

SECOND AMENDMENT TO CONTRACT DA-5272 BETWEEN  
THE CITY OF LOS ANGELES AND SHARP ELECTRONICS CORPORATION FOR  
RENTAL OF DIGITAL MULTIFUNCTION COPIERS, RELATED ACCESSORIES  
AND SERVICES FOR THE DEPARTMENT OF AIRPORTS

This SECOND AMENDMENT TO CONTRACT NO. DA-5272 (“Second Amendment”) is made and entered into this this <sup>th</sup> day of , 2022, 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 the Board of Airport Commissioners (hereinafter referred to as “Board”) of the Department of Airports (hereinafter referred to as “Department” or “LAWA”), and SHARP ELECTRONICS CORPORATION, a New York Corporation (hereinafter referred to as “Contractor”).

**RECITALS**

WHEREAS, City and Contractor entered into Contract DA-5272 dated March 20, 2018 (“Contract” for radio system maintenance, repair, and related services and equipment purchases (hereinafter referred to as “Contract”) for the Department; and,

WHEREAS, City and Contractor entered into a First Amendment on May 19, 2021; 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.** 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 commence on April 1, 2022 and expire on March 31, 2023, unless earlier terminated pursuant to the terms herein. City shall have the right to extend the Term of the Contract for one year, in City’s sole discretion.”

**Section 2.** Subsection 2.2 of Section 2.0, Contractor Scope and Fee, is deleted in its entirety and replaced with the following:

“City shall pay Contractor for the Goods to be performed and supplied by Contractor as set forth in Exhibit B. Said fees to be paid Contractor shall not exceed Three Million Four Hundred Fifty-Seven Thousand and Four Hundred Twenty-One Dollars (\$3,457,421) for the term of this Contract. The stated amounts described in Exhibit B are deemed to include all provisions for Contractor’s compensation for Goods, including, without limitation, fringe benefits, all out-of-pocket expenses, and overhead costs. City is not obligated to pay for Contractor’s time or expenses associated with travel unless specifically authorized by advance written notice form LAWA.”

**Section 3.** This Second Amendment and any other document necessary for the consummation of the transaction contemplated by this Second 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 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 Second 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 Second Amendment had been delivered that had been signed using a handwritten signature. All parties to this Second Amendment (i) agree that an electronic signature, whether digital or encrypted, of a party to this Second 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 Second Amendment based on the foregoing forms of signature. If this Second 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.

**Section 4.** 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.

IN WITNESS WHEREOF, the Department has caused this Second Amendment to be executed on its behalf by the Chief Executive Officer 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:  
MICHAEL N. FEUER,  
City Attorney

CITY OF LOS ANGELES

Date: 3/7/2022

Date: \_\_\_\_\_

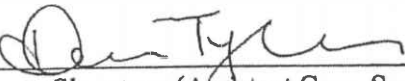
By:   
Deputy/Assistant City Attorney

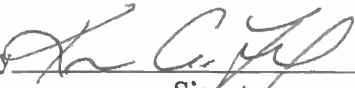
By \_\_\_\_\_  
Chief Executive Officer  
Department of Airports

By \_\_\_\_\_  
Chief Financial Officer  
Department of Airports

ATTEST:

SHARP ELECTRONICS CORPORATION,  
a New York corporation

By:   
Signature (Assistant Corp. Secretary)  
Deborah M. Tyler  
Print Name

By:   
Signature  
KEVIN A. FOX  
Print Name

SVP, General Counsel & Corp. Secretary  
Print Title

[SEAL]