

STINSON MUNICIPAL AIRPORT AERONAUTICAL USE PROMOTION PROGRAM AGREEMENT

This Aeronautical Use Promotion Program Agreement (Agreement) is entered into by and between the City of San Antonio (City), acting by and through its Aviation Director, and _____ (Fixed Based Operator or FBO) organized and existing under the laws of the state of _____. This Agreement is entered pursuant to the terms of the San Antonio Airport System Stinson Municipal Airport Aeronautical Use Promotion Program (Promotion Program), approved by City Council per Ordinance No. _____.

1. Promotion Program

Pursuant to the terms and conditions established in the Promotion Program, FBO shall offer a discount of \$.25 off of every gallon of Jet A and 100LL sold by FBO during FBO's standard operating hours each Saturday at Stinson Municipal Airport (SSF or Airport) this Agreement is in effect. For each Saturday this Agreement is in effect, City will reimburse the FBO \$.25 per gallon of eligible fuel sold for up to 750 gallons. Any eligible fuel sales in excess of the 750 gallons shall be discounted \$.25 per gallon, but such discount will not be reimbursed by the City.

2. General Provisions

2.1. FBO acknowledges and agrees that the incentives offered by City pursuant to this Agreement are subject to FBO's strict compliance with all of the terms and conditions of the Promotion Program and this Agreement. Violation of any provision of the Promotion Program is a default under this Agreement and will result in termination of all incentives hereunder.

2.2. This Agreement shall commence on the Effective Date and remain in full force and effect until DATE unless otherwise terminated pursuant to the terms of this Agreement.

2.3. To be eligible to participate in the Promotion Program, FBO must:

2.3.1. Have a fully executed SSF lease agreement with City, and

2.3.2. Must be current in its financial and other obligations with and to City.

2.4. FBO must continue to be current in all its financial and other obligations with and to the City to remain eligible for any and all incentives under this Agreement and the Promotion Program.

2.5. Incentives under the Promotion Program may not be transferred or assigned to another FBO.

2.6. City shall have the right, at any time during reasonable business hours, to audit all funds paid by City to FBO and reports submitted by FBO as part of the Promotion Program pursuant to this Agreement. FBO agrees to cooperate with City and its representatives in the performance of this audit, and to make all of the relevant books, correspondence and records available to City.

2.7. FBO's failure to i) cure any deficiencies in its financial obligations or other obligations with and to City within thirty (30) days after notice of such failure, or ii) fully comply with all the terms,

conditions, and requirements of the Promotion Program, will result in the termination of this Agreement. Upon termination of this Agreement for FBO's failure, FBO shall not receive any further incentives.

2.8. In the event of default by FBO, FBO participation in the Promotion Program and all incentives under the Promotion Program shall terminate.

2.9. FBO understands that the Promotion Program is subject and subordinate to all applicable laws, statutes, rules and regulations (including, but not limited to Federal Aviation Regulations set forth in Title 14 United States Code of Federal Regulations), and the provisions of any agreement between the City and the United States concerning all existing and future agreements between the City and the United States of America relative to the operation, maintenance, or development of SSF, the execution of which may be required as a condition precedent to the expenditure of funds for the development of the Airport, or any part thereof. The FBO further understands that, in the event the Federal Aviation Administration or its successor requires modifications or changes in the Promotion Program or to this Agreement, FBO consents to any and all such modifications and changes as may be required; and FBO agrees to execute an amendment to this Agreement with the City reflecting such modifications or changes.

2.10. This Agreement shall be governed by and construed in accordance with the laws and court decisions of the State of Texas. The obligations of the parties to this Agreement shall be performable in San Antonio, Bexar County, Texas, and if legal action, such as civil litigation, is necessary in connection therewith, exclusive venue shall lie in Bexar County, Texas.

2.11. FBO understands and agrees to comply with the *Non-Discrimination Policy* of the City of San Antonio contained in Chapter 2, Article X of the City Code and further, shall not discriminate on the basis of race, color, religion, national origin, sex, sexual orientation, gender identity, veteran status, age or disability, unless exempted by state or federal law, or as otherwise established herein. FBO further agrees to comply with all requirements of the Nondiscrimination Acts and Regulations listed in the attached List of Pertinent Nondiscrimination Acts and Authorities attached hereto as Exhibit 1, as they may be amended from time to time.

The effective date of this Agreement shall be _____ (Effective Date).

IN WITNESS WHEREOF, the City of San Antonio and the FBO have caused this Memorandum of Agreement to be executed by their duly authorized officers, as of the _____ day of _____.

FIXED BASED OPERATOR

CITY OF SAN ANTONIO

Signature

Aviation Director

Printed Name

APPROVED AS TO FORM:

Title

City Attorney

EXHIBIT 1

As used in this Exhibit, the terms “contractor” or “Contractor” shall refer to “Fixed Based Operator” or “FBO”.

I. GENERAL CIVIL RIGHTS PROVISIONS

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

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

II. TITLE VI CLAUSES COMPLIANCE WITH NONDISCRIMINATION REQUIREMENTS

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

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts And Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor’s obligations under this contract and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts And Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

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

III. TITLE VI LIST OF PERTINENT NONDISCRIMINATION ACTS AND AUTHORITIES

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

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems,

places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;

- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

IV. FEDERAL FAIR LABOR STANDARDS ACT

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

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

V. OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

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