

**SECOND AMENDMENT TO CONTRACT NUMBER DA-5533
BETWEEN THE CITY OF LOS ANGELES AND SERVICEWEAR APPAREL, INC. FOR
THE PURCHASE OF UNIFORMS FOR LOS ANGELES WORLD AIRPORTS**

This **SECOND AMENDMENT TO CONTRACT NUMBER DA-5533** ("Amendment") is made and entered into as of this ____ day of __, 2025 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 **SERVICEWEAR APPAREL, INC.**, a Tennessee corporation ("Contractor"). In this Amendment, LAWA and Contractor may be referred to individually as "Party" and collectively as the "Parties."

RECITALS

WHEREAS, the Parties entered into Los Angeles World Airports Contract Number DA-5533 (the "Agreement") for the supply and delivery of apparel, uniforms, accessories, products, and services (the "Goods") for use at Los Angeles International (LAX) and Van Nuys (VNY) Airports; and

WHEREAS, the Parties entered a First Amendment to increase the not-to-exceed amount of the Agreement from Nine Hundred Fifty Thousand and 00/100 Dollars (\$950,000.00) to One Million Four Hundred Thousand and 00/100 Dollars (\$1,400,000.00); and

WHEREAS, the Parties now desire to enter into a Second Amendment to extend the duration of the Agreement to the earlier to occur of (a) the expiration of the Region 4 ESC Contract and (b) four-and-a-half years to September 13, 2026; and

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 1.1 under "Section 1.0 – Contract Term" is amended and restated as follows:

1.1 The term of this Contract (the "Term") shall commence as of 12:00 a.m. of the Effective Date of March 13, 2022 and expire upon the earlier to occur of (i) the termination of the ESC Contract and (ii) four-and-a-half years following the Effective Date.

Amendment Section 2. Section 2.1 under "Section 2.0 – Scope of Work and Fee" is amended and restated as follows:

2.1 Contractor agrees to provide the Goods to LAWA under the terms and conditions of the ESC Contract, including all exhibits, appendices, plans and specifications. and any addenda thereto. The ESC Contract is attached hereto and incorporated herein as **Exhibits A and A.1**. In the

event of a conflict between the terms and conditions of this Contract and the ESC Contract, all conflicts shall be resolved in favor of this Contract and its amendments, if any, over the ESC 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: _____

By: _____

John Ackerman
Chief Executive Officer
Department of Airports

By: _____
Deputy City Attorney

By: _____

Tatiana Starostina
Chief Financial Officer
Deputy Executive Director
Department of Airports

ATTEST:

**SERVICEWEAR APPAREL,
INC.**

By: Stacy Winn
Signature (Secretary)

Stacy Winn
Print Name

By: Richard A. Reeves
Signature

Richard A. Reeves
Print Name

President

Print Title

[SEAL]



November 7, 2024

Jim Burnett
Chief Development Officer
ServiceWear Apparel, Inc.
7135 Charlotte Pike, Suite 100
Nashville, TN 37209
Email: jburnett@servicewearapparel.com

Re: Renewal Award of Contract #R210102

Dear Mr. Burnett:

Per official action taken by the Board of Directors of Region 4 Education Service Center on October 29, 2024, Region 4 ESC is pleased to announce that ServiceWear Apparel, Inc. has been awarded an annual contract renewal for the following, based on the sealed proposal submitted to Region 4 on January 26, 2021, and subsequent performance thereafter:

Contract

Apparel, Uniforms, Accessories, Products and Services

The contract will expire on May 31, 2026, completing the fifth year of a five-year term contract. The contract is available through OMNIA Partners, Public Sector. Your designated OMNIA Partners, Public Sector contact is Jill Schmitz, at (314) 501-1484 or jill.schmitz@omniapartners.com.

The partnership between ServiceWear Apparel, Inc., Region 4 and OMNIA Partners, Public Sector can be of great help to participating agencies. Please provide copies of this letter to your sales representative(s) to assist in their daily course of business.

Sincerely,

Signed by:
A handwritten signature in black ink that reads "Adam Tabor".

A5A9F62707BB46B...
Adam Tabor, MBA, RTSBA
Director, Procurement

DS
A handwritten signature in black ink that reads "CW".