

SECOND AMENDMENT TO CONTRACT DA-5193 BETWEEN  
THE CITY OF LOS ANGELES AND  
THE REVENUE MARKETS, INC. dba  
TRMI SYSTEMS INTEGRATION

This Second Amendment is 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 and through the Board of Airport Commissioners (hereinafter referred to as “Board”) of the Department of Airports (hereinafter referred to as “Department” or “LAWA”) and The Revenue Market, Inc. dba TRMI Systems Integration (hereinafter referred to as “Contractor”).

**RECITALS**

WHEREAS, City and Contractor entered into contract number DA-5193 (hereinafter referred to as “Contract”) dated June 20, 2017 for ongoing operations and maintenance support services for the Automatic Vehicle Identification System at Los Angeles International Airport; and,

WHEREAS, City and Contractor entered into a First Amendment on June 3, 2019; and,

WHEREAS, the parties hereto desire to amend this Contract.

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 the Contract BE AMENDED AS FOLLOWS:

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

“The term of this Contract shall be for a period commencing on July 1, 2017 and expiring on June 30, 2023. City may terminate this Contract, with or without cause, upon giving Contractor a thirty (30) day written notice, unless otherwise terminated as set forth in this Contract.

Section 2.0 The first sentence of subsection 3.2 of Section 3.0, Contractor Scope and Fee, is deleted in its entirety and replaced with the following:

“The compensation to Contractor shall not exceed Five Million Fifty Four Thousand Six Hundred Forty Dollars (\$5,054,640.00) for the term of the Contract.”

Section 3.0 Section 30.0, Miscellaneous Provisions, is amended by adding the following as Subsection 30.12:

“This Contract 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 Contract 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 Contract had been delivered that had been signed using a handwritten signature. All parties (i) agree that an electronic signature, whether digital or encrypted, of a party to this Contract 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 Contract based on the foregoing forms of signature. If this Contract or any amendment thereto 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 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 the Contract and except as expressly amended herein, all terms, covenants, and conditions of the Contract and all amendments thereto, shall remain in full force and effect.

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IN WITNESS WHEREOF, the Department has caused this Second Amendment to be executed on its behalf by the Chief Executive Office and Contractor has caused the same to be executed by its duly authorized officers, all as of the day and year first hereinabove written.

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

CITY OF LOS ANGELES

Date: June 17, 2021

By: \_\_\_\_\_

By: [Signature]  
Deputy/Assistant City Attorney

Chief Executive Officer  
Department of Airports

By: \_\_\_\_\_

Chief Financial Officer

ATTEST:

THE REVENUE MARKETS, INC.

By: [Signature]  
Signature (Secretary)

By: [Signature]  
Signature

Henry Kroil, CEO  
Print Name

Lisa Rosakranse  
Print Name

[SEAL]

President  
Print Title