

**SECOND 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 SECOND AMENDMENT to MUSICAL ARTS AND CULTURAL PRODUCTION PROGRAM AGREEMENT DA-5421 with RUM AND HUMBLE, INC. (hereinafter referred to as "Agreement") is entered into and effective this \_\_\_\_ day of \_\_\_\_, 2025, 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" or "CONTRACTOR").

**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 initial Agreement term would have expired July 21, 2024;

**WHEREAS**, on June 24, 2024, LAWA and CONSULTANT entered into the First Amendment to 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.

**WHEREAS**, LAWA and CONSULTANT wish to Amend the Agreement to exercise the option to extend the term for an additional year, add \$25,000 in contract funding, and revise the Consultant's Cost proposal as set forth herein.

**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 "four (4) years" is deleted and replaced with the phrase "five (5) years".

The phrase "The City shall have the option to extend the term for one additional year" added as the last sentence in section 2.0. by the First Amendment is deleted.

**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 deleted and replaced with the following:

**"From the effective date of the Second Amendment, the approved costs schedule shall include allowable Sound Equipment Rental cost up to \$618 per performance, allowable Cartage costs up to \$2,884 per year and allowable Miscellaneous Expenses to \$4,120 per year."**

**Section 3.** Section 7.2 is hereby amended as follows:

The amount "Seven Hundred Sixty Thousand Dollars (\$760,000)" is deleted and replaced with the amount "Nine Hundred Seventy-Five Thousand Dollars (\$975,000)."

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

Consultant's Cost Proposal approved by the First Amendment, attached to the Agreement, is hereby deleted and replaced with "Consultants' Cost Proposal" attached hereto as Exhibit A.

**Section 5.** The Mandatory Federal Terms set forth in Attachment One hereto are incorporated into this Agreement as material terms.

**Section 6.** Except as amended or modified by this Second 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 Second Amendment. If there is any conflict between the provisions of this Second Amendment and the provisions of the Agreement, the provisions of this Second Amendment shall prevail. Whether or not specifically amended by this Second Amendment, all terms and provisions of the Agreement are amended to the extent necessary to give effect to the purpose and intent of this Second Amendment.

**Section 7.** **No Third-Party Beneficiaries.** No provisions of the Agreement or this Second Amendment may be amended or added to except by a written agreement signed by the Parties or their respective successors-in-interest. This Second Amendment is not intended to confer upon any person other than the Parties, any rights or remedies hereunder.

**Section 8.**     **Governing Law; Interpretation.** This Second Amendment shall be governed by, and construed in accordance with, the laws of the State of California. The Agreement and this Second Amendment are subject to the provisions of the Los Angeles Administrative Code. Each Party represents and warrants that this Second 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 Second Amendment, or the application thereof to any persons or circumstances, shall be invalid or unenforceable, the remainder of this Second Amendment shall not be affected thereby, and each provision of this Second Amendment shall be valid and shall be enforceable to the fullest extent permitted by law.

**Section 9.**     **Counterparts.** 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 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 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.

**THE REMAINDER OF THIS PAGE IS BLANK**

IN WITNESS WHEREOF, City has caused this Second 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:**  
**HYDEE FELDSTEIN SOTO,**  
City Attorney

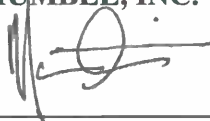
**CITY OF LOS ANGELES**  
By signing below, the signatory  
attests that they have no personal,  
financial, beneficial, or familial  
interest in this Contract.

By: \_\_\_\_\_  
Deputy City Attorney

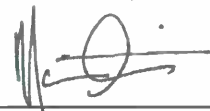
By: \_\_\_\_\_  
Chief Executive Officer  
Department of Airports

By: \_\_\_\_\_  
Chief Financial Officer  
Department of Airports

**RUM AND HUMBLE, INC.**

By:  \_\_\_\_\_  
Signature  
Martin Fleischmann  
\_\_\_\_\_  
Print Name  
President  
\_\_\_\_\_  
Print Title

**RUM AND HUMBLE, INC.**

By:  \_\_\_\_\_  
Signature  
Martin Fleischmann  
\_\_\_\_\_  
Print Name  
Secretary  
\_\_\_\_\_  
Print Title

**APPROVED AS TO FORM:**

By: \_\_\_\_\_

## **ATTACHMENT ONE**

## MANDATORY FEDERAL TERMS

### CIVIL RIGHTS – TITLE VI ASSURANCES

1.1 Civil Rights – General; Civil Rights – Title VI Assurances - 49 CFR § 21.7 (a)(1); 49 CFR Part 21 Appendix C (b); and as amended or interpreted from time to time.

1.1.1 Civil Rights – General – 49 USC § 47123, derived from the Airport and Airway Improvement Act of 1982, Section 520. *In all its activities within the scope of its airport program, the Contractor agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.*

*This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.*

1.1.1.1 *The above provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract. If the Contractor transfers its obligation to another, the transferee is obligated in the same manner as the Contractor. The above provision obligates the Contractor for the period during which the property is owned, used or possessed by the Contractor and the airport remains obligated to the Federal Aviation Administration.*

1.1.2 Civil Rights – Title VI Assurances – 49 USC § 47123, FAA Order 1400.11, and U.S. Department of Transportation Order DOT 1050.2, Standard Title VI Assurances and Nondiscrimination Provisions, effective April 24, 2013. Contractor further agrees to comply with all applicable US DOT Standard Title VI/Non-Discrimination, set forth below and made a material term of this Contract, as such requirements may be amended or interpreted by the FAA or the United States Department of Transportation from time to time; specifically, the following clauses as provided in Attachment One:

- a. Title VI List of Pertinent Nondiscrimination Acts and Authorities
- b. Compliance with Nondiscrimination Requirements

1.1.3 Audit of Subcontracts. LAVA may conduct a review of the Contractor's compliance with this subsection 1.1. Contractor must cooperate with LAVA throughout the review process by supplying all requested information and documentation to LAVA, making Contractor staff and officials available for meetings as requested, and correcting any areas of non-compliance as determined by LAVA.

1.1.4 Contractor agrees that it shall insert the provisions found in Subsections 1.1.1 and 1.1.2, inclusive of the list below in whole, in any solicitation, subcontract, sublease, assignment, license, transfer, or permit, or other instrument, by which said Contractor grants a right or privilege to any person, firm, or corporation under this Contract.

**Civil Rights – Title VI Assurances.** In accordance with, and as amended or interpreted from time to time, 49 USC § 47123, FAA Order 1400.11, and U.S. Department of Transportation Order DOT 1050.2, Standard Title VI Assurances and Nondiscrimination Provisions, effective April 24, 2013.

- I. **Title VI List of Pertinent Nondiscrimination Acts and Authorities.** During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “Contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:
  - Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
  - 49 CFR part 21 (Non-discrimination in Federally-Assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
  - The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
  - Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
  - The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
  - Airport and Airway Improvement Act of 1982 (49 USC § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
  - The Civil Rights Restoration Act of 1987 (PL 100-259) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
  - Titles II and III of the Americans with Disabilities Act of 1990 (42 USC § 12101, *et seq.*) (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
  - The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
  - Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);



Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs [70 Fed. Reg. 74087 (2005)];

Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC § 1681, et seq).

II. Compliance with Nondiscrimination Requirements. During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “Contractor”), agrees as follows:

**Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

**Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

**Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor’s obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

**Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by LAWA or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to LAWA or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.



Sanctions for Noncompliance: In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, LAWA will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

- a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
- b. Cancelling, terminating, or suspending a contract, in whole or in part.

Incorporation of Provisions: The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as LAWA or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request LAWA to enter into any litigation to protect the interests of LAWA. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

## EXHIBIT A



3373 Cabrillo Boulevard  
Los Angeles, CA 90066

310.392.0844  
concerts@rumandhumble.com

COST PROPOSAL 2025-2026

Project Manager.....	\$180.25/hr.
Production Manager.....	\$51.50/hr.
Sound Tech.....	\$41.20/hr.
Production Assistant.....	\$38.11/hr.
Graphic Designer.....	\$180.25/hr.

**SECOND 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 SECOND 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 \_\_\_\_, 2025, 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 its Board of Airport Commissioners (“BOAC”) of the Department of Airports, also known as Los Angeles World Airports (“Department” or “LAWA”), and **FUTURE ROOTS, INC.** (hereinafter referred to as “CONSULTANT” or “CONTRACTOR”).

**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 initial term would have expired April 22, 2024;

**WHEREAS**, LAWA and CONSULTANT entered into the First Amendment to the Agreement on June 24, 2024, to extend the term an additional year with an option for an additional year; added \$190,000 in contract funding per each added year; increased (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 revised the Consultant’s Cost Proposal;

**WHEREAS**, LAWA and CONSULTANT wish to Amend the Agreement to exercise the option to extend the term for an additional year, and revise the consultant cost schedule and the Consultant’s Cost proposal as set forth herein;

**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 “four (4) years” is deleted and replaced with the phrase “**five (5) years**”.

The phrase “**The City shall have the option to extend the term for one additional year**” added by the first amendment is deleted.

**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 deleted and replaced with the following:

**“From the effective date of the Second Amendment, the approved costs schedule shall include allowable Sound Equipment Rental cost up to \$618 per performance, allowable Cartage costs up to \$2,884 per year and allowable Miscellaneous Expenses to \$4,120 per year.”**

**Section 3.** Section 7.2 is hereby amended as follows:

The amount **Seven Hundred Sixty Thousand Dollars (\$760,000)** added by the first amendment is deleted and replaced with the amount **Nine Hundred Fifty Thousand Dollars (\$950,000.)**.

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

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

**Section 4.** The Mandatory Federal Terms set forth in Attachment One hereto are incorporated as a material term into this Agreement.

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

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

**Section 7.** **Governing Law; Interpretation.** This Second Amendment shall be governed by, and construed in accordance with, the laws of the State of California. The Agreement

and this Second Amendment are subject to the provisions of the Los Angeles Administrative Code. Each Party represents and warrants that this Second 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 Second Amendment, or the application thereof to any persons or circumstances, shall be invalid or unenforceable, the remainder of this Second Amendment shall not be affected thereby, and each provision of this Second Amendment shall be valid and shall be enforceable to the fullest extent permitted by law.

**Section 8.**     **Counterparts.** 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 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 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.

**THE REMAINDER OF THIS PAGE IS BLANK**

IN WITNESS WHEREOF, City has caused this Second 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:  
HYDEE FELDSTEIN SOTO,  
City Attorney

CITY OF LOS ANGELES  
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


Date: \_\_\_\_\_

By: \_\_\_\_\_  
Chief Financial Officer  
Department of Airports

FUTURE ROOTS, INC.

By:  \_\_\_\_\_  
Signature  
  
\_\_\_\_\_  
Sarah Shewey  
Print Name  
  
\_\_\_\_\_  
Board President  
Print Title

FUTURE ROOTS, INC.

By:  \_\_\_\_\_  
Signature  
  
\_\_\_\_\_  
Rachel Day  
Print Name  
  
\_\_\_\_\_  
Program Director  
Print Title

APPROVED AS TO FORM:

By: \_\_\_\_\_



**ATTACHMENT ONE**

## MANDATORY FEDERAL TERMS

### CIVIL RIGHTS – TITLE VI ASSURANCES

1.1 Civil Rights – General; Civil Rights – Title VI Assurances - 49 CFR § 21.7 (a)(1); 49 CFR Part 21 Appendix C (b); and as amended or interpreted from time to time.

1.1.1 Civil Rights – General – 49 USC § 47123, derived from the Airport and Airway Improvement Act of 1982, Section 520. In all its activities within the scope of its airport program, the Contractor agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

*This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.*

1.1.1.1 *The above provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract. If the Contractor transfers its obligation to another, the transferee is obligated in the same manner as the Contractor. The above provision obligates the Contractor for the period during which the property is owned, used or possessed by the Contractor and the airport remains obligated to the Federal Aviation Administration.*

1.1.2 Civil Rights – Title VI Assurances – 49 USC § 47123, FAA Order 1400.11, and U.S. Department of Transportation Order DOT 1050.2, Standard Title VI Assurances and Nondiscrimination Provisions, effective April 24, 2013. Contractor further agrees to comply with all applicable US DOT Standard Title VI/Non-Discrimination, set forth below and made a material term of this Contract, as such requirements may be amended or interpreted by the FAA or the United States Department of Transportation from time to time; specifically, the following clauses as provided in Attachment One:

- a. Title VI List of Pertinent Nondiscrimination Acts and Authorities
- b. Compliance with Nondiscrimination Requirements

1.1.3 Audit of Subcontracts. LAWA may conduct a review of the Contractor's compliance with this subsection 1.1. Contractor must cooperate with LAWA throughout the review process by supplying all requested information and documentation to LAWA, making Contractor staff and officials available for meetings as requested, and correcting any areas of non-compliance as determined by LAWA.

1.1.4 Contractor agrees that it shall insert the provisions found in Subsections 1.1.1 and 1.1.2, inclusive of the list below in whole, in any solicitation, subcontract, sublease, assignment, license, transfer, or permit, or other instrument, by which said Contractor grants a right or privilege to any person, firm, or corporation under this Contract.

**Civil Rights – Title VI Assurances.** In accordance with, and as amended or interpreted from time to time, 49 USC § 47123, FAA Order 1400.11, and U.S. Department of Transportation Order DOT 1050.2, Standard Title VI Assurances and Nondiscrimination Provisions, effective April 24, 2013.

- I. **Title VI List of Pertinent Nondiscrimination Acts and Authorities.** During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “Contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:
  - Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
  - 49 CFR part 21 (Non-discrimination in Federally-Assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
  - The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
  - Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
  - The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
  - Airport and Airway Improvement Act of 1982 (49 USC § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
  - The Civil Rights Restoration Act of 1987 (PL 100-259) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
  - Titles II and III of the Americans with Disabilities Act of 1990 (42 USC § 12101, *et seq.*) (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
  - The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
  - Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);

Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs [70 Fed. Reg. 74087 (2005)];

Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC § 1681, et seq).

II. Compliance with Nondiscrimination Requirements. During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “Contractor”), agrees as follows:

**Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

**Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

**Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor’s obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

**Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by LAWA or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to LAWA or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

Sanctions for Noncompliance: In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, LAWA will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

- a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
- b. Cancelling, terminating, or suspending a contract, in whole or in part.

Incorporation of Provisions: The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as LAWA or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request LAWA to enter into any litigation to protect the interests of LAWA. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

## EXHIBIT A



Future Roots Inc. dba dublab  
1035 W 24th St.  
Los Angeles, CA 90007

2.12.2025

To whom it may concern,

DUBLAB would like to submit the following updates to hourly rates of our proposed staff structure.

Project Manager	\$82.40
Events Producer	\$74.16
Events Manager	\$70.00
Production Assist / A/V Technician	\$66.95
Graphic Designer	\$61.80
Communication & Promotion	\$46.35

If you require any additional information, please contact our project manager Eli Welbourne at:  
512.636.3147  
eli@dublab.com

A handwritten signature in cursive script that reads 'Eli Welbourne'.

Eli Welbourne  
Project Manager

Rachel Day  
General Manager