

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

This Second Amendment to Contract DAA-5245 (this "**Second Amendment**") is made and entered into as of the _____ day of _____, 2021 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 TOURSIM AND CONVENTION BOARD, a California 501(c)6 nonprofit corporation ("**Consultant**").

RECITALS

A. City and Consultant entered into that certain Contract DAA-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 Second Amendment, City and Consultant desire to extend the Contract Term and to otherwise amend the Contract on the terms and conditions set forth herein without a competitive bidding process because obtaining proposals for these services is not reasonably practicable and compatible with the City's interest due to the COVID-19 global pandemic and LAWA's plan to transition certain responsibilities to LAWA staff over the next twelve (12) months.

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 Second Amendment shall have the same respective meanings ascribed to such terms in the Contract.

2. Extended Term. City and Consultant hereby agree and acknowledge that the Contract Term is scheduled to expire on November 11, 2021 and that City and Consultant are entering into this Second Amendment to, among other things, extend the Term of the Contract on the terms and conditions set forth herein. City and Consultant hereby agree to extend the Term of the Contract for a period of twelve (12) months (the "**Extended Term**"), which shall commence on November 12, 2021 (the "**Extended Term Commencement Date**") and shall expire on November 11, 2022 (the "**Extended Term Expiration Date**"), unless sooner terminated as provided in the Contract.

3. Fees and Rates. City and Consultant hereby agree and acknowledge to the following that under Section 4.2 of the Contract, the total not-to-exceed contract amount is Six Million Dollars (\$6,000,000). 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 Seven Hundred Fifty Thousand Dollars (\$750,000). The Anticipated Budget Expenditure, attached

hereto as **Exhibit A**, is incorporated herein by reference. The parties hereby agree and acknowledge that **Exhibit A** is merely an estimate of anticipated costs for the services listed therein in accordance with the Contract terms and conditions.

4. Notices to Consultant. As of the date of this Second 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 Mac Jennett, 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 date of this Second Amendment: (a) City is not in default under the 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 Contract as and when the same becomes due.

6. Electronic Signature. This Second Amendment and any other document necessary for the consummation of the transaction contemplated by 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.

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

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IN WITNESS WHEREOF, City and Consultant have caused this Second Amendment to be executed as of the 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, LAWA

By: _____
Tatiana Starostina, Chief Financial Officer,
LAWA

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



By: _____

Name: Patti MacJennet

Title: Chief External Affairs Officer

By: _____

Name: _____

Title: _____

APPROVED AS TO FORM:

Michael N. Feuer, City Attorney

Date: _____

By: Link Nguyen
Deputy/Assistant City Attorney