

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

This Second Amendment to Contract ("Second Amendment") is made and entered into as of _____, 2023 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 makes available to Los Angeles World Airports certain Equipment Rentals and Sales and Related Products and Services on the same terms and prices as the City of Charlotte, U.S. Communities Contract, Contract No. 2019 000318 (the "Charlotte U.S. Communities Contract"). The effective date of the Contract was April 1, 2019, the Contract's original Not to Exceed Amount was Four Million, One Hundred Fifty Thousand Dollars (\$4,150,000) and the original term of the Contract was for a period not to exceed five (5) years;

WHEREAS, in 2021 City and Contractor entered into a First Amendment to Contract which increased the Not to Exceed Amount (from \$4,150,000 to \$6,650,000) and added a new section to allow the execution by means of electronic signatures; and

WHEREAS, the Charlotte U.S. Communities Contract/Contract No. 2019 000318 has periodically been revised to, among other things, incorporate updated equipment lists, update gold and platinum pricing schedules, add and modify terms and incorporate certain other changes. Presently the Charlotte U.S. Communities Contract/Contract No. 2019 000318 is on its Eighth Amendment. The Eighth Amendment, which is dated December 21, 2022 and consists of 178 pages, among other things, extended the term of the Charlotte U.S. Communities Contract by the first of two (2) two-year renewal periods (to October 31, 2025), incorporated an updated equipment rental list, incorporated gold and platinum pricing schedules, and updated New and Used Equipment Purchase Options. (The Eighth Amendment to the Charlotte U.S. Communities Contract/Contract No. 2019 000318 is hereby incorporated by reference.); and

WHEREAS, the Parties now desire to enter into a Second Amendment to amend Contract DA-5343 to: 1) increase the Not to Exceed amount from Six Million, Six Hundred Fifty Thousand Dollars (\$6,650,000) to Thirteen Million, Four Hundred Thousand Dollars (\$13,400,000); and 2) to extend the maximum duration of the Contract from March 31, 2024 to potentially as late as October 31, 2027.

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. TERM OF CONTRACT.

Section 1.1 is amended and restated in its entirety to read as follows:

“1.1 The Term of this Contract commenced on the Effective Date of April 1, 2019 and, notwithstanding any after provision herein, shall expire no later than October 31, 2027 provided the second of the two-year options of the Charlotte U.S. Communities Contract has been exercised extending the term of the Charlotte U.S. Communities Contract to October 31, 2027. In the event that the second of the two-year renewal options has not been exercised, then the term of this Contract shall expire no later than October 31, 2025. In any event, this Contract is subject to earlier termination pursuant to the terms of this Contract. City may terminate this Contract, with or without cause, upon giving the Contractor a sixty (60) day advance written notice or as otherwise provided herein.”

2. 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 Thirteen Million, Four Hundred Thousand Dollars (\$13,400,000) for the term of this Contract.”

3. FULL FORCE AND EFFECT.

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

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

written.

APPROVED AS TO FORM:
HYDEE FELDSTEIN SOTO,
City Attorney

CITY OF LOS ANGELES

Date: _____

Date: _____

By: _____
Deputy City Attorney

By: _____
Justin Erbacci
Chief Executive Officer

REVIEWED:

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

HERC RENTALS, INC.

By: Jason Oosterbeek
Jason Oosterbeek (Aug 11, 2023 08:16 EDT)
Signature

Jason Oosterbeek
Print Name

Vice President
Print Title

By: Derek Lively
Derek Lively (Aug 11, 2023 09:43 EDT)
Signature

Derek Lively
Print Name

Assistant Secretary
Print Title