

CITY OF LOS ANGELES
DEPARTMENT OF AIRPORTS
NON-EXCLUSIVE TELECOMMUNICATIONS
LICENSE AGREEMENT
AT LOS ANGELES INTERNATIONAL AIRPORT

BETWEEN

THE

CITY OF LOS ANGELES

AND

LOS ANGELES SMSA LIMITED PARTNERSHIP d/b/a Verizon Wireless

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**CITY OF LOS ANGELES
DEPARTMENT OF AIRPORTS
NON-EXCLUSIVE TELECOMMUNICATIONS LICENSE AGREEMENT
AT LOS ANGELES INTERNATIONAL AIRPORT**

THIS NON-EXCLUSIVE TELECOMMUNICATIONS LICENSE AGREEMENT ("License") is made and entered into as of this _____ day of _____, 2018 ("Effective Date"), by and between the CITY OF LOS ANGELES, a municipal corporation acting by order of, and through, its Chief Executive Officer ("**Chief Executive Officer**") and Board of Airport Commissioners ("**Board**") of the DEPARTMENT OF AIRPORTS also known as Los Angeles World Airports or LAWA ("**City**"), and LOS ANGELES SMSA LIMITED PARTNERSHIP, a California limited partnership d/b/a Verizon Wireless ("**Licensee**"), each referred to herein as a "**Party**," or collectively, "**Parties**".

A. WHEREAS, City owns and operates Los Angeles International Airport (the "**Airport**" or "**LAX**") and has the power to grant rights and privileges with respect thereto; and

B. WHEREAS, Licensee is a wireless communications company licensed by the Federal Communications Commission (FCC) to operate in the area of the Airport; and

C. WHEREAS, Licensee seeks to design, construct, install, maintain, alter, repair, replace, operate, and remove radio transmitting and receiving facilities, equipment, cable, and space required to effect wireless voice, data and video telecommunications, together with other associated electronic equipment and supporting structures, in order to improve its wireless communications service for the traveling public, Airport tenants, and Airport guests; and

D. WHEREAS, City has determined to make certain of its Airport properties and structures available to wireless communications companies holding FCC-licensed spectrum;

NOW THEREFORE, in consideration of the mutual covenants and benefits stated herein, and in further consideration of the obligations, terms, and considerations hereinafter set forth and recited, City and Licensee agree as follows:

ARTICLE 1: SPECIFIC TERMS AND PROVISIONS

Section 1. Purpose of License.

1.1 **Definitions.** Words not defined herein shall be understood to mean their common usage or technical meaning. The following definitions shall apply:

Airport Airside Operations means all operations activity on or within the airfield configuration including, but not limited to, taxiways, runways, designated secure airfield areas, navigational aids, and airport structures.

Distributed Antenna System (DAS) is a distributed antenna system or similar technology comprising multiple low power antennas to provide indoor and underground cellular coverage.

Emergency means an occurrence or incident at the Airport which could possibly result, or has resulted, in property damage, personal injury, or loss of life resulting from any natural cause or cause of human origin including, but not limited to, fire, flood, earthquake, wind, storm, hazardous substance, airplane disaster, oil spill, environmental contamination, epidemic, explosion, civil disturbance, terrorist or hostile military or paramilitary action, or breach of Airport security.

Equipment Site is a physical location occupied by Licensee within the Licensed Premises for the construction and installation of the Licensee Improvements to provide wireless service. An Equipment Site may be a Macro Site, a location in a building located in a Zone, or at a separate location on the Airport. LAWA will make a good faith effort, but is not obligated, to provide adequate space within the Licensed Premises to allow Licensee to efficiently deploy its Licensee Improvements.

FAA means the Federal Aviation Administration, U.S. Department of Transportation.

Faithful Performance Guarantee (or FPG) shall mean a deposit made by Licensee to City to secure the faithful performance by Licensee of all the terms, provisions, and covenants contained herein, as further described in Article 2, Section 56.

Harmful Radio Interference is Radio Interference that causes circuit outages and/or message losses, as opposed to radio interference that is merely a nuisance or annoyance that can be overcome by appropriate measures. In order for Radio Interference to be considered Harmful Radio Interference, it must seriously degrade the performance of the communications, radar, or other electronic systems at LAX, as determined by the Chief Executive Officer in his/her sole discretion.

LAX Operations means the Airport Operations Group of LAWA.

License Expiration Date shall mean the date the License expires, pursuant to Article 1, Section 2.

License Fee is Licensee's payment to City for the right to operate its FCC-licensed frequencies in an individual Zone or Macro Site, as set forth in **Exhibit B**.

License Fee Commencement Date is the date when Licensee shall start paying for the License Fee for specific Zones or Macro Sites for which Licensee submitted, and LAWA approved through the TIAP, a request to construct the wireless system. This date shall be the date on which a Zone or Macro Site begins carrying commercial traffic. The Chief Executive Officer may extend this date in his or her reasonable discretion.

Licensed Premises means any of those areas of City-owned or controlled property at LAX set forth in **Exhibit A** (Existing Zone Map), which areas may be updated from time to time.

Licensee Improvements means all improvements on the Licensed Premises including but not limited to structural improvements, repeaters, antennas, junction boxes, cabinets, racks, hangers, pullboxes,

grounding wires, emergency/backup generators, fuel tanks, batteries, amplifiers, cabling, connections, fiber optical cables, RF and other equipment or Macro Sites, that is provided by Licensee to enable and support Licensee provisioned wireless voice/data communication over all frequencies licensed by the FCC, including additions, modifications, upgrades or alterations thereto, or signs constructed by or for Licensee. Licensee Improvements include, but are not limited to those improvements constructed, or to be constructed pursuant to Subsection 4.1 herein.

Macro Site is a standalone base station driven outdoor Equipment Site with antennas used to provide wide propagation range cellular service primarily in outdoor areas.

Notice to Proceed ("NTP") is the date designated by City via written notice to Licensee which confirms receipt of all necessary permits and approvals, subject to any conditions therein, and makes all of the Equipment Sites within a Zone or Macro Site fully available for Licensee to commence on-site construction under an agreed upon schedule.

Radio Interference is any measurable emission, radiation, or induction that endangers the functioning or degrades, obstructs, or repeatedly interrupts the telecommunications of Airport Operations, public safety, FAA, airline and/or other tenants and users of RF communications at LAX. These telecommunications services shall operate in accordance with approved standards, regulations and procedures.

RF means Radio Frequency.

Space Rent is Licensee's payment to City for use of an Equipment Site at LAX as set forth in **Exhibit B**. For purposes of calculating Space Rent, electrical or communications cables (fiber or copper) and antennas located throughout LAX are not included. Such calculation shall be limited to area of the physical space occupied by Licensee and approved by LAWA. When such Equipment Site is occupied by more than one licensee, the calculated Space Rent shall be equitably allocated based on the percentage of the area of the space used by each licensee.

Space Rent Commencement Date is the date when Licensee shall start paying the Space Rent for specific Equipment Sites authorized by LAWA to cover the specific Licensed Premises. This date occurs on the day when LAWA issues Licensee an NTP for a specific Zone or Macro Site following Licensee's request to construct the Licensee Improvements therein.

Summary Page and Payments means **Exhibit B** to this License listing in summary form all Zones, Macro Sites and Equipment Sites licensed to Licensee and all payments except utilities due under this License, as may be updated from time to time.

Term shall have the meaning set forth in Article 1, Section 2.

Zone is one of seven (7), currently designated City-owned areas in which Licensee may deploy its Authorized Spectrum, and is comprised of the following: Zones 1 to 5, the terminals (the "Terminal Zones"); Zone 6, the area consisting of parking structures and access roads of the LAX Central Terminal Area; and Zone 7, the Consolidated Rental Car Facility (CONRAC) and Automated People Mover (APM) at such time that City completes construction of the CONRAC and APM and makes them available for use by Licensee. Licensee may install any type of equipment that it needs to provide coverage to the interior of certain buildings in each Zone and

the exterior spaces in the vicinity of such buildings.

1.2 **Licensed Premises.** This License authorizes the design, construction, in accordance with Article 1, Section 4, and the installation, maintenance, alteration, repair, replacement, operation, and removal of Licensee Improvements on the Equipment Sites in the Zones and Macro Sites in the Licensed Premises.

1.3 The Parties contemplate that specific Zones, Macro Sites and Equipment Sites will be added to, or subtracted from, this License from time to time as Licensee requests, and City approves, additional areas for Licensee's use. The Chief Executive Officer is authorized on behalf of City to amend **Exhibit B** to reflect any such modification and make appropriate adjustments in License Fees or Space Rent to account for such changes in the area utilized by the Equipment Sites, and shall not require approval by the Board or City Council, unless such modifications involve a cumulative amount in excess of the Chief Executive Officer's authority, in which case Board approval shall be required. Except as otherwise set forth in Section 5.4 below, within an existing Zone or Macro Site, such additions or subtractions will not change the License Fee for that Zone or Macro Site.

1.4 **Relocation.**

1.4.1 **Relocation at City's Request.** City shall have the right to relocate an Equipment Site or a portion thereof to an alternate location, provided, that any such relocation (a) shall be performed exclusively by Licensee, as agreed, (b) City shall use its best efforts in relocation so as not to result in any material interruption of service provided by Licensee, and (c) City shall use its best efforts in relocation so as not to result in impairment of the quality of service provided by Licensee following such relocation. City may exercise such relocation rights by delivering written notice to Licensee at least one hundred eighty (180) days in advance of the date of the proposed relocation. Notwithstanding the foregoing, City reserves the right to terminate use of the whole or any portion of an Equipment Site in the event the Chief Executive Officer determines, in her/his sole discretion, that an Emergency or a material bona fide safety, security concern or a City operational requirement reasonably necessitates said termination. In the event that City terminates such right to an Equipment Site, City shall make reasonable effort to promptly find and make available to Licensee other suitable premises for Licensee's use. City shall abate the Space Rent for any period during which Licensee is unable to utilize a portion of the Licensed Premises or operate Equipment due to the termination of use of an Equipment Site or any portion thereof at City's request. For the first five (5) years after NTP for a Zone, Macro Site or Equipment Site, Licensee and the City will share the costs of any relocation of Licensee Improvements (other than antennas) requested by the City under this Section 1.4.1 equally (*i.e.*, 50% of such costs will be borne by each Party). For any relocation of Licensee Improvements (other than antennas) requested by the City under this Section 1.4.1 later than five (5) years after NTP for a Zone, Macro Site or Equipment Site, if City gives Licensee (a) less than one hundred eighty (180) days prior written notice, the Parties will share the relocation costs equally, or (b) at least one hundred eighty (180) days prior written notice, Licensee will bear all costs of relocation.

1.4.2 **Relocation at Licensee's Request.** Licensee shall have the right to relocate any portion of Licensee Improvements to an alternate location within the Airport, provided that any such relocation (a) shall be subject to approval by City, (b) shall be at Licensee's sole cost and

expense, and (c) shall be performed exclusively by Licensee, as agreed. Licensee may request relocation by delivering written notice to City at least sixty (60) days in advance of the date of the proposed relocation.

1.5 **Acceptance and Surrender.** It is understood and agreed that Licensee accepts the Licensed Premises in an "AS-IS" condition. Licensee agrees to surrender the portion of the Licensed Premises occupied by Licensee upon the expiration or earlier termination of this License in a condition substantially similar to the condition of the portion of the Licensed Premises occupied by Licensee on the date of first occupancy of such portion of the Licensed Premises by Licensee, except as modified in accordance with Article 2, Section 57 Improvements and Alterations, Article 2, Section 61 Signs, and Article 2, Section 62 Maintenance and Repair of Licensed Premises or any other modifications made pursuant to this License, herein, ordinary wear and tear excepted as determined in writing by the Chief Executive Officer. Notwithstanding the requirements of Article 2, Sections 57.1.8 and 60.1, Licensee is not required to remove any cables, conduits or fiber located in the ceiling or plenums of the Licensed Premises that are not visible to the public or the occupants of the buildings.

Section 2. Term of License. The term of this License shall commence on the Effective Date and shall terminate eleven and a half (11.5) years therefrom, subject, however, to earlier termination (i) by Licensee upon giving eighteen (18) months' advanced written notice to City or (ii) otherwise in accordance with the applicable terms of this License. Upon request from Licensee, City may, at the sole discretion of the Chief Executive Officer, extend this License for two (2) additional terms of five (5) years. Licensee will give City written request of such renewal between two hundred ten (210) and one hundred eighty (180) days prior to the expiration of each term. City shall respond to any timely submitted renewal request not later than one hundred twenty (120) days prior to expiration of the term with written notice of its approval or rejection.

Section 3. Use of Licensed Premises and Other Property.

3.1 **Authorized Uses.** The Licensed Premises shall be used for design, construction, installation, maintenance, alteration, repair, replacement, operation, and removal of City approved Licensee Improvements on the Equipment Sites to utilize its Authorized Spectrum to provide FCC-licensed wireless services, subject to and in accordance with Article 1, Section 3.4. Any use not specifically described herein shall be a prohibited and unauthorized use under Article 1, Section 3.2 below. Licensee may only deploy unlicensed spectrum with the Chief Executive Officer's prior written approval, which approval shall not be conditioned on the payment of any fees, other than those otherwise required in this License; provided however, that in no event shall such approval be conditioned on an increase in the License Fee.

3.2 **Unauthorized Uses.** Licensee acknowledges that any use other than those expressly set forth in Article 1, Subsection 3.1 above are prohibited, and that prior written consent of the Chief Executive Officer is required to modify the use of the Licensed Premises beyond the uses authorized in Article 1, Subsection 3.1. Without limitation to the foregoing, Licensee shall not use the Licensed Premises for any purpose that is not necessary to provide wireless voice/data services licensed by the FCC or is contrary to any City, local, state or federal rules, regulations,

policies or standards that are applicable to use, occupancy, access, or activities within the secured areas of LAX.

3.3 **Access to Licensed Premises.** Throughout the term of this License, Licensee, its agents, servants, employees, and contractors, shall have ground ingress and egress to and from the Licensed Premises. Such access to the Licensed Premises shall be subject to reasonable airfield access control and permitting requirements as may be established by City and temporary blockage or redirection for reasons of Airport security, existing Airport construction, or Airport operational necessity, and shall be further subject to City's leases and agreements with third parties in effect as of the Effective Date. The roadways, access roads, and routes to be used by Licensee's vehicles for ingress and egress from the Licensed Premises authorized in **Exhibit A** may be designated by the Chief Executive Officer, and if so designated, no other route or access road shall be used by Licensee without the prior written consent of the Chief Executive Officer. Licensee's access to the Licensed Premises shall at all times be subject to the terms and requirements set forth in the LAX Airport Security Plan (as required by 14 C.F.R. Part 1542 or its successor regulation) in effect at the time. Licensee shall at all times comply with the security requirements set forth in Article 2, Section 74 of this License.

3.4 **Authorized Spectrum.** Authorized Spectrum is the amount of spectrum in MHz across multiple frequency bands licensed by the FCC and controlled by Licensee in the Los Angeles metropolitan area to include the Airport. Licensee shall notify LAWA of any additions or deletions to the Authorized Spectrum in accordance with any FCC license change.

Section 4. Licensee Improvements.

4.1 For and in consideration of the execution of this License by City, and subject to the provisions contained in Article 1 Section 4.4, and Article 2, Section 57, Licensee, at no cost to City, shall design, construct, install, operate and maintain Licensee Improvements upon or within the Licensed Premises. The cost of Licensee Improvements includes but is not limited to the costs and expenses, direct and indirect, associated with the construction, installation and operation of the Equipment Sites and other equipment and materials within the Licensed Premises, all costs associated with inspection, design and engineering and other professional or consultant services, permitting and inspection fees, project financing, utility relocation and upgrading, and environmental impact reports.

4.2 While installing common infrastructure such as conduits and fiber optic cables, Licensee will consider and make good faith efforts to accommodate commercially reasonable requests by City to install extra common infrastructure at no cost to LAWA to accommodate LAWA's needs to use such extra infrastructure that are identified by LAWA at the time of NTP for a Zone.

4.3 To minimize the amount of new infrastructure required to be constructed, LAWA will consider and make good faith efforts to accommodate Licensee's commercially reasonable requests to utilize existing infrastructure within LAX to deploy its Licensee Improvements.

4.4 Licensee expressly agrees to pay for all Licensee Improvements as provided in Section 4.1. Without limiting the foregoing, if any Licensee Improvements cause any authority

having jurisdiction to require upgrades or repairs for compliance with safety or security laws, regulations or applicable engineering practices, to areas or facilities inside or adjacent to an Equipment Site, then Licensee shall be solely responsible for the cost of such upgrades or repairs. If such upgrades or repairs are performed by City, then Licensee shall pay for the actual cost of such upgrades or repairs, plus an administrative fee of fifteen percent (15%).

4.5 **Compliance.** In the construction of Licensee Improvements, Licensee will comply with LAWA's Design and Construction Handbook and all applicable federal, state and local laws. City may update the Design and Construction Handbook from time to time as required to reasonably address the current state of the technology, so long as such updates do not materially change Licensee's rights under this License. Licensee will post on-site information identifying the equipment and its power ratings at its Equipment Sites, Macro Sites or in a Zone.

4.5.1 Construction work performed on Licensee Improvements may require payment of prevailing wages, and Licensee is obligated to make that determination. Licensee shall be bound by and comply with applicable provisions of the California Labor Code and federal, state, and local laws related to labor. Licensee shall indemnify and pay or reimburse City for any damages, penalties or fines and interest (including, but not limited to, attorney's fees and costs of litigation) that City incurs, or pays, as a result of noncompliance with applicable prevailing wage laws in connection with Licensee Improvements.

4.5.2 Co-incident with the NTP of a Zone or a Macro Site, Licensee or its general contractor may be required to file a performance bond (the "**Performance Bond**") with City on a form to be provided by or approved by City. The amount required for the Performance Bond shall be equal to the agreed upon cost to return the portion of the Licensed Premises occupied by Licensee for such Zone or Macro Site to its preexisting condition as determined by the City during TIAP (as further described in Article 2, Section 57). For any Zone, Macro Site or Equipment Site occupied by more than one (1) Licensee, the amount of the Performance Bond will be prorated equally among all Licensees. The Performance Bond must be issued by a surety that is authorized to issue bonds in California.

4.5.3 Before Licensee performs any work associated with Licensee Improvements in a Zone, Macro Site or Equipment Site, Licensee or its general contractor will be required to file a payment bond (the "**Payment Bond**") with City on a form to be provided by or approved by City. The amount required for the Payment Bond will be fifty percent (50%) of the price of completing all Licensee Improvements in that Zone or Macro Site as submitted to City during TIAP to satisfy claims of material suppliers, mechanics, laborers, and subcontractors employed by Licensee on all such work. The Payment Bond must be issued by a surety that is authorized to issue bonds in California.

4.5.4 Licensee shall comply with FCC guidelines for human exposure to non-ionizing radiation found in Title 47 of the Code of Federal Regulations (FCC rules), Parts 1.1307-1.1310, as updated (or amended).

4.5.5 Antenna structures shall comply with FAA rules for obstruction lighting and marking.

4.5.6 Notwithstanding any other requirements of LAWA and local building and/or permitting authorities, all outdoor antenna support structures shall comply with the Telecommunications Industry Association Standard TIA-222-G, most recent edition as applicable.

4.6 **Joint Cell Communications Project.** Licensee is directed to cooperate with other licensees to jointly fund and execute design, construction and operation of shared Equipment Sites, Macro Sites and Distributed Antenna Systems (DAS) or related common equipment/infrastructure to be located on the Licensed Premises pursuant to the terms and conditions of letters dated December 15, 2016 and May 25, 2017 to Licensee from LAWA and incorporated herein by this reference and attached as **Exhibit N.** Such structures and facilities shall constitute Licensee Improvements as defined herein. The terms and conditions of the sharing of costs and liability for such design, construction and operation shall be set forth in a separate contract or contracts among the applicable wireless communications companies. While such contract or contracts are neither part of, nor incorporated in, this License, such contracts must in all respects comply with the terms and conditions set forth herein and in accordance to Article 2, Section 57. Prior to seeking approval for Licensee Improvements for shared Equipment Sites, Macro Sites or DAS, Licensee shall demonstrate to City's reasonable satisfaction that it has cooperated with other wireless communications companies and that all such wireless communications companies desiring to occupy Equipment Sites, Macro Sites or DAS within the applicable Zone or on the Licensed Premises will be accommodated within the Licensed Premises. In no event may Licensee by contract or actual practice exclude a wireless communications company which has timely notified Licensee of its desire to occupy Equipment Sites, Macro Sites or DAS within the applicable Zone or on the Licensed Premises provided, however, to the extent it seeks to use any Licensee Improvements or space occupied by Licensee in the Licensed Premises, any such company must be solvent and in good financial standing, have a valid license issued by the FCC granting it the right to provide wireless service in the geographic area in which the Licensed Premises are located, and subject to (w) payment of a proportionate cost of the shared Licensee Improvements, (x) sufficient capacity of the shared Licensee Improvements, (y) no adverse technical interference with the Licensee's use of the shared Licensee Improvements, and (z) such additional company agreeing to become a party to a license agreement with the City and such other agreement(s) as may be required of all Licensees under this Section 4.5.

Section 5. Payments to City.

For each Zone or Macro Site that is established, Licensee shall pay City Space Rent and a License Fee, as described below.

5.1 **Space Rent.** Licensee shall pay the Space Rent each month for each Equipment Site, starting on the Space Rent Commencement Date. The Space Rent is subject to an annual automatic escalator of three percent (3%) as set forth in **Exhibit B.**

5.2 **License Fee.** Commencing upon the License Fee Commencement Date, Licensee shall be subject to a monthly License Fee, which shall be subject to an annual automatic

adjustment of three percent (3%) as set forth in Exhibit B. The License Fee Commencement Date will be documented by Licensee sending a notice letter to City.

5.3 **Costs for Remediation of Harmful Radio Interference.** Licensee shall pay, in proportion to the share of Harmful Radio Interference caused by its operations, for all costs associated with remediation of such Harmful Radio Interference at any Macro Site or Zone, including interference studies, field tests, or other reasonably necessary activities of City directly related to the resolution of Harmful Radio Interference to the City's radio signals as determined to be caused by Licensee's operations.

5.4 **Additional Costs.** Licensee shall pay all applicable federal, state and municipal taxes, including property taxes and possessory interest taxes assessed and attributable to the portion of the Licensed Premises occupied by Licensee.

Section 6. Utility Services.

6.1 Licensee, at locations where submetering is deemed commercially practicable by City, shall install, at City's request, electrical sub meters, in accordance with applicable law, for monitoring electrical usage at such locations. Any such sub-meter shall be fully digital and display the kilowatt-hour/demand, as approved by City. Licensee shall be responsible for all utility services in connection with its Licensee Improvements in the Licensed Premises. All charges for water, gas, heat, light, power, telephone, and any other utility service used by Licensee in connection with its occupancy of the Licensed Premises, including deposits, connection fees, or charges and meter installation rentals required by the supplier of any such utility service, and the costs of all equipment and improvements necessary for connecting the Licensee Improvements to such utility service facilities, shall be paid by Licensee. Licensee shall pay for its electrical usage as follows: (a) as further described below, Licensee shall submit payments for submetered electricity to City on a monthly basis according to the then-current rate per kilowatt-hour, as invoiced by City or (b) for Equipment Sites anticipated to have low electrical usage or for which City determines submetering is not commercially practicable, City and Licensee will agree on an annual estimated electrical usage (the "Estimated Utilities") for such site based on the design engineer's projected actual usage by the equipment being deployed at the Equipment Site at the time the NTP is issued for the applicable Zone or Macro Site. Such Estimated Utilities will be billed by City on a monthly basis, and based on the then-current rate per kilowatt-hour, and, within 30 days of receipt of an invoice from City, Licensee will pay City an annual utility fee in advance for such Estimated Utilities based for the agreed upon usage at the per kilowatt hour rate in effect as of January 1 of the year. All payments made by Licensee for utility usage shall include a fifteen percent (15%) administrative fee.

6.2 Licensee shall not connect to any water, gas, electrical, sewer line or other utility lines while on Airport property without the written permission of the Chief Executive Officer.

6.3 City may, at City's own expense, install, maintain, and repair utilities under, over, through or in any part of the Licensed Premises and Licensee shall not be entitled to payment or abatement of rent or any other compensation in connection with any such installation, maintenance and/or repair. If City installs, maintains, or repairs utilities under, over, through or

in any part of the Licensed Premises and City damages the Licensee Improvements during such utility work, then City shall repair the damage caused by City. Furthermore, City will make all reasonable efforts during the installation, maintenance, and/or repair not to create a materially adverse effect on Licensee's on-going business concern and shall perform all such work at times with Licensee's prior approval which shall not be unreasonably withheld (provided that in the event of Emergency, such prior approval shall not be required). Licensee waives any and all claims against City for compensation for any and all loss or damage sustained by reason of any defect, deficiency, or impairment of any water supply system, drainage or sewer system, gas supply system (if provided), telephone system, electrical supply system, or electrical apparatus or wires serving the Licensed Premises, with the exception for claims against City for compensation for loss or damage directly resulting from installation, maintenance and/or repair performed by City.

Section 7. Notices.

7.1 Written notices to City hereunder shall be given in the manner specified in Section 7.4 to the Chief Executive Officer with a copy to the City Attorney of the City of Los Angeles and addressed to said parties at:

**Deputy Executive Director
Commercial Development Group
Department of Airports
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**

and via electronic mail to CDG-Tenant-Notices@lawa.org or to such other address as these parties may designate by written notice to Licensee.

7.2 Written notices to Licensee hereunder shall be given in the manner specified in Section 7.4 to:

**Los Angeles SMSA Limited Partnership
d/b/a Verizon Wireless
180 Washington Valley Road
Bedminster, New Jersey 07921
Attention: Network Real Estate
Site: LAX DAS**

**Los Angeles SMSA Limited Partnership
d/b/a Verizon Wireless
15505 Sand Canyon Avenue
Irvine, CA 92618
Attention: Legal Department
Site: LAX DAS**

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 to Licensee as if it were executed by Board or by Resolution or Order of said Board, and Licensee shall not question the authority of the Chief Executive Officer to execute any such notice.

7.4 All such notices, except as otherwise provided herein, may either be delivered personally to the Chief Executive Officer or to the Office of the City Attorney, Airport Division,

or to Licensee, as the case may be, 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) business days after deposit in the mail. Such notices also may 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 to such courier.

Section 8. Rules Regarding Telecommunications Equipment Use.

8.1 General.

8.1.1 Licensee agrees to submit to City a complete list of equipment installed in the Licensed Premises, including the following information: equipment model and quantity, IT room number, rack/cabinet number, rack/cabinet position, power usage and in-service date. Licensee shall keep the list current and updated. The installed equipment shall match the list submitted.

8.1.2 In addition to the restrictions and regulations set forth in this License, Licensee shall adhere to all duly promulgated rules, regulations, standards or directives by City or LAWA. Chief Executive Officer reserves the right to issue additional rules regarding the use of telecommunications equipment or access to the Licensed Premises. Licensee shall be solely responsible for fully complying with any and all 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 use of telecommunications equipment. Notwithstanding the foregoing, Licensee's compliance obligations under this License concerning rules, regulations, standards and directives by City or LAWA shall be consistent with those rules, regulations, standards and directives that are applicable to all tenants of the Airport as they relate to similar facilities and enforced against such tenants in a uniform and non-discriminatory manner.

8.2 **Underutilized Premises.** If the Chief Executive Officer determines that any portion of an Equipment Site is not being utilized, and is not likely to become fully utilized within one (1) year, when directed by the Chief Executive Officer, Licensee is obliged to enter good faith negotiations with City for City's use of portions of such Equipment Site.

Section 9. Disclosure of Hazardous Substances.

9.1 City hereby notifies Licensee that petroleum products, Asbestos Containing Material ("ACM") (including, but not limited to, building materials such as floor tile, mastic, roofing, and joint compound), Lead Based Paint ("LBP"), Possible Mercury-Containing Switches and Fluorescent Tubes, and Possible PCB-Containing Materials (including but not limited to fluorescent light ballast and electrical transformers ("Possible PCB")) may be present in structures and materials on the Licensed Premises.

NOTICE IS HEREBY GIVEN TO LICENSEE THAT ACM MAY BE PRESENT IN NUMEROUS STRUCTURES AND MATERIALS IN THE LICENSED PREMISES. ACM MAY BE PRESENT IN SOME BUILDING MATERIALS INCLUDING FLOOR TILE, MASTIC, ROOFING, JOINT COMPOUND AND OTHER VARIOUS

MATERIALS. ACM IS REQUIRED BY THE SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT RULE 1403. TO BE REMOVED PRIOR TO DEMOLITION, IF ANY;

NOTICE IS HEREBY GIVEN TO LICENSEE THAT LBP MAY BE PRESENT IN VARIOUS STRUCTURES IN THE LICENSED PREMISES INCLUDING WALLS, DOOR AND DOOR COMPONENTS, RAILINGS, TANKS, FLOORS, WINDOW SASHES AND OTHER PAINTED SURFACES.

NOTICE IS FURTHER GIVEN TO LICENSEE THAT IF ANY LBP WILL BE DISTURBED, THERE ARE OSHA AND CAL-OSHA REGULATIONS FOR WORKERS DISTURBING LBP THAT MUST BE FOLLOWED, AND THE WASTE STREAM MUST BE TESTED TO DETERMINE IF IT HAS TO BE DISPOSED OF AS RCRA HAZARDOUS WASTE, CALIFORNIA HAZARDOUS WASTE, OR CAN BE DISPOSED OF AS CONSTRUCTION DEBRIS. SEE CAL-OSHA CONSTRUCTION LEAD STANDARD (8 CCR 1532.1).

NOTICE IS FURTHER GIVEN TO LICENSEE THAT POSSIBLE MERCURY CONTAINING SWITCHES AND FLUORESCENT TUBES MAY BE PRESENT IN THE LICENSED PREMISES. PRIOR TO ANY DEMOLITION OF ANY STRUCTURES AT THE LICENSED PREMISES, ANY ACTUAL MERCURY-CONTAINING SWITCHES AND FLUORESCENT TUBES MUST BE REMOVED AND MANAGED FOLLOWING THE REQUIREMENTS OF THE HAZARDOUS WASTE CONTROL ACT AND THE TOXIC SUBSTANCES CONTROL ACT.

NOTICE IS FURTHER GIVEN THAT POSSIBLE PCB-CONTAINING MATERIALS MAY BE PRESENT IN THE LICENSED PREMISES. SUSPECTED PCB-CONTAINING MATERIALS MAY INCLUDE BUT NOT BE LIMITED TO FLOURESCENT LIGHT BALLASTS AND ELECTRICAL TRANSFORMERS. PRIOR TO ANY DEMOLITION IN THE LICENSED PREMISES, ACTUAL PCB-CONTAINING MATERIALS MUST BE REMOVED AND MANAGED FOLLOWING THE REQUIREMENTS OF THE UNIVERSAL WASTE RULE.

9.2 General Release and Waiver by Licensee. Licensee on behalf of itself and its successors and assigns releases City from and waives any and all claims of any nature whatsoever, whether direct or indirect, known or unknown, foreseen or unforeseen, arising from or related to petrochemicals, ACM, LBP, actual Mercury-fluorescent tubes and switches, and actual PCB-containing materials in the Licensed Premises. Licensee acknowledges and agrees that it has been advised by legal counsel in California and is familiar with the provisions of California Civil Code Section 1542, which provides as follows:

“A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER, MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.”

The provisions of this section shall survive the expiration or earlier termination of this License.

Section 10. Radio Interference. Licensee shall install, operate and maintain its Licensee Improvements so as to not interfere with other licensees, airport tenants, public safety or airport operations receivers. To help achieve this goal, Licensee shall comply with the following:

10.1 Compliance with Government Regulations. Licensee agrees to comply with all government regulations regarding radio frequency interference, including, but not limited to regulations and standards published by the FCC and FAA.

10.2 Harmful Radio Interference Study. Licensee agrees, prior to commencing commercial operations in the Licensed Premises, to furnish City with a study to determine if any Harmful Radio Interference is being caused by Licensee Improvements.

10.3 Maintenance. Licensee shall maintain and repair its Licensee Improvements to comply with FCC and FAA rules and to prevent Harmful Radio Interference.

10.4 Changes and Additions to Facilities. City will designate a site manager to be the primary contact for all technical matters. Licensee shall notify the site manager of any changes or additions to transmit and receive frequencies, transmitter output power, antenna configurations, and effective radiated power before making new installations or modifications to existing installations.

10.5 Licensee Cooperation. City encourages Licensees and other airport tenants to resolve potential or real interference problems among themselves. Licensee agrees to cooperate fully with City and other tenants to diagnose and correct interference problems. Such cooperation may require Licensee to temporarily reduce or shut down transmit power to help diagnose problems.

10.6 Additional Studies. When City, based on reasonable inquiry and evaluation, becomes aware of potential Harmful Radio Interference caused directly or indirectly, wholly or partially, by Licensee's equipment or operations, City may require Licensee, after giving Licensee notice and a reasonable opportunity to cure any such potential Harmful Radio Interference, to conduct an interference study, to include radio frequency measurements. The purpose of this interference study is to identify the problem or show that the potential problem is not caused directly or indirectly, wholly or partially by Licensee's equipment or operations.

10.7 Interference Mitigation. When necessary to correct Harmful Radio Interference problems, as determined by City in City's reasonable discretion, Licensee agrees, at Licensee's expense, to implement necessary measures in order to eliminate or mitigate the Harmful Interference.

10.8 Enforcement. If the Licensee Improvements cause Harmful Radio Interference, as determined by the City in City's reasonable discretion, and if the interference is not eliminated within ten (10) days after written notice from City by way of the procedures agreed to under Section 10.7, then City may, at Licensee's expense, terminate said interference by any means City deems appropriate. City will use reasonable efforts to obtain similar provisions regarding the

prevention and elimination of interference in any new license or lease entered into by City with future licensees and other Airport tenants.

Section 11. Minimum Financial Obligation. Licensee expressly agrees to pay all costs and expenses, direct and indirect, associated with any and all improvements that may be designed or constructed hereunder, including but not limited to all costs associated with inspection, architectural, design and engineering and other professional or consultant services, permitting and inspection fees, project financing, utility relocation and upgrading, environmental impact reports, landscaping, and other costs related to any and all improvements that may be designed or constructed hereunder.

ARTICLE 2. STANDARD TERMS AND PROVISIONS

Revised 06-11-14

Sections 1-50 Omitted.

Section 51. Limitations on Use of Licensed Premises.

51.1 Licensee shall not use the Licensed Premises, nor any portion thereof, for any purpose other than that set forth 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.

51.2 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 Licensed Premises herein licensed. 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 the 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 Licensed Premises which may result from noise emanating from the operation of aircraft to, from, or upon Airport.

51.3 Licensee, by accepting this License, agrees for itself and its successors and assigns that it will not make use of the Licensed Premises in any manner which might interfere with the landing and taking off of aircraft from Airport or otherwise constitute a hazard to such operations. Licensee agrees that its use of the Licensed Premises and the radiation, transmissions and all other emissions caused by the same, shall not, in any way, interfere with either the radio transmissions by, or to, aircraft or ground-based vehicles operating on or around the Airport or the radio transmissions by, or to, air traffic control or any other person or entity, including but not limited to an airline operations center's transmissions to or from the airline's personnel, whether situated on the ground or in the air. Licensee further agrees that its use of the Licensed Premises and the radiation, transmissions and all other emissions caused by the same, shall not, in any way, interfere with the navigational systems of aircraft and ground vehicles operating on or around the Airport including, but not limited to Instrument Landing Systems ("ILS"), a VHF omnidirectional range systems ("VOR") Global Positioning Systems ("GPS"), Wide Area Augmentation System ("WAAS"), distance measuring equipment systems ("DME") or Automatic Dependent

Surveillance – Broadcast (“ADS-B”) and shall not interfere with any system utilized on the Airport for monitoring aircraft or ground vehicles, including but not limited to surface monitoring radar (“SMR”), Vehicle Movement Area Transponders (“VMAT”), and/or Automatic Dependent Surveillance – Broadcast (“ADS-B”). In the event that Licensee interferes with any navigational systems as described above, City reserves the right to enter upon an Equipment Site and abate such interference at the expense of Licensee.

51.4 In the event any Licensee Improvements cause interference as described in Subsection 51.3, and after City has notified Licensee in writing of such interference, Licensee shall take all commercially reasonable steps necessary to correct and eliminate the interference, including but not limited to, at Licensee’s option, powering down such equipment and later powering up such equipment for intermittent testing. Upon request of City, Licensee shall not perform any intermittent testing without a representative of City on site to monitor said testing. If Licensee does not repair an interference problem within sixty (60) days of such notice, City shall have the right to require Licensee to cease any operations suspected by City of causing the interference until such time as the interference can be cured. Provided, however, in the event of an Emergency, City shall have the right to require Licensee to cease immediately any operations suspected by City of causing the interference. Notwithstanding anything to the contrary contained herein, License Fee and Space Rent shall continue to be due in full as during the term of this License, including any applicable escalations, should Licensee continue to make use of the Licensed Premises, unless City exercises its rights to terminate this License as provided herein.

51.5 Licensee shall conduct its operations, and cause its employees and contractors to conduct their operations, on the Licensed Premises 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 adjoining an Equipment Site at Airport, including, but not limited to, the emanation from an Equipment Site of noise, vibration, movements of air, fumes, and odors.

51.6 **Use of Unlicensed Bands.** Except as described below, 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 FCC then-unlicensed frequency bands (which as of the Effective Date include, but are not limited to 902-928 MHz, 1920-1930 MHz, 2.4-2.4835 GHz, 3.55-3.7 GHz, 5.15-5.35 GHz, 5.470-5.825 GHz, 5.725-5.925 GHz), without first obtaining approval from the Chief Executive Officer. Licensee has no rights under this License to install or use any antennas or telecommunications equipment on the roof or exterior of any building or structure on the Licensed Premises, 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 may be modified from time to time at the sole discretion of the Chief Executive Officer. Licensee may not license or lease to others the right to install or use antennas or other telecommunications equipment on the Licensed Premises.

Section 52. Payments.

52.1 **Delivery of Payments.** Licensee shall make payments due hereunder to City on or before the first day of each calendar month of the Term. In the event the License Fee

Commencement Date, Space Rent Commencement Date or License Expiration Date of this License fall on any date other than the first day of a calendar month, the applicable License Fee and/or Space Rent for that month shall be calculated pro rata according to the number of days during which the Licensed Premises, or any part of same, were occupied by Licensee during said month. All payments shall include the contract number, which is stamped on the first page of this License, on each payment check and the remittance advice attached to the invoice, if any, delivered to Licensee by City. Licensee may make electronic payments to City.

52.2 All payments shall be mailed to the following address:

**City of Los Angeles
Los Angeles World Airports
P.O. Box 54078
Los Angeles, CA 90054-0078**

or wired to City pursuant to the wiring instructions attached as **Exhibit O**.

52.3 City may, from time to time, designate another address to which payments shall be made and will provide at least thirty (30) days' advance written notice of such address change. Invoices for License Fee and Space Rent, may be sent by City to Licensee as a courtesy, and receipt of such invoice shall not be a condition prior to payments.

Section 53. Liquidated Damages for Delinquent Payment.

53.1 Payment of rentals, fees, and charges shall be delinquent if not received by City within ten (10) business days following the due date. Without waiving any rights available under this License or by law, in the event of delinquent payments, Licensee recognizes that City will incur certain expenses, the amount of which is difficult to ascertain. Therefore, in addition to payment(s) owing, Licensee agrees to pay the liquidated damages set forth below to compensate City for all expenses and/or damages and loss resulting from said delinquent payments by Licensee.

53.2 The liquidated damages for delinquent payments shall be assessed each month at a rate of 1 percent interest (i.e., equivalent to 12% per annum compounded monthly) on the Average Daily Balance (as defined herein) of the unpaid amount. "Average Daily Balance" shall mean the sum of Licensee's unpaid balance on each day of the monthly billing cycle divided by the number of days in the monthly billing cycle. City may draw such delinquent payments from the Faithful Performance Guarantee required pursuant to Article 2, Section 56 Faithful Performance Guarantee, herein. FPG draw shall apply first to unpaid liquidated damages, then to remaining delinquent balances. Delinquent balance remaining after FPG draw shall continue to be assessed liquidated damages pursuant to this Section 53.2.

Section 54. Reports. Licensee shall report promptly to City when Licensee's cellular network service at the Airport experiences a significant customer impacting outage, which report may be delivered in the form of an automated email from Licensee's operation support system. Licensee shall also report to City when the customer impacting outage is resolved. Such outage reports are for the City's information only and any purported failure to provide such a report will not be an event of default under this License. Licensee shall provide City with contact information

for City to report significant service outages that City becomes aware of to Licensee's network operation center. City may, at its discretion require Licensee to provide a quarterly report to City setting out a summary of (1) customer impacting faults and alarms and their resolution; (2) carrier interference resolutions; and (3) any changes to frequency utilizations. City reserves the right to request additional reports from Licensee if required for public safety and regulatory reasons.

Section 55. Audits. City may, at its sole discretion and with reasonable notice to Licensee, require Licensee to provide access to records and other information necessary to perform an audit of rental, fees, other charges paid and payable to City, and any required information for payments by City to Licensee. City shall have the right to access such records and information for five (5) years past the end of the fiscal year in which they were generated and up to five (5) years past the expiration or early termination of this License. Licensee shall retain all records and other information necessary to perform an audit as described above for a minimum of five (5) years.

Section 56. Faithful Performance Guarantee.

56.1 In addition to any other payments required by this License, Licensee shall deposit with City a Faithful Performance Guarantee ("FPG"). The amount of the FPG shall be equal to two (2) times the monthly License Fee for seven (7) Zones as of the Effective Date. If all or any part of the FPG is used to pay a delinquent account as set forth in Article 2, Section 53.2, Liquidated Damages for Delinquent Payment herein, Licensee shall, within sixty (60) days after draw down, replenish said FPG so that the FPG equals two (2) times the monthly License Fee for seven (7) Zones as of the Effective Date.

56.2 The FPG shall be in the form of an irrevocable letter of credit. Letters of Credit shall be self-renewing from year-to-year and shall remain in full force and effect for a minimum period of ninety (90) days following termination or cancellation of the License. However, the irrevocable letter of credit may be subject to termination upon sixty (60) days written notice (subject to Subsection 56.5), provided that, Licensee shall first give City notice in writing of its intent to terminate the irrevocable letter of credit and provide a replacement irrevocable letter of credit to City so that there is no lapse in coverage. The FPG must be approved as to form by the City Attorney.

56.3 Licensee shall furnish one original and one copy of such FPG prior to the Effective Date. If, for any reason, said FPG is not provided by Licensee and/or is not thereafter maintained in sufficient amount throughout the term hereof, or replenished within sixty (60) days of drawdown, City, subject to the notice requirements of Article 2, Subsection 70.1.2, may terminate this License at any time upon giving Licensee a thirty (30) day advance written notice. 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 FPG following such expiration or earlier termination and satisfaction of all obligations to City within sixty (60) days of that determination. The FPG shall be submitted to:

**Los Angeles World Airports
Attn: Accounting/Revenue FPG Administrator
P.O. Box 92216
Los Angeles, CA 90009-2216**

Section 57. Improvements and Alterations.

57.1 Licensee Improvements.

57.1.1 Prior to the construction of any Licensee Improvements, Licensee shall obtain approval from City through its Tenant Improvement Approval Process (TIAP). Licensee shall submit to City for concept approval the preliminary plans and estimated construction cost for such Licensee Improvements. Said approval, subject to the conditions set forth herein, shall be given in a reasonably timely manner. Upon approval by the Chief Executive Officer of Licensee's preliminary plans for Licensee Improvements, Licensee shall prepare working drawings and specifications which shall be true and correct developments of the preliminary plans so approved. Licensee shall then submit a written request for construction approval and a minimum of five (5) complete sets of said approved working drawings and copies of the specifications to City for written approval by the Chief Executive Officer. The Chief Executive Officer's written approval and any conditions acknowledged and accepted by Licensee in writing related to the construction of Licensee Improvements shall become a part of the License as though fully set forth herein once the document is fully executed by both Parties. Upon receipt of the Chief Executive Officer's NTP, Licensee shall cause the construction called for by the approved working drawings and specifications to be commenced and completed promptly. No substantial changes, additions, or alterations shall be made in said working drawings or specifications, or in the construction called for thereby, without first obtaining the Chief Executive Officer's approval in writing. As required by TIAP and upon completion of Licensee Improvements approved by City, Licensee shall furnish to City, at no charge, three complete sets of "record" drawings, and one complete set in Computer Aided Design ("CAD") format which complies with the then current LAWA CAD standards. These drawings must include any applicable permit numbers, the structural and other Licensee Improvements, and the location and details of installation of all equipment, utility lines, heating, ventilating, and air-conditioning ducts and related matters. Licensee shall keep said drawings current by updating them in order to reflect any changes or modifications which may be made by Licensee in or to the Licensee Improvements.

57.1.2 Any conditions, restrictions, or limitations placed upon the approval of Licensee Improvements by the Chief Executive Officer pursuant to Section 57.1.1 shall be conditions of this License as though fully set forth herein once the document is fully executed by both Parties. Licensee shall hold City harmless from liability with respect to any claims regarding any improvements, additions, or alterations made thereto.

57.1.3 As required by TIAP, for each and every construction or alteration project undertaken on the Licensed Premises, Licensee shall prepare a final construction report. This report shall contain the following elements: (1) type of improvement constructed or altered; (2) floor area or capacity of improvement constructed or altered; (3) total cost of construction or alteration including a detailed cost breakdown, excluding original equipment manufacturer costs; (4) completion date for construction or alteration; and (5) a copy of the certificate of occupancy. The construction report shall be delivered to City at the address provided in the Notices Section of the License no later than sixty (60) days following completion, and applicable permitting approvals of the construction or alteration.

57.1.4 Licensee shall also keep the portion of the Licensed Premises occupied by Licensee and any Licensee Improvements constructed thereon free and clear of liens for labor and material expended by or for Licensee or on its behalf in accordance with Article 2, Section 58 Liens, herein.

57.1.5 Licensee agrees to comply with the notification and review requirements set forth in Part 77 of the Federal Aviation Regulations (Title 14 Code of Federal Regulations, Part 77) in the event any future Licensee Improvements are planned, or in the event of any planned modification or alteration of any present or future Licensee Improvements situated on the Licensed Premises. Licensee shall not make any Licensee Improvements for which the FAA has issued a Notice of Presumed Hazard or a Determination of Hazard.

57.1.6 Licensee agrees that it will not erect on the Licensed Premises nor permit on any portion of the Premises occupied by Licensee the erection of any structure or object nor permit the growth of any tree on the portion of the Licensed Premises occupied by Licensee above the mean sea level elevation obstruction contours shown on the contour drawings on file with City, if applicable. In the event the aforesaid covenants are breached, City reserves the right to enter upon the Licensed Premises and to remove the offending structure or object and cut the offending tree, all of which shall be at the expense of Licensee.

57.1.7 Before any work is performed under this License, as described in the aforementioned subsection 57.1.1, Licensee or its general contractor as applicable, shall file Payment and Performance Bonds with City. All required Payment and Performance Bonds must be approved by City before any work commences.

57.1.8 Upon request by City, Licensee shall be responsible for the decommissioning and safe removal of Licensee Improvements on the Licensed Premises at the expiration of License.

57.2 Improvements by City.

57.2.1 City reserves the right to further develop or improve the landing area of Airport or any other portion of the Airport, as it sees fit, regardless of the desires or view of Licensee, and without interference or hindrance from Licensee. If any such development or improvement interferes substantially with Licensee's use and occupancy of the Licensed Premises, Licensee shall be entitled to an appropriate reduction in rent or termination of this License, with respect to any Equipment Site that is interfered with by the development or improvement.

57.2.2 City reserves the right, but shall not be obligated to Licensee, to maintain and keep in repair the landing area of the Airport and all publicly-owned facilities of the Airport, together with the right to direct and control all activities of Licensee in this regard.

57.2.3 Licensee acknowledges that City retains the right without compensation to Licensee to install or use antennas or telecommunications equipment on the roof or exterior of any building or structure on the Licensed Premises (and the right to install and attach cables, wires and conduits on, over or under the Licensed Premises), or to permit or license others to do so. City agrees to install such antennas and/or telecommunications equipment in such a manner that will not cause a loss of water-tightness in the roof or wall structures or their related components. The

right to install or use said antennas or telecommunications equipment shall not include the right to penetrate fully through roof or wall structures occupied by Licensee without first obtaining approval of Licensee, which approval may not be unreasonably withheld. City further agrees to repair any damage caused by City's installation of antennas or telecommunications equipment on the roof or exterior of any building or structure on the Licensed Premises. City will make best efforts not to (i) interfere with the use of the Licensee Improvements, as described herein, during the installation or maintenance of such antennas and/or telecommunications equipment or (ii) interfere with or impede Licensee's existing use of the Licensee Improvements.

Section 58. Liens. During the term of this License, the fee interest in the real property underlying the Licensed Premises shall not be used as security for any loans or mortgages or otherwise have any liens placed upon it. Additionally, Licensee shall not cause any liens or other encumbrances on any City-owned improvements on the Licensed Premises. By way of specification and without limitation, Licensee shall keep the Licensed Premises free from any liens arising out of any work performed, materials furnished, or obligations incurred by or for Licensee and shall indemnify, hold harmless and defend City from any liens and encumbrances arising out of any work performed or materials furnished by or at the request of Licensee. In the event that Licensee does not, within thirty (30) calendar days following the imposition of any such lien, cause such lien to be released of record by payment or posting of a proper bond, City shall have, in addition to all other remedies provided herein and by law, the right, but not the obligation to cause, upon ten (10) business days prior written notice to Licensee, the same to be released by such means as it shall deem proper, including payment in satisfaction of the claim giving rise to such lien. All such sums paid by City and all expenses incurred by it in connection therewith, including costs, attorney's fees, and a fifteen percent (15%) administrative fee, shall be paid by Licensee to City on demand. Nothing in this Section shall be construed to limit any rights of Licensee to use this License as security for any loans to the extent that such use is permitted under this License. Nothing in this Section shall be construed to place any obligations upon Licensee with respect to liens, loans, or mortgages placed upon the Licensed Premises by City, its Department of Airports, its Board, City officers, agents, or employees.

Section 59. Modification to Size of Licensed Premises.

59.1 **Damage to or Destruction of Improvements.** If, during the term of this License, any buildings, structures, or improvements on the Equipment Sites or Licensee Improvements are partially or totally destroyed from a risk covered by the insurance described in Article 2, Section 64, Insurance, herein, thereby rendering said Equipment Site or Licensee Improvements partially or totally inaccessible or unusable, Licensee must restore such Equipment Sites or Licensee Improvements to substantially the same condition as they were immediately before destruction.

59.2 If, during the term of this License, any Licensee Improvements on the Licensed Premises are partially or totally destroyed from a risk not covered by the fire and extended coverage insurance described in the Insurance, Exhibit E, herein, thereby rendering said Licensee Improvements totally inaccessible or unusable, such destruction shall not automatically terminate this License. If, however, the cost of restoration exceeds ten percent (10%) of the full replacement value of such Licensee Improvements, as said value existed immediately before said destruction, Licensee may, at Licensee's option, terminate this License by giving written notice to City within sixty (60) days from the date of destruction. If Licensee elects to terminate as above provided,

Licensee shall be obligated, unless otherwise directed by City, to demolish all damaged Licensee Improvements and remove all debris from the Equipment Site at Licensee's sole cost. If Licensee fails to exercise its right to terminate this License, this License shall continue in full force and effect for the remainder of the term specified herein and Licensee shall restore the Equipment Site to substantially the same condition it was in immediately before destruction.

Section 60. Ownership of Improvements.

60.1 During the term of this License, title to all Licensee Improvements shall remain in Licensee. Upon the termination of this License, said Licensee Improvements, other than machines, equipment, trade fixtures, and similar installations of a type commonly removed without structural damage to the Licensed Premises, shall become a part of the land upon which they are constructed, or of the building to which they are affixed, and title thereto shall thereupon vest in City, unless City requests Licensee to remove some or all of said Licensee Improvements. If so requested, Licensee shall, within ninety (90) days, or such sooner time as the Chief Executive Officer may require in the case of Emergency, remove said items (with the exception of cables, fiber and conduits in the ceilings) at Licensee's sole cost and expense, including full remediation and restoration of the Licensed Premises pursuant to Article 2, Section 57, herein. In the event the removal of any fixture damages any part of the Licensed Premises, Licensee shall repair such damage and restore the Licensed Premises to as good condition as the same was in prior to said damage, reasonable wear and tear excepted, as may be required and approved by City.

Section 61. Signs.

61.1 No identification signs pertaining to Licensee's operations shall be installed or placed in or on the Licensed Premises or Airport until Licensee has submitted to the Chief Executive Officer drawings, sketches, design dimensions, and type and character of such identification signs proposed to be placed thereon or therein and has received written approval from the Chief Executive Officer. The Chief Executive Officer's written approval and any conditions related to the subject signs shall become a part of the License as though fully set forth herein once the document is fully executed by both Parties.

61.2 Other than approved identification signs, Licensee shall not, at any time, under any circumstances, install, place, or maintain any type of advertising, on the Licensed Premises.

Section 62. Maintenance and Repair of Licensed Premises. Except as otherwise expressly stated in this License and in accordance with Exhibit D, Licensee, solely at its own cost and expense, shall keep and maintain all Equipment Sites and all Licensee Improvements in good repair and working order, reasonable wear and tear excepted, and in a clean, properly maintained, and safe condition. All maintenance, repairs, and replacements shall be in accordance with applicable prevailing industry maintenance standards; maintenance requirements which City may develop; and all manufacturers' recommendations, warranties and guarantees, and shall be in compliance with all federal, state, and local government rules and regulations. Licensee shall keep

the Equipment Sites and Licensee Improvements, at all times, free and clear of weeds, wastepaper, discarded plastic, graffiti, discarded pallets, and all other trash and debris of any kind.

62.1 **Maintenance and Repair by Licensee.** At Licensee's expense, Licensee shall maintain and make all repairs to the Licensee Improvements as and when needed to preserve them in good working order and good and safe condition. Notwithstanding the foregoing, all damage to the Airport or to the Licensed Premises, in each case requiring structural repairs or requiring repairs that affect the Airport systems, and all damage or injury to any Airport system, caused by or resulting from the negligence of Licensee, its servants, employees, agents, subcontractors, customers, invitees, permittees or licensees shall be repaired by Licensee, provided that City may in its sole discretion perform such repairs. In any case, all repairs shall be at Licensee's sole expense. All damage or injury to the Airport, the Licensed Premises or its fixtures, equipment and appurtenances therein or thereto caused by Licensee's removal of Licensee Improvements shall be repaired to its condition existing before the damage or injury, or restored or replaced promptly by Licensee or at its expense. Licensee will at all times keep all Equipment Sites and Licensee Improvements free and clear of wastepaper, discarded plastic, graffiti, and all other trash and debris of any kind. Licensee shall ensure that the rooftop or upper level parking structure areas drain properly so that water does not pond and drains are not blocked due to Licensee's use of any Equipment Site or Licensee Improvements thereon. Upon the termination of this License, Licensee shall leave the Licensed Premises in good order and in the condition required by the provisions of this License.

62.2 If Licensee fails to so maintain or repair the Licensed Premises as set forth herein, City may serve a "Notice to Cure" upon Licensee. Said Notice to cure shall prescribe the work to be accomplished by Licensee in order to correct the maintenance deficiencies and shall state the due date by which Licensee shall have to complete the work as prescribed in the Notice. Licensee shall be subject to an administrative fee of fifteen percent (15%) of the cost of the work if the work is not completed by the due date stated in the Notice. In addition, a copy of the "Notice to Cure" may be posted on the Licensed Premises in a conspicuous place. Furthermore, City retains the right, but not the obligation, to correct maintenance deficiencies on an emergency basis when, in the sole determination of the Chief Executive Officer, failure to take immediate action to correct such deficiencies will damage the Airport facilities or disrupt Airport operations, at Licensee's sole cost and expense.

62.3 If any default is of such nature that it cannot physically be corrected within the period originally specified by City, and if the Party in default has responded with a course of action and has commenced to remedy such default promptly after the receipt of such Notice to Cure, 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 the same.

62.4 In the event of a default involving maintenance of any Equipment Site occupied by Licensee within the Licensed Premises, the work prescribed in the "Notice to Cure" is not completed by Licensee in a manner reasonably satisfactory to the Chief Executive Officer, and Licensee fails to correct such work within the time specified by City in the mailed Notice, or as set forth in this Article 2, Subsection 62, City may, at City's sole option, and at Licensee's sole cost and expense, enter upon the Equipment Site and perform whatever work may, in the opinion

of the Chief Executive Officer, be required to correct the maintenance deficiencies. City may not, however, attempt to maintain or operate any Licensee Improvements. If City exercises this option, Licensee shall pay to City a sum equal to the direct cost of labor and materials expended for said work, plus a surcharge equal to fifty percent (50%) of said direct cost. Payment shall be made within thirty (30) days of invoice date.

Section 63. City's Right of Access and Inspection. City, by and through its officers, employees, agents, representatives, and contractors, shall have the right at all reasonable times and in a reasonable manner, upon prior written notice to Licensee, to enter upon an Equipment Site or Macro Site for the purpose of inspecting the same or for doing any act or thing which City may be obligated or have the right to do under this License, or otherwise (provided that in the event of an Emergency, such prior notice shall not be required), and no abatement of rent shall be claimed by or allowed to Licensee by reason of the exercise of such rights. In the exercise of its rights under this Section, City, its officers, employees, agents, and contractors shall not unreasonably interfere with the conduct of Licensee's business on the Licensed Premises as herein authorized.

Section 64. Insurance.

64.1 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 in Insurance, **Exhibit E**, attached hereto and incorporated by reference herein. The specified liability insurance shall include City, its Department of Airports, its Board and all of City's officers, employees, and their successors and assigns, as additional insureds as their interest may appear under this License, against the areas of risk described in **Exhibit E** with respect to claims arising out of or resulting from Licensee's operations on the Licensed Premises, use and occupancy of the Licensed Premises or other related functions performed by Licensee in, on or about Airport. The coverage limits required under **Exhibit E** may be provided through any combination of primary and excess liability coverage maintained by Licensee.

64.2 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 contractual liability coverage.

64.3 All such insurance shall be primary and noncontributing with any other insurance held by City and its Department of Airports where liability arises out of or results from the acts or omissions of Licensee, its agents, employees, officers, assignees, or directors acting for or on behalf of Licensee.

64.4 City shall have no liability for any premiums charged for such coverage(s). The inclusion of City, its Department of Airports, Board and all of City's officers, employees, their successors and assigns, as additional 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 thirty (30) 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.

64.5 Within thirty (30) days after the expiration date of the above policies, a certificate of insurance evidencing that the insurance coverage has been renewed or extended shall be filed with City.

64.6 Licensee shall provide evidence of all specified insurance and related requirements to City either by use of City's own endorsement form(s) or by other written evidence of insurance acceptable to LAWA or by Certificates of Insurance on ACORD form 25. 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 occupying the Licensed Premises. The certificates shall contain the applicable policy number, the inclusive dates of policy coverages, and the insurance carrier's name, and shall bear the signature of an authorized representative of said carrier. Upon receipt of notice from its insured(s), Licensee shall use its best efforts to provide the City with thirty (30) days prior written notice of cancellation. City reserves the right to have submitted to it, upon request, all pertinent information about the agent and carrier providing such insurance. Only in the event of a coverage opinion, City may upon reasonable notice visually inspect the actual insurance policies at Licensee's local facility.

64.7 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.

64.8 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 line broker licensed by the State of California.

64.9 Licensee will require any contractor performing work on behalf of Licensee to comply with this Section 64 (as though such contractor were Licensee prior to commencing work).

Section 65. City Held Harmless.

65.1 In addition to the requirements of Section 64, Insurance, Licensee shall, to the fullest extent allowed by law, defend (with counsel reasonably satisfactory to City), indemnify and hold harmless City and any and all of its boards, commissioners, officers, directors, agents, employees, assigns and successors in interest from and against any and all allegations, suits, claims, causes of action, liability, losses, damages, demands, or expenses (including, but not limited to, attorney's fees and costs of litigation), prosecuted by anyone (including Licensee and/or Licensee's agents, former and current employees, or competitors) by any reason of, arising out of, related to, connected with or pertaining to: (1) the acts or omissions of Licensee, its agents,

servants, employees, or invitees; (2) the License; or (3) the portion of the Licensed Premises occupied by Licensee, except to the extent Licensee proves to City that such Claim was caused by City's willful misconduct.

65.2 In Licensee's defense of City under Section 65.1, including but not limited to the negotiation, compromise, and settlement of any action, City shall retain discretion in and control of the litigation, negotiation, compromise, settlement, and appeals there from, to the extent required by the Los Angeles City Charter, particularly Article II, Sections 271, 272 and 273 thereof.

65.3 **Survival of Indemnities.** The provisions under this Section 65 including without limitation the rights and remedies available to City hereinabove, shall survive the termination of this License. Further, the rights and remedies are cumulative of those provided for elsewhere in this License and those allowed under the laws of the United States, the State of California, and the City of Los Angeles.

Section 66. Nondiscrimination and Equal Employment Practices/Affirmative Action Program.

66.1 Federal Non-Discrimination Provisions.

66.1.1 Licensee for itself, its heirs, 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 by Licensee on the Licensed Premises, 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 by the Department of Transportation, 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.

66.1.2 Licensee for itself, its personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land 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 Licensee shall use the premises 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.

66.1.3 Licensee for itself, its personal representatives, successors in interest, and assigns, does hereby covenant 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 Licensee for the period during which federal assistance is extended to LAWA through the Airport Improvement Program. In cases

where federal assistance provides, or is in the form of personal property or real property or interest therein or structures or improvements thereon, this provision obligates the Party for the longer of the following periods: (a) the period during which the property is used by LAWA 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 LAWA retains ownership or possession of the property.

66.1.4 Licensee for itself, its personal representatives, successors in interest, and assigns, does hereby covenant that it 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.

66.1.5 During the performance of this License, Licensee for itself, its personal representatives, successors in interest, and assigns, does hereby covenant as follows:

66.1.5.1 **Compliance with Regulations:** Licensee (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts And Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this License.

66.1.5.2 **Non-discrimination:** Licensee, with regard to the work performed by it during the License, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. Licensee will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

66.1.5.3 **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by Licensee for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by Licensee of Licensee's obligations under this contract and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.

66.1.5.4 **Information and Reports:** Licensee will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the FAA to be pertinent to ascertain compliance with such Nondiscrimination Acts And Authorities and instructions. Where any information required of Licensee is in the exclusive possession of another who fails or refuses to furnish the information, Licensee will so certify to City or the FAA, as appropriate, and will set forth what efforts it has made to obtain the information.

66.1.5.5 **Sanctions for Noncompliance:** In the event of Licensee's noncompliance with the Nondiscrimination provisions of this contract, City may impose such contract sanctions as allowed to the FAA under the acts or regulations cited in this Article 2, Section 66.

66.1.6 **Incorporation of Provisions:** Licensee will include the provisions of paragraphs 66.1.5.1 through 66.1.5.5 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the acts or regulations cited in this Article 2, Section 66, the Regulations and directives issued pursuant thereto. Licensee will take action with respect to any subcontract or procurement as City or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if Licensee becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, Licensee may request City to enter into any litigation to protect the interests of City. In addition, Licensee may request the United States to enter into the litigation to protect the interests of the United States.

66.1.7 During the performance of this License, Licensee, for itself, its assignees, and successors in interest agrees to comply with the applicable federal nondiscrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR Part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR Parts 37 and 38;
- The FAA's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

66.1.8 In the event of breach of any of the above nondiscrimination covenants, Licensee shall have any notice rights and City will have the right to exercise any remedies available under such covenants.

66.2 Municipal Non-Discrimination Provisions.

66.2.1 Non-Discrimination in Use of Premises. 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, physical handicap, marital status, domestic partner status, or medical condition in the license, transfer, use, occupancy, tenure, or enjoyment of the Licensed Premises or any part of the Licensed Premises or any operations or activities conducted on the Licensed Premises or any part of the Licensed Premises. 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 Licensee's tenants, subtenants, or vendees of the Licensed Premises. Any assignment which may be authorized under this License shall also be subject to all non-discrimination clauses contained in Article 2, Section 66.2.

66.2.2 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, age, physical handicap, marital status, domestic

partner status, or medical condition. Licensee shall take affirmative action to ensure 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.

66.2.3 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 F**. 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.

66.2.4 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 G**. 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 67. Taxes, Permits and Licenses.

67.1 Licensee shall pay any and all taxes of whatever character that may be levied or charged upon Licensee's improvements, fixtures, equipment, or other property thereon or upon Licensee's use thereof. Licensee shall also pay all license or permit fees necessary or required by law or regulation for the conduct of Licensee's business or use of the Licensed Premises.

67.2 If a claim is made against City for any of the above charges, City shall promptly notify Licensee in writing; 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 permit fees.

67.3 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.

67.4 The obligations of Licensee under this Section 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 sum(s) to which Licensee is legally entitled.

Section 68. Assignments.

68.1 Licensee shall not, in any manner, assign, transfer, or encumber this License, or any portion thereof or any interest therein, without the prior written consent of the Chief Executive Officer, except to Licensee's parent, subsidiary, or subsidiaries of its parent, provided that Licensee remains liable for all of Licensee's obligations under the License. Licensee will provide City with prompt notice of any such assignment. Any assignment will be subject to the provisions of this License. Any attempts to transfer or assign other than allowed herein without the consent required by this Section shall be void and shall transfer no rights to the Licensed Premises. Consent to one assignment, use, or occupation shall not be deemed to be a consent to any subsequent assignment, occupation, or use. 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 the Chief Executive Officer.

68.2 Except to the extent certain portions of the Licensed Premises are shared by other licensees under Article 1, Section 4.4, Licensee shall not have the right to sublet or sublicense the whole or any part of the Licensed Premises, nor license or permit the use of the same, in whole or in part.

68.3 With the exception of the assignments allowed without consent under Article 2, Section 68.1, assignment of the License shall be made only with the approval of the Chief Executive Officer, which approval shall not be unreasonably withheld. A request by Licensee for assignment shall be submitted to City in writing along with a fully executed copy of the proposed assignment, as well as a copy of all contracts or writings which set forth payments from assignee(s) to Licensee and/or which describe the acts or services to be performed by or for the assignee(s) in connection with the use of the space covered by License. Licensee shall promptly advise City of early termination of assignments.

68.4 For the purposes of this Section, an ownership change in Licensee of more than fifty percent (50%) shall be considered an assignment.

68.5 For the purposes of determining the Rent under this License, each Equipment Site shall be subject to individual Space Rent, notwithstanding any transaction contemplated by Article 2, Section 68 of this License.

Section 69. Intentionally Omitted.

Section 70. Default.

70.1 **Default Events.** The following events shall be deemed to be events of default (“Default Event(s)”) by Licensee under the License:

70.1.1 Licensee fails to pay any License Fee or Space Rent due under this License, which failure continues for a period of thirty (30) days after Licensee’s receipt of a notice from City that such payment should have been paid pursuant to the terms and conditions of this License;

70.1.2 Licensee fails to comply with any term, provision or covenant of this License, other than paying its License Fee or Space Rent, and does not cure such failure within thirty (30) days after City has sent written notice to Licensee specifying such failure or such longer period of time as may be granted by Chief Executive Officer to cure such default as long as Licensee commences to cure such default within such thirty (30) day period and diligently proceeds to cure such default;

70.1.3 Licensee makes an assignment of this License, or any rights granted to Licensee hereunder, to, and for the benefit of, Licensee’s creditors;

70.1.4 Licensee, within thirty (30) days after the commencement of any proceeding against Licensee seeking adjudication of bankruptcy or reorganization, rearrangement, composition, readjustment, liquidation, dissolution or similar relief, fails to cause such proceedings to be dismissed;

70.1.5 Licensee, within sixty (60) days after the appointment without Licensee’s consent or acquiescence of any trustee, receiver, or liquidator of Licensee or a material part of its assets, fails to cause such appointment to be vacated.

70.1.6 The interests of Licensee under this License shall not, except at City’s option and with its written consent, be assignable by operation of law. In case of the bankruptcy of Licensee, or the appointment of a receiver for Licensee and such receiver is not removed within one hundred twenty (120) days from the date of appointment, or if a receiver is appointed to take possession of the Licensee Improvements as a result of any act or omission of Licensee and such receiver is not removed within one hundred twenty (120) days from the date of appointment, or if Licensee makes an assignment of this License for the benefit of creditors, or if possession of the Licensee Improvements is taken by virtue of any attachment, execution, or the levy of any judicial process, City, at its election, may, after written notice to Licensee, terminate this License.

70.2 **City’s Remedies.** Upon the occurrence of an uncured Default Event, City, in addition to any other rights or remedies available to City at law or in equity, shall have the right to:

70.2.1 Terminate this License and all rights of Licensee under this License, by giving Licensee thirty (30) days written notice that this License is terminated, in which case, the provisions of Article 2, Section 60, Ownership of Improvements, herein, shall apply and City may recover from Licensee the aggregate sum of:

70.2.1.1 The worth at the time of award of any unpaid Rent that had been earned at the time of termination;

70.2.1.2 The worth at the time of award of the amount by which (A) the unpaid Rent that would have been earned after termination until the time of award exceeds (B) the amount of rental loss, if any, that Licensee affirmatively proves could be reasonably avoided;

70.2.1.3 The worth at the time of award of the amount by which (A) the unpaid Rent for the balance of the term after the time of award exceeds (B) the amount of rental loss, if any, that Licensee affirmatively proves could be reasonably avoided;

70.2.1.4 All other amounts in addition to or in lieu of those previously set out as may be authorized from time to time by applicable California law.

70.2.1.5 As used in Subsections 70.2.1.1. and 70.2.1.2. of this Section, the "worth at the time of award" is computed by adding interest at the rate of ten percent (10%) per annum. As used in Subsection 70.2.1.3 of this Section, the "worth at the time of award" is computed by discounting that amount at the discount rate of the Federal Reserve Bank of San Francisco at the time of the award plus one percent (1%).

70.2.2 Continue this License, and from time to time, without terminating this License, and either

70.2.2.1 Recover all Rent and other amounts payable as they become due or,

70.2.2.2 Relicense the portion of the Licensed Premises occupied by Licensee or any part thereof on behalf of Licensee on terms and at the rent that City, in City's sole discretion, may deem advisable, all with the right to make alterations and repairs to such portions of the Licensed Premises, at Licensee's sole cost, and apply the proceeds of relicensing to the Rent and other amounts payable by Licensee. To the extent that the Rent and other amounts payable by Licensee under this License exceed the amount of the proceeds from reletting, City may recover the excess from Licensee as and when due.

70.2.3 Upon the occurrence of an uncured Default Event, City shall also have the right, with or without terminating this License, to re-enter the portion of the Licensed Premises occupied by Licensee and remove all Licensee Improvements therefrom. City may store the Licensee Improvements removed from such portions of the Licensed Premises at the expense and for the account of Licensee.

70.2.4 None of the following remedial actions, alone or in combination, shall be construed as an election by City to terminate this License unless City has in fact given Licensee written notice that this License is terminated or unless a court of competent jurisdiction decrees termination of this License: (A) any act by City to maintain or preserve the portion of the Licensed Premises occupied by Licensee; (B) any efforts by City to relicense the portion of the Licensed Premises occupied by Licensee; (C) any re-entry, repossession, or relicensing by City of the portion of the Licensed Premises occupied by Licensee pursuant to this Section. If City takes any of the previous remedial actions without terminating this License, City may nevertheless at any later time terminate this License by written notice to Licensee.

70.2.5 If City relicenses the portion of the Licensed Premises occupied by Licensee, City shall apply the revenue from the relicensing as follows: first, to the payment of any indebtedness other than Rent due from Licensee to City; second, to the payment of any cost of relicensing; third, to the payment of the cost of any maintenance and repairs to such portion of the Licensed Premises; and fourth, to the payment of Rent and other amounts due and unpaid under this License. City shall hold and apply the residue, if any, to payment of future amounts payable under this License as the same may become due, and shall be entitled to retain the eventual balance with no liability to Licensee. If the revenue from relicensing during any month, after application pursuant to the previous provisions, is less than the sum of (A) City's expenditures for such portions of the Licensed Premises during that month and (B) the amounts due from Licensee during that month, Licensee shall pay the deficiency to City immediately upon demand.

70.2.6 After the occurrence of a Default Event, City, in addition to or in lieu of exercising other remedies, may, but without any obligation to do so, cure the breach underlying the Default Event for the account and at the expense of Licensee. However, City must by prior written notice first allow Licensee a reasonable opportunity to cure, except in cases of Emergency, in which case City may proceed without prior notice to Licensee. Licensee shall, upon demand, immediately reimburse City for all costs, including costs of settlements, defense, court costs, and attorney fees that City may incur in the course of any cure.

70.2.7 No security or guaranty for the performance of Licensee's obligations that City may now or later hold shall in any way constitute a bar or defense to any action initiated by City or unlawful detainer or for the recovery of the portion of the Licensed Premises occupied by Licensee, for enforcement of any obligation of Licensee, or for the recovery of damages caused by a breach of this License by Licensee or by a Default Event.

70.2.8 Except where this is inconsistent with or contrary to any provisions of this License, no right or remedy conferred upon or reserved to either Party is intended to be exclusive of any other right or remedy, or any right or remedy given now or later existing at law or in equity or by statute.

70.3 **Cross Default.** A material breach of the terms of any other lease, license, permit, or contract held by Licensee with City at the Airport 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 in this Section.

Section 71. Waiver. Except to the extent that either Party may have otherwise agreed in writing, 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, nor shall any forbearance by either Party to exercise a remedy for any violation or nonperformance by the other Party be deemed a waiver by that Party of the rights or remedies with respect to that violation or nonperformance. The subsequent acceptance of rent 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 rent so accepted, regardless of City's knowledge of such preceding breach at the time of acceptance of such rent.

Section 72. Attorney's Fees. 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 Licensed Premises, 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 73. Hazardous and Other Regulated Substances.

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

73.1.1 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

73.1.2 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

73.1.3 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

73.1.4 Any substance the presence of which on the Licensed Premises causes or threatens to cause a nuisance upon the Licensed Premises or to adjacent properties or poses or threatens to pose a hazard to the health or safety of persons on or about the Licensed Premises; or

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

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

73.2 **Environmental Indemnity.** Except for conditions existing prior to the original occupancy of the Licensed Premises by Licensee, Licensee agrees to accept sole responsibility for full compliance with respect to its occupancy of the Licensed Premises 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 Licensed Premises, on the owner of any improvements on the Licensed Premises, on the user of the Licensed Premises, or on the user of the improvements. Licensee agrees that any claims, damages, penalties, or fines asserted against or levied on City and/or Licensee as a result of noncompliance with any of the provisions in this Section shall be the sole responsibility of Licensee and that Licensee shall indemnify and hold City harmless from all such claims, damages, penalties, or fines. Further, if Licensee fails to promptly accept and address its responsibilities under this Section, 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.

73.3 Except for conditions existing prior to the original occupancy of the Licensed Premises by Licensee or Licensee's predecessors in interest, in the case of any hazardous substance spill, leak, discharge, release or improper storage by Licensee on the Licensed Premises or contamination of the Licensed Premises by any person related to Licensee's use of the Licensed Premises, Licensee agrees to make or cause to be made any necessary repairs or corrective actions as well as to clean up and remove any spill, leakage, discharge, release or contamination, in accordance with applicable laws. 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 Licensed Premises or as may be discharged or released by Licensee or its employees, servants, agents, contractors, or subcontractors 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.

73.4 If Licensee installs or uses already installed underground storage tanks, above-ground storage tanks, pipelines, or other improvements on the Licensed Premises 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 the above referenced improvements, clean up releases of hazardous substances, or both, at the sole option of the Chief Executive Officer, the above-referred-to improvements. Said removal and/or cleanup shall be at 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.

73.5 **Licensee's Provision to City of Environmental Documents.** Unless otherwise agreed to by City, 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 clean-up of any actual or threatened hazardous substance spill, leak, or discharge including all test results.

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

Section 74. Airfield Security.

74.1 Licensee shall be responsible for fully complying with any and all applicable present and/or future rules, regulations, restrictions, ordinances, statutes, laws, airport security agreements, and/or orders of any federal, state, and/or local governmental entity regarding airfield security. Licensee shall be responsible for the maintenance and repair of that portion of the Airport perimeter fence, including gates and doors, located on the portion of the Licensed Premises occupied by Licensee or controlled by Licensee. Licensee shall comply fully with applicable provisions of the Transportation Security Administration Regulations, 49 Code of Federal Regulations (“CFR”) Sections 1500 through 1550 and 14 CFR Part 129, including the establishment and implementation of procedures acceptable to the Chief Executive Officer to control access from the portion of the Licensed Premises occupied by Licensee to air operation areas in accordance with the Airport Security Program required by CFR Sections 1500 through 1550. Further, Licensee shall exercise exclusive security responsibility for the portion of the Licensed Premises occupied by Licensee and, if Licensee is an aircraft operator, do so pursuant to Licensee’s Transportation Security Administration approved Aircraft Operator Standard Security Program used in accordance with 49 CFR, Parts 1510, 1540 and 1546.

74.2 In addition to the foregoing, gates and doors located on the portion of the Licensed Premises occupied by Licensee which permit entry into restricted areas at Airport shall be kept locked by Licensee at all times when not in use or under Licensee’s constant security surveillance. Gate or door malfunctions which permit unauthorized entry into restricted areas shall be reported to Department of Airports’ Operations Division without delay and shall be maintained under constant surveillance by Licensee until repairs are affected by Licensee or City and/or the gate or door is properly secured.

74.3 Licensee shall cooperate with City to maintain and improve Airport security, and shall cooperate in investigations of violations of state and local laws, ordinances, and rules and regulations, of any federal, state and/or local governmental entity regarding airport and airfield security. Licensee shall provide necessary assistance to, and cooperate with, City in case of any emergency. Licensee shall, upon request, provide City relevant information which will enable City to provide efficient and effective management in response to any airport or airfield emergency.

74.4 All civil penalties levied by the TSA for Licensee’s violation of TSA Regulations pertaining to security gates or doors located on the Licensed Premises or otherwise controlled by Licensee shall be the sole responsibility of Licensee. Licensee agrees to indemnify City for any federal civil penalties amounts City must pay due to any security violation arising from Licensee’s

use of Licensed Premises or the breach of any obligation imposed by this Section. Licensee is also responsible for City's reasonable attorney's fees and costs related to such a violation.

Section 75. Business Tax Registration. 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 76. Laws, Rules, and Regulations.

76.1 Licensee shall be solely responsible for fully complying with any and all applicable present and/or future rules, regulations, restrictions, ordinances, statutes, laws, policies and/or orders of any federal, state, and/or local government authority ("Applicable Laws"). This License shall be subject to and subordinate to all Applicable Laws and any City agreement or obligation pursuant to Applicable Laws, including but not limited to City's grant assurances to the FAA.

76.2 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 of Airport Commissioners and/or the Chief Executive Officer with respect to the operation of Airport.

76.3 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, restrictions, ordinances, statutes, laws, orders, directives, and or conditions.

Section 77. Disabled Access.

77.1 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 governmental entity and/or court regarding disabled access to Licensee Improvements including any services, programs, 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 Americans with Disability Act of 1990, and any amendments thereto or successor statutes.

77.2 Should Licensee fail to comply with Subsection 77.1, then City shall have the right, but not the obligation, to perform, or have performed, whatever work is necessary to achieve

equal access compliance. Licensee will then be required to reimburse City for the actual cost of achieving compliance, plus a fifteen percent (15%) administrative charge.

Section 78. Living Wage Ordinance and Service Contractor Worker Retention Ordinances.

78.1 Living Wage Ordinance.

78.1.1 General Provisions: Living Wage Policy. This License is subject to the applicable sections of 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 H**. 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.

78.1.2 Living Wage Coverage Determination. An initial determination has been made that this is a public license under the LWO, and, that it is not exempt from coverage by the LWO. Determinations as to whether this License is a public permit 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.

78.1.3 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 H** 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.

78.1.4 Subcontractor Compliance. Licensee agrees to include, in every subcontract 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.

78.2 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 I.** If applicable, Licensee must also comply with the SCWRO.

Section 79. Child Support Orders. 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 on **Exhibit J.**

Section 80. Visual Artists’ Rights Act.

80.1 Licensee shall not install, or cause to be installed, any work of art subject to the Visual Artists’ Rights Act of 1990 (as amended), 17 U.S.C. 106A, et seq., or California Code Section 980, et seq., hereinafter collectively “VARA” on or about the Licensed Premises without first obtaining a waiver, in writing, of all rights under VARA, satisfactory to the Chief Executive Officer and approved as to form and legality by the City Attorney’s Office, from the artist. Said waiver shall be in full compliance with VARA and shall name City as a party for which the waiver applies.

80.2 Licensee is prohibited from installing, or causing to be installed, any piece of artwork covered under VARA on the Licensed Premises without the prior, written approval and waiver of the Chief Executive Officer. Any work of art installed on the Licensed Premises without such prior approval and waiver shall be deemed a trespass, removable by City, by and through its Chief Executive Officer, upon three (3) days written notice, all costs, expenses, and liability therefor to be borne exclusively by Licensee.

80.3 Licensee, in addition to other obligations to indemnify and hold City harmless, as more specifically set forth in this License, shall indemnify and hold harmless City from all liability resulting from Licensee’s failure to obtain City’s waiver of VARA and failure to comply with any portion of this provision.

80.4 The rights afforded City under this provision shall not replace any other rights afforded City in this License or otherwise, but shall be considered in addition to all its other rights.

Section 81. Equal Benefits Ordinance.

81.1 Unless otherwise exempt in accordance with the provisions of the Equal Benefits Ordinance (“EBO”), Licensee certifies and represents that Licensee will comply with the applicable provisions of EBO Section 10.8.2.1 of the Los Angeles Administrative Code, as amended from time to time.

81.2 Licensee agrees to post the following statement in conspicuous places at its place of business available to employees and applicants for employment:

81.3 “During the term of a License with the City of Los Angeles, Licensee 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) 847-2625."

Section 82. Condemnation. The Parties hereby agree that:

82.1 If the portion of the Licensed Premises occupied by Licensee, or any portion thereof, or any interest therein, are taken by eminent domain, or otherwise, by any governmental authority, or by a "quasi-public entity" for public use, or sold to a governmental authority threatening to exercise the power of eminent domain, this License, and Licensee's obligation to pay rent hereunder, shall terminate as to the part so taken as of the date the condemning authority takes title or possession, whichever first occurs, and the rent, fees and/or other charges hereunder shall be apportioned and paid to the date of such taking. A taking of such portion of the Licensed Premises includes the taking of easements for air, light and any other easements in the land, including, but not limited to an impairment or taking of access to adjoining streets.

82.2 **Effect of Partial Condemnation.** In the event a portion of the Licensed Premises occupied by Licensee are appropriated or taken, and Licensee, at its sole discretion, determines that the remainder thereof is not suitable for the continued use by Licensee of the portion of the Licensed Premises occupied by Licensee for conducting Licensee's operations thereon in the same manner and extent as carried on prior to such taking, Licensee shall have the right to terminate this License upon giving City written notice of its intent to exercise said right. Said notice shall be given not more than one hundred twenty (120) days following the date of service of a complaint in eminent domain upon Licensee, or one hundred twenty (120) days following City's demand that Licensee acknowledge its intent to terminate this License, unless City and Licensee agree, in writing, to an earlier termination or to extend said period. If Licensee exercises its right to terminate this License pursuant to this Subsection 82.2, Licensee shall give City thirty (30) days prior written notice of the effective date of said termination.

82.2.1 If, in the event of such taking of a portion of the Licensed Premises occupied by Licensee, Licensee does not terminate this License, this License shall continue in full force and effect as to the part not taken, and the rent to be paid by Licensee during the remainder of the term, subject to adjustment as provided elsewhere in this License, shall be as follows: the Space Rent shall be reduced in the same proportion as the area taken by eminent domain bears to the area of the portion of the Licensed Premises occupied by Licensee before the taking.

82.2.2 In determining whether a partial condemnation renders the remainder of the portion of the Licensed Premises unsuitable for the use then being made of such portion of the Licensed Premises by Licensee, Licensee, among other things, shall take into consideration the cost of restoration, the rentable area of the remaining improvements and the suitability of such remaining portion of the Licensed Premises for conducting Licensee's operations thereon in the same manner and extent as carried on prior to such taking.

82.2.3 Except as provided for in Article 2, Section 60, Ownership of Improvements hereof, should Licensee terminate this License pursuant to this Section 82, title to all Licensee Improvements constructed or installed by Licensee upon the Licensed Premises and which have not already vested in City shall thereupon vest in City.

82.3 Application of Award upon a Total or Partial Taking.

82.3.1 If this License is terminated pursuant to Subsection 82.2 herein, or, if all or a portion of the Licensed Premises are taken, then the entire award or compensation paid for land, improvements, and buildings owned by City, the amortized portion of the value of Licensee Improvements built by Licensee and which will become the property of City upon termination of this License, and/or loss or taking of business goodwill of City or its Department, shall be the property of City.

82.3.2 Licensee shall have the right to receive compensation for the unamortized value of Licensee Improvements which are still owned by Licensee and which were placed on the Licensed Premises by Licensee and located thereon at the time of such taking or appropriation, and for its trade fixtures, equipment, and supplies, and for loss or damage to Licensee's business goodwill. The "amortized value" which City shall be entitled to receive is a portion of the award for said Licensee-owned Licensee Improvements equal to an amount determined by a ratio equal to the number of years the building and/or improvements have been in existence over the original term of the License, without consideration of any possibility or probability of renewal, or of options, if any. There shall be no amortization of partially constructed improvements authorized by City, if said construction is incomplete within the time period set forth in the approval granted by City. The value, to be determined by City, of such partially constructed improvements shall be paid to Licensee.

82.4 **Severance Damages.** The entire award of compensation paid for any severance damages, whether paid for impairment of access, for land, buildings, and/or improvements shall be the property of City, regardless of whether any buildings or improvements so damaged are owned or were constructed by City or Licensee. However, should City determine that improvements are to be restored, that portion of the severance damages necessary to pay the cost of restoration, shall be paid to Licensee upon the written request of Licensee accompanied by evidence that the sum requested has been paid for said restoration and is a proper item of such cost and used for such purpose.

82.5 **Partial Taking: Restoration.** In case of a taking of the portion of the Licensed Premises occupied by Licensee other than a total taking and/or should Licensee elect not to terminate this License pursuant to this Section, City and Licensee may mutually agree that Licensee shall restore any Licensee Improvements on such portion of the Licensed Premises, and Licensee shall, at Licensee's expense, whether or not the awards or payments, if any, on account of such taking are sufficient for the purpose, promptly commence and proceed with reasonable diligence to effect (subject to Force Majeure) restoration of such Licensee Improvements on such remaining portion of the Licensed Premises as nearly as possible to their condition and character immediately prior to such taking, except for any reduction in area caused thereby, or with such changes or alterations as may be made at the election of Licensee in accordance with Article 2, Section 57, Improvements and Alterations, of this License. In the event the Licensee Improvements damaged and/or taken belong to City, City shall not be obligated to restore said Licensee Improvements should City, in its sole discretion, determine not to do so.

82.6 **Taking for Temporary Use.** In the event of a taking of all or any portion of the Licensed Premises occupied by Licensee for temporary use, this License shall continue in full

force and effect without reduction or abatement of rental or other sum payable hereunder, and Licensee shall be entitled to make claim for, recover and retain any awards or proceeds made on account thereof, whether in the form of rent or otherwise, unless such period of temporary use or occupancy extends beyond the term of this License, in which case such awards or proceeds shall be apportioned between City and Licensee as heretofore specified. Licensee shall restore or cause to be restored any such areas temporarily taken to the condition existing before the taking.

Section 83. Miscellaneous Provisions.

83.1 **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.

83.2 **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.

83.3 **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.

83.4 **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.

83.5 **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.

83.6 **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.

83.7 **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.

83.8 **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)].

83.9 **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. Failure of Licensee or any occupant to comply with the requirements of any existing or future agreement between City and the United States, which failure shall continue after reasonable notice to make appropriate corrections, shall be cause for immediate termination of Licensee's rights hereunder.

83.10 **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.

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

83.12 **Integration Clause**. This is an integrated agreement. 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. This License 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 License which are not fully set forth herein.

83.13 **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 Force Majeure (as hereinafter defined); provided, however, that except as set forth in this Section 83.13, nothing contained in this Subsection shall excuse Licensee from the prompt payment of any rental or other monetary charge required of Licensee hereunder. For purposes of this License, the term "Force Majeure" shall mean, in relation to the conditions that may cause a Party to be temporarily, partially or wholly prevented from performing its obligations to the other Party under this License and not for any other purpose or for any benefit of any third party: any event beyond the reasonable control of the Party claiming it, including, but not limited to, embargoes, shortages of material, acts of God, acts of public enemy (such as war, (declared or undeclared), invasion, insurrection, terrorism, riots, rebellion or sabotage), acts of a governmental authority (such as the United States' Department of Transportation, the United States FAA, the United States Transportation Security Administration, the United States Environmental Protection Agency and defense authorities), fires, floods, earthquakes, hurricanes, tornadoes, and other extreme weather conditions, strikes, boycotts, lockouts, labor disputes, labor disruptions, work stoppages, or slowdowns by entities or individuals other than those under the control of Licensee that causes Licensee to be unable to access its Licensee Improvements. The term Force Majeure includes delays caused by governmental agencies in the processing of applicable building and safety permits but only to the extent that such processing time actually exceeds the normal and reasonable processing time period for such governmental agency permit; provided, however, that any delays caused by Licensee or its Contractors in the processing of such permits (such as Licensee or its Contractors' failure to submit complete applications for such permits) shall not be considered a basis for a claim of Force Majeure by Licensee. Any lack of funds shall not be deemed to be a cause beyond the control of a Party. If Licensee shall claim a delay due to Force Majeure, Licensee must notify City in writing within five (5) business days of the first occurrence of any claimed event of Force Majeure. Such notice must specify in reasonable detail the cause or basis for claiming Force Majeure and the anticipated delay in Licensee's performance to the extent such anticipated delay is known to Licensee at the time such notice to City is required. If Licensee fails to provide such notice within said five (5) business-day period, then no Force Majeure delay shall be deemed to have occurred. Delays due to events of Force Majeure shall only be recognized to the extent that such event actually delays the performance by such Party

and cannot otherwise be mitigated using commercially reasonable efforts.

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

83.15 **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.

83.16 **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.

83.17 **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.

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

83.19 **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 Section, nor shall Licensee be entitled to terminate the whole or any portion of the License by reason thereof.

83.20 **Reconciliation of Area and/or Square Footage.** If, at any time, it is discovered that any measurement of any portion(s) of an Equipment Site stated in this License is inaccurate, this License shall be amended to appropriately reflect the correct measurement(s), and corresponding adjustments in the Space Rent shall be made. Any such adjustment(s) made to the Space Rent, shall be retroactive to the commencement of the License, or to that date(s) on which City deems approval of correct measurement(s) to the Equipment Site is appropriate.

83.21 **Time is of the Essence.** Time is of the essence with respect to Licensee's performance of all obligations under this License. Any delay in Licensee's performance of its obligations outside of any expressly applicable cure period under this License shall constitute a material breach for which City may terminate this License.

Section 84. First Source Hiring Program for Airport Employers (LAX only). Licensee shall comply with the applicable provisions of the First Source Hiring Program adopted by the Board and attached hereto as **Exhibit K.**

Section 85. Other Agreements Not Affected. Except as specifically stated herein, this License, and the terms, conditions, provisions and covenants hereof, shall apply only to the Licensee Improvements and Equipment Sites herein particularly described and shall not in any way change, amend, modify, alter, enlarge, impair, or prejudice any of the rights, privileges, duties, or obligations of either of the Parties hereto, under or by reason of any other agreement between said Parties, except that nothing contained in such other agreement shall limit the use by Licensee of the within Licensee Improvements and Equipment Sites for the herein referred to purpose.

Section 86. Intentionally Omitted.

Section 87. Contractor Responsibility Program. Licensee shall comply with the provisions of the Contractor Responsibility Program adopted by the Board and as amended from time to time. 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 L** and incorporated herein by reference.

Section 88. Alternative Fuel Vehicle Requirement Program (LAX only). Licensee shall comply with the provisions of the Alternative Fuel Vehicle Requirement Program. The rules, regulations, and requirements of the Alternative Fuel Vehicle Requirement Program are attached hereto as **Exhibit M** and made a material term hereof.

Section 89. Campaign Contributions.

89.1 Licensee is 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 license is valued at \$100,000 or more and requires approval of a City elected official. Additionally, Licensee is required to provide and update certain information to City as specified by law. Licensee is subject to Charter Section 470(c)(12), and City's remedies for any violation are set out in such section.

Section 90. Municipal Lobbying Ordinance. Licensee shall comply with the provisions of the City of Los Angeles Municipal Lobbying Ordinance throughout the term of this License.

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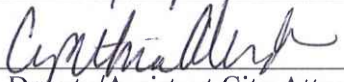
SIGNATURE BLOCKS

IN WITNESS WHEREOF, the parties hereto have themselves or through their duly authorized officers caused this License to be executed as of the day and year herein above written.

APPROVED AS TO FORM:

MICHAEL N. FEUER,
City Attorney

Date: 3/14/18

By: 
Deputy/Assistant City Attorney

CITY OF LOS ANGELES, a California
municipal corporation

Date: _____

By: _____
Chief Executive Officer
Department of Airports

ATTEST:

**LOS ANGELES SMSA LIMITED
PARTNERSHIP**, a California limited
partnership d/b/a Verizon Wireless

By: _____
Secretary (Signature)

Print Name

By: 
Signature

BRIAN MECUM
Print Name

VP-NETWORK ENGINEERING
Print Title

Exhibit A. Existing Zone Map



Exhibit A

Exhibit B. License Summary and Payments

**LOS ANGELES SMSA LIMITED PARTNERSHIP
EXHIBIT B**

LICENSE FEES AND SPACE RENT		<ol style="list-style-type: none"> \$69,000 PER ZONE/MACRO SITE PER YEAR, ADJUSTED ANNUALLY AT 3% \$43.50 PER SQUARE FOOT PER YEAR FOR: TERMINAL SPACE SHARED WITH NON-CELL CARRIER OCCUPANTS, ROOFS, MACRO SITES, AND OTHER NON-TERMINAL ZONES AND AREAS; ADJUSTED ANNUALLY AT 3% ("SHARED SPACE") \$183.00 PER SQUARE FOOT PER YEAR FOR: NON-SHARED SPACE IN TERMINALS, ADJUSTED ANNUALLY AT 3%. ("NON-SHARED SPACE") 			
MACRO SITE OR ZONE	ZONES OR MACRO SITES	ASSOCIATED SPACE	SHARED SPACE RENT	NON-SHARED SPACE RENT	TOTALS
	\$69,000	SQ FT	\$43.50/SF/YR	\$183.00/SF/YR	
1: ZONE ONE – TERMINALS 1 & 6					
2: ZONE TWO – TERMINALS 2 & 3					
3: ZONE THREE – TOM BRADLEY INTERNATIONAL TERMINAL (TERMINAL B) & MID-FIELD SATELLITE CONCOURSE (MSC)					
4: ZONE FOUR – TERMINALS 4 & 5					
5: ZONE FIVE – TERMINALS 7 & 8					
6: ZONE SIX – CENTRAL TERMINAL AREA (CTA) PARKING GARAGE STRUCTURES	\$69,000	600 SF of Shared Space; 0 SF of Non-Shared Space	\$26,100	0	\$95,100
7: ZONE SEVEN – AIRPORT PEOPLE MOVER (APM) & CONRAC FACILITIES (OUTSIDE CTA)					
Macro Site: 6201 W. Imperial Highway					
TOTAL - ANNUALLY	\$69,000	600	\$26,100	0	\$95,100
TOTAL - MONTHLY	\$5,750.00		\$2,175.00		\$7,925.00

Faithful Performance Guarantee Deposit	
2 X Monthly License Fee for 7 Zones per Section 56.0 of the License	\$80,500.00

Exhibit C. Intentionally Omitted

Exhibit D. Maintenance

Licensee shall, at Licensee's sole cost and expense, keep and maintain the Licensee Improvements in good repair and working order, reasonable wear and tear excepted, and in a clean, neat, attractive, properly maintained, and safe condition. All maintenance, repairs, and replacements shall be in accordance with applicable prevailing industry maintenance standards, maintenance requirements that City may reasonably develop and make applicable to all tenants, and in compliance with all manufacturers' recommendations and federal, state, and local government rules and regulations.

Except as specifically identified herein as City's responsibilities, Licensee is responsible for all maintenance and repair at the Equipment Sites (including its Licensee Improvements, if any). Licensee is responsible for any corrective work required by any authority having jurisdiction.

City may impose reasonable financial penalties on the same basis as applicable to all tenants on Licensee for its failure to perform its maintenance requirements. City staff will meet with the Licensee on a regular basis to review the condition of the Equipment Sites and, if repairs are necessary, jointly develop a repair action plan. However, this does not relieve the Licensee of its responsibility to fulfill its maintenance responsibilities. City retains the right, but not the obligation, to make emergency repairs to an Equipment Site when, in the determination of the City's Chief Executive Director, failure to take immediate action will damage the facilities or disrupt City's operations, at Licensee's sole cost and expense, plus an administrative fee in the amount of fifteen percent (15%) of cost. Such repairs shall not include any attempt to repair Licensee Improvements.

Exhibit E. Insurance

INSURANCE REQUIREMENTS FOR LOS ANGELES WORLD AIRPORTS

NAME: LOS ANGELES SMSA LIMITED PARTNERSHIP
dba VERIZON WIRELESS
AGREEMENT / ACTIVITY: Non-Exclusive Telecommunications License Agreement
LAWA DIVISION: IT Administration

The insured must maintain insurance coverage at limits normally required of its type operation; however, the following coverage noted with an "X" is the minimum required and must be at least the level of the limits indicated. All policies must be occurrence based with the minimum required per occurrence limits indicated below.

LIMITS

- ☒ Workers' Compensation (Statutory)/Employer's Liability
☐ Voluntary Compensation Endorsement
☒ Waiver of Subrogation
(Please see attached supplement)

Statutory

- ☒ Commercial Automobile Liability - covering owned, non-owned & hired auto

\$10,000,000 CSI

- ☒ Aviation/Airport or Commercial General Liability, including the following coverage:

\$10,000,000*

- ☒ Premises and Operations
- ☒ Contractual (Blanket/Schedule)
- ☒ Independent Contractors
- ☒ Personal Injury
- ☒ Products/Completed Operations
- ☒ Additional Insured Endorsement
(Please see attached supplement).
- ☒ Explosion, Collapse & Underground
(required when work involves digging, excavation, grading or use of explosive materials.)
- ☐ Hangarkeepers Legal Liab. (At least at a limit of liability of \$ 1 million)

Pollution Legal Liability

*** Must meet contractual requirements

\$ ***

* LIMIT SUBJECT TO CHANGE BASED ON ASSESMENT OF PROPOSED CELL SITE LOCATIONS.

CONTRACTOR SHALL BE HELD RESPONSIBLE FOR OWN OR HIRED EQUIPMENT AND SHALL HOLD AIRPORT HARMLESS FROM LOSS, DAMAGE OR DESTRUCTION TO SUCH EQUIPMENT.

INSURANCE COMPANIES WHICH DO NOT HAVE AN AM BEST RATING OF A- OR BETTER, AND HAVE A MINIMUM FINANCIAL SIZE OF AT LEAST 4, MUST BE REVIEWED FOR ACCEPTABILITY BY RISK MANAGEMENT.

PLEASE RETURN THIS FORM WITH EVIDENCE OF INSURANCE

INSURANCE REQUIREMENTS FOR LOS ANGELES WORLD AIRPORTS (SUPPLEMENT)

- **Endorsements:**

1. Workers Compensation Waiver of Subrogation Endorsement
 - WC 04 03 06 or similar
 2. General Liability Additional Insured Endorsements
 - ISO Standard Endorsements
 - Ongoing and products-completed operations
- A typed legible name of the Authorized Representative must accompany the signature on the Certificate of Insurance and/or the True and Certified copy of the policy.

- **Certificate Holder:**

Los Angeles World Airports
PO Box 92216
Los Angeles, CA 90009

Exhibit F. Equal Employment Practices

LOS ANGELES ADMINISTRATIVE CODE

Div. 10, Ch. 1, Art. I

EQUAL EMPLOYMENT

Sec. 10.8.3. Equal Employment Practices Provisions.

Every non-construction contract with or on behalf of the City of Los Angeles for which the consideration is \$1,000 or more, and every construction contract for which the consideration is \$1,000 or more, shall contain the following provisions, which shall be designated as the **EQUAL EMPLOYMENT PRACTICES** provision of such contract:

A. During the performance of this contract, the contractor agrees and represents that it will provide equal employment practices and the contractor and each subcontractor hereunder will ensure that in his or her employment practices persons are employed and employees are treated equally and without regard to or because of race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.

1. This provision applies to work or service performed or materials manufactured or assembled in the United States.
2. Nothing in this section shall require or prohibit the establishment of new classifications of employees in any given craft, work or service category.
3. The contractor agrees to post a copy of Paragraph A. hereof in conspicuous places at its place of business available to employees and applicants for employment.

B. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to their race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.

C. As part of the City's supplier registration process, and/or at the request of the awarding authority, or the Board of Public Works, Office of Contract Compliance, the contractor shall certify in the specified format that he or she has not discriminated in the performance of City

contracts against any employee or applicant for employment on the basis or because of race, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status or medical condition.

D. The contractor shall permit access to and may be required to provide certified copies of all of his or her records pertaining to employment and to employment practices by the awarding authority or the Office of Contract Compliance for the purpose of investigation to ascertain compliance with the Equal Employment Practices provisions of City contracts. On their or either of their request the contractor shall provide evidence that he or she has or will comply therewith.

E. The failure of any contractor to comply with the Equal Employment Practices provisions of this contract may be deemed to be a material breach of City contracts. Such failure shall only be established upon a finding to that effect by the awarding authority, on the basis of its own investigation or that of the Board of Public Works, Office of Contract Compliance. 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.

F. Upon a finding duly made that the contractor has failed to comply with the Equal Employment Practices provisions of a City contract, the contract may be forthwith canceled, terminated or suspended, in whole or in part, by the awarding authority, and all monies due or to become due hereunder may be forwarded to and retained by the City of Los Angeles. In addition thereto, such failure to comply may be the basis for a determination by the awarding authority or the Board of Public Works that the said contractor is an irresponsible bidder or proposer pursuant to the provisions of Section 371 of the Charter of the City of Los Angeles. In the event of such a determination, such contractor shall be disqualified from being awarded a contract with the City of Los Angeles for a period of two years, or until the contractor shall establish and

carry out a program in conformance with the provisions hereof.

G. Notwithstanding any other provision of this contract, the City of Los Angeles shall have any and all other remedies at law or in equity for any breach hereof.

H. The Board of Public Works shall promulgate rules and regulations through the Office of Contract Compliance, and provide necessary forms and required language to the awarding authorities to be included in City Request for Bids or Request for Proposal packages or in supplier registration requirements for the implementation of the Equal Employment Practices provisions of this contract, and such rules and regulations and forms shall, so far as practicable, be similar to those adopted in applicable Federal Executive orders. No other rules, regulations or forms may be used by an awarding authority of the City to accomplish the contract compliance program.

I. Nothing contained in this contract shall be construed in any manner so as to require or permit any act which is prohibited by law.

J. At the time a supplier registers to do business with the City, or when an individual bid or proposal is submitted, the contractor shall agree to adhere to the Equal Employment Practices specified herein during the performance or conduct of City Contracts.

K. Equal Employment Practices shall, without limitation as to the subject or nature of employment activity, be concerned with such employment practices as:

1. Hiring practices;
2. Apprenticeships where such approved programs are functioning, and other on-the-job training for non-apprenticeable occupations;
3. Training and promotional opportunities; and
4. Reasonable accommodations for persons with disabilities.

L. All contractors subject to the provisions of this section shall include a like provision in all subcontracts awarded for work to be performed under the contract with the City and shall impose the same obligations, including but not limited to filing and reporting obligations, on the subcontractors as are applicable to the contractor. Failure of the contractor to comply with this requirement or to obtain the compliance of its subcontractors with all such obligations shall subject the contractor to the imposition of any and all sanctions allowed by law, including but not limited to termination of the contractor's contract with the City.

SECTION HISTORY

Amended by: Ord. No. 147,030, Eff. 4-28-75; Paragraphs A., B., C., Ord. No. 164,516, Eff. 4-13-89; Paragraphs C., Ord. No. 168,244, Eff. 10-18-92; Ord. No. 173,186, Eff. 5-22-00; Subsec. F., Ord. No. 173,285, Eff. 6-26-00, Oper. 7-1-00.

Exhibit G. Affirmative Action

LOS ANGELES ADMINISTRATIVE CODE

Div. 10, Ch. 1, Art. 1

AFFIRMATIVE ACTION

Sec. 10.8.4. Affirmative Action Program Provisions.

Every non-construction contract with or on behalf of the City of Los Angeles for which the consideration is \$100,000 or more and every construction contract with or on behalf of the City of Los Angeles for which the consideration is \$5,000 or more shall contain the following provisions which shall be designated as the **AFFIRMATIVE ACTION PROGRAM** provisions of such contract:

A. During the performance of a City contract, the contractor certifies and represents that the contractor and each subcontractor hereunder will adhere to an affirmative action program to ensure that in its employment practices, persons are employed and employees are treated equally and without regard to or because of race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.

1. This provision applies to work or services performed or materials manufactured or assembled in the United States.

2. Nothing in this section shall require or prohibit the establishment of new classifications of employees in any given craft, work or service category.

3. The contractor shall post a copy of Paragraph A hereof in conspicuous places at its place of business available to employees and applicants for employment.

B. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to their race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.

C. As part of the City's supplier registration process, and/or at the request of the awarding authority or the Office of Contract Compliance, the contractor shall certify on an electronic or hard copy form to be supplied, that the contractor has not discriminated in the performance of City contracts against any employee or applicant for employment on the basis or because of race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.

D. The contractor shall permit access to and may be required to provide certified copies of all of its records pertaining to employment and to its employment practices by the awarding authority or the Office of Contract Compliance, for the purpose of investigation to ascertain compliance with the Affirmative Action Program provisions of City contracts, and on their or either of their request to provide evidence that it has or will comply therewith.

E. The failure of any contractor to comply with the Affirmative Action Program provisions of City contracts may be deemed to be a material breach of contract. Such failure shall only be established upon a finding to that effect by the awarding authority, on the basis of its own investigation or that of the Board of Public Works, Office of Contract Compliance. No such finding shall be made except upon a full and fair hearing after notice and an opportunity to be heard has been given to the contractor.

F. Upon a finding duly made that the contractor has breached the Affirmative Action Program provisions of a City contract, the contract may be forthwith cancelled, terminated or suspended, in whole or in part, by the awarding authority, and all monies due or to become due hereunder may be forwarded to and retained by the City of Los Angeles. In addition thereto, such breach may be the basis for a determination by the awarding authority or the Board of Public Works that the said contractor is an irresponsible bidder or proposer pursuant to the provisions of Section

371 of the Los Angeles City Charter. In the event of such determination, such contractor shall be disqualified from being awarded a contract with the City of Los Angeles for a period of two years, or until he or she shall establish and carry out a program in conformance with the provisions hereof.

G. In the event of a finding by the Fair Employment and Housing Commission of the State of California, or the Board of Public Works of the City of Los Angeles, or any court of competent jurisdiction, that the contractor has been guilty of a willful violation of the California Fair Employment and Housing Act, or the Affirmative Action Program provisions of a City contract, there may be deducted from the amount payable to the contractor by the City of Los Angeles under the contract, a penalty of TEN DOLLARS (\$10.00) for each person for each calendar day on which such person was discriminated against in violation of the provisions of a City contract.

H. Notwithstanding any other provisions of a City contract the City of Los Angeles shall have any and all other remedies at law or in equity for any breach hereof.

I. The Public Works Board of Commissioners shall promulgate rules and regulations through the Office of Contract Compliance and provide to the awarding authorities electronic and hard copy forms for the implementation of the Affirmative Action Program provisions of City contracts, and rules and regulations and forms shall, so far as practicable, be similar to those adopted in applicable Federal Executive Orders. No other rules, regulations or forms may be used by an awarding authority of the City to accomplish this contract compliance program.

J. Nothing contained in City contracts shall be construed in any manner so as to require or permit any act which is prohibited by law.

K. The contractor shall submit an Affirmative Action Plan which shall meet the requirements of this chapter at the time it submits its bid or proposal or at the time it registers to do business with the City. The plan shall be subject to approval by the Office of Contract Compliance prior to award of the contract. The awarding authority may also require contractors and suppliers to take part in a pre-registration, pre-

bid, pre-proposal, or pre-award conference in order to develop, improve or implement a qualifying Affirmative Action Plan. Affirmative Action Programs developed pursuant to this section shall be effective for a period of twelve months from the date of approval by the Office of Contract Compliance. In case of prior submission of a plan, the contractor may submit documentation that it has an Affirmative Action Plan approved by the Office of Contract Compliance within the previous twelve months. If the approval is 30 days or less from expiration, the contractor must submit a new Plan to the Office of Contract Compliance and that Plan must be approved before the contract is awarded.

(1) Every contract of \$5,000 or more which may provide construction, demolition, renovation, conservation or major maintenance of any kind shall in addition comply with the requirements of Section 10.13 of the Los Angeles Administrative Code.

(2) A contractor may establish and adopt as its own Affirmative Action Plan, by affixing his or her signature thereto, an Affirmative Action Plan prepared and furnished by the Office of Contract Compliance, or it may prepare and submit its own Plan for approval.

L. The Office of Contract Compliance shall annually supply the awarding authorities of the City with a list of contractors and suppliers who have developed Affirmative Action Programs. For each contractor and supplier the Office of Contract Compliance shall state the date the approval expires. The Office of Contract Compliance shall not withdraw its approval for any Affirmative Action Plan or change the Affirmative Action Plan after the date of contract award for the entire contract term without the mutual agreement of the awarding authority and the contractor.

M. The Affirmative Action Plan required to be submitted hereunder and the pre-registration, pre-bid, pre-proposal or pre-award conference which may be required by the Board of Public Works, Office of Contract Compliance or the awarding authority shall, without limitation as to the subject or nature of employment activity, be concerned with such employment practices as:

1. Apprenticeship where approved programs are functioning, and other on-the-job training for non-apprenticeable occupations;
2. Classroom preparation for the job when not apprenticeable;
3. Pre-apprenticeship education and preparation;
4. Upgrading training and opportunities;
5. Encouraging the use of contractors, subcontractors and suppliers of all racial and ethnic groups, provided, however, that any contract subject to this ordinance shall require the contractor, subcontractor or supplier to provide not less than the prevailing wage, working conditions and practices generally observed in private industries in the contractor's, subcontractor's or supplier's geographical area for such work;
6. The entry of qualified women, minority and all other journeymen into the industry; and
7. The provision of needed supplies or job conditions to permit persons with disabilities to be employed, and minimize the impact of any disability.

N. Any adjustments which may be made in the contractor's or supplier's work force to achieve the requirements of the City's Affirmative Action Contract Compliance Program in purchasing and construction shall be accomplished by either an increase in the size of the work force or replacement of those employees who leave the work force by reason of resignation, retirement or death and not by termination, layoff, demotion or change in grade.

O. Affirmative Action Agreements resulting from the proposed Affirmative Action Plan or the pre-registration, pre-bid, pre-proposal or pre-award conferences shall not be confidential and may be publicized by the contractor at his or her discretion. Approved Affirmative Action Agreements become the property of the City and may be used at the discretion of the City in its Contract Compliance Affirmative Action Program.

P. This ordinance shall not confer upon the City of Los Angeles or any Agency, Board or Commission thereof any power not otherwise provided by law to determine the legality of any existing collective bargaining agreement and

shall have application only to discriminatory employment practices by contractors or suppliers engaged in the performance of City contracts.

Q. All contractors subject to the provisions of this section shall include a like provision in all subcontracts awarded for work to be performed under the contract with the City and shall impose the same obligations, including but not limited to filing and reporting obligations, on the subcontractors as are applicable to the contractor. Failure of the contractor to comply with this requirement or to obtain the compliance of its subcontractors with all such obligations shall subject the contractor to the imposition of any and all sanctions allowed by law, including but not limited to termination of the contractor's contract with the City.

SECTION HISTORY

Amended by Ord. No. 147,030, Eff. 4-28-75; Paragraphs A., B., C., Ord. No. 164,516, Eff. 4-13-89; Paragraphs B. and C., Ord. No. 168,244, Eff. 10-18-92; Title and Section, Ord. No. 173,186, Eff. 5-22-00; Subsec. F, Ord. No. 173,285, Eff. 6-26-00, Oper. 7-1-00.

Exhibit H. Living Wage Ordinance/Compliance

LOS ANGELES ADMINISTRATIVE CODE

Div. 10, Chap. 1, Art. 11

LIVING WAGE ORDINANCE

Sec. 10.37. Legislative Findings.

The City awards many contracts to private firms to provide services to the public and to City government. Many lessees or licensees of City property perform services that affect the proprietary interests of City government in that their performance impacts the success of City operations. The City also provides financial assistance and funding to others for the purpose of economic development or job growth. The City expends grant funds under programs created by the federal and state governments. Such expenditures serve to promote the goals established for those programs by such governments and similar goals of the City. The City intends that the policies underlying this article serve to guide the expenditure of such funds to the extent allowed by the laws under which such grant programs are established.

Experience indicates that procurement by contract of services has all too often resulted in the payment by service contractors to their employees of wages at or slightly above the minimum required by federal and state minimum wage laws. Such minimal compensation tends to inhibit the quantity and quality of services rendered by such employees to the City and to the public. Underpaying employees in this way fosters high turnover, absenteeism, and lackluster performance. Conversely, adequate compensation promotes amelioration of these undesirable conditions. Through this article the City intends to require service contractors to provide a minimum level of compensation that will improve the level of services rendered to and for the City.

The inadequate compensation typically paid today also fails to provide service employees with resources sufficient to afford life in Los Angeles. It is unacceptable that contracting decisions involving the expenditure of City funds should foster conditions placing a burden on limited social services. The City, as a principal provider of social support services, has an interest in promoting an employment environment that protects such limited resources. In requiring the payment of a higher minimum level of compensation, this article benefits that interest.

Nothing less than the living wage should be paid by the recipients of City financial assistance themselves. Whether they be engaged in manufacturing or some other line of business, the City does not wish to foster an economic climate where a lesser wage is all that is offered to the working poor. The same adverse social consequences from such inadequate

compensation emanate just as readily from manufacturing, for example, as service industries. This article is meant to protect these employees as well.

The City holds a proprietary interest in the work performed by many employees employed by lessees and licensees of City property and by their service contractors and subcontractors. In a very real sense, the success or failure of City operations may turn on the success or failure of these enterprises, for the City has a genuine stake in how the public perceives the services rendered for them by such businesses. Inadequate compensation of these employees adversely impacts the performance by the City's lessee or licensee and thereby does the same for the success of City operations. By the 1998 amendment to this article, recognition is given to the prominence of this interest at those facilities visited by the public on a frequent basis, including but not limited to, terminals at Los Angeles International Airport, Ports O'Call Village in San Pedro, and golf courses and recreation centers operated by the Department of Recreation and Parks. This article is meant to cover all such employees not expressly exempted.

Requiring payment of the living wage serves both proprietary and humanitarian concerns of the City. Primarily because of the latter concern and experience to date regarding the failure of some employers to honor their obligation to pay the living wage, the 1998 amendments introduce additional enforcement mechanisms to ensure compliance with this important obligation. Non-complying employers must now face the prospect of paying civil penalties, but only if they fail to cure non-compliance after having been given formal notice thereof. Where non-payment is the issue, employers who dispute determinations of non-compliance may avoid civil penalties as well by paying into a City holding account the monies in dispute. Employees should not fear retaliation, such as by losing their jobs, simply because they claim their right to the living wage, irrespective of the accuracy of the claim. The 1998 amendments strengthen the prohibition against retaliation to serve as a critical shield against such employer misconduct.

SECTION HISTORY

*Article and Section Added by Ord. No. 171,547, Eff. 5-5-97.
Amended by: In Entirety, Ord. No. 172,336, Eff. 1-14-99.*

Sec. 10.37.1. Definitions.

The following definitions shall apply throughout this article:

(a) "Airport" means the Department of Airports and each of the airports which it operates.

(b) "Airport Employer" means an Employer, as the term is defined in this section, at the Airport.

(c) "Airport Employee" means an Employee, as the term is defined in this section, of an Airport Employer.

(d) "Awarding authority" means that subordinate or component entity or person of the City (such as a department) or of the financial assistance recipient that awards or is otherwise responsible for the administration of a service contract or public lease or license, or, where there is no such subordinate or component entity or person, then the City or the City financial assistance recipient.

(e) "City" means the City of Los Angeles and all awarding authorities thereof, including those City departments which exercise independent control over their expenditure of funds, but excludes the Community Redevelopment Agency of the City of Los Angeles ("CRA"). The CRA is urged, however, to adopt a policy similar to that set forth in this article.

(f) "City financial assistance recipient" means any person who receives from the City discrete financial assistance for economic development or job growth expressly articulated and identified by the City, as contrasted with generalized financial assistance such as through tax legislation, in accordance with the following monetary limitations. Assistance given in the amount of one million dollars (\$1,000,000) or more in any twelve-month period shall require compliance with this article for five years from the date such assistance reaches the one million dollar (\$1,000,000) threshold. For assistance in any twelve-month period totaling less than one million dollars (\$1,000,000) but at least one hundred thousand dollars (\$100,000), there shall be compliance for one year if at least one hundred thousand dollars (\$100,000) of such assistance is given in what is reasonably contemplated at the time to be on a continuing basis, with the period of compliance beginning when the accrual during such twelve-month period of such continuing assistance reaches the one hundred thousand dollar (\$100,000) threshold.

Categories of such assistance include, but are not limited to, bond financing, planning assistance, tax increment financing exclusively by the City, and tax credits, and shall not include assistance provided by the Community Development Bank. City staff assistance shall not be regarded as financial assistance for purposes of this article. A loan shall not be regarded as financial assistance. The forgiveness of a loan shall be

regarded as financial assistance. A loan shall be regarded as financial assistance to the extent of any differential between the amount of the loan and the present value of the payments thereunder, discounted over the life of the loan by the applicable federal rate as used in 26 U.S.C. Sections 1274(d), 7872(f). A recipient shall not be deemed to include lessees and sublessees.

A recipient shall be exempted from application of this article if:

(1) It is in its first year of existence, in which case the exemption shall last for one (1) year,

(2) It employs fewer than five (5) employees for each working day in each of twenty (20) or more calendar weeks in the current or preceding calendar year, or

(3) it obtains a waiver as provided herein.

A recipient - who employs the long-term unemployed or provides trainee positions intended to prepare employees for permanent positions, and who claims that compliance with this article would cause an economic hardship - may apply in writing to the City department or office administering such assistance, which department or office shall forward such application and its recommended action on it to the City Council. Waivers shall be effected by Council resolution.

(g) "Contractor" means any person that enters into:

(1) a service contract with the City,

(2) a service contract with a proprietary lessee or licensee or sublessee or sublicensee, or

(3) a contract with a City financial assistance recipient to assist the recipient in performing the work for which the assistance is being given. Vendors, such as service contractors, of City financial assistance recipients shall not be regarded as contractors except to the extent provided in Subsection (i).*

*Technical correction due to re-lettering of subsections; "Subsection (f)" corrected to "Subsection (i)".

(h) "Designated Administrative Agency (DAA)" means the Department of Public Works, Bureau of Contract Administration, who shall bear administrative responsibilities under this article.

(i) "Employee" means any person - who is not a managerial, supervisory, or confidential employee and who is not required to possess an occupational license - who is employed

(1) as a service employee of a contractor or subcontractor on or under the authority of one or more service contracts and who expends any of his or her time thereon, including but not limited to: hotel

employees; restaurant, food service or banquet employees; janitorial employees; security guards; parking attendants; nonprofessional health care employees; gardeners; waste management employees; and clerical employees;

(2) as a service employee - of a public lessee or licensee, of a sublessee or sublicensee, or of a service contractor or subcontractor of a public lessee or licensee, or sublessee or sublicensee - who works on the leased or licensed premises;

(3) by a City financial assistance recipient who expends at least half of his or her time on the funded project; or

(4) by a service contractor or subcontractor of a City financial assistance recipient and who expends at least half of his or her time on the premises of the City financial assistance recipient directly involved with the activities funded by the City.

(j) "Employer" means any person who is a City financial assistance recipient, contractor, subcontractor, public lessee, public sublessee, public licensee, or public sublicensee and who is required to have a business tax registration certificate by Los Angeles Municipal Code §§ 21.00 - 21.198 or successor ordinance or, if expressly exempted by the Code from such tax, would otherwise be subject to the tax but for such exemption; provided, however, that corporations organized under §501(c)(3) of the United States Internal Revenue Code of 1954, 26 U.S.C. §501(c)(3), whose chief executive officer earns a salary which, when calculated on an hourly basis, is less than eight (8) times the lowest wage paid by the corporation, shall be exempted as to all employees other than child care workers.

(k) "Person" means any individual, proprietorship, partnership, joint venture, corporation, limited liability company, trust, association, or other entity that may employ individuals or enter into contracts.

(l) "Public lease or license".

(a) Except as provided in (l)(b)*, "Public lease or license" means a lease or license of City property on which services are rendered by employees of the public lessee or licensee or sublessee or sublicensee, or of a contractor or subcontractor, but only where any of the following applies:

*Technical correction due to re-lettering of subsections; "(l)(b)" corrected to "(l)(b)".

(1) The services are rendered on premises at least a portion of which is visited by substantial numbers of the public on a frequent basis (including, but not limited to, airport passenger terminals, parking lots, golf courses, recreational facilities); or

(2) Any of the services could feasibly be performed by City employees if the awarding authority had the requisite financial and staffing resources; or

(3) The DAA has determined in writing that coverage would further the proprietary interests of the City.

(b) A public lessee or licensee will be exempt from the requirements of this article subject to the following limitations:

(1) The lessee or licensee has annual gross revenues of less than the annual gross revenue threshold, three hundred fifty thousand dollars (\$350,000), from business conducted on City property;

(2) The lessee or licensee employs no more than seven (7) people total in the company on and off City property;

(3) To qualify for this exemption, the lessee or licensee must provide proof of its gross revenues and number of people it employs in the company's entire workforce to the awarding authority as required by regulation;

(4) Whether annual gross revenues are less than three hundred fifty thousand dollars (\$350,000) shall be determined based on the gross revenues for the last tax year prior to application or such other period as may be established by regulation;

(5) The annual gross revenue threshold shall be adjusted annually at the same rate and at the same time as the living wage is adjusted under section 10.37.2 (a);

(6) A lessee or licensee shall be deemed to employ no more than seven (7) people if the company's entire workforce worked an average of no more than one thousand two-hundred fourteen (1,214) hours per month for at least three-fourths (3/4) of the time period that the revenue limitation is measured;

(7) Public leases and licenses shall be deemed to include public subleases and sublicenses;

(8) If a public lease or license has a term of more than two (2) years, the exemption granted pursuant to this section shall expire after two (2) years but shall be renewable in two-year increments upon meeting the requirements therefor at the time of the renewal application or such period established by regulation.

(m) "Service contract" means a contract let to a contractor by the City primarily for the furnishing of services to or for the City (as opposed to the purchase of goods or other property or the leasing or renting of property) and that involves an expenditure in excess of twenty-five thousand dollars (\$25,000) and a contract term of at least three (3) months; but only where any of the following applies:

(1) at least some of the services rendered are rendered by employees whose work site is on property owned by the City,

(2) the services could feasibly be performed by City employees if the awarding authority had the requisite financial and staffing resources, or

(3) the DAA has determined in writing that coverage would further the proprietary interests of the City.

(n) "Subcontractor" means any person not an employee that enters into a contract (and that employs employees for such purpose) with

(1) a contractor or subcontractor to assist the contractor in performing a service contract or

(2) a contractor or subcontractor of a proprietary lessee or licensee or sublessee or sublicensee to perform or assist in performing services on the leased or licensed premises. Vendors, such as service contractors or subcontractors, of City financial assistance recipients shall not be regarded as subcontractors except to the extent provided in Subsection (l).*

*Technical correction due to re-lettering of subsections: "Subsection (f)" corrected to "Subsection (i)".

(o) "Willful violation" means that the employer knew of his, her, or its obligations under this article and deliberately failed or refused to comply with its provisions.

SECTION HISTORY

*Added by Ord. No. 171,547, Eff. 5-5-97.
Amended by: In Entirety, Ord. No. 172,336, Eff. 1-14-99; Subsec. (e), Ord. No. 176,155, Eff. 9-22-04; Subsec. (e), Ord. No. 176,283, Eff. 12-25-04, Oper. 9-22-04; Subsecs. (a) through (i) re-lettered (d) through (o), respectively and new Subsecs. (a), (b), and (c) added, Ord. No. 180,877, Eff. 10-19-09.*

Sec. 10.37.2. Payment of Minimum Compensation to Employees.

(a) **Wages.** Employers shall pay Employees a wage of no less than the hourly rates set under the authority of this article. The initial rates were seven dollars and twenty-five cents (\$7.25) per hour with health benefits, as described in this article, or otherwise eight dollars and fifty cents (\$8.50) per hour without health benefits. With the annual adjustment effective July 1, 2009, together with all previous annual adjustments as provided by this subsection, such rates are ten dollars and thirty cents (\$10.30) per hour with health benefits or, if health benefits are not provided, then fourteen dollars and eighty cents (\$14.80) per hour for Airport Employees and eleven dollars and fifty-five cents

(\$11.55) per hour for all other Employees. The hourly rate with health benefits to be paid to all Employees and the hourly rate without health benefits to be paid to Airport Employees shall be adjusted annually to correspond with adjustments, if any, to retirement benefits paid to members of the Los Angeles City Employees Retirement System (LACERS), made by the CERS Board of Administration under § 4.1040. The Office of Administrative and Research Services shall so advise the DAA of any such change by June 1 of each year and of the required new hourly rates, if any. On the basis of such report, the DAA shall publish a bulletin announcing the adjusted rates, which shall take effect upon such publication.

(b) **Compensated Days Off.** Employers shall provide at least twelve (12) compensated days off per year for sick leave, vacation, or personal necessity at the employee's request. Employers shall also permit employees to take at least an additional ten (10) days a year of uncompensated time to be used for sick leave for the illness of the employee or a member of his or her immediate family where the employee has exhausted his or her compensated days off for that year.

SECTION HISTORY

*Added by Ord. No. 171,547, Eff. 5-5-97.
Amended by: In Entirety, Ord. No. 172,336, Eff. 1-14-99; Subsec. (a), Ord. No. 173,285, Eff. 6-26-00, Oper. 7-1-00; Subsec. (a), Ord. No. 180,877, Eff. 10-19-09.*

Sec. 10.37.3. Health Benefits.

(a) **Health Benefits.** The health benefits required by this article shall consist of the payment of at least four dollars and fifty cents (\$4.50) per hour by Airport Employers and at least one dollar and twenty-five cents (\$1.25) per hour by all other Employers towards the provision of health care benefits for Employees and their dependents. Proof of the provision of such benefits must be submitted to the awarding authority to qualify for the wage rate in Section 10.37(a) for Employees with health benefits. Airport Employees cannot waive the health benefits offered by an Airport Employer when the Airport Employer does not require an out-of-pocket contribution by the Airport Employee. Consistent with and as shall be reflected in the hourly rates payable to Airport Employees as provided in 10.37.2(a) above, the amount of payment for health benefits by Airport Employers shall be adjusted annually to correspond with adjustments, if any, to retirement benefits paid to members of the Los Angeles City Employees Retirement System (LACERS), made by the CERS Board of Administration under § 4.1040. The Office of Administrative and Research Services shall so advise the DAA of any such change by June 1 of each year and of the required new hourly payments, if any. On the basis of such report, the DAA shall publish a bulletin announcing the adjusted payment, which shall take effect upon such publication.

(b) **Periodic Review.** At least once every three years, the Office of Administrative and Research Services shall review the health benefit payment by Airport Employers set forth in 10.37.3(a) to determine whether the payment accurately reflects the cost of health care and to assess the impacts of the health benefit payment on Airport Employers and Airport Employees and shall transmit a report with its findings to the Council.

SECTION HISTORY

*Added by Ord. No. 171,547, Eff. 5-5-97.
Amended by: In Entirety, Ord. No. 172,336, Eff. 1-14-99; In
Entirety, Ord. No. 180,877, Eff. 10-19-09.*

Sec. 10.37.4. Notifying Employees of their Potential Right to the Federal Earned Income Credit.

Employers shall inform employees making less than twelve dollars (\$12) per hour of their possible right to the federal Earned Income Credit ("EIC") under Section 32 of the Internal Revenue Code of 1954, 26 U.S.C. Section 32, and shall make available to employees forms informing them about the EIC and forms required to secure advance EIC payments from the employer.

SECTION HISTORY

*Added by Ord. No. 171,547, Eff. 5-5-97.
Amended by: In Entirety, Ord. No. 172,336, Eff. 1-14-99.*

Sec. 10.37.5. Retaliation Prohibited.

Neither an employer, as defined in this article, nor any other person employing individuals shall discharge, reduce in compensation, or otherwise discriminate against any employee for complaining to the City with regard to the employer's compliance or anticipated compliance with this article, for opposing any practice proscribed by this article, for participating in proceedings related to this article, for seeking to enforce his or her rights under this article by any lawful means, or for otherwise asserting rights under this article.

SECTION HISTORY

*Added by Ord. No. 171,547, Eff. 5-5-97.
Amended by: In Entirety, Ord. No. 172,336, Eff. 1-14-99.*

Sec. 10.37.6. Enforcement.

(a) An employee claiming violation of this article may bring an action in the Municipal Court or Superior Court of the State of California, as appropriate, against an employer and may be awarded:

(1) For failure to pay wages required by this article - back pay for each day during which the violation continued,

(2) For failure to pay medical benefits - the differential between the wage required by this article without benefits and such wage with benefits, less amounts paid, if any, toward medical benefits,

(3) For retaliation - reinstatement, back pay, or other equitable relief the court may deem appropriate.

(4) For willful violations, the amount of monies to be paid under (1) - (3) shall be trebled,

(b) The court shall award reasonable attorney's fees and costs to an employee who prevails in any such enforcement action and to an employer who so prevails if the employee's suit was frivolous.

(c) Compliance with this article shall be required in all City contracts to which it applies, and such contracts shall provide that violation of this article shall constitute a material breach thereof and entitle the City to terminate the contract and otherwise pursue legal remedies that may be available. Such contracts shall also include a pledge that there shall be compliance with federal law proscribing retaliation for union organizing.

(d) An employee claiming violation of this article may report such claimed violation to the DAA which shall investigate such complaint. Whether based upon such a complaint or otherwise, where the DAA has determined that an employer has violated this article, the DAA shall issue a written notice to the employer that the violation is to be corrected within ten (10) days. In the event that the employer has not demonstrated to the DAA within such period that it has cured such violation, the DAA may then:

(1) Request the awarding authority to declare a material breach of the service contract, public lease or license, or financial assistance agreement and exercise its contractual remedies thereunder, which are to include, but not be limited to, termination of the service contract, public lease or license, or financial assistance agreement and the return of monies paid by the City for services not yet rendered.

(2) Request the City Council to debar the employer from future City contracts, leases, and licenses for three (3) years or until all penalties and restitution have been fully paid, whichever occurs last. Such debarment shall be to the extent permitted by, and under whatever procedures may be required by, law.

(3) Request the City Attorney to bring a civil action against the employer seeking:

(i) Where applicable, payment of all unpaid wages or health premiums prescribed by this article; and/or

(ii) A fine payable to the City in the amount of up to one hundred dollars (\$100) for each violation for each day the violation remains uncured.

Where the alleged violation concerns non-payment of wages or health premiums, the employer will not be subject to debarment or civil penalties if it pays the monies in dispute into a holding account maintained by the City for such purpose. Such disputed monies shall be presented to a neutral arbitrator for binding arbitration. The arbitrator shall determine whether such monies shall be disbursed, in whole or in part, to the employer or to the employees in question. Regulations promulgated by the DAA shall establish the framework and procedures of such arbitration process. The cost of arbitration shall be borne by the City, unless the arbitrator determines that the employer's position in the matter is frivolous, in which event the arbitrator shall assess the employer for the full cost of the arbitration. Interest earned by the City on monies held in the holding account shall be added to the principal sum deposited, and the monies shall be disbursed in accordance with the arbitration award. A service charge for the cost of account maintenance and service may be deducted therefrom.

(e) Notwithstanding any provision of this Code or any other ordinance to the contrary, no criminal penalties shall attach for violation of this article.

SECTION HISTORY

*Added by Ord. No. 171,547, Eff. 5-5-97.
Amended by: In Entirety, Ord. No. 172,336, Eff. 1-14-99; Subsec. (d), Para. (1), Ord. No. 173,747, Eff. 2-24-01.*

Sec. 10.37.7. Administration.

The City Council shall by resolution designate a department or office, which shall promulgate rules for implementation of this article and otherwise coordinate administration of the requirements of this article ("designated administrative agency" - DAA). The DAA shall monitor compliance, including the investigation of claimed violations, and shall promulgate implementing regulations consistent with this article. The DAA shall also issue determinations that persons are City financial assistance recipients, that particular contracts shall be regarded as "service contracts" for purposes of Section 10.37.1(j), and that particular leases and licenses shall be regarded as "public leases" or "public licenses" for purposes of Section 10.37.1(i), when it receives an application for a determination of non-coverage or exemption as provided for in Section 10.37.13. The DAA shall also establish employer reporting requirements on employee compensation and on notification about and

usage of the federal Earned Income Credit referred to in Section 10.37.4. The DAA shall report on compliance to the City Council no less frequently than annually.

During the first, third, and seventh years of this article's operation since May 5, 1997, and every third year thereafter, the Office of Administrative and Research Services and the Chief Legislative Analyst shall conduct or commission an evaluation of this article's operation and effects. The evaluation shall specifically address at least the following matters:

(a) how extensively affected employers are complying with the article;

(b) how the article is affecting the workforce composition of affected employers;

(c) how the article is affecting productivity and service quality of affected employers;

(d) how the additional costs of the article have been distributed among workers, their employers, and the City. Within ninety days of the adoption of this article, these offices shall develop detailed plans for evaluation, including a determination of what current and future data will be needed for effective evaluation.

SECTION HISTORY

*Added by Ord. No. 171,547, Eff. 5-5-97.
Amended by: In Entirety, Ord. No. 172,336, Eff. 1-14-99; Ord. No. 173,285, Eff. 6-26-00, Oper. 7-1-00; Ord. No. 173,747, Eff. 2-24-01.*

Sec. 10.37.8. Exclusion of Service Contracts from Competitive Bidding Requirement.

Service contracts otherwise subject to competitive bid shall be let by competitive bid if they involve the expenditure of at least two-million dollars (\$2,000,000). Charter Section 372 shall not be applicable to service contracts.

SECTION HISTORY

*Added by Ord. No. 171,547, Eff. 5-5-97.
Amended by: In Entirety, Ord. No. 172,336, Eff. 1-14-99; Ord. No. 173,285, Eff. 6-26-00, Oper. 7-1-00.*

Sec. 10.37.9. Coexistence with Other Available Relief for Specific Deprivations of Protected Rights.

This article shall not be construed to limit an employee's right to bring legal action for violation of other minimum compensation laws.

SECTION HISTORY

Added by Ord. No. 171,547, Eff. 5-5-97.

Amended by: In Entirety, Ord. No. 172,336, Eff. 1-14-99.

Sec. 10.37.10. Expenditures Covered.

This article shall apply to the expenditure - whether through aid to City financial assistance recipients, service contracts let by the City, or service contracts let by its financial assistance recipients - of funds entirely within the City's control and to other funds, such as federal or state grant funds, where the application of this article is consonant with the laws authorizing the City to expend such other funds.

SECTION HISTORY

Added by Ord. No. 171,547, Eff. 5-5-97.

Amended by: In Entirety, Ord. No. 172,336, Eff. 1-14-99.

Sec. 10.37.11. Timing of Application.

(a) **Original 1997 Ordinance.** The provisions of this article as enacted by City Ordinance No. 171,547, effective May 5, 1997, shall apply to

(1) contracts consummated and financial assistance provided after such date,

(2) contract amendments consummated after such date and before the effective date of the 1998 ordinance which themselves met the requirements of former Section 10.37.1(h) (definition of "service contract") or which extended contract duration, and

(3) supplemental financial assistance provided after May 5, 1997 and before the effective date of the 1998 ordinance which itself met the requirements of Section 10.37.1(c).

(b) **1998 Amendment.** The provisions of this article as amended by the 1998 ordinance shall apply to

(1) service contracts, public leases or licenses, and financial assistance agreements consummated after the effective date of such ordinance and

(2) amendments, consummated after the effective date of such ordinance, to service contracts, public leases or licenses, and financial assistance agreements that provide additional monies or which extend term.

(c) **2000 amendment.** The provisions of this article as amended by the 2000 ordinance shall apply to

(1) service contracts, public leases or public licenses and City financial assistance recipient agreements consummated after the effective date of such ordinance and

(2) amendments to service contracts, public leases or licenses and City financial assistance recipient agreements which are consummated after the effective date of such ordinance and which provide additional monies or which extend the term.

(d) **2009 Amendment.** The provisions of this article as amended by the 2009 ordinance shall become operative ninety (90) days following the effective date of the 2009 ordinance.

SECTION HISTORY

Added by Ord. No. 171,547, Eff. 5-5-97.

Amended by: In Entirety, Ord. No. 172,336, Eff. 1-14-99; Subsec. (b), Subsec. (c) Added, Ord. No. 173,747, Eff. 2-24-01; Subsec. (d) Added, Ord. No. 180,877, Eff. 10-19-09.

Sec. 10.37.12. Supersession by Collective Bargaining Agreement.

Parties subject to this article may by collective bargaining agreement provide that such agreement shall supersede the requirements of this article.

SECTION HISTORY

Added by Ord. No. 171,547, Eff. 5-5-97.

Amended by: In Entirety, Ord. No. 172,336, Eff. 1-14-99.

Sec. 10.37.13. Liberal Interpretation of Coverage; Rebuttable Presumption of Coverage.

The definitions of "City financial assistance recipient" in Section 10.37.1(c), of "public lease or license" in Section 10.37.1(f), and of "service contract" in Section 10.37.1(j) shall be liberally interpreted so as to further the policy objectives of this article. All recipients of City financial assistance meeting the monetary thresholds of Section 10.37.1(c), all City leases and licenses (including subleases and sublicenses) where the City is the lessor or licensor, and all City contracts providing for services that are more than incidental, shall be presumed to meet the corresponding definition just mentioned, subject, however, to a determination by the DAA of non-coverage or exemption on any basis allowed by this article, including, but not limited to, non-coverage for failure to satisfy such definition. The DAA shall by regulation establish procedures for informing persons engaging in such transactions with the City of their opportunity to apply for a determination of non-coverage or exemption and procedures for making determinations on such applications.

SECTION HISTORY

Added by Ord. No. 172,336, Eff. 1-14-99.

Amended by: Ord. No. 173,747, Eff. 2-24-01.

Sec. 10.37.14. Severability.

If any provision of this article is declared legally invalid by any court of competent jurisdiction, the remaining provisions shall remain in full force and effect.

SECTION HISTORY

Added by Ord. No. 172,336, Eff. 1-14-99.

Sec. 10.37.15. Coexistence with Other Ordinances.

This article is not superseded by any requirement in Article 7 of Chapter XVIII of the Los Angeles Municipal Code.

SECTION HISTORY

Added by Ord. No. 183,805, Eff. 9-19-15.

Exhibit I. Service Contract Worker Retention Ordinance

LOS ANGELES ADMINISTRATIVE CODE

Div. 10, Ch. 1, Art. 10

SERVICE CONTRACTOR WORKER RETENTION ORDINANCE

Sec. 10.36 Findings and Statement of Policy.

The City awards many contracts to private firms to provide services to the public and to City government. The City awards many contracts to private firms to provide services to the public and to City government. The City also provides financial assistance and funding to others for the purpose of economic development or job growth. At the conclusion of the terms of a service contract with the City or with those receiving financial assistance from the City, competition results in the awarding of a service contract to what may be a different contractor. These new contracts often involve anticipated changes in different managerial skills, new technology or techniques, new themes or presentations, or lower costs.

The City expends grant funds under programs created by the federal and state governments. Such expenditures serve to promote the goals established for those programs by such governments and similar goals of the City. The City intends that the policies underlying this article serve to guide the expenditure of such funds to the extent allowed by the laws under which such grant programs are established.

Despite desired changes through the process of entering into new contracts, it is the experience of the City that reasons for change do not necessarily include a need to replace workers presently performing services who already have useful knowledge about the workplace where the services are performed.

Incumbent workers have already invaluable knowledge and experience with the work schedules, practices, and clients. The benefits of replacing these workers without such experiences decreases efficiency and results in a disservice to City and City financed or assisted projects.

Retaining existing service workers when a change in contractors occurs reduces the likelihood of labor disputes and disruptions. The reduction of the likelihood of labor disputes and disruptions results in the assured continuity of services to citizens who receive services provided by the City or by City financed or assisted projects.

It is unacceptable that contracting decisions involving the expenditure of City funds should have any potential effect of creating unemployment and the consequential need for social services. The City, as a principal provider of social support services, has an interest in the stability of employment under contracts with the City or by those receiving financial assistance from the City. The retention of existing workers benefits that interest.

SECTION HISTORY

Article and Section Added by Ord. No. 170,784, Eff. 1-13-96.

Amended by: Article and Section, Ord. No. 171,004, Eff. 5-18-96.

Sec. 10.36.1. Definitions.

The following definitions shall apply throughout this article:

(a) "Awarding authority" means that subordinate or component entity or person of the City (such as a department) or of the financial assistance recipient that awards or is otherwise responsible for the administration of a service contract or, if none, then the City or the City financial assistance recipient.

(b) "City" means the City of Los Angeles and all awarding authorities thereof, including those City departments which exercise independent control over their expenditure of funds, but excludes the Community Redevelopment Agency of the City of Los Angeles.

(c) "City financial assistance recipient" means any person that receives from the City in any twelve-month period discrete financial assistance for economic development or job growth expressly articulated and identified by the City totaling at least one hundred thousand dollars (\$100,000); provided, however, that corporations organized under Section § 501(c)(3) of the United States Internal Revenue Code of 1954, 26 U.S.C. § 501(c)(3), with annual operating budgets of less than five million dollars (\$5,000,000) or that regularly employ homeless persons, persons who are chronically unemployed, or persons receiving public assistance, shall be exempt.

Categories of such assistance include, but are not limited to, bond financing, planning assistance, tax increment financing exclusively by the City, and tax

credits, and shall not include assistance provided by the Community Development Bank. City staff assistance shall not be regarded as financial assistance for purposes of this article. A loan shall not be regarded as financial assistance. The forgiveness of a loan shall be regarded as financial assistance. A loan shall be regarded as financial assistance to the extent of any differential between the amount of the loan and the present value of the payments thereunder, discounted over the life of the loan by the applicable federal rate as used in 26 U.S.C. Sections 1274(d), 7872(f). A recipient shall not be deemed to include lessees and sublessees. Service contracts for economic development or job growth shall be deemed such assistance once the \$100,000 threshold is reached.

(d) **"Contractor"** means any person that enters into a service contract with the City or a City financial assistance recipient.

(e) **"Employee"** means any person employed as a service employee of a contractor or subcontractor earning less than fifteen dollars (\$15.00) per hour in salary or wage whose primary place of employment is in the City on or under the authority of a service contract and including but not limited to; hotel employees; restaurant, food service or banquet employees; janitorial employees; security guards; parking attendants; nonprofessional health care employees; gardeners; waste management employees; and clerical employees; and does not include a person who is (1) a managerial, supervisory, or confidential employees, or (2) required to possess an occupational license.

(f) **"Person"** means any individual, proprietorship, partnership, joint venture, corporation, limited liability company, trust, association, or other entity that may employ individuals or enter into contracts.

(g) **"Service contract"** means a contract let to a contractor by the City or a City financial assistance recipient primarily for the furnishing of services to or for the City or financial assistance recipient (as opposed to the purchase of goods or other property) and that involves an expenditure or receipt in excess of twenty-five thousand dollars (\$25,000) and a contract term of at least three months.

(h) **"Subcontractor"** means any person not an employee that enters into a contract with a contractor to assist the contractor in performing a service contract and that employs employees for such purpose.

(i) **"Successor service contract"** means a service contract where the services to be performed are substantially similar to a service contract that has been recently terminated.

SECTION HISTORY

Added by Ord. No. 170,784, Eff. 1-13-96.

Amended by: Ord. No. 171,004, Eff. 5-18-96; Subsec. (c), Ord. No. 172,843, Eff. 11-4-99.

Sec. 10.36.2. Transition Employment Period.

(a) Where an awarding authority has given notice that a service contract has been terminated, or where a service contractor has given notice of such termination, upon receiving or giving such notice, as the case may be, the terminated contractor shall within ten (10) days thereafter provide to the successor contractor the name, address, date of hire, and employment occupation classification of each employee in employment, of itself or subcontractors, at the time of contract termination. If the terminated contractor has not learned the identity of the successor contractor, if any, by the time that notice was given of contract termination, the terminated contractor shall obtain such information from the awarding authority. If a successor service contract has not been awarded by the end of the ten (10)-day period, the employment information referred to earlier in this subsection shall be provided to the awarding authority at such time. Where a subcontract of a service contract has been terminated prior to the termination of the service contract, the terminated subcontractor shall for purposes of this article be deemed a terminated contractor.

(1) Where a service contract or contracts are being let where the same or similar services were rendered by under multiple service contracts, the City or City financial aid recipient shall pool the employees, ordered by seniority within job classification, under such prior contracts.

(2) Where the use of subcontractors has occurred under the terminated contract or where the use of subcontractors is to be permitted under the successor contract, or where both circumstances arise, the City or City financial assistance recipient shall pool, when applicable, the employees, ordered by seniority within job classification, under such prior contracts or subcontracts where required by and in accordance with rules authorized by this article.

(b) A successor contractor shall retain, for a ninety (90)-day transition employment period, employees who have been employed by the terminated contractor or its subcontractors, if any, for the preceding twelve (12) months or longer. Where pooling of employees has occurred, the successor contractor shall draw from such pools in accordance with rules established under this article. During such ninety (90)-day period, employees so hired shall be employed under the terms and conditions established by the successor contractor (or subcontractor) or as required by law.

(c) If at anytime the successor contractor determines that fewer employees are required to perform the new service contract than were required by the terminated contractor (and subcontractors, if any), the successor contractor shall retain employees by seniority within job classification.

(d) During such ninety (90)-day period, the successor contractor (or subcontractor, where applicable) shall maintain a preferential hiring list of eligible covered employees not retained by the successor contractor (or subcontractor) from which the successor contractor (or subcontractor) shall hire additional employees.

(e) Except as provided in subsection (c) of this section, during such ninety (90)-day period the successor contractor (or subcontractor, where applicable) shall not discharge without cause an employee retained pursuant to this article. "Cause" for this purpose shall include, but not be limited to, the employee's conduct while in the employ of the terminated contractor or subcontractor that contributed to any decision to terminate the contract or subcontract for fraud or poor performance.

(f) At the end of such ninety (90)-day period, the successor contractor (or subcontractor, where applicable) shall perform a written performance evaluation for each employee retained pursuant to this article. If the employee's performance during such ninety (90)-day period is satisfactory, the successor contractor (or subcontractor) shall offer the employee continued employment under the terms and conditions established by the successor contractor (or subcontractor) or as required by law. During such ninety (90)-day period, the successor contractor shall maintain a preferential hiring list of eligible covered employees not retained by the successor contractor from which the successor contractor shall hire additional employees.

(g) If the City or a City financial assistance recipient enters into a service contract for the performance of work that prior to the service contract was performed by the City's or the recipient's own service employees, the City or the recipient, as the case may be, shall be deemed to be a "terminated contractor" within the meaning of this section and the contractor under the service contract shall be deemed to be a "successor contractor" within the meaning of this section and section 10.36.3.

SECTION HISTORY

Added by Ord. No. 170,784, Eff. 1-13-96.

Amended By: Ord. No. 171,004, Eff. 5-18-96; Subsec. (g) Added, Ord. No. 172,349, Eff. 1-29-99.

Sec. 10.36.3. Enforcement.

(a) An employee who has been discharged in violation of this article by a successor contractor or its subcontractor may bring an action in the Municipal Court or Superior Court of the State of California, as appropriate, against the successor contractor and, where applicable, its subcontractor, and may be awarded:

(1) Back pay for each day during which the violation continues, which shall be calculated at a rate of compensation not less than the higher of:

(A) The average regular rate of pay received by the employee during the last 3 years of the employee's employment in the same occupation classification; or

(B) The final regular rate received by the employee.

(2) Costs of benefits the successor contractor would have incurred for the employee under the successor contractor's (or subcontractor's, where applicable) benefit plan.

(b) If the employee is the prevailing party in any such legal action, the court shall award reasonable attorney's fees and costs as part of the costs recoverable.

(c) Compliance with this article shall be required in all City contracts to which it applies, and such contracts shall provide that violation of this article shall entitle the City to terminate the contract and otherwise pursue legal remedies that may be available.

(d) Notwithstanding any provision of this Code or any other ordinance to the contrary, no criminal penalties shall attach for any violation of this article.

SECTION HISTORY

*Added by Ord. No. 170,784, Eff. 1-13-96.
Amended By: Ord. No. 171,004, Eff. 5-18-96.*

Sec. 10.36.4. Exemption for Successor Contractor or Subcontractor's Prior Employees.

An awarding authority shall upon application by a contractor or subcontractor exempt from the requirements of this article a person employed by the contractor or subcontractor continuously for at least twelve (12) months prior to the commencement of the successor service contract or subcontract who is proposed to work on such contract or subcontract as an employee in a capacity similar to such prior employment, where the application demonstrates that (a) the person would otherwise be laid off work and (b) his or her retention would appear to be helpful to the contractor or subcontractor in performing the successor contract or subcontract. Once a person so exempted commences work under a service contract or subcontract, he or she shall be deemed an employee as defined in Section 10.36.1(e) of this Code.

SECTION HISTORY

*Added by Ord. No. 170,784, Eff. 1-13-96.
Amended By: Ord. No. 171,004, Eff. 5-18-96.*

Sec. 10.36.5. Coexistence with Other Available Relief for Specific Deprivations of Protected Rights.

This article shall not be construed to limit an employee's right to bring legal action for wrongful termination.

SECTION HISTORY

*Added by Ord. No. 170,784, Eff. 1-13-96.
Amended By: Ord. No. 171,004, Eff. 5-18-96.*

Sec. 10.36.6. Expenditures Covered by this Article.

This article shall apply to the expenditure, whether through service contracts let by the City or by its financial assistance recipients, of funds entirely within the City's control and to other funds, such as federal or state grant funds, where the application of this article is consonant with the laws authorizing the

City to expend such other funds. City financial assistance recipients shall apply this article to the expenditure of non-City funds for service contracts to be performed in the City by complying themselves with § 10.36.2(g) and by contractually requiring their service contractors to comply with this article. Such requirement shall be imposed by the recipient until the City financial assistance has been fully expended.

SECTION HISTORY

*Added by Ord. No. 171,004, Eff. 5-18-96.
Amended by: Ord. No. 172,337, Eff. 1-14-99; Ord. No. 172,843, Eff. 11-4-99*

Sec. 10.36.7. Timing of Application of Ordinances Adding and then Amending this Article.

The provisions of this article as set forth in City Ordinance No. 171,004 shall apply to contracts consummated and financial assistance provided after May 18, 1996 (the effective date of City Ordinance No. 171,004). As for contracts consummated and financial assistance provided after the original version of this article took effect on January 13, 1996 (by City Ordinance No. 170,784) and through May 18, 1996, the City directs its appointing authorities and urges others affected to use their best efforts to work cooperatively so as to allow application City Ordinance No. 171,004 rather than City Ordinance No. 170,784 to service contracts let during such period. No abrogation of contract or other rights created by City Ordinance No. 170,784, absent consent to do so, shall be effected by the retroactive application of City Ordinance No. 171,004.

SECTION HISTORY

*Added by Ord. No. 171,784, Eff. 1-13-96.
Amended by: Ord. No. 171,004, Eff. 5-18-96; Ord. No. 172,337, Eff. 1-14-99.*

Sec. 10.36.8. Promulgation of Implementing Rules.

The City Council shall by resolution designate a department or office, which shall promulgate rules for implementation of this article and otherwise coordinate administration of the requirements of this article.

SECTION HISTORY

Added by Ord. No. 171,004, Eff. 5-18-96.

Sec. 10.36.9. Severability.

If any severable provision or provisions of this article or any application thereof is held invalid, such invalidity shall not affect other provisions or applications of the article that can be given effect notwithstanding such invalidity.

SECTION HISTORY

Added by Ord. No. 171,004, Eff. 5-18-96.

Exhibit J. Child Support Orders

LOS ANGELES ADMINISTRATIVE CODE

Div. 10, Ch. 1, Art. 1

CHILD SUPPORT

Sec. 10.10. Child Support Assignment Orders.

a. Definitions.

1. **Awarding Authority** means a subordinate or component entity or person of the City (such as a City department or Board of Commissioners) that has the authority to enter into a contract or agreement for the provision of goods or services on behalf of the City of Los Angeles.

2. **Contract** means any agreement, franchise, lease or concession including an agreement for any occasional professional or technical personal services, the performance of any work or service, the provision of any materials or supplies, or the rendering of any service to the City of Los Angeles or to the public which is let, awarded or entered into with, or on behalf of, the City of Los Angeles or any awarding authority thereof.

3. **Contractor** means any person, firm, corporation, partnership or any combination thereof which submits a bid or proposal or enters into a contract with any awarding authority of the City of Los Angeles.

4. **Subcontractor** means any person, firm, corporation, partnership or any combination thereof who enters into a contract with a contractor to perform or provide a portion of any contract with the City.

5. **Principal Owner** means any person who owns an interest of 10 percent or more in a contractor or subcontractor as defined herein.

b. Mandatory Contract Provisions.

Every contract that is let, awarded or entered into with or on behalf of the City of Los Angeles shall contain a provision obligating the contractor or subcontractor to fully comply with all applicable State and Federal employment reporting requirements for the contractor or subcontractor's employees. The contractor or subcontractor will also be required to certify that the principal owner(s) thereof are in compliance with any Wage and Earnings Assignment Orders and Notices of Assignment applicable to them personally, that the contractor or subcontractor will

fully comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignments in accordance with California Family Code §§ 5230 *et seq.* and that the contractor or subcontractor will maintain such compliance throughout the term of the contract.

Failure of a contractor or subcontractor to comply with all applicable reporting requirements or to implement lawfully served Wage and Earnings Assignments or Notices of Assignment or failure of the principal owner(s) to comply with any Wage and Earnings Assignments or Notices of Assignment applicable to them personally shall constitute a default under the contract. Failure of the contractor or subcontractor or principal owner thereof to cure the default within 90 days of notice of such default by the City shall subject the contract to termination.

c. Notice to Bidders.

Each awarding authority shall be responsible for giving notice of the provisions of this ordinance to those who bid on, or submit proposals for, prospective contracts with the City.

d. Current Contractor Compliance.

Within 30 days of the operative date of this ordinance, the City, through its operating departments, shall serve upon existing contractors a written request that they and their subcontractors (if any) comply with all applicable State and Federal employment reporting requirements for the contractor and subcontractor's employees, that they certify that the principal owner(s) of the contractor and any subcontractor are in compliance with any Wage and Earnings Assignment Orders and Notices of Assignment applicable to them personally, that the contractor and subcontractor will fully comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignments in accordance with California Family Code § 5230 *et seq.* and that the contractor and subcontractor will maintain such compliance throughout the term of the contract.

e. City's Compliance with California Family Code.

The City shall maintain its compliance with the provisions of California Family Code §§ 5230 *et*

seq. and all other applicable law regarding its obligations as an employer to implement lawfully served Wage and Earnings Assignments and Notices of Assignment.

f. Report of Employees' Names to District Attorney.

1. The City shall maintain its current practice of assisting the District Attorney's support enforcement activities by annually reporting to the Los Angeles County District Attorney the names of all of its employees and retirees so that the District Attorney may identify those employees and retirees subject to Wage and Earnings Assignment Orders and Notices of Assignment and may establish court orders for support, where appropriate. Should the District Attorney so request it, the City will provide such information on a more frequent basis.

2. All applicants for employment with the City of Los Angeles will be asked to acknowledge their responsibility to comply with any court ordered support obligations and will be advised of the City's practice of assisting the District Attorney as described in the provisions of Subsection f.1., above.

SECTION HISTORY

Added by Ord. No. 172,401, Eff. 2-13-99.

Exhibit K. First Source Hiring Program for Airport Employers

FIRST SOURCE HIRING PROGRAM FOR AIRPORT EMPLOYEES

- I. Purpose. The purpose of this First Source Hiring Program is to facilitate the employment of Targeted Applicants by Airport Employers. It is a goal of this First Source Hiring Program that this Program benefit Airport Employers by providing a pool of qualified job applicants through a non-exclusive referral system.
- II. Definitions. As used in this Program, the following capitalized terms shall have the following meanings. All definitions include both the singular and plural form.

"Airport" shall mean Los Angeles International Airport.

"Airport Employer" shall mean a party that, through a contract, lease, licensing arrangement, or other arrangement, agrees to comply with this First Source Hiring Program with regard to Airport Jobs. Operators of transportation charter party limousines, non-tenant shuttles, and taxis shall not be considered Airport Employers.

"Airport Job" shall mean a job that either (i) is performed On-Site, or (ii) is directly related to a contract, lease, licensing arrangement, or other arrangement under which the employer is an Airport Employer. Positions for which City's Worker Retention Policy requires hiring of particular individuals shall not constitute Airport Jobs for purposes of this Program.

"City" shall mean the City of Los Angeles.

"Coalition" shall mean the LAX Coalition for Economic, Environmental, and Educational Justice, an unincorporated association comprised exclusively of the following organizations: AGENDA; AME Minister's Alliance; Clergy and Laity United for Economic Justice; Coalition for Clean Air; Communities for a Better Environment; Community Coalition; Community Coalition for Change; Environmental Defense; Inglewood Coalition for Drug and Violence Prevention; Inglewood Democratic Club; Lennox Coordinating Council; Los Angeles Alliance for a New Economy; Los Angeles Council of Churches; Nation of Islam; Natural Resources Defense Council; Physicians for Social Responsibility Los Angeles; Service Employees International Union Local 347; and Teamsters Local 911.

"Coalition Representative" shall mean the following: The Coalition shall designate one individual as the "Coalition Representative" authorized to speak or act on behalf of the Coalition for all purposes under the Cooperation Agreement. The Coalition Representative may designate one or more assistants to assist the Coalition Representative in speaking or acting on behalf of the Coalition with respect to any specific program or activity or any other matter. The Coalition shall provide LAWA with contact information for the Coalition Representative upon request.

"Cooperation Agreement" shall mean the Cooperation Agreement between LAWA and the LAX Coalition for Economic, Environmental and Educational Justice.

"LAWA" shall mean Los Angeles World Airports.

"Low-Income Individual" shall mean an individual whose household income is no greater than 80% of the median income, adjusted for household size, for the Primary Metropolitan Statistical Area.

"On-Site" shall mean physically located on property owned or leased by LAWA and pertaining to Airport.

"Program" shall mean this First Source Hiring Program.

"Project Impact Area" shall have the meaning set forth in the "Final Environmental Impact Report" for the LAX Master Plan Program, dated April 2004, as supplemented by one or more EIR Addenda prior to certification of the EIR by the City Council.

"Referral System" shall mean the referral system established to provide applicant referrals for the Program.

"Special Needs Individuals" shall mean: (i) individuals who receive or have received public assistance through the [Temporary Assistance for Needy Families Program], within the past 24 months; (ii) individuals who are homeless; (iii) ex-offenders, (iv) chronically unemployed, and (v) dislocated airport workers.

"Targeted Applicants" shall have the meaning set forth in Section IV below.

- III. Coverage. This Program shall apply to hiring by Airport Employers for all Airport Jobs, except for jobs for which the hiring procedures are governed by a collective bargaining contract that conflicts with this Program.
- IV. Targeted Applicants. Referrals under the Program shall, to the extent permissible by law, be made in the order of priority set forth below.

First Priority: Low-Income Individuals living in the Project Impact Area for at least one year and Special Needs Individuals; and

Second Priority: Low-Income Individuals residing in City.

V. Initial Airport Employer Roles.

- A. Liaison. Each Airport Employer shall designate a liaison for issues related to the Program. The liaison shall work with LAWA, the Coalition Representative, the Referral System provider, and relevant public officials to facilitate effective implementation of this Program.

- B. Long-Range Planning. Any entity that becomes an Airport Employer at least two (2) months prior to commencing operations related to Airport shall, at least two months prior to commencing operations related to Airport, provide to the Referral System the approximate number and type of Airport Jobs that it will fill and the basic qualifications necessary.

VI. Airport Employer Hiring Process.

- A. Notification of Job Opportunities. Prior to hiring for any Airport Job, an Airport Employer shall notify the Referral System, by e-mail or fax, of available job openings and provide a description of job responsibilities and qualifications, including expectations, salary, work schedule, duration of employment, required standard of appearance, and any special requirements (e.g., language skills, driver's license, etc.). Job qualifications shall be limited to skills directly related to performance of job duties.
- B. Referrals. After receiving a notification under Section VI.A above, the Referral System shall within five days, or longer time frame agreed to by the Referral System and Airport Employer, refer to the Airport Employer one or more Targeted Applicants who meet the Airport Employer's qualifications.
- C. Hiring.
1. New Employer Targeted Hiring Period. When making initial hires for the commencement of an Airport Employer's operations related to Airport, the Airport Employer shall consider and hire only Targeted Applicants for a two week period following provision of the notification described in Section VI.A. After this period, the Airport Employer shall make good-faith efforts to hire Targeted Applicants, but may consider and hire applicants referred or recruited through any source.
 2. Established Employer Targeted Hiring Period. When making hires after the commencement of operations related to Airport, an Airport Employer shall consider and hire only Targeted Applicants for a five-day period following provision of the notification described in Section VI.A. After this period, the Airport Employer shall make good-faith efforts to hire Targeted Applicants, but may consider and hire applicants referred or recruited through any source.
 3. Hiring Procedure During Targeted Hiring Periods. During the periods described in Sections VI.C.1 and VI.C.2 above, Airport Employers may hire Targeted Applicants recruited or referred through any source. During such periods Airport Employers shall use normal hiring practices, including interviews, to consider all applicants referred by the Referral System.

4. No Referral Fees. No Airport Employer or referred job candidate shall be required to pay any fee, cost or expense of the Referral System or this Program in connection with referrals.

VIII. Reporting and Recordkeeping.

- A. Reports. During the time that this Program is applicable to any Airport Employer, that Airport Employer shall, on a quarterly basis, notify the Referral System of the number, by job classification, of Targeted Applicants hired by the Airport Employer during that quarter, and the total number of employees hired by the Airport Employer for Airport Jobs during that quarter. Any Airport Employer who has not had hiring activity for the quarter, shall also notify the Referral System of such inactivity.
- B. Recordkeeping. During the time that this Program is applicable to any Airport Employer, that Airport Employer shall retain records sufficient for monitoring of compliance with this Program with regard to each Airport Job, including records of notifications sent to the Referral System, referrals from the Referral System, job applications received from any source, number of Targeted Applicants hired, and total number of employees hired for Airport Jobs. To the extent allowed by law, and upon reasonable notice, these records shall be made available to LAWA and to the Referral System for inspection upon request. The Coalition Representative may request that LAWA provide such records at anytime. Records may be redacted so that individuals are not identified by name and so that information required by law to remain confidential is excluded.
- C. Complaints. If LAWA, the Coalition, or the Referral System believes that an Airport Employer is not complying with this Program, then the designated LAWA office shall be notified to ensure compliance with this program.
- D. Liquidated Damages. Each Airport Employer agrees to pay to LAWA liquidated damages in the amount of One Thousand Dollars (\$1,000) where LAWA finds that the Airport Employer has violated this Program with regard to hiring for a particular Airport Job. LAWA shall establish procedures providing to Airport Employers notice and an opportunity to present all relevant evidence prior to LAWA's final determination regarding an alleged violation. This liquidated damages provision does not preclude LAWA from obtaining any other form of available relief to ensure compliance with this Program, including injunctive relief.

IX. Miscellaneous.

- A. Compliance with State and Federal Law. This Program shall be implemented only to the extent that it is consistent with the laws of the State of California and the United States. If any provision of this Program is held by a court of law to be in conflict with state or federal law, the applicable law shall prevail over the terms of

this Program, and the conflicting provisions of this Program shall not be enforceable.

- B. Severability Clause. If any term, provision, covenant or condition of this Program is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall continue in full force and effect.
- C. Binding on Successors. This Program shall be binding upon and inure to the benefit of the successors in interest, transferees, assigns, present and future partners, subsidiary corporations, affiliates, agents, representatives, heirs, and administrators of any party that has committed to comply with it. Any reference in this Program to a party shall be deemed to apply to any successor in interest, transferee, assign, present or future partner, subsidiary corporation, affiliate, agent, representative, heir or administrator of such party; provided, however, that any assignment, transfer or encumbrance of a lease agreement, permit or contract in which this Program is incorporated shall only be made in strict compliance with the terms of such lease agreement, permit or contract and the foregoing shall not constitute consent to any such assignment, transfer or encumbrance.
- D. Lease Agreements and Contracts. Airport Employers shall not execute any sublease agreement or other contract under which Airport Jobs may occur directly or indirectly, unless the entirety of this Program is included as a material term thereof, binding on all parties.
- E. Assurance Regarding Preexisting Contracts. Each Airport Employer warrants and represents that as of the date of execution of this Program, it has executed no sublease agreement or other contract that would violate any provision of this Program had it been executed after the date of incorporation of this Program into a binding contract.
- F. Intended Beneficiaries. LAWA, the Coalition, and the Referral System are intended third-party beneficiaries of contracts and other agreements that incorporate this Program with regard to the terms and provisions of this Program. However, the parties recognize that only LAWA has the sole responsibility to enforce the provisions of this Program.
- G. Material Terms. All provisions of this Program shall be material terms of any lease agreement or contract in which it is incorporated.
- H. Effective Date. Section VI of this Program shall become effective on the effective date of the contract or agreement into which it is incorporated.
- I. Construction. Any party incorporating this Program into a binding contract has had the opportunity to be advised by counsel with regard to this Program. Accordingly, this Program shall not be strictly construed against any party, and

the rule of construction that any ambiguities be resolved against the drafting party shall not apply to this Program.

- J. Entire Contract. This Program contains the entire agreement between the parties on the subjects described herein, and supersedes any prior agreements, whether written or oral. This Program may not be altered, amended or modified except by an instrument in writing signed in writing by all parties to the contract in which it is incorporated.

Exhibit L. Contractor Responsibility Program

LOS ANGELES WORLD AIRPORTS



CONTRACTOR RESPONSIBILITY PROGRAM

RULES AND REGULATIONS FOR LEASES

Effective date: July 1, 2012

Procurement Services Division
7301 World Way West, 4th Floor
Los Angeles, CA 900145
(424) 646-5380
(424) 646-9262 (Fax)

EXHIBIT L

**Los Angeles World Airports (LAWA)
Contractor Responsibility Program for Leases
Rules and Regulations for Leases**

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These Rules and Regulations are promulgated pursuant to Board Resolution #21601, the Los Angeles World Airports Contractor Responsibility Program (CRP). Each Requesting LAWA Division shall cooperate to the fullest extent with the Executive Director in the administration of the CRP. The Executive Director may amend these Rules and Regulations from time to time as required for the implementation of the CRP.

A. DEFINITIONS

- (a) **"Awarding Authority"** means either the Executive Director or the Board or the Board's designee.
- (b) **"Bid"** means an application submitted by a bidder in response to an Invitation for Bid, Request for Proposal or Request for Qualifications or other procurement process.
- (c) **"Bidder"** means any person or entity that applies for any contract whether or not the application process is through an Invitation for Bid, Request for Proposal, Request for Qualifications or other procurement process.
- (d) **"Board"** means the City of Los Angeles Board of Airport Commissioners.
- (e) **"Contract"** means any agreement for the performance of any work or service; the provisions of any goods, equipment, materials or supplies, or the rendition of any service to LAWA or to the public or the grant of a Public Lease, which is awarded or entered into by or on behalf of LAWA. The provisions of these Rules and Regulations shall apply to all leases that require Board approval.
- (f) **"Contractor"** means any person, firm, corporation, partnership, association or any combination thereof, which enters into a Contract with LAWA and includes a Public Lessee.
- (g) **"CRP Pledge of Compliance"** means the CRP Pledge of Compliance developed by PSD. The CRP Pledge of Compliance shall require Public Lessees and Public Sublessees to sign under penalty of perjury that the Public Lessees and Public Sublessees will:
 - (1) Comply with all applicable Federal, State, and local laws and regulations during the performance of the lease, including but not limited to laws regarding health and safety, labor and employment, wage and hour, and licensing laws which affect employees.
 - (2) Notify LAWA within 30 calendar days after receiving notification that any government agency has initiated an investigation that may result in a finding that

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the tenant or did not comply with subparagraph (g)(1) above in the performance of the contract.

- (3) Notify LAWA within 30 calendar days of all findings by a government agency or court of competent jurisdiction that the Public Lessee or Public Sublessee has violated subparagraph (g)(1) above in the performance of the Public Lease.
- (4) Provide LAWA within 30 calendar days updated responses to the CRP Questionnaire if any change occurs which would change any response contained within the completed CRP Questionnaire. Note: This provision does not apply to amendments of Public Leases not subject to the CRP and to Public Sublessees not required to submit a CRP Questionnaire.
- (5) Ensure that Public Lessees and Public Sublessees with LAWA leases shall complete, sign and submit a CRP Pledge of Compliance attesting under penalty of perjury to compliance with subparagraphs (u)(1) through (4).
- (6) Notify LAWA within 30 days of becoming aware of an investigation, violation or finding of any applicable Federal, State, or local law involving Public Sublessees in the performance of a LAWA contract.
- (7) Cooperate fully with LAWA during an investigation and to respond to request(s) for information within ten (10) working days from the date of the Notice to Respond.
- (h) **"CRP Questionnaire"** means the set of questions developed by PSD that will assist LAWA in determining a bidder, proposer's or contractor's responsibility. Information solicited from the CRP Questionnaire may include but is not limited to: ownership and name changes, financial resources and responsibility, satisfactory performance of other contracts, satisfactory record of compliance with relevant laws and regulations, and satisfactory record of business integrity. PSD may amend the CRP Questionnaire from time to time.
- (i) **"Executive Director"** means the Executive Director of the City of Los Angeles Department of Airports.
- (j) **"Invitation for Bid" ("IFB")** means the process through which the City solicits Bids including Request for Proposals (**"RFP"**) and Requests for Qualifications (**"RFQ"**).
- (k) **"Los Angeles World Airports"** means the City of Los Angeles Department of Airports.
- (l) **"PSD"** means LAWA's Procurement Services Division.
- (m) **"Public Lease"** means a lease of LAWA property.
- (n) **"Public Lessee"** means a Contractor that leases LAWA property under a Public Lease.

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- (o) **"Public Sublessee"** means a Subcontractor that subleases LAWA property from a Public Lessee.
- (p) **"PSD"** means LAWA's Procurement Services Division.
- (q) **"Subcontractor"** means any person not an employee who enters into a contract with a Contractor to assist the Contractor in performing a Contract, including a Contractor or subcontractor of a Public Lessee or Public Sublessee, to perform or assist in performing services on the leased premises.
- (r) **"Prospective Lessee"** means any person, firm, corporation, partnership, association or any combination thereof that currently does not have a Public Lease.
- (s) **"Prospective Sublessee"** means any person, firm, corporation, partnership, association or any combination thereof that currently does not sublease LAWA property from a Public Lessee.
- (t) **"Requesting LAWA Division"** means the LAWA division(s) which issued the RFB, RFP or RFQ.
- (u) **"Responsibility"** means possessing the necessary "trustworthiness" and "quality, fitness and capacity" to perform the work set forth in the contract.

B. SUBMISSION OF CRP QUESTIONNAIRES

- 1. **Prospective Lessees** are required to submit a completed and signed CRP Questionnaire for determination of responsibility prior to award of a Public Lease.
- 2. **Public Lessees, Prospective Sublessees and Public Sublessees** are not required to submit a completed and signed CRP Questionnaire.

C. LAWA REVIEW OF SUBMITTED CRP QUESTIONNAIRES (APPLICABLE TO PROSPECTIVE LESSEES ONLY)

1. Posting of CRP Questionnaires and Sublessee Lists:

The Requesting LAWA Division will forward to PSD the completed CRP Questionnaires and sublessee list(s), if any, submitted by the Prospective Lessees to make available for public review and comment for a minimum of fourteen (14) calendar days prior to the award of the Public Lease.

2. Departmental Review of CRP Questionnaires

- a. PSD will determine Contractor Responsibility from the completeness and accuracy of the information in the submitted CRP Questionnaire; information from various

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compliance and regulatory agencies; accuracy and completeness of the information received from the public; and through PSD's own reviews and investigations.

- b. PSD may submit written requests to the Prospective Lessee for clarification or additional documentation. Failure to respond to these requests within the specified time may render the Prospective Lessee non-responsible and disqualified.
- c. PSD will report its findings and determination to the Requesting LAWA Division.
- d. No award of a Public Lease will be made by LAWA until after the CRP Questionnaire review and Contractor Responsibility determination has been made.
- e. The CRP Questionnaire of the Prospective Lessee that is awarded a Public Lease will be retained by PSD. The CRP Questionnaires of the Prospective Lessees that are not awarded a Public Lease will also be retained by PSD.

3. Claims Resulting from Public Review and Comments

Prospective Lessees:

- a. Claims regarding a Prospective Lessee's responsibility must be submitted to PSD in writing. However, PSD may investigate a claim regarding a Prospective Lessee's responsibility, whether or not it is submitted in writing.
- b. If PSD receives information which calls into question a Prospective Lessee's responsibility, and the information was received **before** LAWA awards a Public Lease to the Prospective Lessee, PSD shall:
 - (1) Notify the Requesting LAWA Division in writing that LAWA will not award a Public Lease, until PSD has completed investigation into the matter.
 - (2) Investigate the complaint, collect necessary documentation, and determine the complaint's validity.
 - (3) Upon completion of the investigation, notify the Requesting LAWA Division in writing of the results of the investigation.
 - (4) Findings from the PSD investigation received by the Requesting LAWA Division will be considered by the Awarding Authority as part of the determination of the Prospective Lessee's responsibility.

Public Lessee:

- a. Claims regarding a Public Lessee's responsibility must be submitted to PSD in writing. However, PSD may investigate a claim regarding a Public Lessee's responsibility, whether or not it is submitted in writing.

- b. If PSD receives written information that calls into question a Public Lessee's responsibility, PSD shall investigate the matter as required in Section G, LAWA Investigation.

D. AWARD AND EXECUTION OF PUBLIC LEASES

1. Determination of Responsibility and Award of Public Lease

- a. PSD shall determine whether a Prospective Lessee is a responsible lessee with the necessary trustworthiness, quality, fitness and capacity to comply with the terms of the Public Lease by considering the following:
 - (1) Completeness and accuracy of the information contained in the CRP Questionnaire;
 - (2) Completeness and accuracy of the information received from the public;
 - (3) Information and documentation from PSD's own investigation; and
 - (4) Information that may be available from any compliance or regulatory governmental agency.
- b. The Awarding Authority may award and execute a Public Lease to a Prospective Lessee only if:
 - (1) The Prospective Lessee's CRP Questionnaire, and sublessee's list(s), if any, has been made available for public review for at least fourteen (14) calendar days unless otherwise exempted from the posting requirement by the CRP;
 - (2) The Prospective Lessee is not being investigated pursuant to the CRP;
 - (3) The Prospective Lessee has not been found to be a non-responsible lessee pursuant to the CRP;
 - (4) The Prospective Lessee does not appear on any City list of debarred bidders or contractors; and
 - (5) The Prospective Lessee has met all other applicable City requirements.

2. Submission of Pledge of Compliance

Prospective Lessees/Prospective Sublessees:

- a. Unless otherwise exempt from the CRP, all Prospective Lessees and Prospective Sublessees are required to submit a CRP Pledge of Compliance signed under penalty of perjury. Failure to submit a CRP Pledge of Compliance as required may render the Prospective Lessees or Prospective Sublessees, as applicable, non-compliant with the terms of the Public Lease or a consent to sublease, as applicable, and subject to sanctions.

Public Sublessees:

- b. Prior to LAWA's execution of a consent to sublease with a Prospective Sublessee, the Public Lessee shall submit to LAWA a signed CRP Pledge of Compliance from each Public Sublessee listed as occupying space on the leasehold premises.

3. Public Sublessee Responsibility

- a. Public Lessees shall ensure that their sublessees meet the criteria for responsibility set forth in the CRP and these Rules and Regulations.
- b. Public Lessees shall ensure that sublessees occupying space on the LAWA leasehold premises shall complete and submit a signed CRP Pledge of Compliance.
- c. Public Lessees shall not sublease to any sublessee that has been determined or found to be a non-responsible contractor by LAWA or the City.
- d. Subject to approval by the Awarding Authority, Public Lessees may substitute a non-responsible sublessee with another sublessee.

4. Execution of Public Leases/Consent to Subleases

Prospective Lessees:

- a. Unless exempt from the CRP, all Public Leases subject to the CRP shall contain language obligating the Public Lessee to comply with the CRP.
- b. No Public Lease may be awarded unless:
 - (1) The Prospective Lessee's CRP Questionnaire, unless otherwise exempt, has been made available for public review for at least fourteen (14) calendar days
 - (2) The Prospective Lessee has submitted a signed CRP Pledge of Compliance.
 - (3) The Prospective Lessee's sublessee list, if any, has been made available for public review for at least fourteen (14) calendar days.
 - (4) The Prospective Lessee is determined by LAWA to be a Responsible Contractor.

Prospective Sublessee:

- a. Unless exempt from the CRP, all subleases subject to the CRP shall contain language obligating the Public Sublessee to comply with the CRP.
- b. No consent to sublease will be executed by LAWA unless the Public Lessee has submitted a signed CRP Pledge of Compliance by the Prospective Sublessee.

E. LEASE AMENDMENTS

Compliance with the CRP is required in any amendment to a Public Lease if the initial lease was not subject to the CRP, but the total term and amount of the lease, inclusive of all amendments, would make the lease subject to the CRP.

- a. A Public Lessee subject to the CRP because of an amendment to the Public Lease shall submit a CRP Pledge of Compliance to LAWA before the amendment can be executed by LAWA.
- b. Unless exempt from the CRP, all Public Lease amendments shall contain contract language obligating the Public Lessee to comply with the CRP.

F. NOTIFICATION OF INVESTIGATIONS AND UPDATE OF INFORMATION

1. Notification of Investigations

Public Lessees shall:

- a. Notify LAWA within 30 calendar days after receiving notification that any government agency has initiated an investigation that may result in a finding that the Public Lessees is not in compliance with any applicable Federal, State, or local law that apply to the Public Lease or City lease agreement, including but not limited to laws regarding health and safety, labor and employment, wage and hour, and licensing laws which affect employees.
- b. Notify LAWA within 30 calendar days of receiving notice of any findings by a government agency or court of competent jurisdiction that the Public Lessee violated any applicable Federal, State, or local law that apply to the Public Lease or City lease agreement, including but not limited to laws regarding health and safety, labor and employment, wage and hour, and licensing laws which affect employees.

2. Public Sublessee Notification of Investigations

Public Lessees shall ensure that Public Sublessees occupying the LAWA leasehold premises abide by these same updating requirements, including the requirement to:

- a. Notify LAWA within 30 calendar days after receiving notification that any government agency has initiated an investigation which may result in a finding that the Public Sublessee did not comply with any applicable Federal, State, or local law that apply to the Public Lease or City lease agreement, including but not limited to laws regarding health and safety, labor and employment, wage and hour, and licensing laws which affect employees.

- b. Notify LAWA within 30 calendar days of all findings by a government agency or court of competent jurisdiction that the Public Sublessee violated any applicable Federal, State, or local law that apply to the Public Lease or City lease agreement, including but not limited to laws regarding health and safety, labor and employment, wage and hour, and licensing laws which affect employees.

3. Update of CRP Questionnaire Information – applies to Public Lessees only.

- a. Updates of information contained in the Public Lessee's responses to the CRP Questionnaire shall be submitted to LAWA within thirty (30) days of any changes to the responses if the change would affect the Public Lessee's fitness and ability to comply with the terms of the Public Lease.
- b. PSD, or the Requesting LAWA Division, shall determine whether a Public Lessee in a specific situation should have provided updated information.
 - (1) If PSD, or the Requesting LAWA Division, becomes aware of new information concerning a Public Lessee and determines that the Public Lessee should have provided information or updated LAWA of such information, but the Public Lessee has not done so, PSD shall issue a written notice to the Public Lessee requiring the Public Lessee to submit the required information within (ten) 10 calendar days.
 - (2) If PSD or the Requesting LAWA Division becomes aware of new information concerning a Public Sublessee and determines that the Public Sublessee should have provided information or updated LAWA of such information, but the Public Sublessee has not done so, PSD shall issue a written notice to the Public Lessee requiring the Public Sublessee to submit the required information within (ten) 10 calendar days of receipt of the written notice.
- c. The Public Lessee's failure to provide information or updated information when required by LAWA, the CRP or these Rules and Regulations, may be considered a material breach of the Public Lease, and LAWA may initiate a "Non-Responsibility Hearing" pursuant to the procedures set forth in Section I of these Rules and Regulations.

4. Submission of CRP Questionnaire and Updates of CRP Questionnaire Responses Not Applicable to Sublessees: The requirement that Public Lessees submit to LAWA CRP Questionnaires and updates to the CRP Questionnaire responses does not apply to Public Sublessees.

G. LAWA INVESTIGATION

- 1. Reporting of Alleged Violations:** Allegations of violations of the CRP or these Rules and Regulations shall be reported to PSD. Complaints regarding a Prospective

Lessee's or Public Lessee's responsibility should be submitted to PSD in writing. However, PSD may investigate any claim or complaint regarding a Prospective Lessee's or Public Lessee's responsibility, whether or not it is submitted in writing. Whether based on a written complaint or otherwise, PSD shall be responsible for investigating such alleged violations.

2. Process:

- a. Upon receipt of a complaint or upon initiation of an investigation, PSD shall notify the Requesting LAWA Division, the Awarding Authority, and the Prospective Lessee or Public Lessee, as applicable, in writing that an investigation has been initiated.
- b. The Prospective Lessee or Public Lessee, as applicable, shall cooperate fully with PSD in providing information. If the Prospective Lessee or Public Lessee, as applicable, fails to cooperate with PSD's investigation or fails to timely respond to PSD's requests for information, LAWA may initiate a non-responsibility hearing as set forth in Section I of these Rules and Regulations. A failure to cooperate by a Public Lessee may be deemed a material breach of the Public Lease, and the City may pursue all available remedies.
- c. To the extent permissible, PSD shall maintain the identity of the complainant, if any, confidential.
- d. Upon completion of the investigation, PSD shall prepare a written report of the findings and notify the Requesting LAWA Division, the Awarding Authority, and the Prospective Lessee or Public Lessee, as applicable, of the results.

3. Results of Investigation

Prospective Lessee

- a. When an investigation is completed before a Public Lease is awarded, PSD shall notify the Requesting LAWA Division and the Awarding Authority of the results, and the Requesting LAWA Division and the Awarding Authority will consider the information as part of the determination of a Prospective Lessee's responsibility during the bid/proposal review process.

Public Lessees

- b. When an investigation is completed after the execution of a Public Lease:
 - (1) If violations of the CRP are found, PSD shall notify the Requesting LAWA Division and the Public Lessee of the violation and require the Public Lessee to make corrections or take reasonable measures within 10 calendar days.
 - (2) If the Public Lessee fails to make corrections as required, PSD shall notify the

**Los Angeles World Airports (LAWA)
Contractor Responsibility Program for Leases
Rules and Regulations for Leases**

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Requesting LAWA Division and the Awarding Authority and may recommend that the Awarding Authority:

- (i) Terminate the Public Lease.
- (ii) Initiate a hearing to declare the Public Lessee a non-responsible lessee.

H. VIOLATIONS OF THE CRP OR ITS RULES AND REGULATIONS

1. Violations of the CRP or of these Rules and Regulations may be considered a material breach of the Public Lease and may entitle LAWA or the City to terminate the Public Lease.
2. Alleged violations of the CRP or of these Rules and Regulations shall be reported to the PSD which will investigate all such complaints.
3. When a violation of the CRP or of these Rules and Regulations is found, PSD shall notify the Public Lessee and the Awarding Authority of the violation. PSD shall require the Public Lessee to correct the violation within 10 calendar days. Failure to correct violations or take reasonable measures to correct violations within 10 calendar days may result in PSD:
 - a. Recommending that the Awarding Authority declare a material breach of the Public Lease and that the Awarding Authority exercise all contractual and legal remedies available, including but not limited to termination of the Public Lease.
 - b. Recommending that the Awarding Authority declare the Public Lessee a non-responsible lessee by initiating, within 30 calendar days or as soon as practicable, a non-responsibility hearing in accordance with Section I of these Rules and Regulations.

I. NON-RESPONSIBILITY HEARING

1. The process of declaring a Prospective Lessee or a Public Lessee a non-responsible lessee shall be initiated by the Awarding Authority after consultation with the City Attorney's Office.
2. Before a Prospective Lessee or a Public Lessee may be declared non-responsible, the Prospective Lessee or a Public Lessee shall be notified of the proposed determination of non-responsibility and provided with an opportunity for a hearing.
3. The Awarding Authority or the Executive Director's designee shall preside over the non-responsibility hearing and shall provide the Prospective Lessee or Public Lessee with the following:

**Los Angeles World Airports (LAWA)
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- a. The Prospective Lessee or Public Lessee shall be provided with written Notice of intent to declare the Prospective Lessee or Public Lessee non-responsible ("Notice") which shall state that the Awarding Authority intends to declare the Prospective Lessee or Public Lessee a non-responsible bidder, proposer or lessee.
- b. The Notice shall provide the Prospective Lessee or Public Lessee with the following information:
 - (1) That the Awarding Authority intends to declare the Prospective Lessee or Public Lessee a non-responsible bidder, proposer or lessee.
 - (2) A summary of the information upon which the Awarding Authority is relying.
 - (3) That the Prospective Lessee or Public Lessee has a right to respond to the information by requesting a hearing to rebut adverse information and to present evidence of its necessary trustworthiness, quality, fitness and capacity to comply with the terms of the Public Lease or proposed Public Lease.
 - (4) That the Prospective Lessee or Public Lessee must exercise the right to a hearing by submitting to the Awarding Authority a **written request** for a hearing **within 10 working days** of the date of the Notice.
 - (5) That failure to submit a written request for hearing within 10 working days of the date of the Notice shall be considered a waiver of the right to a hearing that allows the Awarding Authority to proceed with the determination of non-responsibility.
- c. If the Prospective Lessee or Public Lessee submits a written request for a hearing, the hearing may be held by the Awarding Authority for recommendation to the Board, which shall make the final decision.
- d. The hearing must allow the Prospective Lessee or Public Lessee an opportunity to address the issues contained in the Notice of Intent to declare the Prospective Lessee or a Public Lessee non-responsible.
- e. The Awarding Authority may determine that the Prospective Lessee or Public Lessee:
 - (1) Does not possess the necessary trustworthiness, quality, fitness, or capacity to comply with the terms of the Public Lease or proposed Public Lease, should be declared a non-responsible bidder, proposer or lessee, and recommend to the Board invocation of the remedies set forth in Section J of these Rules and Regulations.
 - (2) Should not be declared a non-responsible bidder, proposer or lessee.
- f. The Board's determination shall be final and constitute exhaustion of administrative remedies.
- g. The Board's final decision shall be in writing and shall be provided to the Prospective Lessee or Public Lessee, the LAWA Requesting Division and to PSD. If the Prospective Lessee or Public Lessee is declared to be non-responsible, a copy of the final decision shall also be provided to the CAO.

J. NON-RESPONSIBILITY SANCTIONS

Sanctions for Airline Tenants:

Airline lessees that do not comply with the CRP requirements or are determined non-responsible by LAWA will be declared to have a material breach of the Public Lease. LAWA may exercise its legal remedies thereunder, which are to include, but are not limited to:

1. Non-issuance of a successor air carrier operating permit, resulting in the payment of higher landing fees as a non-permitted carrier.
2. Termination of the Public Lease, which may result in the loss of exclusive or preferential gate assignments.

Sanctions for Non-Airline Tenants:

1. **Prospective Lessees** that do not comply with CRP requirements and/or are determined non-responsible by LAWA will be disqualified and will not be awarded a Public Lease.
2. **Public Lessees** that do not comply with CRP requirements and/or are determined non-responsible will be declared to have a material breach of the Public Lease. LAWA may exercise its legal remedies thereunder, which are to include, but not limited to the termination of the Public Lease.

Such lessee shall not occupy any leasehold premises in the proposed Public Lease, whether as a master lessee, a sublessee, a partner in a partnership, a participant in a joint venture, a member of a consortium, or in any other capacity.

3. Upon final determination of a Prospective Lessee or Public Lessee as a non-responsible lessee, PSD shall provide the LAWA Requesting Division and the Prospective Lessee or Public Lessee, as applicable, with a written notice summarizing the findings and applicable sanctions.
4. PSD shall maintain a listing of Prospective Lessees/Public Lessees who have been found non-responsible by LAWA pursuant to the CRP.

K. EXEMPTIONS

1. **Categorical Exemption:** The following types of Public Leases are categorically exempt from the CRP and these Rules and Regulations:

Public Leases with a governmental entity such as the United States of America, the State of California, a county, city or public agency of such entities, or a public or quasi-public corporation located therein and declared by law to have such public status.

2. **Board approval required for CRP Exemptions:** The following types of Public Leases are exempt from the requirement to submit a Questionnaire but remain subject to the

requirement that the Public Lessee submit a Pledge of Compliance and notify the Awarding Authority within 30 days of any information regarding investigations of the results of investigations by any governmental agency into the Public Lessee's compliance with applicable laws.

- a. Public Leases awarded on the basis of exigent circumstances when the Board finds that LAWA would suffer a financial loss or that LAWA operations would be adversely impacted.
 - (1) The Awarding Authority shall submit a request to PSD for waiver along with written certification that the required conditions exist.
 - (2) No contract may be exempted under this provision unless PSD has granted written approval of the waiver.
- b. Public Leases entered into based on Charter Section 371(e)(6). The Awarding Authority must certify in writing that the Public Lease is entered into in accordance with Charter Section 371(e)(6).

L. EFFECTIVE DATE OF RULES AND REGULATIONS

1. These Rules and Regulations apply to RFBs and RFPs issued after the Executive Director has approved these Rules and Regulations.
2. These Rules and Regulations apply to Public Leases entered into by LAWA after the Executive Director has approved these Rules and Regulations.
3. Public Leases amended after these Rules and Regulations are approved by the Executive Director will become subject to CRP and these Rules and Regulations if they meet definitions contained in the CRP and these Rules and Regulations.

M. CONSISTENCY WITH FEDERAL AND STATE LAW

The CRP and these Rules and Regulations do not apply in instances where application would be prohibited by Federal and State law or where the application would violate or be inconsistent with the terms and conditions of a grant or contract with the Federal or State agency.

N. SEVERABILITY

If any provision of the CRP or these Rules and Regulations are declared legally invalid by any court of competent jurisdiction, the remaining provisions remain in full force and effect.

**LOS ANGELES WORLD AIRPORTS
CONTRACTOR RESPONSIBILITY PROGRAM
PLEDGE OF COMPLIANCE**

The Los Angeles World Airports (LAWA) Contractor Responsibility Program (Board Resolution #21601) provides that, unless specifically exempted, LAWA contractors working under contracts for services, for purchases, for construction, and for leases, that require the Board of Airport Commissioners' approval shall comply with all applicable provisions of the LAWA Contractor Responsibility Program. Bidders and proposers are required to complete and submit this Pledge of Compliance with the bid or proposal or with an amendment of a contract subject to the CRP. In addition, within 10 days of execution of any subcontract, the contractor shall submit to LAWA this Pledge of Compliance from each subcontractor who has been listed as performing work on the contract.

The contractor agrees to comply with the Contractor Responsibility Program and the following provisions:

- (a) To comply with all applicable Federal, state, and local laws in the performance of the contract, including but not limited to, laws regarding health and safety, labor and employment, wage and hours, and licensing laws which affect employees.
- (b) To notify LAWA within thirty (30) calendar days after receiving notification that any government agency has initiated an investigation that may result in a finding that the contractor is not in compliance with paragraph (a).
- (c) To notify LAWA within thirty (30) calendar days of all findings by a government agency or court of competent jurisdiction that the contractor has violated paragraph (a).
- (d) To provide LAWA within thirty (30) calendar days updated responses to the CRP Questionnaire if any change occurs which would change any response contained within the completed CRP Questionnaire. Note: This provision does not apply to amendments of contracts not subject to the CRP and to subcontractors not required to submit a CRP Questionnaire.
- (e) To ensure that subcontractors working on the LAWA contract shall complete and sign a Pledge of Compliance attesting under penalty of perjury to compliance with paragraphs (a) through (c) herein. To submit to LAWA the completed Pledges.
- (f) To notify LAWA within thirty (30) days of becoming aware of an investigation, violation or finding of any applicable federal, state, or local law involving the subcontractors in the performance of a LAWA contract.
- (g) To cooperate fully with LAWA during an investigation and to respond to request(s) for information within ten (10) working days from the date of the Notice to Respond.

Failure to sign and submit this form to LAWA with the bid/proposal may make the bid/proposal non-responsive.

Company Name, Address and Phone Number

Signature of Officer or Authorized Representative

Date

Print Name and Title of Officer or Authorized Representative

Project Title

Exhibit M. Alternative Fuel Vehicle Requirement Program

**ALTERNATIVE FUEL VEHICLE REQUIREMENT PROGRAM
(LAX ONLY)**

I. Definitions.

The following capitalized terms shall have the following meanings. All definitions include both the singular and plural form.

"Airport Contract" shall mean a contract awarded by LAWA and pertaining to LAX, and subcontracts of any level under such a contract.

"Airport Contractor" shall mean (i) any entity awarded an Airport Contract, and subcontractors of any level working under an Airport Contract; (ii) any contractors that have entered into a contract with an Airport Lessee to perform work on property owned by LAWA and pertaining to LAX, and any subcontractors working in furtherance of such a contract; and (iii) any contractor that have entered into a contract with an Airport Licensee to perform work pertaining to LAX, and any subcontractors working under such a contract.

"Airport Lessee" shall mean any entity that leases or subleases any property owned by LAWA and pertaining to LAX.

"Airport Licensee" shall mean any entity issued a license or permit by LAWA for operations that pertain to LAX.

"Alternative-Fuel Vehicle" shall mean a vehicle that is not powered by petroleum-derived gasoline or diesel fuel. Alternative-Fuel Vehicles include, but are not limited to, vehicles powered by compressed or liquefied natural gas, liquefied petroleum gas, methanol, ethanol, electricity, fuel cells, or other advanced technologies. Vehicles that are powered with a fuel that includes petroleum-derived gasoline or diesel are Alternative-Fuel Vehicles only if the petroleum-derived energy content of the fuel is no more than twenty percent (20%) of the total energy content of the fuel. Vehicles powered by dual fuel technologies are Alternative-Fuel Vehicles only if no more than twenty-percent (20%) of the fuel used by the engine comes from a petroleum-derived fuel. Vehicles powered by fuels that are derived from sources other than petroleum, but that can be used in conventional spark or combustion-ignition engines, are Alternative-Fuel Vehicles.

"CARB" shall mean the California Air Resources Board.

"Comparable Emissions Vehicle" shall mean a vehicle powered by an engine certified by CARB operating on petroleum-derived gasoline or diesel fuel that has criteria pollutant emissions less than or equal to a comparable alternative fuel engine.

"Covered Vehicles" is defined in Section II below.

"EPA" shall mean the United States Environmental Protection Agency.

"Independent Third Party Monitor" shall mean a person or entity empowered by LAWA to monitor compliance with and/or implementation of particular requirements in this policy.

"LAWA" shall mean Los Angeles World Airports.

"LAX" shall mean Los Angeles International Airport.

"Least-Polluting Available Vehicle" shall mean a vehicle that (i) is determined by an Independent Third Party Monitor to be (x) commercially available, (y) suitable for performance of a particular task, and (z) certified by CARB or EPA to meet the applicable engines emission standard in effect at the time of purchase; and (ii) is equipped with a retrofit device that reduces NOx emissions by at least twenty-five percent (25%) and reduces particulate matter by at least eighty-five percent (85%). Where more than one vehicle meets these requirements for a particular task, LAWA, working with the Independent Third Party Monitor, will designate as the Least-Polluting Available Vehicle the vehicle that emits the least amount of criteria air pollutants.

"Operator" shall mean any Airport Contractor, Airport Lessee, or Airport Licensee.

II. **Covered Vehicles.** The requirements under this Attachment shall apply to all on-road vehicles, including trucks, shuttles, passenger vans, and buses that are 8,500 lbs gross vehicle weight rating or more and are used in operations related to LAX ("**Covered Vehicles**").

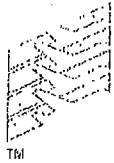
III. **Conversion Schedule.**

- A. By January 31, 2010, fifty percent (50%) of the Covered Vehicles operated by an Operator shall be Alternative-Fuel Vehicles or Comparable Emissions Vehicles.
- B. By January 31, 2015, one hundred percent (100%) of the Covered Vehicles operated by an Operator shall be Alternative-Fuel Vehicles or Comparable Emissions Vehicles.

IV. **Least-Polluting Available Vehicles.** In cases where an Operator cannot comply with the requirements established pursuant to Section III above because neither Alternative-Fuel Vehicles nor Comparable Emissions Vehicles are commercially available for performance of particular tasks, LAWA will instead require Operators to use Least-Polluting Available Vehicles for such tasks. An Independent Third Party Monitor will determine on an annual basis whether Alternative-Fuel Vehicles or Comparable Emissions Vehicles are commercially available to perform particular tasks, and, in cases where Alternative-Fuel Vehicles are not commercially available for performance of a particular task, will identify the Least-Polluting Available Vehicle for performance of that task.

V. **Written Reports.** Operator shall complete and submit to LAWA the vehicle information required on the reporting form accessible on-line at <https://sbo.lawa.org/altfuel> on a semi-annual basis. The reporting form may be amended from time to time by LAWA.

Exhibit N - LAWA Letter to Licensees Directing Cooperation



*Los Angeles
World Airports*

December 15, 2016

Mr. Steve Lamb
Director of Network Engineering, Southern California
Verizon Wireless
15505 Sand Canyon Ave.
Irvine, CA 92618

LAX

Van Nuys

City of Los Angeles

Eric Garcetti
Mayor

Board of Airport
Commissioners

Sean O. Burton
President

Valeria C. Velasco
Vice President

Jeffery J. Daar
Gabriel L. Eshaghian
Beatrice C. Hsu
Dr. Cynthia A. Telles

Deborah Flint
Chief Executive Officer

Re: Cellular Communication Improvement at Los Angeles International Airport (LAX)

Dear Mr. Lamb:

In the interest of ensuring the best cellular wireless connectivity for our collective customers, limiting duplicative construction of new wireless telecommunications facilities, and encouraging collocation wherever feasible, Los Angeles World Airports (LAWA) hereby requests that Verizon Wireless meet and work with the other cellular carriers on the design and implementation of cellular communications infrastructure at Los Angeles International Airport (LAX). We request that you work together to identify short and long-term solutions that should be deployed at LAX, collectively and independently, as soon as possible. Our goal is to have improved cellular wireless connectivity throughout LAX as soon as feasible. We recognize that the mechanical details of how the cellular carriers work together and with LAWA will be addressed in the Non-Exclusive License Agreement (NELA) contractual document that we will be negotiating with you over the coming weeks. We will shortly provide all of the carriers with a standard-form NELA that should serve as the basis for discussion of any proposed contractual terms. We expect to execute identical contracts with all carriers.

Given that each cellular carrier will have its own independent contractual relationship with LAWA, the carriers are advised to limit their discussions to technical solutions, shared and/or independent, that will solve the connectivity challenges at LAX. For the sake of clarity, please be sure to follow the following guidelines with respect to the other cellular carriers:

1. Invite all cellular carriers that have FCC-licensed spectrum in our area to participate in the discussions and coordinate any conversations to maximize collaboration.
2. Do not engage in any discussions, including, but not limited to a venue owner or any other cellular carrier, suggesting the possibility of excluding any cellular carrier holding a valid FCC license in the relevant area from participating in,



Mr. Lamb
December 15, 2016
Page 2

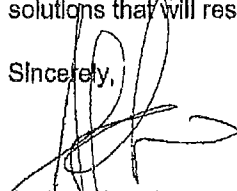
collocating on the Distributed Antenna System (DAS); or participating independently at the venue.

3. Do not discuss competitively sensitive information with other cellular carriers, such as carrier price, fees, costs, marketing plans, business strategies or customer-specific information.
4. Discussions should be limited to technical matters related to cellular wireless connectivity at LAX and the design, funding, and implementation of necessary infrastructure.

We are happy to play a convening role if that proves necessary but will not be directly involved in the technical discussions until the carriers reach consensus on the optimal technical approach acceptable to all.

We are eager to work with you and the other cellular carriers and look forward to the solutions that will result from this effort.

Sincerely,



Justin Ebbacci
Deputy Executive Director
Chief Innovation and Technology Officer
Los Angeles World Airports

Exhibit O – LAWA Wiring Instructions

Wire Transfer Instruction Sheet

Title	Required Information
Federal ID No.	95-6000735
Bank Name	Wells Fargo Bank, N.A.
Address	420 Montgomery, San Francisco CA 94104
Routing Number	121000248
Checking Number	2000042929406
SWIFT Code(International)	BIC WFBIUS6S
CHIPS Participant	ABA 0407
Depositor Account Title	City of Los Angeles - LAWA
Account Type	Checking
Bank Official Contact	Tony Jimenez
Contact Phone Number	(626) 572-1576 email address: jimeneza@wellsfargo.com
Reference/Invoice No(s)	Include a brief description as to where funds are to be applied, indicating Invoice Number(s) if available.

It would greatly facilitate proper handling of your Wire Transfer payment if an e-mail is also sent addressed to Kenny Chiu at kchiu@lawa.org, stating the nature of payment including invoice numbers, breakdown of payments, copies of correspondence received from LAWA, Faithful Performance Guarantee Information (if applicable). Please indicate your Name, Phone Number and/or Email address.



Ethics Commission
200 N Spring Street
City Hall — 24th Floor
Los Angeles, CA 90012
(213) 978-1960
ethics.lacity.org

Prohibited Contributors (Bidders) Form 55

This form must be completed in its entirety and submitted with your bid or proposal to the City department that is awarding the contract. Failure to submit a completed form may affect your bid or proposal. If you have questions about this form, please contact the Ethics Commission.

☒ Original filing ☐ Amended filing (original signed on _____; last amendment signed on _____)

Reference Number (bid or contract number, if applicable):

TBD

Date Bid Submitted:

02/28/2018

Description of Contract (title of RFP and services to be provided):

Distributed Antenna System Los Angeles International Airport

City Department Awarding the Contract:

Department of Airports

BIDDER INFORMATION

Name: Los Angeles SMSA Limited Partnership, a California Limited Partnership

Address: One Verizon Way, Basking Ridge, New Jersey 07920

Email: Steven.Lamb@VerizonWireless.com Phone: 949-237-0984

SCHEDULE SUMMARY

Please complete all three of the following:

1. SCHEDULE A — Bidder's Principals (check one)

- ☐ The bidder is the individual listed above and has no other principals (Schedule A is not required).
- ☒ The bidder is the individual listed above or an entity and has other principals, who are listed on the attached Schedule A pages.

2. SCHEDULE B — Subcontractors and Their Principals (check one)

- ☐ The bidder has no subcontractors on this bid or proposal whose subcontracts are worth \$100,000 or more (Schedule B is not required).
- ☒ The bidder has one or more subcontractors on this bid or proposal with subcontracts worth \$100,000 or more, and those subcontractors and their principals are listed on the attached Schedule B pages.

3. TOTAL NUMBER OF PAGES SUBMITTED (including this cover page): _____

BIDDER'S CERTIFICATION

I certify that I understand, will comply with, and have notified my principals and subcontractors of the requirements and restrictions in Los Angeles City Charter section 470(c)(12) and any related ordinances. I certify under penalty of perjury under the laws of the City of Los Angeles and the state of California that the information provided on this form and the attached pages is true and complete to the best of my knowledge and belief.

Date: 02/27/2018

Signature: _____

Name: _____

Steven Lamb

Title: _____

Director of Engineering



Ethics Commission
200 N Spring Street
City Hall — 24th Floor
Los Angeles, CA 90012
(213) 978-1960
ethics.lacity.org

Prohibited Contributors (Bidders) Form 55

SCHEDULE A — BIDDER'S PRINCIPALS

Please identify the names and titles of all of the bidder's principals (attach additional sheets if necessary). Principals include a bidder's board chair, president, chief executive officer, chief operating officer, and individuals who serve in the functional equivalent of one or more of those positions. Principals also include individuals who hold an ownership interest in the bidder of at least 20 percent and employees of the bidder who are authorized by the bid or proposal to represent the bidder before the City.

☐ Check this box if additional Schedule A pages are attached.

Name: Steven Lamb Title: Director of Engineering
Address: 15505 Sand Canyon Ave Irvine, CA 92618

Name: Brian Mecum Title: Vice President - Field Operations
Address: 15505 Sand Canyon Ave Irvine, CA 92618

Name: Shannon Champion Title: Assistant Secretary
Address: 15505 Sand Canyon Ave Irvine, CA 92618

Name: Ronan Dunne Title: President
Address: One Verizon Way Basking Ridge, NJ 07920

Name: John Townsend Title: Senior Vice President and CFO
Address: One Verizon Way Basking Ridge, NJ 07920

Name: Nicola Palmer Title: Senior Vice President and CNO
Address: One Verizon Way Basking Ridge, NJ 07920

Name: _____ Title: _____
Address: _____

Name: _____ Title: _____
Address: _____

Name: _____ Title: _____
Address: _____

Name: _____ Title: _____
Address: _____

Name: _____ Title: _____
Address: _____



Ethics Commission
200 N Spring Street
City Hall — 24th Floor
Los Angeles, CA 90012
(213) 978-1960
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Prohibited Contributors (Bidders) Form 55

SCHEDULE B — SUBCONTRACTORS AND THEIR PRINCIPALS

Please identify all subcontractors whose subcontracts are worth \$100,000 or more. Separate Schedule B pages are required for each subcontractor who meets that threshold.

Subcontractor: Subcontractors are not awarded at this point

Address: _____

Check one of the following:

- ☐ The subcontractor listed above is an individual and has no other principals.
- ☐ The subcontractor listed above is an individual or an entity and has principals, and their names and titles are identified below (attach additional sheets if necessary). Principals include a subcontractor's board chair, president, chief executive officer, chief operating officer, and individuals who serve in the functional equivalent of one or more of those positions. Principals also include individuals who hold an ownership interest in the subcontractor of at least 20 percent and employees of the subcontractor who are authorized by the bid or proposal to represent the subcontractor before the City.

☐ Check this box if additional Schedule B pages are attached.

Name: _____ Title: _____

Address: _____

Name: _____ Title: _____

Address: _____

Name: _____ Title: _____

Address: _____

Name: _____ Title: _____

Address: _____

Name: _____ Title: _____

Address: _____

Name: _____ Title: _____

Address: _____

Name: _____ Title: _____

Address: _____

Name: _____ Title: _____

Address: _____

**LOS ANGELES WORLD AIRPORTS
CONTRACTOR RESPONSIBILITY PROGRAM
QUESTIONNAIRE**

On December 4, 2001, the Board of Airport Commissioners adopted Resolution No. 21601, establishing LAWA's Contractor Responsibility Program (CRP). The intent of the program is to ensure that all LAWA contractors have the necessary quality, fitness and capacity to perform the work set forth in the contract. To assist LAWA in making this determination, each bidder/proposer is required to complete and submit with the bid/proposal the attached CRP Questionnaire. If a non-competitive process is used to procure the contract, the proposed contractor is required to complete and submit the CRP Questionnaire to LAWA prior to execution of the contract. Submitted CRP questionnaires will become public records and information contained therein will be available for public review for at least fourteen (14) calendar days, except to the extent that such information is exempt from disclosure pursuant to applicable law.

The signatory of this questionnaire guarantees the truth and accuracy of all statements and answers to the questions herein. Failure to complete and submit this questionnaire may make the bid/proposal non-responsive and result in non-award of the proposed contract. During the review period if the bidder/proposer or contractor (collectively referred to hereafter as "bidder/proposer") is found non-responsible, he/she is entitled to an Administrative Hearing if a written request is submitted to LAWA within ten (10) working days from the date LAWA issued the non-responsibility notice. Final determination of non-responsibility will result in disqualification of the bid/proposal or forfeiture of the proposed contract.

All Questionnaire responses must be typewritten or printed in ink. Where an explanation is required or where additional space is needed to explain an answer, use the CRP Questionnaire Attachment A. Submit the completed and signed Questionnaire and all attachments to LAWA. Retain a copy of this completed questionnaire for future reference. Contractors shall submit updated information to LAWA within thirty (30) days if changes have occurred that would make any of the responses inaccurate in any way.

A. PROJECT TITLE: Distributed Antenna System Los Angeles International Airport

B. BIDDER/CONTRACTOR INFORMATION:

LOS ANGELES SMSA LIMITED PARTNERSHIP VERIZON WIRELESS

Legal Name

DBA

ONE VERIZON WAY

BASKING RIDGE

NJ

07920

Street Address

City

State

Zip

STEVEN LAMB

714-237-0984

949-286-7020

Contact Person, Title

Phone

Fax

C. TYPE OF SUBMISSION: The CRP Questionnaire being submitted is:

☒ An initial submission of a CRP Questionnaire. Please complete all questions and sign Attachment A.

☐ An update of a prior CRP Questionnaire dated ____/____/____. Please complete all questions and sign Attachment A.

☐ A copy of the initial CRP Questionnaire dated ____/____/____. Please sign below and return this page.

I certify under penalty of perjury under the laws of the State of California that there has been no change to any of the responses since the firm submitted the last CRP Questionnaire.

STEVEN LAMB, DIRECTOR - NETWORK

Print Name, Title

Signature

Date

A. OWNERSHIP AND NAME CHANGES

- 1a. In the past five (5) years, has the name of the bidder/proposer (also referred to herein as "your firm") changed?

☐ Yes ☒ No

If Yes, list on Attachment A all prior legal and D.B.A. names used by the bidder/proposer, the addresses of each of the identified entities, and the dates when each identified entity used those names. Additionally, please explain in detail the specific reason(s) for each name change.

- 1b. In the past five (5) years, has the owner of your firm (if your firm is a sole proprietorship) or any partner of your firm (if your firm is a partnership), or any officer of your firm (if your firm is a corporation) engaged in the same or similar type of business as the current firm?

☐ Yes ☒ No

If Yes, list on Attachment A the names of those firms.

B. FINANCIAL RESOURCES AND RESPONSIBILITY

2. In the past five (5) years, has your firm ever been the debtor in a bankruptcy proceeding?

☐ Yes ☒ No

If Yes, explain on Attachment A the specific circumstances and dates surrounding each instance.

3. Is your company now in the process of, or in negotiations toward, or in preparations for being sold?

☐ Yes ☒ No

If Yes, explain on Attachment A the specific circumstances, including to whom being sold and principal contact information.

4. In the past five (5) years, has your firm's financial position significantly changed?

☐ Yes ☒ No

If Yes, explain the specific circumstances on Attachment A.

5. In the past five (5) years, has your firm ever been denied bonding?

☐ Yes ☒ No

If Yes, explain on Attachment A the specific circumstances surrounding each instance and include the name of the bonding company.

6. In the past five (5) years, has any bonding company made any payments to satisfy any claims made against a bond issued on your firm's behalf or a firm where you were the principal?

☐ Yes ☒ No

If Yes, explain on Attachment A the specific circumstances surrounding each instance.

PERFORMANCE HISTORY

7. In the past five (5) years, has your firm or the owner of your firm (if your firm is a sole proprietorship) or any partner of your firm (if your firm is a partnership), or any officer of your firm (if your firm is a corporation) defaulted under a contract with a governmental entity or with a private individual or entity?

☐ Yes ☒ No See Attachment A.

If Yes, explain on Attachment A the specific circumstances surrounding each instance.

8. In the past five (5) years, has a governmental or private entity or individual terminated your firm's contract prior to completion of the contract?

☐ Yes ☒ No

If Yes, explain on Attachment A the specific circumstances surrounding each instance, and principal contact information.

9. In the past five (5) years, has your firm ever failed to meet any scheduled deliverables or milestones?

☐ Yes ☒ No See Attachment A.

If Yes, explain on Attachment A the circumstances surrounding each instance, and principal contact information.

10. In the past ten (10) years, has the bidder/proposer had any contracts with any private or governmental entity to perform work which is similar, in any way, to the work to be performed on the contract for which you are bidding or proposing?

☒ Yes ☐ No See Attachment A.

If Yes, list on a separate attachment, for each contract listed in response to this question: (a) contract number and dates; (b) awarding authority; (c) contact name and phone number; (d) description and success of performance; and (e) total dollar amount. Include audit information if available.

COMPLIANCE

11. In the past five (5) years, has your firm or any of its owners, partners, or officers, been penalized for or been found to have violated any federal, state, or local laws in the performance of a contract, including but not limited to laws regarding health and safety, labor and employment, wage and hours, and licensing laws which affect employees?

☐ Yes ☒ No See Attachment A.

If Yes, explain on Attachment A the specific circumstances surrounding each instance, including the entity involved, the specific infraction(s), the dates of such instances, and the outcome and current status.

12. In the past five (5) years, has your firm ever been debarred or determined to be a non-responsible bidder contractor?

☐ Yes ☒ No

If Yes, explain on Attachment A the specific circumstances surrounding each instance, including the entity involved, the specific infraction(s), the dates of such instances, and the current status.

BUSINESS INTEGRITY

13. In the past five (5) years, has your firm been convicted of, or found liable in a civil suit for making a false claim(s) or material misrepresentation(s) to any private or governmental entity?

☐ Yes ☒ No See Attachment A.

If Yes, explain on Attachment A the specific circumstances surrounding each instance, including the entity involved, the specific infraction(s), the dates of such instances, and the outcome and current status.

14. In the past five (5) years, has your firm or any of its executives, management personnel, and owners been convicted of a crime, including misdemeanors, or been found liable in a civil suit involving the bidding, awarding, or performance of a government contract; or the crime of theft, fraud, embezzlement, perjury, or bribery?

☐ Yes ☒ No

If Yes, explain on Attachment A the specific circumstances surrounding each instance, including the entity involved, the specific infraction(s), the dates of such instances, and current status.

15. Prior to bidding on, submitting a proposal or executing a contract or renewal for a City of Los Angeles contract for goods or services of \$1,000,000 or more, a vendor must either: a) certify it is not on the current list of persons engaged in investment activities in Iran created by the California Department of General Services ("DGS") pursuant to Public Contract Code section 2203(b) (found at: <http://www.documents.dgs.ca.gov/pd/poliproc/Iran%20Contracting%20Act%20List.pdf>) and is not a financial institution extending \$20,000,000 or more in credit to another person, for 45 days or more, if that person will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS; or b) demonstrate it has been exempted from the certification requirement for that solicitation or contract pursuant to Public Contract Code section 2203(c) or (d).

To comply with this requirement, please check **ONE** of the options below.

OPTION #1:

Is your firm identified on the list entitled, "Entities Prohibited from Contracting with Public Entities in California per the Iranian Contracting Act of 2010"?

☐ Yes ☒ No

OPTION #2:

If your firm is identified on the aforementioned list, have you obtained an exemption?

☐ Yes ☐ No

ATTACHMENT "A"
FOR ANSWERS TO QUESTIONS IN SECTIONS A THROUGH E

Use the space below to provide required additional information or explanation(s). Information submitted on this sheet must be typewritten. Indicate the question for which you are submitting the additional information. Information submitted on this Attachment will be available for public review, except to the extent that such information is exempt from disclosure pursuant to applicable law. Insert additional Attachment A pages as necessary.

7. No defaults beyond applicable cure periods or excuse that would materially and adversely impact our ability to meet our contractual obligations to LAWA.
9. In the ordinary course of its business, scheduled deliverables/milestones have, from time to time, been extended or not met, none of which would materially and adversely impact our ability to meet our contractual obligations to LAWA.
10. In the ordinary course of its business Verizon Wireless has, from time to time, entered into voluminous contracts for DASs, towers, rooftop facilities, small cell equipment, and other telecommunications-related work.
11. In the ordinary course of its business Verizon Wireless is, from time to time, subject to legal actions including occasional matters relating to terms and conditions of service, and class actions that have been brought against wireless carriers, including Verizon Wireless. There are no judgments, claims, arbitration, proceedings, or suits pending or outstanding that would materially and adversely impact our ability to meet our contractual obligations to LAWA.
13. In the ordinary course of its business Verizon Wireless is, from time to time, subject to legal actions including occasional matters relating to terms and conditions of service, and class actions that have been brought against wireless carriers, including Verizon Wireless. There are no judgments, claims, arbitration, proceedings, or suits pending or outstanding that would materially and adversely impact our ability to meet our contractual obligations to LAWA.

CERTIFICATION UNDER PENALTY OF PERJURY

I certify under penalty of perjury under the laws of the State of California that I have read and understand the questions contained in this CRP Questionnaire. I further certify that I am responsible for the completeness and accuracy of the answers to each question, and that all information provided in response to this Questionnaire is true to the best of my knowledge and belief.

STEVEN LAMB, DIRECTOR - NETWORK

Print Name, Title

Signature

Date

**LOS ANGELES WORLD AIRPORTS
CONTRACTOR RESPONSIBILITY PROGRAM
PLEDGE OF COMPLIANCE**

The Los Angeles World Airports (LAWA) Contractor Responsibility Program (Board Resolution #21601) provides that, unless specifically exempted, LAWA contractors working under contracts for services, for purchases, for construction, and for leases, that require the Board of Airport Commissioners' approval shall comply with all applicable provisions of the LAWA Contractor Responsibility Program. Bidders and proposers are required to complete and submit this Pledge of Compliance with the bid or proposal or with an amendment of a contract subject to the CRP. In addition, within 10 days of execution of any subcontract, the contractor shall submit to LAWA this Pledge of Compliance from each subcontractor who has been listed as performing work on the contract.

The contractor agrees to comply with the Contractor Responsibility Program and the following provisions:

- (a) To comply with all applicable Federal, state, and local laws in the performance of the contract, including but not limited to, laws regarding health and safety, labor and employment, wage and hours, and licensing laws which affect employees.
- (b) To notify LAWA within thirty (30) calendar days after receiving notification that any government agency has initiated an investigation that may result in a finding that the contractor is not in compliance with paragraph (a).
- (c) To notify LAWA within thirty (30) calendar days of all findings by a government agency or court of competent jurisdiction that the contractor has violated paragraph (a).
- (d) To provide LAWA within thirty (30) calendar days updated responses to the CRP Questionnaire if any change occurs which would change any response contained within the completed CRP Questionnaire. Note: This provision does not apply to amendments of contracts not subject to the CRP and to subcontractors not required to submit a CRP Questionnaire.
- (e) To ensure that subcontractors working on the LAWA contract shall complete and sign a Pledge of Compliance attesting under penalty of perjury to compliance with paragraphs (a) through (c) herein. To submit to LAWA the completed Pledges.
- (f) To notify LAWA within thirty (30) days of becoming aware of an investigation, violation or finding of any applicable federal, state, or local law involving the subcontractors in the performance of a LAWA contract.
- (g) To cooperate fully with LAWA during an investigation and to respond to request(s) for information within ten (10) working days from the date of the Notice to Respond.

Failure to sign and submit this form to LAWA with the bid/proposal may make the bid/proposal non-responsive.

LOS ANGELES SMSA LIMITED PARTNERSHIP, ONE VERIZON WAY, BASKING RIDGE, NJ 07920

Company Name, Address and Phone Number

(949)286-7000

Signature of Officer or Authorized Representative

Date

STEVEN LAMB, DIRECTOR - NETWORK

Print Name and Title of Officer or Authorized Representative

Distributed Antenna System Los Angeles International Airport

Project Title

LAWA EBO COMPLIANCE

FOR LAWA CONTRACTORS ONLY

City of Los Angeles
Department of Public Works
Bureau of Contract Administration
Office of Contract Compliance
1149 S. Broadway, Suite 300, Los Angeles, CA 90015
Phone: (213) 847-2625 E-mail: hca.eos@lacity.org

EQUAL BENEFITS ORDINANCE COMPLIANCE AFFIDAVIT

Prime contractors must certify compliance with Los Angeles Administrative Code (LAAC) Section 10.8.2.1 et seq. prior to the execution of a City agreement subject to the Equal Benefits Ordinance (EBO).

SECTION 1. CONTACT INFORMATION

Company Name: LOS ANGELES SMSA LIMITED PARTNERSHIP

Company Address: ONE VERIZON WAY

City: BASKING RIDGE State: NJ Zip: 07920

Contact Person: STEVEN LAMB Phone: 949.237.0984 E-mail: STEVEN.LAMB@VZW.COM

Approximate Number of Employees in the United States: 62,247 (Verizon Wireless)

Approximate Number of Employees in the City of Los Angeles: 130 (Verizon Wireless)

SECTION 2. EBO REQUIREMENTS

The EBO requires City Contractors who provide benefits to employees with spouses to provide the same benefits to employees with domestic partners. Domestic Partner means any two adults, of the same or different sex, who have registered as domestic partners with a governmental entity pursuant to state or local law authorizing this registration, or with an internal registry maintained by the employer of at least one of the domestic partners.

Unless otherwise exempt, the contractor is subject to and shall comply with the EBO as follows:

- A. The contractor's operations located within the City limits, regardless of whether there are employees at those locations performing work on the City Contract; and
- B. The contractor's operations located outside of the City limits if the property is owned by the City or the City has a right to occupy the property, and if the contractor's presence at or on the property is connected to a Contract with the City; and
- C. The Contractor's employees located elsewhere in the United States, but outside of the City Limits, if those employees are performing work on the City Contract.

A Contractor must post a copy of the following statement in conspicuous places at its place of business available to employees and applicants for employment:

"During the performance of a Contract with the City of Los Angeles, the Contractor will provide equal benefits to its employees with spouses and its employees with domestic partners."

LAWA EBO COMPLIANCE

SECTION 3. COMPLIANCE OPTIONS

I have read and understand the provisions of the Equal Benefits Ordinance and have determined that this company will comply as indicated below:

☐..... I have no employees.

☐..... I provide no benefits.

☐..... I provide benefits to employees only. Employees are prohibited from enrolling their spouse or domestic partner.

☒..... I provide equal benefits as required by the City of Los Angeles EBO.

☐..... I provide employees with a "Cash Equivalent." Note: The "Cash Equivalent" is the amount of money equivalent to what your company pays for spousal benefits that are unavailable for domestic partners, or vice versa.

☐..... All or some employees are covered by a collective bargaining agreement (CBA) or union trust fund. Consequently, I will provide Equal Benefits to all non-union represented employees, subject to the EBO, and will propose to the affected unions that they incorporate the requirements of the EBO into their CBA upon amendment, extension, or other modification of the CBA.

☐..... Health benefits currently provided do not comply with the EBO. However, I will make the necessary changes to provide Equal Benefits upon my next Open Enrollment period which begins on (Date) _____.

☐..... Our current company policies, i.e., family leave, bereavement leave, etc., do not comply with the provisions of the EBO. However, I will make the necessary modifications within three (3) months from the date of this affidavit.

SECTION 4. DECLARATION UNDER PENALTY OF PERJURY

I understand that I am required to permit the City of Los Angeles access to and upon request, must provide certified copies of all company records pertaining to benefits, policies and practices for the purpose of investigation or to ascertain compliance with the Equal Benefits Ordinance. Furthermore, I understand that failure to comply with LAAC Section 10.8.2.1 et seq., Equal Benefits Ordinance may be deemed a material breach of any City contract by the Awarding Authority. The Awarding Authority may cancel, terminate or suspend in whole or in part, the contract; monies due or to become due under a contract may be retained by the City until compliance is achieved. The City may also pursue any and all other remedies at law or in equity for my breach. The City may use the failure to comply with the Equal Benefits Ordinance as evidence against the Contractor in actions taken pursuant to the provisions of the LAAC Section 10.40, et seq., Contractor Responsibility Ordinance.

LOS ANGELES SMSA LIMITED PARTNERSHIP will comply with the Equal Benefits Ordinance requirements

Company Name

as indicated above prior to executing a contract with the City of Los Angeles and will comply for the entire duration of the contract(s).

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that I am authorized to bind this entity contractually.

Executed this 28TH day of February, in the year 2018, at Irvine, CA
(City) (State)

Signature

STEVEN LAMB

Name of Signatory (please print)

DIRECTOR - NETWORK

Title

15505 SAND CANYON AVE.

Mailing Address

IRVINE, CA 92618

City, State, Zip Code

33-0033922

EIN/TIN



City Ethics Commission
200 N Spring Street
City Hall — 24th Floor
Los Angeles, CA 90012
Mail Stop 129
(213) 978-1960

Bidder Certification CEC Form 50

This form must be submitted to the awarding authority with your bid or proposal for the contract noted below. Please write legibly.

☒ Original filing ☐ Amended filing (original signed on _____; last amendment signed on _____)

Bid/Contract/BAVN Number:

TBD

Awarding Authority (Department):

Department of Airports

Name of Bidder:

Los Angeles SMSA Limited Partnership, a California Limited Partnership

Phone:

949-237-0984

Address:

One Verizon Way, Basking Ridge, New Jersey 07920

Email:

Steven.Lamb@VerizonWireless.com

CERTIFICATION

I certify the following on my own behalf or on behalf of the entity named above, which I am authorized to represent:

- A. I am a person or entity that is applying for a contract with the City of Los Angeles.
- B. The contract for which I am applying is an agreement for one of the following:
1. The performance of work or service to the City or the public;
 2. The provision of goods, equipment, materials, or supplies;
 3. Receipt of a grant of City financial assistance for economic development or job growth, as further described in Los Angeles Administrative Code § 10.40.1(h); or
 4. A public lease or license of City property where both of the following apply, as further described in Los Angeles Administrative Code § 10.37.1(i):
 - a. I provide services on the City property through employees, sublessees, sublicensees, contractors, or subcontractors, and those services:
 - i. Are provided on premises that are visited frequently by substantial numbers of the public; or
 - ii. Could be provided by City employees if the awarding authority had the resources; or
 - iii. Further the proprietary interests of the City, as determined in writing by the awarding authority.
 - b. I am not eligible for exemption from the City's living wage ordinance, as eligibility is described in Los Angeles Administrative Code § 10.37.1(i)(b).
- C. The value and duration of the contract for which I am applying is one of the following:
1. For goods or services contracts—a value of more than \$25,000 and a term of at least three months;
 2. For financial assistance contracts—a value of at least \$100,000 and a term of any duration; or
 3. For construction contracts, public leases, or licenses—any value and duration.
- D. I acknowledge and agree to comply with the disclosure requirements and prohibitions established in the Los Angeles Municipal Lobbying Ordinance if I qualify as a lobbying entity under Los Angeles Municipal Code § 48.02.

I certify under penalty of perjury under the laws of the City of Los Angeles and the state of California that the information in this form is true and complete.

Date: February 27, 2018

Signature: _____

Name: Steven Lamb

Title: Director of Engineering

Los Angeles Administrative Code § 10.40.1

- (h) **"City Financial Assistance Recipient"** means any person who receives from the City discrete financial assistance in the amount of One Hundred Thousand Dollars (\$100,000.00) or more for economic development or job growth expressly articulated and identified by the City, as contrasted with generalized financial assistance such as through tax legislation.

Categories of such assistance shall include, but are not limited to, bond financing, planning assistance, tax increment financing exclusively by the City, and tax credits, and shall not include assistance provided by the Community Development Bank. City staff assistance shall not be regarded as financial assistance for purposes of this article. A loan shall not be regarded as financial assistance. The forgiveness of a loan shall be regarded as financial assistance. A loan shall be regarded as financial assistance to the extent of any differential between the amount of the loan and the present value of the payments thereunder, discounted over the life of the loan by the applicable federal rate as used in 26 U.S.C. Sections 1274(d), 7872(f). A recipient shall not be deemed to include lessees and sublessees.

Los Angeles Administrative Code § 10.37.1

- (i) **"Public lease or license"**.

- (a) Except as provided in (i)(b), "Public lease or license" means a lease or license of City property on which services are rendered by employees of the public lessee or licensee or sublessee or sublicensee, or of a contractor or subcontractor, but only where any of the following applies:
- (1) The services are rendered on premises at least a portion of which is visited by substantial numbers of the public on a frequent basis (including, but not limited to, airport passenger terminals, parking lots, golf courses, recreational facilities); or
 - (2) Any of the services could feasibly be performed by City employees if the awarding authority had the requisite financial and staffing resources; or
 - (3) The DAA has determined in writing that coverage would further the proprietary interests of the City.
- (b) A public lessee or licensee will be exempt from the requirements of this article subject to the following limitations:
- (1) The lessee or licensee has annual gross revenues of less than the annual gross revenue threshold, three hundred fifty thousand dollars (\$350,000), from business conducted on City property;
 - (2) The lessee or licensee employs no more than seven (7) people total in the company on and off City property;
 - (3) To qualify for this exemption, the lessee or licensee must provide proof of its gross revenues and number of people it employs in the company's entire workforce to the awarding authority as required by regulation;
 - (4) Whether annual gross revenues are less than three hundred fifty thousand dollars (\$350,000) shall be determined based on the gross revenues for the last tax year prior to application or such other period as may be established by regulation;
 - (5) The annual gross revenue threshold shall be adjusted annually at the same rate and at the same time as the living wage is adjusted under section 10.37.2 (a);
 - (6) A lessee or licensee shall be deemed to employ no more than seven (7) people if the company's entire workforce worked an average of no more than one thousand two-hundred fourteen (1,214) hours per month for at least three-fourths (3/4) of the time period that the revenue limitation is measured;
 - (7) Public leases and licenses shall be deemed to include public subleases and sublicenses;
 - (8) If a public lease or license has a term of more than two (2) years, the exemption granted pursuant to this section shall expire after two (2) years but shall be renewable in two-year increments upon meeting the requirements therefor at the time of the renewal application or such period established by regulation.

VENDOR IDENTIFICATION FORM

ALL FIELDS MUST BE COMPLETED, IF REQUIRED; INCOMPLETE FORMS WILL NEED TO BE RESUBMITTED.

GENERAL INFORMATION	
Legal Name: <u>Los Angeles SMSA Limited Partnership</u> <i>a California Limited Partnership</i> Are you an independent contractor eligible to receive a 1099-MISC? No <input checked="" type="checkbox"/> Yes <input type="checkbox"/> EIN or SSN: <u>33-0033922</u> (A TIN (SSN or EIN) and W-9 are required)	Doing Business As: <u>Verizon Wireless</u> License or Registration Number (if applicable): Payment Terms (code): Seller's Permit Number (if applicable): BTRC/Vendor Registration Number: <div style="border: 1px solid black; padding: 2px; text-align: center;"> 0000089858-0001-5 </div> <input type="checkbox"/> BTRC/VRN application pending (please attach the application) Are you subject to non-resident withholding under California Revenue and Taxation Code Section 18662? No <input checked="" type="checkbox"/> Yes <input type="checkbox"/>
BUSINESS ADDRESS	
Street: <u>15505 Sand Canyon Ave</u> Suite #: <u>01</u> City: <u>Irvine</u> State: <u>CA</u> Zip Code: <u>92618</u> Website: <u>N/A</u>	Contact Person: <u>Steven Lamb</u> Contact Person's Title: <u>Director of Engineering</u> Phone: <u>949-237-0984</u> Email: <u>Steven.Lamb@VerizonWireless.com</u>
Remittance address (if required and different from the above): <u>also 180 Washington Valley Road, Basking Ridge, NJ 07921</u> <i>attn. Network Real Estate</i>	
BUSINESS INFORMATION	
Service Area: International <input checked="" type="checkbox"/> National <input type="checkbox"/> Regional <input type="checkbox"/> Local <input type="checkbox"/> Years in Business: <u> </u> Number of Employees: <u>62,247</u>	
BUSINESS CERTIFICATION (Check all that apply)	
<input type="checkbox"/> Woman-Owned Business Enterprise (WBE) <input type="checkbox"/> Minority Business Enterprise (MBE) <input type="checkbox"/> Small Business Enterprise (according to SBA criteria) <input type="checkbox"/> Minority Women Business Enterprise (MWB)	<input type="checkbox"/> Disadvantaged Business Enterprise (DBE) <input type="checkbox"/> Airport Concessions Disadvantaged Business Enterprise <input type="checkbox"/> Small and Local Business Enterprise (SLB) If required, please attach copies of all applicable certifications.
NON-DISCRIMINATION, EQUAL EMPLOYMENT AND AFFIRMATIVE ACTION COMPLIANCE	
EEO Officer (name): <u>Natasha Campbell</u> EEO Officer's Title: <u>Director of Human Resources</u>	Phone Number: <u>908-559-2327</u> Email: <u>Natasha.Campbell1@VerizonWireless.com</u>
Have you had contracts with the City of Los Angeles in the last 10 years? No <input type="checkbox"/> Yes <input checked="" type="checkbox"/> If 'yes', please attach an additional sheet with Contract Number, Department, Description and Dollar Value.	
CERTIFICATION	
<p>The undersigned declares and certifies that all statements on this form are true and correct. The undersigned agrees to notify Procurement Services Division immediately of any changes to the information contained herein.</p> <p>The undersigned has read and agreed with the administrative requirements set for this project, and provided as a check list in the bid/proposal package, and will comply with them for the duration of the contract if selected.</p>	
Authorized Signature <u>[Signature]</u>	Date <u>2/28/18</u>
Print Name <u>Steven Lamb</u>	Title <u>Director of Engineering</u>
For LAWA use only:	
Project name: <u> </u>	Project No: <u> </u>
Requesting Division: <u> </u>	Contact Person: <u> </u>
SAP Action (send the form to FAMIS Support Desk): <input type="checkbox"/> Create <input type="checkbox"/> Change <input type="checkbox"/> Block <input type="checkbox"/> Delete <input type="checkbox"/> New Ordering Address	

**BUSINESS TAX REGISTRATION CERTIFICATE NUMBER
OR BUSINESS TAX EXEMPTION NUMBER FORM**

All persons who do business with or within the City of Los Angeles, must first file with the Department of Finance (Tax/Permit Division), and obtain from that office a Business Tax Registration Certificate account number (BTRC) or Vendor Registration Number (VRN). Registration is renewable annually. For further information, contact the Tax and Permit Division located at 200 N. Spring St., Rm 101, Los Angeles, CA 90012 (213) 473-5901.

(Authority Article 1, Chapter 2, Section 21.00 et seq. - LAMC)

Company Name: Los Angeles SMSA LP d/b/a Verizon Wireless

Enter your current Business Tax Registration or Vendor Registration Number:

Old format:

ACCOUNT NUMBER										FUND		CLASS	
							-						

New format:

ACCOUNT NUMBER														CLASS							
0	0	0	0	0	8	9	8	5	8	-	0	0	0	1	-	5	L		0	4	1

Good until suspended or cancelled

State effective dates here: _____ to _____

If you have an application pending in the Department of Finance, and have not as yet received your number, a copy of your application must be submitted with your bid, proposal or agreement.

If you have received an exemption from the Department of Finance, provide an explanation for the exemption and the exemption number.

Exemption Number:

						-		
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Explanation
