

**PERMIT # 6224070045 FOR FBO RENTAL CAR SERVICES OPERATOR
AT THE CHARLES B. WHEELER DOWNTOWN AIRPORT**

This PERMIT FOR FBO RENTAL CAR SERVICES OPERATOR AT THE CHARLES B. WHEELER DOWNTOWN AIRPORT (“Permit”) is dated as of the _____, and is by and between the CITY OF KANSAS CITY, MISSOURI (“City”), a municipal corporation of the State of Missouri, and Gitibin & Associates, LLC d/b/a Go Rentals, a company organized and existing under the laws of the State of Delaware and authorized to do business in the State of Missouri (“Company.”)

RECITALS

WHEREAS, City owns, controls, and operates the airport known as the Charles B. Wheeler Downtown Airport, in the City of Kansas City, Clay County, Missouri (“Airport”), with the power to grant rights and privileges with respect thereto; and

WHEREAS, Signature Flight Support leases certain ground and improvements at the Airport for the purpose of operating an aviation services business known as a Fixed Based Operation (“Signature FBO”) and has contracted with Company to provide Services to its private aviation customers.

WHEREAS, Company is a luxury rental car service that will provide rental cars to Signature’s private aviation customers at Signature FBO’s Airport facility (the “Services”), and Company provides Services at no other location on Airport.

WHEREAS, Company acknowledges that it is bound and subject to all the terms and conditions of the lease between Signature Flight Support and City;

NOW, THEREFORE, for and in consideration of the privileges, mutual covenants and agreements herein contained, City and Company agree, for themselves, their successors, and assigns, as follows:

**PART I
ARTICLE I
PERMIT RIGHTS**

- 1.1 City hereby grants to Company, and Company hereby accepts from City, the right to provide Services in conjunction with and as an adjunct to Signature FBO located at Airport during the Term. This Permit is not exclusive, and City may award similar permits to other automobile rental companies.

**ARTICLE II
TERM OF PERMIT**

- 2.1 Term. This Permit commencing on June 1, 2024 (“Commencement Date”) shall remain in effect for one (1) year, provided that the Company has performed to the reasonable satisfaction of City as required herein, and shall, after said initial period, automatically be renewed for successive periods of one (1) year each, unless terminated by either party as provided for hereafter, or termination of Signature’s agreement with the City. Permit is not eligible for renewal unless Company is in compliance with all terms and conditions of this Permit, including payment of all fees, interest and charges due.
- 2.2 Termination for Convenience. Either City or Company, if not in default hereunder, may terminate this Permit for convenience without liability to the other for such termination by providing the other thirty (30) days advance written notice. Provided, however, Company’s obligation to pay all sums and fess due as of the date of termination shall survive such termination.

ARTICLE III COMPANY RIGHTS AND RESTRICTIONS

- 3.1 Rights and Privileges. The rights granted to Company hereunder will be expressly limited to maintaining and operating Services at the Airport.
- a) Company shall have the non-exclusive right and privilege to conduct Services at the Airport within the leasehold premises of Signature.
 - b) Company shall have the right for itself, its agents, employees, patrons, suppliers and customers of ingress and egress to and from the Airport, including the use of roadways, subject to law and to such reasonable rules and regulations governing the use of the Airport as the Airport may establish to provide Services.
 - c) Company may as authorized by Signature only stage, store and park vehicles incidental and related to performing Services within Signature leasehold at Airport.
- 3.2 Restrictions.
- a) Company shall not be supplied by the City with a counter, premises, facilities or other space at Airport for the purpose of performing Services under this Permit. Company may complete certain rental car paperwork and Services only within leasehold premises of Signature.
 - b) Company shall not perform any vehicle maintenance, fueling or washing on Airport or Signature leasehold.
 - c) Company prohibited from engaging in the retail sale of vehicles at the Airport.
 - d) Company shall not stage, store, or park any vehicle at the Airport that is inoperable or has visible body damage. Company shall remove any such vehicle within twelve (12) hours of arrival, or of notice from Airport, whichever occurred first.
 - e) Company agrees that the Airport may, at the Company’s expense, tow or otherwise remove any Company vehicle not in compliance with the terms and conditions of this Permit.

- 3.3 Company Personnel. All employees, representatives, contractors and other agents of Company shall conduct themselves in a professional manner and be courteous to the public, passengers and Airport employees or representatives. Obscene gestures or language, threats, physical harm or fighting on the Airport is prohibited. Company will require all employees to have company identification to indicate the fact and nature of their employment. Upon objection from the Airport concerning the conduct or appearance of any such persons, Company shall immediately take all steps necessary to remove the cause of the objection.
- 3.4 City reserves the right to adopt, amend and enforce reasonable rules and regulations governing the Airport and Company's Services.

**ARTICLE IV
RENTALS, FEES AND RELATED PROVISIONS**

- 4.1 Permit Fee. For each calendar month during the Term, Company shall pay to City a monthly Rental Car Provision Permit Fee ("Permit Fee") equal to nine (9%) of Company's Gross Revenue. The Permit Fee will be paid monthly and is due on or before the twentieth (20th) day of the following month. Permit Fee payments shall be made in legal tender of the United States and mailed to the City Treasurer, Attn: Aviation Department, P.O. Box 844124, Kansas City, MO 641184-4124, payable to "City Treasurer".
- 4.2 Monthly Statement. Company will submit a monthly Gross Revenues statement with its Permit Fee payment. The statement signed by a responsible Company accounting officer verify its accuracy. The statement will include number of rentals, be in a format and contain detail acceptable to City to verify and substantiate the Gross Revenues, and Permit Fee calculation.
- 4.3 Gross Revenue. For purpose of this section, means all money and compensation collected by Company from its customers in the exercise of the Permit, whether for cash, on credit or otherwise, of every kind, name and nature arising out of or from Company's Services operations at or from Airport (including any amounts separately stated on any rental agreements on which Company's Fee payable to City is based pursuant to Section 5.1 hereof, and, any other current or future fees or charges which are not expressly excluded herein). The foregoing notwithstanding, Gross Revenue shall specifically exclude:
- a) The amount of any federal, state, or municipal sales taxes separately stated and collected from customers now or hereinafter levied or imposed; and
 - b) Any sums recovered from insurance for damage to automobiles and trucks or other property of Company, or for loss, conversion, or abandonment of such automobiles and trucks; and
 - c) Reimbursements for amounts actually paid for towing, impound fees, tolls and toll violations, parking tickets, windshield replacement, and other governmental fines and fees from its customers to pass through without markup.

- 4.4 Year End Certification. Within one hundred twenty (120) days following the close of each Permit calendar year, Company shall furnish to the City at its sole cost and expense, an audit by independent Certified Public Accountant, or firm of certified public accountants, of monthly Gross Revenues. There shall be no limitation on the scope of the examination that would hinder the auditor in expressing an opinion as to the correctness and completeness of the reported Gross Revenues. The examination must include a schedule of Gross Revenues and fees per month of the Company's operations under this Permit itemized by revenue categories and substantiating any, and all adjustment. Simultaneously with the submission of the audit, Company shall pay to City any additional fees due to City hereunder for such preceding year over and above the amount reported and paid monthly.
- 4.5 Late Payments. Company shall pay a late payment fee equal to one and one-half percent (1.5%) per month of any payment of the Permit Fees or any other fee or charges due hereunder received after ten (10) days following the due date thereof. Assessment of the late payment fee is in addition to any other remedies the City may have under this Permit, at law or in equity. The obligation to pay the outstanding amounts of any fee, including the Permit Fees, or charge shall survive the suspension, revocation or termination of this Permit.
- 4.6 Records and Audit. Company shall maintain and retain all records pertinent to the calculation of Services Gross Revenues for a term of five (5) years that shall begin after the expiration or termination of this Permit and all amendments. City shall have a right to examine or audit all such records and Company shall provide access to City of all such records upon ten (10) days written notice from the City.

**ARTICLE VI
ASSIGNMENT AND TRANSFER**

Company agrees not to assign or transfer this Permit without prior written approval from City.

**ARTICLE VIII
NOTICES**

Except as herein otherwise expressly provided, all notices required by this Permit shall be in writing sent by regular U.S. mail, postage prepaid, commercial overnight courier, or email to the following:

TO City:
Kansas City Aviation Department
Properties and Commercial Development Division
601 Brasilia Avenue
Kansas City, Missouri 64153
Phone: 816-243-3020
Email: Bolivar.Bello@kcmo.org

Email: AV-CommercialDevelopment@kcmo.org

TO COMPANY:

Go Rentals

Kavous Gitibin

Corporate Office

4300 Campus Drive

Suite 100

Newport Beach, CA 92660

Email: Kavous@gorentals.com ;

Email: Compliance@gorentals.com

Copy to:

Briggs Alexander APLC

Lev Zartarian, Esq.

4300 Campus Drive

Ste. 210

Newport Beach, CA 92660

All notices are effective on the date of mailing in the U.S. mail, deposit with an overnight courier or transmission by email.

[Signature page follows]

IN WITNESS HEREOF, the parties hereto for themselves, their successors and assigns, have executed this Permit the day and year first above written.

Gitibin & Associates, LLC
d/b/a Go Rentals

KANSAS CITY, MISSOURI

By: _____
DocuSigned by:
Trissy Pickett
788C01FA5115463
8/14/2024

By: _____

Name: Trissy Pickett

Name: _____

Title: The Vice President of Aviation Development

Title: _____

Approved as to form and legality

By: Charlotte Ferns
Title: Senior Associate City Attorney

Part II

AVIATION DEPARTMENT STANDARD CONDITIONS

I. Definitions.

A. “*Airport*” means Kansas City International Airport and Charles B. Wheeler Downtown Airport, in accordance with the context of this Agreement.

B. “*City*” means City of Kansas City, Missouri.

C. “*Code*” means Kansas City, Missouri Code of Ordinances.

D. “*Contract*” includes any and all City of Kansas City, Missouri, Aviation Department contracts, agreements, leases, licenses, permits, concessions or other documents, however denominated that grant or convey a right or privilege on an Airport, and to which this Exhibit is annexed and made a part thereof.

E. “*Company*” means every lessee, licensee, permittee, concessionaire or other person, firm or corporation exercising a right or privilege on an airport pursuant to a contract, and includes Company’s heirs, personal representatives, successors-in-interest and assigns.

F. “*Director*” means Kansas City, Missouri Director of Aviation.

G. “*Lease*” includes any and all City of Kansas City, Missouri, Aviation Department contracts, agreements, leases, licenses, permits, or other documents, however denominated that grant or convey a right or privilege on an Airport, and to which this Permit annexed and made a part thereof.

H. “*Lessee*” or “*Permittee*” means every lessee, licensee, permittee, concessionaire or other person, firm or corporation exercising a right or privilege on an airport pursuant to a contract, and includes Lessee’s heirs, personal representatives, successors-in-interest and assigns.

II. Premises Use and Ownership.

A. Use. Company will use airport premises only as provided in this Agreement.

B. Title. City shall retain title to the airport.

C. Lessee’s Access to Premises. Company’s access to the airport premises is as provided in this Agreement and according to applicable laws.

D. Signs. No signs or advertising displays exposed to public view will be painted on or erected in any manner on the airport premises.

E. Permits/Licenses. Company will obtain, maintain and pay for all licenses and permits necessary or required by law for the conduct of its business and operations.

III. Assignment, Sublease & Encumbrances.

A. No Right to Assign. Company shall not assign or transfer any part or all of its obligations or interest in this Agreement without the prior written approval of City. If Company shall assign or

transfer any of its obligations or interests under this Contract without the City's prior written approval, it shall constitute a material breach of this Contract.

IV. RESERVED.

V. Waiver.

Except as specifically provided in this Agreement, no provision of this Agreement may be waived, modified or amended except in writing signed by City. If the City shall waive any provision of this Agreement, it shall not operate as the City's waiver of the Company's subsequent breach or noncompliance with the provision. City shall be entitled to invoke any contractual or legal remedy available to City despite any of the City's previous waiver(s) of the Company's breach or noncompliance with the Agreement provisions.

VI. RESERVED.

VII. Insurance and Indemnification.

A. Indemnification. Company shall defend, indemnify, and hold harmless City and any of its agencies, officials, officers, or employees from and against all claims, damages, liability, losses, costs, and expenses, including reasonable attorneys' fees, arising out of or resulting from any acts or omissions in connection with this Agreement, caused in whole or in part by Company, its employees, agents, or subcontractors, or caused by others for whom Company is liable, except Company shall have no obligations for any instances of gross negligence or willful misconduct by City, its agencies, officials, officers, or employees. Company's obligations under this section with respect to indemnification for acts or omissions of City, its agencies, officials, officers or employees shall be limited to the coverage and limits of insurance that Company is required to procure and maintain under this Agreement.

In no event shall the language in this section constitute or be construed as a waiver or limitation of the City's rights or defenses with regard to sovereign immunity, governmental immunity, or other official immunities and protections as provided by the federal and state constitutions or by law.

B. Insurance. Company shall procure and maintain in effect throughout the duration of this Agreement insurance coverage not less than the types and amounts specified in this section. In the event that additional insurance, not specified herein, is required during the term of this Agreement, Company shall supply such insurance at City's cost. Policies containing a Self-Insured Retention are unacceptable to City.

1. Commercial General Liability Insurance with limits of \$1,000,000.00 per occurrence and \$1,000,000.00 aggregate, written on an "occurrence" basis. The policy shall be written or endorsed to include the following provisions:

- (a) Severability of Interests Coverage applying to Additional Insureds
- (b) Contractual Liability
- (c) Per Project Aggregate Liability Limit or, where not available, the aggregate limit shall be \$1,000,000.00
- (d) No Contractual Liability Limitation Endorsement
- (e) Additional Insured Endorsement, ISO form CG20 10, current edition or its equivalent

2. Workers' Compensation Insurance as required by statute, including Employers Liability with limits of:

Workers' Compensation – Statutory

Employers Liability - \$100,000 accident with limits of; \$500,000 disease-policy limit; \$100,000 disease-each employee.

3. Commercial Automobile Liability Insurance with a limit of \$1,000,000.00 per occurrence, covering owned, hired and non-owned automobiles. Coverage provided shall be on an "any auto" basis and written on an "occurrence" basis. This insurance will be written on a Commercial Business Auto form, or acceptable equivalent, and will protect against claims arising out of the operation of motor vehicles, as to acts done in connection with the Agreement.

C. No policy may be canceled until after 30 days written notice of cancellation to City, ten days in the event of nonpayment of premium. The Commercial General and Automobile Liability Insurance specified above shall provide that the City and its agencies, officials, officers and employees, while acting within the scope of their authority, will be named as additional insureds for the services performed under this Lease. Lessee shall provide to City at execution of this Lease a certificate of insurance showing all required endorsements and additional insureds.

D. All insurance coverage must be written by companies that have an A.M. Best's rating of "A-V" or better, and are licensed or approved by the State of Missouri to do business in Missouri.

E. Regardless of any approval by the City, it is the responsibility of Lessee to maintain the required insurance coverage in force at all times; its failure to do so will not relieve it of any contractual obligation or responsibility. In the event of Lessee's failure to maintain the required insurance in effect, City may obtain such insurance and any premiums paid by the City shall be payable by Lessee to the City with the next installment of rent due under the Lease with interest thereon of one and one-half percent (1.5%) per month or may pursue its remedies for breach of this Lease as provided for herein and by law. Lessee understands and agrees that insurance coverages may be reasonably increased or added to in order to protect the City and its property.

F. Lessee shall provide for the prompt and efficient handling of all claims for bodily injury, property damage or theft arising out of the activities of Lessee under this Lease. Lessee agrees that all claims will be handled by a person with a permanent office in the Kansas City metropolitan area.

VIII. City Requirements.

A. Conflicts of Interest. Company certifies that no officer or employee of City has, or will have, a direct or indirect financial or personal interest in this Agreement, and that no officer or employee of City, or member of such officer's or employee's immediate family, either has negotiated, or has or will have an arrangement, concerning employment to perform services on behalf of Company in this Agreement.

B. Earnings Tax/Occupational License Clearance. As a condition precedent to approval of this Agreement, Company shall furnish the City sufficient proof from City's Commissioner of Revenue, dated not more than 60 days before the date furnished to the City, that it is not delinquent for any City earnings or occupational license taxes, including withholdings from its respective employees.

C. Records/Audit.

For purposes of this section:

1. "City" shall mean the City Auditor, the City's Internal Auditor, the City's Director of Civil Rights and Equal Opportunity Department, the City Manager, the City department administering this Contract and their delegates and agents.

2. "Record" shall mean any document, book, paper, photograph, map, sound recordings or other material, regardless of physical form or characteristics, made or received in connection with this Contract and all Contract amendments and renewals.

Company shall maintain and retain all Records for a term of five (5) years that shall begin after the expiration or termination of this Contract and all Contract amendments. City shall have a right to examine or audit all Records and Company shall provide access to City of all Records upon ten (10) days written notice from the City.

IX. Miscellaneous Provisions.

A. Headings; Construction of Lease. The headings of each section of this Lease are for reference only. Unless the context of this Lease clearly requires otherwise, all terms and words used herein, regardless of the number and gender in which used, shall be construed to include any other number, singular or plural, or any other gender, masculine, feminine or neuter, the same as if such words had been fully and properly written in that number or gender. The parties agree that this Agreement shall be construed without regard to any presumption or other rule requiring construction of the Agreement against the party causing the Agreement to be drafted.

B. Merger. This Lease, including any referenced Attachments or Exhibits, constitutes the entire agreement between City and Lessee with respect to this subject matter, and supersedes all prior agreements between City and Lessee with respect to this subject matter, and any such prior agreement shall be void and of no further force or effect as of the date of this Lease.

C. Governing Law. This Agreement shall be construed and governed in accordance with the laws of the State of Missouri without giving effect to Missouri's choice of law provisions. The parties: (1) submit to the jurisdiction of the state and federal courts located in Jackson County, Missouri; (2) waive any and all objections to jurisdiction and venue; and (3) will not raise forum non conveniens as an objection to the location of any litigation.

D. Americans with Disabilities Act. Lessee agrees to comply, during the course of this Agreement, with all provisions of the Americans with Disabilities Act, Public Law 101-336 as well as 28 CFR Parts 35 and 36 and 29 CFR Part 1630, as applicable and as amended from time to time.

E. Rights & Remedies Cumulative. All rights and remedies granted to City herein and any other rights and remedies which City may have at law and in equity are hereby declared to be cumulative and not exclusive, and the fact that the City may have exercised any remedy without terminating this Lease shall not impair City's rights thereafter to terminate or to exercise any other remedy herein granted or to which City may be otherwise entitled.

F. Modification.

1. Unless stated otherwise in this Lease, no provision of this Lease may be waived, modified or amended except by written amendment signed by City and Lessee.

2. No act, conversation or communication with any officer, agent or employee of City, either before or after the execution of this Lease, shall affect or modify any term or terminology of this

Lease and any such act, conversation or communication shall not be binding upon City or Lessee.

G. Severability of Provisions. Except as specifically provided herein, all of the provisions of this Lease shall be severable. In the event that any provision of this Lease is found by a court of competent jurisdiction to be unconstitutional or unlawful, the remaining provisions of this Lease shall be valid unless the court finds the valid provisions of this Contract are so essentially and inseparably connected with and so dependent upon the invalid provision(s) that it cannot be presumed that the parties to this Lease could have included the valid provisions without the invalid provision(s); or unless the court finds that the valid provisions, standing alone, are incapable of being performed in accordance with the intentions of the parties.

H. Binding Effect. This Lease shall be binding upon City and Lessee and their successors in interest.

I. Representations and Warranties. City and Lessee each certify that it has the power and authority to execute and deliver this and to perform this Lease in accordance with its terms.

J. Quality Services Assurance Act. If this Contract exceeds \$160,000.00, Company certifies Company will pay all employees who will work on this Contract in the city limits of Kansas City, Missouri at least \$15.00 per hour in compliance with the City's Quality Services Assurance Act, Section 3-66, Code of Ordinances or City has granted Company an exemption.

K. Compliance With Laws. Company shall comply with all federal, state and local laws, ordinances and regulations applicable to this Agreement. Lessee, at its own expense, shall secure all occupational and professional licenses and permits from public or private sources necessary for the fulfillment of its obligations under this Lease.

L. Force Majeure. Neither party shall be liable to the other for any failure, delay or interruption in the performance of any of the terms, covenants or conditions of this Agreement due to causes beyond the control of that party including, without limitation, strikes, boycotts, labor disputes, embargoes, shortages of material, acts of God, acts of the public enemy, action of superior governmental authority, weather conditions, floods, riots, rebellion, sabotage or any other circumstance for which such party is not responsible or which is not in its power to control.

M. Interpretation. The language of this Lease shall be construed according to its fair meaning, and not strictly for or against either City or Lessee.

N. No Personal Liability. No councilman, director, officer, employee or other agent of either party shall be personally liable under or in connection with this Lease.

O. Time of the Essence. Time is of the essence of this Lease.

P. Affirmative Action. Lessee shall establish and maintain for the term of this Lease an Affirmative Action Program in accordance with the provisions of the Code, the rules and regulations relating thereto and any additions or amendments. Lessee shall not discriminate against any employee or applicant for employment because of race, color, creed or religion, ancestry or national origin, sex, handicap or disability, age, familial status, marital status or sexual orientation, in a manner prohibited by the Code. If Lessee fails, refuses or neglects to comply with the Code, then the failure shall be deemed a total breach of this lease and this Lease may be terminated, canceled

or suspended, in whole or in part, and Lessee may be declared ineligible for any further contracts funded by the City for a period of one year. This is a material term of this Lease.

Q. Independent Contractor. Company is an independent contractor and is not City's agent. Company has no authority to take any action or execute any documents on behalf of City.

R. Employee Eligibility Verification. If this contract exceeds five thousand dollars (\$5,000.00), Company shall execute and submit an affidavit, in a form prescribed by City, affirming that Company does not knowingly employ any person in connection with the contracted services who does not have the legal right or authorization under federal law to work in the United States as defined in 8 U.S.C. § 1324a(h)(3).

Company shall attach to the affidavit documentation sufficient to establish Company's enrollment and participation in an electronic verification of work program operated by the United States Department of Homeland Security(E-Verify) or an equivalent federal work authorization program authorized by the United States Department of Homeland Security to verify information of newly hired employees, under the Immigration Reform and Control Act of 1986.

Company may obtain additional information about E-Verify and enroll at www.dhs.gov/xprevprot/program/gc_1185221678150shtm . For those Companies enrolled in E-Verify, the first and last pages of the E-Verify Memorandum of Understanding that Company will obtain upon successfully enrolling in the program shall constitute sufficient documentation for purposes of complying with this Section. Company shall submit the affidavit and attachments to City prior to execution of the Contract, or at any point during the term of the Contract if requested by City.



Part III

AIRPORT REQUIRED TERMS AND CONDITIONS

SECTION 1. TERMS AND CONDITIONS ESTABLISHED IN THIS SECTION SHALL APPLY REGARDLESS OF MORE PERMISSIVE LANGUAGE IN ANY OTHER SECTION OF THIS CONTRACT.

Changes in contract performance or source of funding may result in the application of additional provisions. The term Contracting Party for purposes of Part III shall include but not be limited to a company, contractors, subcontractors, consultants, subconsultants, and vendors. The term Company may be used interchangeably with Contractor and may allude to a contracting party for non-property-based grants of authority. Concession agreement specific ACDBE requirements are contained in the Concession agreement.

SECTION 2. COMPLIANCE WITH APPLICABLE LAW. By executing this Contract, the Company affirms that the Company and its team members and employees shall comply with all federal, state and local laws, ordinances and regulations applicable to the Contract. This obligation includes compliance with City's nondiscrimination laws, including to the extent applicable including those set out in this agreement and attached to this Contract. Company shall secure all occupational and professional licenses and permits from public and private sources necessary for the fulfillment of its obligations under this Contract.

SECTION 3. DUTIES AND OBLIGATIONS NOT LIMITED. The duties and obligations imposed by this Contract and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

SECTION 4. SCOPE OF WORK LIMITED. This Contract is strictly limited to the scope of work outlined herein. The scope of work cannot be altered except by written amendment or change order incorporating additional provisions. Altering the scope of work to include services funded through Airport Improvement Funds may require additional contractual provisions and obligations and void this contract and any obligations of the City to pay for services provided under the terms of this agreement.

SECTION 5. ACCESS TO RECORDS. The Company must maintain an acceptable cost accounting system. The Company agrees to provide the Owner, the Federal Aviation Administration and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers and records of the Company which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Company agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

SECTION 6. GENERAL CIVIL RIGHTS PROVISIONS. In all its activities within the scope of its airport program, the Company 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. The above provision binds the Contracting Parties and subcontractors from the bid solicitation period through the completion of the contract.

SECTION 7. CIVIL RIGHTS – TITLE VI ASSURANCE

A. TITLE VI Solicitation Notice

The City of Kansas City, Missouri, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, businesses will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award.

B. Title VI List of Pertinent Nondiscrimination Acts and Authorities



During the performance of this contract, the Company, for itself, its assignees, and successors in interest (hereinafter referred to as the “Company”) 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 100-209) (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*).

C. Compliance with Nondiscrimination requirements.

During the performance of this contract, the Company, for itself, its assignees, and successors in interest (hereinafter referred to as the “Company”) agrees as follows:

1. **Compliance with Regulations:** In all its activities within the scope of its airport program, the Company 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.
2. **Nondiscrimination:** The Company, 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 Company 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.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Company 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 Company of the Company’s obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

4. **Information and Reports:** The Company 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 the City of Kansas City 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 Company is in the exclusive possession of another who fails or refuses to furnish the information, the Company will so certify to the City of Kansas City or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a Company’s noncompliance with the non-discrimination provisions of this contract, the City of Kansas City 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 Company under the contract until the Company complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The Company 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 Company will take action with respect to any subcontract or procurement as the City of Kansas City or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Company becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Company may request the City of Kansas City to enter into any litigation to protect the interests of the City of Kansas City. In addition, the Company may request the United States to enter into the litigation to protect the interests of the United States.
7. **Limited English Proficiency.** For persons with Limited English Proficiency (LEP), please contact KCAD Airport Communications Center (ACC) at 816-243-4000 for help to obtain interpreters of many different languages.

SECTION 8. RIGHT TO AMEND. In the event that the Federal Aviation Administration or its successors requires modifications or changes in this Agreement as a condition precedent to the granting of funds for the improvement of the Airport, or otherwise, the Company agrees to consent to such amendments, modifications, revisions, supplements, or deletions of any of the terms, conditions, or requirements of this Agreement as may be reasonably required.

SECTION 9. ADDITIONAL FEDERAL REQUIREMENTS. This Agreement shall be subordinate to the provisions and requirements of any existing or future agreement between the City of Kansas City and the United States relative to the development, operation or maintenance of the airport, including grant agreements.

This Agreement and all the provisions hereof 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 and taking over of any City airport, all or a portion of the airport system, or the exclusive or non-exclusive use of the airport by the United States during the time of war or national emergency.

Company agrees to comply with the notification and review requirements covered in Part 77 of the Federal Aviation Regulations in the event future construction of a building is planned for the premises, or in the event of any planned modification or alteration of any present or future building or structure situated on the premises.

The Company, its officers, administrators, representatives, successors and assigns will not erect on or permit the erection of any structure or object, nor permit the growth of any tree or vegetation on the premises above ground level elevation of eighty (80) feet. In the event the aforesaid covenants are breached, the City reserves the right to enter upon the premises and to remove the offending structure or object and cut the offending tree or vegetation, all of which shall be at the expense of Company.



Company, its officers, administrators, representatives, successors and assigns will not make use of the premises in any manner which might interfere with the landing and taking off of aircraft from the Kansas City Downtown Airport, the Kansas City International Airport, or otherwise constitute a hazard. In the event the aforesaid covenant is breached the City has the right to enter upon the premises and cause the abatement of such interference at the expense of Company.

Company acknowledges that nothing contained in this Contract shall be construed to grant or authorize the granting of an exclusive right within the meaning of 49 USC § 40103(e).

SECTION 10. CLAUSES FOR CONSTRUCTION, USE, AND ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM– License, Permits, Concession on Property Improved Under AIP

A. The (Contractor, grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, “as a covenant running with the land”) that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, contractor, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the List of discrimination Acts And Authorities.

B. With respect to (licenses, leases, permits, right to use under contract, etc.), in the event of breach of any of the above Non-discrimination covenants, City of Kansas City, Missouri, will have the right to terminate the (license, permit, contract, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, contract, etc., as appropriate) had never been made or issued.*

C. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, City of Kansas City, Missouri will there upon revert to and vest in and become the absolute property of City of Kansas City, Missouri and its assigns.

SECTION 11. REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE AIRPORT IMPROVEMENT PROGRAM. Reserved.

SECTION 12. RESTRICTED AREAS SAFETY AND SECURITY. Company will comply with any and all applicable present and future rules, regulations, restrictions, ordinances, statutes, laws and/or orders of any federal, state or local governmental entity regarding airfield security. Company shall fully comply with applicable provisions of the Code of Federal Regulations (CFR) Title 49: Transportation. Company shall fully comply specifically with 49 CFR part 1540 – Civil Aviation Security; 49 CFR part 1542 – Airport Security; 49 CFR part 1544 – Aircraft Operator Security: Air Carriers and commercial Operators (if Company is an air carrier); and 49 CFR part 1546 – Foreign Air Carrier Security (if Company is a foreign air carrier). City has adopted a Security Plan for the Airport approved by the Transportation Security Administration (TSA) pursuant to Department of Transportation (DOT) TSA CFR 49 part 1542. Company agrees to be bound by and follow airport security protocols and training established in accordance with the Airport Security Plan. Any access to the Airport granted to Company shall not be used, enjoyed or extended to any person, entity or vehicle engaged in any activity or performing any act or furnishing any service for or on behalf of the Company that Company is not authorized to engage in or perform under this Contract unless expressly authorized in writing by the Director in accordance with TSA CFR 49 part 1542. In the event Company, its officer, employees, or invitees cause or contribute to unauthorized persons or vehicles entering the air operations areas of the Airport, or otherwise violate the Security Plan or any laws, regulations, rules, etc. governing airport security, and in addition to any other remedies available hereunder, Company shall be liable to City for an amount equal to any civil penalty imposed on City for such violations and hereby agrees to indemnify City for any such federal civil penalties, provided City shall promptly notify Company in writing of any claimed violations so as to permit Company an opportunity to participate in any investigation or proceedings.

SECTION 13. RESERVATIONS. The City reserves the right to further develop or improve the landing area of the airport as it sees fit, regardless of the desires or view of Company and without interference or inference.



The City reserves the right, but shall not be obligated to Company to maintain and keep in repair the landing area of the airport and all publicly-owned facilities of the airport, together with the right to direct and control all activities of Company in this regard.

There is hereby reserved to the City, its successors, assigns and subsequent transferees, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the premises. The public right of flight shall include the right to cause in said airspace any noise inherent in the operation of any aircraft used for navigation or flight through the said airspace or landing at, taking off from or operation from the Kansas City Downtown Airport and/or the Kansas City International Airport.

SECTION 14. ACCOMMODATIONS. Company shall furnish its accommodations and/or services on a fair, equal and not unjustly discriminatory basis to all users thereof and it shall charge fair, reasonable and not unjustly discriminatory prices for each unit or service; provided, that Company may make reasonable and nondiscriminatory discounts, rebates or other similar type of price reductions to patrons.

Company shall insert this requirement in any agreement, contract or other document by which Company grants a right or privilege to any person, firm, or corporation to render accommodations and/or services to the public on the premises herein.

Company warrants that no person shall, on the grounds of race, 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 on or from the Premises, or otherwise be excluded from the benefits offered as a result of this agreement to the general public.

Non-compliance with this provision shall constitute a material breach thereof and in the event of such non-compliance the City of Kansas City shall have the right to terminate this Agreement without liability therefore or at the election of the City of Kansas City or the United States, either or both said governments shall have the right to judicially enforce these provisions.

SECTION 15. AFFIRMATIVE ACTION REQUIREMENTS. Reserved.

SECTION 16. BREACH OF CONTRACT. Reserved.

SECTION 17. BUY AMERICAN PREFERENCE.

A. **BABA.** Reserved.

B. **Construction Materials.** Reserved.

SECTION 18. CLEAR AIR and WATER POLLUTION CONTROL. Reserved.

SECTION 19. CONTRACT WORK HOURS AND SAFETY STANDARDS. Reserved.

SECTION 20. COPELAND ANTI-KICKBACK. Reserved.

SECTION 21. DAVIS BACON REQUIREMENTS. Reserved.

SECTION 22. DEBARMENT AND SUSPENSION. Reserved.

SECTION 23. DISADVANTAGED BUSINESS ENTERPRISE. Reserved.

SECTION 24. DISTRACTED DRIVING. Reserved.

SECTION 25. DOMESTIC PREFERENCES FOR PROCUREMENTS. Reserved.



SECTION 26. EQUAL EMPLOYMENT OPPORTUNITY. Reserved.

SECTION 27. FAIR LABOR STANDARDS ACT. Reserved.

SECTION 28. FOREIGN TRADE RESTRICTION. Reserved.

SECTION 29. LOBBYING FEDERAL EMPLOYEES. Reserved.

SECTION 30. OCCUPATIONAL SAFETY AND HEALTH ACT. Reserved.

SECTION 31. PROHIBITION ON CERTAIN TELECOMMUNICATION AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. Reserved.

SECTION 32. PROHIBITION OF SEGREGATED FACILITIES. Reserved.

SECTION 33. RECOVERED MATERIALS. Reserved.

SECTION 34. RIGHT TO INVENTIONS. Reserved.

SECTION 35. SEISMIC SAFETY. Reserved.

SECTION 36. TAX DELINQUENCY AND FELONY CONVICTION. Reserved.

SECTION 37. TERMINATION OF CONTRACT. Reserved.

SECTION 38. VETERAN'S PREFERENCE. Reserved.

ATTACHMENT C:
Civil Rights and Equal Opportunity Department
Civil Rights and Wage Assurances

Non-discrimination in Employment. Company shall not discriminate against any employee or candidate for employment on the basis of an individual's race, hair texture or hair style associated with an individual's race, color, sex, religion, national origin, or ancestry, disability, sexual orientation, gender identity, age, or in any other manner prohibited by Chapter 38 of the City Code. Company shall not engage in any discrimination as prohibited by Chapter 3 of the City Code.

Ban the Box in Hiring and Promotion.

(a) Pursuant to Section 38-104, City Code Ordinances, Company shall not base a hiring or promotional decision on an applicant's criminal history or sentence related thereto, unless the employer can demonstrate that the employment-related decision was based on all information available including consideration of the frequency, recentness and severity of a criminal record and that the record was reasonably related to the duties and responsibilities of the position.

(b) Notwithstanding subsection (a), Company may inquire about an applicant's criminal history after it has been determined that the individual is otherwise qualified for the position, and only after the applicant has been interviewed for the position. Any such inquiry may be made of all applicants who are within the final selection pool of candidates from which a job will be filled.

(c) This provision shall not apply to positions where employers are required to exclude applicants with certain criminal convictions from employment due to local, state or federal law or regulation.

Title VI of the Civil Rights Act of 1964. Title VI of the Civil Rights Act of 1964 requires that no person in the United States shall, on the grounds of race, color, or national or origin (including limited English proficient individuals), be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. The City of Kansas City, Missouri requires compliance with the requirements of Title VI in all of its programs and activities regardless of the funding source. Company shall not discriminate on the grounds of race, color, or national or origin (including limited English proficient individuals).

Quality Services Assurance Act. If this Contract exceeds \$160,000.00, Company certifies Company will pay all employees who will work on this Contract in the city limits of Kansas City, Missouri at least \$15.00 per hour in compliance with the City's Quality Services Assurance Act, Section 3-66, Code of Ordinances or City has granted Company an exemption pursuant to the Quality Services Assurance Act.



ATTACHMENT C:
Civil Rights and Equal Opportunity Department
Civil Rights and Wage Assurances

Anti-Discrimination Against Israel. If this Contract exceeds \$100,000.00 and Company employs at least ten employees, pursuant to Section 34.600, RSMo., by executing this Contract, Company certifies it is not currently engaged in and shall not, for the duration of this contract, engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel.

Affirmative Action. If this Contract exceeds \$300,000.00 and Company employs fifty (50) or more people, Company shall comply with City's Affirmative Action requirements in accordance with the provisions of Chapter 3 of City's Code, the rules and regulations relating to those sections, and any additions or amendments thereto; in executing any Contract subject to said provisions, Company warrants that it has an affirmative action program in place and will maintain the affirmative action program in place for the duration of the Contract. Company shall not discriminate against any employee or applicant for employment because of race, color, sex, religion, national origin or ancestry, disability, sexual orientation, gender identity or age in a manner prohibited by Chapter 3 of City's Code. Company shall:

- (a) Execute and submit the City of Kansas City, Missouri CREO Affirmative Action Program Affidavit warranting that the Company has an affirmative action program in place and will maintain the affirmative action program in place for the duration of the Contract.
- (b) Submit, in print or electronic format, a copy of Company's current certificate of compliance to the City's Civil Rights and Equal Opportunity Department (CREO) prior to receiving the first payment under the Contract, unless a copy has already been submitted to CREO at any point within the previous two (2) calendar years. If, and only if, Company does not possess a current certification of compliance, Company shall submit, in print or electronic format, a copy of its affirmative action program to CREO prior to receiving the first payment under the Contract, unless a copy has already been submitted to CREO at any point within the previous two (2) calendar years.
- (c) Require any Subcontractor awarded a subcontract exceeding \$300,000.00 to affirm that Subcontractor has an affirmative action program in place and will maintain the affirmative action program in place for the duration of the subcontract.
- (d) Obtain from any Subcontractor awarded a subcontract exceeding \$300,000.00 a copy of the Subcontractor's current certificate of compliance and tender a copy of the same, in print or electronic format, to CREO within thirty (30) days from the date the subcontract is executed.



ATTACHMENT C:
Civil Rights and Equal Opportunity Department
Civil Rights and Wage Assurances

If, and only if, Subcontractor does not possess a current certificate of compliance, Company shall obtain a copy of the Subcontractor's affirmative action program and tender a copy of the same, in print or electronic format, to CREO within thirty (30) days from the date the subcontract is executed.

City has the right to take action as directed by City's Civil Rights and Equal Opportunity Department to enforce this provision. If Company fails, refuses or neglects to comply with the provisions of Chapter 3 of City's Code, then such failure shall be deemed a total breach of this Contract and this Contract may be terminated, cancelled or suspended, in whole or in part, and Company may be declared ineligible for any further contracts funded by City for a period of one (1) year. This is a material term of this Contract.

Compliance with Laws. Company shall comply with all federal, state and local laws, ordinances and regulations applicable to the work and this Agreement. Company shall maintain in effect all the licenses, permissions, authorizations, consents and permits that it needs to carry out its obligations under this Agreement.

Prevailing Wage. If the Agreement exceeds \$75,000.00 and any of the Services performed by Company includes construction, reconstruction, improvement, enlargement, alteration, painting and decorating, or major repair, that is subject to the Missouri Prevailing Wage Law (Section 290.210, RSMo – 290.340, RSMo), Company shall immediately notify the City prior to performing Services so the parties can execute an agreement that incorporates, the appropriate Wage Order. Company shall comply with all requirements of Section 290.210, RSMo – 290.340, RSMo even if Company fails to notify the City.

