

**FIRST AMENDMENT TO CONTRACT NO. DA-5149  
BETWEEN CITY OF LOS ANGELES DEPARTMENT OF AIRPORTS  
AND JONES LANG LASALLE BROKERAGE, INC.  
FOR ON-CALL PROFESSIONAL SERVICES  
[ALL LAWA AIRPORT / REAL PROPERTY HOLDINGS]**

THIS FIRST AMENDMENT TO THE CONTRACT (this "First Amendment") is made and entered into as of \_\_\_\_\_ (the "Amendment Effective Date") between the City of Los Angeles, acting by and through its Board of Airport Commissioners ("Board") of the Los Angeles World Airports ("LAWA"), a department of the City of Los Angeles (collectively, "City"), and JONES LANG LASALLE BROKERAGE, INC., a Texas corporation ("Contractor"). City and Contractor are each a "Party" to this First Amendment, and collectively are referred to herein as "Parties". Los Angeles International Airport, Van Nuys Airport and Palmdale are collectively referred to herein as "Airport".

**RECITALS**

The Parties hereby acknowledge and agree that their respective decisions to enter into this First Amendment are premised on the following recitals which set forth certain facts upon which the Parties agree:

A. City and Contractor entered into a Contract dated November 21, 2016 for on-call professional and expert real estate appraisal consulting services with respect to the Airport, which contract was designated as contract number DA-5149 (the "Contract"). Unless otherwise specified, all capitalized terms in this First Amendment shall have their meanings as set forth in the Contract.

B. The Contract was for a term of three (3) years commencing on the notice to proceed, which was issued on January 1, 2017.

C. The Parties have agreed to extend the term of the Contract under the terms and conditions of this First Amendment.

**AGREEMENT**

NOW, THEREFORE, in consideration of the promises and the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

**Section 1. Term of the Contract.** Article 1, Section 1.1 of the Contract is hereby deleted in its entirety and replaced with the following:

"1.1 The term of this Contract shall be for a period of four (4) years, commencing on City's issuance of a Notice to Proceed, and shall expire four (4) years thereafter, subject to earlier termination pursuant to the terms of this Contract or extended by an Amendment thereto.

Either party may terminate this Contract, with or without cause, upon giving the other party thirty (30) days advance written notice.”

**Section 2. Effect of This First Amendment.** Except as modified by this First Amendment, the Contract is hereby ratified and confirmed and all other terms of the Contract shall remain in full force and effect, unaltered and unchanged by this First Amendment. If there is any conflict between the provisions of this First Amendment and the provisions of the Contract, the provisions of this First Amendment shall prevail. Whether or not specifically amended by this First Amendment, all terms and provisions of the Contract are amended to the extent necessary to give effect to the purpose and intent of this First Amendment.

**Section 3. Integration; No Third Party Beneficiaries.** No provisions of the First Amendment may be further amended or added to except by a written agreement signed by the Parties or their respective successors-in-interest. Except as expressly provided for herein, this First Amendment is not intended to confer upon any person other than the Parties any rights or remedies hereunder.

**Section 4. Governing Law; Interpretation.** This First Amendment shall be governed by, and construed in accordance with, the laws of the State of California. The Contract and this First Amendment are subject to the provisions of the Los Angeles Administrative Code. Each Party represents and warrants that this First Amendment has been negotiated and drafted at arms length by equally sophisticated parties, and any ambiguity cannot be attributed to either Party hereto. If any provision of this First Amendment, or the application thereof to any persons or circumstances, shall be invalid or unenforceable, the remainder of this First Amendment shall not be affected thereby, and each provision of this First Amendment shall be valid and shall be enforceable to the fullest extent permitted by law.

**Section 5. Rights of United States Government; National Emergency.** The Contract and this First Amendment shall be subordinate to the provisions and requirements of any existing or future agreement(s) between City and the United States relative to the development, operation or maintenance of LAX, including but not limited to Airport Grant Assurances. Furthermore, the Contract and this First Amendment shall be subject to whatever right the United States Government now has or in the future may have or acquire affecting the control, operation, regulation, taking over, or use (whether exclusive or nonexclusive) of LAX during war or a national emergency.

**Section 6. Counterparts.** This First Amendment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute one and the same instrument. The signature page of any counterpart may be detached therefrom without impairing the legal effect of the signature(s) thereon provided such signature page is attached to any other counterpart identical thereto except having additional signature pages executed by other parties to this First Amendment attached thereto.

**SIGNATURE BLOCKS**

IN WITNESS WHEREOF, the parties hereto have themselves or through their duly authorized officers caused this Contract to be executed as of the day and year hereinbelow written.

**APPROVED AS TO FORM:**  
MICHAEL N. FEUER,  
City Attorney

**CITY OF LOS ANGELES**

Date: 1/6/20

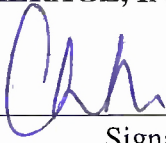
By:   
Deputy/Assistant City Attorney

By \_\_\_\_\_  
Chief Executive Officer  
Department of Airports

**ATTEST:**

**JONES LANG LASALLE  
BROKERAGE, INC.**

By \_\_\_\_\_  
Secretary (Signature)

By   
Signature

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

CHARLIE SMITH  
Print Name

[SEAL]

COO LA BROKERAGE  
Print Title