

COOPERATION AGREEMENT

LOS ANGELES INTERNATIONAL AIRPORT MASTER PLAN PROGRAM

This Cooperation Agreement is made and entered into as of this ___ day of ____, 2004, by and between the Los Angeles World Airports and the LAX Coalition for Economic, Environmental, and Educational Justice.

RECITALS

A. Los Angeles World Airports and the City of Los Angeles are considering an LAX Master Plan Program for Los Angeles International Airport, which would guide development and construction at LAX in coming years.

B. The LAX Coalition for Economic, Environmental, and Educational Justice has expressed legal and policy concerns regarding the proposed LAX Master Plan Program. LAWA and the Coalition have agreed that it is in their mutual interests to resolve the concerns of the Coalition through cooperation and settlement, rather than through litigation.

C. With the resolution of these concerns, the parties therefore desire that the LAX Master Plan Program proceed as described in this Cooperation Agreement and the attached Community Benefits Agreement, with the avoidance of any litigation on behalf of the Coalition regarding the LAX Master Plan Program.

DEFINITIONS

As used in this Agreement, the following capitalized terms shall have the following meanings. All definitions include both the singular and plural form.

“**Agreement**” shall mean this Cooperation Agreement, including the Community Benefits Agreement attached hereto as Attachment A.

“**Alternative D**” shall mean the “LAX Master Plan Alternative” described and evaluated in the Master Plan EIR/EIS as “Alternative D.”

“**CBA**” shall mean the Community Benefits Agreement attached and incorporated into this Agreement as Attachment A.

“**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 that are signatories to this Agreement, and no other organizations or individuals: 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 have the meaning set forth in Section III.E.

“FAA” shall mean the Federal Aviation Administration.

“FAA Approval” or **“FAA Determination”** with respect to LAWA’s funding of any of the programs and/or activities contemplated by this Agreement shall mean a determination by the FAA obtained pursuant to the processes described in Section II.D.

“General Fund” shall mean the City of Los Angeles fund for deposit of general receipts, which are not restricted, such as property, sales, and business taxes and various fees; also functions as a set of subfunds (primarily by departments) to track appropriations and expenditures.

“LAWA” shall mean Los Angeles World Airports.

“LAX Master Plan” shall mean the document approved by the City Council as a strategic framework for future improvements at LAX through 2015.

“LAX Master Plan Program” shall mean the entire program that comprises the initial approval by both the City Council and the FAA in its Record of Decision (ROD), and subsequent implementation of the LAX Master Plan Alternative D, including the initial approval of all entitlements and other actions in conjunction with the City Council’s approval of the LAX Master Plan, including, but not limited to, the following:

- LAX Master Plan;
- LAX Plan;
- LAX Specific Plan;
- other associated general plan amendments;
- LAX Zone and zone changes;
- Tentative Tract Map Nos. 54407, 54408 and 54409;
- LAX Master Plan EIR/EIS;
- Mitigation Monitoring and Reporting Program (MMRP) for the Master Plan EIR/EIS;
- CEQA findings;
- Statement of Overriding Considerations;
- Land Use Findings;
- Conceptual Approval of the Draft Relocation Plan;
- Airport Layout Plan (ALP);
- Record of Decision (ROD) approved by the FAA for the ALP

- ALUC override findings; and
- ALUC inconsistency determination override approvals.

The LAX Master Plan Program shall also include subsequent LAWA and/or City Council approvals of all entitlements and other actions for any of the specific project components and activities that implement the LAX Master Plan Alternative D.

With respect to the initial approval, the term LAX Master Plan Program shall refer to and include only the general framework of Alternative D that is encompassed within the LAX Master Plan. With respect to the subsequent approval of specific projects, the term LAX Master Plan Program shall refer to and include all Alternative D projects and any modified or substitute projects approved by LAWA and/or the City Council, so long as the projects are substantially consistent with Alternative D.

With respect to the FAA's ROD, the ROD shall refer to the documents comprising the FAA's final record of decision approving the ALP, including, but not limited to, the agency actions constituting the basis for the Clean Air Act general and transportation conformity determination, the Endangered Species Act biological opinion of no jeopardy, and the Coastal Zone Management Act consistency determination and consistency certification.

“Master Plan EIR/EIS” shall mean the “Final Environmental Impact Report (FEIR) [State Clearinghouse No. 1997061047] for the Los Angeles International Airport (LAX) Proposed Master Plan Improvements,” dated April 2004, as supplemented by one or more EIR Addenda prior to certification of the EIR by the City Council, and the Final Environmental Impact Statement (EIS) approved by the FAA in connection with its approval of the Airport Layout Plan.

“Organization” shall mean each entity that is a member of the Coalition as defined above. Obligations of an Organization shall be obligations only of: (1) the Organization itself, as distinct from its member organizations or any natural persons; and (2) staff members or members of the board of directors of the Organization when authorized to act on behalf of the Organization.

“Party” shall mean the Coalition and/or LAWA.

“Released Claims” shall mean any and all state and/or federal law based suits, petitions, claims, causes of action, actions challenging the sufficiency or legal validity of the LAX Master Plan Program and/or associated environmental documents. Released Claims shall not include any claim seeking enforcement or interpretation of this Agreement, nor shall it include the Coalition submitting comments on project-specific draft Environmental Impact Reports.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants, promises and undertakings set forth herein and other consideration, the receipt and adequacy of which the Parties hereby acknowledge, the Parties agree as follows:

SECTION I: AGREEMENT OVERVIEW

A. Offer to Compromise. This Agreement is an offer to compromise pursuant to California Evidence Code Section 1152, made without admission of liability, to avoid litigation.

B. Recitals True and Correct. The above recitals are true and correct and are hereby incorporated as a part of this Agreement.

C. Mutual Consideration. The Coalition's commitment to abide by terms of this Agreement is consideration for the LAWA's commitments to abide by terms of this Agreement. LAWA's commitments to abide by terms of this Agreement are consideration for the Coalition's commitment to abide by terms of this Agreement.

D. Agreement Lawful and Enforceable. All Parties agree that this Agreement is lawful, enforceable, and binding on all Parties; agree to waive any challenges to the enforceability of this Agreement; and agree not to either affirmatively or by way of defense seek to invalidate or otherwise avoid application of the terms of this Agreement in any judicial action or proceeding.

E. Incorporation of Community Benefits Agreement. The CBA, which is attached as Attachment A., is incorporated into this Agreement.

F. Headings Not Limiting. Section and subsection headings contained herein are included for convenience only and shall not be deemed to govern, limit, modify or in any manner affect the scope, meaning or intent of the provisions of any section or subsection herein.

G. Term of Agreement. This Agreement shall be operative from the date of its approval by the parties through December 31, 2015 or until the conclusion of the LAX Master Plan Program, whichever comes later, except that this Agreement shall expire under any circumstance by December 31, 2020.

H. No City Expenditure Required. Under no circumstances may any of LAWA's obligations under this Agreement require any expenditure from the City's General Fund or any other City-controlled source of funds.

I. No Third-Party Beneficiaries. This Agreement has no third party beneficiaries and no one other than the Parties shall have any rights to enforce any of the obligations created in this Agreement.

SECTION II: LAWA COMMITMENTS AND OBLIGATIONS

A. LAX Master Plan Program Consistent With Agreement. LAWA shall take all action required of it by this Agreement, and shall take no action regarding the LAX Master Plan Program or to implement the LAX Master Plan Program that conflicts with terms of this Agreement. LAWA shall include in contracts, leases, license and permitting agreements any and all provisions necessary to make applicable requirements of this Agreement legally effective with regard to contractors, subcontractors, lessees, licensees and permittees.

B. Responsible Official. LAWA shall identify an official within LAWA who will be responsible for monitoring the performance of each program or activity that LAWA is obligated to perform under this Agreement. In LAWA's sole discretion, one or more of these programs or activities may be added to the LAX Master Plan's Mitigation Monitoring and Reporting Program (MMRP) and monitoring of performance for these programs or activists may be carried out under the MMRP.

C. Deficient Performance by Third Party. If the LAWA official or division responsible for monitoring any program or activity contemplated by this Agreement to be carried out by a contractor or third party determines that performance by the contractor or third party is deficient that determination shall be immediately transmitted to LAWA's Director, who shall transmit that determination to the Coalition Representative. LAWA may withhold further funding for the program or activity until appropriate safeguards have been implemented to allow achievement of satisfactory performance.

D. Regulatory Prohibitions. Notwithstanding any provision of this Agreement, LAWA shall not be required to make expenditures or take actions (i) that are prohibited by an FAA Determination or any other regulatory authority, or (ii) for which the FAA or any other federal agency makes a determination that the expenditures or actions will result in withholding or demand for remittance of federal funds. When such a determination is made, LAWA shall fulfill requirements of this Agreement consistent with the FAA Determination and the determination of any other regulatory authority.

In order to secure an FAA approval or FAA determination regarding LAWA's use of airport revenues to fund any new program or programs specified in the CBA:

1. LAWA and the Coalition will jointly prepare and LAWA will present a letter to the FAA requesting an advisory opinion on the whether the use by LAWA of airport revenue for a specific CBA program or programs is an acceptable use of airport revenues under existing statutes, regulations and FAA policy guidance. The letter will request that, if the FAA determines the use of airport revenues for a specific program or programs is not acceptable, the FAA include in its written advisory opinion the grounds upon which the Agency has determined

that the use of airport revenues for the proposed program or programs would constitute revenue diversion or other impropriety under existing statutes, regulations or policy guidance.

2. If the FAA's advisory opinion indicates that use of airport revenues for any particular program would constitute revenue diversion or other impropriety, then LAWA, with the Coalition's consent, will take the following actions, in the following order:

- (a) revise the program and/or request in order to meet the FAA criteria;
- (b) provide further arguments in support of eligibility in a petition to FAA seeking a final agency determination on the use of airport revenue for the project; or
- (c) roll-over the funding to another program if the CBA provides for that procedure.

E. Limitation on Use of Funds. No funds provided by or through LAWA under the terms of this Agreement shall be used for religious or political purposes.

SECTION III: COALITION COMMITMENTS AND OBLIGATIONS.

A. Coalition Actions Related to the LAX Master Plan Program. The Coalition shall take all actions required of it by this Agreement. All obligations, powers, rights, and responsibilities of the Coalition under this Agreement shall be obligations, powers, rights and responsibilities of each Organization.

B. Release of Claims. The Coalition hereby waives, releases, and forever discharges LAWA and the FAA from all Released Claims in full and final settlement of the Released Claims.

C. Covenant Not to Bring Any Released Claim. The Coalition covenants that it will not file, prosecute, bring, or advance any suit, claim, or legal action of any kind against LAWA or the FAA based upon any Released Claim.

D. Defense Against Released Claims. This Agreement may be pleaded as a defense to, and may be used as the basis for an injunction against, prosecution of any Released Claim against LAWA or the FAA.

E. Coalition Representative. The Coalition shall designate one individual as the "Coalition Representative" authorized to speak or act on behalf of the Coalition for all purposes under this Agreement. The Coalition Representative may designate one or more assistants to assist the 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 made to the addresses listed in

the “Notice” section below. Each Organization may be contacted through the Coalition addresses set forth in the “Notice” section below.

SECTION IV: ENFORCEMENT.

A. Coalition’s Enforcement of LAWA’s Obligations.

1. Default. Failure by LAWA to perform any term or provision of this Agreement, if not cured, shall constitute a default under this Agreement.

2. Sixty-Day Right to Cure. If the Coalition believes that LAWA is in default of this Agreement, the Coalition Representative shall provide written notice to LAWA of the alleged default; offer to meet and confer in a good-faith effort to resolve the issue; and provide LAWA sixty days to cure the alleged default commencing at the time of the notice. Any notice given pursuant to this provision shall specify the nature of the alleged default, and, where appropriate, the manner in which the alleged default satisfactorily may be cured.

3. Mediation. To the extent that there is any disagreement regarding the adequacy of performance of LAWA’s obligations under this Agreement, the Parties will first attempt to resolve the disagreements, at the regularly scheduled implementation meetings. If the meetings are unable to resolve any disagreement(s), either of the parties may request mediation of the disagreement(s). LAWA shall pay the reasonable costs of a mediator for the dispute resolution, and each Party will bear its own fees and other costs, if any.

4. Remedies. In the event that LAWA is allegedly in default under the terms of this Agreement, then the Coalition may elect, in its sole and absolute discretion, to waive the default or to pursue any of the following remedies: (1) binding arbitration, as described in this section; or (2) judicial remedies, as described in this section. These remedies may be pursued only after exhaustion of the sixty-day right to cure period and participation in the regularly scheduled implementation meeting processes described above, except where an alleged default may result in irreparable injury, in which case the Coalition may immediately pursue the remedies described in this Section IV.A.

(i). Binding Arbitration. The Coalition may pursue binding arbitration to enforce any term of this Agreement that has allegedly been breached. The Coalition may seek arbitration relief ordering, and the arbitrator shall have the power to order, affirmative equitable and/or affirmative injunctive relief, temporary or permanent, requiring LAWA to comply with this Agreement. The Coalition shall not seek arbitration relief ordering, and the arbitrator shall not have the power to order, LAWA to cease or suspend any operations of LAX, to cease or suspend implementation of the LAX Master Plan Program, or to cease or suspend any other LAWA program or activity. The Coalition shall not seek arbitration relief directing, and the arbitrator shall not have power to direct, LAWA to undertake any program or action except for those programs or actions provided for by this Agreement. The Coalition shall not seek arbitration relief awarding, and the arbitrator shall not have power to award, any money

damages, although to the extent that funds may be required to be expended by LAWA to comply with its obligations under this Agreement, the arbitrator shall have power to compel LAWA to expend those funds. The arbitrator may order termination for breach of this Agreement if LAWA is found to be in default of this Agreement. Arbitration shall be conducted in Los Angeles, California, under the rules of the American Arbitration Association. LAWA shall pay the costs of the arbitrator. Each Party shall bear its own fees and other costs.

(ii). Court Action. The Coalition may file a claim in the Los Angeles Superior Court to enforce any term of this Agreement that has allegedly been breached. The Coalition may seek judicial relief ordering, and the court shall have the power to order, affirmative equitable and/or affirmative injunctive relief, temporary or permanent, requiring Parties to comply with this Agreement. The Coalition shall not seek judicial relief ordering, and the court shall not have the power to order LAWA to cease or suspend any operations of LAX, to cease or suspend implementation of the LAX Master Plan Program, or to cease or suspend any other LAWA program or activity. The Coalition shall not seek judicial relief ordering, and the court shall not have power to direct, LAWA to undertake any program or action except for those programs or actions provided for by this Agreement. The Coalition shall not seek judicial relief awarding, and the court shall not have power to award any money damages, although to the extent that funds may be required to be expended by LAWA to comply with its obligations under this Agreement, the court shall have power to compel LAWA to expend those funds. The court may order termination of this Agreement where LAWA is found to be in default of this Agreement. Each Party shall bear its own fees and costs of court enforcement.

B. LAWA's Enforcement of Coalition's Obligations. If the Coalition is allegedly in default of Section III.C of this Agreement, LAWA's responsibilities under this Agreement shall remain in effect until those responsibilities are suspended as described in this Section IV.B.

1. Prompt Dismissal of Claim. LAWA shall notify the Coalition Representative in writing that the Coalition is in default. The default of Section III.C of this Agreement shall be considered completely cured if, within ten days of the Coalition Representative's receipt of the notice, the court with which the claim in question was filed dismisses the suit or claim in question. If within that ten-day period the Coalition has filed a motion to dismiss the claim but the court has not ruled on the motion, the ten-day period shall be extended for the time it takes the court to rule on the motion for dismissal.

2. Board Action. If a Coalition default of Section III.C of this Agreement is not cured pursuant to Section IV.B.1, above, LAWA may elect, through a public hearing of the Board of Airport Commissioners, to suspend LAWA's performance of some or all of its requirements under this Agreement during pendency of the default in question. LAWA's failure to perform requirements of this Agreement that have been suspended under this Section IV.B shall not be considered a breach of this Agreement by LAWA, and this Agreement will otherwise remain in force.

3. No Monetary Damages from Coalition. Monetary damages shall in no circumstances be available as a remedy against the Coalition for default of this Agreement.

SECTION V: CONDITIONS TO AND LIMITATIONS ON PARTIES' RESPONSIBILITIES.

A. LAWA Responsibilities

1. Conditions Precedent. Notwithstanding any other provision of this Agreement, LAWA shall have responsibilities under the CBA only during the time the following conditions precedent are satisfied:

- a.** The Coalition is not in default of this Agreement.
- b.** Neither the City nor the FAA has refused to issue approvals for the program level plans, ordinances and other entitlements that would authorize the commencement of the LAX Master Plan Program.
- c.** No public agency has refused to issue any permit or other entitlement necessary to authorize the commencement of the LAX Master Plan Program.
- d.** No litigation has been filed by any person or entity challenging the LAX Master Plan Program or any associated federal approval or any entitlement or permit that is necessary for the commencement of the LAX Master Plan Program, that has resulted in a currently effective court order rescinding, nullifying, enjoining or otherwise interfering with the commencement of the LAX Master Plan Program or its accompanying entitlements.

If LAWA is precluded from implementing some or all of the LAX Master Plan Program by the refusal of an agency to issue an entitlement or permit or by the issuance of a court order as described above, LAWA will nevertheless comply with its obligations under this Agreement to the extent that those obligations are associated with portions of the LAX Master Plan Program that may still be implemented.

2. Obligations Not Unlawful. No obligation incurred by LAWA under this Agreement shall commit LAWA to pursue or implement any program or activity that is unlawful under any federal or state law or regulation.

3. Temporary Suspension of LAWA's Financial Obligations Due to Extraordinary Financial Situation. LAWA's financial obligations under this Agreement shall be suspended in either of the following circumstances:

- (a)** an extraordinary financial situation exists that was caused by circumstances outside of LAWA's normal budgetary control
 - (i)** such that LAX-derived airport revenues in excess of LAX's basic operating budget and any debt service and other financial obligations do not exist in an amount sufficient to fund the obligations set forth in this Agreement; and
 - (ii)** that the situation may likely result in a decline in annual LAX-derived operating revenues in excess of five percent of the then current fiscal year's operating budget, or \$50 million, whichever is less; or
- (b)** an extraordinary financial situation exists such that performing its obligations under this Agreement would necessarily result in:
 - (i)** a violation of the financial covenants LAX has made to its creditors and lienholders in return for the extension of credit in the form of bonds, loans, letters of credit and other forms of financing necessary to maintain LAWA's overall financial stability; or
 - (ii)** LAWA being financially unable to enter into any construction contract for a new LAX Master Plan Program project.

LAWA shall consult with the Coalition about the necessity for the suspension of its obligations and the estimated time period of the suspension. During the suspension period, LAWA shall consult with the Coalition each quarter regarding the status of its efforts to resolve pertinent financial problems and to develop outside sources of revenue to fund LAWA's financial obligations including grants from federal, state or regional agencies or from foundations or other third parties.

"Extraordinary financial situation" as used in this section means circumstances that include, but are not limited to, the type of financial circumstances that LAWA experienced following the events of September 11, 2001; a natural disaster such as an earthquake; or extended increased security deployments in response to external threats.

For purposes of this Section V.A.3, LAWA agrees that financial obligations under this Agreement are an integral component of the LAX Master Plan Program and that these obligations will have the same budgetary priority as LAX Master Plan Program project costs, such that new LAX Master Plan Program implementation projects shall not go forward while financial obligations of this Agreement are suspended pursuant to this Section V.A.3. Upon the

conclusion of these extraordinary circumstances, LAWA will promptly resume performance of its financial obligations under this Agreement.

4. FAA Approval of LAWA Expenditures. LAWA's obligations under this Agreement are further conditioned upon FAA Approval of these expenditures, meaning that to the extent airport revenues are the identified source of funding to fulfill LAWA's obligations, the FAA has approved the use of the revenues for these specified purposes.

5. Alternative Job Training or Air Quality Expenditure in Case of FAA Prohibition. For each program or activity for which the CBA requires an "Alternative Job Training or Air Quality Expenditure," if that program or activity is prohibited by an FAA Determination obtained pursuant to Section II.D, LAWA and the Coalition shall follow the procedures set forth in this Section V.A.5. LAWA shall maintain an accounting set-aside for funds required by this Agreement to be expended but for which the expenditure is prohibited by the FAA. All these funds shall be expended on measures or programs that (i) promote job training or air quality, respectively, as indicated in the CBA; (ii) are not prohibited by the FAA; and (iii) are agreed upon by LAWA and the Coalition. LAWA shall work with the Coalition Representative to develop substitute programs or activities designed to achieve equivalent levels of mitigation and/or benefit through an equivalent expenditure of airport revenues. Substitute programs or activities shall be those that have been found to be acceptable by an FAA Approval and may be those called for in this Agreement or otherwise. LAWA shall work with the Coalition Representative to determine which programs or activities shall be substituted. LAWA and the Coalition anticipate that some programs will be available that the FAA will ultimately approve.

B. Coalition Responsibilities.

1. Notwithstanding any other provision of this Agreement, the Coalition shall have responsibilities under this Agreement only during the time the following condition precedent is satisfied: LAWA is not in default of this Agreement. A condition precedent to the Coalition's obligations under this Agreement, is that the FAA has not determined under revenue diversion regulations or any other laws or regulations (i) that this Agreement as a whole, or the Community Benefits Agreement as a whole, is invalid, or (ii) that it is impermissible for LAWA to incur financial obligations through this Agreement or the Community Benefit Agreement.

2. The Coalition's obligations under this Agreement shall cease if the FAA Determination provided under Section II.D above is that none of the CBA programs are acceptable under federal laws and regulations.

SECTION VI. MISCELLANEOUS

A. No Other Challenges. The Coalition represents and warrants that it has not filed any Released Claim.

B. Notice. All notices shall be in writing and shall be addressed to the affected Parties at the addresses set forth below. Notices shall be: (a) delivered by in person service to the addresses set forth below, in which case they shall be deemed delivered on the date of delivery, as evidenced by the written report of the courier service, or (b) sent by certified mail, return receipt requested, in which case they shall be deemed delivered three business days after deposit in the United States mail. Any Party may change its address or the name and address of its attorneys by giving notice in compliance with this Agreement. Notice of a change shall be effective only upon receipt. Notice given on behalf of a Party by any attorney purporting to represent a Party shall constitute notice by the Party if the attorney is, in fact, authorized to represent the Party. The addresses of the Parties and their attorneys are:

If to LAWA:

Kim Day
Executive Director
Los Angeles World Airports
1 World Way
P.O. Box 92216
Los Angeles, California 90009-2216

with a copy to:

Claudia Culling
Senior Assistant City Attorney
General Counsel to the Airport Division
1 World Way, Room 225
Los Angeles, California 90009

If to Coalition:

Madeline Janis-Aparicio
Los Angeles Alliance for a New Economy
215 W. 6th Street, Suite 1204
Los Angeles, CA 90014

and

Jerilyn López Mendoza
Environmental Defense
3250 Wilshire Blvd., Suite 1400
Los Angeles, CA 90010

with a copy to:

Law Office of Julian Gross
The Flood Building
870 Market Street, Suite 915
San Francisco, CA 94102

C. Legal Fees and Costs for Preparation. Each Party shall bear its own legal fees and costs resulting from the preparation, negotiation, execution and enforcement of this Agreement.

D. Materiality of Breach and Material Terms. Any breach of any term of this Agreement may, at the option of a non-breaching Party, be treated as a material default and a complete failure of consideration.

E. Waiver. The waiver of any provision or term of this Agreement shall not be deemed a waiver of any other provision or term of this Agreement. The mere passage of time, or failure to act upon a default, shall not be deemed a waiver of any provision or term of this Agreement.

F. Time of the Essence. Time is of the essence in this Agreement.

G. Representation of Counsel. Each of the Parties has been represented by counsel in the negotiation and drafting of this Agreement. Accordingly, this Agreement 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 Agreement.

H. Interpretation. Specific provisions of this Agreement shall take precedence over conflicting general provisions.

I. California Law. This Agreement shall be construed in accordance with the laws of the State of California. The venue for any enforcement judicial action shall be the Los Angeles Superior Court.

J. Entire Agreement. This Agreement contains the entire agreement between the parties and supersedes any prior agreements, whether written or oral.

K. Authority of Signatories. The individuals executing this Agreement represent and warrant that they have the authority to sign on behalf of the respective parties.

L. Binding and Enforceable Upon Signature. As to any Party, this Agreement shall be binding upon, and as of the date of, the Party's execution of this Agreement. This Agreement shall be enforceable by any Party and each Party's respective successors and assigns.

M. Amendments. This Agreement may not be altered, amended or modified, except by an instrument in writing signed by the each of the Parties in existence at the time.

N. Counterparts and Additional Signatories. This Agreement may be executed in two or more counterparts, each of which may be deemed an original, but all of which shall constitute one and the same document.

O. Reformation. If any term, provision, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the Parties shall amend this Agreement and/or take other action necessary to achieve the intent of this Agreement to the extent consistent with the ruling of the court.

P. Further Assurances. Each Party covenants that it will take all actions and do all things, and to execute, with acknowledgment or affidavit if required, any and all documents and writings, that may be necessary or proper to achieve the purposes and objectives of this Agreement and to provide and secure to the other parties the full and complete enjoyment of its rights and privileges under this Agreement.

Q. Effective Date. This Agreement shall be effective upon execution by all parties.

R. Severability. Except for “core terms” set forth in this Section VI.S, if any term, provision, covenant, or condition of this Agreement 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.

S. Core Terms.

1. LAWA Core Terms. If any of the following terms of this Agreement are held in final judgment by a court of competent jurisdiction to be invalid, void, or unenforceable, LAWA shall have the option of terminating this Agreement:

Definitions:

- Definition of “Coalition”;
- Definition of “FAA Approval or FAA Determination”;
- Definition of “LAX Master Plan”;
- Definition of “LAX Master Plan Program”;
- Definition of “Master Plan EIR/EIS”;
- Definition of “Organization”;
- Definition of “Released Claims”;

Section II:

- LAX Master Plan Program Consistent With Agreement;
- Responsible Official;
- Deficient Performance by Third party;

- Regulatory Prohibitions;
- Limitation on Use of Funds;

Section III:

- Coalition Actions Related to the LAX Master Plan Program;
- Release of Claims;
- Covenant Not to Bring Any Released Claim;
- Defense Against Released Claims;

Section IV:

- Coalition’s Enforcement of LAWA’s Obligations;
- LAWA’s Enforcement of Coalition’s Obligations;

Section V:

- LAWA Responsibilities;

Section VI:

- No Other Challenges;
- Notice;
- Legal Fees and Costs for Preparation;
- Representation of Counsel; and
- Authority of Signatories.

2. Coalition Core Terms. If any of the following terms of this Agreement are held in final judgment by a court of competent jurisdiction to be invalid, void, or unenforceable, the Coalition shall have the option of terminating this Agreement:

Definitions:

- Definition of “Alternative D”;
- Definition of “Coalition”;
- Definition of “LAX Master Plan Program”;
- Definition of “Master Plan EIR/EIS”;
- Definition of “Organization”;
- Definition of “Released Claims”;

Section I:

- Agreement Lawful and Enforceable;
- Incorporation of Community Benefits Agreement;

Section II:

- LAX Master Plan Program Consistent With Agreement;

Section IV:

- Default;
- Remedies;
- LAWA's Enforcement of Coalition's Obligations;

Section V:

- Alternative Job Training or Air Quality Expenditure in Case of FAA Prohibition;
- Coalition Responsibilities;

Section VI:

- Materiality of Breach and Material Terms;
- Waiver;
- Time of the Essence;
- Entire Agreement;
- Binding and Enforceable Upon Signature;
- Amendments;
- Counterparts and Additional Signatories;
- Further Assurances;
- Severability;
- Successors and Agents; and

Attachment A. Community Benefits Agreement.

T. Successors and Agents. This Agreement shall bind and inure to the benefit of the agents, assigns, and successors-in-interest of each Party. Any reference in this Agreement to a Party shall be deemed include any agents, assigns, and successors-in-interest of that Party, with respect to rights and/or responsibilities relevant to this Agreement.

IN WITNESS WHEREOF, the Parties here caused this Agreement to be duly executed by their respective authorized officers.

Dated: _____

LOS ANGELES WORLD AIRPORTS

By:

KIM DAY
Executive Director

Dated: _____

AGENDA

By: _____

Title: _____

Dated: _____

AME MINISTER'S ALLIANCE

By: _____

Title: _____

Dated: _____

CLERGY AND LAITY UNITED FOR ECONOMIC JUSTICE

By: _____

Title: _____

Dated: _____

COALITION FOR CLEAN AIR

By: _____

Title: _____

Dated: _____

COMMUNITIES FOR A BETTER ENVIRONMENT

By: _____

Title: _____

Dated: _____

COMMUNITY COALITION

By: _____

Title: _____

Dated: _____

COMMUNITY COALITION FOR CHANGE

By: _____

Title: _____

Dated: _____

ENVIRONMENTAL DEFENSE

By: _____

Title: _____

Dated: _____

INGLEWOOD COALITION FOR DRUG AND VIOLENCE
PREVENTION

By: _____

Title: _____

Dated: _____

INGLEWOOD DEMOCRATIC CLUB

By: _____

Title: _____

Dated: _____

LENNOX COORDINATING COUNCIL

By: _____

Title: _____

Dated: _____

LOS ANGELES ALLIANCE FOR A NEW ECONOMY

By: _____

Title: _____

Dated: _____

LOS ANGELES COUNCIL OF CHURCHES

By: _____

Title: _____

Dated: _____

NATION OF ISLAM - LOS ANGELES

By: _____

Title: _____

Dated: _____

NATURAL RESOURCES DEFENSE COUNCIL

By: _____

Title: _____

Dated: _____

PHYSICIANS FOR SOCIAL RESPONSIBILITY LOS ANGELES

By: _____

Title: _____

Dated: _____

SERVICE EMPLOYEES' INTERNATIONAL UNION,
LOCAL 347

By: _____

Title: _____

Dated: _____

TEAMSTERS 911

By: _____

Title: _____