

**NON-EXCLUSIVE LICENSE AGREEMENT BETWEEN  
THE CITY OF LOS ANGELES AND**

**COVERING PASSENGER STAGE CORPORATION  
SCHEDULED SERVICE TRANSPORTATION SERVICES  
TO AND FROM  
LOS ANGELES INTERNATIONAL AIRPORT**

THIS NON-EXCLUSIVE LICENSE AGREEMENT (“**License**”), made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2023, by and between the CITY OF LOS ANGELES, a municipal corporation, acting by order of and through its Board of Airport Commissioners (“**Board**”), also known as Los Angeles World Airports or LAWA (“**City**”) and \_\_\_\_\_ (“**Licensee**”),

**RECITALS**

WHEREAS, City owns and operates Los Angeles International Airport (“**Airport**”) in the City of Los Angeles, State of California;

WHEREAS, Licensee is a Passenger Stage Corporation (“**PSC**”) and the holder of an active permit (“**PSC Permit**”) issued by the California Public Utilities Commission (“**CPUC**”);

WHEREAS, Licensee has an approved tariff of route and scheduled service by the CPUC for services to transport passengers or customers to and from Airport and specified stop points;

WHEREAS, Licensee desires to operate the PSC service at Airport and to enter into this License with City in order to conduct such operations; and

WHEREAS, it is in the best interests of City and the traveling public to make such services available.

NOW, THEREFORE, in consideration of the use of the premises and of the covenants and conditions hereinafter contained to be kept and performed by the parties hereto, IT IS MUTUALLY AGREED AS FOLLOWS:

**LICENSE**

**ARTICLE 1. SPECIFIC TERMS AND PROVISIONS**

**Section 1. Term of License.** The term of this License shall commence on February 1, 2023, and terminate five (5) years from the date of commencement of this License (the “**Term**”), subject, however, to earlier termination, with or without cause, by the Chief Executive Officer of Los Angeles World Airports (“LAWA”) upon thirty (30) days prior written notice to Licensee, further subject to prior termination or suspension as provided herein.

**Section 2. Fees.**

2.1 Circuit Fees. Except as hereinafter provided, Licensee shall pay to City the following circuit fees (“**Circuit Fees**”) for the license rights granted herein for services rendered at Airport:

2.1.1 Licensee shall pay the following Circuit Fees according to its category as follows:

2.1.1.1 Class 1 Vehicles: Vehicles that are Class 1 vehicles, those seating twenty-five (25) passengers or less, shall be subject to the current per Circuit (defined below) Fee for Class 1 Vehicles at such time and in such manner as provided by resolution of the Board.

2.1.1.2 Class 2 Vehicles: Vehicles that are Class 2 vehicles, those seating more than twenty-five (25) passengers, shall be subject to the current per Circuit Fee for Class 2 Vehicles at such time and in such manner as provided by resolution of the Board.

2.1.2 City reserves the right to adjust the seating definition of each Class of Vehicles.

2.1.3 “Circuit” Defined. “**Circuit**” shall, subject to exceptions hereinafter stated, be defined as one complete or partial loop around the central terminal area of Airport by a vehicle of Licensee, with or without passengers. An upper-level passenger drop off circuit shall not be considered in calculating the Circuit Fees.

2.1.4 City reserves the right to adjust the Circuit Fees up to two times per year.

2.2 Other Fees. In addition to the Circuit Fees set forth above, Licensee shall pay the following fees:

2.2.1 Administrative Fee. Licensee shall pay the current annual administrative fee (“**Administrative Fee**”) at such time and in such manner as provided by resolution of the Board. This Administrative Fee is due whether or not any business activity occurs.

2.2.2 Faithful Performance Guarantee.

2.2.2.1 Licensee shall furnish to City and maintain throughout the term of this License a security deposit also known as a Faithful Performance Guarantee, Performance Guarantee or Guarantee to secure the faithful performance by Licensee of all the terms, provisions, and covenants contained herein including, but not limited to, the payment of fees, damages, or other charges incurred pursuant to this License. Such Guarantee shall be separate from any other Guarantee(s) required by City. The initial amount of said Guarantee shall be in the amount of One Thousand Dollars (\$1000) or three (3) times the highest monthly payment prescribed herein, whichever is greater, as determined by the Chief Executive Officer. The Faithful Performance Guarantee requirements for this License may be modified at any time by the Board, with thirty (30) days prior written notice.

2.2.2.2 If Licensee has previously provided such Guarantee to City and if, for any reason, Licensee’s monthly obligation to City increased in excess of ten percent (10%), and if three times the monthly obligation is greater than \$1000, then, in the Chief Executive

Officer's sole discretion, the amount of Licensee's Guarantee may, within thirty (30) days after receiving written notice from City, correspondingly be increased to a sum three (3) times the new amount.

2.2.2.3 Performance Guarantees of Ten Thousand Dollars (\$10,000) or less shall be in the form of a Cashier's Check, Company Check, Money Order, Certificate of Deposit or Irrevocable Letter of Credit. Performance Guarantees in excess of Ten Thousand Dollars (\$10,000) shall be in the form of an Irrevocable Letter of Credit. Letters of Credit shall be self-renewing from year-to-year and subject to termination upon sixty (60) days written notice. All Performance Guarantees must be approved as to form by the City Attorney.

2.2.2.4 Licensee shall furnish such Guarantee in duplicate prior to License commencement or within thirty (30) days following notice of adjustment of the Performance Guarantee. If, for any reason, said Guarantee is not provided by Licensee and/or is not thereafter maintained in sufficient amount throughout the term hereof, City, may terminate this License at any time. Upon the expiration or earlier termination of this License, and if Licensee has satisfied all of its obligations to City hereunder, City shall relinquish to Licensee said Guarantee following such expiration or earlier termination and satisfaction of all obligations to City. The Guarantee shall be submitted to:

Revenue Accounting  
Department of Airports  
P.O. Box 92214  
Los Angeles, CA 90009

2.3 Payments. All Circuit Fees and other fees payable hereunder shall be paid to the City of Los Angeles, Department of Airports, 1 World Way, P.O. Box 92216, Los Angeles, California 90009-2216, unless and until City designates some other party or place to receive Circuit Fees and other fees. All payments shall be made in legal tender of the United States.

### **Section 3. License Rights.**

3.1 City gives Licensee, during the Term and on a non-exclusive basis, the right to transport passengers and baggage by approved motor vehicles into and out of Airport.

3.2 Licensee shall use Airport only in connection with its transport business of operating passenger stage vehicle services between Airport and such point(s) as the CPUC shall duly and regularly designate through the issuance of Certificates of Convenience and Necessity or other approvals.

3.3 Licensee shall file and maintain with the Airport a copy of its current and active CPUC certificate with approved schedules and route maps. Said schedules, route maps and areas of service shall be incorporated as part of this License Agreement and strict adherence to any scheduled departure/arrival times, routes and areas of service shall be required.

3.3.1 All proposed schedule or destination changes shall be submitted to the Airport in writing, at least fifteen (15) days prior to filing for such changes with the CPUC. The

Chief Executive Officer reserves the right to approve, reject or require modification to any such changes.

3.4 This License does not include the following rights or privilege: (1) The right to operate as a Transportation Charter Party Carrier or as a Transportation Network Company as defined by the CPUC, or (2) The right to operate in the manner of a Charter Party Carrier, or a Transportation Network Company.

3.5 Right of Ingress and Egress. City hereby grants right of ingress to and egress from Airport to Licensee, its employees, passengers, guests, invitees, suppliers of materials and furnishers of service, without charge, subject to the provisions herein and City's operating rules and regulations. This License does not give the right of ingress to and egress from Airport's airfield operations area.

3.6 Vehicle Loading/Drop-Off Zones. Drivers shall not stop their passenger stage vehicles and load or unload/drop off passengers on the Lower Level Roadway, Upper Level Roadway, or at any vehicle loading zone on Airport other than as designated for their Operator Type, or as otherwise directed by the Chief Executive Officer.

3.7 No Rental Car Company Service. Passenger stage vehicles, are prohibited from loading Rental Car Company customers at the Airport unless specifically operating a rental car company, authorized in writing by the Chief Executive Officer.

3.8 No Package Service or Weapons. This License does not include the right or privilege to operate a package or luggage express service at the Airport by either picking up or delivering packages or luggage at the CTA or other unauthorized Airport locations, or to operate any vehicle on Airport property with a driver or agent carrying a firearm or any other prohibited weapon or item as proscribed by any federal, State or local laws, rules or regulations, on the person or within said vehicle.

3.9 Closure/Alteration of Facilities and/or Roads. It may be necessary for City to close, improve or alter certain facilities and/or roads from time to time to accommodate air commerce and the needs of the traveling public and other commercial users. Such actions by City shall not expose City to any liability to Licensee, nor shall City's actions vest a legal cause of action in Licensee. City reserves the right to pursue the planning, financing, and construction of new facilities of any nature as City may determine to accommodate City's business needs, and City may take any action that City deems desirable in connection therewith. City may, at its sole discretion, modify the shuttle pick up and drop off areas at any time for any reason should the circumstances reasonably warrant such modification.

#### **Section 4. Authorized Vehicle Requirements.**

4.1 Licensee shall report to the Chief Executive Officer, on forms provided for that purpose, the manufacturer, model year, vehicle type, vehicle identification number (or "VIN"), license plate number, company identification number, passenger capacity and proof of commercial registration for each of Licensee's vehicles used in its operation at Airport. Registrations must include the name of the carrier licensed to operate at the airport. The name of the carrier licensed may be a registered fictitious business name (also known as doing business as, or DBA).

4.2 Vehicle Requirements. All of Licensee's vehicles shall:

4.2.1 possess identical color schemes and markings, so as to be readily identifiable as operated on behalf of Licensee;

4.2.2 display the name of Licensee, or DBA on each side of the vehicle, in a type style and size so as to be readily identifiable; and

4.2.3 display Licensee's company fleet identification number on the rear and each side of the vehicle.

4.3 Licensee shall file with City a description (either photographic or otherwise) adequate to identify the color scheme and markings common to Licensee's vehicles and distinguish them visually from vehicles used by another operator. Licensee shall file and obtain approval from City of any change in logo or color scheme prior to operating vehicles at Airport.

4.4 Decals and AVI Transponders. Upon receipt of the requisite information and performance of all other conditions precedent contained in this License, the Chief Executive Officer may issue identification stickers or decals (“**Permit**” or “**Permits**”) and automatic vehicle identification transponders (“**AVI Transponder**” or “**AVI Transponders**”) which shall be permanently affixed as instructed to each authorized vehicle. The Permit and AVI Transponder shall not be transferable or assignable, but both shall be returned to City if a vehicle is removed from service. City may require a security deposit for AVI Transponders. It shall be illegal to operate and/or board passengers at the Airport without a valid and current Permit and a properly functioning AVI Transponder affixed to the authorized vehicle.

4.5 Ground Transportation Rules and Regulations Governing Authorized Vehicles.

4.5.1 During the term of this License, Licensee agrees to comply with any and all Rules and Regulations governing the Airport, including but not limited to the City of Los Angeles, Department of Airports Ground Transportation Rules and Regulations at Los Angeles International Airport, as may be amended from time to time (the “**Ground Transportation Rules and Regulations**”) which is incorporated herein by this reference. The Ground Transportation Rules and Regulations govern Licensee's operations at Airport. Licensee ensures that Licensee's officers, employees, agents, drivers and vehicles also comply with the Ground Transportation Rules and Regulations. To the extent the Ground Transportation Rules and Regulations conflict with Section 4.5.2, the Ground Transportation Rules and Regulations shall govern.

4.5.2 Violations. Violations by Licensee, its officers, employees, agents, drivers or vehicles of Ground Transportation Rules and Regulations are subject to the imposition by City of any or all of the following: oral or written warnings, suspensions of Licensee's right to operate on Airport property, and/or termination of this License and all of Licensee's rights to operate to and from Airport. Procedural matters with respect to any such violation is outlined in the Ground Transportation Rules and Regulations.

**Section 5. Driver Training.**

5.1. Licensee shall ensure its Drivers are fully informed, trained, and comply with the

provisions of this License and the Airport Rules and Regulations prior to any initial service in the City. Licensee shall make its Airport training available for review upon request by the Chief Executive Officer. Additionally, prior to engaging in operations under this License Licensee shall attend orientation training at an Airport location determined by the Chief Executive Officer or his or her designee, and shall convey the substance of the training to each of their Drivers before each such driver operates in the Airport.

5.2. Notice to Drivers. Licensee shall promptly notify Drivers of any and all current and revised License conditions and/or Airport Rules and Regulations and shall promptly notify the City, in writing, that it has done so. Further, each time an individual Driver fails to comply with the conditions of this License, whether such failure is discovered by Licensee or brought to Licensee's attention by the City, Licensee shall promptly notice Driver, direct Driver to immediately come into compliance, and Licensee shall promptly notify the City, in writing, that it has done so.

## **Section 6. Records.**

6.1. Monthly Reports. Licensee shall submit monthly reports to City's Ground Transportation Services Division on or before the tenth (10<sup>th</sup>) day of each month of the Term to account for all Circuits operated and passengers carried both into and out of Airport during the prior calendar month. Licensee understands that said report forms may from time to time be modified by City and hereby agrees to use the latest report forms made available for reporting its Circuits and passengers. Reports shall be submitted in the form and manner prescribed by the Airport.

6.1.1. Non-performance Liquidated Damages. Should Licensee fail to submit Monthly Reports on or before the tenth (10<sup>th</sup>) day each month of the Term, then Liquidated Damages of fifty dollars (\$50) per day shall apply, after the last date due that the Monthly Report is not received, and shall be drawn from Licensees Faithful Performance Guarantee, of which Licensee is still required to maintain at the requisite level. The City and Licensee agree that such damages are, and will continue to be, impracticable and/or extremely difficult to compute with certainty. The City and Licensee, agree the Non-Performance Fees, referenced herein are not a penalty, but rather a reasonable measure of damages based upon the experience of the Parties, and constitute Liquidated Damages. Such amount shall not exceed the maximum amount allowed by law.

## 6.2. Records Retention, Right to Inspect.

6.2.1. Licensee shall keep and maintain a daily record of all trips and the passenger counts from each trip both to and from Airport with supporting verifiable documents showing the driver's name, actual arrival and departure trip times and registration number of vehicle.

6.2.2. City, or its duly authorized representatives, shall, at all reasonable times, have the right of access to and the right to examine and audit all records of Licensee pertaining to their operations under this License (the "**Audit**"). Licensee hereby authorizes its officers, agents, and employees to disclose to City any and all information pertaining to its operations under the license rights herein granted, including all books, ledgers, journals and other records and things

done or performed by Licensee in connection therewith during the Term. Such books and records must be maintained and kept in a location within Los Angeles, Orange, Ventura or San Bernardino County by Licensee. Licensee may elect to maintain the required records at a location outside said counties; however, in doing so, Licensee accepts responsibility for reimbursing City for all travel and incidental expenses incurred in connection with each Audit.

6.2.3. It is agreed that examinations of the books, ledgers, journals and accounts of Licensee will be conducted in accordance with generally accepted auditing standards according to the American Institute of Certified Public Accountants, applicable in such circumstances, and that such, said examinations do not require a detailed audit of all transactions. Testing and sampling methods may be used by City to verify reports submitted by Licensee. Deficiencies ascertained by the use of such testing and sampling methods, by applying the percentage of error obtained from such testing and sampling to the entire period of reporting under examination will be binding upon Licensee and to that end shall be admissible in court to prove any amounts due City from Licensee. In the event there is any net deficiency in the amount of two percent (2%) or greater of the compensation payable to City hereunder, Licensee agrees to pay City for the cost of the Audit as well as any other deficiencies, payments and liquidated damages due under this or any other provision of this License.

**Section 7. Notice.**

7.1. Notice to City. Written notices to City hereunder, shall be sent to the Chief Executive Officer of LAWA with a copy to the City Attorney of the City of Los Angeles, must be given by registered or certified mail, postage prepaid, and addressed to:

**Chief Executive Officer of the  
Department of Airports  
c/o Ground Transportation Services  
1 World Way  
Post Office Box 92216  
Los Angeles, CA 90009-2216**

**City Attorney  
Department of Airports  
1 World Way  
Post Office Box 92216  
Los Angeles, CA 90009-2216**

or to such other address as City may designate by written notice to Licensee.

7.2 Notice to Licensee. Written notices to Licensee hereunder shall be given by registered or certified mail, postage prepaid, and addressed to:

**Attention:  
Title:  
Address:  
Anaheim,  
Phone:  
Email:**

or to such other address as Licensee may designate by written notice to City.

7.3 The execution of any such notice by the Chief Executive Officer shall be as effective as to Licensee as if it were executed by the Board, or by resolution or order of said Board, and Licensee shall not question the authority of Chief Executive Officer to execute any such notice.

7.4 All such notices, except as otherwise provided herein, may either be delivered personally to Chief Executive Officer with a copy to the Office of the City Attorney, Airport Division, in the one case, or to Licensee in the other case, or may be deposited in the United States mail, properly addressed as aforesaid with postage fully prepaid by certified or registered mail, return receipt requested, and shall be effective five (5) days after deposit in the mail. Such notice may also be delivered by a nationally recognized overnight commercial courier service that requires the recipient's signature for delivery, and shall be effective one (1) business day after delivery by such courier.

## **ARTICLE 2. STANDARD TERMS AND PROVISIONS**

### **Section 1.0 Limitations on Use of Airport.**

1.1 Licensee shall not use the Airport, nor any portion thereof, for any purpose other than that set forth above in Article 1, without first having had and obtained the written consent of the Chief Executive Officer, which consent may be withheld in the Chief Executive Officer's sole discretion, and which written consent is approved as to form by the City Attorney.

1.2 There is hereby reserved to City, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the Airport. This public right of flight shall include the right to cause in said airspace any noise inherent in the operation of any aircraft used for navigation or flight through said airspace or landing at, taking off from, or operating on Airport. Licensee agrees not to make any claim or institute legal action against City under any theory of recovery for any interference with Licensee's use and enjoyment of the Airport which may result from noise emanating from the operation of aircraft to, from, or upon Airport except for claims or actions brought by third parties against Licensee arising from City's operation of Airport [USE GUIDE, paragraph 5]<sup>1</sup>.

1.3 Licensee, by accepting this License, agrees for itself and its successors and assigns that it will not make use of the Airport in any manner which might interfere with the landing and taking off of aircraft from Airport or otherwise constitute a hazard to such operations. In the event the aforesaid covenant is breached, City reserves the right to take all action it deems necessary to cause the abatement of such interference at the expense of Licensee [USE GUIDE, paragraph 8].

1.4 Licensee shall conduct its, and cause its sublicensees to conduct their, operations on the Airport in such manner as to reduce as much as is reasonably practicable, considering the nature and extent of said operations, any and all activities which interfere unreasonably with the use of other premises at Airport, including, but not limited to, the emanation from the Airport of noise, vibration, movements of air, fumes, and odors.

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<sup>1</sup> The paragraph references are to mandatory requirements contained in a document entitled, "LEASE AND USE AGREEMENT GUIDE", dated June 6, 1984, revised May 2001, published by the Federal Aviation Administration.

1.5 Licensee is prohibited from installing or using any wireless workstations, access control equipment, wireless internet servers, application or system software such as transceivers, modems, or other interface units that access frequencies from 2.0 Gigahertz to 6.0 Gigahertz, inclusive, without first obtaining approval from the Chief Executive Officer.

1.6 Licensee has no rights under this License to install or use any antennae or telecommunications equipment on the roof or exterior of any building or structure on the Airport, unless such installation or use is directly related to the conduct of Licensee's business and in full compliance with City's permit process and telecommunications policies as they may be modified from time to time at the sole discretion of the Chief Executive Officer. Licensee may not license or sublicense to others the right to install or use antennae or other telecommunications equipment on the Airport.

## **Section 2.0 Late Charge and Interest for Delinquent Payment.**

2.1 Licensee hereby acknowledges that late payment by Licensee of compensation, fees and charges provided herein will cause City to incur costs not contemplated by this License, the exact amount of which will be extremely difficult to ascertain. Such costs include, but are not limited to, processing and accounting charges. Accordingly, if any amount due City is not received by City within 10 days after such amount shall be due, then, without any requirement for notice to Licensee, Licensee shall immediately pay to City a one-time late charge equal to 10% of such overdue amount or \$200, whichever is greater. The parties agree that such late charge represents a fair and reasonable estimate of the costs the City will incur by reason of such late payment. Acceptance of such late charge by City shall in no event constitute a waiver of Licensee's default or breach with respect to such overdue amount, nor prevent the exercise of any other rights and remedies granted herein.

2.2 Any monetary payment due City hereunder shall bear interest from the date when due. The interest rate shall be 10% per annum, compounded monthly, but shall not exceed the maximum rate allowed by law. The interest that applies shall be in addition to the late charge.

## **Section 3.0 Default and Right of Termination.**

3.1 In the event Licensee fails to abide by the terms, covenants and conditions of this License, including any default in the payment by Licensee of the fees provided for herein, City may give Licensee written notice to correct the defect or default and if the same is not corrected within ten (10) days after City's mailing such notification, City may terminate this License forthwith.

3.2 In case of the bankruptcy of Licensee, or the appointment of a receiver for Licensee, or if a receiver is appointed to take possession of Licensee's business operations as a result of any act or omission of Licensee, or if Licensee makes an assignment of this License for the benefit of creditors, City, at its election, may, without notice, terminate this License.

3.3 **Cross Default.** A material default or breach of the terms of any other lease, license, permit, or contract held by Licensee with City shall constitute a material breach of the terms of this License and shall give City the right to terminate this License for cause in accordance with the procedures set forth herein.

**Section 4.0 Insurance.**

4.1 Licensee shall procure at its expense and keep in effect at all times during the term of this License, the types and amounts of insurance specified on Insurance, Exhibit A, attached hereto and incorporated by reference herein. The specified insurance shall also, either by provisions in the policies, by City's own endorsement form or by other endorsement attached to such policies, include and insure City, its Department of Airports, also known as Los Angeles World Airports ("LAWA") its Board and all of City's officers, employees, and agents, their successors and assigns, as additional insureds, against the areas of risk described on Insurance, Exhibit A, hereof with respect to Licensee's acts or omissions in its operations, use, and occupancy of the Airport or other related functions performed by or on behalf of Licensee in, on or about Airport.

4.2 Each specified insurance policy (other than workers' compensation and employers' liability and fire and extended coverages) shall contain a severability of interest (cross liability) clause which states, "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 a contractual endorsement which shall state, "Such insurance as is afforded by this policy shall also apply to liability assumed by the insured under this License with the City of Los Angeles."

4.3 All such insurance shall be primary and noncontributing with any other insurance held by LAWA where liability arises out of or results from the acts or omissions of Licensee, its agents, employees, officers, assigns, or any person or entity acting for or on behalf of Licensee. Such policies may provide for reasonable deductibles and/or retentions acceptable to the Chief Executive Officer based upon the nature of Licensee's operations and the type of insurance involved.

4.4 City shall have no liability for any premiums charged for such coverage(s). The inclusion of City, LAWA, Board and all of City's officers, employees, and agents, their successors and assigns, as insureds is not intended to, and shall not, make them, or any of them, a partner or joint venturer with Licensee in Licensee's operations at Airport. In the event Licensee fails to furnish City evidence of insurance and maintain the insurance as required, City, upon ten (10) days prior written notice to comply, may (but shall not be required to) procure such insurance at the cost and expense of Licensee, and Licensee agrees to promptly reimburse City for the cost thereof plus fifteen percent (15%) for administrative overhead. Payment shall be made within thirty (30) days of invoice date.

4.5 At least ten (10) days prior to the expiration date of the above policies, documentation showing that the insurance coverage has been renewed or extended shall be filed with City. If such coverage is canceled or reduced, Licensee shall, within fifteen (15) days of such cancellation of coverage, file with City evidence that the required insurance has been reinstated or provided through another insurance company or companies.

4.6 Licensee shall provide proof of all specified insurance and related requirements to City either by production of the actual insurance policy(ies), by use of City's own endorsement form(s), by broker's letter acceptable to the Chief Executive Officer in both form and content in

the case of foreign insurance syndicates, or by other written evidence of insurance acceptable to the Chief Executive Officer. The documents evidencing all specified coverages shall be filed with City in duplicate and shall be procured and approved in strict accordance with the provisions in Sections 11.47 through 11.56 of City's Administrative Code prior to Licensee's use of Airport. The documents shall contain the applicable policy number, the inclusive dates of policy coverages, and the insurance carrier's name, shall bear an original signature of an authorized representative of said carrier, and shall provide that such insurance shall not be subject to cancellation, reduction in coverage, or nonrenewal except after written notice by certified mail, return receipt requested, to the City Attorney of the City of Los Angeles at least thirty (30) days prior to the effective date thereof. City reserves the right to have submitted to it, upon request, all pertinent information about the agent and carrier providing such insurance.

4.7 City and Licensee agree that the insurance policy limits specified herein shall be reviewed for adequacy annually throughout the term of this License by the Chief Executive Officer who may, thereafter, require Licensee, on thirty (30) days prior, written notice, to adjust the amounts of insurance coverage to whatever reasonable amount said Chief Executive Officer deems to be adequate.

4.8 Submission of insurance from a non-California admitted carrier is subject to the provisions of California Insurance Code Sections 1760 through 1780, and any other regulations and/or directives from the State Department of Insurance or other regulatory board or agency. Licensee agrees, except where exempted, to provide City proof of said insurance by and through a surplus lines broker licensed by the State of California.

#### **Section 5.0 City Held Harmless.**

5.1 In addition to the provisions of Article 2, Section 4.0 Insurance, herein, to the fullest extent permitted by law, Licensee shall indemnify, defend, keep and hold City, City Agents and their successors and assigns harmless from and against any and all actions, causes of action, charges, claims, costs, damages, demands, expenses (including attorneys' fees, costs of court and expenses incurred), fines, judgments, liabilities, liens, losses, or penalties of every kind and nature whatsoever (collectively, "**Claims**") arising out of or in connection with (i) any injury or death to a person or damage to a person's property using Licensee's services, (ii) the entry upon, use or occupancy of the facilities or the Airport or the performance of this License by Licensee or any of the Licensee Parties, (ii) any acts or omissions of Licensee or any of the Licensee Parties, and (iii) any default in the performance of Licensee's obligations under this Agreement. The foregoing defense and indemnification obligations of Licensee shall include, without limitation, all Claims claimed by anyone (including Licensee and the Licensee Parties) by reason of injury to, or death of, any person(s) (including Licensee and the Licensee Parties), all Claims for damage to, or destruction of, any property (including property of Licensee and the Licensee Parties) and all Claims for any and all other losses founded upon or alleged to arise out of, pertain to, or relate to Licensee's and/or the Licensee Parties' performance under this License). The foregoing defense and indemnification obligations of Licensee shall apply to all Claims, whether or not contributed to by any act or omission of City or any City Agents.

5.2 In Licensee's defense of City under this Section, negotiation, compromise and settlement of any Claim, City shall retain discretion in and control of the litigation, negotiation,

compromise, settlement and appeals therefrom, as required by the Los Angeles City Charter (particularly Article II, Sections 271, 272 and 273 thereof).

**Section 6.0 Attorney's Fees.**

6.1 If City shall, without any fault, be made a party to any litigation commenced by or against Licensee arising out of Licensee's use or occupancy of the Airport, then Licensee shall pay all costs, expenses, and reasonable attorney's fees incurred by or imposed upon City in connection with such 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 7.0 Hazardous and Other Regulated Substances.**

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

7.1.1 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

7.1.2 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

7.1.3 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

7.1.4 Any substance the presence of which on the Airport 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 Airport; or

7.1.5 Any substance the presence of which on adjacent properties could constitute a trespass by Licensee; or

7.1.6 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.

7.2 **Environmental Indemnity.** Except for conditions existing prior to the original operation and use of the Airport by Licensee, Licensee 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. Licensee agrees that any claims, damages, penalties, or fines asserted against or levied on City and/or the Licensee as a result of noncompliance with any of the provisions in this Section shall be the sole responsibility of the Licensee and that Licensee shall indemnify and hold City harmless from all such claims, damages, penalties, or fines. Further, City may, at its option, pay such claims, damages, penalties, or fines resulting from Licensee's non-compliance with any of the terms of this Section, and Licensee shall indemnify and reimburse City for any such payments.

7.3 In the case of any hazardous substance spill, leak, discharge, release or contamination by Licensee or its employees, servants, agents, contractors, or subcontractors on the Airport or as may be discharged or released in, on or under adjacent property which affects other property of City or its tenants, Licensee 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 Licensee fails to repair, clean up, properly dispose of, or take any other corrective actions as required herein, 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 City shall be at Licensee's sole cost and expense and Licensee shall indemnify and pay for and/or reimburse City for any and all costs (including any administrative costs) City incurs as a result of any repair, cleanup, or corrective action it takes.

7.4 If Licensee installs or uses already installed underground storage tanks, above-ground storage tanks, pipelines, or other improvements on the Airport for the storage, distribution, use, treatment, or disposal of any hazardous substances, Licensee agrees, upon the expiration and/or termination of this License, to remove and/or clean up, at the sole option of the Chief Executive Officer, the above-referred-to improvements. Said removal and/or cleanup shall be at the Licensee'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 Chief Executive Officer.

7.5 **Licensee's Provision to City of Environmental Documents.** Licensee shall promptly supply City with complete and legible copies of all notices, reports, correspondence, and other documents sent by Licensee to or received by Licensee 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 cleanup of any actual or threatened hazardous substance spill, leak, or discharge including all test results.

7.6 **Survival of Obligations.** This Section and the obligations herein shall survive the expiration or earlier termination of this License.

## **Section 8.0 Assignments and Encumbrances.**

8.1 Licensee shall not, in any manner assign, transfer or encumber this License, or any portion thereof or any interest therein, nor shall Licensee license or otherwise authorize the use of, in whole or in part, the rights granted by this License, without the prior written consent of the Chief Executive Officer. Any attempts to assign, transfer or encumber this License, or any licensing or authorizing the use of, in whole or in part, the rights granted by this License, shall be void and shall confer no right, title or interest in or to this License, upon any such assignee, transferee, or encumbrancer. Consent to one assignment, transfer, or encumbrance shall not be deemed to be a consent to any subsequent assignment, transfer or encumbrance. This License shall not, nor shall any interest therein, be assignable as to the interest of Licensee by operation of law without the prior written consent of Board. Any change in the majority ownership of or the power to vote the majority of outstanding capital stock of the Licensee is subject to the requirements herein.

8.2 When proper consent has been given by the Board, the provisions of this License 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 9.0 Nondiscrimination and Equal Employment Practices/Affirmative Action Program.**

### **9.1. Federal Non-Discrimination Provisions.**

9.1.1 The Licensee for himself, his heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that in the event facilities are constructed, maintained, or otherwise operated on said property described in this License, for a purpose for which a Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, the Licensee shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended. [USE GUIDE, Paragraph 1].

9.1.2 The Licensee for himself, his personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant that: (1) no person on the grounds of race, color or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the Licensee shall use the Airport in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended. [USE GUIDE, Paragraph 1].

9.1.3 The Licensee 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 Licensee 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]

9.1.4 Licensee shall furnish its services on a reasonable and not unjustly discriminatory basis to all users, and charge reasonable and not unjustly discriminatory prices for each unit or service, provided that Licensee may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers. [USE GUIDE, paragraph 11]

9.1.5 Licensee agrees that it shall insert the provisions found in Subsections 9.1.3 and 9.1.4 above in any assignment, license, transfer or sublicense by which said Licensee grants a right or privilege to any person, firm, or corporation to render accommodations and/or services to the public on the Airport.

## 10.2. **Municipal Non-Discrimination Provisions.**

10.2.1 **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, age, gender identity, gender expression, physical handicap, marital status, domestic partner status, or medical condition in the License, transfer, use, occupancy, tenure, or enjoyment of the Airport or any operations or activities conducted on the Airport. Nor shall Licensee or any person claiming under or through Licensee establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, subtenants, or vendees of the Airport. Any assignment or transfer which may be permitted under this License shall also be subject to all non-discrimination clauses contained in Article 2, Section 10.2.

10.2.2 **Non-Discrimination In Employment.** During the term of this License, Licensee agrees and obligates itself in the performance of this License 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. Licensee shall take affirmative action to insure that applicants for employment are treated, during the term of this License, without regard to the aforementioned factors and shall comply with the affirmative action requirements of the Los Angeles Administrative Code, Sections 10.8, et seq., or any successor ordinances or law concerned with discrimination.

10.2.3 **Equal Employment Practices.** If the total payments made to City under this License are \$1,000 (one thousand dollars) or more, this provision shall apply. During the performance of this License, Licensee agrees to comply with Section 10.8.3 of the Los Angeles

Administrative Code (“Equal Employment Practices”), which is incorporated herein by this reference. A copy of Section 10.8.3 has been attached to this License for the convenience of the parties as Exhibit B. By way of specification but not limitation, pursuant to Sections 10.8.3.E and 10.8.3.F of the Los Angeles Administrative Code, the failure of Licensee to comply with the Equal Employment Practices provisions of this License may be deemed to be a material breach of this License. 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 Licensee. Upon a finding duly made that Licensee has failed to comply with the Equal Employment Practices provisions of this License, this License may be forthwith terminated, cancelled or suspended.

10.2.4 **Affirmative Action Program**. If the total payments to City under this License are \$100,000 (one hundred thousand dollars) or more, this provision shall apply. During the performance of this License, Licensee agrees to comply with Section 10.8.4 of the Los Angeles Administrative Code (“Affirmative Action Program”), which is incorporated herein by this reference. A copy of Section 10.8.4 has been attached to this License for the convenience of the parties as Exhibit C. By way of specification but not limitation, pursuant to Sections 10.8.4.E and 10.8.4.F of the Los Angeles Administrative Code, the failure of Licensee to comply with the Affirmative Action Program provisions of this License may be deemed to be a material breach of this License. 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 Licensee. Upon a finding duly made that Licensee has failed to comply with the Affirmative Action Program provisions of this License, this License may be forthwith terminated, cancelled or suspended.

## **Section 11 Living Wage Ordinance**

### **11.1. Living Wage Ordinance**

11.1.1 **General Provisions: Living Wage Policy**. This License is subject to the Living Wage Ordinance (“LWO”) (Section 10.37, et seq., of the Los Angeles Administrative 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 D. The LWO requires that, unless specific exemptions apply, any employees of tenants or licensees of City property who render services on the leased premises or licensed premises are covered by the LWO if any of the following applies: (1) the services are rendered on premises at least a portion of which are visited by substantial numbers of the public on a frequent basis, (2) any of 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. Licensee 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, Licensee 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), Licensee agrees to comply with federal law prohibiting retaliation for union organizing.

11.1.2 Living Wage Coverage Determination. An initial determination has been made that this is a public lease under the LWO, and, that it is not exempt from coverage by the LWO. Determinations as to whether this License is a public lease or license 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 Licensee in writing about any redetermination by City of coverage or exemption status. To the extent Licensee claims non-coverage or exemption from the provisions of the LWO, the burden shall be on Licensee to prove such non-coverage or exemption.

11.1.3 Compliance; Termination Provisions And Other Remedies: Living Wage Policy. If Licensee is not initially exempt from the LWO, Licensee 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 License, and shall execute the Declaration of Compliance Form attached to this License as Exhibit D contemporaneously with the execution of this License. If Licensee is initially exempt from the LWO, but later no longer qualifies for any exemption, Licensee shall, at such time as Licensee is no longer exempt, comply with the provisions of the LWO and execute the then currently used Declaration of Compliance Form, or such form as the LWO requires. Under the provisions of Section 10.37.6(c) of the Los Angeles Administrative Code, violation of the LWO shall constitute a material breach of this License and City shall be entitled to terminate this License and otherwise pursue legal remedies that may be available, including those set forth in the LWO, if City determines that Licensee 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 License. Nothing in this License shall be construed to extend the time periods or limit the remedies provided in the LWO.

11.1.4 Subcontractor Compliance. Licensee agrees to include, in every subcontract or sublicense covering City property entered into between Licensee and any subcontractor, a provision pursuant to which such subcontractor (A) agrees to comply with the Living Wage Ordinance and the Service Contractor Worker Retention Ordinance with respect to City's property; (B) agrees not to retaliate against any employee lawfully asserting noncompliance on the part of the Subcontractor with the provisions of either the Living Wage Ordinance or the Service Contractor Worker Retention Ordinance; and (C) agrees and acknowledges that City, as the intended third-party beneficiary of this provision may (i) enforce the Living Wage Ordinance and Service Contractor Worker Retention Ordinance directly against the subcontractor with respect to City property, and (ii) invoke, directly against the subcontractor with respect to City property, all the rights and remedies available to City under Section 10.37.5 of the Living Wage Ordinance and Section 10.36.3 of the Service Contractor Worker Retention Ordinance, as same may be amended from time to time.

11.2 Service Contract Worker Retention Ordinance. This License may be subject to the Service Contract Worker Retention Ordinance (“SCWRO”) (Section 10.36, et seq, of the Los

Angeles Administrative Code), which is incorporated herein by this reference. A copy of Section 10.36 has been attached hereto for the convenience of the parties as Exhibit E. If applicable, Licensee must also comply with the SCWRO which requires that, unless specific exemptions apply, all employers under contracts that are primarily for the furnishing of services to or for the City of Los Angeles and that involve an expenditure or receipt in excess of \$25,000 and a contract term of at least three (3) months shall provide retention by a successor contractor for a ninety-day (90-day) transition period of the employees who have been employed for the preceding twelve (12) months or more by the terminated contractor or subcontractor, if any, as provided for in the SCWRO. Under the provisions of Section 10.36.3(c) of the Los Angeles Administrative Code, City has the authority, under appropriate circumstances, to terminate this License and otherwise pursue legal remedies that may be available if City determines that the subject contractor violated the provisions of the SCWRO.

**Section 12.0 Alternative Fuel Vehicle Requirement Program (LAX Only)**

12.1 Licensee shall comply with the provisions of the Alternative Fuel Vehicle Requirement Program. The rules, regulations, and requirements of the Alternative Fuel Vehicle Program are attached as Exhibit F and made a material term of this License.

**Section 13.0 Laws, Rules and Regulations.**

13.1 Licensee shall be solely 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 government authority.

13.2 Licensee shall be solely responsible for fully complying with any and all applicable present and/or future orders, directives, or conditions issued, given or imposed by the Chief Executive Officer which are now in force or which may be hereafter adopted by the Board and/or the Chief Executive Officer with respect to the operation of Airport.

13.3 Notwithstanding requirements of this License, Licensee shall be responsible for obtaining a City-issued motor vehicle operating permit, and for ensuring that all operators of motor vehicles operated on Licensee's behalf possess current, valid, and appropriate driver's licenses.

13.4 Licensee shall be solely responsible for any and all civil and/or criminal penalties assessed as a result of its failure to comply with any of these rules, regulations, restrictions, ordinances, statutes, laws, orders, directives and/or conditions.

**Section 14.0 Business Tax Registration.**

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

**Section 15.0 Taxes, License Fees and Licenses.**

15.1 Licensee shall pay all taxes of whatever character that may be levied or charged upon Licensee's operations at the Airport, or upon Licensee's improvements, fixtures, equipment, or other property on the Airport, or upon Licensee's use thereof.

15.2 Licensee shall also pay for, and cause to be maintained in full force and effect during the term of this License, all licenses or permits necessary or required by law or regulation for the conduct and operation of Licensee's business authorized herein, or for use of Airport. Such licenses and permits shall cover not only Licensee, but also all of Licensee's employees and agents required to be licensed to transact Licensee's business at the Airport.

15.3 If a claim is made against City for any of the above charges, City shall notify Licensee in writing and Licensee shall promptly pay said charges; provided, however, that failure by City to give such notice shall not constitute a waiver of Licensee's obligation to pay such taxes, license and/or license fees.

15.4 The obligations of Licensee under this Section, however, shall not prevent Licensee from contesting the validity and/or applicability of any of the above charges and, during the period of any such lawful contest, Licensee may refrain from making, or direct the withholding of, any such payment without being in breach of the above provisions. Upon a final determination in which Licensee is held responsible for such taxes and/or fees, Licensee shall promptly pay the required amount, plus all legally imposed interest, penalties and surcharges. If all or any part of such taxes and/or fees, penalties, or surcharges are refunded to City, City shall remit to Licensee such sums to which Licensee is legally entitled.

15.5 In addition, by executing this License and accepting the benefits thereof, a property interest may be created known as a "possessory interest." If such possessory interest is created, Licensee, as the party in whom the possessory interest is vested, shall be subject to the payment of the property taxes levied upon such interest.

**Section 16.0 Disabled Access.**

16.1 Licensee shall be solely responsible for fully complying with any and all applicable present and/future rules, regulations, restrictions, ordinances, statutes, laws, and/or orders of any federal, state, and/or local governmental entity and/or court regarding disabilities and disabled access, including any services, programs, improvements or activities provided by Licensee. Licensee shall be solely responsible for any and all damages caused by, and/or penalties levied as the result of, Licensee's noncompliance. Further, Licensee agrees to cooperate fully with City in its efforts to comply with the Title II of the Americans with Disabilities Act of 1990, as amended by the final rule published on September 15, 2010, and any amendments thereto, or successor statutes. The Licensee shall comply with 49 CFR 37. Special attention shall be given to: 49 CFR §37.5, §37.105; §37.161; §37.165; §37.167; § 37.171; §37.173; §37.207. In addition to federal requirements, Licensee shall also be required to comply with Title III of the Americans with Disabilities Act, as amended and any amendments thereto, or successor statutes, and the State of California disabilities laws. Among these, though not all inclusive are the Unruh Civil Rights Act, Civil Code §54; Civil Code § 54.1; Civil Code §51.5; and Government Code § 12948.

16.2 Licensee shall submit a monthly summary of all disability complaints, to LAWA arising from service to or from LAX. Said summary(ies) shall be issued to LAWA which include incidents, as a Report, in a form to be approved by LAWA, by the fifteenth (15<sup>th</sup>) day of each month. Reports shall list the name and contact number of the complainant, date of incident, location of incident, nature of the complaint; name and phone number of Licensee's employee responsible for resolution of the complaint with contact number. LAWA at its sole discretion may provide a form containing the required information needing to be provided. Unresolved complaints shall carry over each month until resolved.

16.3 All of Licensee's vehicles operated to perform the services under this license must be ADA compliant. Should Licensee receive a complaint regarding inoperable and/or malfunctioning ADA required equipment, within seven (7) days after receipt of such complaint Licensee shall provide LAWA the following:

- a) Maintenance records of the vehicle in question, operated at LAX.
- b) Pre-deployment inspection records made by the drivers for the vehicle operated at LAX.
- c) Training record of the driver who operated the vehicle alleged not to be ADA compliant pursuant to the complaint. The driver's name may be redacted.
- d) Training record of the dispatcher(s) on duty when the vehicle alleged not to be ADA compliant pursuant to the complaint.
- e) A copy of all material used for disability training, including but not limited to wheelchair passenger securement, pre-inspection of buses, and lift operations.
- f) Copies of existing policies addressing inoperative or malfunctioning equipment.

At LAWA's discretion, Licensee shall meet with LAWA's ADA Coordinator on every complaint that is unresolved after 30 days.

Reports shall be sent to:

Los Angeles World Airports  
Office of the Coordinator for Disability Services  
P.O. Box 92216  
Los Angeles, CA 90009-2216

16.4 Licensee shall ensure a disabilities training course complying with 49 CFR 37.173, is implemented for Licensee's drivers serving Airport(s). Licensee shall ensure that Licensee's drivers taking the course complying with 49 CFR 37.173, are proficient in their understanding of disability etiquette and regulations pertaining to service animals, transportation of wheelchairs, and other assistive processes used by persons with disabilities. Licensee shall make available to LAWA's Office of the Coordinator for Disability Services, a copy of the training material used to comply with 49 CFR 37.173.

16.5 Licensee shall keep records of all trips made by Licensee's drivers to and from Airport(s). Said information shall be made available to LAWA's Office of the Coordinator for Disability Services in the event a disabilities related complaint is received by LAWA.

16.6 Should Licensee fail to comply with Article 2, Subsection 20.1, then LAWA shall have the right, but not the obligation, to perform, or have performed, whatever work is necessary to achieve equal access compliance. Licensee shall be required to reimburse LAWA for the actual cost of achieving compliance, plus a fifteen percent (15%) administrative charge.

### **Section 17.0 Child Support Orders.**

17.1 This License is subject to Section 10.10, Article I, Chapter 1, Division 10 of the Los Angeles Administrative 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 as Exhibit G. Pursuant to this Section, Licensee (and any subcontractor of Licensee providing services to City under this License) shall (1) fully comply with all State and Federal employment reporting requirements for Licensee's or Licensee's subcontractor's employees applicable to Child Support Assignments Orders; (2) certify that the principal owner(s) of Licensee 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 License. Pursuant to Section 10.10(b) of the Los Angeles Administrative Code, failure of Licensee 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 Licensee 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 License subjecting this License to termination where such failure shall continue for more than ninety (90) days after notice of such failure to Licensee by City (in lieu of any time for cure provided elsewhere in this License).

### **Section 18.0 Waiver.**

18.1 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. The subsequent acceptance of compensation hereunder by City shall not be deemed to be a waiver of any preceding breach by Licensee of any term, covenant, or condition of this License other than the failure of Licensee to pay the particular compensation so accepted, regardless of City's knowledge of such preceding breach at the time of acceptance of such compensation.

### **Section 19.0 City's Right to Contract With Others Regarding License Rights.**

19.1 The rights granted hereunder by this License are not exclusive in nature, and City specifically reserves the right to enter into similar additional License agreements at Airport, at any time.

## **Section 20.0 Quality of Licensee's Services.**

20.1 Licensee shall, at all times during the term of this License, comply with all safety rules and regulations promulgated by any governmental authority having control over Licensee's operations under this License at Airport.

20.2 All vehicles, automotive equipment, machinery, appliances, underground installations and other equipment used by Licensee in its operations under this License shall, at no cost to City, be maintained in good mechanical condition and appearance and shall be modern up-to-date equipment which shall, at all times, meet all requirements necessary or lawfully required for fire protection and for the enhancement of the safety of operations considering the nature of the business in which Licensee is engaged.

20.3 All employees of Licensee engaged in rendering the services authorized in this License shall, at all times while on duty, be neatly and cleanly dressed in accordance with the duty being performed by them, and they shall wear such identification and/or device as shall meet with the approval of City.

20.4 Licensee shall furnish professional, prompt and efficient service so as not to reflect any discredit on City or Airport.

## **Section 21. Campaign Contributions.**

21.1 Licensee, its sublicensee and subcontractors, and their respective principals (hereinafter, "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 or lease is valued at \$100,000 or more and requires approval of a City elected official. Additionally, Lessee is required to provide and update certain information to the City as specified by law. Lessee and any sublicensee subject to Charter Section 470(c)(12) shall include the following notice in any contract or lease with a sublicensee 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 sublessee on City of Los Angeles contract #232509. Pursuant to City Charter Section 470(c)(12), sublicensee 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. The sublicensee is required to provide to Lessee names and addresses of the sublicensee's principals and contact information and shall update that information if it changes during the 12 month time period. Sublicensee's information included must be provided to Lessee within 5 business days. Failure to comply may result in termination of contract or any other available legal remedies including 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."

21.2 Lessee, its sublicensee, and their Principals shall comply with these requirements and limitations. Violation of this provision shall entitle the City to terminate this Lease and pursue any and all legal remedies that may be available.

## **Section 22.0 Miscellaneous Provisions.**

22.1 **Fair Meaning.** The language of this License shall be construed according to its fair meaning, and not strictly for or against either City or Licensee.

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

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

22.4 **Two Constructions.** It is the intention of the parties hereto that if any provision of this License 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.

22.5 **Laws of California.** This License shall be construed and enforced in accordance with the laws of the State of California and venue shall lie at Airport.

22.6 **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.

22.7 **Exclusivity.** It is understood and agreed that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right within the meaning of Section 308 of the Federal Aviation Act [49 U.S.C. 40103(e) and 47107(a)(4) (Public Law 103-272; 108 STAT. 1102)]. [USE GUIDE, paragraph 9]

22.8 **Rights of United States Government.** This License shall be subordinate to the provisions and requirements of any existing or future agreement between City and the United States relative to the development, operation, or maintenance of Airport. [USE GUIDE, paragraph 4]

22.9 **War or National Emergency.** This License and all the provisions hereof shall be subject to whatever right the United States Government now has or in the future may have or acquire affecting the control, operation, regulation, and taking over of Airport or the exclusive or nonexclusive use of Airport by the United States during the time of war or national emergency. [USE GUIDE, paragraph 10]

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

22.11 **Integration Clause.** It is understood that no alteration or variation of the terms of this License 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.

22.12 **Force Majeure.** Except as otherwise provided in this License, whenever a day is established in this License 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 City, wars, insurrections, rebellions, civil disorder, declaration of national emergencies, acts of God, or other causes beyond such party's reasonable control (financial inability excepted) (“Force Majeure”); provided, however, that nothing contained in this Subsection shall excuse Licensee from the prompt payment of any compensation, fees or other monetary charge required of Licensee hereunder.

22.13 **Approvals.** Any approvals required by City under this License shall be approvals of the City acting as Licensor and shall not relate to, constitute a waiver of, supersede or otherwise limit or affect the governmental approvals or rights of the City as a governmental agency, including the approval of any permits required for construction or maintenance on the Airport and the passage of any laws including those relating to zoning, land use, building and safety.

22.14 **Conflicts in this License.** If there are any direct conflicts between the provisions of Article 1 and Article 2 of the License, the provisions of Article 1 shall be controlling.

22.15 **Ordinance and Los Angeles Administrative Code (hereinafter referred to as “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.

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

22.17 **Days.** Unless otherwise specified, “days” shall mean calendar days.

22.18 **Deprivation of Licensee’s Rights.** City shall not be liable to Licensee for any diminution or deprivation of Licensee's rights under this License which may result from Licensee’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 Subsection, nor shall Licensee be entitled to terminate the whole or any portion of the License by reason thereof.

22.19 **City's Consent.** In each instance herein where City's, Board's or the Chief Executive Officer's approval or consent is required before Licensee may act, such approval or consent shall not be unreasonably withheld, unless otherwise provided.

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

[signatures are on the following page]

IN WITNESS WHEREOF, City has caused this License to be executed by Chief Executive Officer this \_\_\_\_ day of \_\_\_\_\_, 2023.

**APPROVED AS TO FORM**  
Hydee Feldstein Soto, City Attorney

**CITY OF LOS ANGELES**

By: \_\_\_\_\_  
Assistant / Deputy City Attorney

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

The foregoing License has been read, is thoroughly understood by the undersigned, and the same is hereby accepted.

ATTEST:

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

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

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Title

\_\_\_\_\_  
Print Title

[SEAL]