

**FIRST AMENDMENT
TO
MUSICAL ARTS AND CULTURAL PRODUCTION PROGRAM
AGREEMENT DA-5421
BETWEEN THE
CITY OF LOS ANGELES DEPARTMENT OF AIRPORTS
AND
RUM AND HUMBLE, INC.**

THIS FIRST AMENDMENT to MUSICAL ARTS AND CULTURAL PRODUCTION PROGRAM AGREEMENT DA-5421 with RUM AND HUMBLE (hereinafter referred to as “Agreement”) is entered into and effective this ____ day of ____, 2024, at Los Angeles, California, by and between the **CITY OF LOS ANGELES**, a municipal corporation, (herein after referred to as “City”), acting by order of and through the Board of Airport Commissioners (hereinafter referred to as “Board”) of the Department of Airports, also known as Los Angeles World Airports (hereinafter referred to as “Department” or “LAWA”), and **RUM AND HUMBLE, Inc.** (hereinafter referred to as “CONSULTANT”).

RECITALS

WHEREAS, LAWA and CONSULTANT entered into DA-5421 (hereinafter the “Agreement”) on February 28, 2020, and LAWA issued the Notice to Proceed to CONSULTANT effective July 21, 2021;

WHEREAS, the Agreement term would expire July 20, 2024;

WHEREAS, LAWA and CONSULTANT desire to amend the Agreement to extend the term an additional year with an option for an additional year; add \$190,000 in contract funding per each added year; increase (i) Sound Equipment Rental to \$600 per performance, (ii) Cartage to \$2,800 maximum per year, and (iii) Miscellaneous Expenses to \$4,000 per year; and revise the Consultant’s Cost Proposal.

NOW, THEREFORE, for and in consideration of the covenants and conditions hereinafter contained to be kept and performed by the respective parties hereto, IT IS MUTUALLY AGREED as follows:

AMENDMENTS

Section 1. Section 2.0 is hereby amended as follows:

The phrase “**three (3) years**” is deleted and replaced with the phrase “**four (4) years**”).

The phrase “**The City shall have the option to extend the term for one additional year**” is added as the last sentence in section 2.0.

Section 2. Section 7.1 is hereby amended as follows:

The phrase “**From the effective date of the First Amendment, the approved costs schedule shall include allowable Sound Equipment Rental cost up to \$600 per performance, allowable Cartage costs up to \$2,800 per year and allowable Miscellaneous Expenses to \$4,000 per year**” is added to Section 7.1

Section 3. Section 7.2 is hereby amended as follows:

The amount “**Five Hundred Seventy Thousand Dollars (\$570,000)**” shall be deleted and replaced with the amount “**Seven Hundred Sixty Thousand Dollars (\$760,000)**”

The phrase “**If LAWA exercises the option to extend the term for an additional year, the total compensation to be paid to the Consultant for all services rendered under this contract shall not exceed Nine Hundred Fifty Thousand Dollars (\$950,000.)**” shall be added to Section 7.2

Section 4. Consultant’s Cost Proposal is hereby amended as follows:

Consultant’s Cost Proposal attached to the Agreement is hereby deleted and replaced with “**Consultants’ Cost Proposal**” attached hereto as Exhibit A.

Section 5. Except as amended or modified by this First Amendment, the Agreement is hereby ratified and confirmed and all other terms of the Agreement 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 Agreement, the provisions of this First Amendment shall prevail. Whether or not specifically amended by this First Amendment, all terms and provisions of the Agreement are amended to the extent necessary to give effect to the purpose and intent of this First Amendment.

Section 6. **No Third-Party Beneficiaries.** No provisions of the Agreement or this First Amendment may be amended or added to except by a written agreement signed by the Parties or their respective successors-in-interest. This First Amendment is not intended to confer upon any person other than the Parties, any rights or remedies hereunder.

Section 7. **Governing Law; Interpretation.** This First Amendment shall be governed by, and construed in accordance with, the laws of the State of California. The Agreement 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 8. Counterparts. This First Amendment and any other document necessary for the consummation of the transaction contemplated by this First 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 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 First 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 First Amendment had been delivered that had been signed using a handwritten signature. All parties to this First Amendment (i) agree that an electronic signature, whether digital or encrypted, of a party to this First 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 First Amendment based on the foregoing forms of signature. If this First 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.

THE REMAINDER OF THIS PAGE IS BLANK

IN WITNESS WHEREOF, City has caused this First Amendment to be executed on its behalf by the Chief Executive Officer and Consultant has caused the same to be executed by it duly authorized officers, all as of the day and year first herein above written.

APPROVED AS TO FORM:

CITY OF LOS ANGELES

**HYDEE FELDSTEIN SOTO,
City Attorney**

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

By: _____
Deputy City Attorney

By: _____
**Chief Executive Officer
Department of Airports**

By: _____
**Chief Financial Officer
Department of Airports**

RUM AND HUMBLE, INC.

RUM AND HUMBLE, INC.

By: *Martin Fleischmann*
Signature
Martin Fleischmann
Print Name
President
Print Title

By: *Martin Fleischmann*
Signature
Martin Fleischmann
Print Name
Secretary
Print Title

APPROVED AS TO FORM:

By: _____

EXHIBIT A

Project Manager.....\$175.00/hr.
Production Manager.....\$50.00/hr.
Sound Tech.....\$40.00/hr.
Production Assistant.....\$37.00/hr.
Graphic Designer.....\$175.00/hr.
Photographer.....\$325.00/show

EXHIBIT A

**FIRST AMENDMENT
TO
MUSICAL ARTS AND CULTURAL PRODUCTION PROGRAM
AGREEMENT DA-5422
BETWEEN THE
CITY OF LOS ANGELES DEPARTMENT OF AIRPORTS
AND
FUTURE ROOTS, INC.**

THIS FIRST AMENDMENT to MUSICAL ARTS AND CULTURAL PRODUCTION PROGRAM AGREEMENT DA-5422 with FUTURE ROOTS, INC. (hereinafter referred to as “Agreement”) is entered into and effective this ____ day of ____, 2024, at Los Angeles, California, by and between the **CITY OF LOS ANGELES**, a municipal corporation, (herein after referred to as “City”), acting by order of and through the Board of Airport Commissioners (hereinafter referred to as “Board”) of the Department of Airports, also known as Los Angeles World Airports (hereinafter referred to as “Department” or “LAWA”), and **FUTURE ROOTS, INC.** (hereinafter referred to as “CONSULTANT”).

RECITALS

WHEREAS, LAWA and CONSULTANT entered into DA-5422 (hereinafter the “Agreement”) on February 25, 2020, and LAWA issued the Notice to Proceed to CONSULTANT effective April 23, 2021;

WHEREAS, the Agreement term would expire April 22, 2024;

WHEREAS, LAWA and CONSULTANT desire to amend the Agreement to extend the term an additional year with an option for an additional year; add \$190,000 in contract funding per each added year; increase (i) Sound Equipment Rental to \$600 per performance, (ii) Cartage to \$2,800 maximum per year, and (iii) Miscellaneous Expenses to \$4,000 per year, and revise the Consultant’s Cost Proposal.

NOW, THEREFORE, for and in consideration of the covenants and conditions hereinafter contained to be kept and performed by the respective parties hereto, IT IS MUTUALLY AGREED as follows:

AMENDMENTS

Section 1. Section 2.0 is hereby amended as follows:

The phrase “**three (3) years**” is deleted and replaced with the phrase “**four (4) years**”).

The phrase “**The City shall have the option to extend the term for one additional year**” is added as the last sentence in section 2.0.

Section 2. Section 7.1 is hereby amended as follows:

The phrase “**From the effective date of the First Amendment, the approved costs schedule shall include allowable Sound Equipment Rental cost up to \$600 per performance, allowable Cartage costs up to \$2,800 per year and allowable Miscellaneous Expenses to \$4,000 per year**” is added to Section 7.1

Section 3. Section 7.2 is hereby amended as follows:

The amount “**Five Hundred Seventy Thousand Dollars (\$570,000)**” shall be deleted and replaced with the amount “**Seven Hundred Sixty Thousand Dollars (\$760,000)**”

The phrase “**If LAWA exercises the option to extend the term for an additional year, the total compensation to be paid to the Consultant for all services rendered under this contract shall not exceed Nine Hundred Fifty Thousand Dollars (\$950,000.)**” shall be added to Section 7.2

Section 4. Consultant’s Cost Proposal is hereby amended as follows:

Consultant’s Cost Proposal attached to the Agreement is hereby deleted and replaced with “**Consultants’ Cost Proposal**” attached hereto as Exhibit A.

Section 5. Except as amended or modified by this First Amendment, the Agreement is hereby ratified and confirmed and all other terms of the Agreement 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 Agreement, the provisions of this First Amendment shall prevail. Whether or not specifically amended by this First Amendment, all terms and provisions of the Agreement are amended to the extent necessary to give effect to the purpose and intent of this First Amendment.

Section 6. **No Third-Party Beneficiaries.** No provisions of the Agreement or this First Amendment may be amended or added to except by a written agreement signed by the Parties or their respective successors-in-interest. This First Amendment is not intended to confer upon any person other than the Parties, any rights or remedies hereunder.

Section 7. **Governing Law; Interpretation.** This First Amendment shall be governed by, and construed in accordance with, the laws of the State of California. The Agreement 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 8. Counterparts. This First Amendment and any other document necessary for the consummation of the transaction contemplated by this First 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 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 First 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 First Amendment had been delivered that had been signed using a handwritten signature. All parties to this First Amendment (i) agree that an electronic signature, whether digital or encrypted, of a party to this First 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 First Amendment based on the foregoing forms of signature. If this First 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.

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IN WITNESS WHEREOF, City has caused this First Amendment to be executed on its behalf by the Chief Executive Officer and Consultant has caused the same to be executed by it duly authorized officers, all as of the day and year first herein above written.

APPROVED AS TO FORM:

CITY OF LOS ANGELES

**HYDEE FELDSTEIN SOTO,
City Attorney**

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

**By: _____
Deputy City Attorney**

**By: _____
Chief Executive Officer
Department of Airports**

**By: _____
Chief Financial Officer
Department of Airports**

FUTURE ROOTS, INC.

FUTURE ROOTS, INC.

**By:  _____
Signature**

**By:  _____
Signature**

**Alejandro Cohen

Print Name**

**Alejandro Cohen

Print Name**

**Treasurer/Secretary

Print Title**

**Executive Director

Print Title**

APPROVED AS TO FORM:

By: _____

EXHIBIT A



www.dublab.com
1035 W 24th St.
Los Angeles CA, 90007

Key Staff for LAX Presents	Hourly Rate
Event Producer / Manager	\$72/ hr
Project Manager	\$80/ hr
Production Assists / A/V Technician	\$65/ hr
Graphic Designer	\$60/ hr
Communications & Promotion	\$45/ hr

Eli Welbourne
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Project Manager

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Executive Director