

**GROUND TRANSPORTATION PERMIT # 6222050024  
FOR  
OFF-AIRPORT VEHICLE PARKING PROVIDERS  
AT  
KANSAS CITY INTERNATIONAL AIRPORT**

THIS PERMIT is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2022, between CITY OF KANSAS CITY, MISSOURI, a municipal corporation of the State of Missouri, ("City"), and K. K. Mahadev KCI, Inc. dba Days Inn ("Permittee").

City operates and maintains a municipal airport known as Kansas City International Airport in Platte County, Missouri ("Airport"); and

Permittee is an Off-Airport Parking Lot Operator that provides vehicle parking services at a site located off the Airport; and

Permittee causes its vehicle parking customers to be picked-up and dropped off at Airport terminals by vehicles that are owned by, leased by, used by or at the request of, or procured by or at the request of Permittee; and

Permittee thereby makes commercial use of the Airport and Airport patrons; and

City is authorized by Section 305.210 RSMo and Chapter 6 of the City Code of Ordinances to impose fees for the commercial use of the Airport.

**ARTICLE I  
DEFINITIONS**

- "Airport" or "KCI" means Kansas City International Airport located in Kansas City, Platte County, Missouri.
- "Airport Customer" means any person or entity that uses Permittee's off-airport parking services and Permittee's ground transportation service, whether such ground transportation service is owned by, leased by, used by or at the request of, or procured by or at the request of the Permittee to and from the Airport.
- "Director" means the City's Director of Aviation and his designee.
- "Parking Revenue" means the total amount actually charged to all Airport Customers by Permittee (whether cash or credit and whether or not actually received by Permittee) for parking at Permittee's off-airport parking operation. "Parking Revenue" does not include any sales tax separately stated and collected from Airport Customers in an amount that actually has been levied or charged by and paid to any competent governmental authority.
- "Terminals" means the airline terminals at KCI on Amsterdam Circle, Rome Circle and Beirut Circle.

“Vehicle”

means any form of transportation traveling on streets, roads, or highways that is owned by, leased by, used by or at the request of, or procured by or at the request of Permittee, its agents, employees, officers, contractors, or subcontractors for the purpose of transporting Airport Customers to or from the Airport, whether the transportation is for hire or provided without charge.

## ARTICLE II TERM OF PERMIT

**Sec. 2.1. Term of Permit.** This Permit begins at 12:01 a.m. on September 1, 2022 (“Commencement Date”) unless earlier terminated, suspended or revoked as hereinafter provided, this Permit shall remain in effect for one (1) year, provided that the Permittee 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, upon the same terms and conditions hereof, unless terminated by either party as provided for hereafter. Permit is not eligible for renewal unless Permittee is in compliance with all terms and conditions of this Permit, including payment of all fees, interest and charges due.

**Sec. 2.2. Termination for Convenience.** Either party, if not in default hereunder, may terminate this Permit for convenience without liability to the other for such termination by giving the other party thirty (30) days written notice. Provided, however, Permittee’s obligation to pay all sums due as of the date of termination shall survive such termination.

## ARTICLE III PERMITTEE USE AND PRIVILEGES

**Sec. 3.1. Permittee Rights.** City hereby grants Permittee the non-exclusive right to make commercial use of the Airport as follows:

- A. The right to pick-up and deliver Airport Customers to the Airport Terminals to and from Permittee’s off-airport parking operation by a Vehicle thereby making commercial use of Airport facilities and customers; and
- B. The right to occupy and use space at the Airport terminal commercial (“Space”), only to pick-up and discharge Airport Customers.
- C. Vehicles may be operated for the transportation of Permittee’s Airport Customers as provided herein. Each Vehicle shall bear on the outside of each side the name of the company or association under which the Vehicle is being operated and the fleet number, if any or otherwise signed in conformance with Missouri law. All Vehicles and drivers must have all legally required licenses and permits.

**Sec. 3.2. Limitations on Use.** Permittee’s use of the Airport shall be limited as follows:

- A. Permittee shall not do or permit anything to be done in, on or about the Terminals, or the Airport or omit to do that which will in any way obstruct or interfere with the rights of other occupants located in, on or at the Airport or the Terminals.
- B. Permittee shall not commit, cause, maintain or permit or suffer or allow to be committed, caused, maintained, or permitted, any legal waste upon the Terminals or the Airport, nor any public or private nuisance, nor any other act or thing which may disturb the quiet enjoyment of

any other tenant, licensee, invitee, or person using or occupying any portion of the Terminals or the Airport.

C. Permittee, or any agents or employees of Permittee, shall not engage in solicitation of customers on the Airport and shall comply with all laws, including, without limitation, any rules and regulations of the Airport.

D. Vehicle drivers, employees, representatives or other agents shall not leave a Vehicle except to assist in loading baggage nor shall they enter the Terminal buildings.

E. No parking or waiting on Airport premises of Vehicles is allowed unless actively loading or unloading passengers. Vehicles may dwell at the pick-up and drop-off locations no longer than necessary for the immediate loading and unloading of customers and luggage.

F. Vehicles will pick-up or deliver only Permittee's Airport Customers and not the customer of any other person or entity.

G. Vehicles will travel on the Airport only along the route prescribed by the Director or by a KCI Police Officer or KCI Airport Operations employee. City shall have the right, with no liability to Permittee, to close all or any portions of Airport roads, ways and areas at any time for any purpose.

H. Permittee shall have no right to use the trademarks, symbols, trade names or name of the Airport, either directly or indirectly, in connection with any production, promotion service, or publication or on its courtesy vehicles without the prior written consent of the Director.

**Sec. 3.3. Personnel.** All Vehicle drivers and all employees, representatives and other agents of Permittee 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 and any gambling, drinking of alcoholic beverages by on-duty personnel, possession of or being under the influence of illegal drugs or alcohol is expressly prohibited. Permittee will require Vehicle drivers to wear appropriate uniforms and company identification badges to indicate the fact and nature of their employment. Upon objection from the Director concerning the conduct or appearance of any such persons, Permittee shall immediately take all steps necessary to remove the cause of the objection.

#### **ARTICLE IV FEES AND CHARGES**

**Sec. 4.1. Permit Fees.** Permittee shall pay to the City the following fees for the privilege of coming onto the Airport and using Airport's facilities and the economic benefits derived therefrom and to reimburse the City for the costs of providing Airport services, facilities and customers to Permittee:

A. **Parking Revenue Fee:** Permittee shall pay City a Parking Revenue Fee which shall be ten percent (10%) of Permittee's Parking Revenue for the immediately preceding calendar month for each month during the term of this Permit.

**Sec. 4.2. Payment:**

A. The Parking Revenue Fee is due no later than the 20<sup>th</sup> day of the month following the month the Parking Revenue was collected.

B. Payment shall be made in legal tender of the United States and mailed to the Aviation Department, P.O. Box 210513, Kansas City, MO 64121-0513, payable to "City Treasurer".

**Sec. 4.3. Monthly Parking Revenue Report. Concurrent with the payment of the Parking Revenue Fee,** Permittee shall also furnish the Director a copy of a sworn statement of Permittee's Parking Revenues for such period which shall be signed by a responsible accounting officer of the Permittee. The statement shall be in form and substance satisfactory to the Director and shall be in sufficient detail to allow Director to verify all Parking Revenue. The report shall include the revenue received from and the number of cars parked by Permittee's Airport Customers at the off-airport parking location and shall identify any parking receipts from persons or entities who are not Airport Customers. The report shall show a breakdown by week.

**Sec. 4.4. Year End Certification.** Within 60 days after the close of each year hereunder, Permittee shall furnish to City a sworn statement certified by a responsible officer of the Permittee showing the total of Parking Revenue for the previous contract year and stating that Parking Revenue has been correctly reported in accordance with the terms of this Permit. Simultaneously with the submission of the sworn statement, Permittee shall pay to City any additional fees due to City hereunder for such preceding year over and above the amount reported and paid monthly. If Permittee has paid City an amount in excess of that due hereunder, City, at its option, shall credit Permittee the excess against payment next due, if any, or shall refund such excess to Permittee.

**Sec. 4.5. Late Payments.** Permittee shall pay a late payment fee equal to one and one-half percent (1.5%) per month of any payment of the Parking Revenue Fee or any other fee or charges due hereunder received after 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 Parking Revenue Fee, or charge shall survive the suspension, revocation or termination of this Permit.

**Sec. 4.6. Performance Bond.**

A. Prior to the Commencement Date of this Permit, Permittee shall furnish a performance bond ("Bond") to City in the principal amount of \$300.00.

B. Such Bond shall guarantee the payment of the obligations to pay as provided herein

C. The Bond is calculated based upon ten percent (10%) of Gross Receipts generated from 80% occupancy of covered and uncovered parking spaces at the then current published daily fee for such space for 90 days.

D. The Bond shall be in a form agreeable to City and shall be kept in full force and effect during the term hereof.

E. The foregoing notwithstanding, in the event that Permittee has both (i) making commercial use of the Airport at least one (1) year; and (ii) for the previous twelve (12) months, been late no more than two (2) times in making any payments to City pursuant to this Permit, then there shall be no Bond requirement for Permittee and, in the event the City has on deposit a Bond for Permittee, the City shall return to Permittee such Bond; provided, however, that in the event that Permittee is thereafter delinquent in any twelve (12) month period more than two (2) times in making any payment to the City pursuant to this Permit, then the Bond requirement set forth

above shall be immediately reinstated and Permittee shall remit to the City within seven (7) days of receipt of written notice from the City.

**Sec. 4.7. Attorneys' Fees.** Permittee expressly agrees that in the event City institutes any suit or other legal proceedings to collect any part of this Permit, including without limitation any Parking Revenue Fee, Permittee shall pay City's reasonable attorneys' fees, costs and expenses in addition to any other sums Permittee may be required to pay

**Sec. 4.8. Records/Audit.** Permittee shall maintain and retain all records pertinent to the calculation of the Parking Revenue Fee 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 Permittee shall provide access to City of all such records upon ten (10) days written notice from the City.

## **ARTICLE V SAFETY, CIVIL PENALTIES, THEFT**

**Sec. 5.1. Civil Penalties.** Permittee agrees that it will indemnify and hold harmless City from and against, and agrees to pay or reimburse City for, any fine or civil penalty levied by the United States against City for any violation of federal airport security regulations caused by or attributable to Vehicle drivers or Permittee, its directors, officers, employees or agents. Permittee and Vehicle drivers shall observe all applicable federal, state and local laws, rules, regulations and procedures on the observation of security at airports.

**Sec. 5.2. Vandalism/Theft.** Permittee shall be solely responsible for any vandalism or theft at the Airport by Vehicle drivers, employees, representatives or other agents. City shall not be responsible for any vandalism that may occur to Vehicles.

**Sec. 5.3. Public Safety Interruptions.** City may interrupt or suspend Permittee's activities at the Airport and use of the Airport if, in City's discretion, such interruption or suspension is necessary in the interest of public safety. Permittee hereby waives any claim against City for damages or compensation should its activities be interrupted or suspended for any period for any reason.

**Sec. 5.4. Non-public Areas.** Access to aircraft aprons and any other Airport areas restricted to the public are also restricted and prohibited to Permittee.

## **ARTICLE VI ENVIRONMENTAL**

**Sec. 6.1. Compliance with Environmental Laws and Regulations.** Permittee hereby covenants and agrees to comply with all applicable Environmental Laws and Regulations in connection with its use of the Airport and will not transport, dispose of or release any Hazardous Materials on Airport Property. For purposes of this Permit, "Environmental Laws" means and includes all Federal, state and local statutes, ordinances, regulations and rules relating to environmental quality, health, safety, contamination and clean-up, including, without limitation, the Clean Air Act, 42 U.S.C. §7401 *et seq.*; the Clean Water Act, 33 U.S.C. §1251 *et seq.* and the Water Quality Act of 1987; the Federal Insecticide, Fungicide, and Rodenticide Act ("FIFRA"), 7 U.S.C. §136 *et seq.*; the Noise Control Act, 42 U.S.C. §4901 *et seq.*; the Occupational Safety and Health Act, 29 U.S.C. §651 *et seq.*; the Resource Conservation and Recovery Act ("RCRA"), 42 U.S.C. §6901 *et seq.*, as amended by the Hazardous and Solid Waste Amendments of 1984; the Safe Drinking Water Act, 42 U.S.C. §300f *et seq.*; the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), 42 U.S.C. §9601 *et seq.*, as amended by the

Superfund Amendments and Reauthorization Act, the Emergency Planning and Community Right-to-Know Act, and the Radon Gas and Indoor Air Quality Research Act; the Hazardous Material Transportation Act (49 U.S.C. §9601 *et seq.*); the Toxic Substances Control Act (“TSCA”), 15 U.S.C. §2601 *et seq.*; all Missouri State environmental protection, super lien and environmental clean-up statutes, with implementing regulations and guidelines and all local laws, regulations and ordinances insofar as they are equivalent or similar to and not preempted by Federal or state laws recited above or purport to regulate Hazardous Materials.

**Sec. 6.2. Hazardous Materials Definition.** For purposes of this Article, the term “Hazardous Materials” means and includes the following: any hazardous substance as defined in any Environmental Law, including any “Hazardous Waste” or “Hazardous Substance” as defined by CERCLA and the Missouri Hazardous Waste Management Law, MO.Rev.Stat. §§260.350 to 260.480 and chemicals subject to the OSHA Hazard Communication Standard, 29 C.F.R. §1910.1200 *et seq.*

**Sec. 6.3. Duty to Notify City.** In the event of Permittee’s knowledge of a release or threatened release of Hazardous Materials into the environment relating to or arising out of Permittee’s use of the Airport, Permittee must notify the City by contacting the Aviation Department Environmental Manager or the Airport’s Communication Center immediately after release at (816) 243-5237. In the event any written claim, demand, action or notice is made against Permittee regarding Permittee’s failure or alleged failure to comply with any Environmental Laws, Permittee must notify City in writing and must provide City with copies of any written claims, demands, notices, or actions so made.

**Sec. 6.4. Environmental Indemnification.** In addition to the indemnification set forth elsewhere in this Permit, Permittee hereby indemnifies and agrees to defend and hold harmless City, its agents, partner, officer, representatives and employees, from all costs, claims, demands, actions, liabilities, complaints, fines, citations, violations or notices of violation arising from or attributable to: (i) the presence of Hazardous Materials at Airport or the subsurface thereof in excess of levels allowable by Environmental Laws or the violation of any Environmental Laws due to Permittee’s management of Hazardous Materials into the environment (as environment is defined in CERCLA), or (ii) any material breach by Permittee of any of its warranties, representations or covenants in this Section provided, that, Permittee shall have no obligation under subsection (i) of this Section if the presence of Hazardous Materials at the Airport or the subsurface thereof arises from activities not under the management, control or authorization of the Permittee. Permittee's obligations hereunder will survive the termination, suspension or expiration of this Permit, and will not be affected in any way by the amount of, or the absence in any case of, covering insurance, or by the failure or refusal of any insurance carrier to perform any obligation on its part under insurance policies affecting Airport or any part thereof, except that, in the event that City recovers funds from insurance carriers in connection with claims associated with (i) and (ii) above, City may not recover the same funds from Permittee.

## ARTICLE VII INSURANCE AND INDEMNIFICATION

**Sec. 7.1. Insurance.** Permittee shall procure and maintain or cause to be maintained or procured, in effect throughout the duration of this Permit insurance coverage of the types and amounts specified in this section. In the event that additional insurance, not specified herein, is required during the course of the services covered by this Permit, Permittee shall supply such insurance. Policies containing a Self-Insured Retention will be unacceptable to City.

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

1. Severability of Interests Coverage applying to Additional Insureds
2. Contractual Liability
3. Per occurrence Aggregate Liability Limit or, where not available, the aggregate limit shall be \$1,000,000.
4. No Contractual Liability Limitation Endorsement
5. Additional Insured Endorsement, ISO form CG20 10, current edition, or its equivalent.

B. Commercial Automobile Liability Insurance: with a limit of \$1,000,000.00 per occurrence, covering owned, hired and non-owned Vehicles. 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 Permit.

**Sec. 7.2.** The policies listed above may not be canceled until after thirty (30) days written notice of cancellation to City, ten (10) days in the event of nonpayment of premium. The Commercial General and Automobile Liability Insurance specified above shall provide that 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 Contract. Contractor shall provide to City at execution of this Contract a certificate of insurance showing all required endorsements and additional insureds. All insurance coverage must be written by companies that have an A.M. Best's rating of "B+V" or better, and are licensed or approved by the State of Missouri to do business in Missouri.

**Sec. 7.3. Conditions of Insurance Default.** If, at any time, Permittee shall fail to maintain the insurance as required herein, City may affect such insurance by taking out policies in companies satisfactory to City. The amount of the premium or premiums paid for such insurance by City shall be payable by Permittee to City with the installment of rent next due under the terms of this Permit with interest thereon of one and one-half percent (1.5%) per month.

**Sec. 7.4. Adjustment of Claims.** Permittee shall provide for the prompt and efficient handling of all claims for bodily injury, property damage or theft arising out of the activities of Permittee under this Permit.

**Sec. 7.5. Increase in Coverages.** Permittee understands and agrees that Insurance coverages may be reasonably increased or added to protect City property and liability issues.

**Sec. 7.6. Subrogation.** City and Permittee hereby mutually waive all rights of subrogation against each other from any loss to the Airport premises, property, or equipment therein or affixed thereto from perils which can be insured against under the standard form of property insurance contract with extended coverage endorsement generally available in the State of Missouri at the time, whether or not the party incurring the loss has actually obtained such insurance, unless this clause would result in a loss of the insurance coverage of Permittee or City, in which case this clause shall be of no force and effect. However, the provisions of the insurance stipulations set forth in this Section shall always be in effect with regard to any subrogation claims.

**Sec. 7.7. Indemnification.** Permittee 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 any negligent acts or omissions in connection with this Permit, caused by Permittee, its employees, agents, or subcontractors, or caused by others for whom Permittee is legally liable, in the performance of this Permit, regardless of whether

caused in whole or in part by City. Contractor is not obligated under this section to indemnify City for the negligent acts of City or any of its agencies, officials, officers, or employees.

## **ARTICLE VIII DEFAULT/REMEDIES/TERMINATION**

**Sec. 8.1. Permittee Defaults.** Each of the following will constitute a default by Permittee hereunder:

A. Permittee's failure to pay when due, any use fees, charges or any other payments of money required to be paid by Permittee hereunder;

B. Permittee's failing to perform or violation of any provision, covenant or condition of this Permit (other than payment of money) within 30 days after written notice or, if the cure or performance thereof reasonably requires more than 30 days to complete, Permittee's failing to begin cure or performance thereof within such thirty day period and proceed diligently to cure or completion thereafter;

C. Use of the Airport for anything other than the use specified in the Permit;

D. The attempted assignment or assumption of this Permit by anyone without the prior written consent of City;

E. The suspension or revocation of any act, power, license, permit or authority that prevents Permittee from fully complying with all of the rights and obligations hereunder for any period;

**Sec. 8.2. City Defaults.** The following will constitute a default by City hereunder: City's failure to perform or violation of any provision, covenant or condition of this Permit within 30 days written notice or, if the cure or performance thereof reasonably requires more than 30 days to complete, City's failing to begin cure or performance thereof within such 30 day period and proceed diligently to cure or completion.

**Sec. 8.3. Remedies.** In the event of a default by Permittee hereunder, City can suspend or terminate this Permit and exercise any remedy available to City under law or equity, including, without limitation, injunctive relief.

## **MISCELLANEOUS ARTICLE IX**

**Sec. 9.1. Affirmative Action.** Permittee shall establish and maintain for the term of this Permit an Affirmative Action Program in accordance with the provisions of Chapter 38 of City's Code, the rules and regulations relating to those sections, and any additions or amendments. Permittee 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 Chapter 38 of City's Code. City has the right to take action as directed by City's Human Relations Department to enforce this provision. If Permittee fails, refuses or neglects to comply with the provisions of Chapter 38 of City's code, then such failure shall be deemed a total breach of this Permit and this Permit may be terminated, canceled or suspended, in whole or in part, and Permittee may be declared ineligible for any further contracts funded by City for a period of one year. This is a material term of this Permit.



**Sec. 9.2. Non-Discrimination.** Permittee agrees that no person shall be excluded from participation in, denied the benefits of, or otherwise discriminated against in connection with Permittee's use of this Permit because of race, color, religion, national origin, sex, sexual orientation, age, disability status, and/or gender identity.

**Sec. 9.3. 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 facsimile to the following:

City:	Kansas City International Airport 601 Brasilia Avenue Kansas City, Missouri 64153 (816) 243-3100 phone (816) 243-3170 facsimile
Permittee:	K. K. Mahadev KCI, Inc. dba Days Inn Shailesh (Sam) Patel, Manager 1112 N.W. Ambassador Drive Kansas City, Missouri 64153 Phone: 816-225-7553 Email: <a href="mailto:Bw26127@hotmail.com">Bw26127@hotmail.com</a>

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

**Sec. 9.4. Assumption of Risk From Flights.** Permittee agrees to voluntarily assume all risk of loss, damage or injury to the person and property of Permittee, its agents, contractors, directors, employees, officers and representatives, in or about the Airport which, during the term of this Permit, may be caused by or arise or occur in any manner:

- A. From the flight of any aircraft of any and all kinds now or hereafter flown in, through, across, or about any portion of the air space over the Airport; or
- B. From noise, vibration, currents and other effects of air, illumination, and fuel consumption, or fear thereof, arising or occurring from or during such flight, or from or during the use by aircraft of the Airport, including but not limited to, landing, storage, repair, maintenance, operation, run-up, and take-off of such aircraft, and the approach and departure of aircraft to or from the Airport.

**Sec. 9.5. Entire Permit.** This Permit, together with all attachments and exhibits (if applicable) constitute the entire Permit between the parties hereto and all other representations or statements heretofore made, verbal or written, are merged herein.

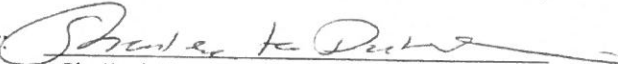
**Sec. 9.6. Governing Law.** This agreement shall be construed and governed in accordance with the laws of the State of Missouri without giving effect to Missouri's choice of law provisions. The City and Permittee: (1) submit to the jurisdiction of the state and federal courts located in Jackson County, 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.

**Sec. 9.7. Interpretation.** City and Permittee agree that this agreement shall be construed according to its fair meaning and without regard to any presumption or other rule requiring construction of the agreement against the party causing the contract to be drafted.

**Sec. 9.8. Earnings Tax/Occupational License Clearance.** As a condition precedent to approval of this Permit, Permittee 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.

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

**PERMITTEE:** K. K. Mahadev KCI, Inc. dba Days Inn

By:   
Shailesh Patel  
Title: Manager

**KANSAS CITY, MISSOURI**

\_\_\_\_\_  
By: Patrick Klein  
Title: Director of Aviation

Approved as to form:

By: \_\_\_\_\_  
Charlotte Ferns

Title: Associate City Attorney

**PART III - FEDERAL CONTRACT PROVISIONS FOR**  
**Non-AIP Funded Contracts**

**APPLICATION OF REFERENCES**

“Owner” and “Sponsor” means the City of Kansas City, Missouri Aviation Department.

“Contractor” means any party to this agreement other than the Owner, including without limitation any lessee, tenant, concessionaire, licensee, or permittee. “Subcontractor” means all subcontractors under contract with the Contractor.

“Consultant” means architectural, engineering or other entity providing professional services to the Owner pursuant to an agreement.

“Construction” means the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility service. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.

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## PROVISIONS APPLICABLE TO ALL CONTRACTS

### CIVIL RIGHTS – GENERAL

#### Non-Lease and Transfer Agreements

Reference: 49 USC § 47123

Civil Rights – General. The Contractor agrees that it will comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

### CIVIL RIGHTS – TITLE VI ASSURANCES

#### Title VI Solicitation Notice

The Kansas City Aviation Department, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat.252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerers that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

#### Contract Provision: Compliance with Nondiscrimination Requirements

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

1. **Compliance with Regulations:** The Contractor (hereinafter includes Consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of

equipment, each potential subcontractor or supplier will be notified by the Contractor of the Contractor's obligations under this contract and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.

4. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts And Authorities and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Sponsor 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 Contractor's noncompliance with the non-discrimination provisions of this contract, the Sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
  - a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
  - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Sponsor to enter into any litigation to protect the interests of the Sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

Clauses for Construction/Use/Access to Real Property Acquired Under the Activity Facility or Program.

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by the Kansas City Aviation Department pursuant to the provisions of the Airport Improvement Program grant assurances.

- A. The permittee 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 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 permittee 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 permits, in the event of breach of any of the above nondiscrimination covenants, the Kansas City Aviation Department will have the right to terminate the permit and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said permit had never been made or issued.

## TITLE VI LIST OF PERTINENT NONDISCRIMINATION ACTS AND AUTHORITIES

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 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 U.S.C. § 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 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 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, which 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 (42 U.S.C. §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 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, which ensures non-discrimination 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. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

### **GRANT ASSURANCES**

1. Contractor shall furnish its services on a fair, equal and not unjustly discriminatory basis to all users of the Airport.
2. Contractor shall charge fair, reasonable and not unjustly discriminatory prices for each unit or services; provided that, Contractor may be allowed to make reasonable and non-discriminatory discounts, rebates or other similar types of price reductions to volume purchasers. Non-compliance with this requirement shall be a material breach of this Agreement for which the City shall have the right to terminate this Agreement and any estate created herewith, without liability therefor; or, at the election of the City or the United States, either or both of said governments shall have the right to judicially enforce said requirement.
3. Contractor warrants that no person shall, on the grounds of race, creed, color, national origin, sex, age or handicap, be excluded from participating in any activity conducted on or from the Premises, or otherwise be excluded from the benefits offered by Contractor to the general public.
4. As part of the consideration of this Agreement, Contractor does hereby covenant and agree that in the event facilities are constructed, maintained, or otherwise operated on the Premises for a purpose for which a DOT program or activity is extended for another purpose involving the provision of similar services or benefits, Contractor shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Code of Federal Regulations, Title 49, DOT, Subtitle A, Office of the Secretary of Transportation, Part 21-Nondiscrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights of 1964, as said regulations exist and may be amended from time to time. In this Agreement, the Covenant is hereby made a covenant running with the land for the term of the Agreement, and is judicially enforceable by the United States.
5. As part of the consideration of the Agreement, Contractor does hereby covenant and agree that:
  - a. No person on the grounds of race, color or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities;

and

- b. In the construction of any improvements on, over or under such Premises and the furnishing of services thereon, no person on the grounds of race, color or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination.
- c. That the Contractor will use the premises in compliance with all other requirements imposed by or pursuant to the List of discrimination Acts and Authorities.

In this Agreement, the Covenant is hereby made a covenant running with the land for the term of the Agreement, and is judicially enforceable by the United States.

6. The foregoing discrimination covenants are a material part of this Agreement and for breach thereof the City shall have the right to terminate this Agreement and to reenter and repossess the Premises and facilities thereon, and hold the same as if said Agreement had never been made. This provision does not become effective until the procedures of 49 CFR Part 21 are followed and completed, including expiration of appeal rights.
7. Contractor agrees to insert the foregoing six provisions (A-F) in any Agreement by which Contractor grants a right or privilege to any person, firm or corporation to render accommodations and/or services to the public on or from the Premises.
8. Contractor agrees that it will undertake an **affirmative action plan** in conformance with 14 CFR Part 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, national origin or sex be excluded from participating in any employment, contracting or leasing activities covered in 14 CFR Part 152, Subpart E. Contractor assures that no person will be excluded on such grounds from participating in or receiving the services or benefits of any program or activity covered by Subpart E. Contractor further agrees that it will require its covered suborganizations to provide assurances to Contractor that they similarly will undertake affirmative action programs and that they will require like assurances from their suborganizations, as required by 14 CFR Part 152, Subpart E.
9. The City reserves the right, but is in no way obligated to Contractor, to develop or improve the landing area of the Airport as it deems appropriate, without regard to Contractor, and without interference or hindrance from Contractor.
10. The City reserves the right, but is in no way obligated to Contractor, 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 Contractor in this regard.
11. Contractor acknowledges that this Agreement is subordinate to any existing or future agreement between the City and the United States concerning the development, operation or maintenance of the Airport.
12. The Agreement is subordinate to the reserved right of the City its successors and assigns, to occupy and use for the benefit of the public the airspace above the Premises for the right of flight for the passage



of aircraft. This public right of flight shall include the right to cause in said airspace any noise inherent in the operation of any aircraft through said airspace or in landing at or taking off from, or operation on an Airport.

13. Contractor agrees to comply with the notification and review requirements of Federal Aviation Regulation Part 77 in the event future construction of a structure is planned for the Premises, or in the event of a planned modification of a structure on the Premises. Contractor covenants for itself, its successors and assigns that it will not erect or permit the erection of any structure or permit the growth of any tree, on the Premises above the mean sea level elevation that is defined as an object that effects navigable airspace as defined in Federal Aviation Regulations Part 77. As a remedy for the breach of said covenant the City of Kansas City, Missouri, reserves the right to enter upon the Premises and remove the offending structure or cut the offending tree, all at the expense of Contractor.
14. Contractor, by accepting this Agreement, covenants for itself, its successors and assigns that no use will be made of the Premises that might in any manner interfere with the landing and taking off of aircraft from the Airport, or otherwise constitute a hazard to air navigation. As a remedy for the breach of said covenant, the City reserves the right to enter upon the Premises and cause the abatement of such interference, all at the expense of Contractor.
15. Contractor acknowledges that nothing contained in this Agreement shall be construed to grant or authorize the granting of an exclusive right within the meaning of 49 U.S.C. Section 40103(e).
16. This Agreement and all provisions hereof are subordinate to whatever rights the United States now has or in the future may acquire affecting the control, operation, regulation and taking-over of the Airport, or the exclusive or non-exclusive use of the Airport by the United States during a time of war or national emergency.

#### **RIGHT TO AMEND**

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 Contractor 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.

#### **IMMIGRATION REFORM and CONTROL ACT OF 1986**

Immigration Reform and Control Act of 1986. Contractor understands and acknowledges the applicability of the IRCA to it. Contractor agrees to comply with the provisions of IRCA as it applies to its activities under this Agreement and to permit the City to inspect its personnel records to verify such compliance.

#### **RESTRICTED AREAS/SAFETY**

Contractor 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. Contractor shall fully comply with applicable provisions of the Code of Federal Regulations (CFR) Title 49: Transportation. Contractor 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 Contractor is an air carrier); and 49 CFR Part 1546 – Foreign Air Carrier Security (if Contractor 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 1542. Contractor agrees to be bound by and follow the Airport Security Plan. Any access to the Airport granted to Contractor 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 Contractor that Contractor is not authorized to engage in or perform under this Agreement unless expressly authorized in writing by the Director in accordance with TSA CFR 49 1542. In the event Contractor, its officer, employees, invitees or Contractors 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, Contractor 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 Contractor in writing of any claimed violations so as to permit Contractor an opportunity to participate in any investigation or proceedings.

#### **ADDITIONAL RECORDS REQUIREMENTS**

Additional Records Requirements. In addition to the requirements related to Records in Part II of this Contract, the Federal Aviation Administration and the Comptroller General of the United States or any of their duly authorized representatives shall have a right to examine or audit all Records and Contractor shall provide access to them of all Records upon ten (10) days written notice.

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