

**SECOND AMENDMENT TO AGREEMENT DA-5504
BETWEEN THE CITY OF LOS ANGELES
FOR THE DEPARTMENT OF AIRPORTS AND
LAZ PARKING CALIFORNIA LLC FOR
OPERATIONS AND MANAGEMENT OF TRANSPORTATION SHUTTLES SERVICES
AT
LOS ANGELES INTERNATIONAL AIRPORT**

THIS SECOND AMENDMENT TO Agreement No.DA-5504 (“Agreement”) is entered into this ____ day of _____, 20 ____, at Los Angeles, California, by and between the CITY OF LOS ANGELES, a municipal corporation, (herein after referred to as “City”), acting by order of and through the Board of Airport Commissioners (hereinafter referred to as “Board”) of the Department of Airports, also known as Los Angeles World Airports (hereinafter referred to as “Department” or “LAWA”), and LAZ Parking California LLC (hereinafter referred to “Contractor”, and/or Party(ies)).

RECITALS

WHEREAS, City and Contractor previously entered into Agreement DA-5504 commencing on June 1, 2021.

WHEREAS City and Contractor desire to extend the term of the Agreement for nine (9) additional months in conjunction with the opening of the Automated People Mover (APM).

NOW, THEREFORE, for and in consideration of the covenants and conditions hereinafter contained to be kept and performed by the respective parties hereto, IT IS MUTUALLY AGREED as follows:

AMENDMENTS

Section 1. Section 1.1 **Term: Commencement Date.**, is hereby amended by deleting it in its entirety, and in lieu thereof inserting the following:

“1.1 **Term.** This Agreement shall commence on the Commencement Date, **June 1, 2021**, and shall terminate on **October 31, 2026** (“Term”).

Section 2. Section 8.1 **Termination for Convenience** shall be amended by deleting, following portion in it’s entirety:

“ In the event that the Chief Executive Officer, in his or her sole and absolute discretion, at any time determines that the efficient or convenient operation at the Airport

require the termination of this Agreement, City shall have the absolute right to terminate this Agreement (a “Termination for Convenience”), upon not less than ninety (90) days prior written notice to Contractor (a “Convenience Termination Notice”).”

And in lieu thereof inserting the following:

“ In the event that the Chief Executive Officer, in his or her sole and absolute discretion, at any time determines that the efficient or convenient operation at the Airport require the termination of this Agreement, City shall have the absolute right to terminate this Agreement (a “Termination for Convenience”), upon not less than **thirty (30) days** prior written notice to Contractor (a “Convenience Termination Notice”).”

Section 3. The Agreement shall be amended by inserting the following;

“Section 16.0 Title VI Requirements and Provisions.

16.1 Civil Rights – General; Civil Rights – Title VI Assurances - 49 CFR § 21.7

(a)(1); 49 CFR Part 21 Appendix C (b); and as amended or interpreted from time to time.

16.1.1 Civil Rights – General – 49 USC § 47123, derived from the Airport and Airway Improvement Act of 1982, Section 520. *In all its activities within the scope of its airport program, the Contractor agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.*

This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

16.1.1.1 The above provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract. If the Contractor transfers its obligation to another, the transferee is obligated in the same manner as the Contractor. The above provision obligates the Contractor for the period during which the property is owned, used or possessed by the Contractor and the airport remains obligated to the Federal Aviation Administration.

16.1.2 Civil Rights – Title VI Assurances – 49 USC § 47123, FAA Order 1400.11, and U.S. Department of Transportation Order DOT 1050.2, Standard Title VI Assurances and Nondiscrimination Provisions, effective April 24, 2013. Contractor further agrees to comply with all applicable US DOT Standard Title VI/Non-Discrimination, set forth in Attachment A, attached hereto and made a material term of this Contract, as such requirements may be amended or

interpreted by the FAA or the United States Department of Transportation from time to time; specifically, the following clauses as provided in Attachment A:

- a. Title VI List of Pertinent Nondiscrimination Acts and Authorities
- b. Compliance with Nondiscrimination Requirements

16.1.3 Audit of Subcontracts. LAWA may conduct a review of the Contractor's compliance with this subsection 1.1. Contractor must cooperate with LAWA throughout the review process by supplying all requested information and documentation to LAWA, making Contractor staff and officials available for meetings as requested, and correcting any areas of non-compliance as determined by LAWA.

16.1.4 Contractor agrees that it shall insert the provisions found in Subsections 16.1.1 and 16.1.2, inclusive of Attachment A in whole, in any solicitation, subcontract, sublease, assignment, license, transfer, or permit, or other instrument, by which said Contractor grants a right or privilege to any person, firm, or corporation under this Contract.”

Section 4. The Agreement shall be Amended by attaching, Attachment A, FAA Title VI Provisions.

Section 5. Except as amended or modified by this Second Amendment, Agreement DA-5504 is hereby ratified and confirmed and all other terms of Agreement DA-5504 shall remain in full force and effect, unaltered and unchanged by this Second Amendment. If there is any conflict between the provisions of this Second Amendment and the provisions of Agreement DA-5504, the provisions of this Second Amendment shall prevail. Whether or not specifically amended by this Second Amendment, all terms and provisions of Agreement DA-5504 are amended to the extent necessary to give effect to the purpose and intent of this Second Amendment.

Section 6. **No Second Party Beneficiaries.** No provisions of Agreement DA-5504 or this Second Amendment may be amended or added to except by a written agreement signed by the Parties or their respective successors-in-interest. This Second Amendment is not intended to confer upon any person other than the Parties, any rights or remedies hereunder.

Section 7. **Governing Law; Interpretation.** This Second Amendment shall be governed by, and construed in accordance with, the laws of the State of California. This Agreement and this Second Amendment are subject to the provisions of the Los Angeles Administrative Code. Each Party represents and warrants that this Second Amendment has been negotiated and drafted at arms-length by equally sophisticated parties, and any ambiguity cannot be attributed to either Party hereto. If any provision of this Second Amendment, or the application thereof to any persons or circumstances, shall be invalid or unenforceable, the remainder of this Second Amendment shall not be affected thereby, and

each provision of this Second Amendment shall be valid and shall be enforceable to the fullest extent permitted by law.

Section 8. Electronic Signatures. This Second Amendment to Agreement and any other document necessary for the consummation of the transaction contemplated by this Second Amendment to Agreement may be executed in counterparts, including counterparts that are manually executed and counterparts that are in the form of electronic records and are electronically executed. An electronic signature means a signature that is executed by symbol attached to or logically associate with a record and adopted by a party with the intent to sign such record, including facsimile or e-mail signatures. All executed counterparts shall constitute one agreement, and each counterpart shall be deemed an original. The parties hereby acknowledge and agree that electronic records and electronic signatures, as well as facsimile signatures, may be used in connection with the execution of this Second Amendment to Agreement and electronic signatures, facsimile signatures or signatures transmitted by electronic mail in so-called PDF format shall be legal and binding and shall have the same full force and effect as if a paper original of this Second Amendment to Agreement had been delivered that had been signed using a handwritten signature. All parties to this Second Amendment to Agreement (i) agree that an electronic signature, whether digital or encrypted, of a party to this Second Amendment to Agreement is intended to authenticate this writing and to have the same force and effect as a manual signature; (ii) intended to be bound by the signatures (whether original, faxed, or electronic) on any document sent or delivered by facsimile or electronic mail or other electronic means; (iii) are aware that the other party(ies) will rely on such signatures; and, (iv) hereby waive any defenses to the enforcement of the terms of this Second Amendment to Agreement based on the foregoing forms of signature. If this Second Amendment to Agreement has been executed by electronic signature, all parties executing this document are expressly consenting, under the United States Federal Electronic Signatures in Global and National Commerce Act of 2000 (“E-SIGN”) and the California Uniform Electronic Transactions Act (“UETA”) (California Civil Code §1633.1 et seq.), that a signature by fax, e-mail, or other electronic means shall constitute an Electronic Signature to an Electronic Record under both E-SIGN and UETA with respect to this specific transaction.”

Section 9. Incorporation of Recitals. City and Contractor each acknowledge the truth and accuracy of the Recitals set forth above, which by this reference are incorporated into this Second Amendment to Agreement.

[Signatures on the following page.]

IN WITNESS WHEREOF, City has caused this Second Amendment to be executed on its behalf by the Chief Executive Officer (also referred to as Executive Director) or his or her designee, and Contractor has caused the same to be executed by its duly authorized officers, all as of the day and year Second herein above written.

APPROVED AS TO FORM:
HYDEE FELDSTEIN SOTO, City Attorney


CITY OF LOS ANGELES
By signing below, the signatory attests that they have no personal, financial, beneficial, or familial interest in this contract.

Date: _____

By: _____
Deputy/Assistant City Attorney

By _____
Chief Executive Officer
Department of Airports

ATTEST:

By  _____
John Svendblad

By  _____
Rick Ingram

President, West Coast
Title

Executive Vice President, Airport Services
Title

[SEAL]

CIVIL RIGHTS – TITLE VI ASSURANCES

Civil Rights – Title VI Assurances. In accordance with, and as amended or interpreted from time to time, 49 USC § 47123, FAA Order 1400.11, and U.S. Department of Transportation Order DOT 1050.2, Standard Title VI Assurances and Nondiscrimination Provisions, effective April 24, 2013.

- I. **Title VI List of Pertinent Nondiscrimination Acts and Authorities.** During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “Contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:
- Title VI of the Civil Rights Act of 1964 (42 USC § 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 USC § 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 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
 - The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
 - Airport and Airway Improvement Act of 1982 (49 USC § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
 - The Civil Rights Restoration Act of 1987 (PL 100-259) (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 (42 USC § 12101, *et seq*) (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) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
 - **The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 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 (ensures nondiscrimination

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. 74087 (2005)];
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC § 1681, et seq).

II. Compliance with Nondiscrimination Requirements. During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “Contractor”), agrees as follows:

1. Compliance with Regulations: The Contractor (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 contract.
2. Nondiscrimination: The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor 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.
3. Solicitations for Subcontracts, including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding or negotiation made by the Contractor 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 the Contractor of the contractor’s obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.**
4. Information and Reports: The Contractor 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 LAWA or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a

contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to LAWA or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance:** In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, LAWA will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as LAWA or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request LAWA to enter into any litigation to protect the interests of LAWA. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.