

**FIRST AMENDMENT TO AGREEMENT DA-5504
BETWEEN THE CITY OF LOS ANGELES
FOR THE DEPARTMENT OF AIRPORTS AND
LAZ PARKING CALIFORNIA LLC FOR
OPERATIONS AND MANAGEMENT OF TRANSPORTATION SHUTTLES SERVICES
AT
LOS ANGELES INTERNATIONAL AIRPORT**

THIS FIRST AMENDMENT TO Agreement No.DA-5504 ("Agreement") is entered into this _____ day of _____, 20____, at Los Angeles, California, by and between the **CITY OF LOS ANGELES**, a municipal corporation, (herein after referred to as "**City**"), acting by order of and through the Board of Airport Commissioners (hereinafter referred to as "**Board**") of the Department of Airports, also known as Los Angeles World Airports (hereinafter referred to as "**Department**" or "**LAWA**"), and LAZ Parking California LLC (hereinafter referred to "**Contractor**", and/or Party(ies)).

RECITALS

WHEREAS, City and Contractor previously entered into Agreement DA-5504 commencing on June 1, 2021.

WHEREAS City and Contractor desire to extend the term of the Agreement for one year with two options to extend the term an additional four (4) months each.

NOW, THEREFORE, for and in consideration of the covenants and conditions hereinafter contained to be kept and performed by the respective parties hereto, IT IS MUTUALLY AGREED as follows:

AMENDMENTS

Section 1. Section 1.1 **Term: Commencement Date.**, is hereby amended by deleting it in its entirety, and in lieu thereof inserting the following:

"1.1 **Term.** This Agreement shall commence on the Commencement Date, **June 1, 2021**, and shall terminate on May 31, 2025("Term"), with two (2) consecutive options to extend the term by four (4) months each, unless earlier terminated subject to the terms herein. City shall give a written notice confirming the Commencement Date when such is ascertained."

Section 2. Except as amended or modified by this First Amendment, Agreement DA-5504 is hereby ratified and confirmed and all other terms of Agreement DA-5504 shall remain in full force and effect, unaltered and unchanged by this First Amendment. If there

is any conflict between the provisions of this First Amendment and the provisions of Agreement DA-5504, the provisions of this First Amendment shall prevail. Whether or not specifically amended by this First Amendment, all terms and provisions of Agreement DA-5504 are amended to the extent necessary to give effect to the purpose and intent of this First Amendment.

Section 3. **No First Party Beneficiaries.** No provisions of Agreement DA-5504 or this First Amendment may be amended or added to except by a written agreement signed by the Parties or their respective successors-in-interest. This First Amendment is not intended to confer upon any person other than the Parties, any rights or remedies hereunder.

Section 4. **Governing Law; Interpretation.** This First Amendment shall be governed by, and construed in accordance with, the laws of the State of California. This Agreement and this First Amendment are subject to the provisions of the Los Angeles Administrative Code. Each Party represents and warrants that this First Amendment has been negotiated and drafted at arms-length by equally sophisticated parties, and any ambiguity cannot be attributed to either Party hereto. If any provision of this First Amendment, or the application thereof to any persons or circumstances, shall be invalid or unenforceable, the remainder of this First Amendment shall not be affected thereby, and each provision of this First Amendment shall be valid and shall be enforceable to the fullest extent permitted by law.

Section 5. **Electronic Signatures.** This First Amendment to Agreement and any other document necessary for the consummation of the transaction contemplated by this First Amendment to Agreement 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 to Agreement 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 to Agreement had been delivered that had been signed using a handwritten signature. All parties to this First Amendment to Agreement (i) agree that an electronic signature, whether digital or encrypted, of a party to this First Amendment to Agreement 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 First Amendment to Agreement based on

the foregoing forms of signature. If this First Amendment to Agreement 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.”

Section 6. **Incorporation of Recitals.** City and Contractor each acknowledge the truth and accuracy of the Recitals set forth above, which by this reference are incorporated into this First Amendment to Agreement.

[Signatures on the following page.]

IN WITNESS WHEREOF, City has caused this First Amendment to be executed on its behalf by the Chief Executive Officer (also referred to as Executive Director) or his or her designee, and Contractor has caused the same to be executed by its duly authorized officers, all as of the day and year first herein above written.

APPROVED AS TO FORM:
Hydee Feldstein Soto, City Attorney

CITY OF LOS ANGELES

Date: _____

By: _____
Deputy/Assistant City Attorney

By _____
Chief Executive Officer
Department of Airports

ATTEST:

By  _____
Jeffrey Karp

By _____

President

Title

Title

[SEAL]