

**THIRD AMENDMENT TO BENEFICIAL USE SERVICE AGREEMENT/  
CONTRACT NUMBER DA-5260 BETWEEN THE CITY OF LOS ANGELES  
AND SOLAR TURBINES INCORPORATED**

This **THIRD AMENDMENT TO BENEFICIAL USE SERVICE AGREEMENT/** CONTRACT NUMBER DA-5260 (“Amendment”) is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2023 by and between the **CITY OF LOS ANGELES** ("City"), a municipal corporation, acting by order of and through its Board of Airport Commissioners (the "Board") of the Department of Airports (“Department” or “LAWA”) and **SOLAR TURBINES INCORPORATED** ("Contractor"). City and Contractor are collectively referred to as the “Parties.”

**RECITALS**

WHEREAS, City and Contractor entered into Los Angeles World Airports Beneficial Use Service Agreement/Contract Number DA-5260 (the “Contract”) to provide maintenance coordination/planning, remote trouble shooting and support, Remote Monitoring & Diagnostics, on-site maintenance and component replacement, scheduled maintenance inspections, replacement parts and repairs, generator inspections and engine exchange/overhaul for the two (2) co-generation turbines in the Airport Utilities Control Unit at Los Angeles International Airport on February 14, 2018; and

WHEREAS, the original funding for the Contract was for an amount not-to-exceed Seven Million Two Hundred Twenty Seven Thousand Eight Hundred Sixty and 00/100 Dollars (\$7,227,860.00); and

WHEREAS, the original term of the Contract was for five (5) years, commencing on February 14, 2018; and

WHEREAS, the Board approved a First Amendment to the Contract on November 4, 2021 to add funding in the amount of Two Million and 00/100 Dollars (\$2,000,000.00) for an amended overall Contract amount not- to-exceed Nine Million Two Hundred Twenty Seven Thousand Eight Hundred Sixty and 00/100 Dollars (\$9,227,860.00); and

WHEREAS, the Contract was also amended to add Equal Benefits Ordinance and Iran Contracting Act of 2010 provisions to the Administrative Requirements of the Contract; and

WHEREAS, the Board approved a Second Amendment to the Contract on November 3, 2022, which extended the term of the Contract for one (1) year through February 13, 2024, added an option for City to further extend the term of the Contract for an additional one (1) year, and added funding in the amount of Three Million and 00/100 Dollars (\$3,000,000.00) for an amended overall Contract amount not-to-exceed Twelve Million Two Hundred Twenty Seven Thousand Eight Hundred Sixty and 00/100 Dollars (\$12,227,860.00); and

WHEREAS, City wishes to exercise the option to extend the term of the Contract for one (1) year (*i.e.*, from February 13, 2024 to February 13, 2025), and add an option for City to further extend the term of the Contract for an addition one (1) year; and

WHEREAS, City also wishes to add funding in the amount of One Million and 00/100 Dollars (\$1,000,000.00) for an amended overall Contract Amount not-to-exceed increase the not-to-exceed Thirteen Million Two Hundred Twenty Seven Thousand Eight Hundred Sixty and 00/100 Dollars (\$13,227,860.00); and

NOW, THEREFORE, in consideration of the premises and of the terms, covenants and conditions hereinafter contained to be kept and performed by the respective parties hereto, the parties do mutually agree that the Contract is HEREBY AMENDED AS FOLLOWS:

#### **AMENDMENT**

**Amendment Section 1.** Section 1.2 of the Contract titled “TERM” is amended and restated in its entirety as follows:

The term (“Term”) of this Agreement commenced on February 14, 2018 and, pursuant to a Second Amendment was extended effective February 13, 2023 for an additional one (1) year (*i.e.*, February 13, 2023 to February 13, 2024), with the option to extend the term of the Contract for an additional one (1) year. City is exercising the option to extend the term of the Contract by one (1) year, from February 13, 2024 to February 13, 2025, subject, however, to earlier termination as specified in Section 4.5 of the Contract entitled “Termination.” City shall also have, at the sole discretion of the Chief Executive Officer

of LAWA, or his or her designee (“CEO”), the option to extend the term of the contract for one (1) additional year (i.e., from February 13, 2025 to February 13, 2026). In order to be effective, City’s exercise of such option by the CEO shall be in writing.

**Amendment Section 2.** Section 1.5 of the Contract titled “PRICING” shall be amended and restated in its entirety as follows:

Solar shall charge, and Customer shall pay, the prices and rates stated in Section 3.0 , *‘Pricing and Commercial Considerations’*, but in no event, shall the total not-to-exceed amount of this contract exceed \$13,227,860.00.

**Amendment Section 3.** Except as specifically provided herein, this Amendment shall not in any manner alter, change, modify, or affect any of the rights, privileges, duties, or obligations of either of the parties hereto, under, or by reason of said Contract, as amended.

**Execution.** This Amendment and any other document necessary for the consummation of the transaction contemplated by this Amendment may be executed in counterparts, including counterparts that are manually executed and counterparts that are in the form of electronic records and are electronically executed. An electronic signature means a signature that is executed by symbol attached to or logically associate with a record and adopted by a party with the intent to sign such record, including facsimile or e-mail signatures. All executed counterparts shall constitute one Amendment, and each counterpart shall be deemed an original. The parties hereby acknowledge and agree that electronic records and electronic signatures, as well as facsimile signatures, may be used in connection with the execution of this Amendment and electronic signatures, facsimile signatures or signatures transmitted by electronic mail in so-called PDF format shall be legal and binding and shall have the same full force and effect as if a paper original of this Amendment had been delivered that had been signed using a handwritten signature. All parties to this Amendment (i) agree that an electronic signature, whether digital or encrypted, of a party to this Amendment is intended to authenticate this writing and to have the same force and effect as a manual signature; (ii) intended to be bound by the signatures (whether original, faxed, or electronic) on any document sent or delivered by facsimile or electronic mail or other electronic means; (iii) are aware that the other party(ies) will rely on such signatures; and, (iv) hereby waive any defenses to the enforcement of the terms of this Amendment based on the foregoing forms of signature. If this Amendment has been executed by electronic signature, all parties executing this document are expressly consenting, under the United States Federal Electronic Signatures in Global and National Commerce Act of 2000 (“E-SIGN”) and the California Uniform Electronic Transactions Act (“UETA”) (California Civil Code §1633.1 et seq.), that a signature by fax, e-mail, or other electronic means shall constitute an Electronic Signature to an Electronic Record under both E-SIGN and UETA with respect to this specific transaction.

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IN WITNESS WHEREOF, City has caused this Amendment to be executed, by the CEO, and Contractor has caused the same to be executed by its duly authorized officers and its corporate seal to be hereunto affixed, all as of the day and year first hereinabove written.

APPROVED AS TO FORM:

Hydee Feldstein Soto,  
City Attorney

**CITY OF LOS ANGELES**

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


By: \_\_\_\_\_  
Interim Chief Executive Officer  
Department of Airports


By: \_\_\_\_\_  
Deputy City Attorney

By: \_\_\_\_\_  
Chief Financial Officer  
Deputy Executive Director  
Department of Airports

ATTEST:

**SOLAR TURBINES INCORPORATED**

By:  \_\_\_\_\_  
Signature  
Barry Foster  
\_\_\_\_\_  
Print Name  
Sales Application Engineer  
\_\_\_\_\_  
Print Title

By:  \_\_\_\_\_  
Signature  
Gareth JONES  
\_\_\_\_\_  
Print Name  
Global Sales Manager  
\_\_\_\_\_  
Print Title