

**SECOND AMENDMENT TO CONTRACT NO. DA-5456 BETWEEN THE CITY OF
LOS ANGELES AND BIRDI SYSTEMS, INC. TO PROVIDE
ON-CALL INFORMATION TECHNOLOGY INFRASTRUCTURE OPERATIONS
SUPPORT SERVICES FOR THE DEPARTMENT OF AIRPORTS**

This SECOND AMENDMENT TO CONTRACT NO. DA-5456 ("Second Amendment") is made and entered into this _____ day of _____, 2023, by and between the CITY OF LOS ANGELES, a municipal corporation, acting by order of and through its Board of Airport Commissioners of the Department of Airports also known as Los Angeles World Airports or LAWA (hereinafter referred to as "City"), and BIRDI SYSTEMS, INC., a California corporation (hereinafter referred to as "Contractor").

RECITALS

WHEREAS, City and Contractor previously entered into Contract No. DA-5456 dated August 26, 2020 ("Contract") for on-call information technology infrastructure operations support services; and

WHEREAS, by letter dated July 19, 2021, City exercised its option to extend the Contract to August 25, 2022; and

WHEREAS, City and Contractor, by mutual agreement, desire to amend the Contract, as set forth in this Second Amendment;

NOW, THEREFORE, the parties hereto, for and in consideration of the terms, covenants and conditions herein contained, City and Contractor do hereby mutually agree that the Contract shall BE AMENDED AS FOLLOWS:

AMENDMENTS

Section 1. Section 1.0 of the Contract is hereby deleted and replaced in lieu thereof with the following:

"The term of this Contract shall commence on August 26, 2020 and shall terminate on December 31, 2025, unless earlier terminated pursuant to Sections 5 and 6 below."

Section 2. The first sentence of Section 3.2 of the Contract is hereby deleted and replaced in lieu thereof with the following:

"The compensation to Contractor shall not exceed Seventeen Million Eight Hundred Forty-One Thousand Seven Hundred Ninety-Five Dollars (\$17,841,795) for the term of the Contract."

Section 3. It is understood and agreed by and between the parties hereto that, except as specifically provided herein, this Second 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 the Contract, and except as expressly amended herein, all of the terms, covenants, and conditions of the Contract shall remain in full force and effect.

Section 4 This Second 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 agreement, and each counterpart shall be deemed an original. The parties hereby acknowledge and agree that electronic records and electronic signatures, as well as facsimile signatures, may be used in connection with the execution of this Second Amendment and electronic signatures, facsimile signatures or signatures transmitted by electronic mail in so-called PDF format shall be legal and binding and shall have the same full force and effect as if a paper original of this Second Amendment had been delivered that had been signed using a handwritten signature. All parties to this Second Amendment (i) agree that an electronic signature, whether digital or encrypted, of a party to this Second 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 Second Amendment based on the foregoing forms of signature. If this Second 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.

IN WITNESS WHEREOF, City has caused this Second 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.

APPROVED AS TO FORM:
HYDEE FELDSTEIN SOTO,
City Attorney

Date: Jun 2, 2023

By: *Cynthia Alexander*
Cynthia Alexander (Jun 2, 2023 10:59 PDT)
Deputy/Assistant City Attorney

CITY OF LOS ANGELES

Date: _____

By: _____
Chief Executive Officer
Department of Airports

By: _____
Chief Financial Officer

ATTEST:

By: *[Signature]*
Signature (Secretary)

Moninder Birdi
Print Name

BIRDI SYSTEMS, INC., a California
corporation

By: *[Signature]*
Signature

Garry Wood
Print Name

Vice President
Print Title

**SECOND AMENDMENT TO CONTRACT NO. DA-5457 BETWEEN THE CITY OF
LOS ANGELES AND DIRECT A/V TO PROVIDE
ON-CALL INFORMATION TECHNOLOGY INFRASTRUCTURE OPERATIONS
SUPPORT SERVICES FOR THE DEPARTMENT OF AIRPORTS**

This SECOND AMENDMENT TO CONTRACT NO. DA-5457 ("Second Amendment") is made and entered into this _____ day of _____, 2023, by and between the CITY OF LOS ANGELES, a municipal corporation, acting by order of and through its Board of Airport Commissioners of the Department of Airports also known as Los Angeles World Airports or LAWA (hereinafter referred to as "City"), and DIRECT A/V, a California corporation (hereinafter referred to as "Contractor").

RECITALS

WHEREAS, City and Contractor previously entered into Contract No. DA-5457 dated August 27, 2020, as amended by the First Amendment to Contract No. DA-5457A dated April 6, 2022 (collectively, "Contract") for on-call information technology infrastructure operations support services; and

WHEREAS, by letter dated August 19, 2021, City exercised its option to extend the Contract to August 26, 2022; and

WHEREAS, City and Contractor, by mutual agreement, desire to amend the Contract, as set forth in this Second Amendment;

NOW, THEREFORE, the parties hereto, for and in consideration of the terms, covenants and conditions herein contained, City and Contractor do hereby mutually agree that the Contract shall BE AMENDED AS FOLLOWS:

AMENDMENTS

Section 1 Section 1.0 of the Contract is hereby deleted and replaced in lieu thereof with the following:

"The term of this Contract shall commence on August 27, 2020 and shall terminate on December 31, 2025, unless earlier terminated pursuant to Sections 5 and 6 below."

Section 2 The first sentence of subsection 3.2 of Section 3.0, Contractor Scope and Fee, is deleted in its entirety and replaced with the following:

"The compensation to Contractor shall not exceed Four Million Four Hundred Nineteen Thousand Five Hundred Thirty-One Dollars (\$4,419,531) for the term of the Contract."

Section 3 It is understood and agreed by and between the parties hereto that, except as specifically provided herein, this Second 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 the Contract, and except as expressly amended herein, all of the terms, covenants, and conditions of the Contract shall remain in full force and effect.

Section 4 This Second 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 agreement, and each counterpart shall be deemed an original. The parties hereby acknowledge and agree that electronic records and electronic signatures, as well as facsimile signatures, may be used in connection with the execution of this Second Amendment and electronic signatures, facsimile signatures or signatures transmitted by electronic mail in so-called PDF format shall be legal and binding and shall have the same full force and effect as if a paper original of this Second Amendment had been delivered that had been signed using a handwritten signature. All parties to this Second Amendment (i) agree that an electronic signature, whether digital or encrypted, of a party to this Second 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 Second Amendment based on the foregoing forms of signature. If this Second 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.

IN WITNESS WHEREOF, City has caused this Second 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.

APPROVED AS TO FORM:
HYDEE FELDSTEIN SOTO,
City Attorney

Date: Jun 2, 2023

By: Cynthia Alexander
Cynthia Alexander (Jun 2, 2023 10:58 PDT)
Deputy/Assistant City Attorney

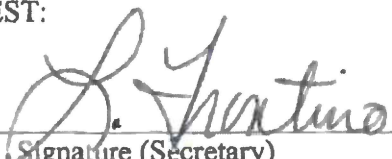
CITY OF LOS ANGELES

Date: _____

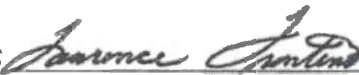
By: _____
Chief Executive Officer
Department of Airports

By: _____
Chief Financial Officer

ATTEST:

By: 
Signature (Secretary)
Lori Frontino
Print Name

DIRECT A/V, a California corporation

By: 
Signature
Lawrence Frontino
Print Name
Vice President
Print Title