

**AGREEMENT  
FOR GROUND SPACE LEASE  
BETWEEN CITY OF COLUMBIA AND  
MOBERLY AREA COMMUNITY COLLEGE**

THIS AGREEMENT is made and entered into this 7<sup>th</sup> day of April, 2026, by and between the City of Columbia, Missouri, a municipal corporation d/b/a Columbia Regional Airport (hereinafter “Lessor” or “City”), and Moberly Area Community College., (hereinafter “MAACC” or “Lessee”) and entered into on the date of the last signatory noted below (the “Effective Date”).

In consideration of the individual and mutual promises of the above parties hereinafter set forth, it is hereby agreed by and between the parties hereto:

**A. PURPOSE/AUTHORITY**

Lessee desires to lease space at the Columbia Regional Airport, 11300 Airport Drive, for offices in addition to space Lessee currently is leasing for the purpose of administering a FAA certified flight school at the Columbia Regional Airport.

Whereas, all flight instruction services to be provided to students shall be pursuant to a separate agreement between Lessee and flight instruction entity.

**B. TERM**

The initial term of this lease begins on May 1, 2026 and ends at midnight on December 31, 2027, subject to earlier termination as herein provided.

Renewal Option - Notwithstanding the above, this agreement may be automatically renewed for an additional one (1) year term commencing on January 1, 2028, subject to the termination provisions of this agreement; provided, however, that no such automatic renewal shall occur in the event of any of the following:

1. Lessee shall notify City in writing of its intent not to renew this agreement following the expiration of each term, and such notice is given at least sixty (60) days prior to January 1.
2. City shall notify Lessee, in writing, of its intent not to renew the agreement following the expiration of its initial term, and such notice is given at least sixty (60) days prior to October 1.
3. An event of default, as defined by this agreement, occurs.
4. Both parties mutually agree to cancellation.

C. RENTS AND COMMISSIONS

1. **RENTAL FEE:** Lessee shall pay City, by the fifteenth of each month, rentals for exclusively leased premises, at an annual rate of \$15.00 (Fifteen dollars and no cents) per square foot unless adjusted in accordance with Section C 1.2.

1.1 Lessee agrees to lease approximately one thousand fifty seven (1,057) square feet of ground space in the Old Terminal as located on Exhibit A.

1.2 That rate for rent may be increased effective April 1<sup>st</sup> of each year. Notice of the amount of any increase shall be mailed or hand-delivered by the City to Lessee to the address listed in Section M at least 30 days in advance of the increase being effective. The City's failure to provide notice 30 days prior to October 1 shall not prevent the City from increasing rates of rent, fees and charges, but shall cause a delay in the effective date of any increases until the first day of the month following the thirty-day notice period.

1.3 Adjustments shall be equal to the percent increase in the Consumer Price Index (C.P.I.) for All Urban Consumers (all items) for the 12 month period ending on December 30th of each year, not to exceed 5% of the payment for the preceding year.

2. **BUILDOUT COSTS AND RENTAL CREDIT:** Lessee will be responsible for buildout costs of the leased premises, an estimate of these costs are attached hereto as Exhibit B.

2.1 In consideration for the costs borne by Lessee in the initial buildout of the leased premises and the improvements made, City will grant a lease credit in the amount not to exceed Thirty One Thousand and Seven Hundred and Ten Dollars (\$31,710.00).

D. RIGHTS AND RESPONSIBILITIES OF THE PARTIES

1. Lessee shall have, and City hereby gives and grants to Lessee, the following rights:

1.1 The right to the use of roads and driveways in the conduct, operation and maintenance of Lessee's business.

1.2 The right to reasonable and adequate storage and parking space at location or locations designated by City and reasonably convenient to the terminal buildings at the Airport.

1.3 The right to complete a basic buildout within the leased premises area, to include walls, paint, doors, flooring and electric.

1.4 The responsibility to supply internal furnishings

1.5 The right to use shared space within the old terminal.

1.6 The right to place external public signage advertising subject to the following: Lessee acknowledges the City's desire to maintain a high level of aesthetic at the Airport. Therefore, Lessee covenants and agrees that, in the exercise of its privilege to install and maintain appropriate signs on the Leased Premises, it will submit to the City the size, design, content, and intended location of each sign and every sign it proposes to install on or within the Leased Premises, and that no signs of any type shall be installed on or within the Leased Premises without the specific prior written approval of the City as to the size, design, content, and location

2. City shall provide electric, water, sewage, for the leased premises. MACC shall be responsible for custodial services in the leased space. The city shall be responsible for custodial services in shared space.

#### E. SERVICE EQUIPMENT, SECURITY, AND PERSONNEL

Lessee hereby promises, covenants and agrees:

1. That personnel performing services hereunder shall be neat, clean and courteous, and Lessee shall not permit its agents, servants or employees to conduct business in a loud, noisy, boisterous, offensive or objectionable manner.
2. That it shall abide by and be subject to all reasonable rules and regulations which are now, or may from time to time be formulated by City concerning management, operation or use of the Airport.
3. That it will meet all expenses in connection with the use of the leased premises hereunder and the rights and privileges herein granted, including without limitation by reason of enumeration, taxes, permit fees, license fees and assessments lawfully levied or assessed upon the premises or structures and improvements situated thereon, and that it will secure all such permits and licenses.
4. That is will not do or permit anything to be done that may interfere with the effectiveness of utility heating, ventilating or air conditioning systems or portions thereof on or adjoining the Leased Premises, including lines, pipes, wires, conduits, and equipment connected with or appurtenant thereto.
5. City is required to comply with Federal Aviation Administration (FAA) and Transportation Security Administration (TSA) regulations. Lessee agrees to comply with City directives currently in effect or as may be hereafter enacted concerning airport security.

6. Lessee's employees who need access to the Airport's secure area will be required to attend Security Identification Display Area (SIDA) training, submit to criminal history records checks, and be approved by the Airport Manager, in his or her sole discretion, to obtain an airport identification/access badge ("Airport Badge"). All such Personnel will be required to strictly adhere to all applicable security requirements of the FAA, TSA, and the City of Columbia Regional Airport

6.1 Failure to strictly adhere to any applicable security requirement may subject Lessee's employees and/or students to temporary or permanent revocation of the Airport Badge, even on first offense. Lessee understands these requirements and agrees to advise its employees of this provision and of all FAA, TSA, and City of Columbia Regional Airport's security rules and regulations. Lessee further understands and agrees that none of its employees, officers, agents, or subcontractors' employees, officers and agents shall be allowed in the Airport's secure area at any time for any purpose, unless a satisfactory background investigation has been completed on such individual. Otherwise, such individual is to be, at all times, either escorted or under the supervision and surveillance of a person whose background has been satisfactorily investigated, provided the person responsible for escort is properly escorting said individual. Additionally, Lessee understands and agrees that the City shall have no liability whatsoever to Lessee or its employees for the denial or revocation of an Airport Badge.

6.2 Upon completion of the employment of any employee and/or students or termination of this Agreement, Lessee agrees to use its best efforts to ensure that all security items and Airport Badges are returned to the Airport Manager. Lessee understands that fees associated with unreturned badges are \$200 per badge.

7. Lessee shall use the Premises only for legal purposes. The Premises shall be used for aeronautical education purposes,

F. HOLD HARMLESS AGREEMENT:

To the fullest extent not prohibited by law, Lessee shall indemnify and hold harmless the City of Columbia, the City Council, its officers, agents and employees from and against all claims, damages, losses and expenses (including but not limited to attorney's fees) arising by reason of any act or failure to act, negligent or otherwise, of Lessee, or any subcontractor (meaning anyone, including but not limited to consultants having a contract with Lessee or a subcontractor for part of the services), of anyone directly or indirectly employed by Lessee or by any subcontractor, or of anyone for whose acts the Lessee or its subcontractor may be liable, in connection with providing these services. This provision does not, however, require Lessee to indemnify, hold harmless or defend the City of Columbia from its own negligence.

G. COMPREHENSIVE GENERAL LIABILITY INSURANCE:

The Lessee shall take out and maintain during the life of this contract such comprehensive general liability insurance as shall protect them and any subcontractor performing work covered by this contract, from claims for damages for personal injury including accidental death, as well as from

claims for property damages, which may arise from operations under this contract, whether such operations be by themselves or by any subcontractor or by anyone directly or indirectly employed by either of them. The amounts of insurance shall be not less than \$2,000,000.00 combined single limit for any one occurrence covering both bodily injury and property damage, including accidental death. If the contract involves any underground/digging operations, the general liability certificate shall include X, C and U (Explosion, Collapse and Underground) coverage.

H. COMPENSATION INSURANCE:

The Lessee shall take out and maintain during the life of this contract, Employers' Liability and Worker's Compensation Insurance for all of their employees employed at the site of the work, and in case any work is sublet, the Lessee shall require the subcontractor similarly to provide Worker's Compensation

Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Lessee. Workers Compensation coverages shall be statutory with minimum limits of \$500,000.00. Employers' Liability minimum limits shall be \$500,000.00 each employee, \$500,000.00 each accident, and \$500,000.00 policy limit. In case any class of employees engaged in hazardous work under this contract at the site of the work is not protected under the Worker's Compensation Statute, the Lessee shall provide and shall cause each subcontractor to provide Employers' Liability Insurance for the protection of their employees not otherwise protected.

I. AUTOMOBILE PUBLIC LIABILITY AND PROPERTY:

The Lessee shall maintain during the life of this contract, automobile public liability insurance in the amount of not less than \$2,000,000.00 combined single limit for any one occurrence and not less than \$150,000.00 per individual, covering both bodily injury, including accidental death, and property damage, to protect themselves from any and all claims arising from the use of the Lessee's own automobiles, teams and trucks; hired automobiles, teams and trucks; and automobiles both on and off the site of the work.

J. PROOF OF CARRIAGE OF INSURANCE:

The Lessee shall furnish the City with Certificate(s) of Insurance which name the City as additional insured in an amount as required in this contract, contain a description of the project or work to be performed, and requiring a thirty (30) day mandatory cancellation notice. In addition, such insurance shall be on occurrence basis and shall remain in effect until such time as the City has made final acceptance of the facility contracted.

K. LESSEE'S DEFAULT/TERMINATION

1. In the event the Lessee shall default in the payment of any sum when due hereunder, or shall default in the performance of any other covenant required to be kept by Lessee hereunder, and such default shall continue for a period of 30 (thirty) days after notice thereof from City, or if Lessee shall make an assignment for the benefit of creditors or be

adjudged bankrupt, City shall have the right to immediately terminate this agreement, and in the event of such termination, Lessee shall have no further rights hereunder and shall thereupon remove from said premises and shall have no further rights or claims thereto.

2. In the event that the United States Government or any of its agencies shall occupy the Airport or any substantial part thereof to such an extent as to materially interfere with Lessee's operations, or in the event of destruction by fire or other cause of all or a material portion of the Airport or Airport facilities, or if Lessee's operations shall for any reason, similar or dissimilar, be materially interfered with for a period in excess of 15 (fifteen) days, then, in any of those events, Lessee shall have the right upon written notice to City to terminate this agreement and Lessee's further obligations hereunder, or at its option, to suspend this agreement for the periods of such disability, in which cases the rental shall not be paid or payable from the effective date of such notice until normal operations shall have been restored and City shall return to Lessee a just proportion of any rental payment which may have been paid in advance for a month or portion thereof which falls within the period of disability.

L. ASSIGNMENT/SUBLETTING

The leased premises may not be sublet, in whole or in part, and Lessee shall not assign this agreement without prior written consent of City, nor permit any transfer by operation of law or Lessee's interest created hereby, other than by merger or consolidation.

M. NOTICE AND PAYMENT

Whenever any notice is required by this Agreement to be made, given or transmitted to the parties hereto, such notice shall be enclosed in an envelope with sufficient postage attached to insure delivery and deposited in the United States Mail, addressed to:

Notices, consents and approvals to City shall be addressed as follows:

Airport Manager  
Columbia Regional Airport  
11400 S. Airport Dr.  
Columbia, MO 65201

And notices, consents and approvals to Lessee addressed to:

MACC  
Attn: Dean of Workforce Development & Technical Education  
101 S. College Avenue  
Moberly, MO 65270

or such place as either party shall, by written directive, designate in the manner herein provided.

N. NONDISCRIMINATION

1. The Lessee, for itself, its heirs, personal representatives, successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that in the event facilities are constructed, maintained or otherwise operated on the said property described in this agreement for a purpose for which a Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, the Lessee shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 CFR Part 21, Nondiscrimination in Federally- Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

2. The Lessee for itself, its personal representatives, successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that: (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subject 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 grounds of race, color, or national origin shall be excluded from participation in, denied the benefits or, or otherwise be subject to discrimination, (3) that the Lessee shall use the premises in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

O. CITY'S RIGHTS RESERVED

1. City shall operate and maintain Airport as a public Airport consistent with, and pursuant to, the Sponsor's Assurances given by City to the United States Government under the Federal Aviation Act.

2. 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 the Lessee in this regard.

3. City reserves the right further to develop or improve the landing area and all publicly- owned air navigation facilities of the Airport as it sees fit, regardless of the desires or views of Lessee, and without interference or hindrance.

4. City reserves the right to take any action it considers necessary to protect the aerial approaches of the Airport against obstruction, together with the right to prevent Lessee

from erecting, or permitting to be erected, any building or other structure on the Airport which in the opinion of the City would limit the usefulness of the Airport or constitute a hazard to aircraft.

5. During time of war or national emergency, City shall have the right to enter into an agreement with the United States Government for military or naval use of part or all of the landing area, the publicly-owned air navigation facilities and/or other areas or facilities of the Airport. If any such agreement is executed, the provisions of the agreement with the Lessee shall be suspended.

6. It is understood and agreed that the rights granted by this agreement will not be exercised in such a way as to interfere with or adversely affect the use, operation, maintenance or development of the Airport.

7. There is hereby reserved to City, its successors or assigns, for the use and benefit of the public, a free and unrestricted right of flight for the passage of aircraft in the airspace above the surface of the premises herein conveyed, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft, now known or hereafter used for navigation of for flight in the air, using said airspace or landing at, taking off from, or operating on or about the Airport.

8. This agreement shall become subordinate to provisions of any existing or future agreement between the City and the United States of America or any agency thereof relative to the operation, development or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development of the Airport.

#### P. REQUIRED FEDERAL CONTRACT PROVISIONS

The terms attached hereto in Exhibit C are required as provided in the Federal Aviation Administration's Guidelines for Contract Provisions for Obligated Sponsors and Airport Improvement Program Projects, and are therefore incorporated into this Agreement as though fully rewritten herein.

#### Q. EXHIBITS

1. Exhibit A: Leased Premises
2. Exhibit B: Buildout projected costs
2. Exhibit C: Federal Contract Provisions

IN WITNESS WHEREOF, the parties hereto have been duly authorized to execute this agreement as of the above referenced date.

THE CITY OF COLUMBIA, MISSOURI

BY: \_\_\_\_\_  
De'Carlton Seewood, City Manager

ATTEST:

\_\_\_\_\_  
Sheela Amin, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Nancy Thompson, City Counselor/KMM

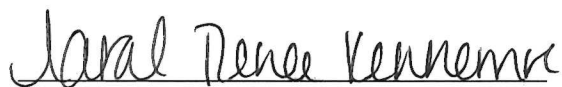
Moberly Area Community College

By: 

Name: Todd Martin

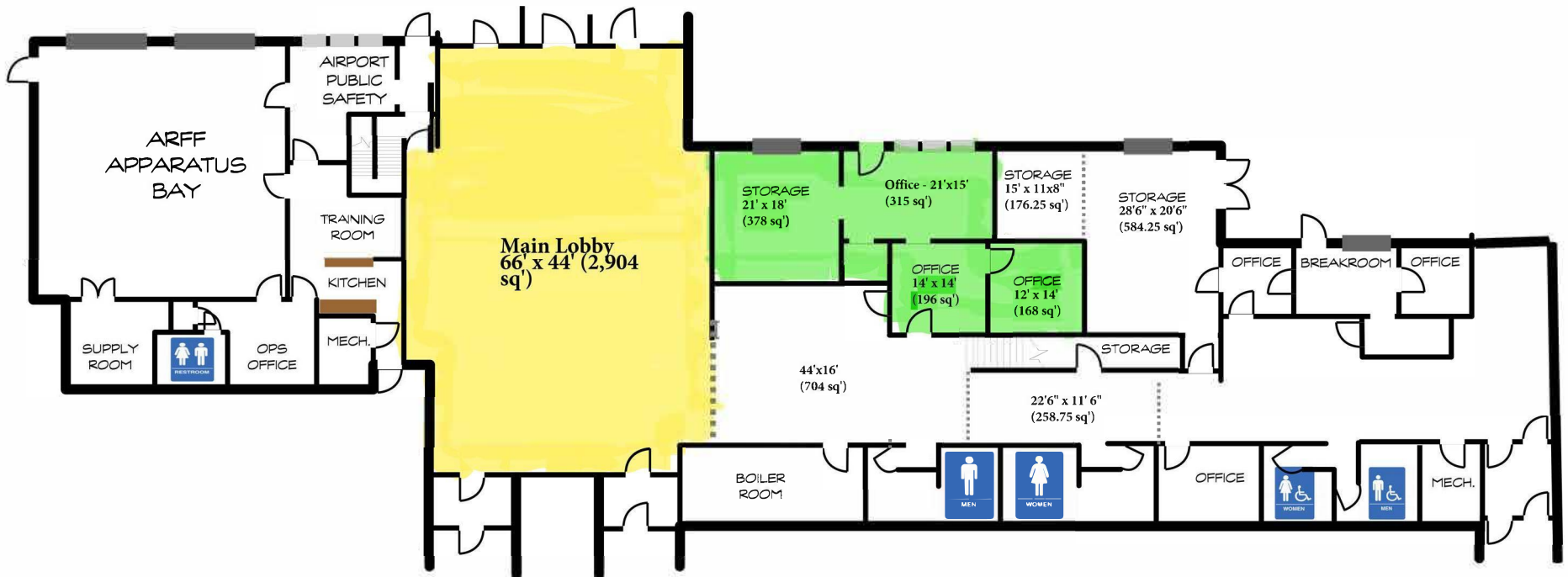
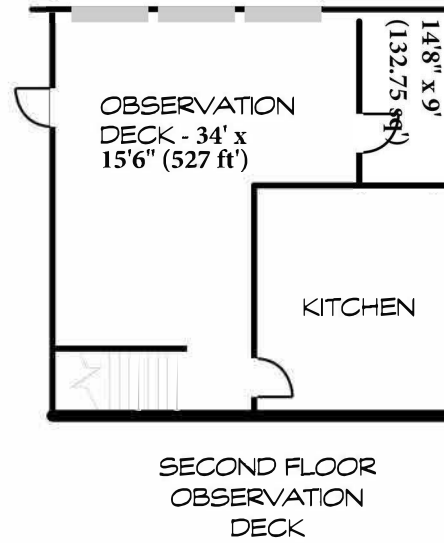
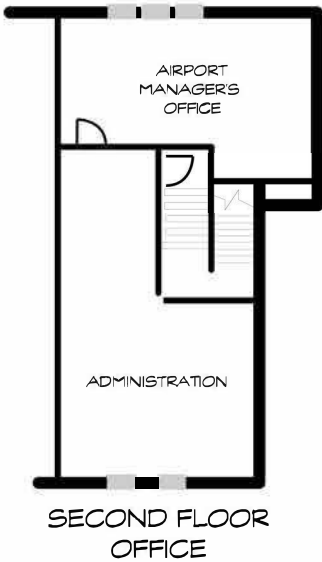
Title: President

ATTEST:





# Exhibit A



## **Exhibit B**

### **Moberly Area Community College (MACC)**

#### **Aviation Program – Phase II Interior Renovation**

##### Scope of Work

##### **1. Project Overview**

Moberly Area Community College proposes a limited interior renovation to support Phase II expansion of the Aviation Program located at the Columbia Regional Airport. This phase focuses on modest classroom, office, testing, and restroom improvements while maintaining previously completed Phase I spaces.

##### **2. Renovation Areas – INCLUDED**

The following areas are included in this Phase II scope of work:

##### ***A. Simulator Room***

- Electrical and data adjustments to support simulator equipment
- Flooring improvements as needed
- New door slab install
- Lighting improvements
- Paint and finishes
- Ceiling tile installation

##### ***B. Office / Key Room***

- Minor interior wall modifications to include a window install
- Electrical and data outlets
- Lighting updates
- New door slab
- Paint and finishes
- Flooring improvements as needed
- Secure key storage accommodations if required

### ***C. Testing / Conference Room***

- Conversion of existing room into testing and/or conference use
- Electrical and data outlets
- New door slab
- Lighting updates
- Paint and finishes
- Flooring improvements as needed
- Minor interior wall modifications to include a window install for monitoring space

### ***D. Restroom Improvements***

- Minor restroom upgrades with replacement of old fixtures as necessary
- ADA-related adjustments only if compliance issues are noted by architect

### ***E. Common Area Floor Restoration***

- Cleaning, polishing, or refinishing of existing floors
- No floor removal or structural changes

### ***F. Doors, Hardware, and Locks***

- Replacement or rekeying of doors and hardware only where impacted
- Install access control using current MACC system
- Install panic bar as needed for security per Airport

### **3. Limited Lobby Work**

The 44' x 16' lobby area is limited to cleaning only. No structural, electrical, or finish upgrades are included.

### **4. Areas – EXCLUDED**

- Phase I renovated areas
- Any exterior work
- HVAC system replacement or major modifications
- Fire alarm or sprinkler system modifications
- Structural modifications
- Roofing or building envelope work
- Technology equipment such as computers, monitors, or simulator hardware

## **5. General Conditions**

- Contractor shall coordinate all work with airport operations
- Work hours and access must comply with airport requirements
- Dust control, safety, and security protocols shall be followed at all times

## **8. Intent Statement**

This Phase II renovation is intended to be a limited interior upgrade to support program growth while minimizing disruption, cost, and regulatory triggers. No expansion of building footprint or change of use is proposed.

## EXHIBIT C

### **COLUMBIA REGIONAL AIRPORT (COU) FAA FEDERAL CONTRACT PROVISIONS LEASE AGREEMENT**

These terms and conditions are an exhibit of an agreement between the City of Columbia, Missouri, owners and lessees of the Columbia Regional Airport (hereinafter “Owner”) and Moberly Area Community College (hereinafter “Contractor”).

#### TABLE OF CONTENTS – FAA FEDERAL CONTRACT PRVISIONS

- I. Access to Records and Reports
- II. Breach of Contract Terms
- III. Civil Rights – General
- IV. Civil Rights – Title VI Assurance
- V. Civil Rights – ADA/504 Assurance
- VI. Federal Fair Labor Standards Act
- VII. Occupational Safety and Health Act
- VIII. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

#### I. ACCESS TO RECORDS AND REPORTS

Contractor must maintain an acceptable cost accounting system. Contractor 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 Contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor 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.

#### II. BREACH OF CONTRACT TERMS

Any violation or breach of terms of this contract on the part of the Contractor or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement.

Owner will provide Contractor written notice that describes the nature of the breach and corrective actions the Contractor must undertake in order to avoid termination of the contract. Owner reserves the right to withhold payments to Contractor until such time the Contractor corrects the breach or the Owner elects to terminate the contract. The Owner’s notice will identify a specific date by which the Contractor must correct the breach. Owner may proceed with termination of the contract if the Contractor fails to correct the breach by the deadline indicated in the Owner’s notice.

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

### III. CIVIL RIGHTS - GENERAL

The Contractor agrees to 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. If the Contractor transfers its obligation to another, the transferee is obligated in the same manner as the Contractor.

This provision obligates the Contractor for the period during which the property is owned, used or possessed by the Contractor and the airport remains obligated to the Federal Aviation Administration. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

### IV. CIVIL RIGHTS – TITLE VI ASSURANCE

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

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

**Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, 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.

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

**Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by 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.

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

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

**Incorporation of Provisions:** The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as 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.

#### **Transfer of Real Property**

- A. The Contractor 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. In the event facilities are constructed, maintained, or otherwise operated on the property described in this contract 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 will maintain and operate such facilities and services in compliance with all requirements imposed by the Nondiscrimination Acts and Regulations listed in the Pertinent List of Nondiscrimination 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, etc., in the event of breach of any of the above Nondiscrimination covenants, Owner will have the right to terminate the contract and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the contract 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 Owner 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 Owner and its assigns.

#### **Use/Access to Real Property**

- A. The Contractor 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 Contractor 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 a lease, in the event of breach of any of the above nondiscrimination covenants, Contractor will have the right to terminate the lease and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said lease had never been made or issued.
- C. With respect to deeds, in the event of breach of any of the above nondiscrimination covenants, Owner will there upon revert to and vest in and become the absolute property of Owner and its assigns.

#### **Title VI List of Pertinent Nondiscrimination Acts**

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

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- 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 § 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 USC §§ 12131 – 12189) 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, which 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. 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 USC 1681 et seq).

#### V. CIVIL RIGHTS – ADA/504 ASSURANCE

**Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of disability in the performance of its obligations under this Agreement in accordance with the Americans with Disabilities Act (ADA) and Section 504 of the Rehabilitation Act (504). 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 49 CFR part 27.

**Sanctions for Noncompliance:** In the event of a Contractor’s noncompliance with the non-discrimination provisions of this contract, the Owner 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.

#### **Use/Access to Real Property**

- A. The Contractor 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 disability, 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 disability, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) 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.
- B. With respect to a lease, in the event of breach of any of the above nondiscrimination covenants, Contractor will have the right to terminate the lease and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said lease had never been made or issued.
- C. With respect to deeds, in the event of breach of any of the above nondiscrimination covenants, Owner will there upon revert to and vest in and become the absolute property of Owner and its assigns.

#### VI. FEDERAL FAIR LABOR STANDARDS ACT

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part-time workers.

The Contractor has full responsibility to monitor compliance to the referenced statute or regulation. The Contractor must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

#### VII. OCCUPATIONAL SAFETY AND HEALTH ACT

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. The Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Contractor retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). The Contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

#### VIII. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

Contractor and Subcontractor agree to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [Public Law 115-232 § 889(f)(1)].