractual support during contract implementation. The Third Amendment will extend the contract by one year to May 3, 2021.

RECOMMENDATIONS:

Management RECOMMENDS that the Board of Airport Commissioners:

- ADOPT the Staff Report.
- DETERMINE that this action is administratively exempt from the California Environmental Quality Act (CEQA) pursuant to Article II, Section 2.f of the Los Angeles City CEQA Guidelines.
- FIND that, pursuant to Charter Section 371(e)(2), competitive bidding for these professional services would not be practicable or advantageous.
- FIND that, pursuant to Charter Section 371(e)(10), competitive bidding for this work would be undesirable, impractical or impossible.
- FIND that, pursuant to Charter Section 1022, this work can be performed more economically or feasibly by an independent contractor than by City employees.

6. APPROVE the Third Amendment to Contract No. DA-5190 with Nossaman LLP, to continue providing LAWA with LAMP related legal services for property acquisition and contractual support during contract implementation. The Third Amendment will extend the contract by one year to May 3, 2021.
7. AUTHORIZE the Chief Executive Officer to execute the Third Amendment to Contract No. DA-5190 after approval as to form by the City Attorney.

DISCUSSION:

1. Purpose

The Third Amendment to Contract No. DA-5190 (Contract) will allow the law firm of Nossaman LLP (Firm) to continue providing LAWA with LAMP related legal services for property acquisition and contractual support during contract implementation.

2. Prior Related Actions

May 4, 2017 – Resolution No. 26230 (DA-5190)

The Board of Airport Commissioners (BOAC) 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 BOAC approved a First Amendment adding funds in the amount of \$4,520,000. The focus on the amendment was to continue assisting LAWA in the planning, procurement and transactions of LAMP, as well as to continue assisting with property acquisition work for LAMP.

December 20, 2018 – Resolution No. 26668 (DA-5190B)

The BOAC approved a Second Amendment adding funding in the amount of \$3,800,000. The focus continued with assisting LAWA in the planning, procurement and transactions of LAMP, as well as to continue assisting with property acquisition work for LAMP.

3. Current Action

The current Contract expires on May 3, 2020. The property acquisition work involves assisting LAWA and the City Attorney with property acquisitions, pre-condemnation work, securing resolutions of necessity and initiating litigation and timely prejudgment possession of parcels.

Legal support during contract implementation involves advising LAWA on assessing availability payment deductions and non-compliance point deductions for failure to meet certain contraction requirements, assessing claims, and advising on potential change orders for both of the major LAMP projects. The 30-year, \$4.9 billion Automated People Mover (APM) project, and the 28-year, \$2 billion, contract Consolidated Rent-A-Car Center (ConRAC).

Action Requested

Approve the Third Amendment to DA-5190 with Nossaman LLP to extend the contract by one year to May 3, 2021.

Fiscal Impact

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

4. 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 interests of LAWA to enter into the Third Amendment to Contract No. DA-5190.

APPROPRIATIONS:

Funds for this amendment are currently available in the Fiscal Year 2019-20 Los Angeles World Airports Operating Budget in LAX Cost Center 1110004 – Legal Services Division, Commitment Item 520 - Contractual Services, or they may be provided through other Board appropriations. Funding for subsequent periods will be requested as part of the annual budget process.

STANDARD PROVISIONS:

1. This item, as a continuing administrative, maintenance and personnel-related activity, is administratively exempt from California Environmental Quality Act (CEQA) requirements pursuant to Article II, Section 2.f of the Los Angeles City CEQA Guidelines.
2. The Second Amendment to Contract will be approved by the City Attorney as to form.
3. The Second Amendment to Contract will become final pursuant to the provisions of Los Angeles City Charter Section 373.
4. Nossaman LLP will comply with the provisions of City Charter Section 609(e) and related ordinances.
5. Nossaman LLP will comply with the provisions of the Living Wage Ordinance.
6. This item is not subject to the provisions of the Small Business Enterprise Program.
7. Nossaman LLP will comply with the provisions of the Affirmative Action Program.
8. Nossaman LLP has been assigned Business Tax Registration Certificate No. 0000113159-001-0.
9. Nossaman LLP will comply with the provisions of the Child Support Obligations Ordinance.
10. Nossaman LLP has approved insurance documents, in the terms and amounts required, on file with the Los Angeles World Airports.

11. 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.
12. Nossaman LLP has submitted the Contractor Responsibility Program Questionnaire and Pledge of Compliance and will comply with the provisions of the Contractor Responsibility Program.
13. Nossaman LLP must be determined by the Office of Contract Compliance to be in full compliance with the provisions of the Equal Benefits Ordinance prior to execution of Amendment.
14. Nossaman LLP will comply with the provisions of the First Source Hiring Program for all non-trade LAX Airport jobs.
15. Nossaman LLP has submitted the Bidder Certification CEC Form 50 and Bidder Contributions CEC Form 55 and will comply with its provisions.
16. This action is not subject to the provisions of the Iran Contracting Act.