

**SECOND AMENDMENT TO CONTRACT NUMBER DA-5382
BETWEEN THE CITY OF LOS ANGELES AND LAZ PARKING CALIFORNIA, LLC
FOR LOS ANGELES INTERNATIONAL AIRPORT TAXI AND RIDE APP PICKUP
LOT AND SHUTTLE, OPERATIONS, MANAGEMENT AND RELATED SERVICES**

This **SECOND AMENDMENT TO CONTRACT NUMBER DA-5382** ("Amendment") is made and entered into as of this ____ day of _____, 2022 at Los Angeles, California by and between the **CITY OF LOS ANGELES**, a municipal corporation and charter city (the "City"), acting by order of and through its Board of Airport Commissioners (the "Board") of the Department of Airports (also known as Los Angeles World Airports or "LAWA") and **LAZ PARKING CALIFORNIA, LLC** ("LAZ"). In this Amendment, LAWA and LAZ may be referred to individually as "Party" and collectively as the "Parties."

RECITALS

WHEREAS, City and LAZ entered into Los Angeles World Airports Contract Number DA-5382 (the "Agreement") for the operation and management of the Taxi and Ride App Pickup Lot and Shuttle at Los Angeles International Airport on August 13, 2019; and

WHEREAS, on September 3, 2020, the Agreement was amended to revise the management and shuttle maintenance and fee schedules and allow the Chief Executive Officer of LAWA, or his or her designee ("CEO"), to issue related task orders to mitigate operational unforeseen conditions including the lease of additional shuttle buses, if needed, to cover the Taxi and Ride App Pickup Lot; and

WHEREAS, the City wishes to amend the Agreement to extend the term eighteen (18) months with an option to extend an additional six (6) months, not to exceed a total of twenty-four (24) months; and

WHEREAS, the City also wishes to increase the not-to-exceed amount of the Agreement from Sixty Five Million Five Hundred Thousand and 00/100 Dollars (\$65,500,000.00) to Seventy Million Fifty Thousand and 00/100 Dollars (\$70,050,000.00); and

NOW, THEREFORE, in consideration of the premises and of the terms, covenants and conditions hereinafter contained to be kept and performed by the respective parties hereto, the parties do mutually agree that the Agreement is **HEREBY AMENDED AS FOLLOWS**:

AMENDMENT

Amendment Section 1. Section 1.1 under "Section 1 – TERM OF AGREEMENT" is amended, and restated as follows:

1.1 Term

1.1.1 Notwithstanding any other provision contained herein, the term of this Agreement (the "Term") shall commence upon the City's issuance of a Notice to Proceed, and shall expire no later than four (4) years and six (6) months thereafter ("Expiration Date"), unless terminated earlier or extended in accordance with the terms of this Agreement.

1.1.2 The CEO shall have the right (acting in the CEO's sole and absolute discretion) to extend the Term for up to an additional six (6) months by providing written notice of such election to extend not less than thirty (30) calendar days prior to the date that such extension period would commence.

Amendment Section 2. Section 4.1 under "Section 4 – COMPENSATION" is amended, and restated as follows:

4.1 Operator's Compensation

The compensation to Operator shall not exceed Seventy Million Fifty Thousand and Fifty and 00/100 Dollars (\$70,050,000.00) for the term of this Agreement. LAWA shall pay Operator for its performance under this Agreement as set forth in the Fee Schedule, which is attached hereto as Exhibit C. The stated amounts set forth in Exhibit C are deemed to include all provisions for Operator's compensation for the services under this Agreement including, without limitation, travel costs, fringe benefits, all out of pocket expenses, and overhead costs, except as otherwise specified in Section 4 of this Agreement.

Amendment Section 3. Section (2) of the Fee Schedule titled "Monthly Operational Expenses include pre-approval hours for Transportation, Lot and Stop, and Cleaning & Maintenance Staff" is amended, and restated as follows:

DESCRIPTION	Year 1 HOURLY RATE	Year 2 HOURLY RATE	Year 3 HOURLY RATE	Year 4 HOURLY RATE	Year 5 HOURLY RATE
Transportation Staff	\$40.93	\$42.92	\$45.98	\$48.05	\$50.21
Lot & Stop Staff	\$30.75	\$34.50	\$38.00	\$39.71	\$41.50
Cleaning & Maintenance Staff	\$30.75	\$34.50	\$38.00	\$39.71	\$41.50

Amendment Section 4. Except as specifically provided herein, this 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 said Agreement, as amended.

Execution. This Amendment and any other document necessary for the consummation of the transaction contemplated by this 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 Amendment, 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 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 Amendment had been delivered that had been signed using a handwritten signature. All parties to this Amendment (i) agree that an electronic signature, whether digital or encrypted, of a party to this 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(ies) will rely on such signatures; and, (iv) hereby waive any defenses to the enforcement of the terms of this based Amendment on the foregoing forms of signature. If this 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.

IN WITNESS WHEREOF, City has caused this Amendment to be executed, by the Chief Executive Officer, and LAZ has caused the same to be executed by its duly authorized officers and its corporate seal to be hereunto affixed, all as of the day and year first hereinabove written.

APPROVED AS TO FORM:
MICHAEL N. FEUER
City Attorney

CITY OF LOS ANGELES

Date: Aug 15, 2022

By: _____
Chief Executive Officer
Department of Airports

By: 
JOHN EISENBERY (Aug 15, 2022 12:32 PDT)
Deputy City Attorney

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

ATTEST:

**LAZ PARKING CALIFORNIA,
LLC**

By: 
Signature (Secretary) Glenn T. Terk
Glenn T. Terk
Print Name

By: 
Signature
Michael Kuziak
Print Name

[SEAL]

Chief Operating Officer
Print Title