

License Agreement
Between the City of Columbia, Missouri
And
Moberly Area Community College

This Agreement is entered into this ____ day of _____, 2023 between the City of Columbia, Missouri, a municipal corporation (hereinafter "City") and Moberly Area Community College, 101 College Avenue, Moberly, MO 65270, (hereinafter "MACC").

Whereas, the City owns land and improvements located at 11300 South Airport Drive, Columbia, Missouri upon which City owns and operates Columbia Regional Airport, and

Whereas, MACC desires to use a portion of that property owned by the City for MACC sponsored Class A Commercial Driver's instruction and training programs for truck driving education. The City benefits from having access to speak to classes about City employment opportunities, reserved seats in a class if desired, and the opportunity to recruit potential employees from classes.

NOW THEREFORE, the Parties agree as follows:

1. The City owns a tract of land with improvements located at 11300 South Airport Drive, Columbia, Missouri and known as the Columbia Regional Airport, upon which the City operates a public airport, City agrees to allow MACC a license to a certain area of the property which is described as:

Approximately three hundred (300) feet by five hundred (500) feet and is located near the intersection of Angel Lane and Airport Drive on the exterior of the perimeter AOA fence.

And as shown in **Exhibit A**, attached hereto, for the sole purpose of conducting MACC sponsored Commercial Driver's License instruction and training for truck driving education and career development in accordance with the terms and conditions of their license as an accommodation to MACC.

2. City reserves the right to further limit the specific areas to be used for such training or designate a different area totally as required by airport needs and anticipated airport expansion and construction.

3. MACC understands and agrees that City owns and maintains the property for an airport and that this license of certain areas designated is not a transferable interest in the property.

4. This license given by the city is on a non-exclusive basis.

5. The term of this license shall be for three (3) years beginning on the date set forth above, unless terminated sooner by either Party pursuant to the terms of this license.

6. There shall be no rent or fees paid by MACC for license

7. Any work on the site must be completed at the expense of MACC. The City of Columbia is not responsible for grading, materials, or snow removal. All improvements must be approved by the airport manager.

8. This license may not be assigned, transferred, sublet or sold by MACC without prior written consent by City.

9. All programs, training and instructional classes conducted by MACC must be supervised and taught by certified, qualified, trained MACC instructors.

10. All programs and training by MACC will not interfere with airport operations of City, tenants on the site or with airline communication. MACC shall comply with all the requirements and regulations of the Federal Communications Commission.

11. MACC acknowledges the area where the training may take place is part of a secure airport and City may impose restrictions on time and means of access to the premises as City deems necessary for security purposes.

- a. MACC will utilize only the area where training may take place and surrounding roads for access and training. MACC will leave on-site in training area for duration of agreement: one truck and trailer for use of instruction, one 32' simulator trailer, and one self-contained portable toilet. Additionally, instructor vehicle and up to five (5) student vehicles will be parked in training area between hours of 8am and 5pm, Monday through Friday, unless restrictions on time are imposed by City.

12. To the fullest extent not prohibited by law, MACC shall indemnify and hold harmless the City, its directors, officers, agents and employees from and against all claims, damages, losses and expenses (including but not limited to attorneys' fees) arising by reason of any negligent act or failure to act, or willful misconduct, of MACC or any subcontractor (meaning anyone, including but not limited to consultants having a contract

with MACC or a subcontractor for part of the services), of anyone directly or indirectly employed by MACC or by any subcontractor or for anyone for whose acts MACC or its subcontractor may be liable, in connection with providing these services except as provided in this Agreement. This provision does not, however require MACC to indemnify, hold harmless or defend City, or its employees, agents or contractors from City negligence or willful misconduct.

13. MACC shall comply with all federal, state, and local statutes, ordinances and regulations including but not limited to the Federal Communication Commission (FCC) and the Federal Aviation Administration (FAA) including those listed in the attached **Exhibit B**, and any requirements or directives of the Transportation Security Administration (TSA). MACC shall at MACC's expense immediately correct any non-compliance or violation of all applicable laws. MACC shall satisfy all FAA, FCC, and TSA and any other applicable federal or state requirements for marking and lighting requirements of its equipment, and shall clearly mark or cordon off the training areas. MACC shall not cause or permit the storage of any hazardous materials or waste on the premises.

a. MACC will mark areas for training with orange cones,

14. All notices to either party shall be in writing and are effective when deposited in the U.S. mail certified and postage prepaid to the address set forth below or as otherwise provided by law:

Notice to City:
Director of Airport
11300 Airport Drive
Columbia, Missouri 65201

Notice to MACC:
Moberly Area Community College
101 College Avenue
Moberly, MO 65270

15. This Agreement shall be constructed in accordance with the law of Missouri, and the venue of any litigation shall be proper only in the Circuit Court of Boone County, Missouri or the U.S. District Court for Western Missouri. If any term or provision of this Agreement is found to be void or invalid by a court of competent jurisdiction, it still shall not affect the remaining terms of the Agreement which shall remain in effect.

16. In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either Parties rights and defenses with regard to the applicable sovereign, governmental or official immunities and protections as provided by federal and state constitution and law.

17. MACC expressly understands this Agreement is subordinate and subject to all existing agreements between City and the Federal Aviation Administration and between the City and the State of Missouri. During state or national emergency this Agreement may be suspended. It is further subordinate to the provisions of any existing or future agreement between City and the United States government relative to the operations or maintenance of the Airport.

18. MACC agrees to prevent any use of the licensed areas which would interfere with or adversely affect the operation or maintenance of the Airport or otherwise constitute an airport hazard.

[SIGNATURE PAGE FOLLOWS]

CITY OF COLUMBIA, MISSOURI

By: _____
De'Carlton Seewood, City Manager

^{DS}
SB

Date: _____

ATTEST:

By: _____
Sheela Amin, City Clerk

APPROVED AS TO FORM:

By: _____
Nancy Thompson, City Counselor

Moberly Area Community College

By: _____
Jeffery C. Lashley, President

DocuSigned by:
Jeff Lashley

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Date: 7/31/2023

Exhibit A – MACC CDL



COLUMBIA REGIONAL AIRPORT (COU)**FAA FEDERAL CONTRACT PROVISIONS****MOBERLY AREA COMMUNITY COLLEGE**

These terms and conditions are an exhibit of an agreement between the City of Columbia, Missouri, owners and operators of the Columbia Regional Airport (hereinafter "Owner" or "Sponsor") and Moberly Area Community College at Columbia Regional Airport (hereinafter "Contractor") and any and all subcontractors.

CIVIL RIGHTS - GENERAL

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

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

The above provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract.

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:

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

**CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY,
FACILITY OR PROGRAM**

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

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 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-259) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990 (42 USC § 12101, *et seq.*) (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration's Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs [70 Fed. Reg. 74087 (2005)];
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC § 1681, *et seq.*).