

**SECOND AMENDMENT  
TO AGREEMENT NO. 47592 FOR PROFESSIONAL LEGAL SERVICES**

**BETWEEN**

**THE CITY OF LOS ANGELES**

**AND**

**BDG LAW GROUP**

**THIS SECOND AMENDMENT** ("Amendment") to Contract Number 47592 is made and entered into by and between the City of Los Angeles ("City"), a municipal corporation, acting by and through the Office of the City Attorney ("City Attorney"), and Bergman Dacey Goldsmith, now known as BDG Law Group, ("Outside Counsel") hereinafter individually referred to as a "Party" and collectively as "Parties", with reference to the following:

**RECITALS**

**WHEREAS**, the City and the Outside Counsel entered into a contract wherein Outside Counsel agreed to assist the City Attorney with legal representation in advice, investigation and litigation services related to labor and employment law, and related matters, at the Department of Water and Power ("Department") (said contract effective February 1, 2020 hereinafter shall be referred to as the "Agreement"); and

**WHEREAS**, the Agreement provides for amendments; and

**WHEREAS**, the City and Outside Counsel are desirous of amending the Agreement to revise the amount appropriated for the Agreement.

**NOW, THEREFORE**, the City and Outside Counsel agree that the Amendment be amended as follows:

**AMENDMENT**

1. Agreement for Professional Legal Services is hereby amended in its entirety and replaced with the following:

"THIS AGREEMENT, Contract Number 47592, is made and entered into by and between the City of Los Angeles ("City"), a municipal corporation, acting through the Office of the City Attorney ("City Attorney"), and BDG Law Group ("Outside Counsel"), with reference to the following:"

2. Section IV, **City's Duties and Responsibilities**, Subsection A. **Key City Personnel** is hereby amended in its entirety and replaced with the following:

"B. **Key Outside Counsel Personnel**

1. City hereby appoints the City Attorney, or his or her designee, to represent the City on all matters related to this Agreement; however, any written amendment to this Agreement requiring additional funds shall be conditioned upon the approval of the additional appropriation of said funds by the Department of Water and Power. The City Attorney's Supervising Attorneys shall be Assistant City Attorney Jennifer Gregg and the Chief Deputy City Attorney. On all matters relating to invoices the City Attorney's representative shall be the City Attorney's Chief Financial and Administrative Officer."

3. Section V, **Compensation**, subsection A. **Appropriation of Funds** is hereby amended in its entirety and replaced with the following:

"A. **Appropriation of Funds**

The Los Angeles Department of Water and Power has appropriated an additional \$53,200 for a total appropriation of \$603,200 for this Agreement. Outside Counsel's work pursuant to this Agreement shall not exceed that amount without the prior written approval of the General Manager Board of Water and Power Commissioners and 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."

4. **Reference to Agreement**. Except as herein amended, all other terms and conditions shall remain in full force and effect.

5. **Merger**. This Amendment supersedes all prior communications and all previous written and oral agreements, and shall constitute the complete and exclusive statement of understanding among the City, City Attorney and Outside Counsel relating to the subject matter of this Amendment.

6. **Effectiveness**. This amendment shall become effective March 1, 2023.

7. Signatures. This Agreement may be executed in one or more counterparts, and by the Parties in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. The Parties further agree that facsimile signatures or signatures scanned into .pdf (or signatures in another electronic format designated by City) and sent by e-mail shall be deemed original signatures.

**IN WITNESS WHEREOF** the Parties hereto have caused this Agreement to be executed by their respective duly authorized representatives on the day and year written below. By signing below, the signatories attest that they have no personal, financial, beneficial, or familial interest in this amendment.

DEPARTMENT OF WATER AND POWER OF  
THE CITY OF LOS ANGELES BY  
BOARD OF WATER AND POWER  
COMMISSIONERS  
OF THE CITY OF LOS ANGELES

Date: \_\_\_\_\_

By: \_\_\_\_\_  
JANISSE QUIÑONES  
Chief Executive Officer and Chief Engineer

Date: \_\_\_\_\_

And: \_\_\_\_\_  
CHANTE L. MITCHELL  
Board Secretary

THE CITY OF LOS ANGELES, a municipal corporation  
HYDEE FELDSTEIN SOTO, City Attorney

Date: \_\_\_\_\_

By \_\_\_\_\_  
VALERIE FLORES  
Chief Assistant City Attorney


BDG LAW GROUP

Date: June 20, 2024

By \_\_\_\_\_  
  
MICHELE M. GOLDSMITH  
Contract Administrator

APPROVED AS TO FORM  
HYDEE FELDSTEIN SOTO, City Attorney

Date: June 26, 2024 By \_\_\_\_\_

  
JENNIFER GREGG  
Assistant City Attorney