

## **AGREEMENT FOR SERVICES AT PELLSTON REGIONAL AIRPORT**

THIS AGREEMENT is made between the County of Emmet, a Michigan municipal corporation, with an address of 200 Division Street, Petoskey, Michigan 49770 (hereinafter "County"), and the Pellston A.R.F.F., Inc., a Michigan corporation, with an address of P.O. Box 467, Pellston, Michigan 49769 (hereinafter "A.R.F.F."), and shall replace all prior Agreements between the parties.

### **Recitals**

WHEREAS, the County is the owner of certain property located in McKinley Township, Emmet County, Michigan, that is commonly referred to as the Pellston Regional Airport of Emmet County (hereinafter "Airport"); and

WHEREAS, the County operates the Airport at said location; and

WHEREAS, the County wishes to contract for services at the Airport to include certain cleaning services, snow plowing/removal, grounds/equipment maintenance, UNICOM services, and aircraft fire control and crash rescue services; and

WHEREAS, A.R.F.F. represents that it is qualified and willing to provide these services.

THEREFORE, the parties agree as follows;

1. **PARTIES.** The County and A.R.F.F. are the appropriate parties to this Agreement.
2. **TERM.** Unless earlier terminated as provided herein, the term of this Agreement will commence on January 1, 2021 and will expire on December 31, 2025.

If either party believes that amendments need to be made to this Agreement in regards to any of its terms, both parties agree to negotiate in good faith any proposed changes.

3. **COMPENSATION; PAYMENT.** The County shall pay to A.R.F.F. for its services under this Agreement the annual sum of Six Hundred Ninety Thousand and 00/100 Dollars (\$690,000.00) in monthly installments of Fifty Seven Thousand Five Hundred and 00/100 Dollars (\$57,500.00) to be paid on the first business day of the month.

Effective January 1, 2022, said compensation stated above will be increased by two percent (2%) with monthly installments increased to reflect the additional compensation. The annual sum at that date will be increased to Seven Hundred Three Thousand Eight Hundred and 00/100 Dollars (\$703,800.00) with monthly installments increased to Fifty Eight Thousand and Six Hundred Fifty and 0/100 Dollars (\$58,650.00).

Effective January 1, 2024, said compensation will again be increased by two percent (2%) with monthly installments increased to reflect the additional compensation. The annual sum at that date will be increased to Seven Hundred Seventeen Thousand and Eight Hundred Seventy Six and 00/100 Dollars (\$717,876.00) with monthly

payments increased to Fifty Nine Thousand Eight Hundred Twenty Three and 00/100 Dollars (\$59,823.00).

Effective January 1, 2025, said compensation will again be increased by one percent (1%) with monthly installments increased to reflect the additional compensation. The annual sum at that date will be increased to Seven Hundred Twenty Five Hundred Fifty Five and 00/100 Dollars (\$725,055.00) with monthly installments increased to Sixty Thousand Four Hundred Twenty One and 25/100 Dollars (\$60,421.25).

A.R.F.F. may bill for additional compensation of wages related to a major snow/ice event that occurs outside normal working hours in an amount not to exceed \$3,000.00 in any one year of the Agreement. A major snow/ice event is described as such an event occurring outside of normal working hours that requires continued removal / treatment of snow and/or ice to enable aircraft to safely land, taxi, and park as well as ensuring access for the public to airport driveways and parking lots.

A.R.F.F. may bill for additional compensation in the event of after hour flights where flights are charged an "after hour" fee by the Airport. This compensation will be equal to the amount of the fee charged to the aircraft for a late flight.

A.R.F.F. may bill for skilled maintenance services provided by A.R.F.F., upon request of the Airport Manager, including but not limited to, maintenance of the HVAC, electrical/lighting and sanitary systems, jet ways, generators, elevators, and minor carpentry work.

The County will pay for said skilled maintenance services described above upon receipt of periodic, itemized invoices and work orders from A.R.F.F.; provided however that the total sum for such services shall not exceed \$7,000.00 for any calendar year of this Agreement.

All skilled maintenance services provided under this Agreement will be performed in accordance with any and all applicable federal, state, and local laws relative to licensing and permits that may be required for the performance of such services.

The foregoing shall constitute the total compensation due to A.R.F.F. for its services under this Agreement. Should commercial passenger flight service terminate during the term of this Agreement, the parties agree that they will re-enter negotiations to adjust the compensation.

4. SERVICES TO BE PROVIDED BY A.R.F.F. For and in consideration of the compensation to be paid by the County, as well as the covenants and conditions contained in this Agreement, A.R.F.F. shall perform the following services daily, 7 days a week, 52 weeks per year, starting 1-1/2 hours before the first flight of the day and ending 15 minutes after the last flight, or in accordance with the Airport's published hours of operation.

A. **Cleaning of Aero-Center Building.** A.R.F.F. shall maintain the cleanliness of the Aero-Center Building on a daily basis under a maintenance schedule established by the Airport Manager, including, but not limited to:

- (1) The Administrative Offices, Charter Office, Baggage Room, Pilot's Day Room, Flight Planning-Weather Briefing Room, FBO Offices,

waiting lounge area, hallways, and other areas within the facility shall be serviced as follows:

- (a) Furnishings shall be dusted and wiped down as needed.
- (b) Window sills, ledges and baseboards shall be dusted and wiped down as needed.
- (c) Walls shall be wiped down as needed.
- (d) Light fixtures shall be dusted and bulbs replaced as needed.
- (e) Floors shall be swept and mopped as needed.
- (f) Trash/disposal receptacles shall be emptied and liners changed, and trash shall be removed to a specified area.
- (g) Entrance glass doors shall be cleaned as needed.
- (h) Drinking fountains shall be cleaned, disinfected and sanitized.
- (i) Carpets shall be vacuumed. In addition, the carpets shall be spot cleaned as needed, and cleaned overall at a minimum of twice per year (once each in the spring and fall.)
- (j) Windows (and other glass) shall be washed as needed.
- (k) The outside entrance area, including curb area, shall be swept.
- (l) Outside entrance lights shall be kept clean of insects and webs.
- (m) Public and office telephones shall be cleaned and sanitized.

(2) The lavatories shall be serviced as follows:

- (a) Sinks, bowls, urinals and fixtures shall be cleaned and sanitized.
- (b) Mirrors shall be cleaned.
- (c) Partitions shall be cleaned as needed.
- (d) Walls shall be washed as needed.
- (e) Floors shall be swept and washed.
- (f) Trash/disposal receptacles shall be emptied and liners changed, and trash shall be removed to a specified area.
- (g) Hand soap and tissue/paper dispensers shall be filled.
- (h) Light bulbs shall be replaced as needed.

(3) The supply closet and boiler room shall be maintained in a clean, neat and orderly condition.

(4) Entryways shall be kept clean and free of litter and debris. This includes the east, west, north and south doors and all areas within twenty (20) feet of these entryways.

(5) The building used for aircraft fire control and crash rescue services shall be kept neat, clean and orderly, and the lavatory therein shall be serviced as described in subparagraph (2) above.

B. **Cleaning of Airport Main Terminal.** A.R.F.F. shall inspect and clean the Airport Main Terminal Building at least three (3) times daily; provided, however, that the cleaning services shall be scheduled and adjusted to ensure a neat, fresh and clean appearance of the Building interior at all times.

(1) The lobby, baggage claim area, conference room, security and Sheriff's offices, observation decks, hallways, stairwells, elevators, and any and all other areas not subject to cleaning by another under the terms of a lease or other agreement, shall be serviced as follows:

- (a) Furnishings shall be dusted and wiped down as needed.
- (b) Window sills, ledges and baseboards shall be dusted and wiped down as needed.
- (c) Walls shall be wiped down as needed.
- (d) Light fixtures shall be dusted and bulbs replaced as needed.
- (e) Floors shall be swept and mopped as needed.
- (f) Trash/disposal receptacles shall be emptied and liners changed, and trash shall be removed to a specified area.
- (g) Entrance glass doors shall be cleaned as needed.
- (h) Drinking fountains shall be cleaned, disinfected and sanitized.
- (i) Carpets shall be vacuumed. In addition, the carpets shall be spot cleaned as needed, and cleaned overall at a minimum of twice per year (once each in the spring and fall.)
- (j) Windows (and other glass) shall be washed as needed.
- (k) The outside entrance area, including curb area, shall be swept.
- (l) Outside entrance lights shall be kept clean of insects and webs.
- (m) Public telephones shall be cleaned and sanitized.

(2) The lavatories in the Airport Main Terminal Building shall be serviced as follows:

- (a) Sinks, bowls, urinals and fixtures shall be cleaned and sanitized.
- (b) Mirrors shall be cleaned.
- (c) Partitions shall be cleaned as needed
- (d) Walls shall be washed as needed.
- (e) Floors shall be swept and washed.
- (f) Trash/disposal receptacles shall be emptied and liners changed, and trash shall be removed to a specified area.
- (g) Hand soap and tissue/paper dispensers shall be filled.
- (h) Light bulbs shall be replaced as needed.

(3) The supply closet shall be maintained in a clean, neat and orderly condition.

(4) The main entrance ways shall be kept clean and free of litter and debris. This shall include paved and gravel surfaces, curbs, planted areas, and ashtrays adjacent to the main entries east and west of the Airport Main Terminal Building.

(5) A.R.F.F. shall perform such other cleaning services with respect to the Airport Main Terminal Building as may reasonably be directed by the Airport Manager.

C. **Snow and Ice Removal.** A.R.F.F. shall remove snow and ice, on an as-needed basis, from the entrances and exits of the Aero-Center Building and the building used for aircraft fire control and crash rescue services; from the east and west entryways, sidewalks and porticos of the Airport Main Terminal Building; and from runways, taxiways, driveways, and parking lots at the Airport. In addition, A.R.F.F. shall spread sand, or the like, where/when necessary, and shall test the runways and taxiways for braking conditions.

D. **Maintenance of Landscaped Areas.** A.R.F.F. shall, on an as-needed

basis, mow and rake all lawn areas and generally maintain all landscaped areas, including the removal and disposal of debris.

E. **Aircraft Fueling and Certain Other Services.** A.R.F.F. shall perform the following services:

- (1) Servicing of aircraft with fuels, lubricants and consumables.
- (2) Maintenance of Airport fuel supplies; handling of payments to the County. for fuel, oil, landing fees and other such services.
- (3) Inspection and maintenance of field, runways, taxiways, and all air side and land side lighting. including replacement of light bulbs, transformers, and regulators.
- (4) Inspection and general and preventative maintenance and repairs on Airport equipment, machinery and systems.
- (5) Assistance to aircraft in parking using handheld radio(s); taking fuel orders from pilots; assistance in ferrying pilots and passengers to and from requested airport locations.
- (6) Other related services deemed necessary by the Airport Manager.

F. **UNICOM Services.** A.R.F.F. shall provide an adequate number of UNICOM staff at the Airport to perform as follows:

- (1) UNICOM staff shall communicate with all aircraft when requested:
  - (a) To provide local airport advisory information.
  - (b) To turn on/turn off runway lights.
  - (c) To provide additional information as requested.
- (2) UNICOM staff shall prepare and maintain daily flight logs and provide the same to the Airport Manager on a monthly basis.
- (3) UNICOM staff shall provide personal services and information for pilots and/or passengers that may include, without limitation, the following:
  - (a) To arrange transportation.
  - (b) To arrange motel/hotel accommodations
  - (c) To arrange for fueling and ground support of aircraft.
- (4) In the event that an aircraft pilot, crew member and/or passenger becomes ill or injured in flight, A.R.F.F. shall, if requested, arrange for an ambulance crew, inform the hospital of the problem or dispatch whatever agency may be required.
- (5) A.R.F.F. shall answer FBO telephone (231-539-8442) and respond appropriately.
- (6) A.R.F.F. and the Airport Manager may also jointly designate

additional services to be provided under this Agreement.

G. **Aircraft Fire Control and Crash Rescue Services.** A.R.F.F. shall provide complete aircraft fire control and crash rescue services to the Pellston Regional Airport during the term of this Agreement, including, but not limited to, the following:

(1) A.R.F.F. shall maintain at the Airport an adequate number of personnel certified in the specialized field of aircraft fire control and crash rescue for each inbound and outbound commercial, charter or private flight capable of carrying more than thirty (30) passengers. Such personnel shall remain at the Airport even if A.R.F.F. is called to respond to an emergency situation off Airport property.

(2) In addition to maintaining an adequate number of certified personnel at the Airport as described above, A.R.F.F. shall send additional personnel so certified to the Airport when needed to respond to any aircraft fire control and crash rescue situation.

(3) A.R.F.F. shall respond to all structure fires on the Airport property.

(4) A.R.F.F. shall at all times employ adequate personnel with certification to meet the County's need for aircraft fire control and crash rescue services at the Airport under Federal Aviation Administration (FAA) regulations, including, but not limited to, Part 139, "Certification and Operations: Land Airports Serving Certain Air Carriers," of the Federal Aviation Regulations, and shall provide the County with written verification of the same.

(5) A.R.F.F. shall ensure that each of its employees, volunteers or agents providing services under this Agreement is at all times properly certified and trained as required by FAA regulations, including, but not limited to, Part 139, "Certification and Operations: Land Airports Serving Certain Air Carriers," of the Federal Aviation Regulations, and all other applicable rules and regulations. A.R.F.F. shall keep records for each person trained and the details of the training curricula or instructions. Such records shall be kept in accordance with any applicable FAA regulations. All costs incurred for such training shall be the sole responsibility of A.R.F.F.

(6) A.R.F.F. shall perform preventative maintenance on aircraft fire control and crash rescue vehicle(s). "Preventative maintenance" means oil checks, addition of fluids (water, antifreeze, windshield washer fluid, etc.), windshield wiper changes, and the like.

(7) The aircraft fire control and crash rescue vehicle(s), apparatus and ancillary equipment are the property of the County, and the County will be responsible for the replacement, repair, and maintenance costs of the same. The County will provide lubricants, fluids, fuels and fire suppression extinguishing agents, and will be responsible for all capital purchases, and supplies.

5. **EQUIPMENT.** Except as otherwise expressly provided in this Agreement,

A.R.F.F. shall, at its sole expense, furnish all equipment and supplies necessary to accomplish the designated tasks, except salt/sand and light bulbs/electrical supplies for the airfield; provided, however, that the use of County equipment may be approved in advance by the Airport Manager. A.R.F.F. agrees to make its bucket truck available, without charge, for use by the County on the airport premises.

**It is agreed to by the parties that any major repairs to equipment at the Airport owned by the County will either be paid by the County upon receipt of a proper invoice from the entity making the major repairs, or A.R.F.F. will be re-imbursed for the costs of the major repairs upon receipt of a proper invoice from the entity making the major repairs and documentation that A.R.F.F. has paid the same. A.R.F.F. will immediately report in writing to the Airport Manager the need for any major repairs to County-owned equipment so that the County can make a determination of whether to authorize the major repairs or not authorize in case of looking for replacement equipment.**

6. APPEARANCE AND CONDUCT OF EMPLOYEES.

A. A.R.F.F. shall require that its employees dress in uniforms identifying them as A.R.F.F. employees at all times while rendering services under this Agreement.

B. A.R.F.F. shall require that its employees be neat, clean and courteous at all times while rendering services under this Agreement, and shall not permit its employees to conduct its business in a loud, noisy, boisterous, offensive or objectionable manner at any time.

C. A.R.F.F. shall strictly prohibit its employees from rendering services under this agreement while consuming alcoholic beverages or using controlled substances, except as prescribed by a physician, or while under the influence of alcoholic beverages or controlled substances

7. INDEMNIFICATION. A.R.F.F. shall indemnify, defend and hold harmless the County its boards, commissioners, officers, employees and agents against all claims of loss, damage and/or injury arising out of the performance of services by A.R.F.F. under this Agreement or that may be sustained in or upon the Airport premises from any actions or omissions of A.R.F.F. Such indemnification shall survive the termination of this Agreement. By entering this Agreement, neither party waives any immunities granted by law.

8. INSURANCE. A.R.F.F. shall, at its sole expense, obtain and maintain in full force and effect at all times during the term of this Agreement, the following insurance coverages, in a form/forms acceptable to the County, with responsible insurance companies licensed and admitted to do business in the State of Michigan:

A. Commercial General Liability Insurance. Commercial general liability insurance with limits of liability not less than \$2,000,000.00 per occurrence and \$5,000,000.00 in the aggregate for the protection of the County against all claims, liabilities, judgments, costs, damages, and expenses for bodily injury or death, personal injury and/or damage to property that may arise out of A.R.F.F.'s negligent or wrongful conduct incident to or arising out of the services provided under this Agreement, or that may be sustained in or upon the Airport premises from any actions or omissions of A.R.F.F.

B. **Workers' Disability Compensation Insurance.** Workers' disability compensation insurance, including employer's liability coverage, in accordance with applicable statutes of the State of Michigan.

C. **Motor Vehicle Liability.** Motor vehicle liability insurance, including, Michigan no-fault coverages.

For purposes of this Section, "responsible" means having a high insurance rating, such as A- or better (Excellent) with A.M. Best Company.

A.R.F.F. shall further obtain and maintain, at its sole expense, other insurance in such amounts as may from time to time be reasonably required by the County against other insurable risks and hazards which at the time are commonly insured against in the circumstances.

Such insurances shall name the County, its elected and appointed officials, employees and volunteers, as additional insureds, and A.R.F.F. shall provide certificates of such insurance to the County as evidence that it has met the requirements in this Agreement. The certificates must require the insurance companies to provide the County with not less than thirty (30) days advance written notice of cancellation, non-renewal, reduction or material changes.

Notwithstanding, approval of said insurance by the County will not in any way relieve or decrease the liability of A.R.F.F. hereunder, and it is expressly understood by the parties that the County does not in any way represent that said insurance or limits of liability will be sufficient to protect A.R.F.F.'s interest or liabilities.

9. **INDEPENDENT CONTRACTOR.** A.R.F.F. is an independent contractor, and no statement contained in this Agreement will be construed to find the A.R.F.F. or any of its employees, volunteers or agents as an employee, partner or agent of the County, and A.R.F.F. and its employees, volunteers and agents will be entitled to none of the privileges, rights or benefits of County employees. A.R.F.F. shall comply with all applicable laws, including, but not limited to, those laws regarding withholding taxes and maintenance of workers' disability compensation insurance.

10. **NONEXCLUSIVE.** This Agreement is nonexclusive, and is subordinate to the provisions of any existing or future agreement between the County and the United States of America relative to the operation 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.

11. **SUFFICIENCY OF PERFORMANCE.** Strict performance of the terms of this Agreement is necessary, and even substantial performance in good faith and without wilful failure will not be deemed sufficient performance. Strict performance will be deemed the essence of this Agreement. In the event of A.R.F.F.'s failure to timely perform the services under this Agreement, the County may, upon notice to A.A.R.F., seek alternative means of obtaining said services.

12. **RECORD KEEPING; AUDITS.** A.R.F.F. will keep complete and accurate fiscal records and shall furnish the County with copies of financial records, including any audited financial reports requested as provided in this section, as well as any other relevant records and reports as the County may request.



A.R.F.F. will provide the County with annual financial statements within three (3) months of its year end date. If the review of the annual financial statements by the County Administrator causes a reasonable concern, the County will have the right to require an appropriate audit of A.R.F.F.'s use of funds paid by the County under this Agreement.

With regard to audits and record keeping related to any contract between the County and any other governmental agency, A.R.F.F. agrees that it will establish and maintain accurate records to facilitate any audit or inspection conducted by that governmental agency or its representative to assure compliance with the contract.

13. DISCLOSURE OF CONFLICTS OF INTEREST. A.R.F.F. shall disclose any actual or potential conflict of interest between A.R.F.F., its key employees, or their family, business or financial interests and the services to be provided under this Agreement.

14. MODIFICATION. No amendment or modification of this Agreement will be valid or binding unless expressed in writing and executed by the parties in the same manner as this Agreement, or by changes in applicable law that mandate alteration of a term or terms of this Agreement.

15. TERMINATION. This Agreement may be terminated prior to the expiration of its term as follows:

A. By mutual written agreement of the parties; or

B. In the event of default or breach of this Agreement by either party, the other party may give the defaulting party written notice of each claimed default or breach and a date after receipt of such notice by which the default or breach must be remedied. If such default or breach is not remedied by said date, the non-defaulting party may terminate this Agreement by giving written notice of the same, and the defaulting party may also be liable for all damages sustained by the other party by reason of the default or breach; or

C. Either party may terminate this Agreement, with or without cause, upon 180 days prior written notice to the other party.

16. EFFECT OF TERMINATION. In the event of termination of this Agreement pursuant to subsection B or C of Section 15, A.R.F.F. will be entitled to the monies provided herein only through the date of termination.

17. WAIVER. The waiver by the County of any default in the performance by A.R.F.F. of any of the terms, covenants or conditions contained herein will not be deemed a continuing waiver of that default or any subsequent default.

18. SEVERABILITY. Whenever possible, each provision of this Agreement will be interpreted in such a way as to be effective and valid under applicable law. If a provision is prohibited or invalid under applicable law, it will be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

19. ASSIGNMENT. No assignment of this Agreement or of any right or obligation

under this Agreement shall be made by either party without the prior written consent of the non-assigning party.

20. COMPLIANCE WITH LAW; ASSURANCES. A.R.F.F. shall comply with all applicable federal, State and local laws, ordinances, rules and regulations, as well as any applicable Airport policies.

It is understood and agreed that the County, in securing federal aid for the development of the Airport, has entered into certain agreements with the Federal Aviation Administration, and in such agreements has undertaken certain obligations and assurances (referred to as "sponsor assurances") and that a copy of said assurances shall be considered a part of this Agreement. In the event that any part or parts of such assurances shall be in conflict with any of the terms of this Agreement, the provisions of such assurances shall be considered as if specifically set forth in this Agreement. A copy of said assurances will be provided by the Airport Manager upon request. It is further understood and agreed that anything in this Agreement to the contrary notwithstanding, the undertaking or enforcement by the County of any of such assurances shall not be grounds for cancellation or termination of this Agreement by A.R.F.F.

A.R.F.F. hereby acknowledges that the provisions of Title 49 of the Code of Federal Regulations, Part 23, regarding Minority Business Enterprises (MBE), and Title 14 of the Code of Federal Regulations, Part 152, regarding Affirmative Action Employment Programs, may be applicable to its activities under the terms of this Agreement, unless exempted by said regulations, and A.R.F.F. hereby agrees, if such provisions are applicable, to comply with all requirements of the County, the Federal Aviation Administration, and the U.S. Department of Transportation, in reference thereto. These requirements may include, but not be limited to, compliance with MBE and/or Affirmative Action Employment Program participation goals, the keeping of certain records of good faith compliance efforts that would be subject to review by the various agencies, the submission of various reports, and including, if directed by the County, the contracting of specified percentages of goods and services contracts to MBE.

In connection with the performance of services related to any contract between the County and the State of Michigan, including, but not limited to, aircraft rescue and firefighting training, A.R.F.F. agrees to comply with the State of Michigan provisions for "Prohibition of Discrimination in State Contracts," as set forth in **Appendix A**, attached hereto and made a part hereof. The A.R.F.F. further covenants that it shall comply with the Civil Rights Act of 1964, being P.L. 88-352, 78 Stat. 241, as amended, being Title 42 U.S.C. Sections 1971, 1975a-1975d, and 2000a-2000h-6, and the Regulations of the United States Department of Transportation (49 C.F.R. Part 21) issued pursuant to this Act, including **Appendix B**, dated June 2003, attached hereto and made a part hereof.

In all performance under this Agreement, A.R.F.F. covenants not to discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status, or protected activity, or because of a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. A breach of these covenants may be regarded as a material breach of this Agreement.

21. NOTICES. All required notices must be in writing and will be considered given when delivered (1) personally, or (2) by registered or certified mail, return receipt requested, addressed as follows (or any other address that is specified in writing by either party):

If to the County:       Emmet County  
                                  c/o County Administrator  
                                  200 Division Street  
                                  Petoskey, Michigan 49770

If to A.R.F.F.:       Pellston A.R.F.F., Inc.  
                                  P.O. Box 467  
                                  Pellston, Michigan 49769

22.    ENTIRE AGREEMENT. This Agreement constitutes the entire understanding between the parties with respect to the subject matter of this Agreement and supersedes any prior discussions, negotiations, agreements and understandings.

23.    TITLES; HEADINGS. Titles and headings are inserted in this Agreement for reference purposes only, and must not be used to interpret the Agreement.

24.    INFORMATION ON OUTSIDE VENDORS. A.R.F.F. agrees to provide a list of service contracts it has for services with outside vendors on Airport property, naming the outside vendor and general services provided, including but not limited to Federal Express and private hangar owners, to the County, and A.R.F.F. will continually update to add or delete to the list when changes occur.

25.    TAGGING OF PROPERTY. The parties agree to tag property and equipment on Airport property owned or leased by the parties for purposes of identification of owner to the property and equipment.

AGREED to this \_\_\_\_\_ of \_\_\_\_\_, 2020, at Petoskey, Michigan.

WITNESSES:

PELLSTON A.R.F.F., INC.

\_\_\_\_\_

\_\_\_\_\_  
By:  
Its:

COUNTY OF EMMET

\_\_\_\_\_  
Suzanne R. Kanine, Clerk

\_\_\_\_\_  
William L. Shorter, Chairperson  
Emmet County Board of Commissioners

APPENDIX A  
PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS

In connection with the performance of work under this contract; the contractor agrees as follows:

1. In accordance with Act No. 453, Public Acts of 1976, the contractor hereby agrees not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or as a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, or marital status. Further, in accordance with Act No. 220, Public Acts of 1976 as amended by Act No. 478, Public Acts of 1980 the contractor hereby agrees not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or as a matter directly or indirectly related to employment, because of a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. A breach of the above covenants shall be regarded as a material breach of this contract.
2. The contractor hereby agrees that any and all subcontracts to this contract, whereby a portion of the work set forth in this contract is to be performed, shall contain a covenant the same as hereinabove set forth in Section 1 of this Appendix.
3. The contractor will take affirmative action to insure that applicants for employment and employees are treated without regard to their race, color, religion, national origin, age, sex, height, weight, marital status or a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
4. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, age, sex, height, weight, marital status or disability that is unrelated to the individual's ability to perform the duties of a particular job or position.
5. The contractor or his collective bargaining representative will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice advising the said labor union or workers' representative of the contractor's commitments under this appendix.
6. The contractor will comply with all relevant published rules, regulations, directives, and orders of the Michigan Civil Rights Commission which may be in effect prior to the taking of bids for any individual state project.

7. The contractor will furnish and file compliance reports within such time and upon such forms as provided by the Michigan Civil Rights Commission, said forms may also elicit information as to the practices, policies, program, and employment statistics of each subcontractor as well as the contractor himself, and said contractor will permit access to his books, records, and accounts by the Michigan Civil Rights Commission and/or its agent, for purposes of investigation to ascertain compliance with this contract and relevant with rules, regulations, and orders of the Michigan Civil Rights Commission.
8. In the event that the Civil Rights Commission finds, after a hearing held pursuant to its rules, that a contractor has not complied with the contractual obligations under this agreement, the Civil Rights Commission may, as part of its order based upon such findings, certify said findings to the Administrative Board of the State of Michigan, which Administrative Board may order the cancellation of the contract found to have been violated and/or declare the contractor ineligible for future contracts with the state and its political and civil subdivisions, departments, and officers, and including the governing boards of institutions of higher education, until the contractor complies with said order of the Civil Rights Commission. Notice of said declaration of future ineligibility may be given to any or all of the persons with whom the contractor is declared ineligible to contract as a contracting party in future contracts. In any case before the Civil Rights Commission in which cancellation of an existing contract is a possibility, the contracting agency shall be notified of such possible remedy and shall be given the option by the Civil Rights Commission to participate in such proceedings.
9. The contractor will include, or incorporate by reference, the provisions of the foregoing paragraphs (1) through (8) in every subcontract or purchase order unless exempted by the rules, regulations or orders of the Michigan Civil Rights Commission, and will provide in every subcontract or purchase order that said provisions will be binding upon each subcontractor or seller.

March 1998

(Rev. 06/03)

APPENDIX B  
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 shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation, Title 49, code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), 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, shall 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 shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulation, including employment practices when the contractor covers a program set forth in Appendix B of the Regulations.
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 shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
4. Information and Reports: The contractor shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the State Highway department of the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the State highway department, or the Federal highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.
5. Sanctions for Noncompliance: In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the State highway department shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

- a. withholding of payments to the contractor under the contract until the contractor complies, and/or
- b. cancellation, termination or suspension of the contract, in whole or in part.

6. Incorporation of Provisions: The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the State highway department or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the State highway department to enter into such litigation to protect the interests of the State, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.