

0150-12334-0000

TRANSMITTAL

TO Justin Erbacci, Chief Executive Officer Department of Airports	DATE 09/08/2023	COUNCIL FILE NO.
FROM The Mayor	COUNCIL DISTRICT 11	

**Proposed First Amendment to Contract DA-5464 with Kaplan Kirsch & Rockwell LLP for
Specialized Legal Services Associated with the Landside Access Modernization Program
Public and Other Related Projects at Los Angeles International Airport**

Transmitted for further processing, including Council consideration. See the
City Administrative Officer report attached.


MAYOR
(Chris Thompson for)

MWS/PJH/JVW:DG:10230178t

REPORT FROM

OFFICE OF THE CITY ADMINISTRATIVE OFFICER

Date: June 05, 2023

CAO File No. 0150-12334-0000

Council File No.

Council District: 11

To: The Mayor

From: Matthew W. Szabo, City Administrative Officer

Reference: Correspondence from Los Angeles World Airports Board of Airport Commissioners (Board) dated March 16, 2023 and April 3, 2023; referred by the Mayor for a report on March 16, 2023

Subject: **RESOLUTION NO. 27694 AND PROPOSED FIRST AMENDMENT TO CONTRACT DA-5464 WITH KAPLAN KIRSCH & ROCKWELL LLP FOR SPECIALIZED LEGAL SERVICES ASSOCIATED WITH THE LANDSIDE ACCESS MODERNIZATION PROGRAM AND OTHER RELATED PROJECTS AT LOS ANGELES INTERNATIONAL AIRPORT**

RECOMMENDATION

That the Mayor:

1. Approve the Los Angeles World Airports (LAWA) proposed Resolution No. 27694 authorizing a proposed First Amendment to Contract DA-5464 with Kaplan Kirsch & Rockwell LLP increasing the contract authority by \$550,000 to \$750,000 and extending the term by two years from October 1, 2023 to September 30, 2025, to continue assisting LAWA and the City Attorney with legal services pertaining to the Landside Access Modernization Program (LAMP) public contracting, advisory and claims work, and other LAMP-related services;
2. Adopt the California Environmental Quality Act (CEQA) determinations of the April 3, 2023 Board of Airport Commissioners (Board) Resolution 27694, that this action is exempt from CEQA pursuant to Article II, Section 2(i) of the Los Angeles City CEQA Guidelines; and
3. Authorize the LAWA Chief Executive Officer, or designee, to execute the proposed amendment and return the Resolution to LAWA for further processing, including Council consideration.

SUMMARY

On April 3, 2023, the Los Angeles World Airports (LAWA) Board of Airport Commissioners (Board) adopted Resolution 27694 authorizing approval of a First Amendment to Contract DA-5464

(Agreement) with Kaplan Kirsch & Rockwell LLP (Kaplan Kirsch) to increase the contract authority by \$550,000 from \$200,000 to \$750,000 and extend the term by two years through September 30, 2025. Kaplan Kirsch will continue to assist LAWA and the City Attorney with highly-specialized, regulatory, and litigation services associated with the Landside Access Modernization Program (LAMP). The current three-year contract remains in force through September 30, 2023. All other terms and conditions of the contract remain unchanged.

The proposed First Amendment has been approved as to form by the City Attorney. Pursuant to Charter Section 373 and Los Angeles Administrative Code Section 10.5, Council approval is required because the cumulative contract term exceeds three years. Our Office has reviewed the request and recommends approval.

BACKGROUND

On April 3, 2023 and March 16, 2023, the Board approved Resolution 27694 and a LAWA staff report requesting approval to execute a First Amendment to Contract DA-5464 with Kaplan Kirsch. The firm was contracted by LAWA on October 1, 2020 to provide legal support for public contracting, advisory and claims work, and other Landside Access Modernization Program (LAMP) initiatives, most specifically, the Consolidated Rent-A-Car (ConRAC) project.

Pursuant to City Charter Sections 272(c) and 275, proprietary City departments, through their Boards, and with written consent of the City Attorney, may contract with attorneys outside of the City Attorney's Office to assist the City Attorney in providing legal services to the proprietary departments. LAWA has, with authorization from the City Attorney, elected to contract with Kaplan Kirsch & Rockwell LLP for legal advising services relating to matters that compromise the LAMP, such as various legal claims made by the developer, LA Gateway Partners (LAGP).

Legal Consulting Services - As reported by LAWA staff, Kaplan Kirsch has provided legal support services for potential payment deductions, non-compliance point deductions for failure to meet certain contract milestones, assessing claims, and advising on potential change orders for the ConRAC since the effective date of the contract. As a result of a significant increase in the number of claims and contract disputes between LAWA and the developer, Kaplan Kirsch's specialized legal services to LAWA and the City Attorney are required to meet the growing demand.

It is important to note that construction projects as large as the ConRAC can and has resulted in numerous legal claims and change orders. As such, legal representation is essential to quickly analyze and address conflicts that arise to avoid construction delays or punitive damages. The City Attorney's Office does not have a sufficient number of in-house staff with the required subject matter knowledge, necessary experience, or bandwidth to effectively represent LAWA in such cases. Kaplan Kirsch possesses the specialized legal expertise and adequate staffing levels to counsel LAWA and the City Attorney on the complex construction claims associated with the ConRAC.

Pending Legal Claims - Kaplan Kirsch has exhausted several hours working with the LAWA ConRAC project team, City Attorney, and participated in Project Neutral Hearings to evaluate the

validity of the allegations produced by LAGP. Currently, Kaplan Kirsch is defending LAWA and the City Attorney against claims brought by LAGP which involve disputed change orders, labor inefficiencies, and delay claims. As a result of scheduling impacts caused by delays in obtaining permits from the authorities having jurisdiction, LAGP is seeking compensation in the form of additional time to enable the completion of various Non-Operations and Facilities Work.

Benefits of Retaining Existing Consultant - Hiring a new consultant is not recommended and may be counterproductive to LAWA and the City Attorney because of the considerable amount of time that would be required to familiarize a new law firm with the vast number of pending legal claims associated with the project. In fact, given the nature of the disputes and the complexity of the ConRAC project, it would be largely inefficient for the City to procure a new law firm. As a result of Kaplan Kirsch's experience and familiarity with the pending disputes, LAWA believes it is imperative to preserve the services of this consultant to defend LAWA's legal position against claims associated with the ConRAC. Extending the term of the contract for an additional two years will provide continuity and allow Kaplan Kirsch to continue as the legal advisor for LAWA and the City Attorney to provide project-specific counsel and formulate recommendations or relief efforts to help settle existing legal disputes. Additionally, Kaplan Kirsch will provide legal guidance on environmental, federal regulatory, real property matters, and other LAX initiatives such as the Cargo Modernization Program, Terminal 9 Project, and Multiple Award Task Order Contract (MATOC) Program.

Cost and Funding – The Department indicates that the original contract authority of \$200,000 was exhausted in 2022, however, Kaplan Kirsch, LAWA, and the City Attorney collectively agreed to continue working together to resolve pending claims against LAWA, with the understanding that the Department would request a contract amendment to add additional time to the term and increase the contract authority to compensate the consultant for the services rendered. The table below summarizes the billing timeframe and amounts owed to Kaplan Kirsch through March 31, 2023:

Kaplan Kirsch & Rockwell LLP – Contract No. DA-5464	
Contract Authority and Expenditures	
Description of Budget Activities	Amount
Total Contract Authority as of October 1, 2020	\$200,000
Expenditures - October 1, 2020 – September 30, 2021	(\$4,208)
Expenditures - October 1, 2021 – September 30, 2022	(\$365,571)
Expenditures - October 1, 2022 – March 31, 2023	(\$35,505)
Total Contract Expenditures	(\$405,283)
Remaining Contract Value (Total Contract Authority less Total Contract Expenditures)	(\$205,283)
Proposed First Amendment Amount	\$550,000
Funding available for costs April 1, 2023 – September 30, 2025	\$344,717

* April and May invoices have yet to be received.

Through March 31, 2023, and based on invoices received, LAWA incurred a total of \$405,283 in legal costs and owes Kaplan Kirsch \$205,283 for unpaid services. Authorizing the First Amendment to the Agreement will enable LAWA and the City Attorney to retain the necessary legal support to

address technical complex dispute proceedings and provide sufficient contract capacity to compensate Kaplan Kirsch for the legal services totaling \$205,283 already rendered and allow \$344,717 for forthcoming work.

CITY COMPLIANCE

The City Attorney has reviewed the proposed contract as to form and legality. The proposed Agreement includes provisions to ensure compliance with applicable City Ordinances, contracting, and insurance requirements. In accordance with Charter Section 373 and Administrative Code Section 10.5(a) and 10.5(b)(2), the contract requires Council approval because the total term of the Agreement exceeds three years. Additionally, Kaplan Kirsch & Rockwell LLP will be required to comply with the provisions of City Charter Section 609(e) and related ordinances. The Department's Procurement Services Division staff has reviewed this action and determined that no subcontracting opportunities were identified, subsequently, no mandatory Business Inclusion goals were established.

California Environmental Quality Act (CEQA) – On March 16, 2023, the Board determined that the proposed First Amendment with Kaplan Kirsch & Rockwell LLP to assist the Los Angeles World Airports and the City Attorney with legal services pertaining to the Landside Access Modernization Program will not directly impact the environment and is exempt from CEQA pursuant to Article II, Section 2(i) of the Los Angeles City CEQA Guidelines.

FISCAL IMPACT STATEMENT

Approval of the proposed First Amendment to Contract DA-5464 with Kirsch & Rockwell LLP to increase the contract authority by \$550,000 to \$750,000, and add two additional years to the contract term to continue legal advising services to LAWA and the City Attorney on public contracting, advisory and claims work, and other Landside Access Modernization Program projects will have no impact on the City's General Fund. Costs associated with the proposed Amendment are included in Los Angeles World Airports' Fiscal Year 2022-23 Operating Budget in Cost Center 1110004 - Legal Services Division, Commitment Item 520 - Contractual Services. Accordingly, the proposed First Amendment to the Agreement will not result in a net increase to the Department's Capital Improvement Programs. Funding for subsequent years will be requested as part of LAWA's annual budget process. The actions of the proposed Agreement comply with the Los Angeles World Airports' adopted Financial Policies.

Attachment 1 – BOAC March 16, 2023 Report and April 3, 2023 Resolution

March 28, 2023

The Honorable Karen Bass
Mayor, City of Los Angeles
City Hall – Room 303
Los Angeles, CA 90012

ATTN: Heleen Ramirez, Legislative Coordinator
ATTN: Thomas Arechiga, Deputy Legislative Coordinator

LAX

Van Nuys

City of Los Angeles

Karen Bass
Mayor

Board of Airport
Commissioners

Beatrice C. Hsu
President

Valeria C. Velasco
Vice President

Gabriel L. Eshaghian
Matthew M. Johnson
Nicholas P. Roxborough
Belinda M. Vega
Karim Webb

Justin Erbacci
Chief Executive Officer

RE: Request to approve the First Amendment to Contract DA-5464 with the law firm of Kaplan Kirsch & Rockwell LLP

In accordance with Executive Directive No. 4, we are transmitting a copy of the specified board report for the request to approve the First Amendment to Contract DA-5464 with the law firm of Kaplan Kirsch & Rockwell LLP to assist the Los Angeles World Airports and the City Attorney with legal services pertaining to the Landside Access Modernization Program public contracting, advisory and claims work, and other Landside Access Modernization Program-related services. The First Amendment will increase the contract by \$550,000 to a total of \$750,000, and add two additional years to the term.

City Council approval is required pursuant to Section 373 of the Los Angeles City Charter.

Sincerely,



Justin Erbacci
Chief Executive Officer

JPE:MSA:ksf
Attachments





Item Number
here

Report to the BOARD OF AIRPORT COMMISSIONERS

Approver:

Tim Dazé, Assistant General Counsel
City Attorney's Office

Reviewer:

Brian C. Ostler, City Attorney

Justin Erbacci (Mar 10, 2023 13:48 PST)

Justin Erbacci, Chief Executive Officer

Meeting Date

3/16/2023

Needs Council Approval: ☒ Y

Reviewed for/by	Date	Approval Status	By
Finance	3/3/2023	<input checked="" type="checkbox"/> Y <input type="checkbox"/> NA	JS
CEQA	2/27/2023	<input checked="" type="checkbox"/> Y	bms
Procurement	3/1/2023	<input checked="" type="checkbox"/> Y <input type="checkbox"/> Cond	BG
Guest Experience	3/2/2023	<input checked="" type="checkbox"/> Y	TB
Strategic Planning	3/2/2023	<input checked="" type="checkbox"/> Y	BNZ

SUBJECT

Request to approve the First Amendment to Contract DA-5464 with the law firm of Kaplan Kirsch & Rockwell LLP to assist the Los Angeles World Airports and the City Attorney with legal services pertaining to the Landside Access Modernization Program public contracting, advisory and claims work, and other Landside Access Modernization Program-related services. The First Amendment will increase the contract by \$550,000 to a total of \$750,000, and add two additional years to the term.

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.i 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. APPROVE the First Amendment to Contract DA-5464 with the law firm of Kaplan Kirsch & Rockwell LLP to assist the Los Angeles World Airports and the City Attorney with legal services pertaining to the Landside Access Modernization Program public contracting, advisory and claims work, and other Landside Access Modernization Program-related

services. The First Amendment will increase the contract by \$550,000 to a total of \$750,000 and add two additional years to the term.

5. AUTHORIZE the Chief Executive Officer, or designee, to execute the above-referenced amendment upon approval as to form by the City Attorney and approval by the Los Angeles City Council.

DISCUSSION

1. Purpose

The proposed First Amendment to Contract DA-5464 with the law firm of Kaplan Kirsch & Rockwell LLP (Kaplan Kirsch, Firm) is to continue the assistance provided to the Los Angeles World Airports (LAWA) and the City Attorney for legal services pertaining to the Landside Access Modernization Program (LAMP) public contracting, advisory and claims work, and other LAMP-related services. The First Amendment will increase the contract by \$550,000 to a total of \$750,000, and add two additional years to the current three-year term.

2. Prior Related Actions/History of Board Actions

- **October 1, 2020 – Resolution No. 27114 (DA-5464)**

The Board of Airport Commissioners authorized the Chief Executive Officer and the City Attorney's Office to enter into a three-year legal services agreement with the law firm of Kaplan Kirsch. The initial contract amount was for \$200,000. The contract called for work to be paid on an hourly basis.

3. Current Action/Rationale

Legal support during contract implementation involves advising LAWA on assessing availability payment deductions and non-compliance point deductions for failure to meet certain contract requirements, assessing claims, and advising on potential change orders for the Consolidated Rental Car Project (ConRAC). Commencing in 2021, the number of claims and contract disputes between LAWA and the Developer, LA Gateway Partners (LAGP), increased significantly, thereby increasing the need for Kaplan Kirsch's specialized legal services to support the ConRAC team and the City Attorney's Office. The numerous disputes have resulted in counsel engaging in regular meetings with the LAWA ConRAC Project team to address and evaluate the various claims being submitted by LAGP. Moreover, legal support has been needed during a series of lengthy negotiations between the parties that did not resolve disputes pertaining to some of the larger claims. Additionally, legal support has been necessary to support the project team during the formal Project Neutral hearings, including formal legal briefings, in-person meetings and presentations to the Project Neutral. As a result of these negotiations and technically complex and highly involved dispute proceedings, Kaplan Kirsch has almost expended the not-to-exceed amount budgeted under the contract.

While many of these claims have been resolved, LAWA staff and the City Attorney's Office believe that it would be both cost effective and advantageous for the City to have Kaplan Kirsch continue providing legal support and assisting the ConRAC Project team and the City Attorney until the construction phase is complete.

4. Selection Process

The City Attorney's Office issued a Request for Proposals for LAMP public contracting, advisory and claims work, and other LAMP-related services counsel for LAWA. After reviewing the proposals submitted, the City Attorney's Office determined that Kaplan Kirsch was one of the most qualified firms.

5. Fiscal Impact

This contract is still within the term of three years; however, an additional two years is being requested, as well as an additional appropriation of \$550,00 for a not-to-exceed amount of \$750,000, to finance the additional services needed to support the City Attorney's Office.

6. Alternatives Considered

- ***Take No Action***

Presently, the City Attorney's Office does not have sufficient expertise or personnel to address the vast array of complex and multifaceted construction transactions and disputes in which LAWA is engaged or will be engaged in during the next few years. Furthermore, the legal expertise for these tasks is temporary and occasional in nature, and thus, the employment of permanent public contracting/construction litigation counsel is not justified. To provide the necessary support to LAWA for these services, the City Attorney is recommending the continued assistance of outside counsel.

APPROPRIATIONS

Funds for this contract are available in the Fiscal Year 2022-2023 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. Any activity (approval of bids, execution of contracts, allocation of funds, etc.) for which the underlying project has previously been evaluated for environmental significance and processed according to the requirements of the California Environmental Quality Act (CEQA) is exempt from further review pursuant to Article II, Section 2.i of the Los Angeles City CEQA Guidelines. The Landside Access Modernization Program Environmental Impact Report (EIR) was certified by the Board of Airport Commissioners for this project on March 2, 2017 (Resolution 26185).
2. The proposed document(s) is/are subject to approval as to form by the City Attorney.
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. Kaplan Kirsch & Rockwell LLP will be required to comply with the provisions of City Charter Section 609(e) and related ordinances.

5. Kaplan Kirsch & Rockwell LLP is required by contract to comply with the provisions of the Living Wage Ordinance.
6. This item is not subject to the provisions of the SBE/LBE/DVBE Program.
7. Kaplan Kirsch & Rockwell LLP is required by contract to comply with the provisions of the Affirmative Action Program.
8. Kaplan Kirsch & Rockwell LLP has been assigned Business Tax Registration Certificate No. 0002939999-0001-9.
9. Kaplan Kirsch & Rockwell LLP is required by contract to comply with the provisions of the Child Support Obligations Ordinance.
10. Kaplan Kirsch & Rockwell LLP has approved insurance documents, in the terms and amounts required, on file with Los Angeles World Airports.
11. Pursuant to Charter Section 1022, staff determined that the work specified in this contract can be performed more feasibly and economically by independent contractors than by City employees.
12. Kaplan Kirsch & Rockwell LLP has submitted the Contractor Responsibility Program Pledge of Compliance and will comply with the provisions of the Contractor Responsibility Program.
13. Kaplan Kirsch & Rockwell LLP has been determined by Public Works, Office of Contract Compliance, to be in compliance with the provisions of the Equal Benefits Ordinance.
14. Kaplan Kirsch & Rockwell LLP will be required to comply with the provisions of the First Source Hiring Program for all non-trade LAX Airport jobs.
15. Kaplan Kirsch & Rockwell LLP has submitted the MLO Bidder Certification CEC Form 50 and Bidder Contributions CEC Form 55 and will comply with their provisions.
16. This action is not subject to the Iran Contracting Act of 2010.

April 3, 2023

The Honorable City Council
of the City of Los Angeles
(via email)

Subject: First Amendment to Contract DA-5464 with Kaplan Kirsch & Rockwell LLP

Pursuant to Section 373 of the City Charter, enclosed for your approval is the First Amendment to Contract DA-5464 with Kaplan Kirsch & Rockwell LLP that was approved by the Board of Airport Commissioners at its March 16, 2023 meeting. There is no impact to the General Fund.

LAX

Van Nuys

City of Los Angeles

Karen Bass
Mayor

**Board of Airport
Commissioners**

Beatrice C. Hsu
President

Valeria C. Velasco
Vice President


Gabriel L. Eshaghian
Matthew M. Johnson
Nicholas P. Roxborough
Belinda M. Vega
Karim Webb

Justin Erbacci
Chief Executive Officer

RECOMMENDATIONS FOR CITY COUNCIL:

1. Adopt the determination by said Board that this action is exempt from the California Environmental Quality Act (CEQA) pursuant to Article II, Section 2.i of the Los Angeles City CEQA Guidelines; and
2. Approve the First Amendment to Contract DA-5464 with Kaplan Kirsch & Rockwell LLP to increase the contract authority by \$550,000, for new total of \$750,000, and extend the term by two (2) years, covering legal services for Los Angeles World Airports pertaining to the Landside Access Modernization Program public contracting, advisory and claims work, and other related services; and
3. Concur with said Board's action on March 16, 2023, by Resolution 27694, authorizing the Chief Executive Officer, or designee, of Los Angeles World Airports to execute said First Amendment to Contract DA-5464 with Kaplan Kirsch & Rockwell LLP.

Very truly yours,



Grace Miguel, Commission Executive Assistant II
BOARD OF AIRPORT COMMISSIONERS

Enclosures

cc: Trade, Travel and Tourism Committee
Councilmember Park, e-file
Councilmember McOsker, e-file
Councilmember Soto-Martinez, e-file
CAO (Airport Analyst), e-file
CLA (Airport Analyst), e-file
City Clerk's Office, e-file



RESOLUTION NO. 27694

WHEREAS, on recommendation of Management, there was presented for approval, First Amendment to Contract DA-5464 with Kaplan Kirsch & Rockwell LLP to increase the contract authority by \$550,000, for new total of \$750,000, and extend the term by two (2) years, covering legal services for Los Angeles World Airports pertaining to the Landside Access Modernization Program public contracting, advisory and claims work, and other related services; and

WHEREAS, under said contract with Kaplan Kirsch & Rockwell LLP (Kaplan Kirsch), the legal support during contract implementation involves advising Los Angeles World Airports (LAWA) on assessing availability payment deductions and non-compliance point deductions for failure to meet certain contract requirements, assessing claims, and advising on potential change orders for the Consolidated Rental Car Project (ConRAC). Commencing in 2021, the number of claims and contract disputes between LAWA and the developer, LA Gateway Partners (LAGP), increased significantly, thereby increasing the need for Kaplan Kirsch's specialized legal services to support the ConRAC team and the City Attorney's Office. The numerous disputes have resulted in counsel engaging in regular meetings with the LAWA ConRAC project team to address and evaluate the various claims being submitted by LAGP. Moreover, legal support has been needed during a series of lengthy negotiations between the parties that did not resolve disputes pertaining to some of the larger claims. Additionally, legal support has been necessary to support the project team during the formal Project Neutral hearings, including formal legal briefings, in-person meetings and presentations to the Project Neutral. As a result of those negotiations and technically complex and highly involved dispute proceedings, Kaplan Kirsch has almost expended the not-to-exceed amount budgeted under the contract; and

WHEREAS, while many of said claims have been resolved, LAWA staff and the City Attorney's Office believe that it would be both cost-effective and advantageous for the City to have Kaplan Kirsch continue providing legal support and assisting the ConRAC project team and the City Attorney until the construction phase is complete; and

WHEREAS, presently, the City Attorney's Office does not have sufficient expertise or personnel to address the vast array of complex and multifaceted construction transactions and disputes in which LAWA is engaged or will be engaged in during the next few years. Furthermore, the legal expertise for the tasks is temporary and occasional in nature and, thus, employment of permanent public contracting/construction litigation counsel is not justified; and

WHEREAS, funds for the contract are available in Fiscal Year 2022-2023 LAWA 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; and

WHEREAS, any activity (approval of bids, execution of contracts, allocation of funds, etc.) for which the underlying project has previously been evaluated for environmental significance and processed according to the requirements of the California Environmental Quality Act (CEQA) is exempt from further review pursuant to Article II, Section 2.i of the Los Angeles City CEQA Guidelines. The Landside Access Modernization Program Environmental Impact Report was certified by the Board of Airport Commissioners on March 2, 2017 (Resolution 26185); and

WHEREAS, Kaplan Kirsch will be required to comply with the provisions of City Charter Section 609(e) and related ordinances; and

WHEREAS, Kaplan Kirsch is required by contract to comply with the provisions of the Living Wage Ordinance, Affirmative Action Program, and Child Support Obligations Ordinance; and



WHEREAS, Kaplan Kirsch has been assigned Business Tax Registration Certificate 0002939999-0001-9; and

WHEREAS, Kaplan Kirsch has approved insurance documents, in the terms and amounts required, on file with LAWA; and

WHEREAS, pursuant to Charter Section 1022, staff determined that the work specified in the contract can be performed more feasibly and economically by independent contractors than by City employees; and

WHEREAS, Kaplan Kirsch has submitted the Contractor Responsibility Program Pledge of Compliance, and will comply with the provisions of said program; and

WHEREAS, Kaplan Kirsch has been determined by Public Works, Office of Contract Compliance, to be in compliance with the provisions of the Equal Benefits Ordinance; and

WHEREAS, Kaplan Kirsch will be required to comply with the provisions of the First Source Hiring Program for all non-trade Los Angeles International Airport jobs; and

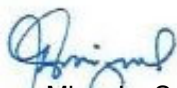
WHEREAS, Kaplan Kirsch has submitted the MLO Bidder Certification CEC Form 50 and Bidder Contributions CEC Form 55, and will comply with their provisions; and

WHEREAS, 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;

NOW, THEREFORE, BE IT RESOLVED that the Board of Airport Commissioners adopted the Staff Report; determined that this action is exempt from the California Environmental Quality Act (CEQA) pursuant to Article II, Section 2.i of the Los Angeles City CEQA Guidelines; found that the work can be performed more economically or feasibly by an independent contractor than by City employees; approved the First Amendment to Contract DA-5464 with Kaplan Kirsch & Rockwell LLP to increase the contract authority by \$550,000, for new total of \$750,000, and extend the term by two (2) years, covering legal services for Los Angeles World Airports pertaining to the Landside Access Modernization Program public contracting, advisory and claims work, and other related services; and authorized the Chief Executive Officer, or designee, to execute said First Amendment to Contract DA-5464 with Kaplan Kirsch & Rockwell LLP after approval as to form by the City Attorney and approval by the Los Angeles City Council.

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I hereby certify that this Resolution No. 27694 is true and correct, as adopted by the Board of Airport Commissioners at its Regular Meeting held on Thursday, March 16, 2023.



Grace Miguel – Secretary
BOARD OF AIRPORT COMMISSIONERS

**FIRST AMENDMENT
TO PROFESSIONAL SERVICES CONTRACT NUMBER DA-5464
BETWEEN
THE CITY OF LOS ANGELES
AND
KAPLAN KIRSCH & ROCKWELL LLP**

THIS FIRST AMENDMENT to Contract Number **DA-5464** is made and entered into by and between the City of Los Angeles, a municipal corporation (hereinafter referred to as the "City"), and its Board of Airport Commissioners (hereinafter referred to as the "Board"), acting through the Office of the City Attorney (hereinafter referred to as "City Attorney"), and KAPLAN KIRSCH & ROCKWELL 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 and LAWA with legal representation pertaining to the Landside Access Modernization Program (LAMP) public contracting, advisory and claims work and other LAMP related services, said Contract effective October 1, 2020, 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 purposes of adding the sum of Five Hundred and Fifty Thousand Dollars (\$550,000), thereby increasing the total contract amount not to exceed Seven Hundred and Fifty Thousand Dollars (\$750,000) and add two years to the contract; 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 Hundred and Fifty Thousand Dollars (\$550,000) and to read as follows:

The Airport Board of Commissioners has appropriated Seven Hundred and Fifty Thousand Dollars (\$750,000) 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. Section II, paragraph A, Period of Performance, is amended to extend the contract by two years as follows:

This Agreement shall begin on October 1, 2020 and shall continue until September 30, 2025, unless terminated earlier under the provisions of this Agreement.

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

4. 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.

5. 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.

.....

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

Date _____

By _____
Tatiana Starostina
Chief Financial Officer
Department of Airports


Date _____

THE CITY OF LOS ANGELES,
HYDEE FELDSTEIN SOTO, City Attorney

By _____
Kathleen Kenealy
Chief Deputy City Attorney

Date _____

KAPLAN KIRSCH & ROCKWELL LLP

By  _____
Grant E. Butcher, Partner

Date 3/2/2023

APPROVED AS TO FORM
HYDEE FELDSTEIN SOTO, City Attorney

By  _____
Anne Haley
Assistant City Attorney

Date 3/6/2023

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