

SECOND AMENDMENT TO CONTRACT DA-4891 BETWEEN
THE CITY OF LOS ANGELES AND ABM AVIATION, INC. FOR REMOTE
EMPLOYEE PARKING OPERATIONS AND MANAGEMENT
FOR THE DEPARTMENT OF AIRPORTS

THIS SECOND AMENDMENT to Contract DA-4891 (hereinafter referred to as “Agreement”) made and entered into this _____ day of _____, 2021 at 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”) of the Department of Airports (hereinafter referred to as “LAWA” or “Department”) and ABM AVIATION, INC. (hereinafter referred to as “Operator”). LAWA and Operator are also collectively referred to herein as “Parties”.

RECITALS

WHEREAS, Department and Operator heretofore entered into Contract DA-4891 on July 16, 2014, and as amended on October 18, 2018, for employee parking operations and management for the Department; and,

WHEREAS, City and Operator desire to amend this Agreement.

NOW, THEREFORE, in consideration of the covenants and conditions hereinafter contained to be kept and performed by the respective parties hereto, IT IS MUTUALLY AGREED that Contract DA-4891 BE AMENDED AS FOLLOWS:

Section 1.0 Subsection 1.1 of Section 1.0, Term of the Agreement, is deleted in its entirety and replaced with the following:

“The term of the Agreement (the “Term”) shall be for a period commencing on July 14, 2014 and terminating on December 31, 2021, unless earlier terminated pursuant to the terms hereinafter set forth. City may terminate this Agreement upon giving Operator a thirty (30) day advance written notice or as provided elsewhere in the Agreement .

Section 2.0. Subsection 1.2 of Section 1.0, Term of the Agreement, is deleted in its entirety.

Section 3.0. Section 3.0, Compensation, is amended by adding the following as Subsection 3.7, Maximum Compensation:

“3.7. Maximum Compensation. Compensation to Operator shall not exceed Sixty Five Million Nine Hundred Thousand Dollars (\$65,900,000) for the term of this Agreement. The stated amount is deemed to include all provisions for Operator’s compensation of services, as set forth in the entirety of Section 3.0”.

Section 4.0 It is understood and agreed by and between the parties hereto that, except as specifically provided herein, this Second 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 Contract DA-4891, and except as expressly amended herein, all terms, covenants, and conditions of Contract DA-4891, and all amendments thereto, shall remain in full force and effect.

IN WITNESS WHEREOF, City has caused this Second Amendment to Contract DA-4891 to be executed by the Chief Executive Officer and Operator has caused the same to be executed by its duly authorized officers, all as of the day and year hereinabove written.

APPROVED AS TO FORM:
MICHEL N. FEUER,
City Attorney

CITY OF LOS ANGELES

Date: April 22, 2021

By: _____

By: J. Tomalty
Deputy/Assistant City Attorney

Chief Executive Officer
Department of Airports

By: _____

Chief Financial Officer

ATTEST:

By: [Signature]
Signature (Secretary)

Noah Baker
Print Name

ABM AVIATION, INC.

By: [Signature]
Signature

D. Scott Hutchison
Print Name

Senior Vice President
Print Title

[SEAL]