

**FIRST AMENDMENT TO MASTER SERVICE AGREEMENT (DA-5675)  
BETWEEN THE CITY OF LOS ANGELES AND ACCENTURE, LLP.  
FOR DIGITAL EXPERIENCE AND INFORMATION TECHNOLOGY SERVICES  
FOR THE DEPARTMENT OF AIRPORTS FOR THE CITY OF LOS ANGELES**

This **FIRST AMENDMENT TO CONTRACT NUMBER DA-5675** (“Amendment”) is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2026 at Los Angeles, California by and between the **CITY OF LOS ANGELES**, a municipal corporation and charter city (the “City”), acting by order of and through its Board of Airport Commissioners (the "Board") of the Department of Airports (also known as Los Angeles World Airports or “Department” or “LAWA”) and **ACCENTURE, LLP.** ("Consultant"). In this Amendment, LAWA/the City and Consultant may be referred to individually as “Party” and collectively as the “Parties.”

**RECITALS**

WHEREAS, City and Consultant entered into Los Angeles World Airports Contract Number DA-5675 (the “Contract”) under a Master Service Agreement for on-call task order based digital experience and information technology services on an as -needed basis; and

WHEREAS, the Parties now desire to enter into a First Amendment to increase the not-to-exceed amount of the Master Service Agreement from Eighty Million and 00/100 Dollars (\$80,000,000.00) to One Hundred Eighty Million and 00/100 Dollars (\$180,000,000.00).

NOW, THEREFORE, in consideration of the premises and of the terms, covenants and conditions hereinafter contained to be kept and performed by the respective parties hereto, the parties do mutually agree that the Agreement is **HEREBY AMENDED AS FOLLOWS:**

**AMENDMENT**

**Amendment Section 1.** Section 4.1 “Not-to-Exceed Amount” under “Section 4.0 – Payment” is amended and restated as follows:

4.1 **Not-to-Exceed Amount.** For all Services rendered under this Contract, and all reimbursable costs allowed under the Contract incurred by Consultant pursuant to this Contract under all Task Orders, the total compensation to be paid to the Consultant, together with such amounts paid or payable by LAWA to other consultants under the terms of any Parallel Digital Experience and Information Technology Services Contracts, shall not exceed the total sum of One Hundred Eighty Million Dollars (\$180,000,000).

**Amendment Section 2.** Section 23.1 – “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” is amended as follows:

Section 23.1 Civil Rights – Standard Title VI Assurances and Nondiscrimination Provisions

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.

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, creed, sex, 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.

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.

23.2 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 **Exhibit G**, 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 Exhibit G:

- a. Title VI Solicitation Notice
- b. Title VI List of Pertinent Nondiscrimination Acts and Authorities
- c. Nondiscrimination Requirements/Title VI Clauses for Compliance

23.3 Audit of Subcontracts. LAWA may conduct a review of the Contractor's compliance with this Section 23. 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.

23.4 Subcontractor Compliance. Contractor agrees that it shall insert the provisions found in Section 23, inclusive of Exhibit G 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.

**Effect of Amendment.** Except as specifically provided herein, this Amendment shall not in any manner alter, change, modify, or affect any of the rights, privileges, duties, or obligations of either of the parties hereto, under, or by reason of said Agreement, as amended.

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

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, City has caused this Amendment to be executed, by the Chief Executive Officer, and Contractor has caused the same to be executed by its duly authorized officers and its corporate seal to be hereunto affixed, all as of the day and year first hereinabove written. Each individual who executes this Agreement on behalf of a party represents that he/she/they is duly authorized to execute this Agreement and contractually bind the party, and is operating within the scope of his/her/their authority.

APPROVED AS TO FORM:  
Hydee Feldstein Soto, City Attorney

**CITY OF LOS ANGELES**  
By signing below, the signatories attest that they have no personal, financial, beneficial, or familial interest in this Contract.

Date: \_\_\_\_\_


Date: \_\_\_\_\_


By: \_\_\_\_\_  
Deputy City Attorney

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

ATTEST:

**ACCENTURE, LLP.**

By:  \_\_\_\_\_  
Signature (Secretary/Treasurer)  
Jennifer C. Hall

By:  \_\_\_\_\_  
Signature (President/CEO)  
Arlene Mordeno

Print Name

Managing Director

Print Title

Print Name

Managing Director

Print 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 U.S.C. § 47123, 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 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) including amendments thereto;
  - 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 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
  - 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 U.S.C. § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
  - The Civil Rights Restoration Act of 1987 (P.L. 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 U.S.C. § 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;
  - 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.*).

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, creed, sex, 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, including amendments thereto.
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.

**FIRST AMENDMENT TO MASTER SERVICE AGREEMENT (DA-5676)  
BETWEEN THE CITY OF LOS ANGELES AND ARUP US INC.  
FOR DIGITAL EXPERIENCE AND INFORMATION TECHNOLOGY SERVICES  
FOR THE DEPARTMENT OF AIRPORTS FOR THE CITY OF LOS ANGELES**

This **FIRST AMENDMENT TO CONTRACT NUMBER DA-5676** (“Amendment”) is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2026 at Los Angeles, California by and between the **CITY OF LOS ANGELES**, a municipal corporation and charter city (the “City”), acting by order of and through its Board of Airport Commissioners (the "Board") of the Department of Airports (also known as Los Angeles World Airports or “Department” or “LAWA”) and **ARUP US INC.** ("Consultant"). In this Amendment, LAWA/the City and Consultant may be referred to individually as “Party” and collectively as the “Parties.”

**RECITALS**

WHEREAS, City and Consultant entered into Los Angeles World Airports Contract Number DA-5676 (the “Contract”) under a Master Service Agreement for on-call task order based digital experience and information technology services on an as -needed basis; and

WHEREAS, the Parties now desire to enter into a First Amendment to increase the not-to-exceed amount of the Master Service Agreement from Eighty Million and 00/100 Dollars (\$80,000,000.00) to One Hundred Eighty Million and 00/100 Dollars (\$180,000,000.00).

NOW, THEREFORE, in consideration of the premises and of the terms, covenants and conditions hereinafter contained to be kept and performed by the respective parties hereto, the parties do mutually agree that the Agreement is HEREBY AMENDED AS FOLLOWS:

**AMENDMENT**

**Amendment Section 1.** Section 4.1 “Not-to-Exceed Amount” under “Section 4.0 – Payment” is amended and restated as follows:

4.1 **Not-to-Exceed Amount.** For all Services rendered under this Contract, and all reimbursable costs allowed under the Contract incurred by Consultant pursuant to this Contract under all Task Orders, the total compensation to be paid to the Consultant, together with such amounts paid or payable by LAWA to other consultants under the terms of any Parallel Digital Experience and Information Technology Services Contracts, shall not exceed the total sum of One Hundred Eighty Million Dollars (\$180,000,000).

**Amendment Section 2.** Section 23.1 – “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” is amended as follows:

Section 23.1 Civil Rights – Standard Title VI Assurances and Nondiscrimination Provisions

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.

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, creed, sex, 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.

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.

23.2 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 **Exhibit G**, 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 Exhibit G:

- a. Title VI Solicitation Notice
- b. Title VI List of Pertinent Nondiscrimination Acts and Authorities
- c. Nondiscrimination Requirements/Title VI Clauses for Compliance

23.3 Audit of Subcontracts. LAWA may conduct a review of the Contractor’s compliance with this Section 23. 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.

23.4 Subcontractor Compliance. Contractor agrees that it shall insert the provisions found in Section 23, inclusive of Exhibit G 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.

**Effect of Amendment.** Except as specifically provided herein, this Amendment shall not in any manner alter, change, modify, or affect any of the rights, privileges, duties, or obligations of either of the parties hereto, under, or by reason of said Agreement, as amended.

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

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, City has caused this Amendment to be executed, by the Chief Executive Officer, and Contractor has caused the same to be executed by its duly authorized officers and its corporate seal to be hereunto affixed, all as of the day and year first hereinabove written. Each individual who executes this Agreement on behalf of a party represents that he/she/they is duly authorized to execute this Agreement and contractually bind the party, and is operating within the scope of his/her/their authority.

APPROVED AS TO FORM:  
Hydee Feldstein Soto, City Attorney

**CITY OF LOS ANGELES**  
By signing below, the signatories attest that they have no personal, financial, beneficial, or familial interest in this Contract.

Date: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Deputy City Attorney

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

ATTEST:

**ARUP US INC.**

By: Carolyn Poirier  
Signature (Secretary/Treasurer)

By: Gideon D'Arcangelo  
Signature (President/CEO)

CAROLYN POIRIER

GIDEON D'ARCANGELO

Print Name

Print Name

Chief Financial Officer

Principal-in-Charge

Print Title

Print 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 U.S.C. § 47123, 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 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) including amendments thereto;
  - 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 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
  - 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 U.S.C. § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
  - The Civil Rights Restoration Act of 1987 (P.L. 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 U.S.C. § 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;
  - 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.*).

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, creed, sex, 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, including amendments thereto.
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.
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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.
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**FIRST AMENDMENT TO MASTER SERVICE AGREEMENT (DA-5677)  
BETWEEN THE CITY OF LOS ANGELES AND BIRDI SYSTEMS, INC.  
FOR DIGITAL EXPERIENCE AND INFORMATION TECHNOLOGY SERVICES  
FOR THE DEPARTMENT OF AIRPORTS FOR THE CITY OF LOS ANGELES**

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**RECITALS**

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

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.

23.2 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 **Exhibit G**, 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 Exhibit G:

- a. Title VI Solicitation Notice
- b. Title VI List of Pertinent Nondiscrimination Acts and Authorities
- c. Nondiscrimination Requirements/Title VI Clauses for Compliance

23.3 Audit of Subcontracts. LAWA may conduct a review of the Contractor’s compliance with this Section 23. 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.

23.4 Subcontractor Compliance. Contractor agrees that it shall insert the provisions found in Section 23, inclusive of Exhibit G 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.

**Effect of Amendment.** Except as specifically provided herein, this Amendment shall not in any manner alter, change, modify, or affect any of the rights, privileges, duties, or obligations of either of the parties hereto, under, or by reason of said Agreement, as amended.

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

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, City has caused this Amendment to be executed, by the Chief Executive Officer, and Contractor has caused the same to be executed by its duly authorized officers and its corporate seal to be hereunto affixed, all as of the day and year first hereinabove written. Each individual who executes this Agreement on behalf of a party represents that he/she/they is duly authorized to execute this Agreement and contractually bind the party, and is operating within the scope of his/her/their authority.

APPROVED AS TO FORM:  
Hydee Feldstein Soto, City Attorney

**CITY OF LOS ANGELES**  
By signing below, the signatories attest that they have no personal, financial, beneficial, or familial interest in this Contract.

Date: \_\_\_\_\_

Date: \_\_\_\_\_


By: \_\_\_\_\_  
Deputy City Attorney

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

ATTEST:

**BIRDI SYSTEMS, INC.**

By:  \_\_\_\_\_  
Signature (Vice President)

By:  \_\_\_\_\_  
Signature (President/Secretary)

\_\_\_\_\_  
Garry Wood

\_\_\_\_\_  
Moninder Birdi

Print Name

Print Name

Vice President

President

Print Title

Print 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 U.S.C. § 47123, 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 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) including amendments thereto;
  - 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 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
  - 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 U.S.C. § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
  - The Civil Rights Restoration Act of 1987 (P.L. 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 U.S.C. § 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;
  - 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.*).

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, creed, sex, 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, including amendments thereto.
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.

**FIRST AMENDMENT TO MASTER SERVICE AGREEMENT (DA-5678)  
BETWEEN THE CITY OF LOS ANGELES AND BOSTON CONSULTING GROUP,  
INC. FOR DIGITAL EXPERIENCE AND INFORMATION TECHNOLOGY SERVICES  
FOR THE DEPARTMENT OF AIRPORTS FOR THE CITY OF LOS ANGELES**

This **FIRST AMENDMENT TO CONTRACT NUMBER DA-5678** (“Amendment”) is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2026 at Los Angeles, California by and between the **CITY OF LOS ANGELES**, a municipal corporation and charter city (the “City”), acting by order of and through its Board of Airport Commissioners (the "Board") of the Department of Airports (also known as Los Angeles World Airports or “Department” or “LAWA”) and **BOSTON CONSULTING GROUP, INC.** ("Consultant"). In this Amendment, LAWA/the City and Consultant may be referred to individually as “Party” and collectively as the “Parties.”

**RECITALS**

WHEREAS, City and Consultant entered into Los Angeles World Airports Contract Number DA-5678 (the “Contract”) under a Master Service Agreement for on-call task order based digital experience and information technology services on an as -needed basis; and

WHEREAS, the Parties now desire to enter into a First Amendment to increase the not-to-exceed amount of the Master Service Agreement from Eighty Million and 00/100 Dollars (\$80,000,000.00) to One Hundred Eighty Million and 00/100 Dollars (\$180,000,000.00).

NOW, THEREFORE, in consideration of the premises and of the terms, covenants and conditions hereinafter contained to be kept and performed by the respective parties hereto, the parties do mutually agree that the Agreement is HEREBY AMENDED AS FOLLOWS:

**AMENDMENT**

**Amendment Section 1.** Section 4.1 “Not-to-Exceed Amount” under “Section 4.0 – Payment” is amended and restated as follows:

4.1 **Not-to-Exceed Amount.** For all Services rendered under this Contract, and all reimbursable costs allowed under the Contract incurred by Consultant pursuant to this Contract under all Task Orders, the total compensation to be paid to the Consultant, together with such amounts paid or payable by LAWA to other consultants under the terms of any Parallel Digital Experience and Information Technology Services Contracts, shall not exceed the total sum of One Hundred Eighty Million Dollars (\$180,000,000).

**Amendment Section 2.** Section 23.1 – “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” is amended as follows:

Section 23.1 Civil Rights – Standard Title VI Assurances and Nondiscrimination Provisions

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.

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, creed, sex, 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.

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.

23.2 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 **Exhibit G**, 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 Exhibit G:

- a. Title VI Solicitation Notice
- b. Title VI List of Pertinent Nondiscrimination Acts and Authorities
- c. Nondiscrimination Requirements/Title VI Clauses for Compliance

23.3 Audit of Subcontracts. LAWA may conduct a review of the Contractor’s compliance with this Section 23. 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.

23.4 Subcontractor Compliance. Contractor agrees that it shall insert the provisions found in Section 23, inclusive of Exhibit G 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.

**Effect of Amendment.** Except as specifically provided herein, this Amendment shall not in any manner alter, change, modify, or affect any of the rights, privileges, duties, or obligations of either of the parties hereto, under, or by reason of said Agreement, as amended.

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

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, City has caused this Amendment to be executed, by the Chief Executive Officer, and Contractor has caused the same to be executed by its duly authorized officers and its corporate seal to be hereunto affixed, all as of the day and year first hereinabove written. Each individual who executes this Agreement on behalf of a party represents that he/she/they is duly authorized to execute this Agreement and contractually bind the party, and is operating within the scope of his/her/their authority.

APPROVED AS TO FORM:  
Hydee Feldstein Soto, City Attorney

**CITY OF LOS ANGELES**  
By signing below, the signatories attest that they have no personal, financial, beneficial, or familial interest in this Contract.

Date: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Deputy City Attorney

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

ATTEST:

**BOSTON CONSULTING GROUP, INC.**

By: Kayla Caron  
Signature (Secretary/Treasurer)

By: [Signature]  
Signature (Vice President)

Kayla Caron  
Print Name

Santiago Ferrer  
Print Name

Assistant Secretary  
Print Title

Managing Director and Vice President  
Print Title

[SEAL]



**THE BOSTON CONSULTING GROUP, INC.**

Assistant Secretary Certificate


May 27, 2026

I, Kayla Caron, Assistant Secretary of The Boston Consulting Group, Inc. (the "Corporation") a corporation duly organized and existing under the laws of the Commonwealth of Massachusetts, Registration No. 042432614 hereby certify:

That Santiago Ferrer is a duly elected Managing Director and Vice President of the Corporation and has the authority to bind the Corporation with respect to all matters, and it is within the scope of his authority to sign contracts, agreements and related documents and that no corporate resolution is required in connection with the execution of such documents.

IN WITNESS WHEREOF, I have hereunto set my hand in my capacity as Assistant Secretary of the Corporation as of the date first set forth above.



  
Name: Kayla Caron  
Title: Assistant Secretary

## CIVIL RIGHTS – TITLE VI ASSURANCES

**Civil Rights – Title VI Assurances.** In accordance with, and as amended or interpreted from time to time, 49 U.S.C. § 47123, 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 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) including amendments thereto;
  - 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 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
  - 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 U.S.C. § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
  - The Civil Rights Restoration Act of 1987 (P.L. 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 U.S.C. § 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;
  - 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.*).

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, creed, sex, 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, including amendments thereto.
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.

**FIRST AMENDMENT TO MASTER SERVICE AGREEMENT (DA-5679)  
BETWEEN THE CITY OF LOS ANGELES AND BURNS & MCDONNELL WESTERN  
ENTERPRISES, INC. FOR DIGITAL EXPERIENCE AND INFORMATION  
TECHNOLOGY SERVICES FOR THE DEPARTMENT OF AIRPORTS FOR THE CITY  
OF LOS ANGELES**

This **FIRST AMENDMENT TO CONTRACT NUMBER DA-5679** (“Amendment”) is made and entered into as of this \_\_\_ day of \_\_\_\_\_, 2026 at Los Angeles, California by and between the **CITY OF LOS ANGELES**, a municipal corporation and charter city (the “City”), acting by order of and through its Board of Airport Commissioners (the “Board”) of the Department of Airports (also known as Los Angeles World Airports or “Department” or “LAWA”) and **BURNS & MCDONNELL WESTERN ENTERPRISES, INC.** (“Consultant”). In this Amendment, LAWA/the City and Consultant may be referred to individually as “Party” and collectively as the “Parties.”

**RECITALS**

WHEREAS, City and Consultant entered into Los Angeles World Airports Contract Number DA-5679 (the “Contract”) under a Master Service Agreement for on-call task order based digital experience and information technology services on an as -needed basis; and

WHEREAS, the Parties now desire to enter into a First Amendment to increase the not-to-exceed amount of the Master Service Agreement from Eighty Million and 00/100 Dollars (\$80,000,000.00) to One Hundred Eighty Million and 00/100 Dollars (\$180,000,000.00).

NOW, THEREFORE, in consideration of the premises and of the terms, covenants and conditions hereinafter contained to be kept and performed by the respective parties hereto, the parties do mutually agree that the Agreement is HEREBY AMENDED AS FOLLOWS:

**AMENDMENT**

**Amendment Section 1.** Section 4.1 “Not-to-Exceed Amount” under “Section 4.0 – Payment” is amended and restated as follows:

4.1 **Not-to-Exceed Amount.** For all Services rendered under this Contract, and all reimbursable costs allowed under the Contract incurred by Consultant pursuant to this Contract under all Task Orders, the total compensation to be paid to the Consultant, together with such amounts paid or payable by LAWA to other consultants under the terms of any Parallel Digital Experience and Information Technology Services Contracts, shall not exceed the total sum of One Hundred Eighty Million Dollars (\$180,000,000).

**Amendment Section 2.** Section 23.1 – “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” is amended as follows:

Section 23.1 Civil Rights – Standard Title VI Assurances and Nondiscrimination

## Provisions

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.

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, creed, sex, 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.

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.

23.2 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 **Exhibit G**, 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 Exhibit G:

- a. Title VI Solicitation Notice
- b. Title VI List of Pertinent Nondiscrimination Acts and Authorities
- c. Nondiscrimination Requirements/Title VI Clauses for Compliance

23.3 Audit of Subcontracts. LAWA may conduct a review of the Contractor's compliance with this Section 23. 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.

23.4 Subcontractor Compliance. Contractor agrees that it shall insert the provisions found in Section 23, inclusive of Exhibit G 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.

**Effect of Amendment.** Except as specifically provided herein, this Amendment shall not in any manner alter, change, modify, or affect any of the rights, privileges, duties, or obligations of either of the parties hereto, under, or by reason of said Agreement, as amended.

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

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, City has caused this Amendment to be executed, by the Chief Executive Officer, and Contractor has caused the same to be executed by its duly authorized officers and its corporate seal to be hereunto affixed, all as of the day and year first hereinabove written. Each individual who executes this Agreement on behalf of a party represents that he/she/they is duly authorized to execute this Agreement and contractually bind the party, and is operating within the scope of his/her/their authority.

APPROVED AS TO FORM:  
Hydee Feldstein Soto, City Attorney

**CITY OF LOS ANGELES**  
By signing below, the signatories attest that they have no personal, financial, beneficial, or familial interest in this Contract.

Date: \_\_\_\_\_

Date: \_\_\_\_\_


By: \_\_\_\_\_  
Deputy City Attorney

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

ATTEST:

**BURNS & MCDONNELL WESTERN ENTERPRISES, INC.**

By: Elizabeth F. Hall  
Signature (Secretary/Treasurer)

By:   
Signature (President/CEO)

Elizabeth F. Hall

Pablo L. Lorenzo

Print Name

Print Name

Secretary  
Print Title

Vice President  
Print 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 U.S.C. § 47123, 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 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) including amendments thereto;
  - 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 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
  - 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 U.S.C. § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
  - The Civil Rights Restoration Act of 1987 (P.L. 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 U.S.C. § 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;
  - 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.*).

- 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, creed, sex, 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, including amendments thereto.
  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.

**FIRST AMENDMENT TO MASTER SERVICE AGREEMENT (DA-5680)  
BETWEEN THE CITY OF LOS ANGELES AND BURNS ENGINEERING FOR  
DIGITAL EXPERIENCE AND INFORMATION TECHNOLOGY SERVICES FOR THE  
DEPARTMENT OF AIRPORTS FOR THE CITY OF LOS ANGELES**

This **FIRST AMENDMENT TO CONTRACT NUMBER DA-5680** (“Amendment”) is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2026 at Los Angeles, California by and between the **CITY OF LOS ANGELES**, a municipal corporation and charter city (the “City”), acting by order of and through its Board of Airport Commissioners (the "Board") of the Department of Airports (also known as Los Angeles World Airports or “Department” or “LAWA”) and **BURNS ENGINEERING** ("Consultant"). In this Amendment, LAWA/the City and Consultant may be referred to individually as “Party” and collectively as the “Parties.”

**RECITALS**

WHEREAS, City and Consultant entered into Los Angeles World Airports Contract Number DA-5680 (the “Contract”) under a Master Service Agreement for on-call task order based digital experience and information technology services on an as -needed basis; and

WHEREAS, the Parties now desire to enter into a First Amendment to increase the not-to-exceed amount of the Master Service Agreement from Eighty Million and 00/100 Dollars (\$80,000,000.00) to One Hundred Eighty Million and 00/100 Dollars (\$180,000,000.00).

NOW, THEREFORE, in consideration of the premises and of the terms, covenants and conditions hereinafter contained to be kept and performed by the respective parties hereto, the parties do mutually agree that the Agreement is HEREBY AMENDED AS FOLLOWS:

**AMENDMENT**

**Amendment Section 1.** Section 4.1 “Not-to-Exceed Amount” under “Section 4.0 – Payment” is amended and restated as follows:

4.1 **Not-to-Exceed Amount.** For all Services rendered under this Contract, and all reimbursable costs allowed under the Contract incurred by Consultant pursuant to this Contract under all Task Orders, the total compensation to be paid to the Consultant, together with such amounts paid or payable by LAWA to other consultants under the terms of any Parallel Digital Experience and Information Technology Services Contracts, shall not exceed the total sum of One Hundred Eighty Million Dollars (\$180,000,000).

**Amendment Section 2.** Section 23.1 – “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” is amended as follows:

Section 23.1 Civil Rights – Standard Title VI Assurances and Nondiscrimination Provisions

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.

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, creed, sex, 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.

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.

23.2 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 **Exhibit G**, 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 Exhibit G:

- a. Title VI Solicitation Notice
- b. Title VI List of Pertinent Nondiscrimination Acts and Authorities
- c. Nondiscrimination Requirements/Title VI Clauses for Compliance

23.3 Audit of Subcontracts. LAWA may conduct a review of the Contractor’s compliance with this Section 23. 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.

23.4 Subcontractor Compliance. Contractor agrees that it shall insert the provisions found in Section 23, inclusive of Exhibit G 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.

**Effect of Amendment.** Except as specifically provided herein, this Amendment shall not in any manner alter, change, modify, or affect any of the rights, privileges, duties, or obligations of either of the parties hereto, under, or by reason of said Agreement, as amended.

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

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, City has caused this Amendment to be executed, by the Chief Executive Officer, and Contractor has caused the same to be executed by its duly authorized officers and its corporate seal to be hereunto affixed, all as of the day and year first hereinabove written. Each individual who executes this Agreement on behalf of a party represents that he/she/they is duly authorized to execute this Agreement and contractually bind the party, and is operating within the scope of his/her/their authority.

APPROVED AS TO FORM:  
Hydee Feldstein Soto, City Attorney

**CITY OF LOS ANGELES**  
By signing below, the signatories attest that they have no personal, financial, beneficial, or familial interest in this Contract.

Date: \_\_\_\_\_


Date: \_\_\_\_\_

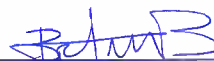
By: \_\_\_\_\_  
Deputy City Attorney

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

ATTEST:

**BURNS ENGINEERING**

By:   
Signature (Secretary/~~Treasurer~~)  
John E. Burns

By:   
Signature (Sr. Vice President)  
Brian Phillips

Print Name  
Secretary / C. O. O.  
Print Title

Print Name  
Sr. Vice President  
Print 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 U.S.C. § 47123, 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 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) including amendments thereto;
  - 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 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
  - 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 U.S.C. § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
  - The Civil Rights Restoration Act of 1987 (P.L. 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 U.S.C. § 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;
  - 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.*).

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, creed, sex, 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, including amendments thereto.
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.



**FIRST AMENDMENT TO MASTER SERVICE AGREEMENT (DA-5681)  
BETWEEN THE CITY OF LOS ANGELES AND FAITH GROUP LLC FOR DIGITAL  
EXPERIENCE AND INFORMATION TECHNOLOGY SERVICES FOR THE  
DEPARTMENT OF AIRPORTS FOR THE CITY OF LOS ANGELES**

This **FIRST AMENDMENT TO CONTRACT NUMBER DA-5681** (“Amendment”) is made and entered into as of this \_\_\_ day of \_\_\_\_\_, 2026 at Los Angeles, California by and between the **CITY OF LOS ANGELES**, a municipal corporation and charter city (the “City”), acting by order of and through its Board of Airport Commissioners (the "Board") of the Department of Airports (also known as Los Angeles World Airports or “Department” or “LAWA”) and **FAITH GROUP LLC** ("Consultant"). In this Amendment, LAWA/the City and Consultant may be referred to individually as “Party” and collectively as the “Parties.”

**RECITALS**

WHEREAS, City and Consultant entered into Los Angeles World Airports Contract Number DA-5681 (the “Contract”) under a Master Service Agreement for on-call task order based digital experience and information technology services on an as -needed basis; and

WHEREAS, the Parties now desire to enter into a First Amendment to increase the not-to-exceed amount of the Master Service Agreement from Eighty Million and 00/100 Dollars (\$80,000,000.00) to One Hundred Eighty Million and 00/100 Dollars (\$180,000,000.00).

NOW, THEREFORE, in consideration of the premises and of the terms, covenants and conditions hereinafter contained to be kept and performed by the respective parties hereto, the parties do mutually agree that the Agreement is HEREBY AMENDED AS FOLLOWS:

**AMENDMENT**

**Amendment Section 1.** Section 4.1 “Not-to-Exceed Amount” under “Section 4.0 – Payment” is amended and restated as follows:

4.1 **Not-to-Exceed Amount.** For all Services rendered under this Contract, and all reimbursable costs allowed under the Contract incurred by Consultant pursuant to this Contract under all Task Orders, the total compensation to be paid to the Consultant, together with such amounts paid or payable by LAWA to other consultants under the terms of any Parallel Digital Experience and Information Technology Services Contracts, shall not exceed the total sum of One Hundred Eighty Million Dollars (\$180,000,000).

**Amendment Section 2.** Section 23.1 – “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” is amended as follows:

Section 23.1 Civil Rights – Standard Title VI Assurances and Nondiscrimination Provisions

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.

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, creed, sex, 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.

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.

23.2 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 **Exhibit G**, 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 Exhibit G:

- a. Title VI Solicitation Notice
- b. Title VI List of Pertinent Nondiscrimination Acts and Authorities
- c. Nondiscrimination Requirements/Title VI Clauses for Compliance

23.3 Audit of Subcontracts. LAWA may conduct a review of the Contractor’s compliance with this Section 23. 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.

23.4 Subcontractor Compliance. Contractor agrees that it shall insert the provisions found in Section 23, inclusive of Exhibit G 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.

**Effect of Amendment.** Except as specifically provided herein, this Amendment shall not in any manner alter, change, modify, or affect any of the rights, privileges, duties, or obligations of either of the parties hereto, under, or by reason of said Agreement, as amended.

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

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, City has caused this Amendment to be executed, by the Chief Executive Officer, and Contractor has caused the same to be executed by its duly authorized officers and its corporate seal to be hereunto affixed, all as of the day and year first hereinabove written. Each individual who executes this Agreement on behalf of a party represents that he/she/they is duly authorized to execute this Agreement and contractually bind the party, and is operating within the scope of his/her/their authority.

APPROVED AS TO FORM:  
Hydee Feldstein Soto, City Attorney

**CITY OF LOS ANGELES**  
By signing below, the signatories attest that they have no personal, financial, beneficial, or familial interest in this Contract.

Date: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Deputy City Attorney

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

ATTEST:

**FAITH GROUP LLC**

DocuSigned by:  
*Mandy Nix*  
By: \_\_\_\_\_  
850F114A6D04494...  
Signature (Secretary/Treasurer)

DocuSigned by:  
*Faith Varwig*  
By: \_\_\_\_\_  
C52DF875083B454...  
Signature (President/CEO)

\_\_\_\_\_  
Mandy Nix

\_\_\_\_\_  
Faith Varwig

Print Name

Print Name

Director of Finance

Managing Principal

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

\_\_\_\_\_  
Print 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 U.S.C. § 47123, 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 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) including amendments thereto;
  - 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 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
  - 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 U.S.C. § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
  - The Civil Rights Restoration Act of 1987 (P.L. 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 U.S.C. § 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;
  - 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.*).

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, creed, sex, 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, including amendments thereto.
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.

# Draft

## **FIRST AMENDMENT TO MASTER SERVICE AGREEMENT (DA-5682) BETWEEN THE CITY OF LOS ANGELES AND HCL AMERICA FOR DIGITAL EXPERIENCE AND INFORMATION TECHNOLOGY SERVICES FOR THE DEPARTMENT OF AIRPORTS FOR THE CITY OF LOS ANGELES**

This **FIRST AMENDMENT TO CONTRACT NUMBER DA-5682** (“Amendment”) is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2026 at Los Angeles, California by and between the **CITY OF LOS ANGELES**, a municipal corporation and charter city (the “City”), acting by order of and through its Board of Airport Commissioners (the "Board") of the Department of Airports (also known as Los Angeles World Airports or “Department” or “LAWA”) and **HCL AMERICA** ("Consultant"). In this Amendment, LAWA/the City and Consultant may be referred to individually as “Party” and collectively as the “Parties.”

### **RECITALS**

WHEREAS, City and Consultant entered into Los Angeles World Airports Contract Number DA-5682 (the “Contract”) under a Master Service Agreement for on-call task order based digital experience and information technology services on an as -needed basis; and

WHEREAS, the Parties now desire to enter into a First Amendment to increase the not-to-exceed amount of the Master Service Agreement from Eighty Million and 00/100 Dollars (\$80,000,000.00) to One Hundred Eighty Million and 00/100 Dollars (\$180,000,000.00).

NOW, THEREFORE, in consideration of the premises and of the terms, covenants and conditions hereinafter contained to be kept and performed by the respective parties hereto, the parties do mutually agree that the Agreement is HEREBY AMENDED AS FOLLOWS:

### **AMENDMENT**

**Amendment Section 1.** Section 4.1 “Not-to-Exceed Amount” under “Section 4.0 – Payment” is amended and restated as follows:

4.1 **Not-to-Exceed Amount.** For all Services rendered under this Contract, and all reimbursable costs allowed under the Contract incurred by Consultant pursuant to this Contract under all Task Orders, the total compensation to be paid to the Consultant, together with such amounts paid or payable by LAWA to other consultants under the terms of any Parallel Digital Experience and Information Technology Services Contracts, shall not exceed the total sum of One Hundred Eighty Million Dollars (\$180,000,000).

**Amendment Section 2.** Section 23.1 – “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” is amended as follows:

Section 23.1 Civil Rights – Standard Title VI Assurances and Nondiscrimination Provisions

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.

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, creed, sex, 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.

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.

23.2 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 **Exhibit G**, 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 Exhibit G:

- a. Title VI Solicitation Notice
- b. Title VI List of Pertinent Nondiscrimination Acts and Authorities
- c. Nondiscrimination Requirements/Title VI Clauses for Compliance

23.3 Audit of Subcontracts. LAWA may conduct a review of the Contractor’s compliance with this Section 23. 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.

23.4 Subcontractor Compliance. Contractor agrees that it shall insert the provisions found in Section 23, inclusive of Exhibit G 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.

**Effect of Amendment.** Except as specifically provided herein, this Amendment shall not in any manner alter, change, modify, or affect any of the rights, privileges, duties, or obligations of either of the parties hereto, under, or by reason of said Agreement, as amended.

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

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, City has caused this Amendment to be executed, by the Chief Executive Officer, and Contractor has caused the same to be executed by its duly authorized officers and its corporate seal to be hereunto affixed, all as of the day and year first hereinabove written. Each individual who executes this Agreement on behalf of a party represents that he/she/they is duly authorized to execute this Agreement and contractually bind the party, and is operating within the scope of his/her/their authority.

APPROVED AS TO FORM:  
Hydee Feldstein Soto, City Attorney

**CITY OF LOS ANGELES**  
By signing below, the signatories attest that they have no personal, financial, beneficial, or familial interest in this Contract.

Date: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Deputy City Attorney

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

ATTEST:

**HCL AMERICA**

By: \_\_\_\_\_  
Signature (Secretary/Treasurer)

By: \_\_\_\_\_  
Signature (President/CEO)

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

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

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

\_\_\_\_\_  
Print 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 U.S.C. § 47123, 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 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) including amendments thereto;
  - 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 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
  - 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 U.S.C. § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
  - The Civil Rights Restoration Act of 1987 (P.L. 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 U.S.C. § 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;
  - 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.*).

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, creed, sex, 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, including amendments thereto.
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.

**FIRST AMENDMENT TO MASTER SERVICE AGREEMENT (DA-5683)  
BETWEEN THE CITY OF LOS ANGELES AND IDM GROUPS LLC FOR DIGITAL  
EXPERIENCE AND INFORMATION TECHNOLOGY SERVICES FOR THE  
DEPARTMENT OF AIRPORTS FOR THE CITY OF LOS ANGELES**

This **FIRST AMENDMENT TO CONTRACT NUMBER DA-5683** (“Amendment”) is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2026 at Los Angeles, California by and between the **CITY OF LOS ANGELES**, a municipal corporation and charter city (the “City”), acting by order of and through its Board of Airport Commissioners (the "Board") of the Department of Airports (also known as Los Angeles World Airports or “Department” or “LAWA”) and **IDM GROUPS LLC** ("Consultant"). In this Amendment, LAWA/the City and Consultant may be referred to individually as “Party” and collectively as the “Parties.”

**RECITALS**

WHEREAS, City and Consultant entered into Los Angeles World Airports Contract Number DA-5683 (the “Contract”) under a Master Service Agreement for on-call task order based digital experience and information technology services on an as -needed basis; and

WHEREAS, the Parties now desire to enter into a First Amendment to increase the not-to-exceed amount of the Master Service Agreement from Eighty Million and 00/100 Dollars (\$80,000,000.00) to One Hundred Eighty Million and 00/100 Dollars (\$180,000,000.00).

NOW, THEREFORE, in consideration of the premises and of the terms, covenants and conditions hereinafter contained to be kept and performed by the respective parties hereto, the parties do mutually agree that the Agreement is HEREBY AMENDED AS FOLLOWS:

**AMENDMENT**

**Amendment Section 1.** Section 4.1 “Not-to-Exceed Amount” under “Section 4.0 – Payment” is amended and restated as follows:

4.1 **Not-to-Exceed Amount.** For all Services rendered under this Contract, and all reimbursable costs allowed under the Contract incurred by Consultant pursuant to this Contract under all Task Orders, the total compensation to be paid to the Consultant, together with such amounts paid or payable by LAWA to other consultants under the terms of any Parallel Digital Experience and Information Technology Services Contracts, shall not exceed the total sum of One Hundred Eighty Million Dollars (\$180,000,000).

**Amendment Section 2.** Section 23.1 – “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” is amended as follows:

Section 23.1 Civil Rights – Standard Title VI Assurances and Nondiscrimination Provisions

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.

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, creed, sex, 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.

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.

23.2 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 **Exhibit G**, 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 Exhibit G:

- a. Title VI Solicitation Notice
- b. Title VI List of Pertinent Nondiscrimination Acts and Authorities
- c. Nondiscrimination Requirements/Title VI Clauses for Compliance

23.3 Audit of Subcontracts. LAWA may conduct a review of the Contractor’s compliance with this Section 23. 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.

23.4 Subcontractor Compliance. Contractor agrees that it shall insert the provisions found in Section 23, inclusive of Exhibit G 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.

**Effect of Amendment.** Except as specifically provided herein, this Amendment shall not in any manner alter, change, modify, or affect any of the rights, privileges, duties, or obligations of either of the parties hereto, under, or by reason of said Agreement, as amended.

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

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, City has caused this Amendment to be executed, by the Chief Executive Officer, and Contractor has caused the same to be executed by its duly authorized officers and its corporate seal to be hereunto affixed, all as of the day and year first hereinabove written. Each individual who executes this Agreement on behalf of a party represents that he/she/they is duly authorized to execute this Agreement and contractually bind the party, and is operating within the scope of his/her/their authority.

APPROVED AS TO FORM:  
Hydee Feldstein Soto, City Attorney

**CITY OF LOS ANGELES**  
By signing below, the signatories attest that they have no personal, financial, beneficial, or familial interest in this Contract.

Date: \_\_\_\_\_

Date: \_\_\_\_\_


By: \_\_\_\_\_  
Deputy City Attorney

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

ATTEST:

**IDM GROUPS LLC**

By:   
Signature (Secretary/Treasurer)

By:   
Signature (President/CEO)

Lerrick Moses

JOSEF CHARIBIAN

Print Name  
President  
Print Title

Print Name  
CTO  
Print 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 U.S.C. § 47123, 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 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) including amendments thereto;
  - 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 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
  - 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 U.S.C. § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
  - The Civil Rights Restoration Act of 1987 (P.L. 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 U.S.C. § 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;
  - 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.*).

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, creed, sex, 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, including amendments thereto.
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.

**FIRST AMENDMENT TO MASTER SERVICE AGREEMENT (DA-5684)  
BETWEEN THE CITY OF LOS ANGELES AND KPMG LLP FOR DIGITAL  
EXPERIENCE AND INFORMATION TECHNOLOGY SERVICES FOR THE  
DEPARTMENT OF AIRPORTS FOR THE CITY OF LOS ANGELES**

This **FIRST AMENDMENT TO CONTRACT NUMBER DA-5684** (“Amendment”) is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2026 at Los Angeles, California by and between the **CITY OF LOS ANGELES**, a municipal corporation and charter city (the “City”), acting by order of and through its Board of Airport Commissioners (the "Board") of the Department of Airports (also known as Los Angeles World Airports or “Department” or “LAWA”) and **KPMG LLP** ("Consultant"). In this Amendment, LAWA/the City and Consultant may be referred to individually as “Party” and collectively as the “Parties.”

**RECITALS**

WHEREAS, City and Consultant entered into Los Angeles World Airports Contract Number DA-5684 (the “Contract”) under a Master Service Agreement for on-call task order based digital experience and information technology services on an as -needed basis; and

WHEREAS, the Parties now desire to enter into a First Amendment to increase the not-to-exceed amount of the Master Service Agreement from Eighty Million and 00/100 Dollars (\$80,000,000.00) to One Hundred Eighty Million and 00/100 Dollars (\$180,000,000.00).

NOW, THEREFORE, in consideration of the premises and of the terms, covenants and conditions hereinafter contained to be kept and performed by the respective parties hereto, the parties do mutually agree that the Agreement is HEREBY AMENDED AS FOLLOWS:

**AMENDMENT**

**Amendment Section 1.** Section 4.1 “Not-to-Exceed Amount” under “Section 4.0 – Payment” is amended and restated as follows:

4.1 **Not-to-Exceed Amount.** For all Services rendered under this Contract, and all reimbursable costs allowed under the Contract incurred by Consultant pursuant to this Contract under all Task Orders, the total compensation to be paid to the Consultant, together with such amounts paid or payable by LAWA to other consultants under the terms of any Parallel Digital Experience and Information Technology Services Contracts, shall not exceed the total sum of One Hundred Eighty Million Dollars (\$180,000,000).

**Amendment Section 2.** Section 23.1 – “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” is amended as follows:

Section 23.1 Civil Rights – Standard Title VI Assurances and Nondiscrimination Provisions

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.

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, creed, sex, 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.

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.

23.2 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 **Exhibit G**, 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 Exhibit G:

- a. Title VI Solicitation Notice
- b. Title VI List of Pertinent Nondiscrimination Acts and Authorities
- c. Nondiscrimination Requirements/Title VI Clauses for Compliance

23.3 Audit of Subcontracts. LAWA may conduct a review of the Contractor’s compliance with this Section 23. 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.

23.4 Subcontractor Compliance. Contractor agrees that it shall insert the provisions found in Section 23, inclusive of Exhibit G 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.

**Effect of Amendment.** Except as specifically provided herein, this Amendment shall not in any manner alter, change, modify, or affect any of the rights, privileges, duties, or obligations of either of the parties hereto, under, or by reason of said Agreement, as amended.

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

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, City has caused this Amendment to be executed, by the Chief Executive Officer, and Contractor has caused the same to be executed by its duly authorized officers and its corporate seal to be hereunto affixed, all as of the day and year first hereinabove written. Each individual who executes this Agreement on behalf of a party represents that he/she/they is duly authorized to execute this Agreement and contractually bind the party, and is operating within the scope of his/her/their authority.

APPROVED AS TO FORM:  
Hydee Feldstein Soto, City Attorney

**CITY OF LOS ANGELES**  
By signing below, the signatories attest that they have no personal, financial, beneficial, or familial interest in this Contract.

Date: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Deputy City Attorney

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

ATTEST:

**KPMG LLP**

By: Bindiya Khurana  
Signature (Principal)

By: Stuart R Cullum  
Signature (Principal)

Bindiya Khurana

Stuart R Cullum

Print Name

Print Name

Principal

Principal

Print Title

Print 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 U.S.C. § 47123, 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 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) including amendments thereto;
  - 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 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
  - 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 U.S.C. § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
  - The Civil Rights Restoration Act of 1987 (P.L. 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 U.S.C. § 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;
  - 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.*).

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, creed, sex, 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, including amendments thereto.
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.

**FIRST AMENDMENT TO MASTER SERVICE AGREEMENT (DA-5685)  
BETWEEN THE CITY OF LOS ANGELES AND M. ARTHUR GENSLER JR &  
ASSOCIATES, INC. FOR DIGITAL EXPERIENCE AND INFORMATION  
TECHNOLOGY SERVICES FOR THE DEPARTMENT OF AIRPORTS FOR THE CITY  
OF LOS ANGELES**

This **FIRST AMENDMENT TO CONTRACT NUMBER DA-5685** (“Amendment”) is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2026 at Los Angeles, California by and between the **CITY OF LOS ANGELES**, a municipal corporation and charter city (the “City”), acting by order of and through its Board of Airport Commissioners (the "Board") of the Department of Airports (also known as Los Angeles World Airports or “Department” or “LAWA”) and **M. ARTHUR GENSLER JR & ASSOCIATES, INC.** ("Consultant"). In this Amendment, LAWA/the City and Consultant may be referred to individually as “Party” and collectively as the “Parties.”

**RECITALS**

WHEREAS, City and Consultant entered into Los Angeles World Airports Contract Number DA-5685 (the “Contract”) under a Master Service Agreement for on-call task order based digital experience and information technology services on an as -needed basis; and

WHEREAS, the Parties now desire to enter into a First Amendment to increase the not-to-exceed amount of the Master Service Agreement from Eighty Million and 00/100 Dollars (\$80,000,000.00) to One Hundred Eighty Million and 00/100 Dollars (\$180,000,000.00).

NOW, THEREFORE, in consideration of the premises and of the terms, covenants and conditions hereinafter contained to be kept and performed by the respective parties hereto, the parties do mutually agree that the Agreement is HEREBY AMENDED AS FOLLOWS:

**AMENDMENT**

**Amendment Section 1.** Section 4.1 “Not-to-Exceed Amount” under “Section 4.0 – Payment” is amended and restated as follows:

4.1 **Not-to-Exceed Amount.** For all Services rendered under this Contract, and all reimbursable costs allowed under the Contract incurred by Consultant pursuant to this Contract under all Task Orders, the total compensation to be paid to the Consultant, together with such amounts paid or payable by LAWA to other consultants under the terms of any Parallel Digital Experience and Information Technology Services Contracts, shall not exceed the total sum of One Hundred Eighty Million Dollars (\$180,000,000).

**Amendment Section 2.** Section 23.1 – “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” is amended as follows:

Section 23.1 Civil Rights – Standard Title VI Assurances and Nondiscrimination

## Provisions

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.

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, creed, sex, 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.

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.

23.2 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 **Exhibit G**, 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 Exhibit G:

- a. Title VI Solicitation Notice
- b. Title VI List of Pertinent Nondiscrimination Acts and Authorities
- c. Nondiscrimination Requirements/Title VI Clauses for Compliance

23.3 Audit of Subcontracts. LAWA may conduct a review of the Contractor's compliance with this Section 23. 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.

23.4 Subcontractor Compliance. Contractor agrees that it shall insert the provisions found in Section 23, inclusive of Exhibit G 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.

**Effect of Amendment.** Except as specifically provided herein, this Amendment shall not in any manner alter, change, modify, or affect any of the rights, privileges, duties, or obligations of either of the parties hereto, under, or by reason of said Agreement, as amended.

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

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, City has caused this Amendment to be executed, by the Chief Executive Officer, and Contractor has caused the same to be executed by its duly authorized officers and its corporate seal to be hereunto affixed, all as of the day and year first hereinabove written. Each individual who executes this Agreement on behalf of a party represents that he/she/they is duly authorized to execute this Agreement and contractually bind the party, and is operating within the scope of his/her/their authority.

APPROVED AS TO FORM:  
Hydee Feldstein Soto, City Attorney

**CITY OF LOS ANGELES**  
By signing below, the signatories attest that they have no personal, financial, beneficial, or familial interest in this Contract.

Date: \_\_\_\_\_


Date: \_\_\_\_\_

By: \_\_\_\_\_  
Deputy City Attorney

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

ATTEST:

**M. ARTHUR GENSLER JR & ASSOCIATES, INC.**

By:   
Signature (Chief Financial Officer)

By:   
Signature (Global Co-Chair)

Gregory Richart

Andrew P. Cohen

Print Name

Print Name

Chief Financial Officer

Global Co-Chair

Print Title

Print 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 U.S.C. § 47123, 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 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) including amendments thereto;
  - 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 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
  - 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 U.S.C. § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
  - The Civil Rights Restoration Act of 1987 (P.L. 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 U.S.C. § 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;
  - 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.*).

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, creed, sex, 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, including amendments thereto.
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.

**FIRST AMENDMENT TO MASTER SERVICE AGREEMENT (DA-5686)  
BETWEEN THE CITY OF LOS ANGELES AND THE NORTH HIGHLAND COMPANY,  
LLC FOR DIGITAL EXPERIENCE AND INFORMATION TECHNOLOGY SERVICES  
FOR THE DEPARTMENT OF AIRPORTS FOR THE CITY OF LOS ANGELES**

This **FIRST AMENDMENT TO CONTRACT NUMBER DA-5686** ("Amendment") is made and entered into as of this \_\_\_ day of \_\_\_\_\_, 2026 at Los Angeles, California by and between the **CITY OF LOS ANGELES**, a municipal corporation and charter city (the "City"), acting by order of and through its Board of Airport Commissioners (the "Board") of the Department of Airports (also known as Los Angeles World Airports or "Department" or "LAWA") and **THE NORTH HIGHLAND COMPANY, LLC** ("Consultant"). In this Amendment, LAWA/the City and Consultant may be referred to individually as "Party" and collectively as the "Parties."

**RECITALS**

WHEREAS, City and Consultant entered into Los Angeles World Airports Contract Number DA-5686 (the "Contract") under a Master Service Agreement for on-call task order based digital experience and information technology services on an as -needed basis; and

WHEREAS, the Parties now desire to enter into a First Amendment to increase the not-to-exceed amount of the Master Service Agreement from Eighty Million and 00/100 Dollars (\$80,000,000.00) to One Hundred Eighty Million and 00/100 Dollars (\$180,000,000.00).

NOW, THEREFORE, in consideration of the premises and of the terms, covenants and conditions hereinafter contained to be kept and performed by the respective parties hereto, the parties do mutually agree that the Agreement is **HEREBY AMENDED AS FOLLOWS**:

**AMENDMENT**

**Amendment Section 1.** Section 4.1 "Not-to-Exceed Amount" under "Section 4.0 – Payment" is amended and restated as follows:

**4.1 Not-to-Exceed Amount.** For all Services rendered under this Contract, and all reimbursable costs allowed under the Contract incurred by Consultant pursuant to this Contract under all Task Orders, the total compensation to be paid to the Consultant, together with such amounts paid or payable by LAWA to other consultants under the terms of any Parallel Digital Experience and Information Technology Services Contracts, shall not exceed the total sum of One Hundred Eighty Million Dollars (\$180,000,000).

**Amendment Section 2.** Section 23.1 – "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" is amended as follows:

Section 23.1 Civil Rights – Standard Title VI Assurances and Nondiscrimination Provisions

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.

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, creed, sex, 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.

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.

23.2 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 **Exhibit G**, 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 Exhibit G:

- a. Title VI Solicitation Notice
- b. Title VI List of Pertinent Nondiscrimination Acts and Authorities
- c. Nondiscrimination Requirements/Title VI Clauses for Compliance

23.3 Audit of Subcontracts. LAWA may conduct a review of the Contractor's compliance with this Section 23. 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.

23.4 Subcontractor Compliance. Contractor agrees that it shall insert the provisions found in Section 23, inclusive of Exhibit G 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.

**Effect of Amendment.** Except as specifically provided herein, this Amendment shall not in any manner alter, change, modify, or affect any of the rights, privileges, duties, or obligations of either of the parties hereto, under, or by reason of said Agreement, as amended.

**Execution.** This Amendment and any other document necessary for the consummation of

the transaction contemplated by this Amendment 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 Amendment, 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 Amendment 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 Amendment had been delivered that had been signed using a handwritten signature. All parties to this Amendment (i) agree that an electronic signature, whether digital or encrypted, of a party to this Amendment 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 based Amendment on the foregoing forms of signature. If this Amendment 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.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, City has caused this Amendment to be executed, by the Chief Executive Officer, and Contractor has caused the same to be executed by its duly authorized officers and its corporate seal to be hereunto affixed, all as of the day and year first hereinabove written. Each individual who executes this Agreement on behalf of a party represents that he/she/they is duly authorized to execute this Agreement and contractually bind the party, and is operating within the scope of his/her/their authority.

APPROVED AS TO FORM:  
Hydee Feldstein Soto, City Attorney

**CITY OF LOS ANGELES**  
By signing below, the signatories attest that they have no personal, financial, beneficial, or familial interest in this Contract.

Date: \_\_\_\_\_

Date: \_\_\_\_\_

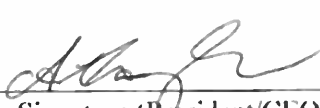
By: \_\_\_\_\_  
Deputy City Attorney

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

ATTEST:

**THE NORTH HIGHLAND COMPANY,  
LLC**

By:   
Signature (Secretary/Treasurer)

By:   
Signature (President/CEO)

MATT MILLER

ANTHONY SHAW

Print Name

Print Name

CFO

GLOBAL CEO

Print Title

Print 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 U.S.C. § 47123, 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 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) including amendments thereto;
  - 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 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
  - 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 U.S.C. § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
  - The Civil Rights Restoration Act of 1987 (P.L. 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 U.S.C. § 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;
  - 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.*).

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, creed, sex, 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, including amendments thereto.
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.

**FIRST AMENDMENT TO MASTER SERVICE AGREEMENT (DA-5687)  
BETWEEN THE CITY OF LOS ANGELES AND PARSONS TRANSPORTATION  
GROUP, INC. FOR DIGITAL EXPERIENCE AND INFORMATION TECHNOLOGY  
SERVICES FOR THE DEPARTMENT OF AIRPORTS FOR THE CITY OF LOS  
ANGELES**

This **FIRST AMENDMENT TO CONTRACT NUMBER DA-5687** (“Amendment”) is made and entered into as of this \_\_\_ day of \_\_\_\_\_, 2026 at Los Angeles, California by and between the **CITY OF LOS ANGELES**, a municipal corporation and charter city (the “City”), acting by order of and through its Board of Airport Commissioners (the “Board”) of the Department of Airports (also known as Los Angeles World Airports or “Department” or “LAWA”) and **PARSONS TRANSPORTATION GROUP, INC.** (“Consultant”). In this Amendment, LAWA/the City and Consultant may be referred to individually as “Party” and collectively as the “Parties.”

**RECITALS**

WHEREAS, City and Consultant entered into Los Angeles World Airports Contract Number DA-5687 (the “Contract”) under a Master Service Agreement for on-call task order based digital experience and information technology services on an as -needed basis; and

WHEREAS, the Parties now desire to enter into a First Amendment to increase the not-to-exceed amount of the Master Service Agreement from Eighty Million and 00/100 Dollars (\$80,000,000.00) to One Hundred Eighty Million and 00/100 Dollars (\$180,000,000.00).

NOW, THEREFORE, in consideration of the premises and of the terms, covenants and conditions hereinafter contained to be kept and performed by the respective parties hereto, the parties do mutually agree that the Agreement is **HEREBY AMENDED AS FOLLOWS:**

**AMENDMENT**

**Amendment Section 1.** Section 4.1 “Not-to-Exceed Amount” under “Section 4.0 – Payment” is amended and restated as follows:

**4.1 Not-to-Exceed Amount.** For all Services rendered under this Contract, and all reimbursable costs allowed under the Contract incurred by Consultant pursuant to this Contract under all Task Orders, the total compensation to be paid to the Consultant, together with such amounts paid or payable by LAWA to other consultants under the terms of any Parallel Digital Experience and Information Technology Services Contracts, shall not exceed the total sum of One Hundred Eighty Million Dollars (\$180,000,000).

**Amendment Section 2.** Section 23.1 – “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” is amended as follows:

Section 23.1 Civil Rights – Standard Title VI Assurances and Nondiscrimination

## Provisions

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.

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, creed, sex, 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.

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.

23.2 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 **Exhibit G**, 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 Exhibit G:

- a. Title VI Solicitation Notice
- b. Title VI List of Pertinent Nondiscrimination Acts and Authorities
- c. Nondiscrimination Requirements/Title VI Clauses for Compliance

23.3 Audit of Subcontracts. LAWA may conduct a review of the Contractor's compliance with this Section 23. 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.

23.4 Subcontractor Compliance. Contractor agrees that it shall insert the provisions found in Section 23, inclusive of Exhibit G 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.

**Effect of Amendment.** Except as specifically provided herein, this Amendment shall not in any manner alter, change, modify, or affect any of the rights, privileges, duties, or obligations of either of the parties hereto, under, or by reason of said Agreement, as amended.

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

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, City has caused this Amendment to be executed, by the Chief Executive Officer, and Contractor has caused the same to be executed by its duly authorized officers and its corporate seal to be hereunto affixed, all as of the day and year first hereinabove written. Each individual who executes this Agreement on behalf of a party represents that he/she/they is duly authorized to execute this Agreement and contractually bind the party, and is operating within the scope of his/her/their authority.

APPROVED AS TO FORM:  
Hydee Feldstein Soto, City Attorney

**CITY OF LOS ANGELES**  
By signing below, the signatories attest that they have no personal, financial, beneficial, or familial interest in this Contract.

Date: \_\_\_\_\_

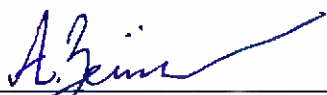
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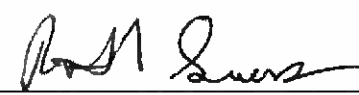
By: \_\_\_\_\_  
Deputy City Attorney

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

ATTEST:

**PARSONS TRANSPORTATION GROUP,  
INC.**

By:   
Signature (Secretary/Treasurer)  
Abdullah Zeini

By:   
Signature (President/CEO)  
Robert Sves

Print Name  
SVP, Assistant Secretary  
Print Title

Print Name  
Senior Vice President  
Print 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 U.S.C. § 47123, 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 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) including amendments thereto;
  - 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 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
  - 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 U.S.C. § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
  - The Civil Rights Restoration Act of 1987 (P.L. 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 U.S.C. § 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;
  - 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.*).

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, creed, sex, 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, including amendments thereto.
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.

**FIRST AMENDMENT TO MASTER SERVICE AGREEMENT (DA-5688)  
BETWEEN THE CITY OF LOS ANGELES AND SCIENCE SYSTEMS AND  
APPLICATIONS, INC. FOR DIGITAL EXPERIENCE AND INFORMATION  
TECHNOLOGY SERVICES FOR THE DEPARTMENT OF AIRPORTS FOR THE CITY  
OF LOS ANGELES**

This **FIRST AMENDMENT TO CONTRACT NUMBER DA-5688** (“Amendment”) is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2026 at Los Angeles, California by and between the **CITY OF LOS ANGELES**, a municipal corporation and charter city (the “City”), acting by order of and through its Board of Airport Commissioners (the "Board") of the Department of Airports (also known as Los Angeles World Airports or “Department” or “LAWA”) and **SCIENCE SYSTEMS AND APPLICATIONS, INC.** ("Consultant"). In this Amendment, LAWA/the City and Consultant may be referred to individually as “Party” and collectively as the “Parties.”

**RECITALS**

WHEREAS, City and Consultant entered into Los Angeles World Airports Contract Number DA-5688 (the “Contract”) under a Master Service Agreement for on-call task order based digital experience and information technology services on an as -needed basis; and

WHEREAS, the Parties now desire to enter into a First Amendment to increase the not-to-exceed amount of the Master Service Agreement from Eighty Million and 00/100 Dollars (\$80,000,000.00) to One Hundred Eighty Million and 00/100 Dollars (\$180,000,000.00).

NOW, THEREFORE, in consideration of the premises and of the terms, covenants and conditions hereinafter contained to be kept and performed by the respective parties hereto, the parties do mutually agree that the Agreement is HEREBY AMENDED AS FOLLOWS:

**AMENDMENT**

**Amendment Section 1.** Section 4.1 “Not-to-Exceed Amount” under “Section 4.0 – Payment” is amended and restated as follows:

4.1 **Not-to-Exceed Amount.** For all Services rendered under this Contract, and all reimbursable costs allowed under the Contract incurred by Consultant pursuant to this Contract under all Task Orders, the total compensation to be paid to the Consultant, together with such amounts paid or payable by LAWA to other consultants under the terms of any Parallel Digital Experience and Information Technology Services Contracts, shall not exceed the total sum of One Hundred Eighty Million Dollars (\$180,000,000).

**Amendment Section 2.** Section 23.1 – “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” is amended as follows:

Section 23.1 Civil Rights – Standard Title VI Assurances and Nondiscrimination

## Provisions

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.

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, creed, sex, 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.

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.

23.2 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 **Exhibit G**, 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 Exhibit G:

- a. Title VI Solicitation Notice
- b. Title VI List of Pertinent Nondiscrimination Acts and Authorities
- c. Nondiscrimination Requirements/Title VI Clauses for Compliance

23.3 Audit of Subcontracts. LAWA may conduct a review of the Contractor's compliance with this Section 23. 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.

23.4 Subcontractor Compliance. Contractor agrees that it shall insert the provisions found in Section 23, inclusive of Exhibit G 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.

**Effect of Amendment.** Except as specifically provided herein, this Amendment shall not in any manner alter, change, modify, or affect any of the rights, privileges, duties, or obligations of either of the parties hereto, under, or by reason of said Agreement, as amended.

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

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, City has caused this Amendment to be executed, by the Chief Executive Officer, and Contractor has caused the same to be executed by its duly authorized officers and its corporate seal to be hereunto affixed, all as of the day and year first hereinabove written. Each individual who executes this Agreement on behalf of a party represents that he/she/they is duly authorized to execute this Agreement and contractually bind the party, and is operating within the scope of his/her/their authority.

APPROVED AS TO FORM:  
Hydee Feldstein Soto, City Attorney

**CITY OF LOS ANGELES**  
By signing below, the signatories attest that they have no personal, financial, beneficial, or familial interest in this Contract.

Date: \_\_\_\_\_


Date: \_\_\_\_\_


By: \_\_\_\_\_  
Deputy City Attorney

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

ATTEST:

**SCIENCE SYSTEMS AND APPLICATIONS, INC.**

By:  \_\_\_\_\_  
**box** SIGN 178KLV98-4Y3PPL3Q  
Signature (Secretary/Treasurer)

By:  \_\_\_\_\_  
**box** SIGN 178KLV98-4Y3PPL3Q  
Signature (President/CEO)

\_\_\_\_\_  
Shilpa Bahethi

\_\_\_\_\_  
Shilpa Bahethi

Print Name

Print Name

\_\_\_\_\_  
Treasurer/CEO

\_\_\_\_\_  
Treasurer/CEO

Print Title

Print 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 U.S.C. § 47123, 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 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) including amendments thereto;
  - 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 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
  - 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 U.S.C. § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
  - The Civil Rights Restoration Act of 1987 (P.L. 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 U.S.C. § 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;
  - 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.*).

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, creed, sex, 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, including amendments thereto.
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.

**FIRST AMENDMENT TO MASTER SERVICE AGREEMENT (DA-5689)  
BETWEEN THE CITY OF LOS ANGELES AND SDI PRESENCE LLC FOR DIGITAL  
EXPERIENCE AND INFORMATION TECHNOLOGY SERVICES FOR THE  
DEPARTMENT OF AIRPORTS FOR THE CITY OF LOS ANGELES**

This **FIRST AMENDMENT TO CONTRACT NUMBER DA-5689** (“Amendment”) is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2026 at Los Angeles, California by and between the **CITY OF LOS ANGELES**, a municipal corporation and charter city (the “City”), acting by order of and through its Board of Airport Commissioners (the "Board") of the Department of Airports (also known as Los Angeles World Airports or “Department” or “LAWA”) and **SDI PRESENCE LLC** ("Consultant"). In this Amendment, LAWA/the City and Consultant may be referred to individually as “Party” and collectively as the “Parties.”

**RECITALS**

WHEREAS, City and Consultant entered into Los Angeles World Airports Contract Number DA-5689 (the “Contract”) under a Master Service Agreement for on-call task order based digital experience and information technology services on an as -needed basis; and

WHEREAS, the Parties now desire to enter into a First Amendment to increase the not-to-exceed amount of the Master Service Agreement from Eighty Million and 00/100 Dollars (\$80,000,000.00) to One Hundred Eighty Million and 00/100 Dollars (\$180,000,000.00).

NOW, THEREFORE, in consideration of the premises and of the terms, covenants and conditions hereinafter contained to be kept and performed by the respective parties hereto, the parties do mutually agree that the Agreement is HEREBY AMENDED AS FOLLOWS:

**AMENDMENT**

**Amendment Section 1.** Section 4.1 “Not-to-Exceed Amount” under “Section 4.0 – Payment” is amended and restated as follows:

4.1 **Not-to-Exceed Amount.** For all Services rendered under this Contract, and all reimbursable costs allowed under the Contract incurred by Consultant pursuant to this Contract under all Task Orders, the total compensation to be paid to the Consultant, together with such amounts paid or payable by LAWA to other consultants under the terms of any Parallel Digital Experience and Information Technology Services Contracts, shall not exceed the total sum of One Hundred Eighty Million Dollars (\$180,000,000).

**Amendment Section 2.** Section 23.1 – “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” is amended as follows:

Section 23.1 Civil Rights – Standard Title VI Assurances and Nondiscrimination Provisions

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.

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, creed, sex, 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.

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.

23.2 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 **Exhibit G**, 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 Exhibit G:

- a. Title VI Solicitation Notice
- b. Title VI List of Pertinent Nondiscrimination Acts and Authorities
- c. Nondiscrimination Requirements/Title VI Clauses for Compliance

23.3 Audit of Subcontracts. LAWA may conduct a review of the Contractor’s compliance with this Section 23. 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.

23.4 Subcontractor Compliance. Contractor agrees that it shall insert the provisions found in Section 23, inclusive of Exhibit G 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.

**Effect of Amendment.** Except as specifically provided herein, this Amendment shall not in any manner alter, change, modify, or affect any of the rights, privileges, duties, or obligations of either of the parties hereto, under, or by reason of said Agreement, as amended.

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

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, City has caused this Amendment to be executed, by the Chief Executive Officer, and Contractor has caused the same to be executed by its duly authorized officers and its corporate seal to be hereunto affixed, all as of the day and year first hereinabove written. Each individual who executes this Agreement on behalf of a party represents that he/she/they is duly authorized to execute this Agreement and contractually bind the party, and is operating within the scope of his/her/their authority.

APPROVED AS TO FORM:  
Hydee Feldstein Soto, City Attorney

**CITY OF LOS ANGELES**  
By signing below, the signatories attest that they have no personal, financial, beneficial, or familial interest in this Contract.

Date: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Deputy City Attorney

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

ATTEST:

**SDI PRESENCE LLC**

By: Shoma Meyer  
Signature (Secretary/Treasurer)

By: David A. Gupta  
David A. Gupta (May 27, 2026 13:21:38 CDT)  
Signature (President/CEO)

Shoma Meyer  
Print Name

David Gupta  
Print Name

Chief Financial Officer  
Print Title

Executive Chairman  
Print 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 U.S.C. § 47123, 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 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) including amendments thereto;
  - 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 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
  - 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 U.S.C. § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
  - The Civil Rights Restoration Act of 1987 (P.L. 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 U.S.C. § 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;
  - 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.*).

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, creed, sex, 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, including amendments thereto.
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.

**FIRST AMENDMENT TO MASTER SERVICE AGREEMENT (DA-5690)  
BETWEEN THE CITY OF LOS ANGELES AND SLALOM INC. FOR DIGITAL  
EXPERIENCE AND INFORMATION TECHNOLOGY SERVICES FOR THE  
DEPARTMENT OF AIRPORTS FOR THE CITY OF LOS ANGELES**

This **FIRST AMENDMENT TO CONTRACT NUMBER DA-5690** (“Amendment”) is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2026 at Los Angeles, California by and between the **CITY OF LOS ANGELES**, a municipal corporation and charter city (the “City”), acting by order of and through its Board of Airport Commissioners (the "Board") of the Department of Airports (also known as Los Angeles World Airports or “Department” or “LAWA”) and **SLALOM INC.** ("Consultant"). In this Amendment, LAWA/the City and Consultant may be referred to individually as “Party” and collectively as the “Parties.”

**RECITALS**

WHEREAS, City and Consultant entered into Los Angeles World Airports Contract Number DA-5690 (the “Contract”) under a Master Service Agreement for on-call task order based digital experience and information technology services on an as -needed basis; and

WHEREAS, the Parties now desire to enter into a First Amendment to increase the not-to-exceed amount of the Master Service Agreement from Eighty Million and 00/100 Dollars (\$80,000,000.00) to One Hundred Eighty Million and 00/100 Dollars (\$180,000,000.00).

NOW, THEREFORE, in consideration of the premises and of the terms, covenants and conditions hereinafter contained to be kept and performed by the respective parties hereto, the parties do mutually agree that the Agreement is HEREBY AMENDED AS FOLLOWS:

**AMENDMENT**

**Amendment Section 1.** Section 4.1 “Not-to-Exceed Amount” under “Section 4.0 – Payment” is amended and restated as follows:

4.1 **Not-to-Exceed Amount.** For all Services rendered under this Contract, and all reimbursable costs allowed under the Contract incurred by Consultant pursuant to this Contract under all Task Orders, the total compensation to be paid to the Consultant, together with such amounts paid or payable by LAWA to other consultants under the terms of any Parallel Digital Experience and Information Technology Services Contracts, shall not exceed the total sum of One Hundred Eighty Million Dollars (\$180,000,000).

**Amendment Section 2.** Section 23.1 – “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” is amended as follows:

Section 23.1 Civil Rights – Standard Title VI Assurances and Nondiscrimination Provisions

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.

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, creed, sex, 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.

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.

23.2 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 **Exhibit G**, 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 Exhibit G:

- a. Title VI Solicitation Notice
- b. Title VI List of Pertinent Nondiscrimination Acts and Authorities
- c. Nondiscrimination Requirements/Title VI Clauses for Compliance

23.3 Audit of Subcontracts. LAWA may conduct a review of the Contractor’s compliance with this Section 23. 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.

23.4 Subcontractor Compliance. Contractor agrees that it shall insert the provisions found in Section 23, inclusive of Exhibit G 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.

**Effect of Amendment.** Except as specifically provided herein, this Amendment shall not in any manner alter, change, modify, or affect any of the rights, privileges, duties, or obligations of either of the parties hereto, under, or by reason of said Agreement, as amended.

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

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, City has caused this Amendment to be executed, by the Chief Executive Officer, and Contractor has caused the same to be executed by its duly authorized officers and its corporate seal to be hereunto affixed, all as of the day and year first hereinabove written. Each individual who executes this Agreement on behalf of a party represents that he/she/they is duly authorized to execute this Agreement and contractually bind the party, and is operating within the scope of his/her/their authority.

APPROVED AS TO FORM:  
Hydee Feldstein Soto, City Attorney

**CITY OF LOS ANGELES**  
By signing below, the signatories attest that they have no personal, financial, beneficial, or familial interest in this Contract.

Date: \_\_\_\_\_


Date: \_\_\_\_\_

By: \_\_\_\_\_  
Deputy City Attorney

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

ATTEST:

**SLALOM INC.**


By:  \_\_\_\_\_  
Signature (Secretary/Treasurer)

**Mike Heffernan**

Print Name

**Chief Financial Officer**

Print Title

By:  \_\_\_\_\_  
Signature (President/CEO)

Pritha Sridharan

Print Name

Print 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 U.S.C. § 47123, 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 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) including amendments thereto;
  - 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 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
  - 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 U.S.C. § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
  - The Civil Rights Restoration Act of 1987 (P.L. 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 U.S.C. § 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;
  - 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.*).

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, creed, sex, 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, including amendments thereto.
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.

**FIRST AMENDMENT TO MASTER SERVICE AGREEMENT (DA-5691)  
BETWEEN THE CITY OF LOS ANGELES AND WIPRO LLC FOR DIGITAL  
EXPERIENCE AND INFORMATION TECHNOLOGY SERVICES FOR THE  
DEPARTMENT OF AIRPORTS FOR THE CITY OF LOS ANGELES**

This **FIRST AMENDMENT TO CONTRACT NUMBER DA-5691** (“Amendment”) is made and entered into as of this \_\_\_ day of \_\_\_\_\_, 2026 at Los Angeles, California by and between the **CITY OF LOS ANGELES**, a municipal corporation and charter city (the “City”), acting by order of and through its Board of Airport Commissioners (the “Board”) of the Department of Airports (also known as Los Angeles World Airports or “Department” or “LAWA”) and **WIPRO LLC** (“Consultant”). In this Amendment, LAWA/the City and Consultant may be referred to individually as “Party” and collectively as the “Parties.”

**RECITALS**

WHEREAS, City and Consultant entered into Los Angeles World Airports Contract Number DA-5691 (the “Contract”) under a Master Service Agreement for on-call task order based digital experience and information technology services on an as -needed basis; and

WHEREAS, the Parties now desire to enter into a First Amendment to increase the not-to-exceed amount of the Master Service Agreement from Eighty Million and 00/100 Dollars (\$80,000,000.00) to One Hundred Eighty Million and 00/100 Dollars (\$180,000,000.00).

NOW, THEREFORE, in consideration of the premises and of the terms, covenants and conditions hereinafter contained to be kept and performed by the respective parties hereto, the parties do mutually agree that the Agreement is **HEREBY AMENDED AS FOLLOWS**:

**AMENDMENT**

**Amendment Section 1.** Section 4.1 “Not-to-Exceed Amount” under “Section 4.0 – Payment” is amended and restated as follows:

4.1 **Not-to-Exceed Amount.** For all Services rendered under this Contract, and all reimbursable costs allowed under the Contract incurred by Consultant pursuant to this Contract under all Task Orders, the total compensation to be paid to the Consultant, together with such amounts paid or payable by LAWA to other consultants under the terms of any Parallel Digital Experience and Information Technology Services Contracts, shall not exceed the total sum of One Hundred Eighty Million Dollars (\$180,000,000).

**Amendment Section 2.** Section 23.1 – “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” is amended as follows:

Section 23.1 Civil Rights – Standard Title VI Assurances and Nondiscrimination Provisions

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.

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, creed, sex, 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.

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.

23.2 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 **Exhibit G**, 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 Exhibit G:

- a. Title VI Solicitation Notice
- b. Title VI List of Pertinent Nondiscrimination Acts and Authorities
- c. Nondiscrimination Requirements/Title VI Clauses for Compliance

23.3 Audit of Subcontracts. LAWA may conduct a review of the Contractor’s compliance with this Section 23. 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.

23.4 Subcontractor Compliance. Contractor agrees that it shall insert the provisions found in Section 23, inclusive of Exhibit G 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.

**Effect of Amendment.** Except as specifically provided herein, this Amendment shall not in any manner alter, change, modify, or affect any of the rights, privileges, duties, or obligations of either of the parties hereto, under, or by reason of said Agreement, as amended.

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

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, City has caused this Amendment to be executed, by the Chief Executive Officer, and Contractor has caused the same to be executed by its duly authorized officers and its corporate seal to be hereunto affixed, all as of the day and year first hereinabove written. Each individual who executes this Agreement on behalf of a party represents that he/she/they is duly authorized to execute this Agreement and contractually bind the party, and is operating within the scope of his/her/their authority.

APPROVED AS TO FORM:  
Hydee Feldstein Soto, City Attorney

**CITY OF LOS ANGELES**  
By signing below, the signatories attest that they have no personal, financial, beneficial, or familial interest in this Contract.

Date: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Deputy City Attorney

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

ATTEST:

**WIPRO LLC**

By: Bikash Agarwala  
Signature (Secretary/Treasurer)  
Bikash Agarwala

By: Saxena  
Signature (President/CEO)  
Siddharth Saxena

\_\_\_\_\_  
Print Name  
General Manager, Finance  
\_\_\_\_\_  
Print Title

\_\_\_\_\_  
Print Name  
General Manager & Cluster Head  
\_\_\_\_\_  
Print 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 U.S.C. § 47123, 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 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) including amendments thereto;
  - 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 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
  - 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 U.S.C. § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
  - The Civil Rights Restoration Act of 1987 (P.L. 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 U.S.C. § 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;
  - 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.*).

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, creed, sex, 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, including amendments thereto.
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.

**FIRST AMENDMENT TO MASTER SERVICE AGREEMENT (DA-5692)  
BETWEEN THE CITY OF LOS ANGELES AND WORLD WIDE TECHNOLOGY, LLC  
FOR DIGITAL EXPERIENCE AND INFORMATION TECHNOLOGY SERVICES FOR  
THE DEPARTMENT OF AIRPORTS FOR THE CITY OF LOS ANGELES**

This **FIRST AMENDMENT TO CONTRACT NUMBER DA-5692** (“Amendment”) is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2026 at Los Angeles, California by and between the **CITY OF LOS ANGELES**, a municipal corporation and charter city (the “City”), acting by order of and through its Board of Airport Commissioners (the "Board") of the Department of Airports (also known as Los Angeles World Airports or “Department” or “LAWA”) and **WORLD WIDE TECHNOLOGY, LLC** ("Consultant"). In this Amendment, LAWA/ the City and Consultant may be referred to individually as “Party” and collectively as the “Parties.”

**RECITALS**

WHEREAS, City and Consultant entered into Los Angeles World Airports Contract Number DA-5692 (the “Contract”) under a Master Service Agreement for on-call task order based digital experience and information technology services on an as -needed basis; and

WHEREAS, the Parties now desire to enter into a First Amendment to increase the not-to-exceed amount of the Master Service Agreement from Eighty Million and 00/100 Dollars (\$80,000,000.00) to One Hundred Eighty Million and 00/100 Dollars (\$180,000,000.00).

NOW, THEREFORE, in consideration of the premises and of the terms, covenants and conditions hereinafter contained to be kept and performed by the respective parties hereto, the parties do mutually agree that the Agreement is **HEREBY AMENDED AS FOLLOWS**:

**AMENDMENT**

**Amendment Section 1.** Section 4.1 “Not-to-Exceed Amount” under “Section 4.0 – Payment” is amended and restated as follows:

4.1 **Not-to-Exceed Amount.** For all Services rendered under this Contract, and all reimbursable costs allowed under the Contract incurred by Consultant pursuant to this Contract under all Task Orders, the total compensation to be paid to the Consultant, together with such amounts paid or payable by LAWA to other consultants under the terms of any Parallel Digital Experience and Information Technology Services Contracts, shall not exceed the total sum of One Hundred Eighty Million Dollars (\$180,000,000).

**Amendment Section 2.** Section 23.1 – “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” is amended as follows:

Section 23.1 Civil Rights – Standard Title VI Assurances and Nondiscrimination Provisions

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.

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, creed, sex, 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.

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.

23.2 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 **Exhibit G**, 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 Exhibit G:

- a. Title VI Solicitation Notice
- b. Title VI List of Pertinent Nondiscrimination Acts and Authorities
- c. Nondiscrimination Requirements/Title VI Clauses for Compliance

23.3 Audit of Subcontracts. LAWA may conduct a review of the Contractor’s compliance with this Section 23. 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.

23.4 Subcontractor Compliance. Contractor agrees that it shall insert the provisions found in Section 23, inclusive of Exhibit G 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.

**Effect of Amendment.** Except as specifically provided herein, this Amendment shall not in any manner alter, change, modify, or affect any of the rights, privileges, duties, or obligations of either of the parties hereto, under, or by reason of said Agreement, as amended.

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

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, City has caused this Amendment to be executed, by the Chief Executive Officer, and Contractor has caused the same to be executed by its duly authorized officers and its corporate seal to be hereunto affixed, all as of the day and year first hereinabove written. Each individual who executes this Agreement on behalf of a party represents that he/she/they is duly authorized to execute this Agreement and contractually bind the party, and is operating within the scope of his/her/their authority.

APPROVED AS TO FORM:  
Hydee Feldstein Soto, City Attorney

**CITY OF LOS ANGELES**  
By signing below, the signatories attest that they have no personal, financial, beneficial, or familial interest in this Contract.

Date: \_\_\_\_\_


Date: \_\_\_\_\_


By: \_\_\_\_\_  
Deputy City Attorney

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

ATTEST:

**WORLD WIDE TECHNOLOGY, LLC**

By:   
Signature (Secretary/Treasurer)

By:   
Signature (President/CEO)

Thomas W Strunk  
\_\_\_\_\_  
Print Name

Joseph G Koenig  
\_\_\_\_\_  
Print Name

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

President  
\_\_\_\_\_  
Print 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 U.S.C. § 47123, 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 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) including amendments thereto;
  - 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 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
  - 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 U.S.C. § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
  - The Civil Rights Restoration Act of 1987 (P.L. 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 U.S.C. § 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;
  - 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.*).

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, creed, sex, 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, including amendments thereto.
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.