

**FIRST AMENDMENT TO CONTRACT DA-5343 BETWEEN
CITY OF LOS ANGELES AND HERC RENTALS FOR
EQUIPMENT RENTALS AND RELATED PRODUCTS AND SERVICES
FOR LOS ANGELES WORLD AIRPORTS**

This First Amendment to Contract (“First Amendment”) is made and entered into as of _____, 2021 by and between the **CITY OF LOS ANGELES**, a municipal corporation and charter city (acting for its Department of Airports, also known as “Los Angeles World Airports”) and **HERC RENTALS INC.**, a Delaware corporation with its principal place of business in Bonita Springs, Florida and with, for purposes of this contract, its local office located in Carson, California (“Contractor”). City and the Contractor are collectively referred to as the “Parties.”

RECITALS

WHEREAS, in 2019 City and Contractor entered into contract DA-5343 (“Contract”) pursuant to which Contractor provides certain Equipment Rentals and Related Products and Services for Los Angeles World Airports. The Contract was entered into on March 26, 2019 and the effective date of the Contract was April 1, 2019. The term of the Contract is a period not to exceed five (5) years; and

WHEREAS, the Parties desire to amend the Contract in two respects: First, the parties want to increase by the sum of Two Million, Five Hundred Thousand Dollars (\$2,500,000) the Not to Exceed amount of the Contract from Four Million, One Hundred Fifty Thousand Dollars (\$4,150,000) to Six Million, Six Hundred Fifty Thousand Dollars (\$6,650,000). Second, the parties want to add a new Section 15 to allow the execution of this First Amendment by means of electronic signatures.

NOW, THEREFORE, in consideration of the promises and the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to amend the Contract as follows:

AMENDMENT

1. PAYMENT.

Section 2.2. is amended and restated in its entirety to read: “2.2. The total amount payable for this contract shall not exceed Six Million, Six Hundred Fifty Thousand Dollars (\$6,650,000) for the five year term of this Contract.”

2. ELECTRONIC SIGNATURES.

A new provision re Electronic Signatures is added as a new Section 15 to read as follows:

“This First Amendment and any other document necessary for the consummation of the transaction contemplated by this First 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 agreement, and each counterpart shall be deemed an original. The parties hereby acknowledge and agree that electronic records and electronic signatures, as well as facsimile signatures, may be used in connection with the execution of this First 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 First Amendment had been delivered that had been signed using a handwritten signature. All parties to this First Amendment (i) agree that an electronic signature, whether digital or encrypted, of a party to this First 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 will rely on such signatures; and, (iv) hereby waive any defenses to the enforcement of the terms of this First Amendment based on the foregoing forms of signature. If this First 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.”

3. FULL FORCE AND EFFECT.

In the event of a conflict between the First Amendment, on the one hand, and the Contract, on the other hand, the First Amendment shall control. All other terms and conditions of the Contract not expressly amended herein shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have caused this First Amendment to be executed, by their respective authorized signatories, all as of the day and year first hereinabove written.

APPROVED AS TO FORM:

CITY OF LOS ANGELES

MICHEL N. FEUER,
City Attorney

Date: January 12, 2021

Date: _____

By: Kevin T. Ryan
Deputy City Attorney

By: _____
Justin Erbacci
Chief Executive Officer

By: _____
Chief Financial Officer
Deputy Executive Director
Department of Airports

ATTEST:

HERC RENTALS INC.

By: DocuSigned by:
Derek Lively
8178D6048981477...
Signature

By: DocuSigned by:
Jason Oosterbeek
06739FBAF70B4E0...
Signature

Derek Lively

Jason Oosterbeek

Print Name

Print Name

Assistant Secretary

Vice President

Print Title

Print Title