

OFFICE OF THE CITY ADMINISTRATIVE OFFICER

Date: February 13, 2025

CAO File No. 0150-11120-0003

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 January 16, 2024 and January 22, 2024; referred by the Mayor for a report on January 16, 2024

Subject: **RESOLUTION NO. 28089 AND PROPOSED SIXTH AMENDMENT TO TERMINAL MEDIA OPERATOR CONCESSION AGREEMENT NO. LAA-8796 BETWEEN LOS ANGELES WORLD AIRPORTS AND JCDECAUX AIRPORT INC. FOR DEVELOPMENT OF INDOOR ADVERTISING, SPONSORSHIP, AND EMERGING MEDIA OPPORTUNITIES AT THE LOS ANGELES INTERNATIONAL AIRPORT**

RECOMMENDATION

That the Mayor:

1. Approve Los Angeles World Airports (LAWA) Board Resolution No. 28089 authorizing a Sixth Amendment to Terminal Media Operator Concession Agreement No. LAA-8796 for the development of advertising, sponsorship, and emerging media opportunities with JCDecaux Airport Inc. extending the term by one year to December 31, 2026, with an additional one-year renewal option for a total term of 14 years from January 1, 2014 to December 31, 2027;
2. Adopt the January 22, 2024 Board of Airport Commissioners (Board) determination in Resolution No. 28089 that this 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; and
3. Authorize the LAWA Chief Executive Officer, or designee, to execute the proposed Sixth Amendment upon approval as to form by the City Attorney and approval by the Council.

SUMMARY

The Los Angeles World Airports (LAWA, Department) Board of Airport Commissioners (Board) requests approval of a proposed Sixth Amendment (Amendment) to Terminal Media Operator Concession Agreement (TMO Agreement) No. LAA-8796 with JCDecaux Airport Inc. (JCDecaux) for the development of indoor advertising, sponsorship, and emerging media opportunities at the

Los Angeles International Airport (LAX). The TMO Agreement was first approved by the Board in 2013 and has generated more than \$274 million in revenue to date. The current Agreement will expire on December 31, 2025 and the proposed Amendment will extend the term by one year to December 31, 2026, with an additional one-year renewal option for a total term of 14 years. LAWA anticipates at least \$33 million in revenue each year over the term of the Agreement.

The proposed Amendment is subject to approval as to form by the City Attorney. Pursuant to Charter Section 606 and Los Angeles Administrative Code 10.5, Council approval is required because the total term of the concession agreement, including the proposed Amendment, exceeds five years. Our office has reviewed the request and recommends approval.

BACKGROUND

In 2012, the Department released a Request for Qualifications (RFQ) to obtain the services of a Terminal Media Operator or TMO for LAX. In 2013, the Board directed LAWA staff to re-issue the RFQ and two proposals were received. The evaluation panel ranked the proposals and recommended award of the Agreement to the partnership of JCDecaux, Airport Sponsorships, and Time Warner.

Original TMO Agreement - The Board approved the award of the original TMO Agreement for a term of seven years and one three-year renewal option on December 2, 2013. Council approved the Agreement on December 11, 2013 (C.F. 13-1619). JCDecaux is a Paris, France-based advertising corporation and is considered the largest in the world. The TMO Agreement allows JCDecaux to develop and provide advertising and sponsorship locations throughout LAX, maintain and create content for the Tom Bradley International Terminal (TBIT) Integrated Emerging Media System (IEMS), and enhance the guest experience through passenger amenities associated with sponsorships such as pop-up shops.

The original Agreement required that JCDecaux:

- Invest a minimum of \$21.5 million to develop and operate additional facilities and equipment to encourage the sale of advertising and sponsorship at LAX;
- Provide LAWA with guaranteed revenues exceeding \$180 million over the term of the agreement;
- Provide LAWA with over \$50 million in revenue from forecast sales and proposed percentage fees over the term of the agreement; and,
- Develop, maintain, and operate the TBIT IEMS and other existing LAWA-owned media assets.

The Department states that the partnership between JCDecaux, Airport Sponsorships, and Time Warner has since been dissolved. As ownership of the TMO has not changed, an amendment was

not needed to reflect the dissolution.

Since 2013, there have been five amendments to the Agreement. The first and second amendments, approved by the Board in 2018 and 2019 respectively, revised language in the Agreement. The third and fourth amendments were approved by the Board in 2020 to revise payment terms and extend the term by 24 months as part of the Concessionaire Relief Program that resulted from the COVID-19 pandemic. The Board approved the fifth amendment to the Agreement in 2021 which extended the revised payment terms as the result of the ongoing pandemic. The Agreement has generated over \$274 million to date with an average of \$25 million per year. The current Agreement expires on December 31, 2025.

Sixth Amendment – On January 22, 2024, the Board approved the proposed Sixth Amendment to TMO Agreement No. LAA-8796 with JCDecaux to extend the term by one year and an additional one-year renewal option for a total term of 14 years. Also included in the proposed Amendment is an increase of \$1.5 million in the Reinvestment Commitment from \$3.5 million to \$5 million per year and updated language to the Civil Rights – Title VI Assurances. As listed in the Basic Information section and further discussed in Section 7.6 of the original agreement, the Reinvestment Commitment is an annual funding commitment to refurbish and maintain existing displays. There are no other changes to the terms or conditions to the Agreement. At least \$33 million in revenue is anticipated each year through the term of the Agreement, including the current year.

The additional two years will allow LAWA staff time to complete projects that will impact the available advertising inventory. An accurate inventory is needed for the scope of a new RFP. Pending projects include advertising and sponsorship opportunities along the Automated People Mover route, LAX Economy Parking, and the Consolidated Rent-A-Car Facility such as the TBIT refresh, Landscaping Program, and update to the LAX Sign District. Once the inventory is complete, LAWA staff can issue a new RFP. Without the additional time provided by the Amendment, the Department would have to issue the RFP now as a minimum of nine to 12 months are still needed to complete the process and execute a new agreement.

Alternatives Considered – There is no alternative to the proposed Amendment. Without the additional term extension, the required inventory of advertising spaces may not be accurate and result in less revenue from the subsequent agreement.

CITY COMPLIANCE

Small Business Enterprise (SBE), Local Business Enterprise (LBE), Local Small Business Enterprise (LSBE), and Disabled Veterans Business Enterprise (DVBE) Participation – The City's SBE/LBE/LSBE/DVBE program participation requirements are not applicable to this Agreement. However, the Agreement contains language regarding LAWA's Airport Concessions Disadvantaged Business Enterprise (ACDBE) participation which is similar. The ACDBE participation requirement is ten percent and the Department states that JCDecaux meets the requirement.

Charter Section 1022 – On December 2, 2013, the Board adopted the determination that the TMO

Agreement is not subject to the provisions of Charter Section 1022.

California Environmental Quality Act (CEQA) – Issuance of permits, leases, agreements, gate and space assignments, and renewals, amendments or extensions thereof, or other entitlements granting use of existing airport facilities and office space, or its operations, is exempt from CEQA requirements pursuant to Article III, Class (18)(c) of the Los Angeles City CEQA Guidelines.

The proposed amendment is subject to approval as to form by the City Attorney. In accordance with Charter Section 606 and Administrative Code Section 10.5(c), the proposed Amendment requires Council approval because the total term of the Agreement, including the proposed Amendment, exceeds five years. Our Office recommends approval.

FISCAL IMPACT STATEMENT

Approval of the proposed Sixth Amendment to Terminal Media Operator Concession Agreement (TMO Agreement) No. LAA-8796 for development of advertising, sponsorship, and emerging media opportunities with JCDcaux Airport Inc. will have no impact on the City's General Fund. Estimated revenues are estimated to be at least \$33 million each year during the term of the Agreement. The recommendations in this report comply with the Los Angeles Airports' adopted Financial Policies.

Attachment 1 – Board of Airport Commissioners Reports January 16, 2024 and January 22, 2024, Resolution No. 28089, and proposed Sixth Amendment to Lease No LAA-8796 with JCDcaux Airport Inc.

MWS/PJH/JVW:IR/JPQ:10250150



January 16, 2024

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

ATTN: Legislative Coordinator

LAX

Van Nuys

City of Los Angeles

Karen Bass
Mayor

Board of Airport
Commissioners

Karim Webb
President

Matthew M. Johnson
Vice President

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

John Ackerman
Chief Executive Officer

RE: The proposed 6th Amendment to LAA-8796 with JCDecaux Airport Inc.

In accordance with Executive Directive No. 4, we are transmitting a copy of the specified board report for the request to adopt the following report and to approve and execute the proposed Sixth Amendment to Terminal Media Operator Concession Agreement LAA-8796 with JCDecaux Airport, Inc. to extend the contract by one year with an additional one-year option, covering advertising and sponsorship locations at Los Angeles International Airport.

City Council approval is required pursuant to Section 606 of the Los Angeles City Charter.




Sincerely,

A handwritten signature in black ink, appearing to read "Becca Doten", with a stylized flourish at the end.

Becca Doten
Chief of Staff

BD:MSA:ksf



 Report to the BOARD OF AIRPORT COMMISSIONERS		<div style="border: 1px solid black; padding: 5px; display: inline-block; font-size: 2em; font-weight: bold;">3</div> <small>Item Number</small>																									
<p><i>Approver:</i> </p> <p style="text-align: center;">Dave Jones, Deputy Executive Director Commercial Development Division</p> <p><i>Reviewer:</i> <u><i>Hector Huezor for</i></u> <small>Hector Huezor for (Jan 2, 2025 12:02 PST)</small></p> <p style="text-align: center;">Brian C. Ostler, City Attorney</p> <p style="text-align: center;"></p> <p style="text-align: center;">John Ackerman, Chief Executive Officer</p>	<p>Meeting Date</p> <p style="text-align: center;">1/16/2025</p> <p>Needs Council Approval: <input checked="" type="checkbox"/> Y</p> <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 10px;"> <thead> <tr> <th style="text-align: left;">Reviewed for/by</th> <th style="text-align: left;">Date</th> <th style="text-align: left;">Approval Status</th> <th style="text-align: left;">By</th> </tr> </thead> <tbody> <tr> <td>Finance</td> <td>12/20/2024</td> <td><input checked="" type="checkbox"/> Y <input type="checkbox"/> NA</td> <td>JS</td> </tr> <tr> <td>CEQA</td> <td>12/9/2024</td> <td><input checked="" type="checkbox"/> Y</td> <td>VW</td> </tr> <tr> <td>Procurement</td> <td>12/17/2024</td> <td><input checked="" type="checkbox"/> Y <input type="checkbox"/> Cond</td> <td>AF</td> </tr> <tr> <td>Guest Experience</td> <td>12/10/2024</td> <td><input checked="" type="checkbox"/> Y</td> <td>TB</td> </tr> <tr> <td>Strategic Planning</td> <td>12/13/2024</td> <td><input checked="" type="checkbox"/> Y</td> <td>BNZ</td> </tr> </tbody> </table>			Reviewed for/by	Date	Approval Status	By	Finance	12/20/2024	<input checked="" type="checkbox"/> Y <input type="checkbox"/> NA	JS	CEQA	12/9/2024	<input checked="" type="checkbox"/> Y	VW	Procurement	12/17/2024	<input checked="" type="checkbox"/> Y <input type="checkbox"/> Cond	AF	Guest Experience	12/10/2024	<input checked="" type="checkbox"/> Y	TB	Strategic Planning	12/13/2024	<input checked="" type="checkbox"/> Y	BNZ
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SUBJECT

Request to adopt the following report and to approve and execute the proposed Sixth Amendment to Terminal Media Operator Concession Agreement LAA-8796 with JCDecaux Airport, Inc. to extend the contract by one year with an additional one-year option, covering advertising and sponsorship locations at Los Angeles International Airport.

DISCUSSION

1. Purpose

The proposed amendment will extend the term of the Terminal Media Operator Concession Agreement (TMO) by one year with a one-year option. This extension will allow Los Angeles World Airports (LAWA) staff appropriate time to complete several critical planning projects that will impact the future inventory of advertising locations, which are needed to issue a new TMO Request for Proposals (RFP).

2. Prior Related Actions/History of Board Actions

- **December 2, 2013 - Resolution No. 25283**

The Board of Airport Commissioners (Board) approved the award of the TMO Agreement to JCDecaux Airport, Inc. (JCDecaux).

- **April 5, 2018 – Resolution No. 26462**

The Board the First Amendment to the TMO Agreement to correct administrative language.

- **May 16, 2019 – Resolution No. 26774**

The Board approved the Second Amendment to the TMO Agreement to revise language regarding Emerging Media opportunities.

- **April 16, 2020 – Resolution No. 27003**

The Board approved revision of payment terms for all Concession Agreements.

- **October 1, 2020 – Resolution No. 27118**

The Board approved Letter Agreements to revise payment terms and extend the term by two years as part of the Concessionaire Relief Program due to impacts of the COVID-19 pandemic.

- **October 21, 2021 – Resolution No. 27363**

The Board approved concession agreements for retail, food and beverage and service agreements with multiple concessionaires to extend the revised payment terms due to continuing impacts of COVID-19.

3. Background

In December 2013, the Board approved a TMO agreement with JCDecaux to develop and provide advertising and sponsorship locations throughout the airport, maintain and create content for the Tom Bradley International Terminal (TBIT) Integrated Emerging Media System, and enhance the guest experience through passenger amenities associated with sponsorships. The original term of the TMO agreement was seven years, with one three-year option to extend. The agreement was amended in October 2020 to extend the term by 24 months as part of the Concessions Relief Program. The TMO Agreement has generated over \$274 million to date and expires on December 31, 2025.

4. Current Action/Rationale

Current and upcoming LAWA projects will have an impact on the available advertising and sponsorship opportunities inventory throughout the Central Terminal Area and along the Automated People Mover route, including LAX Economy Parking and the Consolidated Rent-A-Car Facility. Some of these projects include the Tom Bradley International Terminal refresh; the Landscaping Program; Wayfinding Design, Branding and Sense of Place; and an update to the current LAX Sign District.

To issue a complete RFP for the new Terminal Media Operator, LAWA must identify an accurate inventory of available spaces. This inventory is critical for potential respondents to fully evaluate and maximize all advertising opportunities and generate the most revenue for LAWA. Staff anticipate that the RFP for both in-terminal and landside advertising LAX will take 9 to 12 months to secure a new operator and fully execute the new agreement. The

proposed amendment will allow for time to confirm the advertising inventory and complete the RFP process.

5. Fiscal Impact

Approval of this item will provide revenue to LAWA of at least \$33 million over the additional term.

6. Alternatives Considered

- ***Take No Action***

Taking no action is not recommended. Without this extension LAWA is at risk of losing potential revenue from a more robust RFP process.

APPROPRIATIONS

No appropriation of funds is required for this action.

STANDARD PROVISIONS

The Board is hereby requested to adopt staff's determination that this item, involving issuance of permits, leases, agreements, or other entitlements granting use of existing facilities at a municipal airport involving negligible or no expansion of operations beyond that previously existing or permitted, is exempt from the requirements of the CEQA pursuant to Article III, Class 1(18)(c) of the Los Angeles City CEQA Guidelines.

The proposed document(s) is/are subject to 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 606.

January 22, 2025

The Honorable City Council
of the City of Los Angeles
(via email)

Subject: Sixth Amendment to Terminal Media Operator
Concession Agreement LAA-8796 with JCDecaux Airport Inc.

Enclosed for your consideration is the Sixth Amendment to Terminal Media Operator Concession Agreement LAA-8796 with JCDecaux Airport Inc., approved by the Board of Airport Commissioners at its January 16, 2025 meeting. There is no impact to the General Fund.

LAX

Van Nuys

City of Los Angeles

Karen Bass
Mayor

Board of Airport
Commissioners

Karim Webb
President

Matthew M. Johnson
Vice President

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

John Ackerman
Chief Executive Officer

RECOMMENDATIONS FOR CITY COUNCIL:

1. Concur with said Board's adoption of staff's determination that this item, involving issuance of permits, leases, agreements, or other entitlements granting use of existing facilities at a municipal airport involving negligible or no expansion of operations beyond that previously existing or permitted, is exempt from the requirements of the CEQA pursuant to Article III, Class 1 (18)(c) of the Los Angeles City CEQA Guidelines; and
2. Approve the Sixth Amendment to Terminal Media Operator Concession Agreement LAA-8796 with JCDecaux Airport Inc. to extend the term by one (1) year, with a one (1)-year extension option, covering advertising and sponsorship locations at Los Angeles International Airport; and
3. Concur with said Board's action on January 16, 2025, by Resolution 28089, authorizing execution of said Sixth Amendment to Terminal Media Operator Concession Agreement LAA-8796 with JCDecaux Airport Inc.

This document and its attachments are advisory only and do not constitute a complete and official submittal to the City Council. The official submittal, including this document and its attachments, will be submitted electronically to the City Council and the Council File Management System pursuant to Charter Section 606 via the City Clerk's website when the file is complete.

Very truly yours,



Grace Miguel, Commission Executive Assistant II
Board of Airport Commissioners Office
Los Angeles World Airports

Enclosures

cc: CAO (Airport Analyst), e-file
CLA (Airport Analyst), e-file



RESOLUTION NO. 28089

WHEREAS, on recommendation of Management, there was presented for approval, Sixth Amendment to Terminal Media Operator Concession Agreement LAA-8796 with JCDecaux Airport Inc. to extend the term by one (1) year, with a one (1)-year extension option, covering advertising and sponsorship locations at Los Angeles International Airport; and

WHEREAS, in December 2013, the Board of Airport Commissioners approved said Terminal Media Operator (TMO) Agreement to develop and provide advertising and sponsorship locations throughout Los Angeles International Airport (LAX), maintain and create content for the Tom Bradley International Terminal (TBIT) Integrated Emerging Media System, and enhance the guest experience through passenger amenities associated with sponsorships. The original term of the TMO Agreement was seven (7) years, with a three (3)-year option to extend. The Agreement was amended in October 2020 to extend the term by twenty-four (24) months as part of the Concessions Relief Program. The TMO Agreement has generated over \$274 million to date and expires on December 31, 2025; and

LAX

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City of Los Angeles

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John Ackerman
Chief Executive Officer

WHEREAS, current and upcoming Los Angeles World Airports (LAWA) projects will have an impact on the available advertising and sponsorship opportunities inventory throughout the Central Terminal Area and along the Automated People Mover route, including LAX Economy Parking and the Consolidated Rent-A-Car Facility. Some of those projects include the TBIT refresh; the Landscaping Program; Wayfinding Design, Branding and Sense of Place; and an update to the current LAX Sign District; and

WHEREAS, the term extension will allow LAWA staff appropriate time to complete several critical planning projects that will impact the future inventory of advertising locations, which are needed to issue a new TMO Request for Proposals (RFP); and

WHEREAS, to issue a complete RFP for the new TMO, LAWA must identify an accurate inventory of available spaces. Said inventory is critical for potential respondents to fully evaluate and maximize all advertising opportunities and generate the most revenue for LAWA. Staff anticipate that the RFP for both in-terminal and landside advertising at LAX will take nine to twelve months to secure a new operator and fully execute the new agreement. The Amendment will allow for time to confirm the advertising inventory and complete the RFP process; and

WHEREAS, the Amendment will provide revenue of at least \$33 million to LAWA over the additional term; 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 606;


NOW, THEREFORE, BE IT RESOLVED that the Board of Airport Commissioners adopted the Staff Report; further adopted staff's determination that this item, involving issuance of permits, leases, agreements, or other entitlements granting use of existing facilities at a municipal airport involving negligible or no expansion of operations beyond that previously existing or permitted, is exempt from the requirements of the CEQA pursuant to Article III, Class 1 (18)(c) of the Los Angeles City CEQA Guidelines; approved the Sixth Amendment to Terminal Media Operator Concession Agreement LAA-8796 with JCDecaux Airport Inc. to extend the term by one (1) year, with a one (1)-year extension option, covering advertising and sponsorship locations at Los



Angeles International Airport; and further approved execution of said Sixth Amendment to Terminal Media Operator Concession Agreement LAA-8796 with JCDecaux Airport Inc. subject to approval as to form by the City Attorney.

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I hereby certify that this Resolution No. 28089 is true and correct, as adopted by the Board of Airport Commissioners at its Regular Meeting held on Thursday, January 16, 2025.

A handwritten signature in blue ink, appearing to read "Grace Miguel", is positioned above the printed name.

Grace Miguel – Secretary
BOARD OF AIRPORT COMMISSIONERS

**SIXTH AMENDMENT
TO
LOS ANGELES INTERNATIONAL AIRPORT
TERMINAL MEDIA OPERATOR
CONCESSION AGREEMENT (LAA-8796)
BETWEEN
THE CITY OF LOS ANGELES DEPARTMENT OF AIRPORTS
AND
JCDECAUX AIRPORT, INC**

This Sixth Amendment to Los Angeles International Airport Terminal Media Operator Concession Agreement No. LAA-8796 (this “Sixth Amendment”) is made and entered into as of _____, 2025 (“Effective Date”) by and between THE CITY OF LOS ANGELES DEPARTMENT OF AIRPORTS, a municipal corporation (“City”), acting by order of and through its Board of Airport Commissioners (“Board”), and JCDECAUX AIRPORT, INC., a Delaware corporation (“Concessionaire”), with reference to the following:

RECITALS

WHEREAS, City and Concessionaire entered into Los Angeles International Airport Terminal Media Operator Concession Agreement (LAA-8796) dated February 1, 2014 (the “TMO Agreement”):

WHEREAS, City and Concessionaire subsequently entered into five amendments:

LAA-8796A First Amendment
LAA-8796B Second Amendment
LAA-8796C Third Amendment
LAA-8796D Fourth Amendment
LAA-8796E Fifth Amendment

WHEREAS, the current term of the Agreement expires December 31, 2025;

WHEREAS the Parties wish to extend the term an additional year, increase the TMO’s Reinvestment Commitment an additional \$1.5 million dollars (\$1,500,000), and provide LAWA an option to extend for an additional year;

WHEREAS, the Mandatory Federal Terms set forth in Attachment 1 are required to be included in this Amendment;

WHEREAS, the parties recognize that major sports events are planned to occur in Los Angeles during the extended term of the Agreement, including, but not limited to, the 2026 World Cup matches scheduled to be held in Southern California (“the Events”);

WHEREAS, the parties acknowledge that the City and its Department of Airports have entered into Agreements with Third Parties to accommodate advertising, concessions and the increase in passengers and activities at Los Angeles International Airport (LAX) associated with the World Cup games;

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

Section 1. The “Expiration Date” of the Agreement shall be December 31, 2026, with LAWA to have one option to extend an additional year upon 90 days written notice in advance of the expiration date.

Section 2. The “Reinvestment Commitment” set forth in Basic Information shall be increased One Million Five Hundred Thousand Dollars (\$1,500,000) from Three Million Five Hundred Thousand Dollars (\$3,500,000) to Five Million Dollars (\$5,000,000).

Section 3. Section 16.15.1 is hereby amended to add the following text:

16.15.1.1 **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.**

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, Concessionaire agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

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

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

16.15.1.3 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. Concessionaire further agrees to comply with all applicable US DOT Standard Title VI/Non-Discrimination, set forth in Attachment 1, attached hereto and made a material term of this Contract, as such requirements may be amended or interpreted by the FAA or the United States Department of Transportation from time to time; specifically, the following clauses as provided in Attachment 1:

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

16.15.1.4 Audit of Subcontracts. LAWA may conduct a review of the Concessionaire's compliance with this section 16.15.1. Concessionaire must cooperate with LAWA throughout the review process by supplying all requested information and documentation to LAWA, making Concessionaire staff and officials available for meetings as requested, and correcting any areas of non-compliance as determined by LAWA.

16.15.1.5 Concessionaire agrees that it shall insert the provisions found in Subsections 16.15.1.1 and 16.15.1.2, inclusive of Attachment 1, in whole, in any solicitation, subcontract, sublease, assignment, license, transfer, or permit, or other instrument, by which said Concessionaire grants a right or privilege to any person, firm, or corporation under this Contract.

Section 4. This Sixth 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 associated 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 Sixth 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 Sixth Amendment had been delivered that had been signed using a handwritten signature. All parties to this Sixth Amendment (i) agree that an electronic signature, whether digital or encrypted, of a party to this Sixth 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 Sixth Amendment based on the foregoing forms of signature. If this Sixth 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.

Section 5. Except as amended and modified as set forth in this Sixth Amendment, the terms and provisions of the Agreement remain the same and in full force and effect.

IN WITNESS WHEREOF, City has caused this Sixth Amendment to be executed on its behalf by the Chief Executive Officer, or his or her authorized signatory, and Concessionaire has caused the same to be executed by its duly authorized officers, all as of the day and year first hereinabove written.

APPROVED AS TO FORM:

HAYDEE FELDSTEIN SOTO
City Attorney

By: _____
Deputy/Assistant City Attorney

Date: _____

CITY OF LOS ANGELES

By signing below, the signatory attests that they have no personal, financial, beneficial, or familial interest in this Contract.

By: _____
Chief Executive Officer
Department of Airports

By: _____
Chief Financial Officer
Department of Airports

APPROVED AS TO FORM:

By: Rachel B. Sherman
Name: Rachel B. Sherman
Title: Associate General Counsel

JCDECAUX AIRPORT, INC.

By: Alan Sullivan
Name: Alan Sullivan / derrick TESNIERE
Title: Co-CEO / CFO

ATTEST:

By: Stacey Ferris Kodak
Name: Stacey Ferris Kodak
Title: Chief Development Officer



ATTACHMENT 1

CIVIL RIGHTS – TITLE VI ASSURANCES

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

- I. **Title VI List of Pertinent Nondiscrimination Acts and Authorities.** During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “Contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:
 - Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
 - 49 CFR part 21 (Non-discrimination in Federally-Assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
 - The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
 - Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
 - The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
 - Airport and Airway Improvement Act of 1982 (49 USC § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
 - The Civil Rights Restoration Act of 1987 (PL 100-259) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
 - Titles II and III of the Americans with Disabilities Act of 1990 (42 USC § 12101, *et seq.*) (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;

The Federal Aviation Administration's Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);
Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs [70 Fed. Reg. 74087 (2005)];
Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC § 1681, et seq).

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

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.

Nondiscrimination: The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

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.

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.

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.

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.