

NON-EXCLUSIVE CONCESSION AGREEMENT

BETWEEN

THE CITY OF LOS ANGELES

DEPARTMENT OF AIRPORTS

AND

BOINGO WIRELESS INC.

FOR

WIRELESS FIDELITY (WI-FI) INTERNET ACCESS

SERVICE AT LAX

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**NON-EXCLUSIVE CONCESSION AGREEMENT BETWEEN THE CITY OF LOS
ANGELES DEPARTMENT OF AIRPORTS AND BOINGO WIRELESS INC. FOR
WIRELESS FIDELITY (WI-FI) INTERNET ACCESS SERVICE AT LAX**

THIS NON-EXCLUSIVE CONCESSION AGREEMENT, is made and entered into this _____ day of _____, 2015 in Los Angeles, California by and between the **CITY OF LOS ANGELES**, a municipal corporation (hereinafter referred to as "City") acting by order of and through its Board of Airport Commissioners (hereinafter referred to as "Board") and **BOINGO WIRELESS INC.** a Delaware Corporation (hereinafter referred to as "Concessionaire").

BASIC INFORMATION

The following Basic Information contains a summary of certain information contained in this Agreement, and such Basic Information is subject to further explanation or definition elsewhere in this Agreement. The initially-capitalized terms used in this Agreement shall have the respective meanings ascribed to such terms in this Agreement, unless the context otherwise requires.

Agreement Date:	June 26, 2015 (the "Effective Date")
City	THE CITY OF LOS ANGELES DEPARTMENT OF AIRPORTS, a municipal corporation, acting by order of and through its Board of Airport Commissioners
City's Address	
Notices	All notices sent to City under this Agreement shall be sent to: Department of Airports Commercial Development Group 1 World Way Post Office Box 92216 Los Angeles, California 90009-2216 or such other address as may be designated in a written notice from Executive Director in accordance with Section 15.0.

	<p>with copies to:</p> <p>Office of City Attorney 1 World Way Post Office Box 92216 Los Angeles, California 90009-2216</p> <p>or to such other address as may be designated in a written notice from Executive Director in accordance with Section 15.0.</p>
Payments	<p>All fees payable to City or LAWA hereunder shall be made payable to:</p> <p>the City of Los Angeles, Department of Airports</p> <p>and shall be wire transferred to City's bank account as designated in writing by the Executive Director or shall be mailed to:</p> <p>City of Los Angeles-LAWA P.O. Box 54078 Los Angeles, CA 90054-0078 RE. LAX Concession Agreement No. LAA-_____</p> <p>or to such other address as may be designated in a written notice from Executive Director in accordance with Section 15.0</p>
Concessionaire	Boingo Wireless, Inc.
Concessionaire's Address:	<p>Boingo Wireless, Inc. Nick Hulse, President 10960 Wilshire Blvd., Suite 800 Los Angeles, CA 90024</p> <p>Telephone: (310) 586-4020 Facsimile: (310) 586-4010 nhulse@boingo.com</p> <p>All notices sent to Concessionaire under this Agreement shall be sent to the above address, with copies to:</p>

	<p>Patrick Magnarelli 10960 Wilshire Blvd. Suite 800 Los Angeles, CA. 90024 Telephone: (310) 309-5931 E-mail: pmagnarelli@boingo.com</p> <p>Efren D. Medina Jr. Director, Business & Legal Affairs (310) 586-4064 - Office (310) 586-4060 - Fax E-mail: emedina@boingo.com</p> <p>or such other addresses as may be designated in a written notice from Concessionaire in accordance with Section 15.0</p>
Registered Agent:	<p>Concessionaire's registered agent for service of process is:</p> <p>CSC – Lawyers Incorporating Service 2710 Gateway Oaks Dr., Ste. 150N Sacramento, CA 95833</p> <p>or such other Registered Agent as may be designated in a written notice from Concessionaire in accordance with Section 16.5.</p>
Expiration Date:	June 30, 2022, unless earlier terminated or extended as provided herein.
Investment Commitment	\$1,500,000
Faithful Performance Guarantee:	Initially, Two Hundred Thousand Dollars (\$200,000) [one quarter of the Base Annual Fee], as such amount may be adjusted in accordance with Section 5.12. See Exhibit "E" for form of Irrevocable Letter of Credit.

RECITALS

WHEREAS, City deems it necessary for such promotion and accommodation of air commerce and air navigation that convenient public wireless internet access be provided throughout the Airports;

WHEREAS Concessionaire acknowledges that other Wi-Fi systems exist at LAX, including, but not limited to, Wi-Fi systems for passengers in food and retail concession areas and airline premium passenger lounges;

WHEREAS, City and Concessionaire desire to enter into a Non-Exclusive Concession Agreement to provide Wi-Fi service at LAX;

WHEREAS, City and Concessionaire have based this Agreement on Concessionaire's Proposal provided in response to LAWA's "Request for Proposals for Wireless-Fidelity (Wi-Fi) Internet Access Service Concession at LAX;"

NOW, THEREFORE, the parties hereto, for and in consideration of the promises and of the covenants and conditions hereinafter stated to be kept and performed by the respective parties hereto, DO MUTUALLY AGREE AS FOLLOWS:

Section 1.0 Definitions.

Defined terms used in this Agreement and not defined elsewhere in the text are used with the meanings specified in this section.

1.1 "Airport Terminals", "Terminal Facilities", and "Terminal" are used interchangeably herein and shall mean the Passenger Terminal and Passenger commuter facilities Buildings at LAX, as they exist on the date hereof, any additions made thereto during the term of this Agreement, and any new Terminal(s) constructed at the LAX during the term of this

Agreement.

1.2 "Assigned Area" and "Designated Areas" are the public area or areas of the Airport Terminals designated by this Agreement, and all Exhibits hereto, as the place or places where the business of Concessionaire may be conducted.

1.3 "City" shall mean the City of Los Angeles Department of Airports, a municipal corporation, acting by order of and through its Board of Airport Commissioners.

1.4 City of Los Angeles, Department of Airports is also referred to herein as Los Angeles World Airports or "LAWA."

1.5 "Concessionaire Access Page" shall mean Concessionaire's Landing Page which contains the Terms and Conditions that include Limitations of Liability, User Responsibilities, Privacy Policy, and Indemnity that users must accept to gain Wi-Fi access.

1.6 "Concessionaire's Roaming Partners" shall mean all entities that have an agreement with Concessionaire, including the Concessionaire itself and its subsidiary companies, to provide wireless internet access to their customers transacted on a fixed price per session basis (for example, per day).

1.7 "Concessionaire's Wholesale Partners" shall mean all entities that have an agreement with Concessionaire, including the Concessionaire itself and its subsidiary companies, to provide wholesale access for data carriage to their customers via the Concessionaire's network transacted based on a variable formula, which may include but is not limited to the amount of data or minutes consumed, number of users or devices.

1.8 "Concessionaire's Subcontractors" shall mean those individuals or entities that from time to time would be engaged in subcontracting activities on behalf of Concessionaire.

1.9 "Connection" shall mean one or more successful connections within a twenty-four hour period to Concessionaire's Wi-Fi network by a single user, authenticated and authorized to connect to Concessionaire's Wi-Fi network.

1.10 "CPI" shall mean the Consumer Price Index of the Bureau of Labor Statistics of the U.S. Department of Labor for CPI-U (all urban consumers) for Los Angeles- Riverside- Orange County, CA (all items 1982- 1984 equals one hundred). In the event that the compilation and/or publication of the CPI shall be discontinued, then the index most nearly the same as the CPI shall be used to make such calculation (as reasonably determined by the Executive Director).

1.11 "Executive Director" shall mean the Executive Director of the Department of Airports of the City of Los Angeles and her/his duly appointed representative, or any Acting Executive Director, as from time to time may be appointed by City and shall include such person or persons as may from time to time be authorized in writing by City or by the Executive Director to act for him/her with respect to any or all matters pertaining to this Agreement.

1.12 "Gross Revenues" includes, without limitation, any fees, income or revenue derived from the sale of products, services, advertising on or access to the Wi-Fi System, or the provision of any other services related or attributed to the products or services provided on the Wi-Fi System, less deductions in the amount of sales or excise taxes levied by any governmental entity other than the City, as further detailed in Section 5.0 ("Compensation for Concession Rights").

1.13 "Landing Page," "Welcome Page," "First Page," and "Splash Page" are defined and used interchangeably to refer to the first page upon which a user would land inside the Walled Garden when opening his or her browser to use the Wi-Fi service.

1.14 "LAX Facilities" includes the public areas of Terminals 1-8, Tom Bradley International Terminal (TBIT) and the American Eagle Remote Terminal (excluding curbside

and jet-bridges), as further described in this Agreement.

1.15 "Walled Garden" means an environment that controls the user's access to Web content and services. In effect, the Walled Garden directs the user's navigation within particular areas, to allow access to a selection of material, or prevent access to other material.

1.16 "Wireless Service" and "Wi-Fi" and "Service" shall mean unlicensed wireless activities using IEEE 802.11a,b,g,n, or ac (collectively 802.11(x)).

Section 2.0 Term of Agreement.

2.1 Commencement Date. The Commencement date of the Agreement is June 26, 2015.

2.2 Termination Date. The Termination Date of the Agreement is June 30, 2022, subject however, to earlier termination as provided elsewhere in this Agreement, including but not limited to, LAWA's right to unilaterally cancel the Agreement after year five subject to a buy-out of undepreciated Qualified Investments as set forth below.

2.3 LAWA Right to Unilaterally Terminate. LAWA shall have the unilateral right to terminate this Agreement at any time after June 30, 2017, subject to a buy-out of Concessionaire's undepreciated Qualified Investments as set forth in Exhibit C. LAWA shall exercise the Unilateral Right to Terminate via written notice from the Executive Director. LAWA shall use good faith efforts to provide notice to Concessionaire at least six months prior to the effective date of the termination.

Section 3.0 Service.

3.1 City hereby grants to Concessionaire the non-exclusive right to install, maintain and operate a Wireless Service and supporting infrastructure that provides free and pay-for-use Wi-Fi internet access at LAX. Concessionaire acknowledges that City has entered into other

Agreements pursuant to which other Concessionaires are and will be providing Wi-Fi Service at LAX. City reserves the right to extend rights and privileges to other entities (existing and new) at LAX. Concessionaire agrees to coordinate with the previous Wi-Fi Concessionaire to assure a seamless transition with no interruption in service. Concessionaire's activities and services shall not prohibit any other LAX concessionaires' ability to provide Wi-Fi Service.

3.2 Concessionaire will be responsible for providing free and pay-for-use Wi-Fi access to passengers in all the public areas of Terminals 1-8, TBIT and the American Eagle Remote Terminal (excluding jet-bridges), as further described in this Agreement, through either upgrading the existing Wi-Fi equipment or installing new equipment to meet the required bandwidth standards. Concessionaire may also provide Service to LAWA tenants, concessionaires, and other operators at LAX, as approved, in writing by LAWA.

3.3 Concessionaire shall provide Wireless Service, including, but not limited to, operating and maintaining a public access Wi-Fi solution in the LAX Facilities; designing, installing, testing, repairing, upgrading and managing all necessary infrastructure to create, operate, and maintain a hybrid free/pay Wi-Fi system for use by passengers and provide service to paid subscribers and Concessionaire's Roaming Partners in designated public areas at LAX terminals. LAWA shall have the right, on an annual basis, to require Concessionaire to adjust minimum speeds in order to ensure that the Complimentary LAX Wi-Fi remains current with advancing Wi-Fi technology and performance at other top tier U.S. airports. Such decision to request adjustment to the minimum speeds to be made by the Executive Director, in his or her sole discretion.

3.3.1 Free and Pay for Use Service. Concessionaire will provide Free and Pay-for-Use Wi-Fi Service to passengers as follows:

3.3.1.1 Complimentary (Free with Advertising/Sponsorship).

Concessionaire will provide passengers with complimentary Wi-Fi service

with a minimum bandwidth of 5 Mbps (in compliance with the performance standards and based on the defined test criteria as set forth in Exhibit A). There shall be no more than one 30 second advertisement or sponsorship message per 45 minute session. The duration and/or minimum band width of free Wi-Fi access may be modified by Concessionaire subject to written approval of the Executive Director, in his or her sole discretion.

3.3.1.2 Standard Pay-for-Use.

Concessionaire will provide passengers with Standard Pay-for-Use Wi-Fi service at a minimum bandwidth of 10 Mbps (in compliance with the performance standards and based on the defined test criteria as set forth in Exhibit A) for session times and corresponding fees as proposed by Concessionaire and approved by LAWA. Concessionaire shall charge users a Standard Pay-for-Use fee per session. The Standard Pay-for-Use fee will be approved by the Executive Director in his or her sole discretion. Concessionaire may request to adjust the Standard Pay-for-Use fee to meet market conditions subject to approval in writing of the Executive Director in his/her sole discretion. There shall be no advertising or sponsorship after Concessionaire's paid Wi-Fi Access Page. The pre-approved Standard Pay-for-Use fee will initially be \$5.95 per two (2) hour session and \$7.95 per 24-hour session.

3.3.1.3 Premium Pay-for-Use.

Concessionaire will provide passengers with Premium Pay-for-Use Wi-Fi service at a minimum bandwidth of 20 Mbps (in compliance with the performance standards and based on the defined test criteria as set forth in Exhibit A) for session times and corresponding fees as proposed by

Concessionaire and approved by LAWA. Concessionaire shall charge users a Premium Pay-for-Use fee per session. The Premium Pay-for-Use fee will be approved by the Executive Director in his or her sole discretion. Concessionaire may request to adjust the Premium Pay-for-Use fee to meet market conditions subject to approval in writing of the Executive Director in his/her sole discretion. There shall be no advertising or sponsorship after Concessionaire's Paid Wi-Fi Access Page. The pre-approved Premium Pay-for-Use fee will initially be \$5.95 per two (2) hour session, and \$7.95 per 24-hour session.

3.3.1.4 Concessionaire's Wholesale and/or Roaming Partners.

Concessionaire may allow passengers to access either Standard Pay-for-Use and Premium Pay-for-Use through an existing Concessionaire Roaming Partner Agreement or Concessionaire Wholesale Partner Agreements pursuant to which Concessionaire will receive compensation for that access from Concessionaire's Roaming Partners and/or Concessionaire's Wholesale Partners, with no direct charge to the passenger.

3.4 Concessionaire's Wi-Fi Access Page shall include clear Terms and Conditions that include Limitations of Liability, User Responsibilities, Privacy Policy, and Indemnity that users must accept to gain Wi-Fi access. Such Terms and Conditions will be subject to the pre-approval by Executive Director.

3.5 Concessionaire shall provide 24-7 customer service for its Wi-Fi solutions in all terminals at LAX.

3.6 Concessionaire shall provide the Service in the Assigned Area to persons who have the ability to access the Service via their own computer, cell phone, tablets, personal digital assistant ("PDA"), or other portable devices compatible with the Service (individually or collectively "Users"). Concessionaire shall be responsible, and bear the expenses, for surveying the Assigned Area for Service compatibility and implementation, designing and engineering the necessary network to provide the Service, determining the extent of Service coverage in the Assigned Area, and installing, maintaining and repairing the equipment ("Equipment") supplied by Concessionaire and used to provide the service. Such Equipment is set forth in Exhibit B, attached hereto and incorporated by reference herein. Concessionaire shall be responsible for maintaining the Equipment, providing customer support to users, and billing and collecting Service fees from users.

3.7 Concessionaire shall not expand any area of Concessionaire's Wi-Fi access beyond that permitted herein (or provide any additional Service prior to implementing the expansion of Service) prior to obtaining the written approval of the Executive Director, such approval to be at the sole discretion of the Executive Director.

3.8 The number, type and location of equipment and fixtures and Wi-Fi Service may change over time based upon changing circumstances at LAX. Concessionaire is aware that airports undergo continual construction and redevelopment work and other changes while accommodating fluctuating passenger loads in a fast moving environment. The temporary or permanent relocation of equipment or fixtures during any remodeling, reconstruction, or expansion and other changes will be at Concessionaire's expense. City will endeavor to give reasonable advance written notice to Concessionaire in the event Concessionaire may be required to temporarily or permanently relocate equipment or fixtures.

3.9 Advertising and Sponsorship. Concessionaire shall be permitted to sell advertising on or secure sponsorship (subject to the restrictions set forth in this Agreement,

including but not limited to those set forth in Section 10 below) for the Wi-Fi Concession. Concessionaire agrees that LAWA shall retain the right to bring in other advertising, sponsorship and/or emerging media for the Free Wi-Fi through its current and/or future Terminal Media Operator in areas of the Concessionaire Landing Page allocated to LAWA as defined in Exhibit A.

3.9.1 Upon written approval of the Executive Director, as set forth in section 10, sponsor(s) will be allowed to (a) display their name and/or logo on the walled garden pages of the free Wi-Fi service and will be designated as the official provider of free wireless internet access for passengers at LAX in Designated Areas, and/or (b) sponsor user sessions and display up to thirty (30) seconds of video advertising or other sponsors message prior to user being granted a forty five minute Wi-Fi session.

3.9.2 Upon written approval of the Executive Director, as set forth in section 10.6, such approval to be within his or her sole discretion, Sponsor(s) may be permitted to display their name and/or logo on signage to be placed in locations in terminals at LAX promoting free Wi-Fi service availability.

Section 4.0 Installation, Improvements, Equipment, Fixtures, and Facilities.

4.1 Concessionaire will transition the operation of the existing Wi-Fi system operated by the previous Wi-Fi Concessionaire to a new Wi-Fi system to ensure seamless availability of Wi-Fi at all terminals at LAX.

4.2 Concessionaire will be solely responsible for the design, specification, installation and operation of all network components required to enhance the existing Wi-Fi system to ensure that Concessionaire can provide the quality of service levels as specified in this Agreement.

4.3 Concessionaire will install all requisite equipment to operate the Wi-Fi system to

the quality standards, in the manner and in the time frames as set forth in this Agreement, including, but not limited to, those requirements set forth in Exhibit A. Concessionaire will pay all costs incurred for the design and installation of the Wi-Fi system, including all hardware equipment, and upgraded infrastructure necessary to provide the public access Wi-Fi system at LAX to meet or exceed the required performance standards as provided herein.

4.4 Any installation or alteration of improvements, equipment, fixtures, or facilities necessary for, or incidental to, the Service of Concessionaire shall be performed by Concessionaire at its own expense. Concessionaire shall install and maintain any wiring, conduit and other connections necessary for the Wi-Fi operation. LAWA reserves the right to approve, disapprove, or modify the final selection of the system deployed due to considerations of Airports' operations.

4.5 All installations proposed must be approved by LAWA prior to construction pursuant to LAWA's requirements. Concessionaire will perform all alterations and renovations in accordance with the most current published version of the LAWA Design and Construction Handbook, except for reasonable deviations as may be approved, in writing, at the sole discretion of the Executive Director. Concessionaire will be required to coordinate all construction, installation, and relocation activities with multiple LAWA Divisions, including, but not limited to, Commercial Development, Airport Development, Information Technology, and Procurement Services Divisions, as well as airline tenants and other concessionaires. For purposes of security, there may also be a need to coordinate with Airport Police, Airport Operations and the Transportation Security Administration ("TSA"). In addition to observing a number of LAWA procedures, rules and regulations, the Concessionaire(s) and/or designated representative must attend pre-construction/installation/relocation meetings, and obtain a construction approval letter that requires adherence to various building codes, standards, and ordinances. A request for construction approval containing installation schedule, list of Wi-Fi access points and other system equipment conforming to IEEE 802.11x standards or other applicable standards, Wi-Fi access point location, any accompanying signage, and any necessary support drawings must be

submitted to the Executive Director for approval prior to installation or alteration. No such installation or alteration may be made without prior written approval of Executive Director.

4.6 Executive Director's approval shall not constitute a representation or warranty that such installation or alteration conforms to all legal and all FCC requirements.

4.7 Concessionaire, at its own expense, shall procure all permits necessary for any construction and or installation work. Concessionaire shall be responsible for all associated costs including inspection costs. Said work shall conform in all respects to the applicable statutes, ordinances, building codes, rules, and regulations of the City of Los Angeles and such other governmental authority as may have jurisdiction. City agrees to work in good faith and to cooperate with Concessionaire during the permitting process and to use reasonable commercial efforts to satisfy requests of Concessionaire regarding the design and installation of the network to provide the Service, including but not limited to the use of existing conduits/wiring.

4.8 City shall provide a means for ingress to and egress from the Assigned Area, and allow Concessionaire to have reasonable access to all areas required by Concessionaire to effect its obligations under this Agreement, except as affected and or limited by security requirements incidental to airport operations. Concessionaire is aware that a portion of the Assigned Area is located in secure areas of an Airport, and any access is subject to the requirements of the Transportation Security Administration (TSA) and other entities responsible for enforcing security measures. All rights of ingress, egress, and passage shall be subject to the requirements of the Comprehensive Airport Security Program (CASP) detailing the control of access. It is understood by the parties that the extent of service coverage by Concessionaire depends on Concessionaire's access.

4.9 Concessionaire shall indemnify, defend, and keep and hold City, including its Board and City's officers, agents, servants, and employees harmless from any and all costs, liability, damage, or expense (including costs of suit and fees and reasonable expenses of legal

services) and claims of any nature whatsoever arising as a result of Concessionaire's negligence, gross negligence, or acts or omissions of willful misconduct in the installation or alteration of the improvements, equipment, fixtures, and facilities authorized hereunder. Concessionaire shall immediately cause any and all liens that may be filed by mechanics or material men under its control or direction against the Airport premises in which said installation or alteration takes place to be satisfied and released of record in the Office of the County Recorder of Los Angeles County.

4.10 Any contracts made by Concessionaire for the performance of said installations or alterations must require of the party contracting with Concessionaire that the party obtain and record a Labor and Material Payment Bond(s).

4.11 Concessionaire understands and acknowledges that City is proceeding with a Master plan and other improvements for LAX, and at any time during the term of this Agreement, the Executive Director may require, at Concessionaire's expense and within a specified time limit in order to meet the needs of the air traveling public and others using Airport, the relocation of a portion or all of Concessionaire's equipment. City will cooperate in good faith with Concessionaire to minimize and mitigate the impact of the relocation. City shall endeavor to give reasonable advance written notice to Concessionaire in the event Concessionaire may be required to temporarily or permanently relocate equipment or fixtures.

Section 5.0 Compensation for Concession Rights.

As consideration for City's granting the concession rights herein, Concessionaire shall pay to City (1) an Annual Fee, and (2) An Annual Contingent Fee:

5.1 Base Annual Fee. Concessionaire shall pay to City each contract year, in twelve (12) equal monthly installments, due on the first day of each month, a Base Annual Fee of Eight Hundred Thousand Dollars (\$800,000), such fee to be escalated annually by CPI (The term "CPI" shall mean the Consumer Price Index of the Bureau of Labor Statistics of the U.S.

Department of Labor for CPI-U (all urban consumers) for Los Angeles- Riverside- Orange County, CA (all items 1982- 1984 equals one hundred). In the event that the compilation and/or publication of the CPI shall be discontinued, then the index most nearly the same as the CPI shall be used to make such calculation (as reasonably determined by the Executive Director), but no less than two (2) percent and,

5.2 Annual Contingent Fee. In addition to the Base Annual Fee, Concessionaire shall pay to City an Annual Contingent Fee equal to fifty percent (50%) of the annual Gross Revenue exceeding One Million Four Hundred Thousand Dollars (\$1,400,000). "Gross Revenues" includes, without limitation, any fees, income or revenue derived from the sale of products, services, advertising on or access to the Wi-Fi System, or the provision of any other services related or attributed to the products or Service provided on the Wi-Fi System, less deductions in the amount of sales or excise taxes levied by any governmental entity other than the City. Gross Revenue shall be broadly construed and shall include all revenue/consideration Concessionaire collects from Pay-for-Use transactions, advertising and sponsorship revenue, Roaming Partner Fees, Wholesale Partner Fees and all other payments including, but not limited to, fees arising from contractual services provided by Concessionaire to LAWA tenants, concessionaires, and other LAWA-approved operators at LAX, and any other revenue Concessionaire collects associated with consumer use of the Wi-Fi Service.

5.2.1 Concessionaire Roaming Partner Fee Calculations. Concessionaire shall be permitted to provide wireless internet access to Concessionaire's Roaming Partner customers for which the Concessionaire shall be compensated directly by the Concessionaire's Roaming Partner. The fee paid to the Concessionaire by the Roaming Partner shall be based on a fixed price per session, at no less than \$1.00 per individual session. For example, should Concessionaire allow a Concessionaire Roaming Partner to pay Concessionaire less than \$1.00 per connection, Concessionaire's Gross Revenue for that connection shall be calculated as \$1.00 per session. Concessionaire's Gross Revenue for such session shall be calculated as \$1.00

per session. All gross receipts determined by the Concessionaire Roaming Partners shall be counted and accrued as Gross Revenues as defined in Section 5.2 above.

5.2.2 Concessionaire Wholesale Partner Fees. Concessionaire shall be permitted to provide wireless internet access to Concessionaire's Wholesale Partners' customers for which the Concessionaire shall be compensated directly by the Concessionaire's Wholesale Partner. All revenue received from Concessionaire Wholesale Partners shall be counted and accrued as Gross Revenues as defined in Section 5.2 above.

5.2.3 For the avoidance of doubt, if an entity which has an agreement or agreements with Concessionaire to provide both: (i) fixed price per session; and (ii) variable formula prices, such that the entity could be considered both a Concessionaire Roaming Partner and a Concessionaire Wholesale Partner, then the amounts received pursuant to such agreement(s) shall be separated into the applicable category of Concessionaire Roaming Partner or Concessionaire Wholesale Partner revenue and will be applied separately toward the calculation of Gross Revenue pursuant to this Agreement.

5.3 Concessionaire shall, on a monthly basis, provide LAWA an accounting of all concession activity and revenues in an electronic format acceptable to the Executive Director.

5.4 Concessionaire shall also furnish to City detailed officer certified financial statements of revenues earned at LAX, and a resulting revenue share calculation, covering all business transactions by Concessionaire granted under this Agreement, prepared within sixty (60) days after the close of Concessionaire's contract year, and such other reasonable financial and statistical reports, including a statement of concession fees and charges paid to City by Concessionaire, as Executive Director may, from time to time, require by written notice to Concessionaire (in a form and with such detail as Executive Director may request). Such

statements shall be certified.

5.5 Fees and charges paid to City shall not include any taxes, fees or license charges that may be levied, assessed or charged by any governmental entity on Concessionaire or City. Concessionaire agrees to pay, such taxes, fees or license charges directly to the appropriate taxing agency, without involving City.

5.6 Method and Time of Payment

5.6.1 Base Annual Fee. The Base Annual Fee shall be paid, each contract year, in twelve (12) equal monthly installments. Each monthly installment shall be paid on the first day of each month during the term of this Agreement.

5.6.2 Annual Contingent Fees. In the event that Annual Contingent Fees become payable as set forth in Section 5.2, Concessionaire will pay the Annual Contingent Fees monthly by the twentieth day following the last day of the month in which they became due.

5.6.3 Concessionaire shall pay the Base Annual Fee and Annual Contingent Fees to the City of Los Angeles, Department of Airports, either by wire transfer of immediately available funds to City's Bank Account as designated by the Executive Director in writing, or by mail sent to the following remittance address:

City of Los Angeles-LAWA
P.O. Box 54078
Los Angeles, CA 90054-0078
RE: LAX Concession Agreement No. LAA-XXXX

Concessionaire shall provide concurrently, a copy of the required monthly activity and revenue report electronically to the following e-mail address (or such other address as designated in writing by the Executive Director):

Concessionsreporting@lawa.org

5.6.4 All such payments shall be made in lawful money of the United States and through a domestic branch of a United States financial institution, without demand, set-off or deduction of any kind.

5.7 Concessionaire is responsible for the payment of all taxes associated with the Concession Agreement. These taxes may include, but are not limited to, Possessory Interest Taxes, Personal Property Taxes, and City Business Taxes. In addition, Concessionaire must fully comply with the City's Business Tax Statutes. Concessionaire represents that prior to commencing work at the Airports pursuant to this Agreement, it will have registered with the City Clerk of City and have obtained and will hold from that Office a Business Tax Registration Certificate or a Business Tax Exemption Number required by City's Business Tax Ordinance (Article 1, Chapter 2, Sections 21.00 and following, of City's Municipal Code). Concessionaire shall maintain, or obtain as necessary, all such certificates required of it under said Ordinance and shall not allow any such Certificate to be revoked or suspended during the term hereof.

5.8 Concessionaire shall be responsible for collections and shall assume all financial responsibility for dishonored credit cards and loss of uncollected funds with respect to Service sold to users.

5.9 Concessionaire shall keep full and accurate books and records showing all Revenues and City shall have the right, through its representatives and with thirty (30) days written prior notice, during normal business hours, to inspect all such records as may be necessary to verify the Revenues as reported, including State of California sales tax return records. Concessionaire agrees that all such records and instruments are and shall be made available at LAX for at least a two (2) year period following the end of each annual period of this Agreement.

5.10 Operating statistics including Revenues, gross receipts, usage, and other

reasonable pertinent information for the Service at LAWA's airport facilities shall be made available to LAWA electronically. Standardized electronic data information queries and data capture shall be agreed upon between Concessionaire and LAWA.

5.11 Without waiving any other right of action available to City in the event of monetary default hereunder, in the event that Concessionaire is delinquent for a period of thirty (30) days or more in payment of any fees or rent due City pursuant to this Agreement, Concessionaire shall pay to City interest thereon at Twelve Percent (12%) or the maximum allowable rate by law, whichever is lesser, per annum from the date such fee was due and payable until paid. Such interest shall not accrue with respect to disputed charges being contested in good faith by Concessionaire.

5.12 **Faithful Performance Guarantee.**

5.12.1 General. Concessionaire shall furnish to City and maintain throughout the term of this Concession Agreement a Faithful Performance Guarantee ("FPG") to secure the faithful performance by Concessionaire of all the terms, provisions, and covenants contained herein, including, but not limited to, the payment of its Base Annual Fee, its Annual Contingent Fees, and any other specified compensation. The FPG shall be separate from any other Guarantee(s) required by City. The initial amount of the FPG shall be one-quarter (1/4) of the first year's Base Annual Fee as specified in this Agreement. If the Concessionaire's monthly monetary obligation to City is thereafter increased or decreased in excess of ten percent (10%), then the amount of the Concessionaire's FPG shall, within thirty (30) days after receiving written notice from City, correspondingly be increased or decreased.

5.12.2 The FPG shall be in the form of an Irrevocable Letter of Credit ("ILOC"), which shall be self-renewing from year to year, subject to termination upon sixty

(60) days written notice to City drawn on a bank located in the County of Los Angeles. The FPG must be approved as to form by the City Attorney. A copy of the required bank site to be used by City and an acceptable form of ILOC is attached as Exhibit E. Concessionaire shall substitute Exhibit E with a new Exhibit E in the event that the bank issuing the FPG changes the form and/or content of the site attached as Exhibit E.

5.12.3 Concessionaire shall furnish such FPG in duplicate within thirty (30) days after award of this Agreement or within thirty (30) days following notice of adjustment of the Annual Fee. If, for any reason, said Guarantee is not provided by Concessionaire and/or is not thereafter maintained in sufficient amount throughout the term hereof, City, subject to the notice requirements of this Agreement may terminate this Concession Agreement. Upon the expiration or earlier termination of this Concession Agreement, and if Concessionaire has satisfied all of its obligations to City hereunder, City shall relinquish to Concessionaire said Guarantee following such expiration or earlier termination and satisfaction of all obligations to City.

The Guarantee shall be submitted to:

City of Los Angeles, Department of Airports
Attn: Accounting/Revenue FPG Administrator
6053 W. Century Blvd., Suite 500
Los Angeles, CA 90045

Section 6.0 Audit of Concessionaire's Records.

6.1 Executive Director may, from time to time, examine and audit any and all of Concessionaire's books, records, reports, and accounts related to Concessionaire's business authorized herein to be conducted under this Agreement in order to verify the applicable amounts due City from Concessionaire. Said books, records, reports, and accounts shall be retained by Concessionaire until the information therein has been audited or examined by City and the

results of said audit or examination have been agreed to, in signed writing, by City and Concessionaire.

6.2 Concessionaire agrees that the Executive Director, or his or her authorized representative, may inspect any data collection systems of Concessionaire's Service installed at Airport at all reasonable times.

6.3 Concessionaire agrees that examination of its books, data storage systems, ledgers, journals, and accounts relating to the Service will be conducted in accordance with generally accepted auditing standards, as applicable in the circumstances, and that, as such, said examination does not require a detailed audit of all transactions. Testing and sampling methods may be used in verifying records submitted by Concessionaire. Deficiencies may be ascertained by applying a percentage of error obtained from such testing and sampling techniques to the entire audit period, and such examination will be binding upon Concessionaire and to that end shall be admissible in court to prove any amounts due to City from Concessionaire.

Section 7.0 Warranty.

Concessionaire warrants that the services provided herein shall conform to the highest and best professional standards, in accordance with all the rules and regulations of the Federal Communications Commission (FCC), and that Concessionaire shall use the most appropriate bandwidth to deliver the Service based on standards as approved by Executive Director.

Section 8.0 Ownership of Equipment.

Title of all new improvements, equipment, fixtures, and facilities installed, constructed, and placed in and about City's property, together with all additions and alterations thereto made during the term of this Concession Agreement by Concessionaire shall remain in Concessionaire during the term. Upon the expiration of the term hereof (or upon termination of this Concession Agreement), hereof, title to the improvements, equipment, fixtures, and facilities shall vest in

City and remain in place. Concessionaire agrees, however, that City may (in its sole discretion) require Concessionaire, at Concessionaire's expense, to remove the improvements, equipment, fixtures, and facilities and restore the Assigned Area wherein the same were installed, or the affected portions thereof, to its original condition, reasonable wear and tear excepted. All such removals by Concessionaire must be completed, and the Assigned Area restored in their original condition (less reasonable wear and tear), within sixty (60) days of the expiration or termination, whichever occurs first.

Section 9.0 Maintenance and Repair of Improvements, Equipment, Fixtures, and Facilities.

Concessionaire, at its own cost and expense, shall maintain its Service and the assigned areas wherein the Equipment to provide service is installed in good condition and repair and in compliance with all requirements of the law. Concessionaire shall also maintain all of the areas where the Equipment to provide Service is located in a neat and clean condition, free from all litter, trash, scrap papers, and similar debris, and perform all such work as is necessary to maintain said equipment and areas in an attractive condition. Failure to comply with this Section 9 will, at the option of the Executive Director, result in termination of this Concession Agreement after fifteen (15) days written notice to Concessionaire by City (following Concessionaire's failure to comply with a written Notice to Correct within thirty (30) days).

Section 10.0 Quality of Concession Service.

10.1 Concessionaire shall provide service consistent with the standards set forth in Exhibit A. Exhibit A defines the minimum character, quantitative and qualitative elements of service that Concessionaire will provide.

10.2 All employees of Concessionaire shall, at all times while on duty at Airport, conduct themselves with exemplary demeanor, be courteous and polite to the public, and not engage in any raucous or offensive conduct. Executive Director shall be the sole judge as to

whether the conduct of the employees of Concessionaire meets with requirements hereof. Upon notice from Executive Director of said nonconformity herewith, Concessionaire shall immediately thereafter take all steps necessary to eliminate the condition which caused a complaint to be made.

10.3 Neither Concessionaire, nor any of its employees, shall conduct, transact, or otherwise carry on any business or service on Airport property that is not specifically authorized in accordance with the terms of this Concession Agreement.

10.4 City acknowledges that Concessionaire will present users with a Concessionaire Landing Page which provides users the means to accept the Terms and Conditions of the Service and to connect to the Internet. Concessionaire shall provide to the Department of Airports (LAWA), at no additional charge to LAWA, a standard area on this page of a size defined in Exhibit A for the City to display content of the Executive Director's choosing. City agrees to supply Concessionaire with this LAWA content in a computer-readable format per the specifications supplied by Concessionaire.

10.5 Internet Advertisements. An Airport is by its nature, a family environment in which the presence of children may reasonably be expected at all times. Concessionaire shall insure that all Advertising that it accepts conforms to standards of good taste which generally prevail in the placing of commercial advertising in public places. Concessionaire shall comply with the Advertising/Sponsorship requirements set forth in Exhibit A, including, but not limited to, not displaying or otherwise producing or publishing any of the following types of Advertising/Sponsorship on the LAX Wi-Fi Service:

10.5.1 Advertising/Sponsorship which is obscene or indecent, or promotes hatred, bigotry, violence or intolerance, or which is offensive to the moral standards of the community or contrary to prevailing standards of adults in the

greater metropolitan area of the City of Los Angeles as to suitability for display to a captive audience which include minors;

10.5.2 Advertising/Sponsorship which is deceptive, false or misleading in any way;

10.5.3 Advertising/Sponsorship which proposes an illegal transaction;

10.5.4 Any Advertising/Sponsorship which is illegal under applicable Law, including without limitation, under the Lanham Act, California trademark and unfair competition laws, the patent and copyright laws of the United States, and California Business and Professions Code Sections 17200 and 17500;

10.5.5 Advertising/Sponsorship which in any way reflects negatively on the character, integrity or standing of any individual, firm or corporation;

10.5.6 Political Advertising/Sponsorship or Advertising/Sponsorship of sexual contraceptives, tobacco, alcohol or adult-oriented businesses;

10.5.7 Content that violates any Intellectual Property rights of a third party; or

10.5.8 Advertising/Sponsorship of any rental car company that is not a concessionaire of the Airport, or any automobile parking lot or automobile parking garage that is not located on the Airport.

10.5.9 Advertisements/Sponsorships may include static display or video. Customers will only be required to watch one advertisement or video sponsorship clip of a maximum length of 30 seconds per 45 minute use of the Complimentary Service. Customers may be offered the option to download an item, provide information, make a purchase, or other similar interactive action, so long as

Customers are also presented an equally visible option to bypass these interactive items.

10.5.10 Pop-up advertising is not allowed unless approved by the Executive Director in writing. Interactive advertising, in which customers are **required** to download an item, provide information, make a purchase or similar type of interactive requirements are not allowed.

10.5.11 The City reserves the right, in its reasonable discretion, to further restrict or prohibit the content of Advertising copy in furtherance of any proprietary and/or legitimate, substantial governmental interest. The City shall have no liability to Concessionaire for requiring Concessionaire to refuse or remove advertising or sponsorship in the City's exercise of its rights under this Agreement. The Executive Director shall have the absolute right and authority to demand removal and Concessionaire shall remove any advertising or sponsorship which was not submitted for the Executive Director's approval or which was disapproved by the Executive Director, or which is not in accordance with the advertising submitted for the Executive Director's approval, or which is prohibited by this Agreement.

10.5.12 Concessionaire media and/or sponsorship agreements shall in no way bind the City as to the advertising and/or sponsorships to be displayed nor shall such media agreements obligate the City to provide or approve advertising or sponsorships for Concessionaire's advertisers or sponsors. All such Advertising at the Airport shall be subject to approval of the Executive Director as to content and form pursuant to the standards set herein and all of Concessionaire's media agreements (sponsorship and/or advertising) shall so state.

10.5.13 Concessionaire shall provide to the Executive Director or his or her authorized representative an electronic copy of any advertising or sponsorship at least 48 hours prior to posting to the Wi-Fi Splash Page for Director's approval. Any Advertising content not meeting the approval of the Director will require immediate removal of any related advertising from the Wi-Fi Splash Page.

10.6 Signs and Promotional Materials. Concessionaire shall not erect or display, or permit to be erected or displayed, on the assigned space or the equipment installed thereon, any sign or advertising matter of any kind without first obtaining the written consent of Executive Director. Copy for signs, promotional materials and advertising shall be submitted to Executive Director for review at least five (5) business days prior to the anticipated date of installation. The Executive Director shall have sole discretion and the final right to approve or disapprove such sign or advertising material. Concessionaire agrees to be bound by the determination of the Executive Director. Advertising or promotional display copy shall be deemed accepted by LAWA, if within five (5) business days of its submittal to Executive Director, LAWA has failed to provide Concessionaire with notice of disapproval.

10.7 Business Plan. Concessionaire shall annually prepare and present to the City, within the thirty (30) days prior to the end of each fiscal year, a business plan concerning its operations under this Agreement for the next twelve (12) months describing its proposed activities including plans to add, replace or upgrade equipment, and to enhance its level of service including minimizing its equipment as technology advances permit and any proposed adjustments to the Buyout provisions set forth in Exhibit C. Concessionaire shall also provide a marketing plan.

10.8 If harmful interference occurs to Concessionaire's signal or if Concessionaire causes harmful interference with any signal not Concessionaire's, Concessionaire and City will, in good faith, work together to resolve the matter. City shall be the full and final arbiter of this issue, and Concessionaire will fully comply with the solution proposed by the Executive Director

as the full and final solution.

10.9 Digital Media Standards. Concessionaire shall comply with and shall cause all third parties to whom Concessionaire grants rights with respect to information and data under this Agreement to comply with all applicable Laws regarding the protection, use and maintenance of such information and data, expressly including each of the requirements set forth below:

10.9.1 Viruses. Concessionaire represents and warrants that (a) Concessionaire shall use commercially reasonable efforts to ensure the services, including any Content or other information, provided by Concessionaire pursuant to this Agreement are free from viruses, spyware, and other similar harmful and destructive code, and (b) Concessionaire shall not insert into any Content or City system (which shall include any City technical infrastructure located at the Airport), any Destructive Mechanisms and shall not invoke such mechanisms at any time, including upon expiration or termination of this Agreement for any reason.

10.9.2 In General. Concessionaire will maintain and enforce information and data privacy and security procedures with respect to its access to, use and storage of all City Data and Personal Data that (a) are at least equal to industry standards taking into consideration the sensitivity of the relevant City Data or Personal Data, and the nature and scope of the service to be provided, (b) are in accordance with the City's reasonable security requirements, (c) comply with all applicable international, foreign, federal, state and local Laws, and (d) provide reasonably appropriate administrative, technical, and physical safeguards to protect against accidental or unlawful destruction, loss, alteration or unauthorized disclosure, access or use of the City Data and Personal Data. Without limiting the generality of the foregoing, Concessionaire will take all reasonable measures to secure and

defend its location and equipment against “hackers” and others who may seek, without authorization, to modify or access Concessionaire systems or the information found therein without the consent of the City. Concessionaire will periodically test its systems for potential areas where security could be breached. Concessionaire will report to the City immediately any breaches of security or unauthorized access to Concessionaire systems that Concessionaire detects or of which it becomes aware. Concessionaire will use diligent efforts to remedy such breach of security or unauthorized access in a timely manner and deliver to the City a root cause assessment and future incident mitigation plan with regard to any breach of security or unauthorized access affecting City Data.

10.9.3 Personal Data. In connection with this Agreement and its performance hereunder, Concessionaire may be provided or obtain, from City, users of the Facilities or otherwise, Personal Data, pertaining to Airport users and to City’s current and prospective personnel, directors and officers, agents, subcontractors, investors, and customers and may need to Process such Personal Data and/or transfer it, all subject to the restrictions set forth in this Agreement and otherwise in compliance with all applicable foreign and domestic Laws for the sole purpose of performing the Permitted Uses under this Agreement.

10.9.4 Treatment of Personal Data. Without limiting any other warranty or obligation specified in this Agreement, and in particular the confidentiality provisions of this Section, during the Term of this Agreement and thereafter in perpetuity, Concessionaire will not gather, store, log, archive, use, or otherwise retain any Personal Data in any manner and will not disclose, distribute, sell, share, rent, or otherwise transfer any Personal Data to any third-party, except in accordance with Law and as expressly required to perform its obligations in this Agreement or as Concessionaire may be expressly directed or permitted in advance in writing by City. Concessionaire represents and warrants that

Concessionaire will use and Process Personal Data only in compliance with (a) this Agreement, (b) City's then current privacy policy, and (c) all applicable Laws (including, but not limited to, current and future Laws relating to spamming, privacy, confidentiality, data security, and consumer protection, including California Civil Code Section 56.10 and the California Business and Professions Code, Sections 22575-22579) (collectively, the "Privacy and Security Laws").

10.9.5 Retention of Personal Data. Concessionaire will not retain any Personal Data for any period longer than necessary for Concessionaire to fulfill its obligations under this Agreement. As soon as Concessionaire no longer needs to retain such Personal Data in order to perform its duties under this Agreement, Concessionaire will promptly return or destroy or erase all originals and copies of such Personal Data.

10.9.6 Compelled Disclosures. To the extent required by applicable Law, Concessionaire may disclose Confidential Information in accordance with such Law, subject to the following conditions: as soon as possible after becoming aware of such Law and prior to disclosing Confidential Information pursuant thereto, Concessionaire will so notify the City in writing and, if possible, Concessionaire will provide the City notice not less than five (5) Business Days prior to the required disclosure. Concessionaire will use reasonable efforts not to release Confidential Information pending the outcome of any measures taken by the City to contest, otherwise oppose, or seek to limit such disclosure by Concessionaire and any subsequent disclosure or use of Confidential Information that may result from such disclosure. Concessionaire will cooperate with and provide assistance to City regarding such measures. Notwithstanding any such compelled disclosure by Concessionaire, such compelled disclosure will not otherwise affect Concessionaire's obligations hereunder with respect to Confidential Information so disclosed.

10.9.7 Compliance with Federal and State Confidentiality Requirements. The City is subject to applicable federal and state Laws and Concessionaire agrees to maintain the confidentiality of all such records and information in accordance with such Laws.

10.9.8 City Data. All of the City Data to which Concessionaire has access, or which is otherwise provided to Concessionaire under this Agreement, shall be and remain the property of City and City shall retain exclusive rights and ownership thereto. The City Data shall not be used by Concessionaire for any purpose other than as required or expressly permitted under this Agreement, nor shall such City Data or any part of such City Data be disclosed, sold, assigned, leased, or otherwise disposed of to third-parties by Concessionaire or commercially exploited or otherwise used by or on behalf of Concessionaire, its officers, directors, employees, or agents, except as expressly permitted under this Agreement.

10.9.9 Security Breach. Concessionaire shall notify City of any security, or suspected security, breach of any City Data or Confidential Information or data covered under applicable federal regulations set forth in 12 C.F.R. Part 30, or under California Civil Code 1798.82, or any other breach of Confidential Information immediately following discovery, if the information was, or is reasonably believed to have been acquired by an unauthorized person. Notification must be given in the most expedient time possible and without unreasonable delay. Written confirmation must be sent to the City within three (3) days of discovery or notification of the breach or suspected breach.

10.9.10 Additional Procedures in the Event of Security Breach of Personal Data. Upon City's determination that a misuse or security breach of Personal Data has occurred or is reasonably possible, Concessionaire shall fully cooperate with City

in rectifying any misuse, including notifying all affected City customers. City shall determine, in its sole discretion, the content and means of delivery of the customer notice. Concessionaire will bear all reasonable costs and expenses for mitigation actions, to the extent required by Law, incurred as a result of security breach primarily caused directly or indirectly by Concessionaire, including but not limited to, the administrative cost of opening and closing accounts, printing new checks, embossing new cards, notice, print and mailing, and obtaining credit monitoring services and identity theft insurance for City customers whose Personal Data has or may have been compromised.

10.9.11 Additional Procedures for the Identification of Possible Instances of Identity Theft. Concessionaire acknowledges that City has certain obligations to identify patterns, practices, and specific forms of activity that indicate the possible existence of identity theft (defined as fraud committed using the identifying information of another person), pursuant to Section 114 of the Fair and Accurate Credit Transactions Act of 2003 and its implementing regulations promulgated by the Office of the Comptroller of the Currency, 12 C.F.R. Part 41. Concessionaire, to the extent that it holds or otherwise has access to data that is subject to the Fair and Accurate Credit Transactions Act, agrees to establish, maintain and update reasonably effective policies and procedures to detect, prevent, and mitigate the risk of identity theft, and to promptly notify and report to City upon request, any instances where Concessionaire detects potential identity theft in the course of its duties pursuant to this Agreement. Concessionaire further agrees to immediately report to City any confirmed instances of identity theft. In furtherance thereof, Concessionaire agrees to be guided by the examples of identity theft "Red Flags" (defined as a pattern, practice, or specific activity that indicates the possible existence of identity theft) set forth in Supplement A to Appendix J to 12 C.F.R. Part 41. Upon request by City, Concessionaire agrees to confirm in writing and,

when specified, demonstrate to City its compliance with the requirements of this Section 5.1.3.

10.10 Concessionaire shall periodically review the quality of the Service with the City. Concessionaire will make improvements to the Service in cases that the Service fails to meet the required standards.

10.11 Concessionaire agrees to adhere to LAWA's wireless policy and procedures once enacted by LAWA. LAWA will provide Concessionaire a draft of the wireless policy and procedures for comments prior to enactment.

Section 11.0 City's Right of Re-Entry.

City shall, as an additional remedy, upon the giving of written notice of termination for reasons as provided in Sections 2.3, 28.0 and 29.0 hereof, have the right to re-enter the Assigned Areas and every part thereof, on the effective date of termination without further notice of any kind, and may regain and resume possession, either with or without the institution of legal proceedings or otherwise. Such re-entry, regaining or resumption of possession, however, shall not in any manner impede Concessionaire's ability to remove such equipment as provided in Section 8.0 of this Agreement or affect, alter, or diminish any of the obligations of Concessionaire under this Agreement, and shall in no event constitute an acceptance or surrender.

Section 12.0 Waiver of Redemption and Damages.

Concessionaire hereby waives any and all rights to redemption granted by or under any present or future law or statute arising in the event City obtains or retains possession of the Assigned Areas in any lawful manner. Concessionaire further agrees that in the event the manner or method employed by City in re-entering or regaining possession of the Assigned Areas gives rise to a cause of action in Concessionaire in forcible entry and detainer under the

laws of the State of California, then the total amount of damage to which Concessionaire shall be entitled in any such action shall be the sum of One Dollar (\$1.00). Concessionaire agrees that the provisions of this Section 12 may be filed in any such action as its stipulation fixing the amount of damages to which it would be entitled therein.

Section 13.0 City's Right to Agreement With Others Regarding Concession Rights and Assigned Area.

13.1 Concessionaire agrees that City reserves the right to grant to tenants of the Airport the right to provide Wireless Service connectivity in the Airport.

13.2 City upon termination or cancellation pursuant to Sections 2.2, 2.3, 28.0 and 29.0 hereof or upon re-entry, regaining, or resumption of possession pursuant to Section 14 hereof, may occupy the Assigned Area or may lease or reassign the same to others. City shall have the right to permit any person, firm, or corporation to enter upon said Assigned Areas and use the same. Such occupation by City or other Concessionaire or lessees may be only of a part of the Assigned Areas, or of the whole thereof, or of a part of the Assigned Areas, or of the whole thereof, or of a part thereof together with other space, and for a period of time the same as, or different from, the balance of the term hereunder remaining, and on the terms and conditions the same as, or different from, those set forth in this Concession Agreement. City shall also, upon termination or cancellation pursuant to Sections 2.2, 2.3, 28.0 and 29.0 hereof, or upon its re-entry, regaining, or resumption of possession pursuant to Section 11 hereof, have the right to repair or to make such other changes in the Assigned Areas as are necessary in its judgment to maintain the suitability thereof for uses and purposes similar to those granted under this Concession Agreement. In the event either of any leasing or assigning to another by City, or of any actual use and occupancy by City, there shall be charged to the account of Concessionaire all expenses, costs and disbursements, incurred or paid by City in connection therewith. No such leasing or assigning to others by City shall be, or be construed to be, an acceptance or surrender.

Section 14.0 Surrender of Possession.

14.1 Subject to Concessionaire's rights under this Agreement, Concessionaire covenants and agrees to yield and deliver peaceably to City prompt possession of the assigned areas including any improvements and facilities installed by Concessionaire therein as of the date of termination or cancellation of this Concession Agreement, whether such termination be by cancellation, expiration, or otherwise. Concessionaire covenants and agrees that said areas, improvements, and facilities will then be in good condition, reasonable wear and tear excepted.

14.2 Subject to other provisions of this Agreement, Concessionaire shall have the right during the term of this Agreement to remove its equipment, supplies, furnishings, and other personal property from the Assigned Areas. If Concessionaire fails to remove said property on or before sixty (60) days after the termination or expiration of this Agreement, City may remove such property to a public warehouse for deposit or retain the same in its own possession and sell the same at public auction, the proceeds of which shall be applied first to the expenses of removal, storage and sale, and second, to any sums owing by Concessionaire to City, with any balance remaining to be paid to Concessionaire. If the expenses of such removal, storage and sale exceed the proceeds of sale, then Concessionaire shall pay such excess to City upon demand.

14.3 No agreement of surrender or agreement to accept a surrender shall be valid unless and until the same has been made in writing and signed by the duly authorized representatives of City and Concessionaire. Except as expressly provided in this section, neither the doing of, nor omission of, any act by any of the officers, agents, or employees of City shall be deemed an acceptance of a surrender of the assigned areas under this Concession Agreement.

Section 15.0 Notices.

15.1 **Notice to City.** Written notices to City hereunder, with a copy to the City Attorney of the City of Los Angeles, shall be given by registered or certified mail, postage

prepaid, and addressed to:

**Department of Airports
Commercial Development Group
1 World Way
Post Office Box 92216
Los Angeles, California 90009-2216**

with copies to:

**Office of City Attorney
1 World Way
Post Office Box 92216
Los Angeles, California 90009-2216**

or to such other address as City may designate by written notice to Concessionaire.

15.2 **Notice to Concessionaire.** Written notices to Concessionaire hereunder shall be given by registered or certified mail, postage prepaid, and addressed to:

**Boingo Wireless, Inc.
Nick Hulse, President
10960 Wilshire Blvd., Suite 800
Los Angeles, CA 90024**

with copies to:

**Patrick Magnarelli
10960 Wilshire Blvd. Suite 800
Los Angeles, CA. 90024**

**Efren D. Medina Jr.
Director, Business & Legal Affairs
10960 Wilshire Blvd., Suite 800
Los Angeles, CA 90024**

or to such other address as Concessionaire may designate by written notice to City.

15.3 The execution of any such notice by Executive Director shall be as effective as to as if it were executed by the Board of Airport Commissioners of the City of Los Angeles

(hereinafter referred to as "Board"), or by Resolution or Order of said Board, and Concessionaire shall not question the authority of Executive Director to execute any such notice.

15.4 All such notices, except as otherwise provided herein, may either be delivered personally to Executive Director with a copy to the Office of the City Attorney, Airport Division, in the one case, or to Concessionaire in the other case, or may be deposited in the United States mail, properly addressed as aforesaid with postage fully prepaid by certified or registered mail, return receipt requested, and shall be effective five (5) days after deposit in the mail.

Section 16.0. Insurance.

16.1 Concessionaire shall procure at its expense, and keep in effect at all times during the term of this Agreement, the types and amounts of insurance specified on Insurance, Exhibit D, attached hereto and incorporated by reference herein. The specified liability insurance (other than Workers' Compensation insurance and fire and extended coverage) shall also, either by provisions in the policies, by City's own endorsement form or by other endorsement attached to such policies, include and insure City, its Department of Airports, its Board and all of City's officers, employees, and agents, their successors and assigns, as additional insureds, against the areas of risk described on Insurance, Exhibit D, hereof with respect to any type of Concessionaire's negligent acts or omissions in its operations, use, and occupancy of the Airport or other related functions performed by or on behalf of Concessionaire in, on or about Airport.

16.2 Each specified insurance policy (other than Workers' Compensation and Employers' Liability and fire and extended coverages) shall contain a Severability of Interest (Cross Liability) clause which states, "It is agreed that the insurance afforded by this policy shall apply separately to each insured against whom claim is made or suit is brought except with respect to the limits of the company's liability," and an endorsement which shall state, "Such insurance as is afforded by this policy shall also apply to liability assumed by the insured under this Agreement with the City of Los Angeles."

16.3 All such insurance shall be primary and noncontributing with any other insurance held by City's Department of Airports where liability arises out of or results from any negligent act or omission of Concessionaire, its agents, employees, officers, assigns, or any person or entity acting for or on behalf of Concessionaire. Such policies may provide for reasonable deductibles and or retentions acceptable to the Executive Director based upon the nature of Concessionaire's operations and the type of insurance involved.

16.4 City shall have no liability for any premiums charged for such coverage(s). The inclusion of City, its Department of Airports, Board and all of City's officers, employees, and agents, their successors and assigns, as additional insureds is not intended to, and shall not, make them, or any of them, a partner or joint venturer with Concessionaire in Concessionaire's operations at Airport. In the event Concessionaire fails to furnish City evidence of insurance and maintain the insurance as required, City, upon ten (10) days prior written notice to comply, may (but shall not be required to) procure such insurance at the cost and expense of Concessionaire, and Concessionaire agrees to promptly reimburse City for the cost thereof plus fifteen percent (15%) for administrative overhead. Payment shall be made within thirty (30) days of invoice date.

16.5 At least five (5) days prior to the expiration date of the above policies, documentation showing that the insurance coverage has been renewed or extended shall be filed with City. If such coverage is canceled or reduced, Concessionaire shall, within fifteen (15) days of such cancellation or reduction of coverage, file with City evidence that the required insurance has been reinstated or provided through another insurance company(ies).

16.6 Concessionaire shall provide proof of all specified insurance and related requirements to City either by production of the actual insurance policy(ies), by use of City's own endorsement form(s), by broker's letter acceptable to the Executive Director in both form and content in the case of foreign insurance syndicates, or by other written evidence of insurance acceptable to the Executive Director. The documents evidencing all specified coverages shall be

filed with City in duplicate and shall be procured and approved in strict accordance with the provisions in Sections 11.47 through 11.56 of City's Administrative Code prior to Concessionaire occupying the Airport. The documents shall contain the applicable policy number, the inclusive dates of policy coverages, and the insurance carrier's name, and shall bear an original signature of an authorized representative of said carrier, and shall provide that such insurance shall not be subject to cancellation, reduction in coverage, or nonrenewal except after written notice by certified mail, return receipt requested, to the City Attorney of the City of Los Angeles at least thirty (30) days prior to the effective date thereof. City reserves the right to have submitted to it, upon request, all pertinent information about the insurance and about the agent and carrier providing such insurance.

16.7 City and Concessionaire agree that the insurance policy limits specified herein shall be reviewed for adequacy annually throughout the term of this Agreement by the Executive Director who may, thereafter, require Concessionaire, on thirty (30) days prior, written notice, to adjust the amount(s) of insurance coverage to whatever reasonable amount(s) said Executive Director deems to be adequate, as long as such amounts are consistent with those required of Concessionaires similarly situated.

16.8 Submission of insurance from a non-California admitted carrier is subject to the provisions of California Insurance Code Sections 1760 through 1780, and any other regulations and or directives from the State Department of Insurance or other regulatory board or agency. Concessionaire agrees, except where exempted, to provide City proof of said insurance by and through a surplus line broker licensed by the State of California.

Section 17.0 City Held Harmless.

In addition to the requirements of Section 16.0 Insurance herein, Concessionaire shall indemnify, defend, keep, and hold City, including Board, and City's officers, agents, servants, and employees, harmless from any and all costs, liability, damage, or expense (including costs of

suit and fees and reasonable expenses of legal services) claimed by anyone by reason of injury to or death of persons, including Concessionaire, or damage to or destruction of property, including property of Concessionaire, sustained in, on, or about the Airport, or arising out of Concessionaire's use or occupancy of Airport, or arising out of the acts or omissions of Concessionaire, its agents, servants, or employees acting within the scope of their agency or employment.

Section 18.0 Taxes and Licenses.

18.1 Concessionaire shall pay all taxes of whatever character that may be levied or charged upon the rights of Concessionaire to occupy the Assigned Areas, or upon Concessionaire's improvements, fixtures, equipment, or other property thereon, or upon Concessionaire's operations hereunder. Concessionaire shall also pay all license or permit fees necessary or required by law or regulation for the conduct of Concessionaire's operations hereunder. This obligation, however, shall not prevent Concessionaire from, in good faith, contesting the validity and or applicability of any of the above charges and during the period of any such lawful contest, Concessionaire may refrain from making, or direct the withholding of, any such payment without being in breach of the above provisions. Upon a final determination in which Concessionaire is held responsible for such taxes and or fees, Concessionaire shall promptly pay the required amount plus all legally imposed interest, penalties, and surcharges.

18.2 In addition, by executing this Concession Agreement and accepting the benefits thereof, a property interest may be created known as a "possessory interest." If such possessory interest is created, Concessionaire, as the party in whom the possessory interest is vested, shall be subject to the payment of the property taxes levied upon such interest.

Section 19.0 Restrictions and Regulations.

19.1 Concessionaire shall be solely responsible for fully complying with any and all applicable present and or future rules, regulations, restrictions, ordinances, statutes, laws and or

orders of any federal, state, and or local government authority.

19.2 Concessionaire shall be solely responsible for fully complying with any and all applicable present and or future orders, directives, or conditions issued, given or imposed by the Executive Director which are now in force or which may be hereafter adopted by the Board of Airport Commissioners and or the Executive Director with respect to the operation of Airport.

19.3 Concessionaire shall be solely responsible for any and all civil and or criminal penalties assessed as a result of its failure to comply with any of these rules, regulations, restrictions, restrictions, ordinances, statutes, laws, orders, directives and or conditions.

Section 20.0 Disabled Access.

20.1 Concessionaire shall be solely responsible for fully complying with any and all applicable present and or future rules, regulations, restrictions, ordinances, statutes, laws, and or orders of any federal, state, and or local governmental entity and or court regarding disabled access including any services, programs, improvements or activities provided by Concessionaire. Concessionaire shall be solely responsible for any and all damages caused by, and or penalties levied as the result of, Concessionaire's noncompliance. Further, Concessionaire agrees to cooperate fully with City in its efforts to comply with the Americans With Disability Act of 1990 and any amendments thereto, or successor statutes.

20.2 Should Concessionaire fail to comply with Section 20.1, then City shall have the right, but not the obligation, to perform, or have performed, whatever work is necessary to achieve equal access compliance. Concessionaire will then be required to reimburse City for the actual cost of achieving compliance, plus a fifteen percent (15%) administrative charge.

Section 21.0 Independent Contractor.

21.1 It is the express intention of the parties that Concessionaire is an independent

Contractor and not an employee, agent, joint venturer or partner of City. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between Concessionaire and City or between Concessionaire and any official, agent, or employee of City. Both parties acknowledge that Concessionaire is not an employee of City.

21.2 Concessionaire shall retain the right to perform services for others during the term of this Agreement, unless specified to the contrary herein or prohibited by law, provided such engagements do not interfere with or impact construction, installation, maintenance and services under this Concession Agreement.

Section 22.0 Nondiscrimination and Affirmative Action Program.

22.1 Federal Non-Discrimination Provisions.

Concessionaire assures that it will comply with pertinent statutes, Executive Orders, and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance. This Provision obligates Concessionaire or its transferee for the period during which Federal assistance is extended to the airport program, except where Federal assistance is to provide, or is in the form of personal property or real property or interest therein or structures or improvements thereon. In these cases, the Provision obligates the party or any transferee for the longer of the following periods: (a) the period during which the property is used by the sponsor or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits; or (b) the period during which the airport sponsor or any transferee retains ownership or possession of the property.

22.2 Municipal Non-Discrimination Provisions.

22.2.1 **Non-Discrimination In Use Of Airport.** There shall be no discrimination against or segregation of any person, or group of persons, on account of race, religion, national origin, ancestry, sex, sexual orientation, age, physical handicap, marital status, domestic partner status, or medical condition in the Agreement, transfer, use, occupancy, tenure, or enjoyment of the Airport or any operations or activities conducted on the Airport. Nor shall Concessionaire or any person claiming under or through Concessionaire establish or contract any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of Concessionaires, sub-Concessionaires, or vendees of the Airport. Any assignment or transfer, which may be permitted under this Agreement, shall also be subject to all non-discrimination clauses contained in Section 22.0.

22.2.2 **Non-Discrimination In Employment.** During the term of this Agreement, Concessionaire agrees and obligates itself in the performance of this Agreement not to discriminate against any employee or applicant for employment because of the employee's or applicant's race, religion, national origin, ancestry, sex, sexual orientation, age, physical handicap, marital status, domestic partner status, or medical condition. Concessionaire shall take affirmative action to insure that applicants for employment are treated, during the term of this Agreement, without regard to the aforementioned factors and shall comply with the affirmative action requirements of the Los Angeles Administrative Code, Sections 10.8, et seq., or any successor ordinances or law concerned with discrimination.

22.2.3 **Equal Employment Practices.** If the total payments made under this Agreement are One Thousand Dollars (\$1,000), or more, this provision shall apply. During the performance of this Agreement, Concessionaire agrees to

comply with Section 10.8.3 of the Los Angeles Administrative Code ("Equal Employment Practices"), which is incorporated herein by this reference. A copy of Section 10.8.3 has been attached to this Agreement for the convenience of the parties as Exhibit F. By way of specification but not limitation, pursuant to Sections 10.8.3.E and 10.8.3.F of the Los Angeles Administrative Code, the failure of Concessionaire to comply with the Equal Employment Practices provisions of this Agreement may be deemed to be a material breach of this Agreement. No such finding shall be made or penalties assessed except upon a full and fair hearing after notice and an opportunity to be heard have been given to Concessionaire. Upon a finding duly made that Concessionaire has failed to comply with the Equal Employment Practices provisions of this Agreement, this Agreement may be forthwith terminated, cancelled, or suspended.

22.2.4 **Affirmative Action Program**. If the total payments made under this Agreement are One Hundred Thousand Dollars (\$100,000), or more, this provision shall apply. During the performance of this Agreement, Concessionaire agrees to comply with Section 10.8.4 of the Los Angeles Administrative Code ("Affirmative Action Program"), which is incorporated herein by this reference. A copy of Section 10.8.4 has been attached to this Agreement for the convenience of the parties as Exhibit G. By way of specification but not limitation, pursuant to Sections 10.8.4.E and 10.8.4.F of the Los Angeles Administrative Code, the failure of Concessionaire to comply with the Affirmative Action Program provisions of this Agreement may be deemed to be a material breach of this Agreement. No such finding shall be made or penalties assessed except upon a full and fair hearing after notice and an opportunity to be heard have been given to Concessionaire. Upon a finding duly made that Concessionaire has failed to comply with the Affirmative Action Program provisions of this Agreement, this Agreement may be forthwith terminated, cancelled, or suspended.

Section 23.0 Attorney's Fees.

If City shall, without any fault, be made a party to any litigation commenced by or against Concessionaire arising out of Concessionaire's use or occupancy of the Airport (including but not limited to provision of Wi-Fi Services), then Concessionaire shall pay all costs, expenses, and reasonable attorney's fees incurred by or imposed upon City in connection with such litigation. Each party shall give prompt notice to the other of any claim or suit instituted against it that may affect the other party.

Section 24.0 Assignment or Transfer Prohibited.

Concessionaire acknowledges this Agreement is provided to Concessionaire for its unique ability, skills, and expertise. Any attempt by Concessionaire, in any manner, directly or indirectly, by operation of law or otherwise, to hypothecate, assign, transfer, or encumber this Agreement, or any portion thereof or any interest therein, in whole or in part, without the prior, written consent of Executive Director shall, at the option of the Executive Director automatically terminate this Agreement and all rights of Concessionaire hereunder.

Section 25.0 Abandonment of Project and Cancellation of Agreement; Suspension of Services.

If, at any time, the Executive Director is required for Airport security to terminate or suspend the scope of work, or any part thereof, or Concessionaire's services, or any part thereof, Executive Director may: (1) require Concessionaire to terminate or suspend the performance of all, or a portion, of its services and or (2) terminate this Agreement, or any part thereof, upon giving Concessionaire a ten (10) day written notice prior to the effective date of such termination which date shall be specified in such notice. In the event of such termination, reimbursement to Concessionaire as set forth in Exhibit C shall apply. Financial commitments shall abate for any periods in which all services, at LAX are totally and completely suspended.

Section 26.0 Child Support Orders.

This Agreement is subject to Section 10.10, Article I, Chapter 1, Division 10 of the Los Angeles Administrative Code related to Child Support Assignment Orders, which is incorporated herein by this reference as Exhibit H. Pursuant to this Section, Concessionaire (and any sub-Concessionaire of Concessionaire providing services to City under this Agreement) shall (1) fully comply with all State and Federal employment reporting requirements for Concessionaire's or Concessionaire's sub-Concessionaire's employees applicable to Child Support Assignment Orders; (2) certify that the principal owner(s) of Concessionaire and applicable sub-Concessionaire are in compliance with any Wage and Earnings Assignment Orders and Notices of Assignment applicable to them personally; (3) fully comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment in accordance with California Family Code Section 5230, et seq.; and (4) maintain such compliance throughout the term of this Agreement. Pursuant to Section 10.10(b) of the Los Angeles Administrative Code, failure of Concessionaire or an applicable sub-Concessionaire to comply with all applicable reporting requirements or to implement lawfully served Wage and Earnings Assignment Orders and Notices of Assignment or the failure of any principal owner(s) of Concessionaire or applicable sub-Concessionaire to comply with any Wage and Earnings Assignment Orders and Notices of Assignment applicable to them personally shall constitute a default of this Agreement subjecting this Agreement to termination where such failure shall continue for more than ninety (90) days after notice of such failure to Concessionaire by City (in lieu of any time for cure provided elsewhere in this Agreement).

Section 27.0 Waiver.

The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of any other term, covenant, or condition, or of any subsequent breach of the same term, covenant, or condition.

Section 28.0 Default and Right of Termination.

In the event Concessionaire fails to abide by the terms, covenants and conditions of this Agreement, City shall give Concessionaire written notice to correct the defect or Default Event (as defined in Section 29.0 below) and, if the same is not corrected within thirty (30) days after Concessionaire's receipt of such notification, City may terminate this Agreement forthwith upon giving Concessionaire a ten (10) day written notice.

Section 29.0 Default.

29.1. **Default Events.** The following events shall be deemed to be "Default Events" by Concessionaire under the Agreement:

29.1.1. Concessionaire fails to pay any amount when due under this Agreement, which failure continues for a period of ten (10) days after such payment should have been paid pursuant to the terms and conditions of this Agreement;

29.1.2. Concessionaire fails to comply with any term, provision or covenant of this Agreement, other than paying amounts when due, and does not cure such failure within thirty (30) days after LAWA has sent written notice to Concessionaire specifying such failure or such longer period of time as may be granted by Executive Director to cure such default as long as Concessionaire commences to cure such default within such thirty (30) day period and diligently proceeds to cure such default;

29.1.3. Concessionaire makes an assignment of this Agreement, or any rights granted to Concessionaire hereunder, to, and for the benefit of, Concessionaire's creditors;

29.1.4. Concessionaire, within thirty (30) days after the commencement of any proceeding against Concessionaire seeking adjudication of bankruptcy or

reorganization, rearrangement, composition, readjustment, liquidation, dissolution or similar relief, fails to cause such proceedings to be dismissed;

29.1.5. Concessionaire, within sixty (60) days after the appointment without Concessionaire's consent or acquiescence of any trustee, receiver, or liquidator of the Concessionaire's or a material part of its assets, fails to cause such appointment to be vacated.

29.1.6. The interests of Concessionaire under this Agreement shall not, except at City's option and with its written consent, be assignable by operation of law. In case of the bankruptcy of Concessionaire, or the appointment of a receiver for Concessionaire and such receiver is not removed within one hundred twenty (120) days from the date of appointment, or if a receiver is appointed to take possession of Concessionaire's equipment at LAX as a result of any act or omission of Concessionaire and such receiver is not removed within one hundred twenty (120) days from the date of appointment, or if Concessionaire makes an assignment of this Agreement for the benefit of creditors, or if possession of the Concessionaire's equipment at LAX is taken by virtue of any attachment, execution, or the levy of any judicial process, City, at its election, may, after written notice to Concessionaire, terminate this Concession.

29.2 No waiver by City of any default on the part of Concessionaire in the performance of any of the terms, covenants, or conditions hereof to be performed, kept or observed by Concessionaire shall be, or be construed to be, a waiver by City of any other or subsequent default in the performance of said terms, covenants, or conditions.

Section 30.0 Business Tax Registration.

Concessionaire represents that it has registered its business with the Office of Finance of the City of Los Angeles and has obtained and presently holds from that Office a Business Tax

Registration Certificate ("BTRC"), or a Business Tax Exemption Number, required by City's Business Tax Ordinance (Article 1, Chapter 2, Sections 21.00 and following, of City's Municipal Code). Concessionaire shall maintain, or obtain as necessary, all such Certificates required of it under said Ordinance and shall not allow any such Certificate to be revoked or suspended during the term hereof.

Section 31.0 Living Wage and Service Agreement Worker Retention Requirements.

31.1 Living Wage Ordinance.

31.1.1 General Provisions: Living Wage Policy. This Agreement is subject to the Living Wage Ordinance ("LWO") (Section 10.37, et seq., of the Los Angeles Administrative Code, which is incorporated herein by this reference. A copy of Section 10.37 has been attached hereto for the convenience of the parties as Exhibit I. The LWO requires that, unless specific exemptions apply, any employees of service Concessionaires who render services that involve an expenditure in excess of Twenty Five Thousand Dollar (\$25,000) and a contract term of at least three months are covered by the LWO if any of the following applies: (1) at least some of the services are rendered by employees whose work site is on property owned by the City, (2) the services could feasibly be performed by City's employees if the awarding authority had the requisite financial and staffing resources, or (3) the designated administrative agency of the City has determined in writing that coverage would further the proprietary interests of the City. Employees covered by the LWO are required to be paid not less than a minimum initial wage rate, as adjusted each year. The LWO also requires that employees be provided with at least twelve (12) compensated days off per year for sick leave, vacation, or personal necessity at the employee's request, and at least ten (10) additional days per year of uncompensated time pursuant to Section 10.37.2(b). The LWO requires employers to inform employees making less than

Twelve Dollars (\$12) per hour of their possible right to the federal Earned Income Tax Credit ("EITC") and to make available the forms required to secure advance EITC payments from the employer pursuant to Section 10.37.4. Concessionaire shall permit access to work sites for authorized City representatives to review the operation, payroll, and related documents, and to provide certified copies of the relevant records upon request by the City. Whether or not subject to the LWO, Concessionaire shall not retaliate against any employee claiming non-compliance with the provisions of the LWO, and, in addition, pursuant to Section 10.37.6(c), Concessionaire agrees to comply with federal law prohibiting retaliation for union organizing.

31.1.2 **Living Wage Coverage Determination.** An initial determination has been made that this is a service contract under the LWO, and that it is not exempt from coverage by the LWO. Determinations as to whether this Agreement is a service contract covered by the LWO, or whether an employer or employee are exempt from coverage under the LWO are not final, but are subject to review and revision as additional facts are examined and or other interpretations of the law are considered. In some circumstances, applications for exemption must be reviewed periodically. City shall notify Concessionaire in writing about any redetermination by City of coverage or exemption status. To the extent Concessionaire claims non-coverage or exemption from the provisions of the LWO, the burden shall be on Concessionaire to prove such non-coverage or exemption.

31.1.3 **Compliance; Termination Provisions And Other Remedies: Living Wage Policy.** If Concessionaire is not initially exempt from the LWO, Concessionaire shall comply with all of the provisions of the LWO, including payment to employees at the minimum wage rates or higher, effective on the Execution Date of this Agreement. If Concessionaire is initially exempt from the

LWO, but later no longer qualifies for any exemption, Concessionaire shall, at such time as Concessionaire is no longer exempt, comply with the provisions of the LWO and execute the then currently used Declaration of Compliance Form, or such form as the LWO requires. Under the provisions of Section 10.37.6(c) of the Los Angeles Administrative Code, violation of the LWO shall constitute a material breach of this Agreement and City shall be entitled to terminate this Agreement and otherwise pursue legal remedies that may be available, including those set forth in the LWO, if City determines that Concessionaire violated the provisions of the LWO. The procedures and time periods provided in the LWO are in lieu of the procedures and time periods provided elsewhere in this Agreement. Nothing in this Agreement shall be construed to extend the time periods or limit the remedies provided in the LWO.

31.2 **Service Agreement Worker Retention Ordinance.** This Agreement may be subject to the Service Agreement Worker Retention Ordinance ("SCWRO")(Section 10.36, et seq., of the Los Angeles Administrative Code), that is incorporated herein by this reference. A copy of Section 10.36 has been attached for the convenience of the parties as Exhibit J. If applicable, Concessionaire must also comply with the SCWRO which requires that, unless specific exemptions apply, all employers under contracts that are primarily for the furnishing of services to or for the City and that involve an expenditure or receipt in excess of Twenty Five Thousand Dollars (\$25,000) and a contract term of at least three (3) months, shall provide retention by a successor Concessionaire for a ninety-day (90-day) transition period of the employees who have been employed for the preceding twelve (12) months or more by the terminated Concessionaire or sub-Concessionaire, if any, as provided for in the SCWRO. Under the provisions of Section 10.36.3(c) of the Los Angeles Administrative Code, City has the authority, under appropriate circumstances, to terminate this Agreement and otherwise pursue legal remedies that may be available if City determines that the subject Concessionaire violated the provisions of the SCWRO.

Section 32.0 Contractor Responsibility Program.

Concessionaire shall comply with the provisions of the Concessionaire Responsibility Program adopted by the Board. The Executive Directives setting forth the rules, regulations, requirements and penalties of the Contractor Responsibility Program and the Pledge of Compliance Form is attached hereto as Exhibit K and incorporated herein by reference.

Section 33.0 Intellectual Property and Privacy Protection.

33.1 Intellectual Property Ownership. City and Concessionaire (and as applicable subcontractor(s)) agree that each retains all rights, title and interest in and to its respective existing intellectual property, including without limitation, software, plans, designs, specifications, drawings, copyrights, trademarks, and patents. Concessionaire agrees that any and all names, logos, trademarks and/or copyrights developed hereinafter which will in any way associate with, identify or implicate an affiliation with City, Los Angeles World Airports and/or LAX, shall be approved by City, shall belong to City upon creation or first use, and shall continue in City's exclusive ownership upon termination of this Concession Agreement. At the end of the Term, Concessionaire shall provide City with a royalty free license in perpetuity to use Concessionaire's intellectual property to the extent necessary for the City to continue operating the Wi-Fi system as operated during this Agreement.

33.2 Privacy. In addition to the provisions set forth in Section 10, Concessionaire hereby agrees to comply with all applicable privacy laws, U.S. or foreign (e.g., European Union, etc.); including those set forth in California Civil Code, Sections 1798.29, 1798.82 & 1798.84, as amended from time to time, such as the duty to disclose and notify of any breach of security of unencrypted personal information stored in a computer system.

33.2.1 Concessionaire will be responsible for any and all liabilities arising out of its violation of any privacy laws. Concessionaire further agrees to indemnify and hold harmless the City of Los

Angeles, its respective agencies, departments, boards, all of their commissioners, officers, employees, and authorized agents, and, at the option of the City of Los Angeles, to provide defense against any and all suits and causes of action, claims, charges, damages, demands, judgments, civil fines and penalties, or losses of any kind or nature whatsoever caused or brought by any person, including any aggrieved party as defined in SB1386, arising out of Concessionaire's breach of any of its duties and obligations under SB1386. The indemnification herein includes all awards, damages, interests, costs and attorneys' fees, if any. Such defense will be consistent with City Charter, Sections 271, 272 and 273.

Section 34.0 First Source Hiring Program For Airport Employers.

Contractor shall comply with the provisions of the First Source Hiring Program adopted by the Board.

Section 35.0 Agent for Service of Process.

Concessionaire designates the Secretary of State, State of California, its agent for the purpose of service of process in any court action between it and City arising out of or based upon this Agreement, and the service, shall be made as provided by the Laws of the State of California for service upon a non-resident. Notwithstanding the above, Concessionaire represents to City that its agent for service of process in California is CSC -- Lawyer's Incorporating Service ("Registered Agent") and City agrees that service of process shall be made on Concessionaire's Registered Agent or such change of Registered Agent as Concessionaire may notify City from time to time. If, for any reason, service of such process is not possible, as an alternative method of service of process, Concessionaire may be personally served with such process out of this State by mailing, by registered or certified mail, the complaint and process to Concessionaire at

the address for notice as set forth in this Agreement, and that such service shall constitute valid service upon Concessionaire as of the date of mailing, and Concessionaire shall have thirty (30) days from the date of mailing to respond thereto. Concessionaire agrees to the process so served, submits to the jurisdiction and waives any and all objection and protest thereto, and Laws to the contrary notwithstanding.

Section 36.0 Prevailing Wage.

Construction work performed on City's property will require payment of prevailing wages, if applicable. Concessionaire is obligated to make the determination of whether the payment of prevailing wages is applicable, and Concessionaire shall be bound by and comply with applicable provisions of the California Labor Code and Federal, State, and local laws related to labor. Concessionaire shall indemnify, defend and pay or reimburse City for any damages, penalties or fines (including, but not limited to, attorney's fees and costs of litigation) that City incurs, or pays, as a result of noncompliance with applicable prevailing wage laws in connection with the construction work performed in connection with this Agreement.

Section 37.0 Visual Artists' Rights Act.

37.1 Concessionaire shall not install, or cause to be installed, any work of art subject to the Visual Artists' Rights Act of 1990 (as amended), 17 U.S.C. 106A, et seq., or California Code Section 980, et seq., hereinafter collectively "VARA" on or about the Assigned Area without first obtaining a waiver, in writing, of all rights under VARA, satisfactory to Executive Director and approved as to form and legality by the City Attorney's Office, from the artist. Said waiver shall be in full compliance with VARA and shall name City as a party for which the waiver applies.

37.2 Concessionaire is prohibited from installing, or causing to be installed, any piece of artwork covered under VARA on the Assigned Area without the prior, written approval and waiver of the Executive Director. Any work of art installed on the Assigned Area without such

prior approval and waiver shall be deemed a trespass, removable by City, by and through its Executive Director, upon three (3) days' written notice, all costs, expenses, and liability therefor to be borne exclusively by Concessionaire.

37.3 Concessionaire, in addition to other obligations to indemnify and hold City harmless, as more specifically set forth in this Lease, shall indemnify and hold harmless City from all liability resulting from Concessionaire's failure to obtain City's waiver of VARA and failure to comply with any portion of this provision.

37.4 The rights afforded City under this provision shall not replace any other rights afforded City in this Agreement or otherwise, but shall be considered in addition to all its other rights.

Section 38.0 Subordinate to Agreements with United States.

This Concession Agreement shall be subordinate to the provisions and requirements of any existing or future agreement between City and the United States relative to the development, operation, or maintenance of Airport.

Section 39.0 Equal Benefits Ordinance.

39.1 Unless otherwise exempted in accordance with the provisions of this Ordinance, this Agreement is subject to the applicable provisions of the Equal Benefits Ordinance (EBO) Section 10.8.2.1 of the Los Angeles Administrative Code, as amended from time to time.

39.2 During the performance of the Contract, Concessionaire certifies and represents that Concessionaire will comply with the EBO. Concessionaire agrees to post the following statement in conspicuous places at its place of business available to employees and applicants for employment:

“During the performance of a Contract with the City of Los Angeles, the Contractor/Consultant will provide equal benefits to employees with spouses and its employees with domestic partners. Additional information

about the City of Los Angeles' Equal Benefits Ordinance may be obtained from the Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance at (213) 847-6480."

Section 40.0 Compliance with Los Angeles City Charter Section 470(c)(12).

Concessionaire, subcontractors and their principals are obligated to fully comply with City of Los Angeles Charter Section 470(c)(12) and related ordinances, regarding limitations on campaign contributions and fundraising for certain elected City of Los Angeles officials or candidates for elected City of Los Angeles office if the contract is valued at \$100,000 or more and requires approval of a City of Los Angeles elected official. Additionally, Concessionaire is required to provide and update certain information to the City as specified by law. Any contractor subject to Charter Section 470(c)(12) shall include the following notice in any contract with a subcontractor expected to receive at least \$100,000 for performance under this Agreement:

"Notice Regarding Los Angeles Campaign Contribution and Fundraising Restrictions.

As provided in Charter Section 470(c)(12) and related ordinances, you are subcontractor on City of Los Angeles contract # _____. Pursuant to City Charter Section 470(c)(12), subcontractor and its principals are prohibited from making campaign contributions and fundraising for certain elected City officials or candidates for elected City office for 12 months after the City contract is signed. Subcontractor is required to provide to contractor names and addresses of the subcontractor's principals and contact information and shall update that information if it changes during the twelve (12) month time period. Subcontractor's information included must be provided to contractor within five (5) business days. Failure to comply may result in termination of contract or any other available legal remedies including fines. Information about the restrictions may be found at the City Ethics Commission's website at <http://ethics.lacity.org/> or by calling 213-978-1960."

Concessionaire, its subcontractors and their principals shall comply with these requirements and limitations. Violation of this provision shall entitle the City to terminate this Agreement and pursue any and all legal remedies that may be available.

Section 41.0 Hazardous And Other Regulated Substances.

41.1 Except as otherwise permitted in the Agreement, Concessionaire agrees to accept sole responsibility for full compliance with any and all applicable present and future rules, regulations, restrictions, ordinances, statutes, laws and/or other orders of any governmental entity regarding the use, storage, handling, distribution, processing and/or disposal of hazardous wastes, extremely hazardous wastes, hazardous substances, hazardous materials, hazardous chemicals, toxic chemicals, toxic substances, pollutants, contaminants, or other similarly regulated substances (hereinafter referred to as "hazardous substances") regardless of whether the obligation for such compliance or responsibility is placed on the owner of the land, on the owner of any improvements on the premises, on the user of the land, or on the user of the improvements. Said hazardous substances shall include, but shall not be limited to gasoline, aviation, diesel and jet fuels, lubricating oils and solvents.

41.2 Except for claims arising from LAWA's sole or active negligence or willful misconduct, Concessionaire agrees that any damages, penalties or fines levied against LAWA or the City and/or Concessionaire as a result of noncompliance with any of the above shall be the sole responsibility of Concessionaire and, further, that Concessionaire shall indemnify and pay and/or reimburse LAWA or the City for any damages, penalties or fines that LAWA or the City incurs, or pays, as a result of noncompliance with this General Condition.

41.3 In the case of any hazardous substance spill, leak, discharge or improper storage on the premises, or contamination of same, by action or inaction of the Contractor, or anyone directly or indirectly employed or under contract to the Contractor, the Contractor agrees to make, or cause to be made, any necessary repairs or corrective actions, as well as to clean up and remove any leakage, contamination or contaminated ground. In the case of any hazardous substance spill, leak, discharge or contamination caused in whole or part by Concessionaire, or by any of its subcontractors, employees, agents, or servants, which affects LAWA's property, or property(ies) of LAWA's tenant(s), Concessionaire agrees to make, or cause to be made, any

necessary repairs, or take corrective actions, to clean-up and remove any such spill, leakage or contamination to the extent required by applicable law or regulation.

41.4 If, after reasonable notice, Concessionaire fails to repair, clean-up, properly dispose of, or take any other corrective action(s) as required by the Agreement, LAWA may (but shall not be required to) take all steps it deems reasonably necessary to properly repair, clean-up or otherwise correct the condition(s) resulting from the spill, leak or contamination. Any such repair, clean-up or corrective action(s) taken by LAWA shall be at Concessionaire's sole cost and expense, including any and all costs (including any administrative costs) which LAWA incurs, or pays, as a result of any repair, clean-up or corrective action it takes.

41.5 If Concessionaire installs or uses already installed underground storage tanks, pipelines or other improvements on the specified premises for the storage, distribution, use, treatment or disposal of any hazardous substances, Concessionaire agrees, upon the expiration and/or termination of this Agreement, to remove and/or clean up, at the sole option of LAWA, the above-referred to improvements. Said removal and/or clean-up shall be at Concessionaire's sole cost and expense, and shall be undertaken and completed in full compliance with all federal, state and local laws and regulations, as well as in compliance with the reasonable directions of LAWA.

41.6. Concessionaire shall promptly supply LAWA with copies of all notices, reports, correspondence and submissions made by Concessionaire to any governmental entity regarding any hazardous substance spill, leak, discharge or clean-up, including all tests results.

41.7 This General Condition and the obligation(s) contained therein, shall survive the expiration or earlier termination of this Contract.

Section 42.0 Labor Peace.

Concessionaire shall comply with LAWA's Labor Peace Policy as currently established

(LAWA Board Resolution No. 23437) or subsequently revised throughout the Term of the Agreement.

Section 43.0 Assignment of Anti-Trust Claims.

Concessionaire will assign to LAWA all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act or under the Cartwright Act, arising from purchases of goods, services, or materials by Concessionaire. Such assignment is made and becomes effective at the time LAWA tenders final payment to Concessionaire.

Section 44.0 Miscellaneous Provisions.

44.1 Fair Meaning. The language of this Agreement shall be construed according to its fair meaning, and not strictly for or against either City or Concessionaire.

44.2 Section Headings. The section headings appearing herein are for the convenience of City and Concessionaire, and shall not be deemed to govern, limit, modify, or in any manner affect the scope, meaning, or intent of the provisions of this Agreement.

44.3 Void Provisions. If any provision of this Agreement is determined to be void by any court of competent jurisdiction, then such determination shall not affect any other provision of this Agreement, and all such other provisions shall remain in full force and effect.

44.4 Two Constructions. It is the intention of the parties hereto that if any provision of this Agreement is capable of two constructions, one of which would render the provision void and the other of which would render the provision valid, then the provision shall have the meaning which renders it valid.

44.5 Laws of California. This Agreement shall be construed and enforced in accordance with the laws of the State of California and venue shall lie in the appropriate U.S. Federal Court or California Superior Court located in Los Angeles County.

44.6 Gender. The use of any gender herein shall include all genders, and the use of any number shall be construed as the singular or the plural, all as the context may require.

44.7 Ordinance and Los Angeles Administrative Code (hereinafter referred to as "Code") Language Governs. Ordinance and Code Exhibits are provided as a convenience to the parties only. In the event of a discrepancy between the Exhibits and the applicable ordinance and or code language, or amendments thereto, the language of the ordinance and or code shall govern.

44.8 Amendments to Ordinances and Codes. The obligation to comply with any Ordinances and Codes that have been incorporated into this Agreement by reference, shall extend to any amendments which may be made to those Ordinances and Codes during the term of this Agreement.

Section 45.0 Entire Agreement.

This Agreement contains the entire agreement between the parties hereto and supersedes any and all prior written or oral agreements between them concerning the subject matter contained herein. There are no representations, agreements or understandings, oral or written, between and among the parties relating to the subject matter contained in this Agreement which are not fully set forth herein. This is an integrated agreement.

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IN WITNESS WHEREOF, City has caused this Agreement to be executed on its behalf by Executive Director and Concessionaire has caused the same to be executed by its duly authorized officers, all as of the day and year first hereinabove written.

CITY OF LOS ANGELES

By _____
Executive Director
Department of Airports

APPROVED AS TO FORM:
Michael N. Feuer, City Attorney

Date: 6-4-2015

By: Suzanne E. Gray
Deputy/Assistant City Attorney

ATTEST:

BOINGO WIRELESS INC.

By Efren Medina
Signature (Secretary)

Efren Medina
Print Name

[SEAL]

By Peter Huenie
Signature

Peter Huenie
Print Name

CFO
Print Title

EXHIBIT A

Performance, Use and Operational Requirements

USE AND OPERATIONAL REQUIREMENTS

Without limiting the terms and conditions set forth in the forgoing, Concessionaire shall satisfy the requirements in this Exhibit A.

1. GENERAL REQUIREMENTS

1.1 Concessionaire shall be responsible for all the costs for Operation, Maintenance and Upgrade of the Wi-Fi System at LAX, including but not limited to, operation and maintenance of the Wi-Fi System in designated public areas of the Airport, and design, installation, testing, repair, upgrade and management of the system for the purpose of providing Wi-Fi service to the passengers at LAX as set forth in this Agreement.

1.2 All installations, equipment placements, improvements and upgrades must be specifically approved by LAWA prior to installation or deployment, in accordance with this Agreement. Concessionaire shall deploy and operate the Wi-Fi System in accordance with design and project plans approved by LAWA.

1.3 Concessionaire must coordinate the transition from the current Wi-Fi Concessionaire in charge of operating the system (AWG) in order to avoid any negative impact on the operation of the Wi-Fi System.

1.4 Concessionaire shall ensure that upon termination or expiration of this Agreement, any network design work will allow LAWA (directly or through a third-party Wi-Fi Concessionaire) to continue operating and maintaining the public Wi-Fi network in the new configuration.

1.5 Title to all the Wi-Fi equipment and associate infrastructure for public Wi-Fi service existing throughout LAX prior to the Commencement Date, shall vest in City. Title to all alterations, upgrades and any new Wi-Fi Equipment installed by Concessionaire during the term of this Agreement shall initially vest in Concessionaire until termination or expiration of the Agreement, when title shall be vested in (or if necessary, be transferred) to City.

1.6 City reserves the right of co-ownership of any data collected by Concessionaire about Wi-Fi usage and information regarding the users, and Concessionaire agrees to share with City all such data.

EXHIBIT A

PERFORMANCE, USE AND OPERATIONAL REQUIREMENTS

2. USE AND OPERATIONAL REQUIREMENTS

Concessionaire shall be responsible for operation, maintenance and upgrade of the public Wi-Fi System. To accomplish this, Concessionaire shall provide services in each of the following categories:

1. Wi-Fi network infrastructure upgrade and operation
2. Public Wi-Fi services

Concessionaire acknowledges that the network requires assessment, engineering and upgrade to provide adequate bandwidth to support public services and to meet its obligations under this Agreement.

Concessionaire shall be responsible for ongoing operation and maintenance of the network infrastructures.

2.1 Wi-Fi Network Infrastructure Upgrade and Operation. In regards to operation and upgrade of the Wi-Fi infrastructure, the responsibilities of both parties are as follows:

(a) City's Responsibilities:

- (i) City shall provide Concessionaire a limited, non-transferable license during the term of this Agreement for Concessionaire to have access to operate, replace, upgrade and manage the Network in a manner similar to if the Concessionaire were the owner of the network.
- (ii) City may assist Concessionaire with obtaining required security clearances, identification badges, keys, escorts or other access credentials as required to access the network equipment on a 24 x 7 x 365 basis.
- (iii) City may provide Concessionaire information that might be useful in the design of upgrades to the Wi-Fi System, such as passenger traffic data by terminal/gate, plans and drawings of the public areas of the terminal buildings.

(b) Concessionaire's Responsibilities:

- (i) Review existing engineering drawings, plans and other documentation to develop a baseline for onsite network surveys and upgrade documentation.
- (ii) Conduct a detailed onsite survey.

EXHIBIT A

PERFORMANCE, USE AND OPERATIONAL REQUIREMENTS

- (iii) Develop comprehensive network upgrade plan including bill of materials, drawings/documentation and installation schedule/timeline.
- (iv) Procure all hardware and software at Concessionaire's expense as needed to meet installation schedule.
- (v) Transition operation of the existing Wi-Fi Network upon execution of the Agreement and begin implementation of upgrades immediately upon receipt of Notice to Proceed from the Executive Director. Ongoing agreed-upon upgrades will be implemented throughout the term of the Agreement upon receipt of Notice to Proceed from the Executive Director.
- (vi) Test and certify network after integration and after any upgrades. These tasks shall be completed by the deadline(s) as mutually agreed to by Concessionaire and City.
- (vii) Operate the existing WAN/broadband circuit(s), and over the life of the Agreement, increase the capacity of such circuit(s) to remain compliant with the operating specifications of the Agreement. Transition of operation of the existing circuits shall be seamless.
- (viii) Provide 24/7 public access to the Internet for any user of the LAX Wi-Fi upon the business model and access criteria pursuant to all requirements of this Exhibit A and the Agreement.
- (ix) Provide a toll free number and receive and respond to calls 24 hours per day 7 days per week 365 (24/7/365) days per year from Wi-Fi System users regarding issues accessing the LAX Wi-Fi.

2.2 Public Wi-Fi Services. In addition to those terms and conditions set forth elsewhere in this Agreement, the parties agree:

- (a) Access. Concessionaire shall provide Wi-Fi service in designated public areas of the Airport to users and passengers free of charge as set forth in the Agreement. Concessionaire shall have the opportunity to offset its costs of operating, maintaining and upgrading the system through advertising and-or sponsorship revenues generated through the Wi-Fi service. The users shall be required to accept the City and Concessionaire's Wi-Fi System's terms of services prior to being granted open Internet access. Concessionaire may require users of free Wi-Fi to navigate through a portal, which may include sponsor messages or

EXHIBIT A

PERFORMANCE, USE AND OPERATIONAL REQUIREMENTS

advertising in order to receive free Internet access. The initial minimum speeds required for each level of service are set forth in section 3.3.1. Required minimum speeds will be subject to annual review and Concessionaire will make upgrades to minimum speeds to maintain LAX as an industry-leader in Wi-Fi service as specified in Section 3.3. of the Agreement.

- (b) Sponsorship and Advertising. City agrees that Concessionaire will actively sell sponsorship and advertising to fund the costs associated with providing free Internet access. Concessionaire agrees that all sponsorship and advertising content shall be subject to approval as set forth in this Agreement.
- (c) Technical Support. Concessionaire shall provide 24 hours per day/7 days per week /365 days per year end-user support for public users and passengers.
- (d) Authentication/Login. Concessionaire shall provide, operate and maintain all components required to redirect users to the Wi-Fi landing page, host the access portal, display network usage terms and conditions requiring proactive opt-in, authenticate users and provide connectivity to the Internet circuit(s).
- (e) Terms and Conditions. Concessionaire shall publish and make available to end users, Terms and Conditions ("T&C's") requiring the users to acknowledge all associated risks, legal obligations and system limitations for their use of the Wi-Fi Internet network at the Airport. Users shall be required to accept all T&C's prior to being granted open Internet access.
- (f) Walled Garden. Concessionaire shall design and construct a "Walled Garden." The Walled Garden restricts users from navigating to the Internet prior to authentication and acceptance of T&C's. The Walled Garden will include the splash page, portal pages, authentication pages, and message pages. Concessionaire shall host and maintain the Walled Garden on its servers. Concessionaire agrees to obtain Executive Director's approval of the content, look and feel of all Walled Garden pages prior to implementing them in a live environment and LAWA agrees not to unreasonably withhold such approval. City will be responsible for providing all Airport branding and content relevant to the Airport that City wishes to make available to passengers (i.e. terminal maps, concession information, local area information, etc.) Concessionaire shall work with the LAWA staff to effect the integration of such content into the Walled Garden maintained by Concessionaire.

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- (g) Network Performance Monitoring. Concessionaire shall comply with all industry standards required for installation of the Wi-Fi Service and continually monitor performance and provide associated reports as required by this Exhibit A and the Agreement.
- (h) Privacy Policy. Concessionaire shall publish and make available to end users, a privacy policy describing the collection, use and retention of personal information from end users of the Wi-Fi System and Concessionaire shall comply with its published privacy policy in connection with its performance.
- (i) End User Data. In the event that City is required by law to disclose end user data collected from the Wi-Fi System to a third party, City shall notify Concessionaire of such disclosure to the extent permitted by law.

3. SERVICES DURING REMODELING AND RECONSTRUCTION PROJECTS

Concessionaire acknowledges that LAWA occasionally embarks on remodeling and/or reconstruction projects that may impact operation of the Wi-Fi System. Concessionaire understands that during the term of this Agreement, the Wi-Fi service in some public areas may have to be suspended during such reconstructions and the Wi-Fi- infrastructure in these areas may have to be redeployed. Relocation costs, if any, are the responsibility of Concessionaire. (See Section 4.10)

4. PLANNING MEETINGS

Concessionaire shall meet with Airport staff no less than once every three months either in person or by teleconference for the purpose of planning and sharing information. This may include discussions about system performance, emerging technologies, prospective upgrades and other relevant matters. Concessionaire shall provide plans for service enhancements and their anticipated schedule for implementation.

5. REPORTING REQUIREMENTS

Concessionaire shall provide the following reports to the Airport, on a monthly basis, In a format to be approved by the Airport, delivered in written and/or electronic form (via email):

5.1 A log in electronic and hard copy of:

- (a) Hardware problems
- (b) System configuration issues

EXHIBIT A

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- (c) Maintenance actions performed from the Commencement Date

5.2 Maintenance log documenting:

- (a) Wi-Fi operation
- (b) Hardware failures
- (c) Spare parts usage
- (d) Periodic maintenance performed
- (e) Level of consumable supplies used
- (f) Other maintenance efforts

5.3 Usage and capacity reports for the following:

- (a) Bandwidth utilization
- (b) Number of users and unique connections by service level, including Wholesale Partners, Roaming Partners users, and Boingo customers.
- (c) Length of connection times.
- (d) Length of time user has to wait for advertising to pass before connection
- (e) Types of devices connected to Wi-Fi System segmented by laptop and mobile device categories
- (f) Details of number and nature of customers' complaints as received by the Concessionaire's call center and action taken for resolution
- (g) System outage times
- (h) Failover process

5.4 Status reports describing design, deployment, testing and implementation of any upgrades and expansions to the system.

6. ADVERTISING/SPONSOR APPROVALS

Concessionaire shall provide to City, via email, an electronic copy of or web link to any advertising or sponsorship no later than 48 hours prior to posting to the Wi-Fi System. All

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Advertising and/or Sponsorship is subject to the approval of the Executive Director in his or her sole discretion. Concessionaire shall load only advertisements/sponsorships which are compliant with the LAWA advertising guidelines, and shall not load any advertisement/sponsorship that:

- a. Contains profanity or obscenity;
- b. Promotes the use or sale of tobacco or alcohol ;
- c. Promotes the use or sale of pornography;
- d. Promotes the use or sale of weapons;
- e. Promotes unlawful goods or services;
- f. Promotes or encourages unlawful conduct;
- g. Promotes or encourages "Adult" oriented goods or services (e.g. adult book stores, adult video stores, films rated "X", adult telephone services, adult internet sites, etc.);
- h. Political campaign speeches;
- i. Implies or declares an endorsement by either LAWA or the City of Los Angeles, without prior written authorization of LAWA or the City;
- j. Contains any material in violation of applicable laws, including, without limitation, laws regulating copyrights, trademarks, and other forms of intellectual property;
- k. Is deceptive or misleading;
- l. Depicts (through words) explicit sexual acts or sexual suggestions;
- m. Depicts (through words) acts of violence;
- n. Is demeaning or disparaging;
- o. Contains any reference to TSA;
- p. Contains disparaging remarks against airports or services provided by airports and/or airlines (e.g. luggage handling, ticketing, security, etc.); or
- q. Contains words which commonsense dictates, in the discretion of the Director, should not be broadcast inside an airport facility (e.g. killer, bomb, terrorist, etc.).

EXHIBIT A

PERFORMANCE, USE AND OPERATIONAL REQUIREMENTS

Concessionaire will be allowed to display advertising on the Wi-Fi Walled Garden pages or in conjunction with complimentary Wi-Fi access 48 hours after submitting to City for approval, pending consent of the Executive Director. Any advertising installed without City's approval will require immediate removal from the Wi-Fi Access Portal upon receipt of City's written notification.

City may provide notification requiring removal via email to the following address:

pmagnarelli@boingo.com, sphillips@boingo.com, gmetalsky@boingo.com

The email notification will be deemed to be received by Concessionaire on the date LAWA sends the email.

7. CONTENT GUIDELINES FOR FREE WI-FI SYSTEM

The free public Wi-Fi System shall meet the content presentation guidelines outlined in this Agreement. These guidelines are intended to achieve a Wi-Fi solution with a good balance between advertising/sponsorship revenues for the Wi-Fi Concessionaire and a satisfactory user experience for the traveling public accessing the free Wi-Fi at the Airport. In addition to content requirements set forth elsewhere in this Agreement, content guidelines for the free public Wi-Fi System are:

7.1 The Concessionaire shall allocate space for LAX content in the landing page and other pages in the Wi-Fi System portal; the space allocated for LAX content will be controlled by the Airport.

7.2 No user information or user credentials shall be required to gain access to the free Wi-Fi service, although Concessionaire may allow users to optionally register to streamline the authentication process for future visits.

7.3 Landing Page / Welcome Portal Pages/Connections Options Pages

- (a) At least 45% of the landing page area (on a standard 1280 x 1024 screen resolution) shall be allocated to the Airport. In this section of the page, the Airport may include information about the Airport, as well as advertisements placed by the Terminal Media Operator. Concessionaire shall reserve 45% of the Landing Page which the Airport may use to include information about the Airport as well as advertisements placed by the Terminal Media Operator pursuant to the terms of Section 3.9 of the Agreement. Notwithstanding anything in the Agreement to the contrary, the parties may agree to implement modifications to the Landing and

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Portal pages which serve the mutual interest of the parties. Final approval for any such changes is subject to the approval of the Executive Director.

- (b) The user shall prominently see how to gain access to the free Wi-Fi System, regardless of any other access options or sponsorship advertisers, on the welcome portal. This may include a prominently displayed link to a secondary Connections Options Page where access to free Wi-Fi is prominently displayed.
- (c) The screen may include a separate area for paid advertising/ sponsorship ads controlled by the Concessionaire. Any such paid ads may not occupy more than 13% of any page view.
- (d) The Landing Page/Welcome Portal Pages or Connections Options Pages must not require users to sign up or opt-in for any sponsorship or offers as a condition for gaining access to the Wi-Fi System as further detailed in Section 10.5.9 of the Agreement.
- (e) Video Sponsorship Page (optional). Following the welcome/landing page, from the Connections Options page, the Concessionaire may direct the user to view a sponsored video message or similar advertisement as further detailed in Section 10.5.9 of the Agreement. The video must clearly disclose that content is provided by the Concessionaire and/or its sponsorship partners. The video shall provide a countdown timer for the length of the sponsorship impression. The length of the sponsorship video may not exceed thirty (30) seconds.

7.4 User Acceptance/ Terms and Conditions Page. At the beginning of the Wi-Fi session, and prior to granting the User internet access, the Concessionaire shall require the user to accept the Terms and Conditions. The Terms and Conditions shall be available to all users for review. The extent of the language of the terms and conditions must be approved by LAWA before posting.

7.5 Interior Pages. At the City's option, Concessionaire shall allocate up to 10% of any interior pages to the Airport in case the Airport decides to use this space for advertising brought by LAX's advertising concession tenant. No other advertising will be allowed in these screens.

7.6 While the user is accessing the Internet, the Wi-Fi System may not limit or interfere with the browser original content in any way. This Includes iframes or other web

EXHIBIT A

PERFORMANCE, USE AND OPERATIONAL REQUIREMENTS

browser content filtering or HTML proxy that alters the original content requested. Concessionaire shall provide an access session that is non-invasive and open for all authorized ports normally provided by top Internet service providers.

7.7 Concessionaire shall not allow pop-ups, javascript, active controls or any Trojan applets that attempt to read local user data.

7.8 Advertising banners should follow Universal Ad Package (UAP) dimensions as outlined by the Interactive Advertising Bureau (IAB) standard.

7.9 At the Airport's discretion, Concessionaire may be required to implement a time limit to each free Wi-Fi Session. The initial session length of free Wi-Fi will be 45 minutes in duration (subject to modification as set forth in Section 3.3.1.1 of the Agreement)

7.10 Confirmation of connectivity and speed will be confirmed using a Dell Latitude (or equivalent) laptop computer with an 802.11n Wi-Fi adapter installed. Internet access will be tested utilizing www.speedtest.net or similar Internet speed test. The test will be performed in multiple locations within previously certified coverage areas, not then reported to be affected by any outage or other diminished performance impacts such as construction. Each one to be tested at several times during a 4 hour period with high user presence, medium user presence, and low user presence, with the average speed calculated to confirm meeting the contracted commitment.

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EXHIBIT A

PERFORMANCE, USE AND OPERATIONAL REQUIREMENTS

EXHIBIT B

Equipment List

MAC Address	Primary Role	Sysname	Machine Type	AWG/Bolingo	LAWA	Comments
D48CB50E26ED	AP	LAX-T1-209-C36-C01	AIR-CAP3602I-A-K9			
D48CB512C9A8	AP	LAX-T1-209-C36-C02	AIR-CAP3602I-A-K9			
44:2b:03:a9:6d:13	AP	LAX-T1-R209-C36-C03	AIR-CAP3602I-A-K9			
44:2b:03:a9:66:71	AP	LAX-T1-R209-C36-C04	AIR-CAP3602I-A-K9			
44:2b:03:a9:6c:46	AP	LAX-T1-R209-C36-C05	AIR-CAP3602I-A-K9			
50:57:a8:3d:a9:d4	AP	LAX-T1-R209-C36-C06	AIR-CAP3602I-A-K9			
D48CB592F174	AP	LAX-T1-209-C36-C07	AIR-CAP3602I-A-K9			
f0:f7:55:ae:a8:1c	AP	LAX-T1-R209-C36-C08	AIR-CAP3602I-A-K9			
44:2b:03:a9:65:25	AP	LAX-T1-R209-C36-C09	AIR-CAP3602I-A-K9			
D867D9BD09E2	AP	LAX-T1-209-C36-C10	AIR-CAP3602I-A-K9			
50:57:a8:3d:ab:32	AP	LAX-T1-R209-C36-C11	AIR-CAP3602I-A-K9			
50:57:a8:3d:a7:c5	AP	LAX-T1-R209-C36-C12	AIR-CAP3602I-A-K9			
44:2b:03:a9:65:3d	AP	LAX-T1-R209-C36-C13	AIR-CAP3602I-A-K9			
44:2b:03:a9:67:76	AP	LAX-T1-202-C36-C14	AIR-CAP3602I-A-K9			
D867D9BD10EA	AP	LAX-T1-202-C36-C15	AIR-CAP3602I-A-K9			
D48CB512BDFC	AP	LAX-T1-202-C36-C16	AIR-CAP3602I-A-K9			
44:2b:03:a9:66:84	AP	LAX-T1-R202-C36-C17	AIR-CAP3602I-A-K9			
50:57:a8:3d:a8:d9	AP	LAX-T1-R202-C36-C18	AIR-CAP3602I-A-K9			
44:2b:03:a9:6d:2b	AP	LAX-T1-202-C36-C19	AIR-CAP3602I-A-K9			
D48CB592F1B0	AP	LAX-T1-312-C36-C20	AIR-CAP3602I-A-K9			
D4867D9B10F0	AP	LAX-T1-355-C36-C21	AIR-CAP3602I-A-K9			
5057.a83d.aa20	AP	LAX-T1-R335-C36-C22	AIR-CAP3602I-A-K9			
D48CB512C329	AP	LAX-T1-355-C36-C23	AIR-CAP3602I-A-K9			
D48CB50E2BBF	AP	LAX-T1-312-C36-C24	AIR-CAP3602I-A-K9			
D48CB50E3259	AP	LAX-T1-312-C36-C25	AIR-CAP3602I-A-K9			
D48CB50E320C	AP	LAX-T1-312-C36-C26	AIR-CAP3602I-A-K9			
D48CB512BDGF	AP	LAX-T1-355-C36-C27	AIR-CAP3602I-A-K9			
D867D9BD0885	AP	LAX-T1-312-C36-C28	AIR-CAP3602I-A-K9			
D48CB50E2680	AP	LAX-T1-355-C36-C29	AIR-CAP3602I-A-K9			
D867D9BCFF29	AP	LAX-T1-355-C36-C30	AIR-CAP3602I-A-K9			
D867D9BD069F	AP	LAX-T1-355-C36-C31	AIR-CAP3602I-A-K9			
D48CB50E26DC	AP	LAX-T1-312-C36-C32	AIR-CAP3602I-A-K9			
50:57:a8:3d:a8:75	AP	LAX-T1-R312-C36-C33	AIR-CAP3602I-A-K9			
442b.03a9.68f5	AP	LAX-T1-355-C36-C34	AIR-CAP3602I-A-K9			
50:57:a8:3d:aa:22	AP	LAX-T1-312-C36-C35	AIR-CAP3602I-A-K9			
D867D9BD1055	AP	LAX-T1-113-C36-T36	AIR-CAP3602I-A-K9			
D867D9BD1089	AP	LAX-T1-113-C36-T37	AIR-CAP3602I-A-K9			
D48CB512BD60	AP	LAX-T1-113-C36-T38	AIR-CAP3602I-A-K9			
D48CB50E26F0	AP	LAX-T1-312-C36-T39	AIR-CAP3602I-A-K9			
D48CB512BDD1	AP	LAX-T1-312-C36-T40	AIR-CAP3602I-A-K9			
D867D9BD1071	AP	LAX-T1-113-C36-B41	AIR-CAP3602I-A-K9			
D48CB512C516	AP	LAX-T1-113-C36-B42	AIR-CAP3602I-A-K9			
D48CB50E3252	AP	LAX-T1-113-C36-B43	AIR-CAP3602I-A-K9			
D48CB50E3252	AP	LAX-T1-113-C36-B44	AIR-CAP3602I-A-K9			
D48CB512C30F	AP	LAX-T1-312-C36-B45	AIR-CAP3602I-A-K9			
D867D9BD0616	AP	LAX-T1-312-C36-B46	AIR-CAP3602I-A-K9			
D48CB512C400	AP	LAX-T1-312-C36-B47	AIR-CAP3602I-A-K9			
E4D3F1C90AA1	AP	LAX-T1-335-C36-M48	AIR-CAP3602I-A-K9			
E4D3F1C90EAB	AP	LAX-T1-312-C36-M49	AIR-CAP3602I-A-K9			
A4934CB26EF8	AP	LAX-T2-T2A-C36-C01	AIR-CAP3602I-A-K9			
D867D9BD08EC	AP	LAX-T2-T2A-C36-C02	AIR-CAP3602I-A-K9			
D48CB50E2C40	AP	LAX-T2-T2A-C36-C03	AIR-CAP3602I-A-K9			
D48CB50E2675	AP	LAX-T2-T2A-C36-C04	AIR-CAP3602I-A-K9			
D867D9BD0890	AP	LAX-T2-T2A-C36-C05	AIR-CAP3602I-A-K9			
D48CB50E2CFE	AP	LAX-T2-T2A-C36-C06	AIR-CAP3602I-A-K9			
B867D9BD0851	AP	LAX-T2-T2A-C36-C07	AIR-CAP3602I-A-K9			
D48CB512C91D	AP	LAX-T2-T2A-C36-C08	AIR-CAP3602I-A-K9			
D48CB592F18A	AP	LAX-T2-T2A-C36-C09	AIR-CAP3602I-A-K9			
D48CB50E31D2	AP	LAX-T2-T2A-C36-C10	AIR-CAP3602I-A-K9			
D48CB512BDA1	AP	LAX-T2-T2A-C36-C11	AIR-CAP3602I-A-K9			
D867D9BD10E4	AP	LAX-T2-T2A-C36-C12	AIR-CAP3602I-A-K9			
D867D9BD012C	AP	LAX-T2-304-C36-C13	AIR-CAP3602I-A-K9			
D48CD592F198	AP	LAX-T2-304-C36-C14	AIR-CAP3602I-A-K9			

MAC Address	Primary Role	Sysname	Machine Type	AWG/Bolingo	LAWA	Comments
D867D9BD1070	AP	LAX-T2-304-C36-C15	AIR-CAP3602I-A-K9			
D48CB512BD9F	AP	LAX-T2-304-C36-C16	AIR-CAP3602I-A-K9			
D48CB592F101	AP	LAX-T2-304-C36-C17	AIR-CAP3602I-A-K9			
D48CB50E2C28	AP	LAX-T2-304-C36-C18	AIR-CAP3602I-A-K9			
D48CB512BF78	AP	LAX-T2-304-C36-C19	AIR-CAP3602I-A-K9			
D48CB50E2C08	AP	LAX-T2-304-C36-C20	AIR-CAP3602I-A-K9			
D48CB592F182	AP	LAX-T2-304-C36-C21	AIR-CAP3602I-A-K9			
D48CB512C98C	AP	LAX-T2-304-C36-C22	AIR-CAP3602I-A-K9			
D48CB592F195	AP	LAX-T2-304-C36-C23	AIR-CAP3602I-A-K9			
D48CB50E329E	AP	LAX-T2-T2A-C36-M24	AIR-CAP3602I-A-K9			
D48CB512C3F8	AP	LAX-T2-223-C36-T24	AIR-CAP3602I-A-K9			
D48CB592F182	AP	LAX-T2-223-C36-T25	AIR-CAP3602I-A-K9			
D48CB50E32B4	AP	LAX-T2-223-C36-T26	AIR-CAP3602I-A-K9			
D48CB50E2CE4	AP	LAX-T2-223-C36-T27	AIR-CAP3602I-A-K9			
D48CB512C9A0	AP	LAX-T2-2030-C36-T28	AIR-CAP3602I-A-K9			
D86709BD008F	AP	LAX-T2-2030-C36-T29	AIR-CAP3602I-A-K9			
D48CB512C309	AP	LAX-T2-2030-C36-T30	AIR-CAP3602I-A-K9			
D48CB512C98B	AP	LAX-T2-2030-C36-T31	AIR-CAP3602I-A-K9			
D48CB592F183	AP	LAX-T2-2030-C36-T32	AIR-CAP3602I-A-K9			
D48CB512BDEC	AP	LAX-T2-2047-C36-T33	AIR-CAP3602I-A-K9			
D48CB50E26D8	AP	LAX-T2-2047-C36-T34	AIR-CAP3602I-A-K9			
D48CB50E32BB	AP	LAX-T2-2047-C36-T35	AIR-CAP3602I-A-K9			
D48CB50E327B	AP	LAX-T2-1010-C36-B36	AIR-CAP3602I-A-K9			
D48CB50E2CFF	AP	LAX-T2-1010-C36-B37	AIR-CAP3602I-A-K9			
D48CB512C30C	AP	LAX-T2-1010-C36-B38	AIR-CAP3602I-A-K9			
D48CB512C3DF	AP	LAX-T2-1010-C36-B39	AIR-CAP3602I-A-K9			
D48CB592F1C5	AP	LAX-T2-1010-C36-B40	AIR-CAP3602I-A-K9			
D48CB592F14F	AP	LAX-T2-1010-C36-B41	AIR-CAP3602I-A-K9			
D48CB50E3277	AP	LAX-T2-2047-C36-B42	AIR-CAP3602I-A-K9			
D48CB592F1A1	AP	LAX-T2-2047-C36-B43	AIR-CAP3602I-A-K9			
D48CB50E26C1	AP	LAX-T2-2047-C36-B44	AIR-CAP3602I-A-K9			
D48CB512C9DF	AP	LAX-T3-361A-C36-C01	AIR-CAP3602I-A-K9			
E4D3F1C90A05	AP	LAX-T3-361A-C36-C02	AIR-CAP3602I-A-K9			
D48CB512C9DE	AP	LAX-T3-342B-C36-C03	AIR-CAP3602I-A-K9			
D48CB512C9F9	AP	LAX-T3-342B-C36-C04	AIR-CAP3602I-A-K9			
D48CB50E2C4B	AP	LAX-T3-361A-C36-C05	AIR-CAP3602I-A-K9			
E4D3F1EF82FD	AP	LAX-T3-361A-C36-C06	AIR-CAP3602I-A-K9			
D8677D9BD085E	AP	LAX-T3-342B-C36-C07	AIR-CAP3602I-A-K9			
D867D9BCE53E	AP	LAX-T3-342B-C36-C08	AIR-CAP3602I-A-K9			
D48CB592F176	AP	LAX-T3-361A-C36-C09	AIR-CAP3602I-A-K9			
D48CB592F167	AP	LAX-T3-342B-C36-C10	AIR-CAP3602I-A-K9			
E4D3F1C909D1	AP	LAX-T3-361A-C36-C11	AIR-CAP3602I-A-K9			
D48CB592F1A8	AP	LAX-T3-342B-C36-C12	AIR-CAP3602I-A-K9			
D48CB50E32A8	AP	LAX-T3-361A-C36-C13	AIR-CAP3602I-A-K9			
D48CB50E3293	AP	LAX-T3-342B-C36-C14	AIR-CAP3602I-A-K9			
D867D9BD1099	AP	LAX-T3-361A-C36-C15	AIR-CAP3602I-A-K9			
D48CB50E2CF6	AP	LAX-T3-342B-C36-C16	AIR-CAP3602I-A-K9			
D48CB592F1D0	AP	LAX-T3-361A-C36-C17	AIR-CAP3602I-A-K9			
D867D9BD108F	AP	LAX-T3-342B-C36-C18	AIR-CAP3602I-A-K9			
D48CB59F116	AP	LAX-T3-361A-C36-C19	AIR-CAP3602I-A-K9			
D867D9BD106F	AP	LAX-T3-342B-C36-C20	AIR-CAP3602I-A-K9			
E4D3F1EF7B82	AP	LAX-T3-GATE30ITRM-C36-C21	AIR-CAP3602I-A-K9			
E4D3F1EF7D75	AP	LAX-T3-GATE30ITRM-C36-C22	AIR-CAP3602I-A-K9			
D48CB592F1A6	AP	LAX-T3-GATE30ITRM-C36-C23	AIR-CAP3602I-A-K9			
D867D9BD10F7	AP	LAX-T3-GATE30ITRM-C36-C24	AIR-CAP3602I-A-K9			
A4934CC13B16	AP	LAX-T3-GATE30ITRM-C36-C25	AIR-CAP3602I-A-K9			
D48CB512C9EA	AP	LAX-T3-GATE30ITRM-C36-C26	AIR-CAP3602I-A-K9			
D48CB592F11F	AP	LAX-T3-GATE30ITRM-C36-C27	AIR-CAP3602I-A-K9			
E4D3F1EF7DD9	AP	LAX-T3-GATE30ITRM-C36-C28	AIR-CAP3602I-A-K9			
D48CB592F1C6	AP	LAX-T3-GATE30ITRM-C36-C29	AIR-CAP3602I-A-K9			
E4D3F1EF7954	AP	LAX-T3-261-C36-T30	AIR-CAP3602I-A-K9			
E4D3F15E3AA8	AP	LAX-T3-261-C36-T31	AIR-CAP3602I-A-K9			
E4D3F1EF8091	AP	LAX-T3-261-C36-T32	AIR-CAP3602I-A-K9			

MAC Address	Primary Role	Sysname	Machine Type	AWG/Bolingo	LAWA	Comments
E4D3F1C908B3	AP	LAX-T3-ARRIVALLEVELITCLOSET-C36-T33	AIR-CAP3602I-A-K9			
E4D3F1C90EFE	AP	LAX-T3-ARRIVALLEVELITCLOSET-C36-T34	AIR-CAP3602I-A-K9			
E4D3F1C9080D	AP	LAX-T3-261-C36-B35	AIR-CAP3602I-A-K9			
E4D3F1EF7C88	AP	LAX-T3-261-C36-B36	AIR-CAP3602I-A-K9			
E4D3F1C90F06	AP	LAX-T3-261-C36-B37	AIR-CAP3602I-A-K9			
E4D3F1C90F00	AP	LAX-T3-ARRIVALLEVELITCLOSET-C36-B38	AIR-CAP3602I-A-K9			
E4D3F1C908C5	AP	LAX-T3-ARRIVALLEVELITCLOSET-C36-B39	AIR-CAP3602I-A-K9			
E4D3F1EF82C7	AP	LAX-T3-361A-C36-C19.1	AIR-CAP3602I-A-K9			
6C2056E13912	AP	LAX-T3-361A-C36-C19.2	AIR-CAP3602I-A-K9			
6C2056E12E72	AP	LAX-T3-361A-C36-C06.1	AIR-CAP3602I-A-K9			
6C2056E138DD	AP	LAX-T3-361A-C36-C06.2	AIR-CAP3602I-A-K9			
D48CB592F1BB	AP	LAX-T4-CUSTODIAL CLOSET-C36-C01	AIR-CAP3602I-A-K9			
D867D9BD0F6A	AP	LAX-T4-CUSTODIAL CLOSET-C36-C02	AIR-CAP3602I-A-K9			
D48CB50E32BA	AP	LAX-T4-CUSTODIAL CLOSET-C36-C03	AIR-CAP3602I-A-K9			
D48CB592F15F	AP	LAX-T4-CUSTODIAL CLOSET-C36-C04	AIR-CAP3602I-A-K9			
D48CB592F1A9	AP	LAX-T4-CUSTODIAL CLOSET-C36-C05	AIR-CAP3602I-A-K9			
D48CB592F16E	AP	LAX-T4-CUSTODIAL CLOSET-C36-C06	AIR-CAP3602I-A-K9			
442B03A968F0	AP	LAX-T4-CUSTODIAL CLOSET-C36-C07	AIR-CAP3602I-A-K9			
442B03A96224	AP	LAX-T4-CUSTODIAL CLOSET-C36-C08	AIR-CAP3602I-A-K9			
442B03A96915	AP	LAX-T4-CUSTODIAL CLOSET-C36-C09	AIR-CAP3602I-A-K9			
442B03A96887	AP	LAX-T4-CUSTODIAL CLOSET-C36-C10	AIR-CAP3602I-A-K9			
442B03A968FA	AP	LAX-T4-CUSTODIAL CLOSET-C36-C11	AIR-CAP3602I-A-K9			
442B03A962C9	AP	LAX-T4-CUSTODIAL CLOSET-C36-C12	AIR-CAP3602I-A-K9			
D867D9BD0F94	AP	LAX-T4-CUSTODIAL CLOSET-C36-C13	AIR-CAP3602I-A-K9			
442B03A96266	AP	LAX-T4-CUSTODIAL CLOSET-C36-C15	AIR-CAP3602I-A-K9			
442B03A96213	AP	LAX-T4-CUSTODIAL CLOSET-C36-C16	AIR-CAP3602I-A-K9			
442B03A9685E	AP	LAX-T4-CUSTODIAL CLOSET-C36-C17	AIR-CAP3602I-A-K9			
F0F755AEC13C	AP	LAX-T4-CUSTODIAL CLOSET-C36-C18	AIR-CAP3602I-A-K9			
F0F755AECA90	AP	LAX-T4-CUSTODIAL CLOSET-C36-C19	AIR-CAP3602I-A-K9			
442B03A966CA	AP	LAX-T4-CUSTODIAL CLOSET-C36-C20	AIR-CAP3602I-A-K9			
5057A83DAA39	AP	LAX-T4-CUSTODIAL CLOSET-C36-C21	AIR-CAP3602I-A-K9			
442B03A961F	AP	LAX-T4-CUSTODIAL CLOSET-C36-C22	AIR-CAP3602I-A-K9			
5057A83DA555	AP	LAX-T4-CUSTODIAL CLOSET-C36-C23	AIR-CAP3602I-A-K9			
F0F755AEC5D0	AP	LAX-T4-3603-C36-C24	AIR-CAP3602I-A-K9			
5057A83DA989	AP	LAX-T4-3603-C36-C25	AIR-CAP3602I-A-K9			
F0F755AEC1A	AP	LAX-T4-3603-C36-C26	AIR-CAP3602I-A-K9			
F0F755AED011	AP	LAX-T4-3603-C36-C27	AIR-CAP3602I-A-K9			
D48CB512C9D4	AP	LAX-T4-3603-C36-C28	AIR-CAP3602I-A-K9			
F0F755AEC6D1	AP	LAX-T4-3603-C36-C29	AIR-CAP3602I-A-K9			
5057A83DA0AB	AP	LAX-T4-3603-C36-C30	AIR-CAP3602I-A-K9			
442B03A96225	AP	LAX-T4-3603-C36-C31	AIR-CAP3602I-A-K9			
C89C1D0D9E7F	AP	LAX-T4-3206-C1262-T32	AIR-LAP1262N-A-K9			
C89C1D0D9E0D	AP	LAX-T4-3206-C1262-T33	AIR-LAP1262N-A-K9			
C89C1D0D9DD0	AP	LAX-T4-3206-C1262-T34	AIR-LAP1262N-A-K9			
C89C1DAF2866	AP	LAX-T4-3206-C1262-T35	AIR-CAP3602I-A-K9			
D48CB592F114	AP	LAX-T4-1204-C36-B36	AIR-CAP3602I-A-K9			
D48CB50E2C1C	AP	LAX-T4-1204-C36-B37	AIR-CAP3602I-A-K9			
D867D9BD1094	AP	LAX-T4-1204-C36-B38	AIR-CAP3602I-A-K9			
D867D9BD1095	AP	LAX-T4-1204-C36-B39	AIR-CAP3602I-A-K9			
D86D9BD0699	AP	LAX-T4-1204-C36-B40	AIR-CAP3602I-A-K9			
D48CB512BDEF	AP	LAX-T4-1204-C36-B41	AIR-CAP3602I-A-K9			
D48CB592F177	AP	LAX-T4-1204-C36-B42	AIR-CAP3602I-A-K9			
D48CB50E32B9	AP	LAX-T4-1204-C36-B43	AIR-CAP3602I-A-K9			
D867D9BD0767	AP	LAX-T4-1204-C36-B44	AIR-CAP3602I-A-K9			
5057.a83d.a768	AP	LAX-T5-3719-C36-C02	AIR-CAP3602I-A-K9			
D867D9BD059C	AP	LAX-T5-3719-C36-C03	AIR-CAP3602I-A-K9			
D48CB512BD85	AP	LAX-T5-3719-C36-C04	AIR-CAP3602I-A-K9			
5057.a83d.a7b5	AP	LAX-T5-3719-C36-C05	AIR-CAP3602I-A-K9			
442b.03a9.6c8a	AP	LAX-T5-3719-C36-C06	AIR-CAP3602I-A-K9			
D867D9BD053F	AP	LAX-T5-3719-C36-C07	AIR-CAP3602I-A-K9			
D867D9BD05EF	AP	LAX-T5-3719-C36-C08	AIR-CAP3602I-A-K9			
f0f7.55ae.cb3c	AP	LAX-T5-3719-C36-C09	AIR-CAP3602I-A-K9			
442b.03a9.6505	AP	LAX-T5-3719-C36-C10	AIR-CAP3602I-A-K9			

MAC Address	Primary Role	Sysname	Machine Type	AWG/Boingo	LAWA	Comments
442b.03a9.6504	AP	LAX-T5-3719-C36-C11	AIR-CAP3602I-A-K9			
442b.03a9.6350	AP	LAX-T5-3719-C36-C12	AIR-CAP3602I-A-K9			
D48CB512C33E	AP	LAX-T5-3719-C36-C14	AIR-CAP3602I-A-K9			
D867D9BD0DFE	AP	LAX-T5-3719-C36-C15	AIR-CAP3602I-A-K9			
F0F755AECDB6	AP	LAX-T5-3719-C36-C16	AIR-CAP3602I-A-K9			
442b.03a9.6535	AP	LAX-T5-3719-C36-C17	AIR-CAP3602I-A-K9			
442b.03a9.6cd7	AP	LAX-T5-3719-C36-C18	AIR-CAP3602I-A-K9			
f0f7.55ae.ccd2	AP	LAX-T5-3719-C36-C19	AIR-CAP3602I-A-K9			
D867D9BCE520	AP	LAX-T5-3719-C36-C20	AIR-CAP3602I-A-K9			
D48CB592F184	AP	LAX-T5-3719-C36-C21	AIR-CAP3602I-A-K9			
f0f7.55ae.cb74	AP	LAX-T5-3719-C36-C22	AIR-CAP3602I-A-K9			
442b.03a9.6cc5	AP	LAX-T5-3308A-C36-C23	AIR-CAP3602I-A-K9			
5057.a83d.a787	AP	LAX-T5-3308A-C36-C24	AIR-CAP3602I-A-K9			
f0f7.55ae.cd4e	AP	LAX-T5-3308A-C36-C25	AIR-CAP3602I-A-K9			
5057.a83d.ab42	AP	LAX-T5-3308A-C36-C26	AIR-CAP3602I-A-K9			
5057.a83d.a6f0	AP	LAX-T5-3308A-C36-C27	AIR-CAP3602I-A-K9			
D48CB512BDC9	AP	LAX-T5-1108-C36-T28	AIR-CAP3602I-A-K9			
D48CB50E26D4	AP	LAX-T5-1108-C36-T29	AIR-CAP3602I-A-K9			
D48CB512BDF3	AP	LAX-T5-1108-C36-T30	AIR-CAP3602I-A-K9			
D48CB512C45E	AP	LAX-T5-1313-C36-T31	AIR-CAP3602I-A-K9			
D48CB50E26E6	AP	LAX-T5-1313-C36-T32	AIR-CAP3602I-A-K9			
D48CB512BD82	AP	LAX-T5-1313-C36-T33	AIR-CAP3602I-A-K9			
D48CB592F1AB	AP	LAX-T5-1313-C36-T34	AIR-CAP3602I-A-K9			
D48CB592F150	AP	LAX-T5-1313-C36-T35	AIR-CAP3602I-A-K9			
D867D9BD06D6	AP	LAX-T5-1108-C36-B36	AIR-CAP3602I-A-K9			
D48CB592F1AF	AP	LAX-T5-1108-C36-B37	AIR-CAP3602I-A-K9			
D48CB592F1C0	AP	LAX-T5-1108-C36-B38	AIR-CAP3602I-A-K9			
D48CB50E26B5	AP	LAX-T5-1108-C36-B39	AIR-CAP3602I-A-K9			
D48CB50E2C27	AP	LAX-T5-1108-C36-B40	AIR-CAP3602I-A-K9			
D48CB512C3E0	AP	LAX-T5-1108-C36-B41	AIR-CAP3602I-A-K9			
D48CB592F1A7	AP	LAX-T5-1313-C36-B42	AIR-CAP3602I-A-K9			
D48CB50E26C0	AP	LAX-T5-1313-C36-B43	AIR-CAP3602I-A-K9			
D48CB592F1CE	AP	LAX-T5-1313-C36-B44	AIR-CAP3602I-A-K9			
442B03A966A5	AP	LAX-T7-SPRINKLER CONTROL RM-C36-C01	AIR-CAP3602I-A-K9			
442B03A9620F	AP	LAX-T7-SPRINKLER CONTROL RM-C36-C02	AIR-CAP3602I-A-K9			
5057A83DA4F5	AP	LAX-T7-SPRINKLER CONTROL RM-C36-C03	AIR-CAP3602I-A-K9			
5057A83DAQAO	AP	LAX-T7-SPRINKLER CONTROL RM-C36-C04	AIR-CAP3602I-A-K9			
D48CB50E2BC5	AP	LAX-T7-SPRINKLER CONTROL RM-C36-C05	AIR-CAP3602I-A-K9			
442B03A96204	AP	LAX-T7-SPRINKLER CONTROL RM-C36-C06	AIR-CAP3602I-A-K9			
442B03A961BB	AP	LAX-T7-SPRINKLER CONTROL RM-C36-C09	AIR-CAP3602I-A-K9			
442B03A96260	AP	LAX-T7-SPRINKLER CONTROL RM-C36-C10	AIR-CAP3602I-A-K9			
D48CB592F104	AP	LAX-T7-SPRINKLER CONTROL RM-C36-C11	AIR-CAP3602I-A-K9			
442B03A961D9	AP	LAX-T7-SPRINKLER CONTROL RM-C36-C12	AIR-CAP3602I-A-K9			
442B03A96203	AP	LAX-T7-SPRINKLER CONTROL RM-C36-C13	AIR-CAP3602I-A-K9			
442B03A96215	AP	LAX-T7-SPRINKLER CONTROL RM-C36-C14	AIR-CAP3602I-A-K9			
5057A83DA53D	AP	LAX-T7-SPRINKLER CONTROL RM-C36-C15	AIR-CAP3602I-A-K9			
D48CB592F108	AP	LAX-T7-SPRINKLER CONTROL RM-C36-C16	AIR-CAP3602I-A-K9			
442B03A9663F	AP	LAX-T7-SPRINKLER CONTROL RM-C36-C17	AIR-CAP3602I-A-K9			
D48CB592F1B1	AP	LAX-T7-SPRINKLER CONTROL RM-C36-C18	AIR-CAP3602I-A-K9			
D48CB50E2512	AP	LAX-T7-SPRINKLER CONTROL RM-C36-C19	AIR-CAP3602I-A-K9			
5057A83DA924	AP	LAX-T7-SPRINKLER CONTROL RM-C36-C20	AIR-CAP3602I-A-K9			
5057A83DA516	AP	LAX-T7-SPRINKLER CONTROL RM-C36-C21	AIR-CAP3602I-A-K9			
442B03A9603E	AP	LAX-T7-SPRINKLER CONTROL RM-C36-C22	AIR-CAP3602I-A-K9			
D48CB59F17A	AP	LAX-T7-SPRINKLER CONTROL RM-C36-C23	AIR-CAP3602I-A-K9			
D48CB512C9C8	AP	LAX-T7-SPRINKLER CONTROL RM-C36-C24	AIR-CAP3602I-A-K9			
D867D9BD0689	AP	LAX-T7-T310-C36-C25	AIR-CAP3602I-A-K9			
442B03A968AO	AP	LAX-T7-T310-C36-C26	AIR-CAP3602I-A-K9			
E4D3F1C90F17	AP	LAX-T7-T310-C36-C27	AIR-CAP3602I-A-K9			
442B03A96211	AP	LAX-T7-T310-C36-C28	AIR-CAP3602I-A-K9			
5057A83DA8D7	AP	LAX-T7-T310-C36-C29	AIR-CAP3602I-A-K9			
D867D9BCE5E2	AP	LAX-T7-T310-C36-C30	AIR-CAP3602I-A-K9			
F0F755AECCEFA	AP	LAX-T7-T310-C36-C31	AIR-CAP3602I-A-K9			
FC9947D52C35	AP	LAX-T7-2105A-C1262-T32	AIR-LAP1262N-A-K9			

MAC Address	Primary Role	Sysname	Machine Type	AWG/Bolingo	LAWA	Comments
D867D9BD10B2	AP	LAX-T7-2105A-C36-T33	AIR-CAP3602I-A-K9			
FC9947D53692	AP	LAX-T7-2105A-C1262-T34	AIR-LAP1262N-A-K9			
D48CB50E2C38	AP	LAX-T7-2108-C36-T35	AIR-CAP3602I-A-K9			
E4D3F15E3B8D	AP	LAX-T7-2108-C36-T36	AIR-CAP3602I-A-K9			
E4D3F1EF8319	AP	LAX-T7-2108-C36-T37	AIR-CAP3602I-A-K9			
E4D3F1EF8257	AP	LAX-T7-2108-C36-T38	AIR-CAP3602I-A-K9			
E4D3F1C90EF2	AP	LAX-T7-2105A-C36-B39	AIR-CAP3602I-A-K9			
E4D3F1EF8313	AP	LAX-T7-2105A-C36-B40	AIR-CAP3602I-A-K9			
E4D3F15E3C8C	AP	LAX-T7-2105A-C36-B41	AIR-CAP3602I-A-K9			
E4D3F1EF82B4	AP	LAX-T7-2105A-C36-B42	AIR-CAP3602I-A-K9			
E4D3F1EF82C9	AP	LAX-T7-2105A-C36-B43	AIR-CAP3602I-A-K9			
F0F755AECB43	AP	LAX-T8-SOUTH ITD-C36-C01	AIR-CAP3602I-A-K9			
E4D3F1C90F2C	AP	LAX-T8-SOUTH ITD-C36-C02	AIR-CAP3602I-A-K9			
442B03A9621D	AP	LAX-T8-SOUTH ITD-C36-C03	AIR-CAP3602I-A-K9			
5057A83DA9CF	AP	LAX-T8-SOUTH ITD-C36-C04	AIR-CAP3602I-A-K9			
6C2056E693C9	AP	LAX-T8-SOUTH ITD-C36-C05	AIR-CAP3602I-A-K9			
F0F755AECCB0	AP	LAX-T8-SOUTH ITD-C36-C06	AIR-CAP3602I-A-K9			
F0F755AECDC1C	AP	LAX-T8-SOUTH ITD-C36-C07	AIR-CAP3602I-A-K9			
E4D3F1EF82DF	AP	LAX-T8-SOUTH ITD-C36-C08	AIR-CAP3602I-A-K9			
5057A83DA027	AP	LAX-T8-NORTHITD-C36-C09	AIR-CAP3602I-A-K9			
E4D3F1EF7DDC	AP	LAX-T8-NORTHITD-C36-C10	AIR-CAP3602I-A-K9			
D48CB592F1B9	AP	LAX-T8-NORTHITD-C36-C11	AIR-CAP3602I-A-K9			
D867D9BD084F	AP	LAX-T8-NORTHITD-C36-C12	AIR-CAP3602I-A-K9			
E4D3F1EF82C4	AP	LAX-T8-NORTHITD-C36-C13	AIR-CAP3602I-A-K9			
D48CB512C9E9	AP	LAX-T8-NORTHITD-C36-C14	AIR-CAP3602I-A-K9			
F0F755AECB42	AP	LAX-T8-NORTHITD-C36-C15	AIR-CAP3602I-A-K9			
E4D3F15E3C8D	AP	LAX-T8-NORTHITD-C36-C16	AIR-CAP3602I-A-K9			
5057A83DAB7F	AP	LAX-T8-NORTHITD-C36-C17	AIR-CAP3602I-A-K9			
D48CB512C9C5	AP	LAX-T8-NORTHITD-C36-C18	AIR-CAP3602I-A-K9			
D48CB592F179	AP	LAX-T8-CUSTODIAL LUNCHROOM-C36-C19	AIR-CAP3602I-A-K9			
D867D9BD0894	AP	LAX-T8-CUSTODIAL LUNCHROOM-C36-C20	AIR-CAP3602I-A-K9			
D48CB512CA02	AP	LAX-T8-CUSTODIAL LUNCHROOM-C36-C21	AIR-CAP3602I-A-K9			
A4934CB26F08	AP	LAX-T8-CUSTODIAL LUNCHROOM-C36-C22	AIR-CAP3602I-A-K9			
D48CB592F1DA	AP	LAX-T8-CUSTODIAL LUNCHROOM-C36-C23	AIR-CAP3602I-A-K9			
E4D3F1C90EA7	AP	LAX-T8-CUSTODIAL LUNCHROOM-C36-C24	AIR-CAP3602I-A-K9			
E4D3F1EF82FE	AP	LAX-T8-CUSTODIAL LUNCHROOM-C36-C25	AIR-CAP3602I-A-K9			
E4D3F1C90F26	AP	LAX-T8-CUSTODIAL LUNCHROOM-C36-C26	AIR-CAP3602I-A-K9			
E4D3F15E380F	AP	LAX-T6-2301-C36-T01	AIR-CAP3602I-A-K9			
E4D3F1C90457	AP	LAX-T6-2301-C36-T02	AIR-CAP3602I-A-K9			
D867D9BD061E	AP	LAX-T6-2301-C36-T03	AIR-CAP3602I-A-K9			
E4D3F1EF4C64	AP	LAX-T6-1120-C36-T04	AIR-CAP3602I-A-K9			
D48CB50E32B7	AP	LAX-T6-1120-C36-T05	AIR-CAP3602I-A-K9			
D48CB50E2684	AP	LAX-T6-1120-C36-T06	AIR-CAP3602I-A-K9			
E4D3F1C90A00	AP	LAX-T6-1120-C36-B07	AIR-CAP3602I-A-K9			
E4D3F1EF7CD7	AP	LAX-T6-1120-C36-B08	AIR-CAP3602I-A-K9			
E4D3F15E38A6	AP	LAX-T6-1120-C36-B09	AIR-CAP3602I-A-K9			
E4D3F1C909EF	AP	LAX-T6-1120-C36-B10	AIR-CAP3602I-A-K9			
6C2056B51C1C	AP	LAX-TAAEAGLE-RM114-C36-C01	AIR-CAP3602I-A-K9			
FC9947A228AA	AP	LAX-TAAEAGLE-RM114-C36-C02	AIR-CAP3602I-A-K9			
FC9947A228D2	AP	LAX-TAAEAGLE-RM114-C36-C03	AIR-CAP3602I-A-K9			
E4D3F1C90EF8	AP	LAX-TAAEAGLE-RM114-C36-C04	AIR-CAP3602I-A-K9			
E4D3F1C90C33	AP	LAX-TAAEAGLE-RM114-C36-C05	AIR-CAP3602I-A-K9			
E4D3F1EF82CA	AP	LAX-TAAEAGLE-RM114-C36-C06	AIR-CAP3602I-A-K9			
6C2056E138EB	AP	LAX-TAAEAGLE-RM114-C36-C07	AIR-CAP3602I-A-K9			
6C2056E697E4	AP	LAX-TAAEAGLE-RM114-C36-C08	AIR-CAP3602I-A-K9			
6C2056B51C07	AP	LAX-TAAEAGLE-RM114-C36-C09	AIR-CAP3602I-A-K9			
E4D3F1EF7BA8	AP	LAX-TAAEAGLE-RM114-C36-C10	AIR-CAP3602I-A-K9			
FC9947A20EC4	AP	LAX-TAAEAGLE-RM114-C36-C11	AIR-CAP3602I-A-K9			
6C2056B51B9D	AP	LAX-TAAEAGLE-RM114-C36-C12	AIR-CAP3602I-A-K9			
	MAP	LAX-TAAEAGLE-MAP (LAX-COMM-MESH)	AIR-CAP1552E-A-K9			
	RAP	LAX-CORE-RAP (Telcom-Tower-RAP)	AIR-CAP1552E-A-K9			
5057a83dac97	AP	LAX-Core AP	AIR-CAP3602I-A-K9			

Device Type	Device Name	Machine Type	Terminal/Location	AWG/Boingo	LAWA	Comments
Server (iDrac)	idrac-4WD4FX1	Dell Computer Corporation	Telecom 120			
PDU	RackPDU	APC PDU	Telecom 120			
Router	LAX-CORE-ASR1001	Cisco ASR1001	Telecom 120			
L2/L3 Switch	LAX-Core-Fiber	WS-C3750X-12S	Telecom 120			
L2/L3 Switch	LAX-Core-Copper	Cisco Catalyst 3560-G24TS	Telecom 120			
L2/L3 Switch	LAX-CORE-8-Port	WS-C3560CG-8PC-S	Telecom 120			
WLC	AWG-LAX-5508	Cisco 5500 Series Wireless Controller	Telecom 120			
Switch	LAX-T1-BS001.hotspot.t-mobile.com	WS-C3750X-12S	T1 113			
Switch	LAXT1-IDF1-113-RW1.hotspot.t-mobile.com	WS-C3560CG-8PC-S	T1 113			
Switch	LAXT1-IDF4-202-RW1.hotspot.t-mobile.com	WS-C2960S-24PS-L	T1 202			
Switch	LAXT1-IDF5-209-RW1.hotspot.t-mobile.com	WS-C2960S-24PS-L	T1 209			
Switch	LAXT1-IDF3-312-RW1.hotspot.t-mobile.com	WS-C2960S-24PS-L	T1 312			
Switch	LAXT1-IDF2-335-RW1.hotspot.t-mobile.com	WS-C2960S-24PS-L	T1 335			
Switch	LAXT2-IDF5-1010-RW1.hotspot.t-mobile.com	WS-C3560CG-8PC-S	T2 1010			
Switch	LAXT2-MDF1-1060-RW1.hotspot.t-mobile.com	WS-C3750X-12S	T2 1060			
Switch	LAXT2-IDF4-2030-RW1.hotspot.t-mobile.com	WS-C3560CG-8PC-S	T2 2030			
Switch	LAXT2-IDF3-2047-RW1.hotspot.t-mobile.com	WS-C3560CG-8PC-S	T2 2047			
Switch	LAXT2-IDF6-223-RW1.hotspot.t-mobile.com	WS-C3560CG-8PC-S	T2 223			
Switch	LAXT2-IDF2-304-RW1.hotspot.t-mobile.com	WS-C2960S-24PS-L	T2 304			
Switch	LAXT2-IDF1-T2A-RW1.hotspot.t-mobile.com	WS-C2960S-24PS-L	T2 T2A			
Switch	LAXT3-MDF1-132-RW1.hotspot.t-mobile.com	WS-C3750X-12S	T3 132			
Switch	LAXT3-IDF5-261-RW1.hotspot.t-mobile.com	WS-C3560CG-8PC-S	T3 261			
Switch	LAXT3-IDF2-342B-RW1.hotspot.t-mobile.com	WS-C2960S-24PS-L	T3 342B			
Switch	LAXT3-IDF1-361A-RW1.hotspot.t-mobile.com	WS-C2960S-24PS-L	T3 361A			
Switch	LAXT3-IDF4-ARRIVAL-LEVEL-IT-CLOSET-RW1.hotspot.t-mobile.com	WS-C3560CG-8PC-S	T3 Arrival Lvl IT Clst			
Switch	LAXT3-IDF3-GATE30-IT-RM-RW1.hotspot.t-mobile.com	WS-C2960S-24PS-L	T3 Gate30 IT Rm			
Switch	LAXT4-IDF3-1204-RW1.hotspot.t-mobile.com	WS-C2960S-24PS-L	T4 1204			
Switch	LAX-T4-BS001.hotspot.t-mobile.com	WS-C3750X-12S	T4 128			
Switch	LAXT4-IDF4-3206-RW1.hotspot.t-mobile.com	WS-C3560CG-8PC-S	T4 3206			
Switch	LAXT4-IDF2-3603-RW1.hotspot.t-mobile.com	WS-C2960S-24PS-L	T4 3603			
Switch	LAXT4-IDF1-CUSTODIAL-CLOSET-RW1.hotspot.t-mobile.com	WS-C2960S-24PS-L	T4 Custodial Clst			
Switch	LAXT5-IDF4-1108-RW1.hotspot.t-mobile.com	WS-C2960S-24PS-L	T5 1108			
Switch	LAX-T5-BS001.hotspot.t-mobile.com	WS-C3750X-12S	T5 1313			
Switch	LAXT5-IDF3-1313-RW1.hotspot.t-mobile.com	WS-C2960S-24PS-L	T5 1313			
Switch	LAXT5-IDF1-3308A-RW1.hotspot.t-mobile.com	WS-C2960S-24PS-L	T5 3308A			
Switch	LAXT5-IDF2-3719-RW1.hotspot.t-mobile.com	WS-C2960S-24PS-L	T5 3719			
Switch	LAX-T6-BS001.hotspot.t-mobile.com	WS-C3750X-12S	T6 ELECT/MECH RM			
Switch	LAXT7-IDF3-2105A-RW1.hotspot.t-mobile.com	WS-C2960S-24PS-L	T7 2105A			
Switch	LAXT7-IDF4-2108-RW1.hotspot.t-mobile.com	WS-C3560CG-8PC-S	T7 2108			
Switch	LAX-T7-BS001.hotspot.t-mobile.com	WS-C3750X-12S	T7 211B			
Switch	LAXT7-IDF2-SPRINKLER-CTRL-RW1.hotspot.t-mobile.com	WS-C2960S-24PS-L	T7 Sprinkler Ctrl Rm			
Switch	LAXT7-IDF1-T310-RW1.hotspot.t-mobile.com	WS-C2960S-24PS-L	T7 T310			
Switch	LAX-T8-BS001.hotspot.t-mobile.com	WS-C3750X-12S	T8 213			
Switch	LAXT8-IDF1-CUSTODIAL-LUNCHRM-RW1.hotspot.t-mobile.com	WS-C2960S-24PS-L	T8 Custodial Lunch Rm			
Switch	LAXT8-IDF2-NORTHITD-RW1.hotspot.t-mobile.com	WS-C2960S-24PS-L	T8 North ITD			
Switch	LAXT8-IDF3-SOUTHITD-RW1.hotspot.t-mobile.com	WS-C2960S-24PS-L	T8 South ITD			
Switch	LAXTAAEAGLE-IDF1-RM114-RW1	WS-C2960S-24PS-L	Eagle Rm114			

MAC Address	Primary Role	Sysname	Machine Type	AWG/Boingo	LAWA	Comments
00 06 67 23 62 F0	UPS	LAXT1-MDF1-113-RW1	Tripplite			
00 06 67 23 62 F0	UPS	LAXT1-IDF1-113-RW1	Tripplite			
00 06 67 23 AA 8D	UPS	LAXT1-IDF2-335-RW1	Tripplite			
00 06 67 23 62 F1	UPS	LAXT1-IDF3-312-RW1	Tripplite			
00 06 67 23 AA BA	UPS	LAXT1-IDF4-202-RW1	Tripplite			
00 06 67 23 62 F2	UPS	LAXT1-IDF5-209-RW1	Tripplite			
00 06 67 23 AA B9	UPS	LAXT2-IDF1-T2A-RW1	Tripplite			
00 06 67 23 AA B8	UPS	LAXT2-IDF2-304-RW1	Tripplite			
00 06 67 23 AA C3	UPS	LAXT2-IDF3-2047-RW1	Tripplite			
00 06 67 23 AA BF	UPS	LAXT2-IDF4-2030-RW1	Tripplite			
00 06 67 23 AA C0	UPS	LAXT2-IDF5-1010-RW1	Tripplite			
00 06 67 23 AA C1	UPS	LAXT2-IDF6-223-RW1	Tripplite			
00 06 67 23 62 F3	UPS	LAXT2-MDF1-1060-RW1	Tripplite			
00 06 67 23 63 06	UPS	LAXT3-MDF1-132-RW1	Tripplite			
00 06 67 23 AA B5	UPS	LAXT3-IDF1-361A-RW1	Tripplite			
00 06 67 23 AA B6	UPS	LAXT3-IDF2-342B-RW1	Tripplite			
00 06 67 23 AA B7	UPS	LAXT3-IDF3-GATE301T RM-RW1	Tripplite			
00 06 67 23 DE A1	UPS	LAXT3-IDF4-ARRIVAL LEVEL IT CLOSET-RW1	Tripplite			
00 06 67 23 DE 98	UPS	LAXT3-IDF5-261-RW1	Tripplite			
00 06 67 23 63 07	UPS	LAXT4-MDF1-128-RW1	Tripplite			
00 06 67 23 81 71	UPS	LAXT4-IDF1-CUSTODIAL CLOSET-RW1	Tripplite			
00 06 67 23 85 CF	UPS	LAXT4-IDF2-3603-RW1	Tripplite			
00 06 67 23 AA BE	UPS	LAXT4-IDF3-1204-RW1	Tripplite			
00 06 67 23 DE A2	UPS	LAXT4-IDF4-3206-RW1	Tripplite			
00 06 67 23 63 08	UPS	LAXT5-MDF1-1313-RW1	Tripplite			
00 06 67 23 63 04	UPS	LAXT5-IDF1-3308A-RW1	Tripplite			
00 06 67 23 AA CD	UPS	LAXT5-IDF2-3719-RW1	Tripplite			
00 06 67 23 63 08	UPS	LAXT5-IDF3-1313-RW1	Tripplite			
00 08 67 23 DE 9F	UPS	LAXT5-IDF4-1108-RW1	Tripplite			
00 06 67 23 63 05	UPS	LAXT7-MDF1-211B-RW1	Tripplite			
00 06 67 23 85 D1	UPS	LAXT7-IDF1-T310-RW1	Tripplite			
00 06 67 23 85 D0	UPS	LAXT7-IDF2-SPRINKLER CONTROL RM-RW1	Tripplite			
00 06 67 23 DE 9C	UPS	LAXT7-IDF3-2105A-RW1	Tripplite			
00 06 67 23 DE 96	UPS	LAXT7-IDF4-2108-RW1	Tripplite			
00 06 67 23 AA BB	UPS	LAXT8-MDF1-213-RW1	Tripplite			
0006.6723.aac9	UPS	LAXT8-IDF1-CUSTODIAL LUNCHROOM-RW1	Tripplite			
00 06 67 23 AA CC	UPS	LAXT8-IDF2-NORTH ITD-RW1	Tripplite			
00 06 67 23 AA CB	UPS	LAXT8-IDF3-SOUTH ITD-RW1	Tripplite			
????	UPS	AA Eagle	Tripplite			
00 06 67 23 DE 9D	UPS	LAXTAMERICAN EAGLE-IDF1-CREW RM 00111-RW1	Tripplite			

EXHIBIT C

Unilateral Termination

UNILATERAL TERMINATION

(Paragraph 2.2)

These buyout provisions apply to early termination pursuant to sections 2.2 and 25 but do not apply to suspension pursuant to Section 25 or termination pursuant to Sections 28/29 (Default and Right of Termination) or other breach of the Agreement by Concessionaire. Solely for termination pursuant to section 2.2 and section 25, LAWA will reimburse Concessionaire the undepreciated amount of the LAWA-approved, qualified Wi-Fi improvements investment (as further defined below) installed by Concessionaire at LAX during the term of this Agreement, based on a straight line depreciation starting at the completion date (such date to be agreed upon between the parties at the time of the approval of the installation of the improvements) through the earlier of the date the equipment is taken out of service, the end of the Term, or the useful life as proposed by Concessionaire and approved by LAWA.

1. Qualified Wi-Fi Improvements Investment and Audit Rights.

- 1.1.1. Qualified Wi-Fi Improvements Investment. The Qualified Wi-Fi Improvements Investment shall be determined as follows: Within sixty (60) days of the completion date (to be determined by the parties at the time of LAWA approval), Concessionaire shall provide to the Landlord a Wi-Fi Improvements Investment Report, which lists, in detail, the specific improvements and the actual verified costs incurred by Concessionaire for the Wi-Fi Improvements. Within sixty (60) days of receiving the Wi-Fi Improvements Investment Report, LAWA's Executive Director will review the Wi-Fi Improvements Investment Report and, in his/her sole discretion, make a final determination of the improvements and associated costs that qualify as reasonable and permanent Wi-Fi Improvements ("Qualified Wi-Fi Improvements Investment"). Within the same 60-day period, the Executive Director will issue the Qualified Wi-Fi Improvements Investment to Concessionaire. The Qualified Wi-Fi Improvements Investment shall be attached to this Concession Agreement as an addendum.
- 1.1.2. Audit Rights. In addition to the audit provisions set forth elsewhere in this Agreement, LAWA may, at its sole discretion and with reasonable notice to the Concessionaire, require Concessionaire to provide access to all records and other information necessary to perform an audit of all or any of the Wi-Fi Improvements. LAWA shall have the right to commence such audit at any time. LAWA's right to access such records and information shall continue until any audit so commenced is concluded to LAWA's reasonable satisfaction. Concessionaire shall retain all records and other information necessary to perform such an audit until so concluded.
- 1.1.3. Survival. The obligations set forth in this Exhibit shall survive the termination of the Concession Agreement.

EXHIBIT C

UNILATERAL TERMINATION

EXHIBIT D

Insurance

INSURANCE REQUIREMENTS FOR LOS ANGELES WORLD AIRPORTS

NAME: *****
AGREEMENT / ACTIVITY: RFP (6820) – WI-FI INTERNET ACCESS SERVICE
TERM: 5 years
LAWA DIVISION: Commercial Development Group

The insured must maintain insurance coverage at limits normally required of its type operation; however, the following coverage noted with an "X" is the minimum required and must be at least the level of the limits indicated. All limits are per occurrence unless otherwise specified.

LIMITS

- ☒ Workers' Compensation (Statutory)/Employer's Liability
 ☒ Voluntary Compensation Endorsement
 ☒ Waiver of Subrogation, specifically naming LAWA
 (Please see attached supplement)

Statutory

- ☒ Commercial Automobile Liability - covering owned, non-owned & hired auto

\$10,000,000 CSL

- ☒ Aviation/Airport or Commercial General Liability, including the following coverage:

\$10,000,000

- ☒ Premises and Operations
- ☒ Contractual (Blanket/Schedule)
- ☒ Independent Contractors
- ☒ Personal Injury
- ☒ Products /Completed Operations
- ☒ Additional Insured Endorsement, specifically naming LAWA
 (Please see attached supplement).
- ☐ Explosion, Collapse & Underground
 (required when work involves digging, excavation, grading or use of explosive materials.)
- ☐ Hangarkeepers Legal Liab. (At least at a limit of liability of \$ 1 million)

Coverage for Hazardous Substances

\$ ***

*** Must meet contractual requirements

CONTRACTOR SHALL BE HELD RESPONSIBLE FOR OWN OR HIRED EQUIPMENT AND SHALL HOLD AIRPORT HARMLESS FROM LOSS, DAMAGE OR DESTRUCTION TO SUCH EQUIPMENT.

INSURANCE COMPANIES WHICH DO NOT HAVE AN AM BEST RATING OF A- OR BETTER, AND HAVE A MINIMUM FINANCIAL SIZE OF AT LEAST 4, MUST BE REVIEWED FOR ACCEPTABILITY BY RISK MANAGEMENT.

PLEASE RETURN THIS FORM WITH EVIDENCE OF INSURANCE

EXHIBIT D
INSURANCE REQUIREMENT

EXHIBIT E

Letter of Credit/Bank Site



IRREVOCABLE STANDBY LETTER OF CREDIT NO. SVBSF009276

ISSUE DATE: SEPTEMBER 10, 2014

ISSUING BANK:
SILICON VALLEY BANK
3003 TASMAN DRIVE
2ND FLOOR, MAIL SORT HF210
SANTA CLARA, CALIFORNIA 95054

BENEFICIARY:
CITY OF LOS ANGELES,
DEPARTMENT OF AIRPORTS
ATTN: DOUGLAS COLSON -
FPG .. ADMINISTRATOR
6053 W. CENTURY BLVD, 5TH FLOOR
LOS ANGELES, CA 90045

APPLICANT:
BOINGO WIRELESS, INC.
10960 WILSHIRE BLVD STE 800
LOS ANGELES CA 90024

AMOUNT: US\$85,000.00 (EIGHTY FIVE THOUSAND AND XX/100 U.S. DOLLARS)

EXPIRATION DATE: JUNE 25, 2015

LOCATION: SANTA CLARA, CALIFORNIA

WE HEREBY ESTABLISH OUR IRREVOCABLE STANDBY LETTER OF CREDIT NUMBER SVBSF009276 IN YOUR FAVOR IN AN AMOUNT NOT EXCEEDING USD 85,000.00 (EIGHTY FIVE THOUSAND AND 00/100 UNITED STATES DOLLARS).

THIS LETTER OF CREDIT IS AVAILABLE FOR DRAWINGS IN FAVOR OF THE CITY OF LOS ANGELES UPON CITY'S PRESENTATION OF THE ORIGINAL LETTER OF CREDIT AND A STATEMENT, SIGNED BY THE EXECUTIVE DIRECTOR OF DEPARTMENT OF AIRPORTS, OR HIS/HER AUTHORIZED OFFICER, STATING:

"THE APPLICANT'S PAYMENT OBLIGATIONS WERE NOT FULFILLED WHEN DUE AND ARE CURRENTLY OUTSTANDING."

PARTIAL AND MULTIPLE DRAWINGS ARE PERMITTED.

THIS LETTER OF CREDIT SHALL BE DEEMED AUTOMATICALLY EXTENDED WITHOUT AMENDMENT FOR A PERIOD OF ONE (1) YEAR FROM THE PRESENT OR ANY FUTURE EXPIRATION DATE, UNLESS AT LEAST SIXTY (60) DAYS PRIOR TO ANY EXPIRATION DATE, WE SEND YOU A NOTICE BY REGISTERED MAIL OR OVERNIGHT COURIER SERVICE AT THE ABOVE ADDRESS, THAT WE ELECT NOT TO EXTEND THIS LETTER OF CREDIT.

WE HEREBY ENGAGE WITH YOU THAT DRAFT(S) DRAWN UNDER AND IN COMPLIANCE WITH THE TERMS OF THIS LETTER OF CREDIT WILL BE DULY HONORED UPON PRESENTATION TO US AT SILICON VALLEY BANK, 3003 TASMAN DRIVE, 2ND FLOOR, MAIL SORT HF210, SANTA CLARA, CALIFORNIA 95054, ATTENTION: GLOBAL FINANCIAL SERVICES - STANDBY LETTER OF CREDIT



Silicon Valley Bank

IRREVOCABLE STANDBY LETTER OF CREDIT NO. SVBSF009276

DEPARTMENT ON OR BEFORE THE EXPIRATION DATE OR ANY AUTOMATICALLY EXTENDED EXPIRATION DATE AS SPECIFIED HEREIN.

THIS IRREVOCABLE STANDBY LETTER OF CREDIT IS SUBJECT TO THE UNIFORM CUSTOMS AND PRACTICE FOR DOCUMENTARY CREDITS (2007 REVISION), ICC PUBLICATION NO. 600.

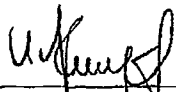
IF YOU REQUIRE ANY ASSISTANCE OR HAVE ANY QUESTIONS REGARDING THIS TRANSACTION, PLEASE CALL 408-654-6247.

SILICON VALLEY BANK



AUTHORIZED SIGNATURE

John M. Dosantos



AUTHORIZED SIGNATURE

Mane Badalyan

EXHIBIT F

Equal Employment Practices

LOS ANGELES ADMINISTRATIVE CODE

Div. 10, Ch. 1, Art. 1

EQUAL EMPLOYMENT

Sec. 10.8.3. Equal Employment Practices Provisions.

Every non-construction contract with or on behalf of the City of Los Angeles for which the consideration is \$1,000 or more, and every construction contract for which the consideration is \$1,000 or more, shall contain the following provisions, which shall be designated as the **EQUAL EMPLOYMENT PRACTICES** provision of such contract:

A. During the performance of this contract, the contractor agrees and represents that it will provide equal employment practices and the contractor and each subcontractor hereunder will ensure that in his or her employment practices persons are employed and employees are treated equally and without regard to or because of race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.

1. This provision applies to work or service performed or materials manufactured or assembled in the United States.
2. Nothing in this section shall require or prohibit the establishment of new classifications of employees in any given craft, work or service category.
3. The contractor agrees to post a copy of Paragraph A hereof in conspicuous places at its place of business available to employees and applicants for employment.

B. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to their race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.

C. As part of the City's supplier registration process, and/or at the request of the awarding authority, or the Board of Public Works, Office of Contract Compliance, the contractor shall

certify in the specified format that he or she has not discriminated in the performance of City contracts against any employee or applicant for employment on the basis or because of race, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status or medical condition.

D. The contractor shall permit access to and may be required to provide certified copies of all of his or her records pertaining to employment and to employment practices by the awarding authority or the Office of Contract Compliance for the purpose of investigation to ascertain compliance with the Equal Employment Practices provisions of City contracts. On their or either of their request the contractor shall provide evidence that he or she has or will comply therewith.

E. The failure of any contractor to comply with the Equal Employment Practices provisions of this contract may be deemed to be a material breach of City contracts. Such failure shall only be established upon a finding to that effect by the awarding authority, on the basis of its own investigation or that of the Board of Public Works, Office of Contract Compliance. No such finding shall be made or penalties assessed except upon a full and fair hearing after notice and an opportunity to be heard has been given to the contractor.

F. Upon a finding duly made that the contractor has failed to comply with the Equal Employment Practices provisions of a City contract, the contract may be forthwith canceled, terminated or suspended, in whole or in part, by the awarding authority, and all monies due or to become due hereunder may be forwarded to and retained by the City of Los Angeles. In addition thereto, such failure to comply may be the basis for a determination by the awarding authority or the Board of Public Works that the said contractor is an irresponsible bidder or proposer pursuant to the provisions of Section 371 of the Charter of the City of Los Angeles. In the event of such a determination, such contractor shall be

EXHIBIT F

EQUAL EMPLOYMENT

disqualified from being awarded a contract with the City of Los Angeles for a period of two years, or until the contractor shall establish and carry out a program in conformance with the provisions hereof.

G. Notwithstanding any other provision of this contract, the City of Los Angeles shall have any and all other remedies at law or in equity for any breach hereof.

H. The Board of Public Works shall promulgate rules and regulations through the Office of Contract Compliance, and provide necessary forms and required language to the awarding authorities to be included in City Request for Bids or Request for Proposal packages or in supplier registration requirements for the implementation of the Equal Employment Practices provisions of this contract, and such rules and regulations and forms shall, so far as practicable, be similar to those adopted in applicable Federal Executive orders. No other rules, regulations or forms may be used by an awarding authority of the City to accomplish the contract compliance program.

I. Nothing contained in this contract shall be construed in any manner so as to require or permit any act which is prohibited by law.

J. At the time a supplier registers to do business with the City, or when an individual bid or proposal is submitted, the contractor shall agree to adhere to the Equal Employment Practices specified herein during the performance or conduct of City Contracts.

K. Equal Employment Practices shall, without limitation as to the subject or nature of employment activity, be concerned with such employment practices as:

1. Hiring practices;
2. Apprenticeships where such approved programs are functioning, and other on-the-job training for non-apprenticeable occupations;
3. Training and promotional opportunities; and
4. Reasonable accommodations for persons with disabilities.

L. All contractors subject to the provisions of this section shall include a like provision in all subcontracts awarded for work to be performed under the contract with the City and shall impose the same obligations, including but not limited to filing and reporting obligations, on the subcontractors as are applicable to the contractor. Failure of the contractor to comply with this requirement or to obtain the compliance of its subcontractors with all such obligations shall subject the contractor to the imposition of any and all sanctions allowed by law, including but not limited to termination of the contractor's contract with the City.

SECTION HISTORY

Amended by: Ord. No. 147,030, Eff. 4-28-75; Paragraphs A., B., C., Ord. No. 164,516, Eff. 4-13-89; Paragraphs C., Ord. No. 168,244, Eff. 10-18-92; Ord. No. 173,186, Eff. 5-22-00; Subsec. F., Ord. No. 173,285, Eff. 6-26-00, Oper. 7-1-00.

EXHIBIT F EQUAL EMPLOYMENT

EXHIBIT G

Affirmative Action Program

LOS ANGELES ADMINISTRATIVE CODE

Div. 10, Ch. 1, Art. 1

AFFIRMATIVE ACTION

Sec. 10.8.4. Affirmative Action Program Provisions.

Every non-construction contract with or on behalf of the City of Los Angeles for which the consideration is \$100,000 or more and every construction contract with or on behalf of the City of Los Angeles for which the consideration is \$5,000 or more shall contain the following provisions which shall be designated as the **AFFIRMATIVE ACTION PROGRAM** provisions of such contract:

A. During the performance of a City contract, the contractor certifies and represents that the contractor and each subcontractor hereunder will adhere to an affirmative action program to ensure that in its employment practices, persons are employed and employees are treated equally and without regard to or because of race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.

1. This provision applies to work or services performed or materials manufactured or assembled in the United States.

2. Nothing in this section shall require or prohibit the establishment of new classifications of employees in any given craft, work or service category.

3. The contractor shall post a copy of Paragraph A hereof in conspicuous places at its place of business available to employees and applicants for employment.

B. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to their race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.

C. As part of the City's supplier registration process, and/or at the request of the awarding authority or the Office of Contract Compliance, the contractor shall certify on an electronic or hard copy form to be supplied, that the contractor has not discriminated in the performance of City contracts against any employee or applicant for employment on the basis or because of race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.

D. The contractor shall permit access to and may be required to provide certified copies of all of its records pertaining to employment and to its employment practices by the awarding authority or the Office of Contract Compliance, for the purpose of investigation to ascertain compliance with the Affirmative Action Program provisions of City contracts, and on their or either of their request to provide evidence that it has or will comply therewith.

E. The failure of any contractor to comply with the Affirmative Action Program provisions of City contracts may be deemed to be a material breach of contract. Such failure shall only be established upon a finding to that effect by the awarding authority, on the basis of its own investigation or that of the Board of Public Works, Office of Contract Compliance. No such finding shall be made except upon a full and fair hearing after notice and an opportunity to be heard has been given to the contractor.

F. Upon a finding duly made that the contractor has breached the Affirmative Action Program provisions of a City contract, the contract may be forthwith cancelled, terminated or suspended, in whole or in part, by the awarding authority, and all monies due or to become due hereunder may be forwarded to and retained by the City of Los Angeles. In addition thereto, such breach may be the basis for a determination by the awarding

EXHIBIT G AFFIRMATIVE ACTION PROGRAM

authority or the Board of Public Works that the said contractor is an irresponsible bidder or proposer pursuant to the provisions of Section 371 of the Los Angeles City Charter. In the event of such determination, such contractor shall be disqualified from being awarded a contract with the City of Los Angeles for a period of two years, or until he or she shall establish and carry out a program in conformance with the provisions hereof.

G. In the event of a finding by the Fair Employment and Housing Commission of the State of California, or the Board of Public Works of the City of Los Angeles, or any court of competent jurisdiction, that the contractor has been guilty of a willful violation of the California Fair Employment and Housing Act, or the Affirmative Action Program provisions of a City contract, there may be deducted from the amount payable to the contractor by the City of Los Angeles under the contract, a penalty of TEN DOLLARS (\$10.00) for each person for each calendar day on which such person was discriminated against in violation of the provisions of a City contract.

H. Notwithstanding any other provisions of a City contract the City of Los Angeles shall have any and all other remedies at law or in equity for any breach hereof.

I. The Public Works Board of Commissioners shall promulgate rules and regulations through the Office of Contract Compliance and provide to the awarding authorities electronic and hard copy forms for the implementation of the Affirmative Action Program provisions of City contracts, and rules and regulations and forms shall, so far as practicable, be similar to those adopted in applicable Federal Executive Orders. No other rules, regulations or forms may be used by an awarding authority of the City to accomplish this contract compliance program.

J. Nothing contained in City contracts shall be construed in any manner so as to require or permit any act which is prohibited by law.

K. The contractor shall submit an Affirmative Action Plan which shall meet the requirements of this chapter at the time it submits its bid or

proposal or at the time it registers to do business with the City. The plan shall be subject to approval by the Office of Contract Compliance prior to award of the contract. The awarding authority may also require contractors and suppliers to take part in a pre-registration, pre-bid, pre-proposal, or pre-award conference in order to develop, improve or implement a qualifying Affirmative Action Plan. Affirmative Action Programs developed pursuant to this section shall be effective for a period of twelve months from the date of approval by the Office of Contract Compliance. In case of prior submission of a plan, the contractor may submit documentation that it has an Affirmative Action Plan approved by the Office of Contract Compliance within the previous twelve months. If the approval is 30 days or less from expiration, the contractor must submit a new Plan to the Office of Contract Compliance and that Plan must be approved before the contract is awarded.

(1) Every contract of \$5,000 or more which may provide construction, demolition, renovation, conservation or major maintenance of any kind shall in addition comply with the requirements of Section 10.13 of the Los Angeles Administrative Code.

(2) A contractor may establish and adopt as its own Affirmative Action Plan, by affixing his or her signature thereto, an Affirmative Action Plan prepared and furnished by the Office of Contract Compliance, or it may prepare and submit its own Plan for approval.

L. The Office of Contract Compliance shall annually supply the awarding authorities of the City with a list of contractors and suppliers who have developed Affirmative Action Programs. For each contractor and supplier the Office of Contract Compliance shall state the date the approval expires. The Office of Contract Compliance shall not withdraw its approval for any Affirmative Action Plan or change the Affirmative Action Plan after the date of contract award for the entire contract term without the mutual agreement of the awarding authority and the contractor.

EXHIBIT G

AFFIRMATIVE ACTION PROGRAM

M. The Affirmative Action Plan required to be submitted hereunder and the pre-registration, pre-bid, pre-proposal or pre-award conference which may be required by the Board of Public Works, Office of Contract Compliance or the awarding authority shall, without limitation as to the subject or nature of employment activity, be concerned with such employment practices as:

1. Apprenticeship where approved programs are functioning, and other on-the-job training for non-apprenticeable occupations;
2. Classroom preparation for the job when not apprenticeable;
3. Pre-apprenticeship education and preparation;
4. Upgrading training and opportunities;
5. Encouraging the use of contractors, subcontractors and suppliers of all racial and ethnic groups, provided, however, that any contract subject to this ordinance shall require the contractor, subcontractor or supplier to provide not less than the prevailing wage, working conditions and practices generally observed in private industries in the contractor's, subcontractor's or supplier's geographical area for such work;
6. The entry of qualified women, minority and all other journeymen into the industry; and
7. The provision of needed supplies or job conditions to permit persons with disabilities to be employed, and minimize the impact of any disability.

N. Any adjustments which may be made in the contractor's or supplier's work force to achieve the requirements of the City's Affirmative Action Contract Compliance Program in purchasing and construction shall be accomplished by either an increase in the size of the work force or replacement of those employees who leave the work force by reason of resignation, retirement or death and not by termination, layoff, demotion or change in grade.

O. Affirmative Action Agreements resulting from the proposed Affirmative Action Plan or the pre-registration, pre-bid, pre-proposal or pre-award conferences shall not be confidential and

may be publicized by the contractor at his or her discretion. Approved Affirmative Action Agreements become the property of the City and may be used at the discretion of the City in its Contract Compliance Affirmative Action Program.

P. This ordinance shall not confer upon the City of Los Angeles or any Agency, Board or Commission thereof any power not otherwise provided by law to determine the legality of any existing collective bargaining agreement and shall have application only to discriminatory employment practices by contractors or suppliers engaged in the performance of City contracts.

Q. All contractors subject to the provisions of this section shall include a like provision in all subcontracts awarded for work to be performed under the contract with the City and shall impose the same obligations, including but not limited to filing and reporting obligations, on the subcontractors as are applicable to the contractor. Failure of the contractor to comply with this requirement or to obtain the compliance of its subcontractors with all such obligations shall subject the contractor to the imposition of any and all sanctions allowed by law, including but not limited to termination of the contractor's contract with the City.

SECTION HISTORY

Amended by Ord. No. 147,030, Eff. 4-28-75; Paragraphs A., B., C., Ord. No. 164,516, Eff. 4-13-89; Paragraphs B. and C., Ord. No. 168,244, Eff. 10-18-92; Title and Section, Ord. No. 173,186, Eff. 5-22-00; Subsec. F, Ord. No. 173,285, Eff. 6-26-00, Oper. 7-1-00.

EXHIBIT G AFFIRMATIVE ACTION PROGRAM

EXHIBIT H

Child Support Order

LOS ANGELES ADMINISTRATIVE CODE

Div. 10, Ch. 1, Art. 1

CHILD SUPPORT

Sec. 10.10. Child Support Assignment Orders.

a. Definitions.

1. **Awarding Authority** means a subordinate or component entity or person of the City (such as a City department or Board of Commissioners) that has the authority to enter into a contract or agreement for the provision of goods or services on behalf of the City of Los Angeles.

2. **Contract** means any agreement, franchise, lease or concession including an agreement for any occasional professional or technical personal services, the performance of any work or service, the provision of any materials or supplies, or the rendering of any service to the City of Los Angeles or to the public which is let, awarded or entered into with, or on behalf of, the City of Los Angeles or any awarding authority thereof.

3. **Contractor** means any person, firm, corporation, partnership or any combination thereof which submits a bid or proposal or enters into a contract with any awarding authority of the City of Los Angeles.

4. **Subcontractor** means any person, firm, corporation, partnership or any combination thereof who enters into a contract with a contractor to perform or provide a portion of any contract with the City.

5. **Principal Owner** means any person who owns an interest of 10 percent or more in a contractor or subcontractor as defined herein.

b. Mandatory Contract Provisions.

Every contract that is let, awarded or entered into with or on behalf of the City of Los Angeles shall contain a provision obligating the contractor or subcontractor to fully comply with all applicable State and Federal employment reporting requirements for the contractor or subcontractor's employees. The contractor or subcontractor will also be required to certify that the principal owner(s) thereof are in compliance with any Wage and Earnings Assignment

Orders and Notices of Assignment applicable to them personally, that the contractor or subcontractor will fully comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignments in accordance with California Family Code §§ 5230 *et seq.* and that the contractor or subcontractor will maintain such compliance throughout the term of the contract.

Failure of a contractor or subcontractor to comply with all applicable reporting requirements or to implement lawfully served Wage and Earnings Assignments or Notices of Assignment or failure of the principal owner(s) to comply with any Wage and Earnings Assignments or Notices of Assignment applicable to them personally shall constitute a default under the contract. Failure of the contractor or subcontractor or principal owner thereof to cure the default within 90 days of notice of such default by the City shall subject the contract to termination.

c. Notice to Bidders.

Each awarding authority shall be responsible for giving notice of the provisions of this ordinance to those who bid on, or submit proposals for, prospective contracts with the City.

d. Current Contractor Compliance.

Within 30 days of the operative date of this ordinance, the City, through its operating departments, shall serve upon existing contractors a written request that they and their subcontractors (if any) comply with all applicable State and Federal employment reporting requirements for the contractor and subcontractor's employees, that they certify that the principal owner(s) of the contractor and any subcontractor are in compliance with any Wage and Earnings Assignment Orders and Notices of Assignment applicable to them personally, that the contractor and subcontractor will fully comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignments in accordance with California Family Code § 5230 *et seq.* and that the contractor and subcontractor will maintain such compliance throughout the term of the contract.

e. City's Compliance with California Family Code.

The City shall maintain its compliance with the provisions of California Family Code §§ 5230 *et seq.* and all other applicable law regarding its obligations as an employer to implement lawfully served Wage and Earnings Assignments and Notices of Assignment.

f. Report of Employees' Names to District Attorney.

1. The City shall maintain its current practice of assisting the District Attorney's support enforcement activities by annually reporting to the Los Angeles County District Attorney the names of all of its employees and retirees so that the District Attorney may identify those employees and retirees subject to Wage and Earnings Assignment Orders and Notices of Assignment and may establish court orders for support, where appropriate. Should the District Attorney so request it, the City will provide such information on a more frequent basis.

2. All applicants for employment with the City of Los Angeles will be asked to acknowledge their responsibility to comply with any court ordered support obligations and will be advised of the City's practice of assisting the District Attorney as described in the provisions of Subsection f.1., above.

SECTION HISTORY

Added by Ord. No. 172,401, Eff. 2-13-99.

EXHIBIT I

Living Wage Ordinance

LOS ANGELES ADMINISTRATIVE CODE

Div. 10, Ch. 1, Art. 11

LIVING WAGE ORDINANCE

Sec. 10.37 Legislative Findings.

The City awards many contracts to private firms to provide services to the public and to City government. Many lessees or licensees of City property perform services that affect the proprietary interests of City government in that their performance impacts the success of City operations. The City also provides financial assistance and funding to others for the purpose of economic development or job growth. The City expends grant funds under programs created by the federal and state governments. Such expenditures serve to promote the goals established for those programs by such governments and similar goals of the City. The City intends that the policies underlying this article serve to guide the expenditure of such funds to the extent allowed by the laws under which such grant programs are established.

Experience indicates that procurement by contract of services has all too often resulted in the payment by service contractors to their employees of wages at or slightly above the minimum required by federal and state minimum wage laws. Such minimal compensation tends to inhibit the quantity and quality of services rendered by such employees to the City and to the public. Underpaying employees in this way fosters high turnover, absenteeism, and lackluster performance. Conversely, adequate compensation promotes amelioration of these undesirable conditions. Through this article the City intends to require service contractors to provide a minimum level of compensation that will improve the level of services rendered to and for the City.

The inadequate compensation typically paid today also fails to provide service employees with resources sufficient to afford life in Los Angeles. It is unacceptable that contracting decisions involving the expenditure of City funds should foster conditions placing a burden on limited social services. The City, as a principal provider of social support services, has an interest in promoting an employment environment that protects such limited resources. In requiring the payment of a higher minimum level of compensation, this article benefits that interest.

Nothing less than the living wage should be paid by the recipients of City financial assistance themselves. Whether they be engaged in manufacturing or some other line of business, the City does not wish to foster an economic climate where a lesser wage is all that is offered to the working poor. The same adverse social consequences from such inadequate compensation emanate just as readily from manufacturing, for example, as service industries. This article is meant to protect these employees as well.

The City holds a proprietary interest in the work performed by many employees employed by lessees and licensees of City property and by their service contractors and subcontractors. In a very real sense, the success or failure of City operations may turn on the success or failure of these enterprises, for the City has a genuine stake in how the public perceives the services rendered for them by such businesses. Inadequate compensation of these employees adversely impacts the performance by the City's lessee or licensee and thereby does the same for the success of City operations. By the 1998 amendment to this article, recognition is given to the prominence of this interest at those facilities visited by the public on a frequent basis, including but not limited to, terminals at Los Angeles International Airport, Ports O'Call Village in San Pedro, and golf courses and recreation centers operated by the Department of Recreation and Parks. This article is meant to cover all such employees not expressly exempted.

Requiring payment of the living wage serves both proprietary and humanitarian concerns of the City. Primarily because of the latter concern and experience to date regarding the failure of some employers to honor their obligation to pay the living wage, the 1998 amendments introduce additional enforcement mechanisms to ensure compliance with this important obligation. Non-complying employers must now face the prospect of paying civil penalties, but only if they fail to cure non-compliance after having been given formal notice thereof. Where non-payment is the issue, employers who dispute determinations of non-compliance may avoid civil penalties as well by paying into a City holding

EXHIBIT I LIVING WAGE ORDINANCE

account the monies in dispute. Employees should not fear retaliation, such as by losing their jobs, simply because they claim their right to the living wage, irrespective of the accuracy of the claim. The 1998 amendments strengthen the prohibition against retaliation to serve as a critical shield against such employer misconduct.

SECTION HISTORY

*Article and Section Added by Ord. No. 171,547, Eff. 5-5-97.
Amended by: In Entirety, Ord. No. 172,336, Eff. 1-14-99.*

Sec. 10.37.1 Definitions.

The following definitions shall apply throughout this article:

- (a) "Airport" means the Department of Airports and each of the airports which it operates.
- (b) "Airport Employer" means an Employer, as the term is defined in this section, at the Airport.
- (c) "Airport Employee" means an Employee, as the term is defined in this section, of an Airport Employer.
- (d) "Awarding authority" means that subordinate or component entity or person of the City (such as a department) or of the financial assistance recipient that awards or is otherwise responsible for the administration of a service contract or public lease or license, or, where there is no such subordinate or component entity or person, then the City or the City financial assistance recipient.
- (e) "City" means the City of Los Angeles and all awarding authorities thereof, including those City departments which exercise independent control over their expenditure of funds, but excludes the Community Redevelopment Agency of the City of Los Angeles ("CRA"). The CRA is urged, however, to adopt a policy similar to that set forth in this article.
- (f) "City financial assistance recipient" means any person who receives from the City discrete financial assistance for economic development or job growth expressly articulated and identified by the City, as contrasted with generalized financial

assistance such as through tax legislation, in accordance with the following monetary limitations. Assistance given in the amount of one million dollars (\$1,000,000) or more in any twelve-month period shall require compliance with this article for five years from the date such assistance reaches the one million dollar (\$1,000,000) threshold. For assistance in any twelve-month period totaling less than one million dollars (\$1,000,000) but at least one hundred thousand dollars (\$100,000), there shall be compliance for one year if at least one hundred thousand dollars (\$100,000) of such assistance is given in what is reasonably contemplated at the time to be on a continuing basis, with the period of compliance beginning when the accrual during such twelve-month period of such continuing assistance reaches the one-hundred thousand dollar (\$100,000) threshold.

Categories of such assistance include, but are not limited to, bond financing, planning assistance, tax increment financing exclusively by the City, and tax credits, and shall not include assistance provided by the Community Development Bank. City staff assistance shall not be regarded as financial assistance for purposes of this article. A loan shall not be regarded as financial assistance. The forgiveness of a loan shall be regarded as financial assistance. A loan shall be regarded as financial assistance to the extent of any differential between the amount of the loan and the present value of the payments thereunder, discounted over the life of the loan by the applicable federal rate as used in 26 U.S.C. Sections 1274(d), 7872(f). A recipient shall not be deemed to include lessees and sublessees.

A recipient shall be exempted from application of this article if: (1) it is in its first year of existence, in which case the exemption shall last for one (1) year, (2) it employs fewer than five (5) employees for each working day in each of twenty (20) or more calendar weeks in the current or preceding calendar year, or (3) it obtains a waiver as provided herein. A recipient - who employs the long-term unemployed or provides trainee positions intended to prepare employees for permanent positions, and who claims that compliance with this article would cause an economic hardship - may apply in writing to the City department or office administering such assistance, which department or office which shall forward such application and its recommended action on it to the

EXHIBIT I LIVING WAGE ORDINANCE

City Council. Waivers shall be affected by Council resolution.

(g) **"Contractor"** means any person that enters into: (1) a service contract with the City, (2) a service contract with a proprietary lessee or licensee or sublessee or sublicensee, or (3) a contract with a City financial assistance recipient to assist the recipient in performing the work for which the assistance is being given. Vendors, such as service contractors, of City financial assistance recipients shall not be regarded as contractors except to the extent provided in Subsection (i).*

*Technical correction due to re-lettering of subsections: "Subsection (f)" corrected to "Subsection (i)".

(h) **"Designated Administrative Agency (DAA)"** means the Department of Public Works, Bureau of Contract Administration, who shall bear administrative responsibilities under this article.

(i) **"Employee"** means any person - who is not a managerial, supervisory, or confidential employee and who is not required to possess an occupational license - who is employed (1) as a service employee of a contractor or subcontractor on or under the authority of one or more service contracts and who expends any of his or her time thereon, including but not limited to: hotel employees, restaurant, food service or banquet employees; janitorial employees; security guards; parking attendants; nonprofessional health care employees; gardeners; waste management employees; and clerical employees; (2) as a service employee - of a public lessee or licensee, of a sublessee or sublicensee, or of a service contractor or subcontractor of a public lessee or licensee, or sublessee or sublicensee - who works on the leased or licensed premises; (3) by a City financial assistance recipient who expends at least half of his or her time on the funded project; or (4) by a service contractor or subcontractor of a City financial assistance recipient and who expends at least half of his or her time on the premises of the City financial assistance recipient directly involved with the activities funded by the City.

(j) **"Employer"** means any person who is a City financial assistance recipient, contractor, subcontractor, public lessee, public sublessee, public

licensee, or public sublicensee and who is required to have a business tax registration certificate by Los Angeles Municipal Code §§ 21.00 - 21.198 or successor ordinance or, if expressly exempted by the Code from such tax, would otherwise be subject to the tax but for such exemption; provided, however, that corporations organized under §501(c)(3) of the United States Internal Revenue Code of 1954, 26 U.S.C. §501(c)(3), whose chief executive officer earns a salary which, when calculated on an hourly basis, is less than eight (8) times the lowest wage paid by the corporation, shall be exempted as to all employees other than child care workers.

(k) **"Person"** means any individual, proprietorship, partnership, joint venture, corporation, limited liability company, trust, association, or other entity that may employ individuals or enter into contracts.

(l) **"Public lease or license"**.

(a) Except as provided in (l)(b)*, **"Public lease or license"** means a lease or license of City property on which services are rendered by employees of the public lessee or licensee or sublessee or sublicensee, or of a contractor or subcontractor, but only where any of the following applies:

*Technical correction due to re-lettering of subsections: "(i) (b)" corrected to "(l) (b)".

(1) The services are rendered on premises at least a portion of which is visited by substantial numbers of the public on a frequent basis (including, but not limited to, airport passenger terminals, parking lots, golf courses, recreational facilities); or

(2) Any of the services could feasibly be performed by City employees if the awarding authority had the requisite financial and staffing resources; or

(3) The DAA has determined in writing that coverage would further the proprietary interests of the City.

(b) A public lessee or licensee will be exempt from the requirements of this article subject to the following limitations:

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- (1) The lessee or licensee has annual gross revenues of less than the annual gross revenue threshold, three hundred fifty thousand dollars (\$350,000), from business conducted on City property;
- (2) The lessee or licensee employs no more than seven (7) people total in the company on and off City property;
- (3) To qualify for this exemption, the lessee or licensee must provide proof of its gross revenues and number of people it employs in the company's entire workforce to the awarding authority as required by regulation;
- (4) Whether annual gross revenues are less than three hundred fifty thousand dollars (\$350,000) shall be determined based on the gross revenues for the last tax year prior to application or such other period as may be established by regulation;
- (5) The annual gross revenue threshold shall be adjusted annually at the same rate and at the same time as the living wage is adjusted under section 10.37.2 (a);
- (6) A lessee or licensee shall be deemed to employ no more than seven (7) people if the company's entire workforce worked an average of no more than one thousand two-hundred fourteen (1,214) hours per month for at least three-fourths (3/4) of the time period that the revenue limitation is measured;
- (7) Public leases and licenses shall be deemed to include public subleases and sublicenses;
- (8) If a public lease or license has a term of more than two (2) years, the exemption granted pursuant to this section shall expire after two (2) years but shall be renewable in two-year increments upon meeting the requirements therefor at the time of the renewal application or such period established by regulation.
- (m) "Service contract" means a contract let to a contractor by the City primarily for the furnishing of services to or for the City (as opposed to the purchase of goods or other property or the leasing or renting of property) and that involves an expenditure in excess

of twenty-five thousand dollars (\$25,000) and a contract term of at least three (3) months; but only where any of the following applies: (1) at least some of the services rendered are rendered by employees whose work site is on property owned by the City, (2) the services could feasibly be performed by City employees if the awarding authority had the requisite financial and staffing resources, or (3) the DAA has determined in writing that coverage would further the proprietary interests of the City.

(n) "Subcontractor" means any person not an employee that enters into a contract (and that employs employees for such purpose) with (1) a contractor or subcontractor to assist the contractor in performing a service contract or (2) a contractor or subcontractor of a proprietary lessee or licensee or sublessee or sublicensee to perform or assist in performing services on the leased or licensed premises. Vendors, such as service contractors or subcontractors, of City financial assistance recipients shall not be regarded as subcontractors except to the extent provided in Subsection (i).*

*Technical correction due to re-lettering of subsections: "Subsection (f)" corrected to "Subsection (i)".

(o) "Willful violation" means that the employer knew of his, her, or its obligations under this article and deliberately failed or refused to comply with its provisions.

SECTION HISTORY

*Added by Ord. No. 171,547, Eff. 5-5-97.
Amended by: In Entirety, Ord. No. 172,336, Eff. 1-14-99; Subsec. (e), Ord. No. 176,155, Eff. 9-22-04; Subsec. (e), Ord. No. 176,283, Eff. 12-25-04, Oper. 9-22-04; Subsecs. (a) through (l) re-lettered (a) through (o), respectively and new Subsecs. (a), (b), and (c) added, Ord. No. 180,877, Eff. 10-19-09.*

Sec. 10.37.2 Payment of Minimum Compensation to Employees.

(a) Wages. Employers shall pay Employees a wage of no less than the hourly rates set under the authority of this article. The initial rates were seven dollars and twenty-five cents (\$7.25) per hour with health benefits, as described in this article, or otherwise eight dollars and fifty cents (\$8.50) per

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hour without health benefits. With the annual adjustment effective July 1, 2009, together with all previous annual adjustments as provided by this subsection, such rates are ten dollars and thirty cents (\$10.30) per hour with health benefits or, if health benefits are not provided, then fourteen dollars and eighty cents (\$14.80) per hour for Airport Employees and eleven dollars and fifty-five cents (\$11.55) per hour for all other Employees. The hourly rate with health benefits to be paid to all Employees and the hourly rate without health benefits to be paid to Airport Employees shall be adjusted annually to correspond with adjustments, if any, to retirement benefits paid to members of the Los Angeles City Employees Retirement System (LACERS), made by the CERS Board of Administration under § 4.1040. The Office of Administrative and Research Services shall so advise the DAA of any such change by June 1 of each year and of the required new hourly rates, if any. On the basis of such report, the DAA shall publish a bulletin announcing the adjusted rates, which shall take effect upon such publication.

(b) **Compensated Days Off.** Employers shall provide at least twelve (12) compensated days off per year for sick leave, vacation, or personal necessity at the employee's request. Employers shall also permit employees to take at least an additional ten (10) days a year of uncompensated time to be used for sick leave for the illness of the employee or a member of his or her immediate family where the employee has exhausted his or her compensated days off for that year.

SECTION HISTORY

*Added by Ord. No. 171,547, Eff. 5-5-97.
Amended by: In Entirety, Ord. No. 172,336, Eff. 1-14-99; Subsec. (a), Ord. No. 173,285, Eff. 6-26-00, Oper. 7-1-00; Subsec. (a), Ord. No. 180,877, Eff. 10-19-09.*

Sec. 10.37.3 Health Benefits.

(a) **Health Benefits.** The health benefits required by this article shall consist of the payment of at least four dollars and fifty cents (\$4.50) per hour by Airport Employers and at least one dollar and twenty-five cents (\$1.25) per hour by all other Employers towards the provision of health care benefits for Employees and their dependents. Proof of the provision of such benefits must be submitted to the awarding authority to qualify for the wage rate in Section 10.37(a) for Employees with health benefits.

Airport Employees cannot waive the health benefits offered by an Airport Employer when the Airport Employer does not require an out-of-pocket contribution by the Airport Employee. Consistent with and as shall be reflected in the hourly rates payable to Airport Employees as provided in 10.37.2(a) above, the amount of payment for health benefits by Airport Employers shall be adjusted annually to correspond with adjustments, if any, to retirement benefits paid to members of the Los Angeles City Employees Retirement System (LACERS), made by the CERS Board of Administration under § 4.1040. The Office of Administrative and Research Services shall so advise the DAA of any such change by June 1 of each year and of the required new hourly payments, if any. On the basis of such report, the DAA shall publish a bulletin announcing the adjusted payment, which shall take effect upon such publication.

(b) **Periodic Review.** At least once every three years, the Office of Administrative and Research Services shall review the health benefit payment by Airport Employers set forth in 10.37.3(a) to determine whether the payment accurately reflects the cost of health care and to assess the impacts of the health benefit payment on Airport Employers and Airport Employees and shall transmit a report with its findings to the Council.

SECTION HISTORY

*Added by Ord. No. 171,547, Eff. 5-5-97.
Amended by: In Entirety, Ord. No. 172,336, Eff. 1-14-99; In Entirety, Ord. No. 180,877, Eff. 10-19-09.*

Sec. 10.37.4 Notifying Employees of their Potential Right to the Federal Earned Income Credit.

Employers shall inform employees making less than twelve dollars (\$12) per hour of their possible right to the federal Earned Income Credit ("EIC") under § 32 of the Internal Revenue Code of 1954, 26 U.S.C. § 32, and shall make available to employees forms informing them about the EIC and forms required to secure advance EIC payments from the employer.

SECTION HISTORY

*Article and Section Added by Ord. No. 171,547, Eff. 5-5-97.
Amended by: In Entirety, Ord. No. 172,336, Eff. 1-14-99.*

Sec. 10.37.5 Retaliation Prohibited.

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Neither an employer, as defined in this article, nor any other person employing individuals shall discharge, reduce in compensation, or otherwise discriminate against any employee for complaining to the City with regard to the employer's compliance or anticipated compliance with this article, for opposing any practice proscribed by this article, for participating in proceedings related to this article, for seeking to enforce his or her rights under this article by any lawful means, or for otherwise asserting rights under this article.

SECTION HISTORY

*Article and Section Added by Ord. No. 171,547, Eff. 5-5-97.
Amended by: In Entirety, Ord. No. 172,336, Eff. 1-14-99.*

Sec. 10.37.6 Enforcement.

(a) An employee claiming violation of this article may bring an action in the Municipal Court or Superior Court of the State of California, as appropriate, against an employer and may be awarded:

(1) For failure to pay wages required by this article - back pay for each day during which the violation continued.

(2) For failure to pay medical benefits - the differential between the wage required by this article without benefits and such wage with benefits, less amounts paid, if any, toward medical benefits.

(3) For retaliation - reinstatement, back pay, or other equitable relief the court may deem appropriate.

(4) For willful violations, the amount of monies to be paid under (1) - (3) shall be trebled.

(b) The court shall award reasonable attorney's fees and costs to an employee who prevails in any such enforcement action and to an employer who so prevails if the employee's suit was frivolous.

(c) Compliance with this article shall be required in all City contracts to which it applies, and such contracts shall provide that violation of this article shall constitute a material breach thereof and entitle

the City to terminate the contract and otherwise pursue legal remedies that may be available. Such contracts shall also include a pledge that there shall be compliance with federal law proscribing retaliation for union organizing.

(d) An employee claiming violation of this article may report such claimed violation to the DAA which shall investigate such complaint. Whether based upon such a complaint or otherwise, where the DAA has determined that an employer has violated this article, the DAA shall issue a written notice to the employer that the violation is to be corrected within ten (10) days. In the event that the employer has not demonstrated to the DAA within such period that it has cured such violation, the DAA may then:

(1) Request the awarding authority to declare a material breach of the service contract, public lease or license, or financial assistance agreement and exercise its contractual remedies thereunder, which are to include, but not be limited to, termination of the service contract, public lease or license, or financial assistance agreement and the return of monies paid by the City for services not yet rendered.

(2) Request the City Council to debar the employer from future City contracts, leases, and licenses for three (3) years or until all penalties and restitution have been fully paid, whichever occurs last. Such debarment shall be to the extent permitted by, and under whatever procedures may be required by, law.

(3) Request the City Attorney to bring a civil action against the employer seeking:

(i) Where applicable, payment of all unpaid wages or health premiums prescribed by this article; and/or

(ii) A fine payable to the City in the amount of up to one hundred dollars (\$100) for each violation for each day the violation remains uncured.

Where the alleged violation concerns non-payment of wages or health premiums, the employer will not be subject to debarment or civil penalties if it pays the monies in dispute into a holding account maintained

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by the City for such purpose. Such disputed monies shall be presented to a neutral arbitrator for binding arbitration. The arbitrator shall determine whether such monies shall be disbursed, in whole or in part, to the employer or to the employees in question. Regulations promulgated by the DAA shall establish the framework and procedures of such arbitration process. The cost of arbitration shall be borne by the City, unless the arbitrator determines that the employer's position in the matter is frivolous, in which event the arbitrator shall assess the employer for the full cost of the arbitration. Interest earned by the City on monies held in the holding account shall be added to the principal sum deposited, and the monies shall be disbursed in accordance with the arbitration award. A service charge for the cost of account maintenance and service may be deducted therefrom.

(e) Notwithstanding any provision of this Code or any other ordinance to the contrary, no criminal penalties shall attach for violation of this article.

SECTION HISTORY

*Added by Ord. No. 171,547, Eff. 5-5-97.
Amended by: In Entirety, Ord. No. 172,336, Eff. 1-14-99; Subsec. (d), Para. (1), Ord. No. 173,747, Eff. 2-24-01.*

Sec. 10.37.7 Administration.

The City Council shall by resolution designate a department or office, which shall promulgate rules for implementation of this article and otherwise coordinate administration of the requirements of this article ("designated administrative agency" - DAA). The DAA shall monitor compliance, including the investigation of claimed violations, and shall promulgate implementing regulations consistent with this article. The DAA shall also issue determinations that persons are City financial assistance recipients, that particular contracts shall be regarded as "service contracts" for purposes of Section 10.37.1(j), and that particular leases and licenses shall be regarded as "public leases" or "public licenses" for purposes of Section 10.37.1(i), when it receives an application for a determination of non-coverage or exemption as provided for in Section 10.37.13. The DAA shall also establish employer reporting requirements on employee compensation and on notification about and usage of the federal Earned Income Credit referred to in Section 10.37.4. The DAA shall report

on compliance to the City Council no less frequently than annually.

During the first, third, and seventh years of this article's operation since May 5, 1997, and every third year thereafter, the Office of Administrative and Research Services and the Chief Legislative Analyst shall conduct or commission an evaluation of this article's operation and effects. The evaluation shall specifically address at least the following matters: (a) how extensively affected employers are complying with the article; (b) how the article is affecting the workforce composition of affected employers; (c) how the article is affecting productivity and service quality of affected employers; (d) how the additional costs of the article have been distributed among workers, their employers, and the City. Within ninety days of the adoption of this article, these offices shall develop detailed plans for evaluation, including a determination of what current and future data will be needed for effective evaluation.

SECTION HISTORY

*Added by Ord. No. 171,547, Eff. 5-5-97.
Amended by: In Entirety, Ord. No. 172,336, Eff. 1-14-99; Ord. No. 173,285, Eff. 6-26-00, Oper. 7-1-00; Ord. No. 173,747, Eff. 2-24-01.*

Sec. 10.37.8 Exclusion of Service Contracts from Competitive Bidding Requirement.

Service contracts otherwise subject to competitive bid shall be let by competitive bid if they involve the expenditure of at least two-million dollars (\$2,000,000). Charter Section 372 shall not be applicable to service contracts.

SECTION HISTORY

*Added by Ord. No. 171,547, Eff. 5-5-97.
Amended by: In Entirety, Ord. No. 172,336, Eff. 1-14-99; Ord. No. 173,285, Eff. 6-26-00, Oper. 7-1-00.*

Sec. 10.37.9 Coexistence with Other Available Relief for Specific Deprivations of Protected Rights.

This article shall not be construed to limit an employee's right to bring legal action for violation of other minimum compensation laws.

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*Article and Section Added by Ord. No. 171,547, Eff. 5-5-97.
Amended by: In Entirety, Ord. No. 172,336, Eff. 1-14-99.*

Sec. 10.37.10 Expenditures Covered.

This article shall apply to the expenditure -- whether through aid to City financial recipients, service contracts let by the City, or service contracts let by its financial assistance recipients -- of funds entirely within the City's control and to other funds, such as federal or state grant funds, where the application of this article is consonant with the laws authorizing the City to expend such other funds.

SECTION HISTORY

*Article and Section Added by Ord. No. 171,547, Eff. 5-5-97.
Amended by: In Entirety, Ord. No. 172,336, Eff. 1-14-99.*

Sec. 10.37.11 Timing of Application.

(a) Original 1997 Ordinance. The provisions of this article as enacted by City Ordinance No. 171,547, effective May 5, 1997, shall apply to (1) contracts consummated and financial assistance provided after such date, (2) contract amendments consummated after such date and before the effective date of the 1998 ordinance which themselves met the requirements of former Section 10.37.1(h) (definition of "service contract") or which extended contract duration, and (3) supplemental financial assistance provided after May 5, 1997 and before the effective date of the 1998 ordinance which itself met the requirements of Section 10.37.1(c).

(b) 1998 Amendment. The provisions of this article as amended by the 1998 ordinance shall apply to (1) service contracts, public leases or licenses, and financial assistance agreements consummated after the effective date of such ordinance and (2) amendments, consummated after the effective date of such ordinance, to service contracts, public leases or licenses, and financial assistance agreements that provide additional monies or which extend term.

(c) 2000 amendment. The provisions of this article as amended by the 2000 ordinance shall apply to (1) service contracts, public leases or public licenses and City financial assistance recipient agreements

consummated after the effective date of such ordinance and (2) amendments to service contracts, public leases or licenses and City financial assistance recipient agreements which are consummated after the effective date of such ordinance and which provide additional monies or which extend the term.

(d) 2009 Amendment. The provisions of this article as amended by the 2009 ordinance shall become operative ninety (90) days following the effective date of the 2009 ordinance.

SECTION HISTORY

*Added by Ord. No. 171,547, Eff. 5-5-97.
Amended by: In Entirety, Ord. No. 172,336, Eff. 1-14-99; Subsec. (b), Subsec. (c) Added, Ord. No. 173,747, Eff. 2-24-01; Subsec. (d) Added, Ord. No. 180,877, Eff. 10-19-09.*

Sec. 10.37.12 Supersession by Collective Bargaining Agreement.

Parties subject to this article may by collective bargaining agreement provide that such agreement shall supersede the requirements of this article.

SECTION HISTORY

*Article and Section Added by Ord. No. 171,547, Eff. 5-5-97.
Amended by: In Entirety, Ord. No. 172,336, Eff. 1-14-99.*

Sec. 10.37.13 Liberal Interpretation of Coverage; Rebuttable Presumption of Coverage.

The definitions of "City financial assistance recipient" in Section 10.37.1(c), of "public lease or license" in Section 10.37.1(i), and of "service contract" in Section 10.37.1(j) shall be liberally interpreted so as to further the policy objectives of this article. All recipients of City financial assistance meeting the monetary thresholds of Section 10.37.1(c), all City leases and licenses (including subleases and sublicenses) where the City is the lessor or licensor, and all City contracts providing for services that are more than incidental, shall be presumed to meet the corresponding definition just mentioned, subject, however, to a determination by the DAA of non-coverage or exemption on any basis allowed by this article, including, but not limited to, non-coverage for failure to satisfy such definition. The DAA shall by regulation establish procedures for informing persons engaging in such transactions with

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the City of their opportunity to apply for a determination of non-coverage or exemption and procedures for making determinations on such applications.

SECTION HISTORY

Added by Ord. No. 172,336, Eff. 1-14-99.

Amended by: Ord. No. 173,747, Eff. 2-24-01.

Sec. 10.37.14 Severability

If any provision of this article is declared legally invalid by any court of competent jurisdiction, the remaining provisions shall remain in full force and effect.

SECTION HISTORY

Article and Section Added by Ord. No. 171,547, Eff. 5-5-97.

Amended by: In Entirety, Ord. No. 172,336, Eff. 1-14-99

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Service Agreement Worker Retention Ordinance

LOS ANGELES ADMINISTRATIVE CODE

Div. 10, Ch. 1, Art. 10

SERVICE CONTRACTOR WORKER RETENTION ORDINANCE

Sec. 10.36 Findings and Statement of Policy.

The City awards many contracts to private firms to provide services to the public and to City government. The City awards many contracts to private firms to provide services to the public and to City government. The City also provides financial assistance and funding to others for the purpose of economic development or job growth. At the conclusion of the terms of a service contract with the City or with those receiving financial assistance from the City, competition results in the awarding of a service contract to what may be a different contractor. These new contracts often involve anticipated changes in different managerial skills, new technology or techniques, new themes or presentations, or lower costs.

The City expends grant funds under programs created by the federal and state governments. Such expenditures serve to promote the goals established for those programs by such governments and similar goals of the City. The City intends that the policies underlying this article serve to guide the expenditure of such funds to the extent allowed by the laws under which such grant programs are established.

Despite desired changes through the process of entering into new contracts, it is the experience of the City that reasons for change do not necessarily include a need to replace workers presently performing services who already have useful knowledge about the workplace where the services are performed.

Incumbent workers have already invaluable knowledge and experience with the work schedules, practices, and clients. The benefits of replacing these workers without such experiences decreases efficiency and results in a disservice to City and City financed or assisted projects.

Retaining existing service workers when a change in contractors occurs reduces the likelihood of labor disputes and disruptions. The reduction of the likelihood of labor disputes and disruptions results in the assured continuity of services to citizens who

receive services provided by the City or by City financed or assisted projects.

It is unacceptable that contracting decisions involving the expenditure of City funds should have any potential effect of creating unemployment and the consequential need for social services. The City, as a principal provider of social support services, has an interest in the stability of employment under contracts with the City or by those receiving financial assistance from the City. The retention of existing workers benefits that interest.

SECTION HISTORY

Article and Section Added by Ord. No. 170,784, Eff. 1-13-96.

Amended by: Article and Section, Ord. No. 171,004, Eff. 5-18-96.

Sec. 10.36.1. Definitions.

The following definitions shall apply throughout this article:

(a) "Awarding authority" means that subordinate or component entity or person of the City (such as a department) or of the financial assistance recipient that awards or is otherwise responsible for the administration of a service contract or, if none, then the City or the City financial assistance recipient.

(b) "City" means the City of Los Angeles and all awarding authorities thereof, including those City departments which exercise independent control over their expenditure of funds, but excludes the Community Redevelopment Agency of the City of Los Angeles.

(c) "City financial assistance recipient" means any person that receives from the City in any twelve-month period discrete financial assistance for economic development or job growth expressly articulated and identified by the City totaling at least one hundred thousand dollars (\$100,000); provided, however, that corporations organized under Section § 501(c)(3) of the United States Internal Revenue Code of 1954, 26 U.S.C. § 501(c)(3), with annual operating budgets of less than five million dollars (\$5,000,000) or that regularly employ homeless persons, persons

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who are chronically unemployed, or persons receiving public assistance, shall be exempt.

Categories of such assistance include, but are not limited to, bond financing, planning assistance, tax increment financing exclusively by the City, and tax credits, and shall not include assistance provided by the Community Development Bank. City staff assistance shall not be regarded as financial assistance for purposes of this article. A loan shall not be regarded as financial assistance. The forgiveness of a loan shall be regarded as financial assistance. A loan shall be regarded as financial assistance to the extent of any differential between the amount of the loan and the present value of the payments thereunder, discounted over the life of the loan by the applicable federal rate as used in 26 U.S.C. Sections 1274(d), 7872(f). A recipient shall not be deemed to include lessees and sublessees. Service contracts for economic development or job growth shall be deemed such assistance once the \$100,000 threshold is reached.

(d) **"Contractor"** means any person that enters into a service contract with the City or a City financial assistance recipient.

(e) **"Employee"** means any person employed as a service employee of a contractor or subcontractor earning less than fifteen dollars (\$15.00) per hour in salary or wage whose primary place of employment is in the City on or under the authority of a service contract and including but not limited to: hotel employees, restaurant, food service or banquet employees; janitorial employees; security guards; parking attendants; nonprofessional health care employees; gardeners; waste management employees; and clerical employees; and does not include a person who is (1) a managerial, supervisory, or confidential employees, or (2) required to possess an occupational license.

(f) **"Person"** means any individual, proprietorship, partnership, joint venture, corporation, limited liability company, trust, association, or other entity that may employ individuals or enter into contracts.

(g) **"Service contract"** means a contract let to a contractor by the City or a City financial assistance recipient primarily for the furnishing of services to or for the City or financial assistance recipient (as opposed to the purchase of goods or other property) and that involves an expenditure or receipt in excess

of twenty-five thousand dollars (\$25,000) and a contract term of at least three months.

(h) **"Subcontractor"** means any person not an employee that enters into a contract with a contractor to assist the contractor in performing a service contract and that employs employees for such purpose.

(i) **"Successor service contract"** means a service contract where the services to be performed are substantially similar to a service contract that has been recently terminated.

SECTION HISTORY

Added by Ord. No. 170,784, Eff. 1-13-96.

Amended by: Ord. No. 171,004, Eff. 5-18-96; Subsec. (c), Ord. No. 172,843, Eff. 11-4-99.

Sec. 10.36.2. Transition Employment Period.

(a) Where an awarding authority has given notice that a service contract has been terminated, or where a service contractor has given notice of such termination, upon receiving or giving such notice, as the case may be, the terminated contractor shall within ten (10) days thereafter provide to the successor contractor the name, address, date of hire, and employment occupation classification of each employee in employment, of itself or subcontractors, at the time of contract termination. If the terminated contractor has not learned the identity of the successor contractor, if any, by the time that notice was given of contract termination, the terminated contractor shall obtain such information from the awarding authority. If a successor service contract has not been awarded by the end of the ten (10)-day period, the employment information referred to earlier in this subsection shall be provided to the awarding authority at such time. Where a subcontract of a service contract has been terminated prior to the termination of the service contract, the terminated subcontractor shall for purposes of this article be deemed a terminated contractor.

(1) Where a service contract or contracts are being let where the same or similar services were rendered by under multiple service contracts, the City or City financial aid recipient shall pool the employees, ordered by seniority within job classification, under such prior contracts.

(2) Where the use of subcontractors has occurred under the terminated contract or where the use of

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subcontractors is to be permitted under the successor contract, or where both circumstances arise, the City or City financial assistance recipient shall pool, when applicable, the employees, ordered by seniority within job classification, under such prior contracts or subcontracts where required by and in accordance with rules authorized by this article.

(b) A successor contractor shall retain, for a ninety (90)-day transition employment period, employees who have been employed by the terminated contractor or its subcontractors, if any, for the preceding twelve (12) months or longer. Where pooling of employees has occurred, the successor contractor shall draw from such pools in accordance with rules established under this article. During such ninety (90)-day period, employees so hired shall be employed under the terms and conditions established by the successor contractor (or subcontractor) or as required by law.

(c) If at anytime the successor contractor determines that fewer employees are required to perform the new service contract than were required by the terminated contractor (and subcontractors, if any), the successor contractor shall retain employees by seniority within job classification.

(d) During such ninety (90)-day period, the successor contractor (or subcontractor, where applicable) shall maintain a preferential hiring list of eligible covered employees not retained by the successor contractor (or subcontractor) from which the successor contractor (or subcontractor) shall hire additional employees.

(e) Except as provided in subsection (c) of this section, during such ninety (90)-day period the successor contractor (or subcontractor, where applicable) shall not discharge without cause an employee retained pursuant to this article. "Cause" for this purpose shall include, but not be limited to, the employee's conduct while in the employ of the terminated contractor or subcontractor that contributed to any decision to terminate the contract or subcontract for fraud or poor performance.

(f) At the end of such ninety (90)-day period, the successor contractor (or subcontractor, where applicable) shall perform a written performance evaluation for each employee retained pursuant to this article. If the employee's performance during such ninety (90)-day period is satisfactory, the

successor contractor (or subcontractor) shall offer the employee continued employment under the terms and conditions established by the successor contractor (or subcontractor) or as required by law. During such ninety (90)-day period, the successor contractor shall maintain a preferential hiring list of eligible covered employees not retained by the successor contractor from which the successor contractor shall hire additional employees.

(g) If the City or a City financial assistance recipient enters into a service contract for the performance of work that prior to the service contract was performed by the City's or the recipient's own service employees, the City or the recipient, as the case may be, shall be deemed to be a "terminated contractor" within the meaning of this section and the contractor under the service contract shall be deemed to be a "successor contractor" within the meaning of this section and section 10.36.3.

SECTION HISTORY

Added by Ord. No. 170,784, Eff. 1-13-96.

Amended By: Ord. No. 171,004, Eff. 5-18-96; Subsec. (g) Added, Ord. No. 172,349, Eff. 1-29-99.

Sec. 10.36.3. Enforcement.

(a) An employee who has been discharged in violation of this article by a successor contractor or its subcontractor may bring an action in the Municipal Court or Superior Court of the State of California, as appropriate, against the successor contractor and, where applicable, its subcontractor, and may be awarded:

(1) Back pay for each day during which the violation continues, which shall be calculated at a rate of compensation not less than the higher of:

(A) The average regular rate of pay received by the employee during the last 3 years of the employee's employment in the same occupation classification; or

(B) The final regular rate received by the employee.

(2) Costs of benefits the successor contractor would have incurred for the employee under the successor contractor's (or subcontractor's, where applicable) benefit plan.

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(b) If the employee is the prevailing party in any such legal action, the court shall award reasonable attorney's fees and costs as part of the costs recoverable.

(c) Compliance with this article shall be required in all City contracts to which it applies, and such contracts shall provide that violation of this article shall entitle the City to terminate the contract and otherwise pursue legal remedies that may be available.

(d) Notwithstanding any provision of this Code or any other ordinance to the contrary, no criminal penalties shall attach for any violation of this article.

SECTION HISTORY

*Added by Ord. No. 170,784, Eff. 1-13-96.
Amended By: Ord. No. 171,004, Eff. 5-18-96.*

Sec. 10.36.4. Exemption for Successor Contractor or Subcontractor's Prior Employees.

An awarding authority shall upon application by a contractor or subcontractor exempt from the requirements of this article a person employed by the contractor or subcontractor continuously for at least twelve (12) months prior to the commencement of the successor service contract or subcontract who is proposed to work on such contract or subcontract as an employee in a capacity similar to such prior employment, where the application demonstrates that (a) the person would otherwise be laid off work and (b) his or her retention would appear to be helpful to the contractor or subcontractor in performing the successor contract or subcontract. Once a person so exempted commences work under a service contract or subcontract, he or she shall be deemed an employee as defined in Section 10.36.1(e) of this Code.

SECTION HISTORY

*Added by Ord. No. 170,784, Eff. 1-13-96.
Amended By: Ord. No. 171,004, Eff. 5-18-96.*

Sec. 10.36.5. Coexistence with Other Available Relief for Specific Deprivations of Protected Rights.

This article shall not be construed to limit an employee's right to bring legal action for wrongful termination.

SECTION HISTORY

*Added by Ord. No. 170,784, Eff. 1-13-96.
Amended By: Ord. No. 171,004, Eff. 5-18-96.*

Sec. 10.36.6. Expenditures Covered by this Article.

This article shall apply to the expenditure, whether through service contracts let by the City or by its financial assistance recipients, of funds entirely within the City's control and to other funds, such as federal or state grant funds, where the application of this article is consonant with the laws authorizing the City to expend such other funds. City financial assistance recipients shall apply this article to the expenditure of non-City funds for service contracts to be performed in the City by complying themselves with § 10.36.2(g) and by contractually requiring their service contractors to comply with this article. Such requirement shall be imposed by the recipient until the City financial assistance has been fully expended.

SECTION HISTORY

*Added by Ord. No. 171,004, Eff. 5-18-96.
Amended by: Ord. No. 172,337, Eff. 1-14-99; Ord. No. 172,843, Eff. 11-4-99*

Sec. 10.36.7. Timing of Application of Ordinances Adding and then Amending this Article.

The provisions of this article as set forth in City Ordinance No. 171,004 shall apply to contracts consummated and financial assistance provided after May 18, 1996 (the effective date of City Ordinance No. 171,004). As for contracts consummated and financial assistance provided after the original version of this article took effect on January 13, 1996 (by City Ordinance No. 170,784) and through May 18, 1996, the City directs its appointing authorities and urges others affected to use their best efforts to work cooperatively so as to allow application City Ordinance No. 171,004 rather than City Ordinance No. 170,784 to service contracts let during such period. No abrogation of contract or other rights created by City Ordinance No. 170,784, absent consent to do so, shall be effected by the retroactive application of City Ordinance No. 171,004.

SECTION HISTORY

*Added by Ord. No. 171,784, Eff. 1-13-96.
Amended by: Ord. No. 171,004, Eff. 5-18-96; Ord. No. 172,337, Eff. 1-14-99.*

Sec. 10.36.8. Promulgation of Implementing Rules.

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The City Council shall by resolution designate a department or office, which shall promulgate rules for implementation of this article and otherwise coordinate administration of the requirements of this article.

SECTION HISTORY

Added by Ord. No. 171,004, Eff. 5-18-96.

Sec. 10.36.9. Severability.

If any severable provision or provisions of this article or any application thereof is held invalid, such invalidity shall not affect other provisions or applications of the article that can be given effect notwithstanding such invalidity.

SECTION HISTORY

Added by Ord. No. 171,004, Eff. 5-18-96.

EXHIBIT J

SCWRO

EXHIBIT K

Contractor Responsibility Program

LOS ANGELES WORLD AIRPORTS



CONTRACTOR RESPONSIBILITY PROGRAM

RULES AND REGULATIONS

Effective date: August 23, 2011

Procurement Services Division
7301 World Way West, 4th Floor
Los Angeles, CA 90045
(424) 646-5380
(424) 646-9262 (Fax)

01/2014

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These Rules and Regulations are promulgated pursuant to Board Resolution #21601, the Los Angeles World Airports Contractor Responsibility Program (CRP). Each Requesting LAWA Division shall cooperate to the fullest extent with the Executive Director in the administration of the CRP. The Executive Director may amend these Rules and Regulations from time to time as required for the implementation of the CRP.

A. DEFINITIONS

- 1. Adoption of CRP definitions:** For purposes of these Rules and Regulations, the definitions set forth in the Board Resolution are incorporated herein by reference, and include the following:

- a. **Board**
- b. **Executive Director**
- c. **Los Angeles World Airports (LAWA)**
- d. **"Contract"** means any agreement for the performance of any work or service, the provision of any goods, equipment, materials or supplies, or the rendition of any service to LAWA or to the public or the grant of a public lease, which is awarded or entered into by or on behalf of LAWA. These Rules and Regulations shall apply to the following contracts:
 - (1) Contracts for services that require Board approval.
 - (2) Contracts for purchasing goods and products that require Board approval.
 - (3) Construction contracts that require Board approval.
- e. **Contractor**
- f. **Subcontractor**
- g. **Bidder**
- h. **Bid**
- i. **Invitation for Bid ("IFB")**
- j. **Public Lease**

2. New Definitions:

- a. **"Awarding Authority"** means either the Executive Director or the Board of Airport Commissioners ("Board") or the Board's designee.
- b. **"CRP Questionnaire"** means the set of questions developed by Procurement Services Division (PSD) that will assist LAWA in determining a bidder or contractor's responsibility. Information solicited from the CRP Questionnaire may include but is not limited to: ownership and name changes, financial resources and responsibility, satisfactory performance of other contracts, satisfactory record of compliance with relevant laws and regulations, and satisfactory record of business integrity. PSD may amend the CRP Questionnaire from time to time.

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- c. **"CRP Pledge of Compliance"** means the CRP Pledge developed by PSD. The CRP Rules and Regulations may be updated from time to time by PSD. The CRP Pledge shall require contractors to sign under penalty of perjury that the contractor will:
- (1) Comply with all applicable Federal, State, and local laws and regulations during the performance of the contract, including but not limited to laws regarding health and safety, labor and employment, wage and hour, and licensing laws which affect employees.
 - (2) Notify LAWA within 30 calendar days after receiving notification that any government agency has initiated an investigation that may result in a finding that the contractor did not comply with subparagraph 2(c)(1) above in the performance of the contract.
 - (3) Notify LAWA within 30 calendar days of all findings by a government agency or court of competent jurisdiction that the contractor has violated subparagraph 2(c)(1) above in the performance of the contract.
 - (4) Provide LAWA within thirty (30) calendar days updated responses to the CRP Questionnaire if any change occurs which would change any response contained within the completed CRP Questionnaire. Note: This provision does not apply to amendments of contracts not subject to the CRP and to subcontractors not required to submit a Questionnaire.
 - (5) Ensure that subcontractors working on the LAWA contract shall complete, sign and submit a CRP Pledge of Compliance attesting under penalty of perjury to compliance with paragraphs 2(c)(1) through (4).
 - (6) Notify LAWA within thirty (30) days of becoming aware of an investigation, violation or finding of any applicable Federal, State, or local law involving the subcontractors in the performance of a LAWA contract.
 - (7) Cooperate fully with LAWA during an investigation and to respond to request(s) for information within ten (10) working days from the date of the Notice to Respond.
- d. **"Requesting Division"** means the LAWA division(s) which issued the Request For Bids ("RFB"), Request For Proposal ("RFP") or Request for Qualifications ("RFQ").
- e. **"Responsibility"** means possessing the necessary "trustworthiness" and "quality, fitness and capacity" to perform the work set forth in the contract.

B. SUBMISSION OF CRP QUESTIONNAIRES

1. **Issuance of Invitation for Bids (IFB):** These include Request for Bids (RFB), Request for Proposals (RFP), and Request for Qualifications (RFQ). Unless otherwise exempt from the CRP, if a proposed contract meets the definition of a contract subject to the CRP as

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defined in the Resolution and these Rules and Regulations, LAWA shall include in the IFB:

- a. Language informing potential bidders of the CRP;
- b. The CRP Questionnaire that bidders submit with their bid; and
- c. The CRP Pledge of Compliance that bidders submit with their bid.

2. Submission of CRP Questionnaires with Bids:

- a. All bid and proposal submissions are required to contain a completed and signed CRP Questionnaire and a signed CRP Pledge of Compliance.
- b. Failure to submit a CRP Questionnaire and a CRP Pledge of Compliance in accordance with the IFB procedures may make the bidder non-responsive and disqualified from the bidding process.
- c. Submitted CRP Questionnaires and CRP Pledge of Compliance become public records, and information contained therein will be available for public review, except to the extent that such information is exempt from disclosure pursuant to applicable law.

3. Use of a non-competitive process to procure the proposed contract: If a non-competitive process is used by LAWA Divisions to procure the proposed contract, the proposed contractor is required to submit the completed CRP Questionnaire and a signed CRP Pledge of Compliance to LAWA for determination of contractor responsibility prior to execution of the contract.

4. Subcontractors: The list of subcontractors shall be submitted with the bid and will be made available for public review along with the bidder's Questionnaire. For construction contracts, bidders must list a subcontractor proposed to be used on the City contract if the subcontractor will be performing work on the construction contract in an amount in excess of \$10,000 or in excess of one-half of one percent of the total bid amount, whichever is greater. For service contracts, bidders must list subcontractors as required by the IFB.

C. LAWA REVIEW OF SUBMITTED CRP QUESTIONNAIRES

- 1. Departmental Review of submitted bids:** As part of the determination of a bidder's responsiveness, PSD will review the bid submissions to determine whether a completed CRP Questionnaire, signed under penalty of perjury, has been included with the bid. If a completed Questionnaire has not been included with the bid as required by the IFB procedures, the bidder may be deemed to be non-responsive and may be disqualified from the bidding process.
- 2. Posting of CRP Questionnaires and Subcontractor List:** Requesting Divisions will forward to PSD the completed CRP Questionnaires and subcontractor list(s), if any, submitted by the responsive bidders to make available for public review as follows:
 - a. If a contract is to be awarded pursuant to a competitive bid process, the CRP Questionnaires for the three lowest responsive bidders and their list of proposed subcontractors, if any, will be forwarded to PSD to make them available for public review for a minimum period of 14 calendar days.
 - b. If a contract is to be awarded pursuant to a proposal (RFP) or qualifications (RFQ) and award is not based on the lowest submitted bid price, the CRP Questionnaires for the short-listed proposers and their list of proposed subcontractors, if any, will be forwarded to PSD to make them available for public review for a minimum period of 14 calendar days. If no short-listing procedure is used, the CRP Questionnaire for the prospective contractor shall be made available for public review for a minimum period of 14 calendar days.
 - c. If a contract is to be awarded to a Sole Source, the CRP Questionnaire for the proposed contractor and their list of proposed subcontractors, if any, will be forwarded to PSD to make it available for public review for a period of 14 calendar days.
 - d. No contract shall be awarded to any bidder until at least 14 calendar days after the CRP Questionnaire has been made available for public review. If administrative or technical errors prevent or delay the posting of the CRP Questionnaire, the posting period will be extended by the amount of time that the CRP Questionnaire was not available for public review.
 - e. The CRP Questionnaire of the bidder/proposer awarded the contract will be retained by the Requesting Division as part of the contract file. The CRP Questionnaires for the bidders/proposers not awarded the contract will be retained in the customary manner by the Requesting Division.
- 3. Claims Resulting from Public Review:**
 - a. Claims regarding a bidder or contractor's responsibility should be submitted to PSD in writing. However, PSD may investigate a claim regarding a bidder's or a contractor's responsibility, whether or not it is submitted in writing, if PSD in its discretion

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determines that the claim calls into question the bidder's, the proposer's or the contractor's responsibility.

- b. If PSD receives information which calls into question a bidder's responsibility, and the information was received **before** the contract has been executed, PSD shall:
 - (1) Notify the Requesting Division in writing that no contract shall be awarded until PSD has completed investigation into the matter.
 - (2) Investigate the matter as required in Section G, "LAWA INVESTIGATION" to determine its validity.
 - (3) Upon completion of the investigation, PSD shall notify the Requesting Division and the Awarding Authority in writing of the result of the investigation.
 - (4) No contract may be awarded to any bidder until after the investigation has been completed and the Requesting Division and the Awarding Authority have received written notification that the investigation has been completed.
 - (5) Findings from the PSD investigation received by the Awarding Authority will be considered by the Awarding Authority as part of the determination of the bidder's responsibility.
- c. If PSD receives written information that calls into question a contractor's responsibility, and the information was received **after** the contract has been executed, PSD shall investigate the matter as required in Section G, LAWA INVESTIGATION.

D. AWARD AND EXECUTION OF CONTRACTS

1. Departmental Determination of Responsibility and Award of Contract:

- a. Requesting Division and the Awarding Authority shall determine whether a bidder/contractor is a responsible bidder, proposer or contractor with the necessary trustworthiness, quality, fitness and capacity to perform the work set forth in the proposed contract by considering the following:
 - (1) Information contained in the CRP Questionnaire;
 - (2) Information and documentation from PSD's investigation;
 - (3) Information regarding the bidder's, proposer's or contractor's past performance that may be contained in the City of Los Angeles' Contractor Evaluation Database.
 - (4) Information that may be available from any compliance or regulatory governmental agency, and
 - (5) Any other reliable information that may be available, including but not limited to information from any individual or any other governmental agency.

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- b. The Board may award and the Executive Director may execute a contract with a bidder or proposer only if:
 - (1) The bidder's or proposer's CRP Questionnaire has been made available for public review for at least 14 calendar days unless otherwise exempted from the posting requirement by the CRP;
 - (2) The bidder or proposer is not being investigated by PSD pursuant to the CRP;
 - (3) The bidder or proposer has not been found to be a non-responsible bidder/proposer pursuant to the CRP;
 - (4) The bidder or proposer does not appear on any City list of debarred bidders or contractors; and
 - (5) The bidder or proposer has met all other applicable City requirements.

2. Submission of Pledge of Compliance:

- a. Unless otherwise exempt from the CRP, all bid/proposal submissions (RFBs, RFPs and RFQs) are required to contain a Pledge of Compliance with the CRP signed under penalty of perjury. Failure to submit a CRP Pledge of Compliance with the bid/proposal may make the bidder non-responsive and disqualified from the bidding process.
- b. Within 10 calendar days of execution of a contract with LAWA, the contractor shall submit to LAWA a signed CRP Pledge of Compliance from each subcontractor listed as performing work on the contract.

3. Subcontractor Responsibility:

- a. Contractors shall ensure that their subcontractors meet the criteria for responsibility set forth in the CRP and these Rules and Regulations unless the subcontract is not subject to the CRP.
- b. Contractors shall ensure that subcontractors working on the LAWA agreement shall complete and submit a signed CRP Pledge of Compliance.
- c. Contractors shall not use in any capacity any subcontractor that has been determined or found to be a non-responsible contractor by LAWA or the City.
- d. Subject to approval by the Requesting Division, contractors may substitute a non-responsible subcontractor with another, responsible subcontractor with no changes in bid amounts.

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4. Execution of Contracts:

- a. Unless exempt from the CRP, all contracts shall contain language obligating the contractor to comply with the CRP.
- b. No contract may be executed unless:
 - (1) The proposed contractor has submitted a signed Pledge of Compliance with the CRP.
 - (2) The proposed contractor's CRP Questionnaire, unless otherwise exempt, has been made available for public review for at least 14 calendar days in accordance with these Rules and Regulations.

E. CONTRACT AMENDMENTS

- 1. Compliance with the CRP, except for the requirement to submit a CRP Questionnaire, is required in contract amendments if the initial contract was not subject to the CRP, but the total term and amount of the contract, inclusive of all amendments, would make the contract subject to the CRP.
 - a. A contractor subject to the CRP because of an amendment shall submit a CRP Pledge of Compliance to the Requesting Division before the contract amendment can be executed.
 - b. Unless exempt from the CRP, all contract amendments shall contain contract language obligating the contractor to comply with the CRP.

F. CONTRACTOR NOTIFICATION OF INVESTIGATIONS AND UPDATE OF INFORMATION

1. Notification of Investigations: Contractors shall:

- a. Notify the Requesting Division and PSD within 30 calendar days of receiving notice of any findings by a government agency or court of competent jurisdiction that the contractor violated any applicable Federal, State, or local law in the performance of a LAWA, City of Los Angeles, County of Los Angeles, State of California, Federal Government or other government contract, including but not limited to laws regarding health and safety, labor and employment, wage and hour, and licensing laws which affect employees.
- b. Notify the Requesting Division and PSD within 30 calendar days of becoming aware of a violation or finding of violation of any applicable federal, state, or local law involving its subcontractors or sub-sub-contractors at any level in the performance of a LAWA contract.

2. Update of CRP Questionnaire Information:

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- a. Updates of information contained in the contractor's responses to the CRP Questionnaire shall be submitted to the Requesting Division and PSD within 30 days of any changes to the responses if the change would affect the contractor's responsibility or ability to continue performing the contract.
 - b. PSD or the Requesting Division shall determine whether a contractor in a specific situation should have provided information or updated information.
 - (1) If PSD or the Requesting Division becomes aware of new information concerning a contractor and determines that the contractor should have provided information or updated LAWA with such information, but the contractor has not done so, PSD shall issue a written notice to the contractor requiring the contractor to submit the required information within 10 calendar days.
 - (2) If PSD or the Requesting Division becomes aware of new information concerning a subcontractor and determines that the subcontractor should have provided information or updated LAWA of such information, but the subcontractor has not done so, PSD shall issue a written notice to the contractor requiring the subcontractor to submit the required information within 10 calendar days.
 - c. Contractor's failure to provide information or updated information when required by LAWA, the CRP or these Rules and Regulations may be considered a material breach of the contract, and, additionally, may result in the initiation of a non-responsibility hearing pursuant to Section I of these Rules and Regulations.
- 3. Contractors shall ensure that subcontractors provide information and updates.** Contractors shall ensure that subcontractors performing work on their LAWA contract abide by these same updating requirements, including the requirement to:
- a. Notify the Requesting Division and PSD within 30 calendar days after receiving notification that any government agency has initiated an investigation which may result in a finding that the subcontractor did not comply with any applicable Federal, State, or local law in the performance of the LAWA or City contract, including but not limited to laws regarding health and safety, labor and employment, wage and hour, and licensing laws which affect employees
 - b. Notify the Requesting Division and PSD within 30 calendar days of all findings by a government agency or court of competent jurisdiction that the subcontractor violated any applicable Federal, State, or local law in the performance of a LAWA or City of Los Angeles contract, including but not limited to laws regarding health and safety, labor and employment, wage and hour, and licensing laws which affect employees.
- 4. Submission of CRP Questionnaires and Updates of CRP Questionnaire Is Not Applicable to Subcontractors:** The requirement that contractors submit to LAWA CRP Questionnaires and updates to the CRP Questionnaire responses does not apply to subcontractors.

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G. LAWA INVESTIGATION

1. Reporting of Alleged Violations: Allegations of violations of the CRP or these Rules and Regulations shall be reported to PSD. Complaints regarding a bidder's, proposer's or contractor's responsibility should be submitted to PSD in writing. However, PSD may investigate any claim or complaint regarding a bidder's, proposer's or a contractor's responsibility, whether or not it is submitted in writing. Whether based on a written complaint or otherwise, PSD shall be responsible for investigating such alleged violations.

2. Process:

- a. Upon receipt of a complaint or upon initiation of an investigation, PSD shall notify the Requesting Division, the Awarding Authority and the bidder, proposer or contractor in writing that an investigation has been initiated.
- b. The bidder, proposer or contractor shall cooperate fully with PSD in providing information. If the bidder/proposer or contractor fails to cooperate with PSD's investigation or fails to timely respond to PSD's requests for information, LAWA may initiate a non-responsibility hearing as set forth in Section I of these Rules and Regulations. A contractor's failure to cooperate may be deemed a material breach of the contract, and the City may pursue all available remedies.
- c. To the extent permissible, PSD shall maintain the identity of the complainant, if any, confidential.
- d. Upon completion of the investigation, PSD shall prepare a written report of the findings and notify the Requesting Division, the Awarding Authority and the bidder, proposer or contractor of the results.

3. Results of Investigation:

- a. When an investigation is completed before the contract is awarded, PSD shall notify the Requesting Division and the Awarding Authority of the results, and Requesting Division and the Awarding Authority will consider the information as part of the determination of a bidder's responsibility during the bid/proposal review process.

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- b. When an investigation is completed after the execution of a contract:
 - (1) If violations of the CRP are found, PSD shall notify the Requesting Division and contractor of the violation and require the contractor to make corrections or take reasonable measures within 10 calendar days.
 - (2) If the contractor fails to make corrections as required, PSD shall notify the Requesting Division and the Awarding Authority and may recommend that the Awarding Authority:
 - (i) Terminate the contract.
 - (ii) Initiate a hearing to declare the contractor a non-responsible contractor.

H. VIOLATIONS OF THE CRP OR THESE RULES AND REGULATIONS

- 1. Violations of the CRP or of these Rules and Regulations may be considered a material breach of the contract and may entitle LAWA or the City to terminate the contract.
- 2. Alleged violations of the CRP or of these Rules and Regulations shall be reported to the PSD which will investigate all such complaints.
- 3. When a violation of the CRP or of these Rules and Regulations is found, PSD shall notify the contractor and the Awarding Authority of the violation. PSD shall require the contractor to correct the violation within 10 calendar days. Failure to correct violations or take reasonable measures to correct violations within 10 calendar days may result in PSD:
 - a. Recommending that the Awarding Authority declare a material breach of the contract and that the Awarding Authority exercise all contractual and legal remedies available, including but not limited to termination of the contract, and/or
 - b. Recommending that the Awarding Authority declare the contractor a non-responsible contractor by initiating, within 30 calendar days or as soon as practicable, a non-responsibility hearing in accordance with Section I of these Rules and Regulations.

I. NON-RESPONSIBILITY HEARING

- 1. The process of declaring a bidder or contractor a non-responsible bidder or contractor shall be initiated by the Awarding Authority after consultation with the City Attorney's Office.
- 2. Before a bidder, proposer or contractor may be declared non-responsible, the bidder, proposer or contractor shall be notified of the proposed determination of non-responsibility and provided with an opportunity for a hearing.

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3. The Awarding Authority or the Executive Director's designee shall preside over the non-responsibility hearing and shall provide the bidder, proposer or contractor with the following:
 - a. The bidder, proposer or contractor shall be provided with written Notice of intent to declare the bidder, proposer or contractor non-responsible ("Notice") which shall state that the Awarding Authority intends to declare the bidder, proposer or contractor a non-responsible bidder or contractor.
 - b. The Notice shall provide the bidder, proposer or contractor with the following information:
 - (1) That the Awarding Authority intends to declare the bidder or contractor a non-responsible bidder, proposer or contractor.
 - (2) A summary of the information upon which the Awarding Authority is relying.
 - (3) That the bidder, proposer or contractor has a right to respond to the information by requesting a hearing to rebut adverse information and to present evidence of its necessary trustworthiness, quality, fitness and capacity to perform the work required under the contract.
 - (4) That the bidder, proposer or contractor must exercise the right to a hearing by submitting to the Awarding Authority a **written request** for a hearing **within 10 working days** of the date of the Notice.
 - (5) That failure to submit a written request for hearing within 10 working days of the date of the Notice shall be considered a waiver of the right to a hearing that allows the Awarding Authority to proceed with the determination of non-responsibility.
 - c. If the bidder or contractor submits a written request for a hearing, the hearing may be held by the Awarding Authority for recommendation to the Board, which shall make the final decision.
 - d. The hearing must allow the bidder, proposer or contractor an opportunity to address the issues contained in the Notice of Intent to declare the bidder, proposer or contractor non-responsible.
 - e. The Awarding Authority may determine that the bidder, proposer or contractor:
 - (1) Does not possess the necessary trustworthiness, quality, fitness, or capacity to perform the work set forth in the proposed contract, should be declared a non-responsible bidder, proposer or contractor, and recommend to the Board invocation of the remedies set forth in Section J of these Rules and Regulations.
 - (2) Should not be declared a non-responsible bidder or contractor.
 - f. The Board's determination shall be final and constitute exhaustion of administrative remedies.
 - g. The Board's final decision shall be in writing and shall be provided to the bidder,

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proposer or contractor, the Requesting Division and to PSD. If the bidder, proposer or contractor is declared to be non-responsible, a copy of the final decision shall also be provided to the CAO.

J. NON-RESPONSIBILITY SANCTIONS

1. A **bidder/proposer** found non-responsible by LAWA shall be disqualified from:
 - a. award of the proposed contract or,
 - b. participating, in any way, in the proposed contract.

Such non-responsible bidder or proposer shall not perform any work in the proposed contract, whether as a prime contractor, a subcontractor, a partner in a partnership, a participant in a joint venture, a member of a consortium or in any other capacity.

2. An existing **contractor** found non-responsible by LAWA may be declared to have a material breach of contract, and LAWA may exercise its contractual and legal remedies thereunder, which are to include, but are not limited to termination of the contract.
3. Upon final determination of a bidder, proposer or contractor as non-responsible, PSD shall provide the Requesting Division and the bidder, proposer or contractor with a written notice summarizing the Awarding Authority's findings and sanctions.
4. PSD shall maintain a listing of bidders/proposers and contractors who have been found non-responsible by LAWA pursuant to the CRP.

K. EXEMPTIONS

1. **Categorical Exemption:** The following types of contracts are categorically exempt from the CRP and these Rules and Regulations:
 - a. Contracts with a governmental entity such as the United States of America, the State of California, a county, city or public agency of such entities, or a public or quasi-public corporation located therein and declared by law to have such status.
 - b. Contracts for the investment of trust moneys or agreements relating to the management of trust assets.
 - c. Banking contracts entered into by the Treasurer pursuant to California Government Code Section 53630 et seq.

Board approval required for CRP Exemptions: The following types of contracts are exempt from the requirement to submit a Questionnaire but remain subject to the requirement that the contractor submit a Pledge of Compliance and notify the Awarding Authority within 30 days of any information regarding investigations or the results of investigations by any governmental agency into the contractor's compliance with applicable laws.

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- a. Contracts awarded on the basis of exigent circumstances when the Awarding Authority finds the City would suffer a financial loss or that City operations would be adversely impacted.
 - (1) This exemption is subject to approval by PSD.
 - (2) The Awarding Authority shall submit a request to PSD for waiver along with written certification that the required conditions exist.
 - (3) No contract may be exempted under this provision unless PSD has granted written approval of the waiver.
- b. Contracts where the goods or services are proprietary or available from only one source.
 - (1) This exemption is subject to approval by PSD.
 - (2) The Awarding Authority shall submit a request to PSD for waiver along with written certification that the required conditions exist.
 - (3) No contract may be exempted under this provision unless PSD has granted written approval of the waiver.
- c. Contracts awarded in accordance with Charter Section 371(e)(5). The Awarding Authority must certify in writing that award is based on urgent necessity in accordance with Charter Section 371(e)(5).
- d. Contracts entered into based on, Charter Section 371(e)(6), (7) or (8). The Awarding Authority must certify in writing that the contract is entered into in accordance with Charter Section 371(e)(6), (7) or (8).

Los Angeles World Airports (LAWA)
Contractor Responsibility Program
Rules and Regulations for Leases

L. EFFECTIVE DATE OF RULES AND REGULATIONS

1. These Rules and Regulations apply to IFB's issued after the Executive Director has approved these Rules and Regulations.
2. These Rules and Regulations apply to contracts entered into by LAWA after the Executive Director has approved these Rules and Regulations.
3. Contracts amended after these Rules and Regulations are approved by the Executive Director will become subject to CRP and these Rules and Regulations if they meet definitions contained in the CRP and these Rules and Regulations.

M. CONSISTENCY WITH FEDERAL AND STATE LAW

The CRP and these Rules and Regulations do not apply in instances where application would be prohibited by Federal and State law or where the application would violate or be inconsistent with the terms and conditions or a grant or contract with the Federal or State agency.

N. SEVERABILITY

If any provision of the CRP or these Rules and Regulations are declared legally invalid by any court of competent jurisdiction, the remaining provisions remain in full force and effect.

**LOS ANGELES WORLD AIRPORTS
CONTRACTOR RESPONSIBILITY PROGRAM
PLEDGE OF COMPLIANCE**

The Los Angeles World Airports (LAWA) Contractor Responsibility Program (Board Resolution #21601) provides that, unless specifically exempted, LAWA contractors working under contracts for services, for purchases, for construction, and for leases, that require the Board of Airport Commissioners' approval shall comply with all applicable provisions of the LAWA Contractor Responsibility Program. Bidders and proposers are required to complete and submit this Pledge of Compliance with the bid or proposal or with an amendment of a contract subject to the CRP. In addition, within 10 days of execution of any subcontract, the contractor shall submit to LAWA this Pledge of Compliance from each subcontractor who has been listed as performing work on the contract.

The contractor agrees to comply with the Contractor Responsibility Program and the following provisions:

- (a) To comply with all applicable Federal, state, and local laws in the performance of the contract, including but not limited to, laws regarding health and safety, labor and employment, wage and hours, and licensing laws which affect employees.
- (b) To notify LAWA within thirty (30) calendar days after receiving notification that any government agency has initiated an investigation that may result in a finding that the contractor is not in compliance with paragraph (a).
- (c) To notify LAWA within thirty (30) calendar days of all findings by a government agency or court of competent jurisdiction that the contractor has violated paragraph (a).
- (d) To provide LAWA within thirty (30) calendar days updated responses to the CRP Questionnaire if any change occurs which would change any response contained within the completed CRP Questionnaire. Note: This provision does not apply to amendments of contracts not subject to the CRP and to subcontractors not required to submit a CRP Questionnaire.
- (e) To ensure that subcontractors working on the LAWA contract shall complete and sign a Pledge of Compliance attesting under penalty of perjury to compliance with paragraphs (a) through (c) herein. To submit to LAWA the completed Pledges.
- (f) To notify LAWA within thirty (30) days of becoming aware of an investigation, violation or finding of any applicable federal, state, or local law involving the subcontractors in the performance of a LAWA contract.
- (g) To cooperate fully with LAWA during an investigation and to respond to request(s) for information within ten (10) working days from the date of the Notice to Respond.

Failure to sign and submit this form to LAWA with the bid/proposal may make the bid/proposal non-responsive.

Boingo Wireless, Inc. + Subs
Company Name, Address and Phone Number

10960 Wilshire Blvd, Suite 800 Los Angeles, CA 90024
310-586-5180


Signature of Officer or Authorized Representative

2/12/15
Date

Peter Huenes, CFO
Print Name and Title of Officer or Authorized Representative

CRP Pledge