

REPORT FROM

OFFICE OF THE CITY ADMINISTRATIVE OFFICER

Date: May 29, 2026

CAO File No. 0150-12567-0001

Council File No.

Council District: 11

To: The Mayor

From: Matthew W. Szabo, City Administrative Officer



Reference: Correspondence from the Los Angeles World Airports Board of Airport Commissioners dated May 6, 2026 – LAWA 26-009

Subject: **PROPOSED INDIVIDUAL FIRST AMENDMENTS TO 18 INFORMATION TECHNOLOGY MASTER SERVICE AGREEMENTS TO INCREASE THE COMBINED CONTRACT AUTHORITY BY \$100 MILLION TO A TOTAL AMOUNT NOT-TO-EXCEED \$180 MILLION FOR CONTINUED DIGITAL EXPERIENCE AND INFORMATION TECHNOLOGY SERVICES ON AN AS-NEEDED BASIS AT LOS ANGELES INTERNATIONAL AIRPORT AND VAN NUYS AIRPORT**

RECOMMENDATION

That the Mayor:

1. Approve Los Angeles World Airports (LAWA) proposed First Amendments to 18 Information Technology Master Service Agreements: 1) DA-5675 with Accenture LLP; 2) DA-5676 with Arup US Inc.; 3) DA-5677 with Birdi Systems, Inc.; 4) DA-5678 with Boston Consulting Group, Inc.; 5) DA-5679 with Burns & McDonnell Western Enterprises, Inc.; 6) DA-5680 with Burns Engineering; 7) DA-5681 with Faith Group LLC; 8) DA-5682 with HCL America; 9) DA-5683 with IDM Groups LLC; 10) DA-5684 with KPMG LLP; 11) DA-5685 with M. Arthur Gensler Jr. & Associates, Inc.; 12) DA-5686 with The North Highland Company LLC; 13) DA-5687 with Parsons Transportation Group, Inc.; 14) DA-5688 with Science Systems and Applications, Inc.; 15) DA-5689 with SDI Presence LLC; 16) DA-5690 with Slalom, Inc.; 17) DA-5691 with Wipro LLC; and 18) DA-5692 with World Wide Technology LLC for continued digital experience and information technology services on an as-needed basis at Los Angeles International Airport and Van Nuys Airport, to increase the combined total not-to-exceed contract authority by \$100 million, from \$80 million to \$180 million, and unchanged term expirations varying between April 6 and May 6, 2031;
2. Adopt the California Environmental Quality Act (CEQA) determinations of LAWA staff, that this action is exempt from CEQA pursuant to Article III, Class 1 (18)(c) of the Los Angeles City CEQA Guidelines; and
3. Authorize the LAWA Chief Executive Officer, or designee, to execute 18 proposed First

Amendments upon approval as to form by the City Attorney and approval by the Council.

SUMMARY

In accordance with Executive Directive No. 15 (Bass Series), the Los Angeles World Airports (LAWA) Board of Airport Commissioners (Board) requests approval to execute 18 individual proposed First Amendments (Amendments) to the following Master Service Agreements (MSAs): 1) DA-5675 with Accenture LLP; 2) DA-5676 with Arup US Inc.; 3) DA-5677 with Birdi Systems, Inc.; 4) DA-5678 with Boston Consulting Group, Inc.; 5) DA-5679 with Burns & McDonnell Western Enterprises, Inc.; 6) DA-5680 with Burns Engineering; 7) DA-5681 with Faith Group LLC; 8) DA-5682 with HCL America; 9) DA-5683 with IDM Groups LLC; 10) DA-5684 with KPMG LLP; 11) DA-5685 with M. Arthur Gensler Jr. & Associates, Inc.; 12) DA-5686 with The North Highland Company LLC; 13) DA-5687 with Parsons Transportation Group, Inc.; 14) DA-5688 with Science Systems and Applications, Inc.; 15) DA-5689 with SDI Presence LLC; 16) DA-5690 with Slalom, Inc.; 17) DA-5691 with Wipro LLC; and 18) DA-5692 with World Wide Technology LLC (collectively referred to as the "IT Consulting Firms").

The proposed First Amendments to the MSAs with the IT Consulting Firms will increase the total combined contract authority by \$100 million, from \$80 million to a new total not-to-exceed \$180 million. Increasing the contract authority will enable LAWA to continue funding the development, implementation, operation, and maintenance of numerous ongoing and upcoming Information Technology (IT) projects, programs, and services at the Los Angeles International Airport (LAX) and Van Nuys Airport (VNY) (collectively referred to as the "Airports"). All other terms and conditions remain the same, including the term expirations, which vary between April 6 and May 6, 2031.

Pursuant to Executive Directive No. 15, Section A1(a) (Bass Series), CAO review is required as the professional services contracts exceed \$40 million. Review and approval by the Office of the Mayor is required prior to consideration by the Board of Airport Commissioners. Pursuant to Charter Section 373 and Los Angeles Administrative Code Sections 10.5(a) and 10.5(b)(2), City Council approval is required because the cumulative term of each Agreement exceeds five years. The proposed Amendments to the contracts are subject to approval as to form by the City Attorney. Our Office has reviewed the request and recommends approval.

BACKGROUND

On April 5, 2024, City Council approved the Board action, granting authority to execute 18 as-needed MSAs with the IT Consulting Firms (C.F. 24-0296). The objective of the contracts is to retain a pool of on-call IT consultants for LAWA to obtain as-needed services for scheduled Capital Improvement Projects (CIP) and other various initiatives across different LAWA facilities at the Airports. These contracts provide as-needed technology work for CIP initiatives, IT system upgrades, and various unforeseen, related projects.

Original Contracts – On December 15, 2022, LAWA issued a Digital Experience and Related IT Professional Services Request for Proposals (RFP). After review and assessment of RFP

submissions from 40 respondents, the top 18 consulting teams (IT Consulting Firms) were selected to form a diverse group of consultants capable of providing on-call Digital Experience and IT Services across 10 service catalogs outlined in Attachment 1. On January 3, 2024, the Board approved Resolution No. 27874 which authorized a seven-year MSA with the IT Consulting Firms for a combined amount not-to-exceed \$80 million for as-needed digital experience and information technology services at the Airports. The 18 MSAs have various terms from April 7, 2024 through April 6, 2031, April 8, 2024 through April 7, 2031, April 16, 2024 through April 15, 2031, and May 7, 2024 through May 6, 2031, which remain unchanged. Our Office’s report on the original agreement is a part of the Council File.

Proposed First Amendment Changes – The proposed Amendments increase the combined contract authority by \$100 million, from \$80 million to a new maximum authority of \$180 million. The increase will support both in-progress and upcoming IT projects, programs, and services including critical preparations for the 2028 Olympics. The seven-year contract terms with various expirations between April 6 and May 6, 2031 remain unchanged. All other terms remain the same.

Ongoing Projects – LAWA’s Information Management and Technology (IMT) division is responsible for LAWA’s Security and Technology Enhancements and Campuswide Improvements – Technology and Innovation Programs, Terminal Development Improvement Program, and Landside Access Modernization Program projects. It is essential to use the external resources of the IT Consulting Firms to successfully deliver these initiatives. To maintain timely IT services crucial for supporting these various capital programs, the execution of these contracts is conducted through negotiated task orders. These task orders cover planned projects, unforeseen initiatives, and upgrades to the Airport’s IT systems. Refer to Attachment 2, report from the department, for more detailed descriptions of completed, current, and planned projects funded through these agreements.

Task Orders – Using task orders throughout the process promotes competition, innovation, and tailored solutions among pre-qualified vendors. To date, 300 task orders have been issued, representing over \$71 million in contract authority. Table 1 below summarizes the number of task orders and amount of funds expended in each service catalog to date:

Table 1: LAWA 26-009 – 18 Information Technology Master Service Agreements			
IMT Service Catalog	No. of Task Orders	Value	Percent of Value
Airport Special Systems	105	\$28,319,179	40
Business Process Support	0	-	0
Cloud Services	4	2,812,800	4
Cybersecurity	23	4,954,547	7
Digital Experience	3	8,456,977	12
IT Governance	8	3,606,580	5
IT Service Reliability	1	323,840	0
IT Systems of Record	0	-	0
Staff Augmentation	154	18,392,117	26
Technology Automation	2	4,546,710	6
TOTALS	300	\$71,412,750	100

CITY COMPLIANCE

Small Business Enterprise (SBE) Participation – The Department’s Strategic Sourcing Division established a mandatory goal of seven percent SBE. The IT Consulting Firms committed to the SBE goals displayed in the table that follows. LAWA reports that as of the third quarter of Fiscal Year (FY) 2026-27, 63 percent of the 300 task orders issued went to SBE certified Primes, which accounts for 49 percent of the contract authority expended.

IT Consulting Firms	SBE	IT Consulting Firms	SBE
Accenture, LLP	10%	KPMG, LLP	10%
Arup US, Inc.	10%	M. Arthur Gensler Jr. & Associates, Inc.	20%
Birdi Systems, Inc.	100%	The North Highland Company, LLC	10%
Boston Consulting Group, Inc.	10%	Parsons Transportation Group, Inc.	10%
Burns & McDonnell Western Enterprises, Inc.	12%	Science Systems and Applications, Inc.	10%
Burns Engineering, Inc.	20%	SDI Presence, LLC	10%
Faith Group, LLC	100%	Slalom, Inc.	10%
HCL America, Inc.	10%	Wipro, LLC	17%
IDM Groups, LLC	100%	World Wide Technology, LLC	10%

California Environmental Quality Act (CEQA) – The proposed Amendments to 18 MSAs with IT Consulting Firms providing Digital Experience and Information Technology Services at the Airports will not directly impact the environment and are exempt from CEQA pursuant to Article III, Class 1 (18)(c) of the Los Angeles City CEQA Guidelines.

Pursuant to Executive Directive No. 15, Section A1(a) (Bass Series), CAO review is required as the professional services contracts exceed \$40 million. Review and approval by the Office of the Mayor is required prior to consideration by the Board of Airport Commissioners. Pursuant to Charter Section 373 and Los Angeles Administrative Code, Sections 10.5(a) and 10.5(b)(2), City Council approval is required because the cumulative term of each Agreement exceeds five years. The proposed Amendments include provisions to ensure compliance with applicable City Ordinances, contracting, and insurance requirements. The proposed Amendments to the 18 MSAs are subject to approval as to form by the City Attorney. Our Office has reviewed the request and recommends approval.

FISCAL IMPACT STATEMENT

Approval of the proposed First Amendments to 18 Master Service Agreements for as-needed digital experience and information technology services at Los Angeles International Airport and Van Nuys Airport will have no impact on the City’s General Fund. The proposed Amendments will increase the total combined maximum not-to-exceed contract authority by \$100 million, from \$80 million to \$180 million. Los Angeles World Airports may use a combination of operating and capital funds to pay for the costs incurred for the contracts and related task orders. Costs incurred for operating projects will be recovered through rates and charges. The projected costs associated with the capital projects funded by the MSAs are included in the Department’s Capital Improvement Plan. The recommendations in this report comply with the Los Angeles World Airports’ adopted Financial

Policies.

Attachment 1 – LAWA’s Information Management and Technology Service Catalogs, prepared by Office of the CAO
Attachment 2 - Correspondence from the Board of Airport Commissioners LAWA 26-009 dated May 6, 2026, Proposed Board Report, Resolution, and First Amendments to 18 Information Technology Master Service Agreements

MWS/JWW/JVW:JAS:10260153

LAWA's Information Management and Technology Service Catalogs (10)

Airport Special Systems – Covers those technologies that are unique to an airport (aviation badging systems, common use ticketing and gate management, self-service kiosks, biometric gate boarding systems) FIDS / BIDS / GIDS / IDs, gate management systems, turn-management, paging systems (visual and audio), video walls, baggage handling systems and monitoring;

Business Process Support – Leads the development, documentation, training, and ongoing use of tools for the collection and analysis of all LAWA-related data, all analytics, and associated business processes;

Cloud Services – Establish the plans and manage the implementation of LAWA's move to a cloud-based computer, network, storage and cloud-native applications, and services;

Cybersecurity – Provides ongoing independent 3rd party “best practice” review of LAWA's cybersecurity environment in accordance with the industry, City of Los Angeles, State of California, and Federal Guidelines and regulations;

Digital Experience – Identifies a number of Customer Journeys and what needs to occur to create a digital relationship between LAWA and those customers (where customers are passengers, meters & greeters, employees, airlines, concessionaires, TSA, FedEx, Ground Handlers, common use providers, and Airport Police – all stakeholders);

IT Governance – Ensures appropriate checks and balances are in place to achieve business and project goals, compliance to policy, and adoption by IMT and LAWA Business Units;

IT Service Reliability – Develops and documents the tools, processes, and guidelines for ensuring all LAWA stakeholders, suppliers, and IMT technology are meeting business units' requirements;

IT Systems of Record – Covers virtually all the existing Back-of-Office systems used for administrative purposes by LAWA business units, including IMT. Examples include ServiceNow (CMDB, Incident, Problem and Change Management), Cybersecurity tools, SAP Financial Systems, Kronos for time management, Workday for HRMIS, websites, DBs are mostly Oracle or Microsoft's SQL Server (on prem in the Data Center or on Azure);

Staff Augmentation – Single provider for on-call technical expertise. Personnel may be contracted on a single task, project, or long-term basis. Duration can range anywhere from a few weeks to multiple years; and,

Technology Automation – Reviews and establishes opportunities for automation of business processes. Ensures safeguards are in place to balance costs, bias, personal attention, safety, and cybersecurity of any effort that is a candidate for automation.

June 01, 2026

The Honorable Karen Bass
Mayor, City of Los Angeles
City Hall – Room 303
Los Angeles, CA 90012

ATTN: Legislative Coordinator

RE: LAWA 26-009 – Individual First Amendments to 18 Information Technology
Master Service Agreements

LAX

Van Nuys

City of Los Angeles

Karen Bass
Mayor

Board of Airport
Commissioners

Matthew M. Johnson
President

Vanessa Aramayo
Vice President

Courtney La Bau
Victor Narro
Nicholas P. Roxborough
Valeria C. Velasco

John Ackerman
Chief Executive Officer

In accordance with Executive Directive No. 15, we are transmitting a copy of documents related to the agreement referenced above. This agreement authorizes Los Angeles World Airports to approve eighteen individual First Amendment Master Service Agreements. The Awards include the individual First Amendments to Contracts DA-5675 with Accenture LLP, DA-5676 with Arup US Inc., DA-5677 with Birdi Systems Inc., DA-5678 with Boston Consulting Group Inc., DA-5679 with Burns & McDonnell Western Enterprises Inc., DA-5680 with Burns Engineering, DA-5681 with Faith Group LLC, DA-5682 with HCL America, DA-5683 with I DM Groups LLC, DA-5684 with KPMG LLP, DA-5685 with M. Arthur Gensler Jr & Associates Inc., DA-5686 with The North Highland Company LLC, DA-5687 with Parsons Transportation Group Inc., DA-5688 with Science Systems and Applications Inc., DA-5689 with SDI Presence LLC, DA-5690 with Slalom Inc., DA-5691 with Wipro LLC, and DA-5692 with World Wide Technology LLC, to increase the not-to-exceed amount by \$100,000,000, for new total of \$180,000,000, for the Master Service Agreement covering the abovementioned contracts for digital experience and information technology services, on an as-needed basis, at Los Angeles International Airport and Van Nuys Airport. The original agreements were awarded using a competitive process.

City Council approval is required pursuant to Section 373 of the Los Angeles City Charter. The Board of Airport Commissioners is expected to consider this item at its meeting on June 18, 2026. We respectfully request that your office approve forwarding the agreement to the City Council for approval.

Sincerely,


[GLYNDIA SILVA \(05/29/2026 19:38:27 PDT\)](#)

Glenda Y. Sliva
Acting Chief of Staff

Attachments:
CAO Report
Board Report
BOAC Resolution
Contract Amendments





May 06, 2026

Matthew W. Szabo
 City Administrative Officer
 200 North Main Street Suite 1500
 Los Angeles, CA 90012-4137

RE: LAWA 26-009 – Individual First Amendments to 18 Information Technology Master Service Agreements

LAX

Van Nuys

City of Los Angeles

Karen Bass
 Mayor

Board of Airport
 Commissioners

Matthew M. Johnson
 President

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City Council approval is required pursuant to Section 373 of the Los Angeles City Charter. Review by your office is required under Executive Directive No. 15 as the total value of these digital experience and information technology services contracts exceeds \$40 million. We respectfully request that your office review the proposed amendments and recommend approval to the Mayor and City Council. Upon receipt of your office's report, we will include this with our request for review by the Mayor's Office.

Sincerely,



 GLENDA SILVA (05/08/2026 15:00:47 PDT)
 Glenda Y. Silva
 Acting Chief of Staff





Report to the
BOARD OF AIRPORT COMMISSIONERS
 Meeting Date: 6/18/2026

Item No.

Approved by:	Aura Moore Deputy Executive Director and Chief Information Officer Information Management & Technology	 <u>AURA MOORE</u> (05/05/2026 16:56:55 PDT)
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ITEM TYPE	<input type="checkbox"/> Award <input checked="" type="checkbox"/> Amendment <input type="checkbox"/> Appropriation <input type="checkbox"/> Policy/Program <input type="checkbox"/> Other
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SUBJECT	Request to adopt the following report and approve the individual First Amendments to Contracts DA-5675 with Accenture LLP, DA-5676 with Arup US Inc., DA-5677 with Birdi Systems Inc., DA-5678 with Boston Consulting Group Inc., DA-5679 with Burns & McDonnell Western Enterprises Inc., DA-5680 with Burns Engineering, DA-5681 with Faith Group LLC, DA-5682 with HCL America, DA-5683 with IDM Groups LLC, DA-5684 with KPMG LLP, DA-5685 with M. Arthur Gensler Jr & Associates Inc., DA-5686 with The North Highland Company LLC, DA-5687 with Parsons Transportation Group Inc., DA-5688 with Science Systems and Applications Inc., DA-5689 with SDI Presence LLC, DA-5690 with Slalom Inc., DA-5691 with Wipro LLC, and DA-5692 with World Wide Technology LLC, to increase the not-to-exceed amount by \$100,000,000, for new total of \$180,000,000, for the Master Service Agreement covering the above-mentioned contracts for digital experience and information technology services, on an as-needed basis, at Los Angeles International Airport and Van Nuys Airport.
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Item REQUIRES City Council Approval. Item is subject only to STANDARD REVIEW by the City Council.

DISCUSSION

1. Background and Necessity of Requested Action

12-21-2023	Resolution #27874 (DA-5675 to DA-5692)	Contract Award
Approved eighteen (18) seven-year contracts under a Master Service Agreement (MSA) to Accenture LLP, Arup US Inc., Birdi Systems Inc., Boston Consulting Group Inc., Burns & McDonnell Western Enterprises Inc., Burns Engineering, Faith Group LLC, HCL America, IDM Groups LLC, KPMG LLP, M. Arthur Gensler Jr & Associates Inc., The North Highland Company LLC, Parsons Transportation Group Inc., Science Systems and Applications Inc., SDI Presence LLC, Slalom Inc., Wipro LLC, and World Wide Technology LLC, covering digital experience and		

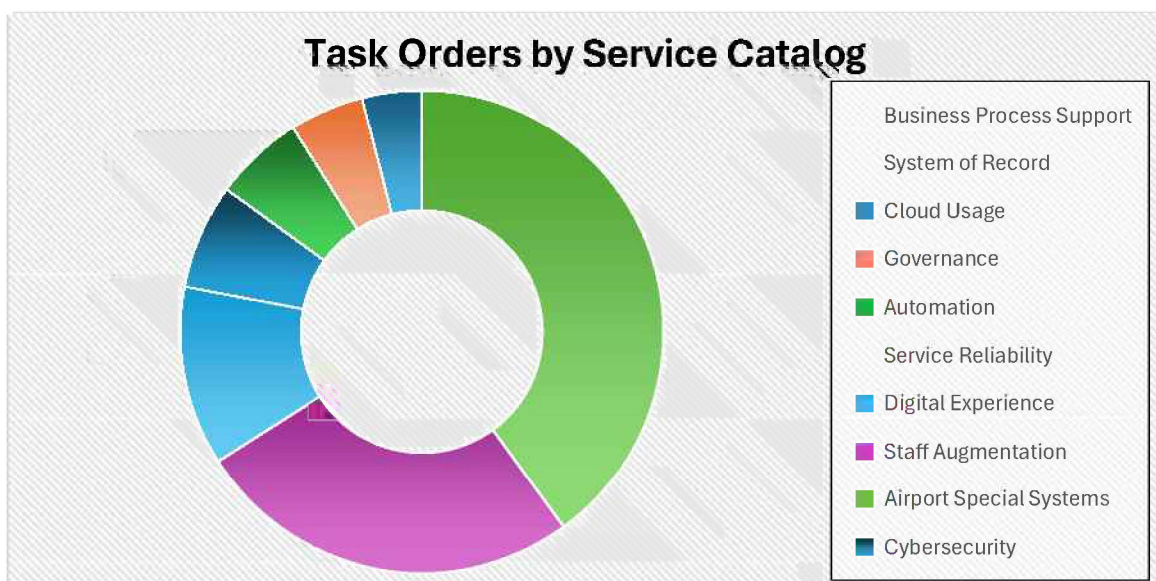
information technology (IT) services, on an as-needed basis, at Los Angeles International Airport (LAX) and Van Nuys Airport, for a combined total amount not to exceed \$80 million.

The proposed First Amendment seeks to authorize an additional \$100,000,000 in contract authority for the MSA. This increase is necessary to support the continued development, implementation, operation, and maintenance of numerous ongoing and upcoming IT projects, programs, and services. These contracts will also support critical preparations for hosting the 2028 Summer Olympics, ensuring that IT systems, infrastructure, and services are capable of meeting the heightened operational, security, cybersecurity and guest experience demands associated with a global event of this scale.

Information Management and Technology is responsible for delivering LAWA's Security and Technology Enhancements and Campuswide Improvements – Technology & Innovation Programs and supporting, the Terminal Development Improvement Program (TDIP), and the Landside Access Modernization Program (LAMP) CIP projects. Given the scale and complexity of these efforts, the engagement of external resources is essential to successfully deliver and sustain these initiatives.

The MSA contracts have served as the primary procurement mechanism for IT capital projects across LAWA divisions. This approach has improved efficiency and responsiveness, enabling projects to move forward more quickly without the delays typically associated with issuing standalone Requests for Proposals (RFPs). As a result, the MSA program has proven effective in accelerating project delivery and supporting the growing portfolio of capital initiatives.

The MSA contracts use a task order based approach through a Request for Task Order Response (RFTOR). This method promotes competition, innovation, and tailored solutions among pre-qualified vendors. To date, IMT has issued over 300 task orders, representing nearly \$72 million in contract authority. The service catalogs have been actively utilized to support IMT projects in the following areas further demonstrating the MSA program's role in delivering timely, high-quality IT solutions:



This approach has already produced measurable results, with key project milestones and deliverables achieved across multiple operational and capital initiatives since December 2023, including:

Program Area	Project	Accomplishments
LAWA's Security and Technology Enhancements	CCTV Phase II	Addition of 400 new cameras increased surveillance in gap areas identified by Airport Police and Operations.
	ACAMS Phase II	Transition from end-of-life Picture Perfect to Lenel Onguard after extending to MSC, Terminal 1.5 and Taxiway P.
	VNY CCTV	Replacement of end-of-life cameras at Fly Away Terminal and addition of 29 new cameras to extend video coverage around the airport.
	T6 TBIT Biometrics	Biometric units installed at T6 and TBIT departure gates to comply with CBP's biometric exit program mandate to provide verification of 100% of outbound international passengers.
Campuswide Improvements	CTA Congestion and Flight Lifecycle Data Model	Development of a unified central data model that captures and integrates flight information across its lifecycle, enabling improved data sharing and analytics
	TBIT FIDS Transformation	Replace the Flight Information Display System to provide real-time, accurate flight data and enhance passenger information delivery.
	BJSR Website Development	Developed a new Business Jobs & Social Responsibility website platform to support program-specific communication, information sharing, and stakeholder engagement.

Increasing the MSA contract authority allows LAWA IT to continue delivery of critical projects that support safe, secure, and efficient airport operations while enhancing the overall passenger experience. This funding directly supports initiatives that strengthen airport security and safety systems, improve operational reliability and resiliency, and enable seamless passenger flow across both airside and landside environments. These efforts are fundamental to ensuring LAX is fully prepared for the 2028 Summer Olympics, positioning the airport to deliver a secure, efficient, and world-class travel experience while maintaining continuity of operations and minimizing risk to critical infrastructure, cybersecurity, security and services.

The requested authority will support both in-progress projects and future initiatives including campus-wide improvement projects, 2028 Olympics readiness, and operating expense (OPEX) funded projects. While the allocation of services may evolve, this amendment provides the flexibility needed to advance priority initiatives and respond to emerging demands. Key projects listed below include both active efforts and planned initiatives that will be launched in the near term:

Program Area	Project	Description
Campuswide Improvements	Vehicle Checkpoint Verification	Implementation of systems to verify and monitor vehicles entering secure or restricted areas, enhancing perimeter security and compliance.
	Enterprise Gunshot Detection System	Enhancing security measures within the airport environment at terminals
	ACAMS upgrade, CCTV upgrade and CAD upgrade	Software and Hardware upgrade of ACAMS, CAD, and CCTV
	Network Enhancements	Network access switches replacement

	Asset Refresh	Updates IT hardware and software to maintain operational efficiency
	Enterprise Paging System Upgrade	Enhance mass communication capabilities across the airport
	Human Resources Information System	Modernizes HR systems for better employee and operational management
	Badging System Replacement	Upgrades employee identification and access control systems
	Digitization & Management of Records	Converts physical records to digital formats for efficient management
	Common Use System Replacement	Replaces airport common-use systems to improve airline check-in and boarding efficiency
	LAX CAMPUS Wi-Fi Coverage Improvement	Expands the Wi-Fi Coverage at the Terminals
	Enterprise Conveyance Monitoring	Deployment of monitoring systems for elevators, escalators, and other conveyance assets to improve maintenance, uptime, and passenger safety.
OPEX funded initiatives	Training Videos Modernization	Re-filming and updating mandatory employee training videos to improve onboarding, compliance, and workforce readiness through modern digital content.
	Website Redesign - flylax.com, lawa.org and iflyvny.com	Redesign of the main Los Angeles International Airport website to improve user experience, accessibility, and digital engagement.
2028 Olympics Readiness Projects	Apron Analytics	Deployment of analytics tools to monitor aircraft apron activities, improving safety, operational efficiency, and situational awareness on the airfield.
	Airport Congestion Management Program	Implementation of technologies to monitor and manage traffic congestion across airport roadways, improving flow and reducing delays.
	Digital Displays on Network	Platform for managing and distributing digital content across airport displays, enabling centralized control of passenger messaging, wayfinding, and communications.
	Bus Tracking Service	Program to implement real-time tracking of shuttle and bus services, improving passenger visibility, wait times, and overall transit experience.
	Video AI Analytics	Integrated AI-driven analytics ecosystem that combines LenelS2 OnGuard (ACAMS), video AI analytics, Wi-Fi/location intelligence, Cisco Spaces, LiDAR, and IoT sensors to deliver real-time visibility, predictive insights, and automated alerts for security and operational optimization.
	Implement AI Threat Detection	Deployment of AI-driven threat detection capabilities to proactively identify and respond to cybersecurity threats across enterprise systems.
	Data Center Hardware Upgrade	Upgrade of core data center infrastructure to improve system performance, reliability, scalability, and support increased demand from critical applications.
	Enterprise Cyber Resilience	Implementation of enterprise-wide strategies and technologies to strengthen cybersecurity posture, ensure business continuity, and enhance incident response capabilities.

Approval of this additional contract authority is critical. Without it, these projects could stall, delaying delivery and reduce the effectiveness of LAWA IT's initiatives. Such delays would introduce increased operational risk, limit the airport's ability to meet evolving security,

cybersecurity, and regulatory requirements, and hinder efforts to support growing passenger volumes.

2. **Selection Process:** Competitive process. Other process. Not applicable.

On December 15, 2022, LAWA issued a Request for Proposals for Digital Experience and Related IT Professional Services. Forty proposers responded. Of those 40 respondents, 18 proposers were selected for these on-call contracts based on the company and proposed team's experience, relevant skills, knowledge and value to LAWA.

Request to find that Charter Sec. 1022 is applicable to this action.

Los Angeles World Airports does not currently possess the number of staff with the requisite technology or expertise to feasibly or economically perform the work supported by these contracts.

3. **Fiscal Impact:** None. Revenue generation. Cost/cost recovery. Other.

The MSA task orders are funded through both operating and capital funds. For the operating projects, costs incurred under these contracts will be recovered through rates and charges.

Capital projects funded by the MSA contracts are already approved projects in the Capital Improvement Plan (CIP).

4. **Alternative Actions:** Alternatives considered. No alternatives considered.

APPROPRIATIONS

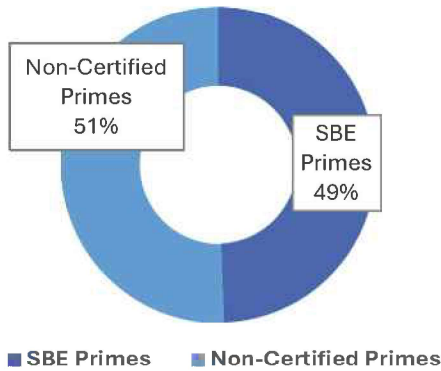
Appropriation required. No appropriation required. Funding is available.

INCLUSIVITY & IMPACT

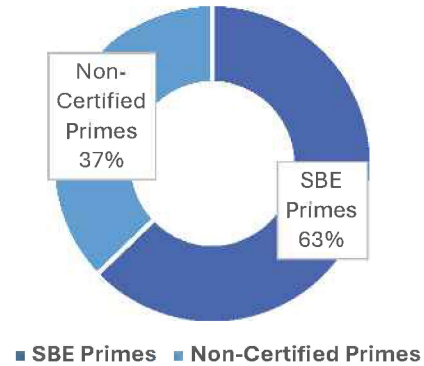
Goals/requirements identified. No goals/requirements stipulated. N/A or other.

Strategic Sourcing Division reviewed this action and established a mandatory goal of 7% Small Business Enterprise (SBE); however, all vendors pledged to meet a higher goal. As of the third quarter of Fiscal Year 2026, LAWA has issued over 300 task orders. Of that total, 63% went to SBE certified Primes, accounting for 49% of the contract authority expended.

Task Orders by Dollar Amount



Total Number of Task Orders



Approving this amendment will also allow for full implementation of the Mentor-Protégé Program, which IMT is working with Sourcing and Economic Impact to implement using best practices and lessons learned from other Multiple Award Task Order Contracts.

PROVISIONS

The Chief Executive Officer has approved this item.

The Board of Airport Commissioners is hereby requested to adopt staff determination that the requested action is exempt from the California Environmental Quality Act (CEQA) pursuant to Article III, Class 1 (18)(c) of the Los Angeles City CEQA Guidelines.

The Board is hereby further requested to authorize the Chief Executive Officer, or designee, to execute said individual First Amendments to Contracts DA-5675 with Accenture LLP, DA-5676 with Arup US Inc., DA-5677 with Birdi Systems Inc., DA-5678 with Boston Consulting Group Inc., DA-5679 with Burns & McDonnell Western Enterprises Inc., DA-5680 with Burns Engineering, DA-5681 with Faith Group LLC, DA-5682 with HCL America, DA-5683 with IDM Groups LLC, DA-5684 with KPMG LLP, DA-5685 with M. Arthur Gensler Jr & Associates Inc., DA-5686 with The North Highland Company LLC, DA-5687 with Parsons Transportation Group Inc., DA-5688 with Science Systems and Applications Inc., DA-5689 with SDI Presence LLC, DA-5690 with Slalom Inc., DA-5691 with Wipro LLC, and DA-5692 with World Wide Technology LLC, subject to approval by the Los Angeles City Council and approval as to form by the City Attorney.

Actions taken on this item by the Board of Airport Commissioners will become final pursuant to the provisions of Los Angeles City Charter Section 373.

RESOLUTION NO.

WHEREAS, Los Angeles World Airports management presents for approval, individual First Amendments to Contracts [i] DA-5675 with Accenture LLP, [ii] DA-5676 with Arup US Inc., [iii] DA-5677 with Birdi Systems Inc., [iv] DA-5678 with Boston Consulting Group Inc., [v] DA-5679 with Burns & McDonnell Western Enterprises Inc., [vi] DA-5680 with Burns Engineering, [vii] DA-5681 with Faith Group LLC, [viii] DA-5682 with HCL America, [ix] DA-5683 with IDM Groups LLC, [x] DA-5684 with KPMG LLP, [xi] DA-5685 with M. Arthur Gensler Jr & Associates Inc., [xii] DA-5686 with The North Highland Company LLC, [xiii] DA-5687 with Parsons Transportation Group Inc., [xiv] DA-5688 with Science Systems and Applications Inc., [xv] DA-5689 with SDI Presence LLC, [xvi] DA-5690 with Slalom Inc., [xvii] DA-5691 with Wipro LLC, and [xviii] DA-5692 with World Wide Technology LLC to increase the not-to-exceed amount by \$100,000,000, for new total of \$180,000,000, for the Master Service Agreement covering said contracts for digital experience and information technology services, on an as-needed basis, at Los Angeles International Airport and Van Nuys Airport; and

WHEREAS, the Los Angeles World Airports (LAWA) Information Management and Technology (IMT) team is responsible for delivering LAWA's Security and Technology Enhancements and Campuswide Improvements – Technology & Innovation Programs and supporting the Terminal Development Improvement Program, and the Landside Access Modernization Program Capital Improvement Plan (CIP) projects; and

WHEREAS, given the scale and complexity of those efforts, engagement of external resources is essential to successfully deliver and sustain those initiatives. LAWA does not currently possess the number of staff with the requisite technology or expertise to feasibly or economically perform the work supported by the contracts; and

WHEREAS, the contracts under the Master Service Agreement (MSA) have served as the primary procurement mechanism for information technology (IT) capital projects across LAWA divisions. Said approach has improved efficiency and responsiveness, enabling projects to move forward more quickly without the delays typically associated with issuing standalone Requests for Proposals. As a result, the MSA program has proven effective in accelerating project delivery and supporting the growing portfolio of capital initiatives; and

WHEREAS, said contracts use a task order-based approach through a Request for Task Order Response. That method promotes competition, innovation, and tailored solutions among pre-qualified vendors. To date, IMT has issued over 300 task orders, representing nearly \$72 million in contract authority. The service catalogs have been actively utilized to support IMT projects in the following areas, further demonstrating the MSA program's role in delivering timely, high-quality IT solutions:

- Cloud Usage
- Governance
- Automation Service Reliability
- Digital Experience
- Staff Augmentation
- Airport Special Systems
- Cybersecurity; and

WHEREAS, the approach has already produced measurable results, with key project milestones and deliverables achieved across multiple operational and capital initiatives since December 2023, including:

Project	Accomplishments
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Program Area: LAWA's Security and Technology Enhancements

CCTV Phase II	Addition of 400 new cameras increased surveillance in gap areas identified by Airport Police and Operations
ACAMS Phase II	Transition from end-of-life Picture Perfect to Lenel Onguard after extending to Midfield Satellite Concourse, Terminal 1.5 and Taxiway P
Van Nuys Airport CCTV	Replacement of end-of-life cameras at FlyAway Terminal and addition of 29 new cameras to extend video coverage around the airport
T6 and TBIT Biometrics	Biometric units installed at Terminal 6 (T6) and Tom Bradley International Terminal (TBIT) departure gates to comply with the Customs and Border Protection's biometric exit program mandate to provide verification of 100% of outbound international passengers

Program Area: Campuswide Improvements

Central Terminal Area Congestion and Flight Lifecycle Data Model	Development of a unified central data model that captures and integrates flight information across its lifecycle, enabling improved data sharing and analytics
TBIT FIDS Transformation	Replace the Flight Information Display System (FIDS) to provide real-time, accurate flight data and enhance passenger information delivery
BJSR Website Development	Developed a new Business Jobs & Social Responsibility (BJSR) website platform to support program-specific communication, information sharing, and stakeholder engagement; and

WHEREAS, increasing the MSA contract authority allows LAWA IT to continue delivery of critical projects that support safe, secure, and efficient airport operations while enhancing the overall passenger experience. The funding directly supports initiatives that strengthen airport security and safety systems, improve operational reliability and resiliency, and enable seamless passenger flow across both airside and landside environments; and

WHEREAS, those efforts are fundamental to ensuring Los Angeles International Airport (LAX) is fully prepared for the 2028 Summer Olympics, positioning the airport to deliver a secure, efficient, and world-class travel experience while maintaining continuity of operations and minimizing risk to critical infrastructure, cybersecurity, security and services; and

WHEREAS, the requested increase will support both in-progress projects and future initiatives including campuswide improvement projects, 2028 Olympics readiness, and operating expense (OPEX) funded projects. While the allocation of services may evolve, the Amendment provides the flexibility needed to advance priority initiatives and respond to emerging demands; and

WHEREAS, the following key projects include both active efforts and planned initiatives that will be launched in the near term:

Project	Description
<i>Program Area: <u>Campuswide Improvements</u></i>	
Vehicle Checkpoint Verification	Implementation of systems to verify and monitor vehicles entering secure or restricted areas, enhancing perimeter security and compliance
Enterprise Gunshot Detection System	Enhancing security measures within the airport environment at terminals
ACAMS upgrade, CCTV upgrade & CAD upgrade	Software and Hardware upgrade of ACAMS, CAD, and CCTV
Network Enhancements	Network access switches replacement
Asset Refresh	Updates IT hardware and software to maintain operational efficiency
Enterprise Paging System Upgrade	Enhance mass communication capabilities across the airport
Human Resources Information System	Modernizes Human Resources systems for better employee and operational management
Badging System Replacement	Upgrades employee identification and access control systems
Digitization and Management of Records	Converts physical records to digital formats for efficient management
Common Use System Replacement	Replaces airport common-use systems to improve airline check-in and boarding efficiency
LAX Campus Wi-Fi Coverage Improvement	Expand the Wi-Fi coverage at the terminals
Enterprise Conveyance Monitoring	Deployment of monitoring systems for elevators, escalators, and other conveyance assets to improve maintenance, uptime, and passenger safety
<i>Program Area: <u>OPEX funded initiatives</u></i>	
Training Videos Modernization	Re-filming and updating mandatory employee training videos to improve onboarding, compliance, and workforce readiness through modern digital content
Website Redesign - flylax.com, lawa.org and iflyvny.com	Redesign of the main LAX website to improve user experience, accessibility, and digital engagement

(table cont'd)

Project	Description
<i>Program Area: 2028 Olympics Readiness Projects</i>	
Apron Analytics	Deployment of analytics tools to monitor aircraft apron activities, improving safety, operational efficiency, and situational awareness on the airfield
Airport Congestion Management Program	Implementation of technologies to monitor and manage traffic congestion across airport roadways, improving flow and reducing delays
Digital Displays on Network	Platform for managing and distributing digital content across airport displays, enabling centralized control of passenger messaging, wayfinding, and communications.
Bus Tracking Service	Program to implement real-time tracking of shuttle and bus services, improving passenger visibility, wait times, and overall transit experience
Video AI Analytics	Integrated AI-driven analytics ecosystem that combines LeneIS2 OnGuard (ACAMS), video AI analytics, Wi-Fi/location intelligence, Cisco Spaces, LIDAR, and IoT sensors to deliver real-time visibility, predictive insights, and automated alerts for security and operational optimization
Implement AI Threat Detection	Deployment of AI-driven threat detection capabilities to proactively identify and respond to cybersecurity threats across enterprise systems
Data Center Hardware Upgrade	Upgrade of core data center infrastructure to improve system performance, reliability, scalability, and support increased demand from critical applications
Enterprise Cyber Resilience	Implementation of enterprise-wide strategies and technologies to strengthen cybersecurity posture, ensure business continuity, and enhance incident response capabilities; and

WHEREAS, without the MSA amount increase, the above-mentioned projects could stall, thereby delaying delivery and reducing the effectiveness of LAWA IT's initiatives. Such delays would introduce increased operational risk, limit the airport's ability to meet evolving security, cybersecurity, and regulatory requirements, and hinder efforts to support growing passenger volumes; and

WHEREAS, the MSA task orders are funded through both operating and capital funds. For the operating projects, costs incurred under the contracts will be recovered through rates and charges. Capital projects funded by the MSA contracts are already approved projects in the CIP; and

WHEREAS, LAWA Strategic Sourcing Unit established a mandatory goal of 7% Small Business Enterprise (SBE); however, all vendors pledged to meet a higher goal. As of the third quarter of Fiscal Year 2026, LAWA has issued over 300 task orders. Of that total, 63% went to SBE-certified Primes, accounting for 49% of the contract authority expended; and

WHEREAS, the Amendment will also allow for full implementation of the Mentor-Protégé Program, which IMT is working with the Sourcing and Economic Impact team to implement using best practices and lessons learned from other Multiple Award Task Order Contracts; and

WHEREAS, actions taken on this item by the Board of Airport Commissioners will become final pursuant to the provisions of Los Angeles City Charter Section 373;

NOW, THEREFORE, BE IT RESOLVED that the Board of Airport Commissioners hereby adopts the staff report; further adopts staff's determination that the requested action is exempt from the California Environmental Quality Act (CEQA) pursuant to Article III, Class 1 (18)(c) of the Los Angeles City CEQA Guidelines; finds that Charter Section 1022 is applicable to the requested action; approves the individual First Amendments to Contracts [i] DA-5675 with Accenture LLP, [ii] DA-5676 with Arup US Inc., [iii] DA-5677 with Birdi Systems Inc., [iv] DA-5678 with Boston Consulting Group Inc., [v] DA-5679 with Burns & McDonnell Western Enterprises Inc., [vi] DA-5680 with Burns Engineering, [vii] DA-5681 with Faith Group LLC, [viii] DA-5682 with HCL America, [ix] DA-5683 with IDM Groups LLC, [x] DA-5684 with KPMG LLP, [xi] DA-5685 with M. Arthur Gensler Jr & Associates Inc., [xii] DA-5686 with The North Highland Company LLC, [xiii] DA-5687 with Parsons Transportation Group Inc., [xiv] DA-5688 with Science Systems and Applications Inc., [xv] DA-5689 with SDI Presence LLC, [xvi] DA-5690 with Slalom Inc., [xvii] DA-5691 with Wipro LLC, and [xviii] DA-5692 with World Wide Technology LLC to increase the not-to-exceed amount by \$100,000,000, for new total of \$180,000,000, for the Master Service Agreement covering said contracts for digital experience and information technology services, on an as-needed basis, at Los Angeles International Airport and Van Nuys Airport; and authorizes the Chief Executive Officer, or designee, to execute said individual First Amendments to Contracts DA-5675 with Accenture LLP, DA-5676 with Arup US Inc., DA-5677 with Birdi Systems Inc., DA-5678 with Boston Consulting Group Inc., DA-5679 with Burns & McDonnell Western Enterprises Inc., DA-5680 with Burns Engineering, DA-5681 with Faith Group LLC, DA-5682 with HCL America, DA-5683 with IDM Groups LLC, DA-5684 with KPMG LLP, DA-5685 with M. Arthur Gensler Jr & Associates Inc., DA-5686 with The North Highland Company LLC, DA-5687 with Parsons Transportation Group Inc., DA-5688 with Science Systems and Applications Inc., DA-5689 with SDI Presence LLC, DA-5690 with Slalom Inc., DA-5691 with Wipro LLC, and DA-5692 with World Wide Technology LLC, subject to approval by the Los Angeles City Council and approval as to form by the City Attorney.

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I hereby certify that this Resolution No. _____ is true and correct, as adopted by the Board of Airport Commissioners at its Regular Meeting held on Thursday, June 18, 2026.

<<Board Secretary>>
BOARD OF AIRPORT COMMISSIONERS

**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)

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-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: _____
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-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**

This **FIRST AMENDMENT TO CONTRACT NUMBER DA-5677** (“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 **BIRDI SYSTEMS, 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-5677 (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:

BIRDI SYSTEMS, INC.

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-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: _____
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-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: _____
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-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)

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-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

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-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).

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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).

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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)

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-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: _____
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-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 (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-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: _____

Date: _____

By: _____
Deputy City Attorney

By: _____
John Ackerman
Chief Executive Officer
Department of Airports

ATTEST:

**PARSONS TRANSPORTATION GROUP,
INC.**

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-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: _____
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-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: _____
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-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)

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-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)

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-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: _____
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-5692)
BETWEEN THE CITY OF LOS ANGELES AND WORLDWIDE 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 **WORLDWIDE 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)

Print Name

Print Name

Print Title

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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.