REIMBURSEMENT AGREEMENT # 6225010003

BETWEEN THE CITY OF KANSAS CITY AVIATION DEPARTMENT AND

DTG OPERATIONS, INC dba DOLLAR RENT A CAR

THIS REIMBURSEMENT AGREEMENT ("Agreement") is entered into on _____ ("Effective Date") by and between the **CITY OF KANSAS CITY, MISSOURI** (the "City"), a municipal corporation of the State of Missouri, and **DTG OPERATIONS, INC dba DOLLAR RENT A CAR**, ("Company"). Hereinafter the City and Company may be individually referred to as a "**Party**" or collectively as the "**Parties**."

RECITALS

WHEREAS, the City owns, operates and maintains a municipal airport known as KANSAS CITY INTERNATIONAL AIRPORT, in the City of Kansas City, Platte County Missouri ("Airport"); and

WHEREAS, the City desires to encourage and assist in development of activities related to passenger automobile rental services offered at the Airport's Consolidated Rental Car Facilities ("RAC Facilities") that are essential to accommodating passengers arriving at and departing from the Airport; and

WHEREAS, pursuant to Section 6-49 of the Code of Ordinances, RSMo Section 305.210 and Article VI Section 27 of the Missouri Constitution, a per rental day Customer Facility Charge ("CFC") imposed upon the rental of a passenger vehicle by a rental car agency customer has been established at the Airport; and

WHEREAS, Company is fully qualified to and currently operates a Rental Car Concession at the RAC Facilities pursuant to a Rental Car Concession Agreement by and between the Parties executed October 31, 2005 ("Concession Agreement") and a Facilities and Ground Lease Agreement at Kansas City International Airport by and between the Parties executed October 31, 2005 ("Lease"); and

WHEREAS, the City desires for Company to relocate within the RAC Facilities in order to maximize the available space and passenger automobile rental services offered to Airport passengers at the RAC Facilities ("Reallocation Project");

WHEREAS, the City has agreed to reimburse Company for scope of work further described in Exhibit A and associated with Company's relocation within the RAC Facilities utilizing CFCs in an amount not to exceed **$220,000.00** ("Reimbursement Budget").

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

PART I

DEFINITIONS

A. *"Airport"* means Kansas City International Airport and Charles B. Wheeler Downtown

Airport, in accordance with the context of this Lease.

B. *"City"* means City of Kansas City, Missouri.

C. *"Code"* means Kansas City, Missouri Code of Ordinances.

D. *"Contractor"* 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 Contractor's heirs, personal representatives, successors-in-interest and assigns.

F. *"Director"* means Kansas City, Missouri Director of Aviation.

G. *Premises"* means the leasehold or site occupied by Company pursuant to the lease, license or permit that is the subject of this Agreement.

ARTICLE 1

GENERAL OBLIGATIONS

1.01 Company shall relocate all rental operations to new designated facilities and space as further described in Exhibit B. Company shall completely vacate the facilities and space further described in Exhibit C within thirty (30) days of the Effective Date of this Agreement, or at the sole discretion of the Director a written extension is granted, , in accordance with this Agreement, the Concession Agreement, and the Lease. Company shall leave the vacated facilities and space in operational good order and condition, except for reasonable wear and tear after the necessary repair, replacement, restoration or renewal by Company pursuant to its obligations under the Lease, Article IV. All repairs, restorations and renewals made by Company shall be at least equal in quality and class to the original work with respect hereto.

1.02 Company may submit monthly invoices seeking reimbursement for actual costs incurred by Company to the City in accordance with Article 3 and for work performed as described in Exhibit A in furtherance of this Reallocation Project up to the Reimbursement Budget up to one year from the Effective Date.

1.03 The term of this Agreement shall commence on the Effective Date and shall terminate when all of the following events have occurred: (1) the Reallocation Project is completed to the satisfaction of the City; and (2) the City makes final payment to Company as required by this Agreement.

1.04 Nothing herein shall be construed in any way as limiting or superseding Company's and City's rights pursuant to the Concession and the Lease Agreements.

ARTICLE 2

RELOCATION PLANS/PERFORMANCE

2.01 Company shall, subject to the provisions of this Agreement, the Concession Agreement, and the Lease, provide the following, all of which shall be reimbursable to the Company up to the Reimbursable Budget amount, and pursuant to the terms hereof:

(a) All project planning services associated with the Reallocation Project, including the

establishment of a comprehensive phasing plan and schedule for the Reallocation Project;

(b) All project relocation services required to develop the specifications associated with the Reallocation Project;

(c) All services necessary to purchase and procure the materials and equipment required for the Reallocation Project;

(d) All services necessary to acquire any permits and approvals required for the Reallocation Project;

(e) All services required to implement the Reallocation Project; and

(f) Any and all other services, equipment and materials necessary and appropriate for Company to complete the Reallocation Project.

2.02 The Company shall be responsible for maintaining the organizational and administrative capacity to carry out all its duties and responsibilities and understands and agrees that time is of the essence under this Agreement.

2.03 In carrying out its duties and obligations required pursuant to this Agreement, Company shall comply and require its designers, consultants, contractors, subcontractors and suppliers to comply with any and all applicable statutes, laws, ordinances, directions, building codes, regulatory agency orders, directives, Airport rules, regulations, orders and requirements of all governmental authorities including without limitation city, state, municipal, county, federal agencies and courts, the Airport, City and the Federal Aviation Administration ("FAA"), and their departments, boards, bureaus, commissions and officials and such other authority as may have jurisdiction (collectively, "Laws").

2.04 Company shall ensure no liens or claims are filed against the City or Airport property as a result of the Reallocation Project.

2.05 During the term of this Agreement, the City shall have the right to inspect the Reallocation Project, provided such inspections shall not unreasonably interfere with or disturb the Company's business or completion of the Reallocation Project.

ARTICLE 3

REIMBURSEMENT

3.01 Reports for Reimbursement. As a condition precedent to the City's reimbursement, Company shall submit to the City by the tenth (10^{th}) day of each month during the term of the Agreement a report, along with complete and accurate paid invoices for review and approval for reimbursement by the City, that includes:

(a) copies of all invoices subject to this Agreement paid by the Company during the prior month for Exhibit A services performed which Company seeks reimbursement from the City;

(b) a summary of the services performed, or materials furnished or fabricated by the Company, its contractors, and subcontractors during the period covered by the invoice on a detailed, itemized basis;

(c) the total amount due for the services being invoiced;

(d) the amount that the Company is requesting for reimbursement in accordance with Exhibit A;

(e) all supporting documentation and information required by the City to review and approve reimbursement request; and

(f) a copy of the updated Reallocation Project schedules, a monthly status report, and a list of the planned activities for the following month.

3.02 Company's submission of paid invoices for approval under this Article shall constitute a representation and certification by Company that the amount paid on the invoice is true, accurate and comprehensive.

3.03 The City has the sole discretion, which shall not be unreasonably withheld, to approve and reimburse Company's paid invoices for the Reallocation Project. City shall not pay any Invoice from Company unless Company is in compliance with, and not in breach or default of, all terms, covenants and conditions of this Agreement. If damages are sustained by City as a result of breach or default by Company, City may withhold payment(s) to Company for the purpose of set off until such time as the exact amount of damages due to City from Company may be determined. City and Company shall make best efforts to resolve any issues associated with the reports for reimbursement.

3.04 The City shall make direct payment to Company no later than sixty (60) days after receipt of invoice in proper form, correctly computed, and approved monthly invoices submitted by Company. Any delays due to insufficient invoices or end of month reports, as required by Article 3.01, shall reset the applicable payment due date to sixty (60) days from the date on which Company cures all such insufficiencies.

3.05 The City is not liable for any obligation incurred by Company except as approved under the provisions of this Agreement.

ARTICLE 4

RELATIONSHIP OF PARTIES

4.01 Relationship of Parties. The relationship of the Company to the City is and will continue to be that of an independent contractor. No relationship, other than that of an independent contractor will be implied between the parties, or either party's agent, employee, or subcontractor.

4.02 Nonexclusive Agreement. The City may contract with other firms or individuals to obtain the same or similar services to those the Company will provide under this Agreement.

ARTICLE 5

REPAIRS AND MAINTENANCE OF PREMISES

5.01 Applicable Provisions.

1. Company will keep the Premises and all improvements thereon in good repair and in a

clean and orderly condition and appearance, all papers and debris picked up, and the areas immediately adjacent to the exits and entrances clean and orderly and free of obstructions. Company will not do or suffer any material waste or damage, disfigurement or injury to the Premises or any part thereof.

2. City reserves the right but shall not be obligated to Company to maintain and keep in repair all of the common areas of the Airport.

ARTICLE 6

ENVIRONMENTAL REQUIREMENTS

6.01 Company hereby covenants and agrees to comply in all material respects with all-applicable Environmental Laws, Regulations, and obligations of Lease's Article XIII in connection with its use and occupancy of the Premises, or its operations of the facilities.

ARTICLE 7

INSURANCE AND INDEMNIFICATION

7.01 General Indemnification.

(a) For purposes of this Section only, the following terms shall have the meanings listed:

1. Claims means all claims, damages, liability, losses, costs and expenses, court costs and reasonable attorneys' fees, including attorneys' fees incurred by the City in the enforcement of this indemnity obligation.

2. Company's Agents means Company's officers, employees, subcontractors, successors, assigns, invitees, and other agents.

3. City means City, its Agencies, its agents, officials, officers and employees.

(b) Company's obligations under this Section with respect to indemnification for acts or omissions, including negligence, of City, shall be limited to the coverage and limits of insurance that Company is required to procure and maintain under this Agreement.

(c) Company shall defend, indemnify and hold harmless City from and against all claims arising out of or resulting from all acts or omissions in connection with this Agreement caused in whole or in part by Company or Company's Agents, regardless of whether or not caused in part by any act or omission, including negligence, of City. Company is not obligated under this Section to indemnify City for the sole negligence of City.

(d) 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.

7.02 Indemnification for Professional Negligence. If this Agreement is for professional services, Company shall 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 any negligent acts or omissions in connection with this Agreement, caused by Company, its employees, agents, subcontractors, or caused by others for whom Company is liable, in the performance of professional services under this Agreement. Company is not obligated under this Section to indemnify City for the negligent acts of City or any of its agencies, officials, officers, or employees.

7.03 Insurance.

(a) Company shall procure and maintain in effect throughout the term of this Agreement insurance policies with coverage not less than the types and amounts specified in this Section. Company must have:

1. Commercial General Liability Insurance Policy: with limits of $1,000,000 per occurrence and $2,000,000 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 $2,000,000

    d. No Contractual Liability Limitation Endorsement

    e. Additional Insured Endorsement, ISO for CG20 10, current edition, or its equivalent

2. Workers' Compensation Insurance and Employers Liability Policies as required by Missouri law.

3. Commercial Automobile Liability Insurance Policy: with a limit of $1,000,000 per occurrence, covering owned, hired, and non-owned automobiles. The Policy shall provide coverage on an "any auto" basis and on an "occurrence" basis. This insurance policy 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, by Company.

4. If this Agreement is for professional services, Company shall obtain Professional Liability Insurance with limits per claim and annual aggregate of $1,000,000.

(b) All insurance policies required in this Section shall provide that the policy will not be canceled until after the Insurer provides the City ten (10) days written notice of cancellation in the event that the cancellation is for Company's nonpayment of premiums and thirty (30) days written notice of cancellation to City for all other reasons of cancellation.

(c) The Commercial General and Automobile Liability Insurance Policies specified above shall provide that City and its agencies, agents, officials, officers, and employees, while acting within the scope of their authority, will be named as additional insureds for the services performed under this Agreement. Company shall provide to City at execution of this Agreement a certificate of insurance showing all required endorsements and additional insureds.

(d) All insurance policies must be provided by Insurance 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 provide insurance in Missouri.

(e) Regardless of any approval by City, Company shall maintain the required insurance coverage in force at all times during the term of this Agreement. Company's failure to maintain the required insurance coverage will not relieve Company of its contractual obligation to indemnify the City pursuant to this Section of this Agreement. In the event Company fails to maintain the required insurance coverage in effect, City may declare Company in default.

(f) 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.

ARTICLE 8

LIENS AND REMOVAL OF FIXTURES

8.01 Mechanic's/Materialman's Liens. Mechanic's/Materialman's Liens. Company will not permit any mechanic's or materialman's or any other lien to be placed upon the Premises or the leasehold, or the equipment or facilities thereon, by reason of any work or labor performed or materials furnished by any mechanic or materialman.

8.02 Removal of Fixtures. If Company is allowed to remove any fixtures or improvements when the Lease terminates, it will do so at its expense and will restore the Premises to its original condition prior to installation of the fixtures or improvements.

ARTICLE 9

CITY REQUIREMENTS

9.01 Gratuities and Kickbacks. Gratuities and Kickbacks. The provisions of City's Code Section 2-2033, prohibiting gratuities to City employees, and kickbacks by subcontractors shall apply to this Agreement.

1. Gratuities. Company certifies that it has not and will not offer or give any city employee or officer a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation or preparation of any part of a contract requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any contract or subcontract, or to any solicitation or proposal therefor.

2. Kickbacks. Company certifies that no payment, gratuity, offer of employment or benefit has been or will be made by or on behalf of or solicited from a subcontractor under a contract to Company or higher tier subcontractor or any person associated therewith as an inducement for the award of a subcontract or order.

9.04 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.

9.05 Records/Audit. The City Auditor, City's Director of Human Relations and the Aviation Department shall have the right to audit this Agreement and all Company's books, documents and records relating thereto and such books, documents and records will be made available on ten days written notice. Company agrees to maintain its books, records and documents relating to this Agreement during the term and for three years thereafter.

ARTICLE 10

AIRPORT CONCESION DISADVANTAGED BUSINESS ENTERPRISE (ACDBE) ASSURANCE AND PARTICIPATION

10.01 ACDBE Assurance and Participation.

(a) This agreement is subject to the requirements of the U.S. Department of Transportation's regulations, 49 CFR part 23. The concessionaire or contractor agrees that it will not discriminate against any business owner because of owner's race, color, national origin, or sex in connection with the award or performance of any concession agreement, management contract, or subcontract, purchase or lease agreement, or other agreement covered by 49 CFR part 23.

(b) The concessionaire or contractor agrees to include the above statements in any subsequent concession agreement or contract covered by 49 CFR part 23, that it enters and cause those businesses to similarly include the statement in further agreements.

10.02 ACDBE and Small Business Participation. The City has an overall ACDBE goal published in the Kansas City International Airport ACDBE Triennial Plan and available to the public. The fees paid for goods and services, including management fee, for this contract will be applied towards the overall ACDBE goal. An ACDBE is a small business and participation by an ACDBE can be applied to both ACDBE participation and small business participation.

ARTICLE 11

NOTICES

11.01 Notices. Any notice, request, demand, consent, approval or other communication given pursuant to this Agreement (hereinafter "Notice") shall be in writing and shall be sent by registered or certified mail, return receipt requested, with postage and fees prepaid addressed to the Parties at their respective addresses set forth below. Any Party may, by notice given as described, change its address for any subsequent notice.

City:
Kansas City Aviation Department
Properties and Commercial Development Division
601 Brasilia Avenue

Kansas City, MO 64153
Phone: 816-243-3020
Email: AV-CommercialDevelopment@kcmo.org

Company:
DTG OPERATIONS, INC dba DOLLAR RENT A CAR
Attn: Joshua Blum, Vice President, Real Estate & Concession & The Real Estate Department
8501 Williams Road
Estero, Florida 33928
airports@hertz.com and jblum@hertz.com

ARTICLE 12

MISCELLANEOUS

12.01 Headings; Construction of Agreement. The headings of each section of this Agreement are for reference only. Unless the context of this Agreement 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.

12.02 Merger. This Agreement, including any referenced Attachments or Exhibits, constitutes the entire agreement between City and Company with respect to this subject matter, and supersedes all prior agreements between City and Company 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 Agreement.

12.03 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 City and Company: (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.

12.04 Americans with Disabilities Act. Company agrees to comply, during the course of this Agreement, with all provisions of the Americans with Disabilities Act, 42 U.S.C. §12101 et seq, and as implemented by 28 CFR Parts 35 and 36, 29 CFR Part 1630, and 49 CFR parts 37 and 38, as applicable and as amended from time to time.

12.05 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 Agreement 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.

12.06 Modification.

A. Unless stated otherwise in this Agreement, no provision of this Agreement may be waived, modified or amended except by written amendment signed by City and Company.

B. No act, conversation or communication with any officer, agent or employee of City, either before or after the execution of this Agreement, shall affect or modify any term or terminology of this Agreement and any such act, conversation or communication shall not be binding upon City or Company.

12.07 Severability of Provisions. Except as specifically provided herein, all of the provisions of this Agreement shall be severable. In the event that any provision of this Agreement is found by a court of competent jurisdiction to be unconstitutional or unlawful, the remaining provisions of this Agreement shall be valid unless the court finds the valid provisions of this Agreement 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 Agreement 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.

12.08 Binding Effect. This Agreement shall be binding upon City and Company and their successors in interest.

12.09 Representations and Warranties. City and Company each certify that it has the power and authority to execute and deliver this and to perform this Agreement in accordance with its terms.

12.10 Compliance With Laws. Company shall comply with all federal, state and local laws, ordinances and regulations applicable to this Agreement. Company, 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 Agreement.

12.11 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.

12.12 Interpretation. The language of this Agreement shall be construed according to its fair meaning, and not strictly for or against either City or Company.

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

12.14 Time of the Essence. Time is of the essence of this Agreement.

12.15 Affirmative Action. Company shall establish and maintain for the term of this Lease an Affirmative Action Program in accordance with the CREO Assurances, the provisions of Chapter 38 of the Code, the rules and regulations relating thereto and any additions or amendments. Company shall not discriminate against any employee or applicant for employment because of race, color, creed or religion, ancestry or national origin, sec, handicap or disability, age, familial status, marital status or sexual orientation, in a manner prohibited by Chapter 38 of the Code. If Company fails, refuses or neglects to comply with Chapter 38 of the Code, then the failure shall be deemed a total breach of this Agreement and this Agreement may be terminated, canceled or suspended, in whole or in part, and Company 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 Agreement.

12.16 City. All approvals, consents, authorizations, communications and reviews required by the City pursuant to this Agreement, shall be performed by the Director of the Kansas City Aviation Department or their designee.

12.17 Tax Exemption - Federal and State.

A. The CITY is exempt from Federal Excise and Transportation taxes on purchases under Chapter 32, Internal Revenue Code. The federal tax registration number issued by the St. Louis District Director on November 11, 1974 is No. 43740340K.

B. The CITY is exempt from payment of Missouri Sales and Use Tax in Accordance with Section 39(10) Article 3, of the Missouri Constitution and Sections 144.040 and 144.615 RSMo 1969 and supplement thereto. A copy of the exemption from Missouri Sales and Use Tax is available upon request.

IN WITNESS WHEREOF, the Parties hereto, for themselves, their successors and assigns, executed this Agreement the day and year first written below.

COMPANY

I hereby certify that I have the authority to execute

this document on behalf of Company.

DTG OPERATIONS, INC dba DOLLAR RENT A CAR

By: _____

Title: _____

Date: _____

APPROVED AS TO FORM

_____

Assistant City Attorney (Date)

KANSAS CITY, MISSOURI

By: _____

Title: _____

Date: _____

I hereby certify that there is a balance, otherwise unencumbered, to the credit of the appropriation to which the foregoing expenditure is to be charged, and a cash balance otherwise unencumbered, in the treasury to the credit of the fund from which payment is to be made, each sufficient to meet the obligation hereby incurred.

_____

Director of Finance Date

Part II

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 Lessee for purposes of Part III shall include parties granted property based rights under Part I and II of this agreement. Lessee for purposes of Part III shall include Licensees and Permittee, however, shall not be afforded Lease rights and privileges unless granted such in Part I and II. Lessee performing construction or other work requiring AIP compliance shall be referred to as "Contractor" herein.

SECTION 2. COMPLIANCE WITH APPLICABLE LAW. By executing this Contract, the Lessee affirms that the Lessee 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. Lessee 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 additional 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 Lessee must maintain an acceptable cost accounting system. The Lessee 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 Lessee which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Lessee 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 Lessee 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. If the Lessee transfers its obligation to another, the transferee is obligated in the same manner as the Lessee.
The above provision obligates the Lessee for the period during which the property is owned, used or possessed by the Lessee and the airport remains obligated to the Federal Aviation Administration.

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 Lessee, for itself, its assignees, and successors in interest (hereinafter referred to as the "Lessee") 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).

C. Compliance with Nondiscrimination requirements.

During the performance of this contract, the Lessee, for itself, its assignees, and successors ininterest (hereinafter referred to as the "Lessee") agrees as follows:

1. **Compliance with Regulations:** In all its activities within the scope of its airport program, the Lessee 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 Lessee, 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 Lessee 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 Lessee 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 Lessee of the Lessee'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 Lessee will provide all information and reports requiredby 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 Lessee is in the exclusive possession of another who fails or refuses to furnish the information, the Lessee 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 Lessee'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 Lessee under the contract until the Lessee complies; and/or
    b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The Lessee 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 Lessee 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 Lessee becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Lessee 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 Lessee 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 Lessee 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.

Lessee 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 Lessee, 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 Lessee.

Lessee, 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 Lessee.

Lessee 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 Title VI List of Pertinent Nondiscrimination 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. A. The (contractor, grantee, lessee, 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. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, contract, etc.) for a purpose for which a Federal Aviation Administration activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (contractor, grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Nondiscrimination Acts and Regulations listed in the Title VI List of Pertinent Nondiscrimination Acts And Authorities (as may be amended) such that no person on the grounds 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.

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

C. With respect to a deed, in the event of breach of any of the above Nondiscrimination covenants, the City of Kansas City, Missouri, will have the right to enter or re-enter the lands and facilities thereon, and the above-described lands and facilities will there upon revert to and vest in and become the absolute property of the City of Kansas City, Missouri, and its assigns.

SECTION 12. RESTRICTED AREAS SAFETY AND SECURITY. Lessee 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. Lessee shall fully comply with applicable provisions of the Code of Federal Regulations (CFR) Title 49: Transportation. Lessee 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 Lessee is an air carrier); and 49 CFR part 1546 – Foreign Air Carrier Security (if Lessee 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. Lessee 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 Lessee 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 Lessee that Lessee 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 Lessee, 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, Lessee 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 Lessee in writing of any claimed violations so as to permit Lessee 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 Lessee and without interference or inference.

The City reserves the right, but shall not be obligated to Lessee 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 Lessee 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. Lessee 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 Lessee may make reasonable and nondiscriminatory discounts, rebates or other similar type of price reductions to patrons.

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

Lessee 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 an 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.

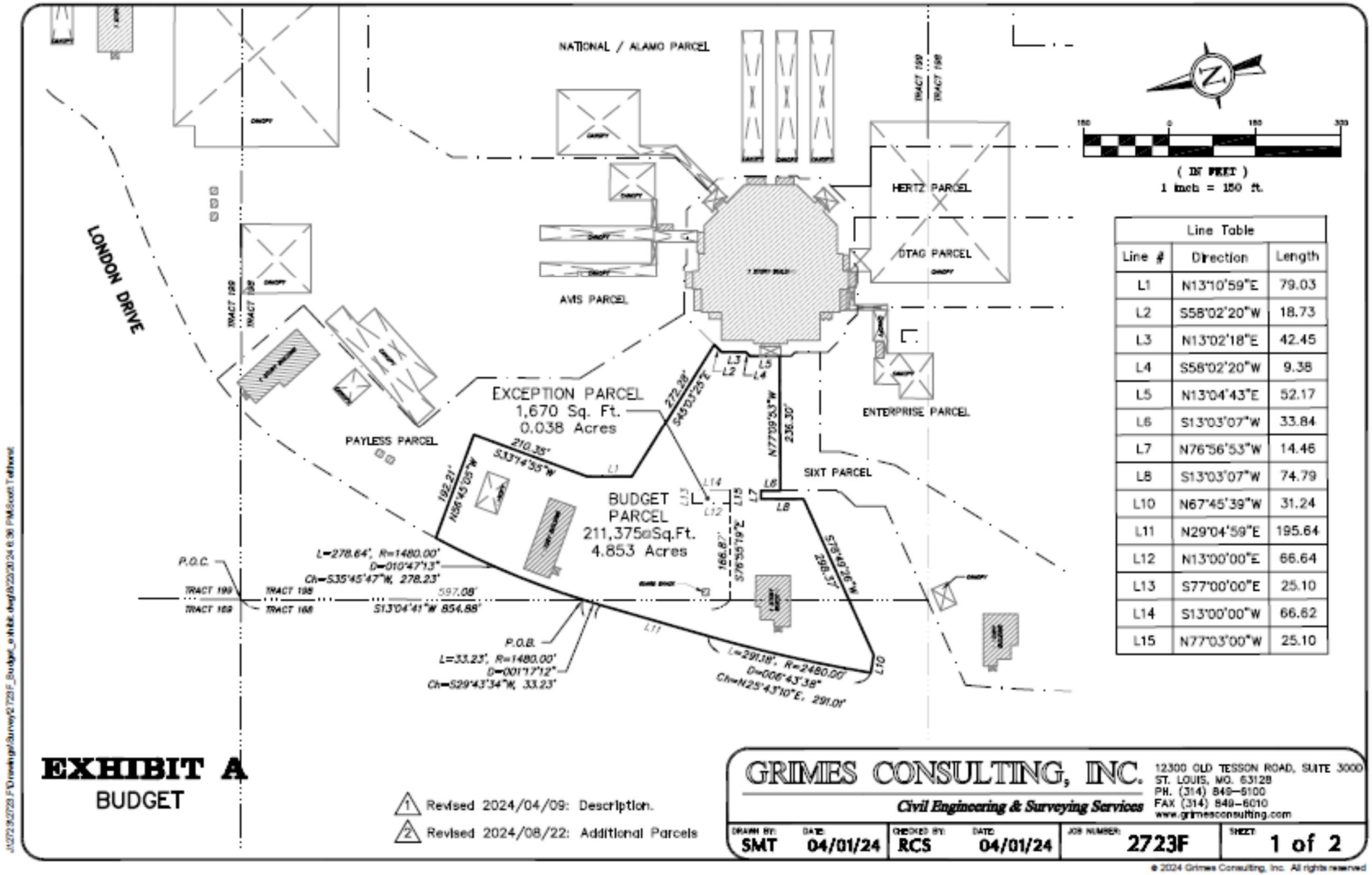
SECTION 35. SEISMIC SAFETY. Reserved.
SECTION 36. TAX DELINQUENCY AND FELONY CONVICTION. Reserved.
SECTION 37. TERMINATION OF CONTRACT. Reserved.
SECTION 38. VETERAN'S PREFERENCE. Reserved.

EXHIBIT A – REIMBURSABLE SCOPE OF WORK

The City will reimburse Company up to the Reimbursement Budget amount in accordance with Article 1 3, and 12.17 for costs associated with only the following eligible relocation/moving services.

1) Moving services costs associated with relocating/moving Company's office furniture, files, proprietary systems and equipment from Exhibit C to Exhibit B Facilities and Space.
2) Cost for services associated with installing a painted/wrapped wall blocking access to vacating exclusive use counter space from common space lobby at 1 Nassau Circle.
3) Cost for maintenance service associated with making used carwash operational for Exhibit B service center facility located at 466 Paris Street.
4) Cost for services associated with pavement marking black out and restriping of vehicle parking and drive lanes for Exhibit B - Designated Facilities and Space.
5) Cost for services associated with Environmental Phase II study of both Exhibit B and Exhibit C Facilities and Space.
6) Any other costs associated with the Reallocation Project mutually agreed to by the Parties.

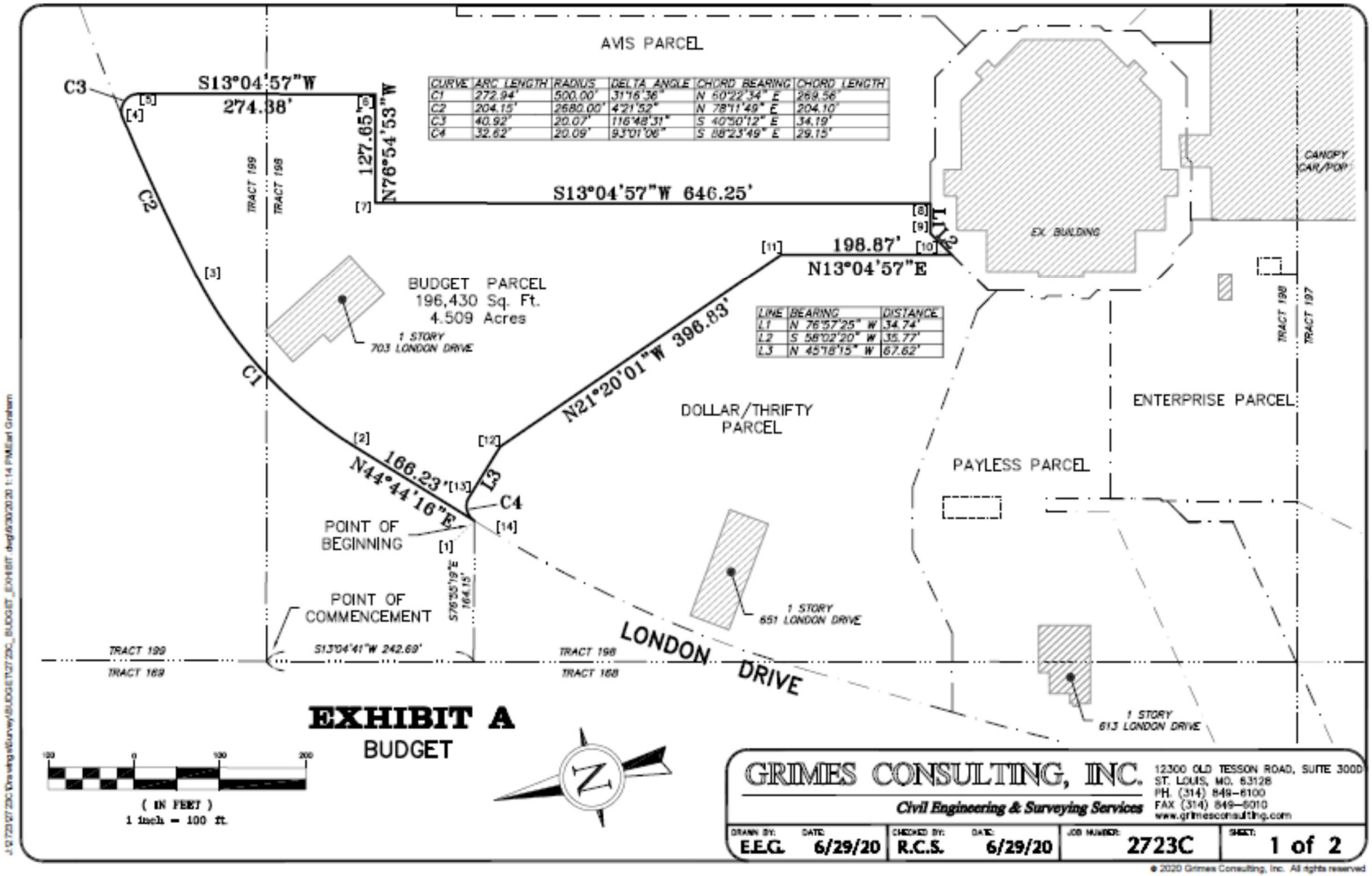
EXHIBIT B – NEW DESIGNATED FACILITIES AND SPACE MAP



Line Table		
Line #	Direction	Length
L1	N13°10'59"E	79.03
L2	S58°02'20"W	18.73
L3	N13°02'18"E	42.45
L4	S58°02'20"W	9.38
L5	N13°04'43"E	52.17
L6	S13°03'07"W	33.84
L7	N76°56'53"W	14.46
L8	S13°03'07"W	74.79
L10	N67°45'39"W	31.24
L11	N29°04'59"E	195.64
L12	N13°00'00"E	66.64
L13	S77°00'00"E	25.10
L14	S13°00'00"W	66.62
L15	N77°03'00"W	25.10

© 2024 Grimes Consulting, Inc. All rights reserved

EXHIBIT C – VACATING FACILITIES AND SPACE MAP



CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	272.94'	500.00'	31°16'36"	N 50°22'34" E	269.56'
C2	204.15'	2680.00'	4°21'52"	N 78°11'49" E	204.10'
C3	40.92'	20.07'	116°48'31"	S 40°50'12" E	34.19'
C4	32.62'	20.09'	93°01'06"	S 88°23'49" E	29.15'

LINE	BEARING	DISTANCE
L1	N 76°57'25" W	34.74'
L2	S 58°02'20" W	35.77'
L3	N 45°18'15" W	67.62'

© 2020 Grimes Consulting, Inc. All rights reserved