

**FIRST AMENDMENT TO CONTRACT DA-5245
BETWEEN CITY OF LOS ANGELES AND LOS ANGELES TOURISM & CONVENTION
BOARD FOR AIR SERVICE MARKETING, PROMOTIONAL AND DEVELOPMENT
CONSULTING SERVICES FOR LOS ANGELES WORLD AIRPORTS**

This First Amendment to Contract DA-5245 (this "**First Amendment**") is made and entered into as of the _____ (the "Effective Date") by and between CITY OF LOS ANGELES, a California municipal corporation, acting by order of and through its Board of Airport Commissioners ("**City**"), and LOS ANGELES TOURISM & CONVENTION BOARD, a California 501(c)6 nonprofit corporation ("**Consultant**"), referred to herein individually as a "Party" and collectively the "Parties"

RECITALS

A. City and Consultant entered into that certain Contract DA-5245 dated October 19, 2017 (the "**Original Contract**"), whereby Consultant provides to City professional and expert air service marketing, and direct promotional and development consulting services for Los Angeles International Airport ("**LAX**").

B. By this First Amendment, City and Consultant desire to extend the Contract Term and to otherwise amend the Contract on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants contained herein, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, City and Consultant agree as follows:

AGREEMENT

1. **Capitalized Terms.** Unless otherwise defined herein, the capitalized terms used in this First Amendment shall have the same respective meanings ascribed to such terms in the Original Contract.

2. **Extended Term.** City and Consultant hereby agree and acknowledge that the Original Contract Term is scheduled to expire on November 11, 2020 and that City and Consultant are entering into this First Amendment to, among other things, extend the Term of the Original Contract on the terms and conditions set forth herein. City and Consultant hereby agree to extend the Term of the Original Contract for a period of twelve (12) months (the "**Extended Term**"), which shall commence on November 12, 2020 (the "**Extended Term Commencement Date**") and shall expire on November 11, 2021 (the "**Extended Term Expiration Date**"), unless sooner terminated as provided in the Contract.

3. **Fees and Rates.** City and Consultant hereby agree and acknowledge the following: i) under Section 4.2 of the Contract, the total not-to-exceed contract amount is Six Million Dollars (\$6,000,000) and ii) as of the Effective Date of this First Amendment, City has paid Consultant Three Million Nine Hundred Sixty-two Thousand Five Hundred and Three Dollars (\$3,962,503). Notwithstanding the foregoing or any provision to the contrary in the Contract, City and Consultant hereby agree and acknowledge that during the entirety of the Extended Term the total contract amount to be paid by City to Consultant, for all of Consultant's services, in accordance with Section 4 of the Contract, shall not exceed the amount of Five Hundred Thousand Dollars (\$500,000).

4. Notices to Consultant. As of the Effective Date of this First Amendment, written notice to Consultant, with a copy to the City Attorney, shall be given by registered or certified mail, postage prepaid, and addressed to:

**Patti MacJennett, Senior VP External and Cultural Affairs
(213) 280-6800
633 W. 5th St., Suite 1800
Los Angeles, CA 90071**

5. Estoppel. Consultant warrants, represents and certifies to City that as of the Effective Date of this First Amendment: (a) City is not in default under the Original Contract; (b) City does not owe any compensation to Consultant; and (c) Consultant does not have any defenses or offsets to performance of its obligations under the Original Contract as and when the same becomes due.

6. Electronic Signature. 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 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 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.

7. Contract in Full Force. Except as amended and modified by this First Amendment, all of the terms and provisions of the Original Contract shall apply during the Extended Term and shall remain the same and in full force and effect. Consultant ratifies the Original Contract, as amended hereby.

[Remainder of this Page Intentionally Left Blank; Signature Page Follows]

IN WITNESS WHEREOF, City and Consultant have caused this First Amendment to be executed as of the Effective Date first above written.

"City:"
CITY OF LOS ANGELES,
a California municipal corporation, acting by
order of and through its Board of Airport
Commissioners

By: _____
Justin Erbacci, Chief Executive Officer, LAW

By: _____
Tatiana Starostina, Chief Financial Officer,
LAWA

"Consultant:"
LOS ANGELES TOURISM & CONVENTION
BOARD, a California 501(c)6 nonprofit
corporation

DocuSigned by:
By: Patti MacJennett
0F0242AACF5448D...

Name: Patti MacJennett

Title: Senior Vice President, External and
Cultural Affairs

DocuSigned by:
By: Adam Burke
764F158C245244C...

Name: Adam Burke

Title: President & CEO

APPROVED AS TO FORM:

Michael N. Feuer, City Attorney

Date: December 11, 2020

By: Timothy S.
Deputy/Assistant City Attorney