

This **LICENSE AGREEMENT FOR THE PROVISION OF AUTOMATIC TELLER DEVICES** ("Agreement") is made and entered into this 23rd day of September, 2024 ("Effective Date") by and between **Dane County** ("County") and **Meirtran, Inc.** ("Company").

## RECITALS

1. The County is the owner and operator of Dane County Regional Airport ("Airport");
2. County desires to engage Company to provide **Automatic Teller Machines ("ATMs")** at specified locations throughout the Airport (the "Services"); and
3. Company desires to provide the Services at the Airport.

**NOW THEREFORE**, County and Company, for good and valuable consideration, agree as follows:

## AGREEMENT

1. **Exhibits.** The following exhibits are attached hereto and incorporated herein.

**Exhibit A** Specifications  
**Exhibit B** ATM Locations  
**Exhibit C** Federal Requirements

Any conflict between **Exhibits A or B** and the main body of the Agreement shall be resolved in favor of the main body of the Agreement. Any conflict between **Exhibit C** and the main body of the Agreement or the other Exhibits will be resolved in favor of **Exhibit C**.

2. **Specifications.** The detailed Specifications the Services are provided in **Exhibit A**.
3. **Term.** The initial term of this Agreement shall begin as of the Effective Date stated above and continue for two years. Any continuation or otherwise holdover of the Agreement must be agreed to in writing by the parties.
4. **Company's Rights.**
  - a. Exclusivity. Company is hereby granted the exclusive right and obligations to install, maintain and operate ATMs at the Airport in locations designated by the Airport Director or their designee and mutually agreed to by the Company.
  - b. Additional Locations. As the Airport expands, additional locations may be added. Locations will be negotiated upon availability of space and provided to the Company in the Airport's sole discretion.
  - c. Common Use. Company shall have the right to use, in common with others, Airport facilities necessary for the operation and maintenance of its ATMs, subject to applicable ordinances and existing or future Airport rules and regulations.
  - d. Installation. Airport assumes responsibility for any required rough-in construction and cable wiring to the wall. All additional installation is the responsibility of the Company. Any upfit must be performed in accordance with the Airport's terminal design and with advance approval by the Airport Director or their designee.
  - e. Advertising. Company shall not place any advertisement for any third party on the ATM units.

- f. Ownership. Ownership of the ATMs shall at all times be and remain vested in Company. Pursuant to Company's ownership of ATMS, Company shall have the right, without County's consent at any time and from time to time, to alter, modify and/or change the appearance, services, products, features and/or functionality of the ATMS so long at all times the ATMs are in compliance with the Specifications set forth herein. The ATMs shall not under any circumstances constitute, be or be deemed to be fixtures annexed to the premises and such ATMs shall at all times be and remain free and clear of any claims, liens or encumbrances created by the County.
- g. Cash - Ownership and Risk. Company shall own all cash transported to and placed within the ATMs. Company shall bear the risk of loss of cash except for losses caused by the negligence, criminal activity or improper or willful misconduct of (i) County, (ii) any of County's agents or employees acting within the scope of their agency or employment or (iii) any of County's concessionaires.
- h. System Conversion. Company shall have the right, without County's consent, at any time and from time to time, to convert the ATM systems and/or facility capable of accepting and operating with any and all Company credit, debit or identification cards or devices designated or allowed by Company.

**5. Rights Reserved to the County.** County, in addition to any rights herein retained by it or those not expressly granted, reserves the following privileges:

- a. The right to further develop or improve the Airport, including the terminal and concourses, as it sees fit, regardless of the desires or view of the Company and without interference or hindrance.
- b. The right to change the location of any or all of Company's ATMs if necessitated for the security of the Airport or to comply with a requirement of the United States government or any department thereof. The County shall endeavor to notify Company of any such change upon fifteen (15) days written notice and shall bear the expense, if any, of upfitting the relocation site to accommodate the installation of the ATM. If Company believes in good faith that such relocation materially affects the rights granted herein, Company may terminate this Agreement upon thirty (30) days' written notice to the County. If County wishes to relocate any or all of Company's ATMs for a reason other than those stated herein, then County must gain Company's consent, and that consent shall not be unreasonably withheld.
- c. The right to enforce, and adopt from time to time, reasonable rules and regulations, which Company agrees to observe and obey, with respect to the use of the Airport. County shall not be liable to Company for any diminution or deprivation of Company's rights hereunder on account of the exercise of any such authority.

**6. County's Obligations.**

- a. County shall keep the public and passenger space in the terminal building and concourses adequately supplied, equipped, furnished, and maintained in a presentable condition.
- b. County will supply heat, janitorial service, electricity, air conditioning, and general building maintenance for the buildings where ATMs are located and will supply electricity to Company's ATMs.
- c. The obligations assumed by County under this Section shall not obligate County, except as provided herein, to repair or rebuild any Airport facilities damage by the elements, fire, explosion or other cause beyond the control of the County.

7. **Compensation and Transaction Fee.** Company shall pay the County a fee based on number of transactions per month. For 0-75 transactions in a calendar month payout shall be \$0.50 per transactions and for 76+ transactions in a calendar month payout shall be \$1.00. Company may charge its customers a Transaction fee of up to \$3.00. For the purpose of this Agreement, a Transaction is defined as the successful completion of a balance check, transfer, or withdrawal at any of Company's ATMs. A Transaction fee shall apply to anyone that is not a cardholder of the branded financial institution, BMO Bank, for every transaction.
8. **Payments.** The Transaction fee is due on the 20<sup>th</sup> of each month for the Transactions that occurred in the previous calendar month without demand or invoice from the County. Payment shall be made by check. Interest in the amount of one and a half percent (1.5%) per month shall accrue on all past due amounts. With each payment the Company shall provide the County a report on the number of transactions generated by the rights granted by this Agreement in the previous month; report will be mailed with the check.
9. **Books, Records and Auditing.** The Company shall keep true and accurate accounts, books, records and data which shall, among other things, track all services rendered by the Company at the Airport. Such records shall be open to inspection and subject to audit and/or reproduction, by the County's agent or authorized representative to the extent necessary to adequately permit evaluation and verification of any payments or reports submitted by the Company in connection with this Agreement. County shall bear the cost of such audit, unless it is discovered Company underpaid the County by more than 3% of the total money owed under this Agreement.

## 10. INDEMNITY AND INSURANCE REQUIREMENTS

- a. **Company to Indemnify County.** Company shall indemnify, hold harmless and defend County, its boards, commissions, agencies, officers, employees and representatives against any and all liability, loss (including, but not limited to, property damage, bodily injury and loss of life), damages, costs or expenses which County, its officers, employees, agencies, boards, commissions and representatives may sustain, incur or be required to pay by reason of the use, occupancy, or operations of Company at the Airport; provided, however, that the provisions of this paragraph shall not apply to liabilities, losses, charges, costs, or expenses caused by or resulting from the acts or omissions of County, its agencies, boards, commissions, officers, employees or representatives. Any failure on the part of Company to comply with reporting or other provisions of its insurance policies shall not affect this Company's obligations under this paragraph. County reserves the right, but not the obligation, to participate in defense without relieving Company of any obligation under this paragraph. The obligations of Company under this paragraph shall survive the expiration or termination of this Agreement.
- b. **Insurance Requirements.** In order to protect itself and County, its officers, boards, commissions, agencies, agents, volunteers, employees and representatives under the indemnity provisions of the subparagraph above, Company shall, at Company's own expense, obtain and at all times during the term of this Agreement keep in full force and effect the insurance coverages, limits, and endorsements listed below. When obtaining required insurance under this Agreement and otherwise, Company agrees to preserve County's subrogation rights in all such matters that may arise that are covered by Company's insurance. Neither these requirements nor the County's review or acceptance of Company's certificates of insurance is intended to limit or

qualify the liabilities or obligations assumed by the Company under this Agreement. The County expressly reserves the right to require higher or lower insurance limits where County deems necessary.

i. Commercial General Liability

Company agrees to maintain Commercial General Liability insurance at a limit of not less than \$1,000,000 per occurrence. Coverage shall include, but not be limited to, Bodily Injury and Property Damage to Third Parties, Contractual Liability, Personal Injury and Advertising Injury Liability, Premises-Operations, Independent Providers and Subcontractors, and Fire Legal Liability. The policy shall not exclude Explosion, Collapse, and Underground Property Damage Liability Coverage. The policy shall cover bodily injury and property damage liability, owned and non-owned equipment, blanket contractual liability.

ii. Workers' Compensation

Company agrees to maintain Workers Compensation insurance at Wisconsin statutory limits.

iii. Umbrella or Excess Liability

Company may satisfy the minimum liability limits required above for Commercial General Liability and Business Auto Liability under an Umbrella or Excess Liability policy. There is no minimum Per Occurrence limit of liability under the Umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for the Commercial General Liability and Business Auto Liability. Company agrees to list Dane County as an "Additional Insured" on its Umbrella or Excess Liability policy.

**c. Required Policy Provisions**

i. Insurer's Requirement

All of the insurance shall be provided on policy forms and through companies satisfactory to County, and shall have a minimum AM Best's rating of A- VIII.

ii. Additional Insured

County, its elected and appointed officials, officers, employees or authorized representatives or volunteers are to be given additional insured status (via ISO endorsement CG 2010, CG 2033, or insurer's equivalent for general liability coverage) as respects: liability arising out of activities performed by or on behalf of Company; premises occupied or used by Company; and vehicles owned, leased, hired or borrowed by Company. The coverage shall contain no special limitations on the scope of protection afforded to County, its elected and appointed officials, officers, employees or authorized representatives or volunteers. Except for the workers compensation policy, each insurance policy shall contain a waiver of subrogation endorsement in favor of County.

iii. Company's Insurance Shall be Primary

For any claims related to this Agreement, Company's insurance shall be primary insurance with respect to County, its elected and appointed officials, officers, employees or authorized representatives or volunteers. Any insurance, self-insurance, or other coverage maintained by County, its elected and appointed officers, officials, employees or authorized representatives or volunteers shall not contribute to the primary insurance. Company's insurance shall apply separately to

each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability

iv. Cancellation Notice

Each insurance policy required by this Agreement shall state, or be endorsed so as to the state, that coverage shall not be canceled by the insurance carrier or the Company, except after sixty (60) days (ten (10) days for non-payment of premium) prior written notice by U.S. mail has been given to County.

v. Evidences of Insurance

Prior to execution of the Agreement, Company shall file with County a certificate of insurance (Accord Form 25-S or equivalent) signed by the insurer's representative evidencing the coverage required by this Agreement. Such evidence shall include an additional insured endorsement signed by the insurer's representative. Such evidence shall also include confirmation that coverage includes or has been modified to include all required provisions as detailed herein.

vi. Subcontractors

In the event that Company employs subcontractors as part of this Agreement, it shall be the Company's responsibility to require and confirm that each subcontractor meets the minimum insurance requirements specified above.

**d. Insurance Modifications**

The parties do hereby expressly agree that County, acting at its sole option and through its Risk Manager, may waive any and all requirements contained in this Agreement, such waiver to be in writing only. Such waiver may include or be limited to a reduction in the amount of coverage required above. The extent of waiver shall be determined solely by County's Risk Manager taking into account the nature of Company's operations and other factors relevant to County's exposure, if any, under this Agreement.

**11. Covenants and Representations.** The Company covenants and represents that it shall exercise a customary degree of care and diligence in performing all services under this Agreement. The Company shall render services under this Agreement in accordance with the customary professional standards prevailing for major international airports in the United States. The Company further covenants and represents that:

- a. To the best of Company's actual knowledge, information, and belief, the services performed by it under this Agreement do not violate any contracts with third parties or any third party rights in any patent, trademark, copyright, trade secret or similar right;
- b. The services performed hereunder shall be performed in a professional manner and by qualified staff and shall satisfy the requirements set forth in this Agreement;
- c. It has sufficient expertise and resources to perform under this Agreement;
- d. It has all the requisite corporate power and/or authority to execute, deliver and perform its obligations under this Agreement;
- e. The execution, delivery, and performance of this Agreement have been duly authorized by the Company;
- f. No approval, authorization, or consent of any governmental or regulatory authority is required to be obtained or made by it in order for it to enter into and perform its obligations under this Agreement;

- g. In connection with its obligations under this Agreement, it shall comply with all applicable federal, state and local laws and regulations and shall obtain all applicable permits and licenses; and
- h. To the best of Company's actual knowledge, it and each of its subcontractors have complied and shall comply with all federal, state and local laws and regulations relating to the performance of this Agreement and/or to the products and services delivered hereunder and shall obtain all applicable verifications, permits and licenses.

12. **Cancellation by Company.** Company may cancel this agreement any time that Company is not in default in its payments to County by giving County sixty (60) days advance written notice, to be served as hereinafter provided, upon or after any one of the following events:

- a. The issuance by any court of competent jurisdiction of an injunction in any way preventing, or restraining, the use of the Airport or any part thereof, for Airport purposes, and if such injunction remains in force for a period of at least sixty (60) days;
- b. The inability of Company to use, for a period in excess of sixty (60) days, the Airport, or any other premises, facilities, rights, licenses, services, or privileges provided to Company hereunder, because of fire, explosion, earthquake, other casualty, Acts of God, or the public enemy, provided that same is not caused by negligence or willful acts, or failure to act, on the part of Company;
- c. The default by County in the performance of any covenant or agreement herein contained or required to be performed by County, and the failure of County to remedy such default for a period of thirty (30) days after receipt of written notice from Company to remedy the same; provided however, that no notice of cancellation, as above provided, shall be of any force or effect if County shall have remedied the default prior to receipt of Company's notice of cancellation;
- d. The assumption by the United States Government, the State of Wisconsin, or any authorized agency of either, of the operation, control, or use of the Airport and its facilities in such a manner as to substantially restrict Company from operating its ATM operation, if such restriction be continued for a period of sixty (60) days or more;
- e. A substantial increase in the surcharge and network fees Company's must pay relevant to this Agreement;
- f. The abolition or elimination of ATM surcharging by law or by network regulation; or
- g. A substantial decrease in the use of the Airport due to the departure of a major airline or other change that significantly decreases the economic benefit of this Agreement to the Company.

Failure of Company to declare this lease terminated for any of the reasons set out above shall not operate to bar or destroy the right of Company to cancel this Agreement by reason of any subsequent violation of the terms of this Agreement.

13. **Cancellation by County.** County may cancel this agreement by giving Company fifteen (15) days advance written notice (or other notice as specifically identified herein) upon violations of this Agreement or upon or after any one of the following events:

- a. The filing by Company of a voluntary petition in bankruptcy;
- b. The institution of proceedings in bankruptcy against Company and the adjudication of Company as bankrupt pursuant to such proceedings;
- c. The appointment of a receiver of Company's assets; or any general assignment for

- the benefit of Company's creditors;
- d. The abandonment by Company of its operation of any ATM at the Airport for a period of thirty (30) days;
  - e. The default by Company in the performance of any covenant or agreement required herein to be performed by Company, and Company's failure to commence and diligently continue to correct such default upon ten days notice of such default;
  - f. The lawful assumption by the United States Government, or any authorized agency thereof, of the operations, control or use of the Airport and facilities, or any substantial part or parts thereof, in such manner as to substantially restrict Company, for a period of at least sixty (60) days, from its Airport operation;
  - g. Failure of Company to pay fees, when due, the time of such payment being of the essence in this Agreement; or

Failure of County to declare this lease terminated upon the default of Company for any of the reasons set out above shall not operate to bar or destroy the right of County to cancel this lease by reason of any subsequent violation of the terms of this lease. Further, the acceptance of payment by County for any period after a default of any of the terms, covenants or conditions by Company shall not be deemed a waiver of any right on the part of County to cancel this lease.

- 14. Obligations upon Expiration or Termination.** Upon expiration or termination of the Agreement, the Company shall coordinate with the County and any future third party selected to provide the Services to smoothly transition the Services from the Company to another party. In the event of Termination, Company shall pay County for Transactions that occurred prior to the effective date of termination.
- 15. Other Remedies.** Upon termination of this Agreement, each party may seek all legal and equitable remedies to which it is entitled. The remedies set forth herein shall be deemed cumulative and not exclusive and may be exercised successively or concurrently, in addition to any other available remedies.
- 16. Airport Concession Disadvantage Business Enterprise ("ACDBE").** The County has set an ACDBE goal for this Agreement of zero percent (0%). However, if Company chooses to utilize an ACDBE, Company shall observe the terms and conditions of 49 CFR Part 23 and the County's ACDBE Program, and Company shall provide such information and documentation that is required for compliance with said ACDBE Program.

**17. Miscellaneous Conditions**

- a. Relationship of the Parties. The relationship of the parties established by this Agreement is solely that of independent contractors, and nothing contained in this Agreement shall be construed to (i) give any party the power to direct or control the day-to-day activities of the other; or (ii) constitute such parties as partners, joint venturers, co-owners or otherwise as participants in a joint or common undertaking.
- b. Governing Law and Jurisdiction. The parties acknowledge that this Agreement is made and entered into in Madison, Wisconsin. The parties further acknowledge and agree that Wisconsin law shall govern all rights, obligations, duties, and liabilities of the parties to this Agreement, and that Wisconsin law shall govern interpretation of this Agreement and any other matters relating to this Agreement (all without regard to Wisconsin conflicts of laws principles).  
The parties further agree that any and all legal actions or proceedings relating to this

- Agreement shall be brought in a state or Federal court sitting in Dane County, Wisconsin. By execution of this Agreement, the parties submit to the jurisdiction of said courts and hereby irrevocably waive any and all objections that they may have with respect to venue in any of the above courts.
- c. General Compliance with Laws. The Company shall comply with all Federal, State, and local laws, ordinances, and regulations applicable to the services provided herein (the "Regulations"). If, due to conflicts between two or more Regulations or due to conflicts in the interpretation or enforcement of such Regulations by courts or governing bodies having jurisdiction over the services, the Company is unable to comply with such Regulations, the Company shall exercise usual and customary professional care in complying with such conflicting Regulations. The Company further agrees that it will at all times during the term of this Agreement be in compliance with all applicable Federal, State and/or local laws regarding employment practices. Such laws include, but shall not be limited to workers' compensation, the Fair Labor Standards Act (FSLA), the Americans with Disabilities Act (ADA), the Family and Medical Leave Act (FMLA), and all Occupational Safety and Health Administration (OSHA) regulations applicable to the work.
  - d. Amendment. No amendment or change to this Agreement shall be valid unless in writing and signed by both parties to this Agreement.
  - e. Binding Nature and Assignment. This Agreement shall bind the parties and their successors and permitted assigns. Neither party may assign or subcontract this Agreement without the prior written consent of the other. Any assignment or subcontract attempted without the written consent of the other party shall be void except where such occurred by operation of law.
  - f. Severability. The invalidity of one or more of the phrases, sentences, clauses or sections contained in this Agreement shall not affect the validity of the remaining portion of the Agreement so long as the material purposes of the Agreement can be determined and effectuated. If any provision of this Agreement is held to be unenforceable, then both parties shall be relieved of all obligations arising under such provision, but only to the extent that such provision is unenforceable, and this Agreement shall be deemed amended by modifying such provision to the extent necessary to make it enforceable while preserving its intent.
  - g. Approvals. All approvals or consents required under this Agreement must be in writing.
  - h. Waiver. No delay or omission by either party to exercise any right or power it has under this Agreement shall impair or be construed as a waiver of such right or power. A waiver by either party of any covenant or breach of this Agreement shall not constitute or operate as a waiver of any succeeding breach of that covenant or of any other covenant. No waiver of any provision of this Agreement shall be effective unless in writing and signed by the party waiving the rights.
  - i. Interest of the Parties. The Company covenants that its officers, employees, shareholders and sub-consultants have no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement.
  - j. The Company shall pay all applicable Federal, State and local taxes that may be chargeable against the performance of the Services.
  - k. Survival of Provisions. Those Articles of this Agreement and the Exhibits that by their nature would reasonably be expected to continue after the termination of this Agreement shall survive the termination of this Agreement.
  - l. Change in Control. The Company shall notify the County within ten (10) days of the occurrence of a change in control. As used in this Agreement, the term "control" shall



mean the possession, direct or indirect, of either: (a) The ownership of or ability to direct the voting of, as the case may be, fifty-one percent (51%) or more of the equity interests, value or voting power in the Company; or (b) The power to direct or cause the direction of the management and policies of the Company whether through the ownership of voting securities, by contract or otherwise.

- m. Force Majeure. The parties shall not be liable for any delay in performance or failure to perform any term or condition of this Agreement caused by fire, explosion, accident, flood, strike, any regulation, rule or act of a government agency precluding performance, any act of God, armed conflict, civil commotion, or any failure of any network group or financial institution which has an agreement with Company to provide any of the Services.
- n. Compliance with Security Measures. Company acknowledges and agrees that: (i) access to the secured areas of the terminal is subject to security measures imposed by the United States ("Security Plan") and enforced by the Transportation Security Administration; (ii) Access to the secured area by Company's officers and employees shall be limited to and conditioned upon compliance with the Security Plan as it exists upon the effective date of this agreement, and as may be modified from time to time; (iii) Company's officers and employees who need regular access to the secured areas will have to apply for and qualify for security identification badges ("Security Badges") issued by the Airport Director or their designee; and (iv) County shall not be liable to Company for any diminution or deprivation of Company's rights hereunder on account of the inability or delay of Company or his officers or employees to obtain a Security Badge, regardless of the reason.
- o. Network Marks. Company and County acknowledge and agree that this Agreement does not operate to assign, transfer or convey to County any license, privilege or right of any kind or nature whatsoever to use for any reason any network name or network marks owned by Concessionaire in any of County's advertising, signage or promotional materials, including without limitation, printed sales/marketing materials without the prior written consent, authorization and approval of Company.
- p. Entire Agreement. This Agreement is the entire agreement between the parties with respect to its subject matter, and there are no other representations, understandings, or agreements between the parties relative to such subject matter. This Agreement supersedes all prior agreements, negotiations, representations, and proposals ("prior agreements"), written or oral, except to the extent such prior agreements are incorporated by reference into this Agreement.
- q. Notice. The County and the Company shall cooperate with one another to fulfill their respective obligations under this Agreement Any notice, demand, consent or other formal communication required or contemplated by this Agreement shall be in writing and shall be to County and to Company at the respective addresses set forth below:

**For the County:**

Office of the Airport Director  
Dane County Regional Airport  
4000 International Lane  
Madison, WI 53704

**For the Company:**

Meirtran Inc.  
ATTN: David Hayenga  
5617 Sockness Dr.  
Rockford, IL 61109

Each party may change its address for notification purposes by giving the other party written notice of the new address and the date upon which it shall become effective.

IN WITNESS WHEREOF and with the intent to be bound hereby, County and Company have executed this Agreement on the dates indicated below.

**FOR MEIRTRAN, INC.:**

By:  Date: 09/23/24  
David Hayenga  
President and CFO

**FOR DANE COUNTY:**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Kimberly Jones, Director  
Dane County Regional Airport

Exhibit A  
Specifications

The following specifications are in addition to those expressed elsewhere in the Agreement:

1. Cash will be provided by Company with all cash replenishments being performed by Company. ATMs will be branded BMO Bank through a separate branding contract between Company and BMO Bank.
2. Company will provide all service calls due to electronic and mechanical failure.
3. Service calls and maintenance shall include mechanical, electronic, and sub-assembly parts.
4. Company will repair and restore to normal, safe operation any equipment failure due to vandalism, lightning, or any other Act of God.
5. Company will monitor terminal performance and ensure service calls during service hours are responded to within 24 hours of onset of the outage.
6. The maximum withdrawal per transaction will be set at \$300.

Exhibit B  
ATM Locations

Dane County Regional Airport – MSN  
4000 International Lane  
Madison, WI 53704

1<sup>st</sup> Level, Pre-security: by the greeter's lounge between Doors 4 and 5

2<sup>nd</sup> Level, Post-security: by the airport offices between Gates 8 and 9

Exhibit C  
Federal Requirements

The provisions in this Exhibit C are included in this Agreement as required by federal law.

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

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

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

- B. Compliance with Nondiscrimination Requirements. During the performance of this contract, the Company, for itself, its assignees, and successors in interest (hereinafter referred to as the "Company"), agrees as follows:

1. Compliance with Regulations: The Company (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 Company, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Company will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. Solicitations for Subcontracts, including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding or negotiation made by the Company for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Company of the Company's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
4. Information and Reports: The Company will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of

information, and its facilities as may be determined by County or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of Company is in the exclusive possession of another who fails or refuses to furnish the information, the Company will so certify to County or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance: In the event of a Company's noncompliance with the non-discrimination provisions of this contract, County will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
  - a. Withholding payments to the Company under the contract until the Company complies; and/or
  - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. Incorporation of Provisions: The Company will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Company will take action with respect to any subcontract or procurement as County or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Company becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Company may request County to enter into any litigation to protect the interests of County. In addition, the Company may request the United States to enter into the litigation to protect the interests of the United States.

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

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

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

- The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-259) (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.*).