

**CONTRACT BETWEEN THE CITY OF LOS ANGELES
AND MOSS ADAMS LLP FOR
EXTERNAL AUDITING SERVICES FOR THE
CITY OF LOS ANGELES, DEPARTMENT OF AIRPORTS**

THIS CONTRACT (this "Contract") is made and entered into on _____, 2021 (the "Effective Date"), by and between the CITY OF LOS ANGELES (the "City"), a municipal corporation acting by order of and through its Board of Airport Commissioners (the "Board"), and MOSS ADAMS LLP (the "Contractor").

BACKGROUND

The City's Department of Airports, also known as Los Angeles World Airports (the "Department" or "LAWA") found it necessary to conduct an independent audit for the fiscal years 2021 through 2025. LAWA's fiscal years end on June 30th of each year. On September 24, 2020, the City issued a "Request for Proposals for External Auditing Services" for LAWA ("LAWA's RFP").

The City cannot conduct an independent audit of itself absent a conflict of interest; consequently, the Board found that the external auditing services can be performed more economically or feasibly through the use of an independent contractor than by City employees. The Contractor is experienced and knowledgeable in providing external auditing services of airports. The Contractor submitted a proposal and LAWA selected it as the successful proposer.

CONTRACT TERMS AND CONDITIONS

Effective as of the above date, the City and the Contractor agree in consideration of and to the terms, covenants and conditions provided below.

Section 1. Contractor's Services.

1.1. The Contractor must perform its services as delineated in LAWA's RFP, which includes an annual financial audit of the books of accounts, financial records and transactions of LAWA, Los Angeles International Airport ("LAX") and Van Nuys Airport ("VNY", and together with LAX, the "Airports") for the following fiscal years: (1) July 1, 2020 – June 30, 2021; (2) July 1, 2021 – June 30, 2022; and (3) July 1, 2022 – June 30, 2023. In addition, if City exercises its option(s) to extend the term of this Contract under Section 4, fiscal years (a) July 1, 2023 – June 30, 2024, and (b) July 1, 2024 – June 30, 2025, as applicable, will be included in the scope of work. All requirements detailed in LAWA's RFP are made a part of this Contract. A copy of LAWA's RFP is attached to this Contract as Exhibit A and is incorporated herein by this reference.

1.2. The Contractor's external auditing services must be consistent with the Contractor's proposal entitled "Opportunity Rising –Proposal for External Auditor Services for Los Angeles World Airports" dated December 3, 2020 ("Contractor's Response"). All of the Contractor's proposals made in Contractor's Response are made a part of this Contract. A copy of Contractor's Response is attached to this Contract as Exhibit B, and is incorporated herein by this reference.

1.3. As determined by LAWA's Chief Financial Officer, if there is a conflict between LAWA's RFP and Contractor's Response, then LAWA's RFP will prevail.

1.4. The Contractor's services must be performed in accordance with auditing standards generally accepted in the United States and the standards applicable to financial audits contained in "Government Auditing Standards" issued by the Comptroller General of the United States. The Contractor warrants that its services and reports will conform to high professional standards.

1.5. As requested by LAWA staff, the Contractor agrees to meet and discuss any matters affecting LAWA's finances, including but not limited to any financial irregularities the Contractor discovers.

1.6. The Contractor will issue engagement letters annually outlining the scope and responsibilities specific to that year's audit.

Section 2. Deadlines.

2.1. For each audit specified in LAWA's RFP, the Contractor will provide its services according to a written schedule provided by LAWA's Chief Financial Officer or his or her authorized representative.

2.2. The Contractor must provide LAWA a list of documents needed and a timeline to receive the documents to perform its services according to LAWA's schedule.

2.3. The Contractor shall use its best efforts to complete the required tasks according to the written schedule provided to LAWA. The Contractor agrees that it will promptly provide written notification to LAWA if it cannot complete certain tasks according to such schedule.

2.4. If a single audit report is returned by any federal agency because it is incomplete, incorrect, or in any other way substandard according to the federal agency, then the Contractor must make the necessary corrections at no cost to the City.

Section 3. City's Services.

3.1. The City agrees to provide the Contractor, for its review and temporary use, all available books, accounts, records, reports, statistics and analyses for the Contractor's services.

The documents are available at Skyview Center, 6053 W. Century Blvd., Suite 501, Los Angeles, California, 90045, from 8:00 a.m. to 4:00 p.m. excluding Saturdays, Sundays and legal holidays.

3.2. If the Contractor identifies any error or omission in LAWA's documents the Contractor is obligated to notify LAWA and must not rely on the error or omission in rendering its services.

Section 4. Term of Contract. The term of this Contract is three (3) years starting from its Effective Date, detailed above, and ending three (3) years thereafter, unless terminated earlier as provided in this Contract (the "Term"). The CEO shall have the right to extend the term of this Contract for up to two (2) additional one-year periods by providing written notice to the Contractor at least six (6) months prior to the scheduled expiration date.

Section 5. Contract's Payment Authority. For all of the Contractor's services during the Term, all direct or indirect costs, and all expenses incurred by the Contractor pursuant to this Contract, the City may pay the Contractor an amount not to exceed, the following:

- (a) for three years, Eighty Hundred Eighty Thousand Four Hundred Seventy-One Dollars (\$880,471) of which Six Hundred Twenty Thousand Nine Hundred Sixty-Five Dollars (\$620,965) is for specific audit fees and the remaining contract amount of Two Hundred Fifty-Nine Thousand Five Hundred Six Dollars (\$259,506) is for Consulting Services (as defined in Section 6.3 below);
- (b) for four years (if the City exercises its option under Section 4 above to extend the term by one year), One Million One Hundred Eighty-Five Thousand Eight Hundred Ninety-Three Dollars (\$1,185,893) of which Eight Hundred Thirty-Nine Thousand Eight Hundred Eighty-Five Dollars (\$839,885) is for specific audit fees and the remaining contract amount of Three Hundred Forty-Six Thousand Eight Dollars (\$346,008) is for Consulting Services; and
- (c) for five years (if the City exercises its option under Section 4 above to extend the term by two years), One Million Five Hundred Thousand Dollars (\$1,500,000) of which One Million Sixty-Seven Thousand Four Hundred Ninety Dollars (\$1,067,490) is for specific audit fees and the remaining contract amount of Four Hundred Thirty-Two Thousand Five Hundred Ten Dollars (\$432,510) is for Consulting Services.

Section 6. Contractor's Fees.

6.1. The Contractor must submit to the City a request for payment on a monthly basis for services rendered and expenses incurred during that month. The Contractor must attach to each billing a status report specifying expenses incurred, services rendered, hours completed by personnel, the total monthly fees and expenses incurred, and the cumulative total of all fees and expenses.

6.2. The City will pay the Contractor on an hourly basis and for expenses incurred according to its fee schedule provided as part of Contractor's Response ("Contractor's Cost Proposal"). For ease of reference, a copy of Contractor's Cost Proposal is attached to this Contract as Exhibit C, and is incorporated herein by this reference.

6.3. Should the City require any additional as-needed consulting services, as described in Section 1.3 of LAWA's RFP (the "Consulting Services"), the Contractor's fees for said services will be based upon the hourly rates as quoted in Contractor's Cost Proposal. Before starting any Consulting Services, the Contractor must provide LAWA's Chief Financial Officer with an estimate of the Contractor's fees for the Consulting Services. Consulting Services may be rendered only after approval from LAWA's Chief Financial Officer.

6.4. All payment requests must be certified by a duly authorized and knowledgeable partner of the Contractor in a statement containing the following:

"I certify under penalty of perjury under the laws of the State of California that to the best of my knowledge and belief, the above bill/invoice is just, true and correct according to the terms of this Contract, and that payment therefore has not been received."

6.5. The Contractor should not submit any timesheets with invoices, unless requested by LAWA staff. The Contractor must maintain, in a form subject to audit, backup documentation to support all entries in its invoices. Such documentation should be readily available to the City and its duly authorized representative(s) upon request.

6.6. For services rendered to the satisfaction of LAWA's Chief Financial Officer or his representatives, the City will remit payment to the Contractor, at the address specified in this Contract. The City will make a good faith effort to pay invoices within 30 days of their receipt.

6.7. The City will not make payments for services not yet performed nor for services deemed unsatisfactory.

Section 7. Staffing and Personnel. The Contractor must assign the specific staff members and subcontractors ("Key Staff") it identified in Contractor's Response, to provide the technical support and expertise needed to fulfill the terms and conditions of this Contract. The Contractor must use its best efforts to assure the continuity of its Key Staff. Any change in Key Staff must be submitted in writing to LAWA's Chief Financial Officer for review and approval.

Section 8. Notices. Any notice or other communication required or permitted to be given, rendered or made by either party to the other, by any provision of this Contract or by any applicable law or requirement of public authority, shall (unless otherwise expressly set forth herein) be in writing and shall be deemed to have been properly given, rendered or made, if delivered by hand or received by certified mail, postage prepaid, return receipt requested, or

delivered by nationally recognized overnight courier service, delivery service prepaid, in any case addressed as follows:

If to the City:

Department of Airports
1 World Way
Post Office Box 92216
Los Angeles, California 90009-2216
Attention: Chief Executive Officer
with a copy to:

Department of Airports
1 World Way
Post Office Box 92216
Los Angeles, California 90009-2216
Attention: City Attorney

If to the Contractor:
Moss Adams LLP
Attn: Olga A. Darlington, Partner
10960 Wilshire Blvd., Suite 1100
Los Angeles, CA 90024

With a copy to:
999 Third Ave., Suite 2800
Seattle, WA 98104
Attn: General Counsel

The City or the Contractor may from time to time, by notice, designate a different or additional address within the United States or attention designation for communications intended for it. Any notice or other communication given by certified mail shall be deemed given as of the date of delivery as indicated on the return receipt, or when the delivery is first refused. Any notice or other communication delivered by a nationally recognized overnight courier service shall be deemed delivered on the business day following the day upon which the notice or other communication was delivered to the courier. Any notice or other communication may be given on behalf of the City or the Contractor by their respective attorneys, provided that the attorneys represent their capacity as such in the notice or other communication. The execution of any notice by LAWA's chief executive officer (the "CEO") shall be effective as to the Contractor as if it were executed by the Board, or by resolution or order of the Board, and the Contractor shall not question the authority of the CEO or his or her designee to execute such notice.

Section 9. Insurance.

9.1. The Contractor will obtain and keep in full force and effect during the Term, at its expense, policies of insurance of the types, with the coverages and insuring the risks specified in the insurance schedule attached to this Contract as Exhibit D. Based on its periodic review of the adequacy of insurance coverages, the City may from time to time, but not more than once each year, in the exercise of its reasonable judgment revise the types of insurance required to be maintained by the Contractor, the risks to be insured and the minimum policy limits, on 30 days' prior notice to the Contractor. All policies of insurance required to be maintained by the Contractor under this Section 9 (a) shall be primary and noncontributing with any other insurance benefiting the City where liability arises out of or results from the acts or omissions of the Contractor, its agents, employees, officers, assigns or any other person acting on behalf of the Contractor, and (b) may provide for reasonable deductibles or retention amounts satisfactory to the City based upon the nature of the Contractor's operations and the risks insured. Without limiting the generality of Section 9.1 or the remedies available to the City for any breach of this Contract under Section 12, if the Contractor does not furnish the City with evidence of insurance and maintain insurance in accordance with this Section 9, the City may, but shall not be obligated to, procure the insurance at the expense of the Contractor, in which event the Contractor will promptly reimburse the City for any amounts advanced by the City in procuring the insurance, together with a charge of 15% of the amounts so advanced for the City's administrative costs in so doing. The Contractor will provide proof of all insurance required to be maintained by this Section 9 by (a) production of certified copies of the actual insurance policies (with an exception of professional liability declaration pages), (b) use of the City's own endorsement forms, (c) broker's letter satisfactory to the City in substance and form in the case of foreign insurance syndicates, or by other written evidence of insurance satisfactory to the City. The documents evidencing all specified coverages shall be filed with the City in duplicate and shall be procured and approved in strict accordance with the provisions in Sections 11.47 through 11.56 of Administrative Code of the City of Los Angeles (the "Code") before the Contractor commences its services under this Contract. The documents evidencing the coverages shall contain the applicable policy number, the inclusive dates of policy coverages, and the insurance carrier's name, and shall bear an original signature of an authorized representative of the carrier. The City reserves the right to have submitted to it, upon request, all pertinent information about the agent and carrier providing any policy of insurance required by this Section 9.2. Policies of insurance issued by non-California admitted carriers are subject to the provisions of California Insurance Code Sections 1760 through 1780, and any other regulations and directives from the California Department of Insurance or other regulatory board or agency. Unless exempted, the Contractor will provide the City with proof of insurance from the non-California admitted carriers through a surplus lines broker licensed by the State of California. The Contractor will promptly furnish the City with (i) notice of cancellation or change in the terms of any policy of insurance required to be maintained by this Section 9, and (ii) evidence, and if requested, copies of any renewals, replacement or endorsements of or to the policies (and, in the case of renewals or replacements, at least 15 days before the expiration of the corresponding existing policy).

9.2. Carriers; Policy Provisions. All insurance policies referred to in Section 9 that are carried by the Contractor shall be maintained with insurance companies of recognized standing and with an A.M. Best rating of A-VII or better. Each insurance policy referred to in Section 9 shall also, whether under the express provisions of the policy, by the City's own endorsement form or by other endorsement attached to the policy, include the City, the Board and all of the City's officers, employees, and agents, as additional named insureds (blanket endorsement acceptable) for all purposes of the policy. Each insurance policy referred to in Section 9 (other than policies for workers' compensation, employers' liability and fire and extended coverages) shall contain (a) a "Severability of Interest (Cross Liability)" clause stating "It is agreed that the insurance afforded by this policy shall apply separately to each insured against whom claim is made or suit is brought except with respect to the limits of the company's liability", and (b) a "Contractual Endorsement" stating "Such insurance as is afforded by this policy shall also apply to liability assumed by the insured under its lease of property at Los Angeles International Airport with the City of Los Angeles." Each insurance policy referred to in Section 9 shall provide that the insurance provided under the policy shall not be subject to cancellation, reduction in coverage, or nonrenewal except after written notice, at least 30 days before the effective date, by certified mail, return receipt requested, to the City at its address specified in or under the provisions of Section 8.

Section 10. Indemnity.

10.1. The Contractor will indemnify the City against and hold the City harmless from all expenses (including reasonable attorneys' fees and disbursements), liabilities, losses, damages or fines incurred or suffered by the City by reason of (i) any breach or nonperformance by the Contractor, or its agents, employees, and contractors, of any covenant or provision of this Contract to be observed or performed on the part of the Contractor, and (ii) the carelessness, negligence or improper conduct of the Contractor, or its agents, employees, and contractors in, on or about the Airports. The City will promptly notify the Contractor of any claim asserted against the City for which the Contractor may be liable under this Section 10 and will promptly deliver to the Contractor the original or a true copy of any summons or other process, pleading, or notice issued in any suit or other proceeding to assert or enforce the claim. If the Contractor becomes aware of any claim asserted against the City for which the Contractor may be liable under this Section 10, and of which the Contractor has not yet been notified by the City under the provisions of the immediately preceding sentence, the Contractor will promptly notify the City of the claim. If any claim, action or proceeding is made or brought against the City for which claim, action or proceeding the Contractor would be liable under this Section 10, upon demand by the City, the Contractor, at its expense, will defend the claim, action or proceeding, in the City's name, if necessary, by such attorneys as the City shall approve, which approval shall not be unreasonably withheld. Attorneys for the Contractor's insurance carrier are deemed approved for purposes of this Section 10 (and if the Contractor's insurance carrier offers the Contractor more than one choice of counsel, the Contractor will select the counsel provided by the insurance carrier that is reasonably acceptable to the City). The Contractor shall, in any event, have the right, at the Contractor's expense, to participate in the defense of any action or other proceeding brought against the City and in negotiations for and settlement thereof if, under this Section 10,

the Contractor may be obligated to reimburse the City in connection therewith. For the purposes of this Section 10 and any other indemnity by the Contractor in this Contract, any indemnity of the City shall be deemed to include an indemnity of the Board and all of the City's officers, employees and agents. This section and the obligations herein shall survive the expiration or earlier termination of this Contract.

10.2. Nothing in this Section 10 shall require the Contractor to violate the AICPA Code of Professional Conduct "Independence Rule," including rule 1.228.020.01.

Section 11. Litigation. Each party shall give prompt notice to the other of any claim or suit instituted against it that may affect the other party.

Section 12. Default and Right of Termination.

12.1. If the Contractor shall fail to perform, keep or observe any of the terms, covenants or conditions herein contained on its part to be performed, kept or observed, the City may give written notice to correct such condition or cure such default. If such condition or default shall continue for five (5) days after service of such notice, the City may give notice of its election to terminate this Contract and five (5) days after service of such notice, this Contract shall cease and terminate. Such election to terminate by the City shall not be construed as a waiver of any claims it may have against the Contractor.

12.2. If, however, any default is of such nature that it cannot be physically remedied within five (5) days, and if the party in default shall, in the opinion of the CEO, have commenced the elimination of such default promptly after receipt of such notice and shall continuously and diligently proceed in good faith to eliminate such default, then the period for correction shall be extended for such length of time as is reasonably necessary to complete such correction.

12.3. Notwithstanding anything herein to the contrary, either party has the right to terminate this Contract, with or without cause, upon thirty (30) days advance written notice to the other party.

Section 13. Living Wage Requirements.

13.1. Living Wage Ordinance

13.1.1. **General Provisions: Living Wage Policy.** This Contract is subject to the Living Wage Ordinance ("LWO") (Section 10.37, et seq., of the Code, which is incorporated herein by this reference. A copy of Section 10.37 has been attached hereto for the convenience of the parties as Exhibit E. The LWO requires that, unless specific exemptions apply, any employees of service contractor's who render services that involve an expenditure in excess of twenty-five thousand dollar (\$25,000) and a contract term of at least three months are covered by the LWO if any of the following applies: (1) at least some of the services are rendered by employees whose work site is on property owned by

the City, (2) the services could feasibly be performed by City of Los Angeles employees if the awarding authority had the requisite financial and staffing resources, or (3) the designated administrative agency of the City of Los Angeles has determined in writing that coverage would further the proprietary interests of the City of Los Angeles. Employees covered by the LWO are required to be paid not less than a minimum initial wage rate, as adjusted each year. The LWO also requires that employees be provided with at least twelve (12) compensated days off per year for sick leave, vacation, or personal necessity at the employee's request, and at least ten (10) additional days per year of uncompensated time pursuant to Section 10.37.2(b). The LWO requires employers to inform employees making less than twelve dollars (\$12) per hour of their possible right to the federal Earned Income Tax Credit ("EITC") and to make available the forms required to secure advance EITC payments from the employer pursuant to Section 10.37.4. The Contractor shall permit access to work sites for authorized City representatives to review the operation, payroll, and related documents, and to provide certified copies of the relevant records upon request by the City. Whether or not subject to the LWO, the Contractor shall not retaliate against any employee claiming non-compliance with the provisions of the LWO, and, in addition, pursuant to Section 10.37.6(c), the Contractor agrees to comply with federal law prohibiting retaliation for union organizing.

13.1.2. **Living Wage Coverage Determination.** An initial determination has been made that this is a service contract under the LWO, and that it is not exempt from coverage by the LWO. Determinations as to whether this Contract is a service contract covered by the LWO, or whether an employer or employee are exempt from coverage under the LWO are not final, but are subject to review and revision as additional facts are examined and/or other interpretations of the law are considered. In some circumstances, applications for exemption must be reviewed periodically. City shall notify the Contractor in writing about any redetermination by the City of coverage or exemption status. To the extent the Contractor claims non-coverage or exemption from the provisions of the LWO, the burden shall be on the Contractor to prove such non-coverage or exemption.

13.1.3. **Compliance; Termination Provisions And Other Remedies: Living Wage Policy.** If the Contractor is not initially exempt from the LWO, the Contractor shall comply with all of the provisions of the LWO, including payment to employees at the minimum wage rates, effective on the Execution Date of this Contract. If the Contractor is initially exempt from the LWO, but later no longer qualifies for any exemption, the Contractor shall, at such time as the Contractor is no longer exempt, comply with the provisions of the LWO and execute any form as the LWO requires. Under the provisions of Section 10.37.6(c) of the Code, violation of the LWO shall constitute a material breach of this Contract and the City shall be entitled to terminate this Contract and otherwise pursue legal remedies that may be available, including those set forth in the LWO, if City determines that the Contractor violated the provisions of the LWO. The procedures and time periods provided in the LWO are in lieu of the procedures and time periods provided elsewhere in this Contract. Nothing in this

Contract shall be construed to extend the time periods or limit the remedies provided in the LWO.

13.1.4. **Subcontractor Compliance.** The Contractor agrees to include in every subcontract involving this Contract entered into between the Contractor and any subcontractor, a provision pursuant to which such subcontractor (A) agrees to comply with the Living Wage Ordinance with respect to this Contract; (B) agrees not to retaliate against any employee lawfully asserting noncompliance on the part of the subcontractor with the provisions of the Living Wage Ordinance; and (C) agrees and acknowledges that the City, as the intended third-party beneficiary of this provision may (i) enforce the Living Wage Ordinance directly against the subcontractor with respect to this Contract, and (ii) invoke, directly against the subcontractor with respect to this Contract, all the rights and remedies available to City under Section 10.37.5 of the Living Wage Ordinance, as same may be amended from time to time.

Section 14. Contractor Responsibility Program. The Contractor shall comply with the provisions of the Contractor Responsibility Program adopted by the Board. The executive directives setting forth the rules, regulations, requirements and penalties of the Contractor Responsibility Program and the Pledge of Compliance Form is attached hereto as Exhibit F and incorporated herein by reference.

Section 15. Nondiscrimination and Affirmative Action Program.

15.1. Federal Non-Discrimination Provisions

15.1.1. The Contractor assures that it will comply with pertinent statutes, Executive Orders, and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision obligates the Contractor or its transferee for the period during which Federal assistance is extended to the airport program, except where Federal assistance is to provide, or is in the form of personal property or real property or interest therein or structures or improvements thereon. In these cases, the provision obligates the party or any transferee for the longer of the following periods: (a) the period during which the property is used by the sponsor or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits; or (b) the period during which the airport sponsor or any transferee retains ownership or possession of the property. [USE GUIDE, paragraph 1]¹

15.1.2. Municipal Non-Discrimination Provisions.

¹ The paragraph references are to mandatory requirements contained in a document entitled, "LEASE AND USE AGREEMENT GUIDE," dated June 6, 1984, revised January 2004, published by the Federal Aviation Administration.

15.1.2.1. **Non-Discrimination In Use Of Airport.** There shall be no discrimination against or segregation of any person, or group of persons, on account of race, religion, national origin, ancestry, sex, sexual orientation, gender identity, gender expression, age, physical handicap, marital status, domestic partner status, or medical condition in the Contract, transfer, use, occupancy, tenure, or enjoyment of the Airports or any operations or activities conducted on the Airport. Nor shall the Contractor or any person claiming under or through Contractor establish or contract any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of contractors, subcontractors, or vendees of the Airports. Any assignment or transfer, which may be permitted under this Contract, shall also be subject to all non-discrimination clauses.

15.1.2.2. **Non-Discrimination In Employment.** During the term of this Contract, the Contractor agrees and obligates itself in the performance of this Contract not to discriminate against any employee or applicant for employment because of the employee's or applicant's race, religion, national origin, ancestry, sex, sexual orientation, gender identity, gender expression age, physical handicap, marital status, domestic partner status, or medical condition. The Contractor shall take affirmative action to insure that applicants for employment are treated, during the term of this Contract, without regard to the aforementioned factors and shall comply with the affirmative action requirements of the Code, Sections 10.8, et seq., or any successor ordinances or law concerned with discrimination.

15.1.2.3. **Equal Employment Practices.** If the total payments made under this Contract are \$1,000, (one thousand dollars) or more, this provision shall apply. During the performance of this Contract, the Contractor agrees to comply with Section 10.8.3 of the Code ("Equal Employment Practices"), which is incorporated herein by this reference. A copy of Section 10.8.3 has been attached to this Contract for the convenience of the parties as Exhibit G. By way of specification but not limitation, pursuant to Sections 10.8.3.E and 10.8.3.F of the Code, the failure of the Contractor to comply with the Equal Employment Practices provisions of this Contract may be deemed to be a material breach of this Contract. No such finding shall be made or penalties assessed except upon a full and fair hearing after notice and an opportunity to be heard has been given to the Contractor. Upon a finding duly made that the Contractor has failed to comply with the Equal Employment Practices provisions of this Contract, this Contract may be forthwith terminated, cancelled, or suspended.

15.1.2.4. **Affirmative Action Program.** If the total payments made under this Contract are \$100,000, (one hundred thousand dollars) or more,

this provision shall apply. During the performance of this Contract, the Contractor agrees to comply with Section 10.8.4 of the Code ("Affirmative Action Program"), which is incorporated herein by this reference. A copy of section 10.8.4 has been attached to this Contract for the convenience of the parties as Exhibit H. By way of specification but not limitation, pursuant to Sections 10.8.4.E and 10.8.4.F of the Code, the failure of the Contractor to comply with the Affirmative Action Program provisions of this Contract may be deemed to be a material breach of this Contract. No such finding shall be made or penalties assessed except upon a full and fair hearing after notice and an opportunity to be heard has been given to the Contractor. Upon a finding duly made that the Contractor has failed to comply with the Affirmative Action Program provisions of this Contract, this Contract may be forthwith terminated, cancelled, or suspended.

Section 16. Small Business Enterprise Program Participation.

16.1. Contractor hereby agrees and obligates itself to utilize the services of the Small Business Enterprise (SBE) firms designated in its Proposal on the level designated in its Proposal (specifically 18% Small Business Enterprise (SBE) Subcontractor level of participation for the required project designated Work).

16.2. Contractor hereby agrees and obligates itself to utilize the services of the Local Business Enterprise (LBE) firms designated in its Proposal on the level designated in its Proposal (specifically 18% Local Business Enterprise (LBE) Subcontractor level of participation for the required project designated Work).

16.3. [Intentionally Omitted]

16.4. Contractor hereby further agrees and obligates itself to strictly comply with all of the Rules and Regulations (Rules) of LAWA's Small Business Enterprise Program and LAWA's Local Business Enterprise Program (collectively "Programs").

16.5. Failure to comply with any and all of the Programs' requirements shall subject the Contractor to the "Penalties" set forth in the Programs' Rules.

16.6. Contractor shall submit, on a monthly basis, together with its invoice for payment, the monthly Subcontractor Utilization Report and/or data entry into a business enterprise monitoring system selected by LAWA listing the SBE/LBE Subcontractors utilized during the reporting period. Contractor shall cooperate with LAWA personnel in providing such information as shall be requested by LAWA in order to ensure compliance with the provisions of this section. LAWA will not process or pay Contractor's subsequent invoices if the monthly Subcontractor Utilization Report and/or data entry into a business enterprise monitoring system selected by LAWA are not timely submitted or if the Contractor fails to cooperate with LAWA

personnel by promptly providing any and all information related to SBE/LBE participation requested by LAWA.

16.7. Failure to comply with any of the terms of this Section (or the terms of this Contract) shall constitute a material breach of contract and may result in the Contractor being deemed "Non-Responsible." (Section 10.40 et seq. of the Los Angeles Administrative Code.)

Section 17. Business Tax Registration.

17.1. The Contractor represents that it has registered its business with the Office of Finance of the City and has obtained, and presently holds, from that Office a Business Tax Registration Certificate, or a Business Tax Exemption Number, required by the City's own Business Tax Ordinance (Article 1, Chapter 2, Sections 21.00 and following, of the City's Municipal Code).

17.2. The Contractor shall maintain, or obtain as necessary, all such certificates required of it under said ordinance and shall not allow any such certificate to be revoked or suspended during the Term.

Section 18. Child Support Orders. This Contract is subject to Section 10.10, Article I, Chapter 1, Division 10 of the Code related to Child Support Assignment Orders, which is incorporated herein by this reference. A copy of section 10.10 has been attached hereto for the convenience of the parties on Exhibit I. Pursuant to this section, the Contractor (and any subcontractor of the Contractor providing services to City under this Contract) shall (1) fully comply with all State and Federal employment reporting requirements for Contractor's or Contractor's subcontractor's employees applicable to Child Support Assignments Orders; (2) certify that the principal owner(s) of the Contractor and applicable subcontractors are in compliance with any Wage and Earnings Assignment Orders and Notices of Assignment applicable to them personally; (3) fully comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment in accordance with California Family Code Section 5230, et seq.; and (4) maintain such compliance throughout the term of this Contract. Pursuant to Section 10.10(b) of the Code, failure of the Contractor or an applicable subcontractor to comply with all applicable reporting requirements or to implement lawfully served Wage and Earnings Assignment Orders and Notices of Assignment or the failure of any principal owner(s) of the Contractor or applicable subcontractors to comply with any Wage and Earnings Assignment Orders and Notices of Assignment applicable to them personally shall constitute a default of this Contract subjecting this Contract to termination where such failure shall continue for more than ninety (90) days after notice of such failure to the Contractor by the City (in lieu of any time for cure provided elsewhere in this Contract).

Section 19. Independent Contractor. In furnishing the services provided for herein, the Contractor is acting as an independent contractor and is in no respect to be considered an officer, employee, agent or servant of the City.

Section 20. Hazardous Substances.

20.1. **Definition of "hazardous substances(s)."** For the purposes of this Contract, "hazardous substances" means:

20.1.1. Any substance the presence of which requires the investigation or remediation under any federal, state or local statute, regulation, rule, ordinance, order, action, policy or common law; or

20.1.2. Any substance which is or becomes defined as a hazardous waste, extremely hazardous waste, hazardous material, hazardous substance, hazardous chemical, toxic chemical, toxic substance, cancer causing substance, substance that causes reproductive harm, pollutant or contaminant under any federal, state or local statute, regulation, rule or ordinance or amendments thereto, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. Section 9601 et seq.) and/or the Resource Conservation and Recovery Act (42 U.S.C. Section 6901 et seq.); or

20.1.3. Any substance which is toxic, explosive, corrosive, flammable, infectious, radioactive, carcinogenic, mutagenic, or otherwise hazardous and is or becomes regulated by any governmental authority, agency, department, commission, council, board, or instrumentality of the United States, the State of California, the City of Los Angeles, or any political subdivision of any of them; or

20.1.4. Any substance the presence of which on at the Airports causes or threatens to cause a nuisance upon the Airport or to adjacent properties or poses or threatens to pose a hazard to the health or safety of persons on or about the Airports; or

20.1.5. Any substance the presence of which on adjacent properties could constitute a trespass by Contractor; or

20.1.6. Any substance, without limitation, which contains gasoline, aviation fuel, jet fuel, diesel fuel or other petroleum hydrocarbons, lubricating oils, solvents, polychlorinated biphenols (PCBs) asbestos, urea formaldehyde or radon gases.

20.2. **Environmental Indemnity.** Except for conditions existing prior to the original occupancy of the Airports by the Contractor or by the Contractor's predecessors in interest, the Contractor agrees to accept sole responsibility for full compliance with any and all applicable present and future rules, regulations, restrictions, ordinances, statutes, laws, and/or other orders of any governmental entity regarding the use, storage, handling, distribution, processing, and/or disposal of hazardous substances, regardless of whether the obligation for such compliance or responsibility is placed on the owner of the land, on the owner of any improvements on the Airport, on the user of the land, or on the user of the improvements. The Contractor agrees that any claims, damages, penalties, or fines asserted against or levied on the City and/or the

Contractor as a result of noncompliance with any of the provisions of this section shall be the sole responsibility of the Contractor and that Contractor shall indemnify and hold the City harmless from all such claims, damages, penalties, or fines. Further, the City may, at its option, pay such claims, damages, penalties, or fines resulting from Contractor's non-compliance with any of the terms of this section, and the Contractor shall indemnify and reimburse the City for any such payments.

20.3. In the case of any hazardous substance spill, leak, discharge, release or contamination by the Contractor or its employees, servants, agents, contractors, or subcontractors on the Airports or as may be discharged or released in, on or under adjacent property which affects other property of the City or its tenants, the Contractor agrees to make or cause to be made any necessary corrective actions to clean up and remove any such spill, leakage, discharge, release or contamination. If the Contractor fails to repair, clean up, properly dispose of, or take any other corrective actions as required herein, the City may (but shall not be required to) take all steps it deems necessary to properly repair, clean up, or otherwise correct the conditions resulting from the spill, leak, discharge, release or contamination. Any such repair, cleanup, or corrective actions taken by the City shall be at the Contractor's sole cost and expense and the Contractor shall indemnify and pay for and/or reimburse the City for any and all costs (including any administrative costs) the City incurs as a result of any repair, cleanup, or corrective action it takes.

20.4. If the Contractor installs or uses already installed underground storage tanks, above-ground storage tanks, pipelines, or other improvements at the Airports for the storage, distribution, use, treatment, or disposal of any hazardous substances, the Contractor agrees, upon the expiration and/or termination of this Contract, to remove and/or clean up, at the sole option of the CEO, the above-referred-to improvements. Said removal and/or cleanup shall be at the Contractor's sole cost and expense and shall be undertaken and completed in full compliance with all federal, state, and local laws and regulations, as well as with the reasonable directions of the CEO.

20.5. **Contractor's Provision to City of Environmental Documents.** The Contractor shall promptly supply City with complete and legible copies of all notices, reports, correspondence, and other documents sent by the Contractor to or received by the Contractor from any governmental entity regarding any hazardous substance. Such written materials include, without limitation, all documents relating to any threatened or actual hazardous substance spill, leak, or discharge, or to any investigations into or clean up or any actual or threatened hazardous substance spill, leak, or discharge including all test results.

20.6. **Survival of Obligations.** This section and the obligations herein shall survive the expiration or earlier termination of this Contract.

Section 21. Compliance With Applicable Laws. The Contractor shall, at all times in the performance of its obligations pursuant to this Contract, comply with all applicable local, Department of Airports, State and Federal, laws, statutes, ordinances, rules, and regulations.

Section 22. Abandonment of Project and Cancellation of Contract; Suspension of Services.

22.1. If, at any time, the CEO for any reason, with or without cause, decides to terminate the project, or any part thereof, or the Contractor's services, or any part thereof, the CEO may: (1) require the Contractor to terminate the performance of all, or a portion, of its services; and/or (2) terminate this Contract or any part thereof, upon giving the Contractor thirty (30) days' written notice prior to the effective date of such termination which date shall be specified in such notice.

22.2. In the event this Contract, or any portion thereof, and/or the Contractor's services, or any portion thereof, is terminated by the CEO, the City shall compensate the Contractor for services satisfactorily performed and completed prior to the effective date of such termination, less payment previously made by City for said services. The City shall not be liable for the cost of work performed or expenses incurred subsequent to the date specified by the City in the thirty (30) day written notice to terminate, and in no event shall such payments exceed the amount specified in Section 6 hereof, to be paid by the City to the Contractor, without the prior approval of the Board, unless this Contract is first amended in writing. Such payments shall be made by the City within a reasonable time following receipt of the Contractor's invoice(s) therefor.

22.3. The CEO may, at any time, upon written order to the Contractor, require the Contractor to stop all, or any part, of the services called for by this Contract for a period of thirty (30) days. Said thirty (30) day period shall commence the day the written order is delivered to the Contractor, and for any further period to which the parties may agree. Any such order shall be specifically identified as a "Stop Work Order" issued pursuant to this clause. Upon receipt of a Stop Work Order, the Contractor shall forthwith comply with its terms. Within a period of thirty (30) days after a Stop Work Order is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the City shall either:

22.3.1. Cancel the Stop Work Order; or

22.3.2. Terminate the services.

22.2. If a Stop Work Order issued under this section is cancelled or expires, or the period of any extension thereof is cancelled or expires, the Contractor must resume work.

22.3. An equitable adjustment will thereafter be made in the Contractor's time of performance if the Stop Work Order results in an increase in the time required for the performance of services pursuant to this Contract.

22.4. If a Stop Work Order is not cancelled, and the services covered by such order are terminated for the convenience of the City, the reasonable costs resulting from said Stop Work Order may be allowed.

22.5. It is understood and agreed that should the CEO decide that any portion of project and/or the Contractor's services shall be suspended, or terminated, this Contract shall continue to apply to that portion or those portions not suspended or terminated, and that such suspension or termination of a portion of project or services shall in no way make void or invalid this Contract.

Section 23. Assignment or Transfer Prohibited.

23.1. The Contractor shall not, in any manner, directly or indirectly, by operation of law or otherwise, hypothecate, assign, transfer, or encumber this Contract, or any portion thereof or any interest therein, in whole or in part, without the prior, written consent of the Board. Any assignment permitted shall require that any and all subcontractors shall comply with all administrative and insurance requirements of this Contract. Administrative requirements include, but are not limited to, Affirmative Action, Living Wage, Contractor Responsibility, Equal Employment, Child Support, Business Tax Registration, and all other administrative requirements. The parties understand and agree that in situations whereby a partial assignment of the Contract is made to a subcontractor, the Contractor's insurance may cover such subcontractor's services under this Contract.

23.2. For purposes of this Contract, the terms "transfer" and "assign" shall include, but not be limited to, the following: (i) if the Contractor is a joint venture, a limited liability company, or a partnership, the transfer of fifty percent (50%) or more of the interest or membership in the joint venture, the limited liability company, or the partnership; (ii) if the Contractor is a corporation, any cumulative or aggregate sale, transfer, assignment, or hypothecation of fifty percent (50%) or more of the voting shares of Contractor; (iii) the dissolution by any means of the Contractor; and, (iv) a change in business or corporate structure. Any such transfer, assignment, mortgaging, pledging, or encumbering of the Contractor without the written consent of the Board is a violation of this Contract and shall be voidable at LAWA's option and shall confer no right, title, or interest in or to this Contract upon the assignee, mortgagee, pledgee, encumbrancer, or other lien holder, successor, or purchaser.

23.3. When proper consent has been given by the Board, the provisions of this Contract shall be binding upon, and shall inure to the benefit of, the heir(s), successor(s), executor(s), administrator(s) and assign(s) of the parties hereto.

Section 24. Airfield Security.

24.1. The Contractor shall be responsible for fully complying with any and all applicable present and/or future rules, regulations, restrictions, ordinances, statutes, laws, and/or orders of any federal, state, and/or local governmental entity regarding airport and airfield security.

24.2. All penalties levied by the Federal Aviation Administration for violation of Federal Aviation Regulations by the Contractor shall be the sole responsibility of the Contractor.

Contractor agrees to indemnify the City for any federal civil penalties amounts the City must pay due to any security violation arising from the Contractor's operations or the breach of any obligation imposed by this Section.

24.3. The Contractor may be required to perform work in areas which are "secure" from access from the general public. In such cases, where the Contractor is required to work in a "secure location", it will be the responsibility of the Contractor to complete a detailed background investigation and to obtain all necessary identification for all employees who work at that location.

Section 25. Equal Benefits Ordinance.

25.1. Unless otherwise exempt in accordance with the provisions of the Equal Benefits Ordinance ("EBO"), the Contractor certifies and represents that the Contractor will comply with the applicable provisions of EBO Section 10.8.2.1 of the Code, as amended from time to time. The Contractor shall not, in any of its operations within the City of Los Angeles or in other locations owned by the City of Los Angeles, including the Airports, discriminate in the provision of Non-ERISA Benefits (as defined below) between employees with domestic partners and employees with spouses, and/or between the domestic partners and spouses of such employees, where the domestic partnership has been registered with a governmental entity pursuant to state or local law authorizing such registration. As used above, the term "Non-ERISA Benefits" shall mean any and all benefits payable through benefit arrangements generally available to the Contractor's employees which are neither "employee welfare benefit plans" nor "employee pension plans", as those terms are defined in Sections 3(1) and 3(2) of ERISA. Non-ERISA Benefits shall include, but not be limited to, all benefits offered currently or in the future, by the Contractor to its employees, the spouses of its employees or the domestic partners of its employees, that are not defined as "employee welfare benefit plans" or "employee pension benefit plans", and, which include any bereavement leave, family and medical leave, and travel discounts provided by the Contractor to its employees, their spouses and the domestic partners of employees.

25.2. The Contractor agrees to post the following statement in conspicuous places at its place of business available to employees and applicants for employment:

"During the term of a Contract with the City of Los Angeles, the Contractor will provide equal benefits to employees with spouses and its employees with domestic partners. Additional information about the City of Los Angeles' Equal Benefits Ordinance may be obtained from the Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance at (213) 847-6480."

25.3. The failure of the Contractor to comply with the EBO will be deemed to be a material breach of the Contract by the City. If the Contractor fails to comply with the EBO, the City may cancel or terminate the Contract, in whole or in part, and all monies due or to become

due under the Contract may be retained by the City. The City may also pursue any and all other remedies at law or in equity for any breach. Failure to comply with the EBO may be used as evidence against the Contractor in actions taken pursuant to the provisions of Code Section 10.40, et seq., Contractor Responsibility Ordinance. If the City determines that the Contractor has set up or used its contracting entity for the purpose of evading the intent of the EBO, the City may terminate the Contract.

Section 26. First Source Hiring Program For Airport Employers (For Work Performed at LAX Only). The Contractor shall comply with the provisions of the First Source Hiring Program adopted by the Board. The rules, regulations, requirements, and penalties of the First Source Hiring Program are attached as Exhibit J and made a material term of this Contract. The Contractor shall be an "Airport Employer" under the First Source Hiring Program.

Section 27. Compliance with Los Angeles City Charter Section 470(c)(12). The Contractor, subcontractors, and their principals are obligated to fully comply with City of Los Angeles Charter Section 470(c)(12) and related ordinances, regarding limitations on campaign contributions and fundraising for certain elected City officials or candidates for elected City office if the contract is valued at \$100,000 or more and requires approval of a City elected official. Additionally, a Contractor is required to provide and update certain information to the City as specified by law. Any contractor subject to Charter Section 470(c)(12), shall include the following notice in any contract with a subcontractor expected to receive at least \$100,000 for performance under this contract:

Notice Regarding Los Angeles Campaign Contribution and Fundraising Restrictions

As provided in Charter Section 470(c)(12) and related ordinances, you are subcontractor on City of Los Angeles contract #_____. Pursuant to City Charter Section 470(c)(12), subcontractor and its principals are prohibited from making campaign contributions and fundraising for certain elected City officials or candidates for elected City office for 12 months after the City contract is signed. Subcontractor is required to provide to contractor names and addresses of the subcontractor's principals and contact information and shall update that information if it changes during the 12 month time period. Subcontractor's information included must be provided to contractor within 5 business days. Failure to comply may result in termination of contract or any other available legal remedies includes fines. Information about the restrictions may be found at the City Ethics Commission's website at <http://ethics.lacity.org/> or by calling 213/978-1960.

The Contractor, subcontractors, and their principals shall comply with these requirements and limitations. Violation of this provision shall entitle the City to terminate this Contract and pursue any and all legal remedies that may be available.

Section 28. Municipal Lobbying Ordinance. The Contractor shall comply with the provisions of the City of Los Angeles Municipal Lobbying Ordinance, Municipal Code Section

48.01 et seq., as amended.

Section 29. Alternative Fuel Vehicle Requirement Program. The Contractor shall comply with the provisions of the alternative fuel vehicle requirement program (the "Alternative Fuel Vehicle Requirement Program"). The rules, regulations and requirements of the Alternative Fuel Vehicle Requirement Program are attached as Exhibit K, and made a material term of this Contract. The Contractor shall complete and submit to the City the vehicle information required on the reporting form accessible online at <https://sbo.lawa.org/altfuel> on a semi-annual basis. The reporting form may be amended from time to time by the City.

Section 30. Miscellaneous Provisions.

30.1. **Fair Meaning.** The language of this Contract shall be construed according to its fair meaning, and not strictly for or against either the City or the Contractor.

30.2. **Section Headings.** The section headings appearing herein are for the convenience of City and Contractor, and shall not be deemed to govern, limit, modify, or in any manner affect the scope, meaning, or intent of the provisions of this Contract.

30.3. **Void Provisions.** If any provision of this Contract is determined to be void by any court of competent jurisdiction, then such determination shall not affect any other provision of this Contract, and all such other provisions shall remain in full force and effect.

30.4. **Two Constructions.** It is the intention of the parties hereto that if any provision of this Contract is capable of two constructions, one of which would render the provision void and the other of which would render the provision valid, then the provision shall have the meaning which renders it valid.

30.5. **Laws of California.** This Contract shall be construed and enforced in accordance with the laws of the State of California and venue shall lie at LAX.

30.6. **City's Consent.** In each instance herein where the City's, the Board's or the CEO's approval or consent is required before the Contractor may act, such approval or consent shall not be unreasonably withheld, unless otherwise provided.

30.7. **Gender.** The use of any gender herein shall include all genders, and the use of any number shall be construed as the singular or the plural, all as the context may require.

30.8. **Time.** Time shall be of the essence in complying with the terms, conditions, and provisions of this Contract.

30.9. **Integration Clause.** It is understood that no alteration or variation of the terms of this Contract shall be valid unless made in writing and signed by the parties hereto, and that

no oral understanding or agreement, not incorporated herein in writing, shall be binding on any of the parties hereto.

30.10. **Force Majeure.** Except as otherwise provided in this Contract, whenever a day is established in this Contract on which, or a period of time, including a reasonable period of time, is designated within which, either party hereto is required to do or complete any act, matter or thing, the time for the doing or completion thereof shall be extended by a period of time equal to the number of days on or during which such party is prevented from, or is unreasonably interfered with, the doing or completion of such act, matter or thing because of strikes, lockouts, embargoes, unavailability of services, labor or materials, disruption of service or brownouts from utilities not due to action or inaction of the City, wars, insurrections, rebellions, civil disorder, declaration of national emergencies, acts of terrorism, acts of God, or other causes beyond such party's reasonable control.

30.11. **Approvals.** Any approvals required by the City under this Contract shall be approvals of the Department.

30.12. **Ordinance and Code Language Governs.** Ordinance and Code exhibits are provided as a convenience to the parties only. In the event of a discrepancy between the exhibits and the applicable ordinance and/or Code language, or amendments thereto, the language of the ordinance and/or code shall govern.

30.13. **Amendments to Ordinances and Codes.** The obligation to comply with any Ordinances and Codes which have been incorporated into this Contract by reference, shall extend to any amendments which may be made to those ordinances and Codes during the term of this Contract.

30.14. **Days.** Unless otherwise specified, "days" shall mean calendar days.

30.15. **Deprivation of Contractor's Rights.** The City shall not be liable to the Contractor for any diminution or deprivation of the Contractor's rights under this Contract which may result from the Contractor's obligation to comply with any and all applicable laws, rules, regulations, restrictions, ordinances, statutes, and/or orders of any federal, state and/or local government authority and/or court hereunder on account of the exercise of any such authority as is provided in this section, nor shall the Contractor be entitled to terminate the whole or any portion of the Contract by reason thereof.

30.16. **Waiver.** The waiver by either party of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of any other term, covenant or condition, or of any subsequent breach of the same term, covenant or condition.

30.17. **Successors and Assigns.** The covenants, conditions and agreements contained in this Contract shall bind and inure to the benefit of the City and the Contractor and their respective successors, and, except as otherwise provided in this Contract, their assigns.

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

30.19. **Entire Agreement.** This Contract contains the entire agreement between the parties hereto and supersedes any and all prior written or oral agreements between them concerning the subject matter contained herein. There are no representations, agreements or understandings, oral or written, between and among the parties relating to the subject matter contained in this Contract which are not fully set forth herein. This is an integrated contract.

[signature page follows]

IN WITNESS WHEREOF, the City has caused this Contract to be executed by the CEO, and the Contractor has caused the same to be executed by its duly authorized partner, all as of the day and year first hereinabove written.

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

CITY OF LOS ANGELES

Date: _____

By _____

By: Tamami Yamaguchi
Deputy/Assistant City Attorney

Chief Executive Officer
Department of Airports

By _____

Tatiana Starostina
Chief Financial Officer

ATTEST:

MOSS ADAMS LLP

By _____
Secretary (Signature)

By 
Signature

Print Name

Olga Darlington

Print Name

Partner

Print Title