



# LEE'S SUMMIT MISSOURI

## Specialized Aviation Service Organization Airport Operating Agreement

Commercial Businesses Operating at the Kansas City- Lee's Summit Regional Airport are required to enter into a Fixed Based Operation (FBO) or Specialized Aviation Service Organization (SASO) Agreement prior to engaging in commercial activities. Insurance and other documentation must be provided on an annual basis, regardless of lease, license or other status.

The City of Lee's Summit hereby grants non-exclusive rights to MJ Aviation Innovations, LLC to operate a SASO for the purpose of Aircraft Airframe/Powerplant repair, maintenance and inspection services, as defined in the Airport's Minimum Standards. MJ Aviation Innovations, LLC, is hereinafter referred to as "SASO." SASO may not operate additional aeronautical activities, offered to the public, without the issuance of an amended SASO agreement. This agreement is referred to as a SASO Permit and the SASO is referred to as Permittee.

**Section 1 Premises / Location / Approved Use Locations.** SASO shall be permitted to offer the services defined in Section 4 in the following locations:

Hangar 1: 4,350 sq ft of hangar space and the West office located on the second floor of Hangar 1

**Additional Locations** – As approved in writing by the City.

The City may at its sole discretion, for any reasonable purpose, including public safety and / or consistent with its responsibility for the safe and efficient operations of the Airport, may require, alter, or change the designated and/or approved location of operations on the Airport from which the SASO holder will provide its services.

**Section 2 Fee / Charge.** SASO shall be charged a fee according to the City's Airport Fee Schedule. The Fee shall be due annually upon the anniversary of this agreement. SASO understands and acknowledges that the fee schedules are amended and adopted by public process on a regular basis. SASO confirms that it is engaged with the public process and shall not object to any change in the fee schedule adopted following the typical City process. Upon initial issuance, this Agreement is made in consideration for a Temporary Business Permit Fee and the cost associated with that fee.

**Section 3 Term.** SASO shall be permitted to offer services for five full years from the commencement date, subject to early revocation for good cause. Upon the expiration or termination of this Agreement, SASO shall immediately cease all its operations at the Airport.

**Section 4 Approved Services / Use.** The SASO shall be permitted to offer the following services: Aircraft Airframe/Powerplant repair, maintenance, and inspection services.

**Section 5 Reserved.**

**Section 6 Obligation of SASO.**

- A. **Airport Rules and Regulations.** The SASO agrees that it shall conduct its business and render its services in a professional manner consistent with the Airport's Rules and Regulations, Airport's Minimum Standards for Commercial Aeronautical Activities, industry standards and sound business practices.
- B. **Licensing.** SASO shall obtain all licenses, certificates, permits or other authorization for all governmental authorities having jurisdiction over the SASO's operations at the Airport, including any City of Lee's Summit business licenses in addition to this permit.

**Section 7 Reserved.**

**Section 8 Assignment.** This Agreement may not be sold, conveyed, transferred or assigned.

**Section 9 Indemnification / Insurance.** Airport minimum standards contain complete indemnification and insurance requirements. SASO understands and acknowledges that the minimum standard are amended and adopted by public process on a regular basis. SASO confirms that it is engaged with the public process and shall not object to any change in the minimum standards adopted following the typical City process. The City shall not in any way be liable for any cost, liability, damage or injury including cost of suit and reasonable expenses of legal services, claimed or recovered by any person, whomsoever, occurring on the Airport, or as a result of any operations, works, acts or omissions performed on the Airport, by the SASO, its agents, employees, contractors, guest or invitees.

**Section 10 Termination by SASO.** SASO shall notify the City of its intention to terminate operations on the airport, if the termination is schedule to occur prior to the renewal of this SASO agreement.

**Section 11 Termination by the City.** If the SASO breaches any provision of this Agreement or violates the Airport Minimum Standards and/or the Airport Rules and Regulations, the Airport will give the SASO notice of such default. If within five (5) days after the Airport gives such notice, SASO has not cured said default, the SASO and all rights and privileges granted herein will be terminated by the Airport with no further notice.

**Section 12 Environmental Requirements.** See Addendum B for complete environmental regulations.

**Section 13 General Terms.**

- A. The SASO acknowledges and agrees to abide by any required FAA provision contained in Addendum A.
- B. Notices:

CITY Lee's Summit Airport  
Joel Arrington  
2751 NE Douglas St  
Lee's Summit, MO 64064  
816-969-1186

SASO MJ Aviation Innovations, LLC  
2525 NE Douglas St.  
Lee's Summit MO 64064

Additional Copies to:

The undersigned certifies he or she is authorized to sign for this Agreement, has read and understands the Airport Rules and Regulations and Airport Minimum Standards and that all information provided in the application is true and correct to the best of my knowledge.

\_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Witness: \_\_\_\_\_ Date: \_\_\_\_\_

APPROVED: \_\_\_\_\_

Date: \_\_\_\_\_

Minimum Rules and Standards Provided \_\_\_\_\_

Amount Paid: \_\_\_\_\_

Check# \_\_\_\_\_ Insurance \_\_\_\_\_

Federal Requirements – Addendum A

### **AIRPORT REQUIRED TERMS AND CONDITIONS**

#### **SECTION 1. TERMS AND CONDITIONS ESTABLISHED IN THIS SECTION SHALL APPLY REGARDLESS OF MORE PERMISSIVE LANGUAGE IN ANY OTHER SECTION OF THIS CONTRACT.**

Changes in contract performance or source of funding may result in the application of additional provisions. The term SASO for purposes of Exhibit B shall include parties granted property-based rights under this agreement. SASO for purposes of Addendum B shall include SASO, SASO's guests, SASO's subcontractors and SASO's permittees. SASO performing construction or other work requiring AIP compliance shall be referred to as "Contractor" herein.

**SECTION 2. COMPLIANCE WITH APPLICABLE LAW.** By executing this Contract, the Licensee affirms that the Permittee and its team members and employees shall comply with all federal, state and local laws, ordinances and regulations applicable to the Contract. This obligation includes compliance with CITY's nondiscrimination laws, including to the extent applicable including those set out in this agreement and attached to this Contract. Licensee shall secure all occupational and professional licenses and permits from public and private sources necessary for the fulfillment of its obligations under this Contract.

**SECTION 3. DUTIES AND OBLIGATIONS NOT LIMITED.** The duties and obligations imposed by this Contract and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

**SECTION 4. SCOPE OF WORK LIMITED.** This Contract is strictly limited to the scope of work outlined herein. The scope of work cannot be altered except by written amendment or change order incorporating additional provisions. Altering the scope of work to include services funded through Airport Improvement Funds may require additional contractual provisions and obligations and void this contract and any obligations of the CITY to pay for services provided under the terms of this agreement.

**SECTION 5. ACCESS TO RECORDS.** The Licensee must maintain an acceptable cost accounting system. The Licensee agrees to provide the Owner, the Federal Aviation Administration and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers and records of the Licensee which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Licensee agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

**SECTION 6. GENERAL CIVIL RIGHTS PROVISIONS.** In all its activities within the scope of its airport program, the Licensee 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.

## **SECTION 7. CIVIL RIGHTS – TITLE VI ASSURANCE**

### **A. TITLE VI Solicitation Notice**

The City of Lee's Summit, Missouri, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, businesses will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award.

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

During the performance of this contract, the Licensee, for itself, its assignees, and successors in interest (hereinafter referred to as the "Licensee") 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.*).

### **C. Compliance with Nondiscrimination requirements.**

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

1. **Compliance with Regulations:** In all its activities within the scope of its airport program, the Licensee 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 Licensee, 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 Licenses of equipment. The Licensee 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 Licensee for work to be performed under a subcontract, including procurements of materials, or Licenses of equipment, each potential subcontractor or supplier will be notified by the Licensee of the Licensee'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 Licensee 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 City of Lee's Summit 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 Licensee is in the exclusive possession of another who fails or refuses to furnish the information, the Licensee will so certify to the City of Lee's Summit 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 Licensee's noncompliance with the non-discrimination provisions of this contract, the City of Lee's Summit 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 Licensee under the contract until the Licensee complies; and/or
  - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The Licensee will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and Licenses of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Licensee will take action with respect to any subcontract or procurement as the City of Lee's Summit or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Licensee becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Licensee may request the City of Lee's Summit to enter into any litigation to protect the interests of the City of Lee's Summit. In addition, the Licensee may request the United States to enter into the litigation to protect the interests of the United States.
7. **Limited English Proficiency.** For persons with Limited English Proficiency (LEP), License contact the City of Lee's Summit at 816-969-1000 for help to obtain interpreters of many different languages.

**SECTION 8. RIGHT TO AMEND.** In the event that the Federal Aviation Administration or its successors requires modifications or changes in this Agreement as a condition precedent to the granting of funds for the improvement of the Airport, or otherwise, the Licensee agrees to consent to such amendments, modifications, revisions, supplements, or deletions of any of the terms, conditions, or requirements of this Agreement as may be reasonably required.

**SECTION 9. ADDITIONAL FEDERAL REQUIREMENTS.** This Agreement shall be subordinate to the provisions and requirements of any existing or future agreement between the City of Lee's Summit and the United States relative to the development, operation or maintenance of the airport, including grant agreements.

This Agreement and all the provisions hereof shall be subject to whatever right the United States government now has or in the future may have or acquire, affecting the control, operation, regulation and taking over of any CITY airport, all or a portion of the airport system, or the exclusive or non-exclusive use of the airport by the United States during the time of war or national emergency.

Licensee agrees to comply with the notification and review requirements covered in Part 77 of the Federal Aviation Regulations in the event future construction of a building is planned for the premises, or in the event of any planned modification or alteration of any present or future building or structure situated on the premises.

The Licensee, its officers, administrators, representatives, successors and assigns will not erect on or permit the erection of any structure or object, nor permit the growth of any tree or vegetation on the premises above ground level elevation of eighty (80) feet. In the event the aforesaid covenants are breached, the CITY reserves the right to enter upon the premises and to remove the offending structure or object and cut the offending tree or vegetation, all of which shall be at the expense of Licensee.

Licensee, its officers, administrators, representatives, successors and assigns will not make use of the premises in any manner which might interfere with the landing and taking off of aircraft from Kansas City - Lee's Summit Regional Airport or otherwise constitute a hazard to air navigation. In the event the aforesaid covenant is breached the CITY has the right to enter upon the premises and cause the abatement of such interference at the expense of Licensee.

Licensee acknowledges that nothing contained in this Contract shall be construed to grant or authorize the granting of an exclusive right within the meaning of 49 USC § 40103(e).

**SECTION 10. CLAUSES FOR CONSTRUCTION, USE, AND ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM– License, Permits, Concession on Property Improved Under AIP**

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

B. With respect to this in the event of breach of any of the above Non-discrimination covenants, City of Lee's Summit, Missouri, will have the right to terminate the permit to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said permit had never been made or issued.\*

C. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, City of Lee's Summit, Missouri will there upon revert to and vest in and become the absolute property of City of Lee's Summit, Missouri and its assigns.

**SECTION 11. REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE AIRPORT IMPROVEMENT PROGRAM.**

A. The Licensee himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that 1.

In the event facilities are constructed, maintained, or otherwise operated on the property for a purpose for which a Federal Aviation Administration activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the Licensee will maintain and operate such facilities and services in compliance with all requirements imposed by the Nondiscrimination Acts and Regulations listed in the Title VI List of Pertinent Nondiscrimination Acts and Authorities (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

B. With respect to licenses, Licenses, permits, contracts, etc., in the event of breach of any of the above Nondiscrimination covenants, City of Lee's Summit, Missouri will have the right to terminate the permit and to

enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the permit had never been made or issued.

C. With respect to a deed, in the event of breach of any of the above Nondiscrimination covenants, the City of Lee's Summit, Missouri, will have the right to enter or re-enter the lands and facilities thereon, and the above City of Lee's Summit, Missouri, and its assigns.

**SECTION 12. RESTRICTED AREAS SAFETY AND SECURITY.** Licensee will comply with any and all applicable present and future rules, regulations, restrictions, ordinances, statutes, laws and/or orders of any federal, state or local governmental entity regarding airfield security. Licensee shall fully comply with applicable provisions of the Code of Federal Regulations (CFR) Title 49: Transportation. Licensee shall fully comply specifically with 49 CFR part 1540 – Civil Aviation Security; 49 CFR part 1542 – Airport Security; 49 CFR part 1544 – Aircraft Operator Security: Air Carriers and commercial Operators (if Licensee is an air carrier); and 49 CFR part 1546 – Foreign Air Carrier Security (if is a foreign air carrier). CITY has adopted a Security Plan for the Airport approved by the Transportation Security Administration (TSA) pursuant to Department of Transportation (DOT) TSA CFR 49 part 1542. Licensee agrees to be bound by and follow airport security protocols and training established in accordance with the Airport Security Plan. Any access to the Airport granted to Licensee shall not be used, enjoyed or extended to any person, entity or vehicle engaged in any activity or performing any act or furnishing any service for or on behalf of the Licensee that Licensee is not authorized to engage in or perform under this Contract unless expressly authorized in writing by the Director in accordance with TSA CFR 49 part 1542. In the event Licensee, its officer, employees, or invitees cause or contribute to unauthorized persons or vehicles entering the air operations areas of the Airport, or otherwise violate the Security Plan or any laws, regulations, rules, etc. governing airport security, and in addition to any other remedies available hereunder, Licensee shall be liable to CITY for an amount equal to any civil penalty imposed on CITY for such violations and hereby agrees to indemnify CITY for any such federal civil penalties, provided CITY shall promptly notify Licensee in writing of any claimed violations so as to permit Licensee an opportunity to participate in any investigation or proceedings.

**SECTION 13. RESERVATIONS.** The CITY reserves the right to further develop or improve the landing area of the airport as it sees fit, regardless of the desires or view of Licensee and without interference or inference. The CITY, at its sole discretion, reserves the right to further develop or improve the aircraft operating area and other portions of the Airport, including the right to remove or relocate any structure on the Airport, as it sees fit. In addition, the CITY, at its sole discretion, reserves the right to take any action it considers necessary to protect the aerial approaches of the Airport against obstructions, together with the right to prevent SASO from erecting, or permitting to be erected, any buildings or other structures on the Airport which, in the opinion of CITY, would limit the usefulness of the Airport or constitute a hazard to aircraft.

The CITY reserves the right, but shall not be obligated to Licensee to maintain and keep in repair the landing area of the airport and all publicly-owned facilities of the airport, together with the right to direct and control all activities of Licensee in this regard.

There is hereby reserved to the CITY, its successors, assigns and subsequent transferees, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the premises. The public right of flight shall include the right to cause in said airspace any noise inherent in the operation of any aircraft used for navigation or flight through the said airspace or landing at, taking off from or operation from the Kansas City - Lee's Summit Regional Airport.

In the event the CITY requires the Licensed Premises for expansion, improvements, or other development of the Airport, the CITY reserves the right, upon one-hundred eighty (180) days' prior written notice, to terminate this Agreement, in which case the CITY will compensate SASO for its remaining interest under this Agreement in the Licensed premises and improvements thereon by paying SASO based on fair market value of the hangar at the time of the taking. Fair market value shall be determined by the method employed for determining eminent domain value.

The parties understand and agree that said payment shall be considered compensation in full to SASO for any and all of its actual or potential claims, losses, or damages arising out of, resulting from, or related to the CITY's termination of this Agreement under this Subsection and upon receipt of the payment SASO release and forever

discharges the CITY from any and all claims, liabilities, damages, including loss of business, it has or may have arising out of, resulting from, or related to the CITY's termination of this Agreement. Upon such termination and delivery of the payment described in this Section, the CITY has no obligation to relocate or replace SASO's improvements at any other location on Airport premises, or to offer SASO another site for relocation.

The CITY reserves the right to further develop, improve, repair, alter, remove from, and add to the airport, including but not limited to all roadways, parking areas, terminal facilities, landing areas, and taxiways, as it may reasonably see fit, free from any and all liability, including but not limited to negligence, to SASO for loss of business or damages of any nature whatsoever to SASO occasioned during the making of or by such activities. During such improvements, repairs, alterations, and additions, the CITY shall endeavor to provide reasonable ingress and egress for aircraft, personnel, employees, agents, customers, vendors, suppliers, patrons, and invitees.

SASO acknowledges and certifies that SASO is aware that the Premises may be exposed to significant noise level and/or accident potentials or may be subject to certain restrictions on the development, construction methods (including special lighting restrictions) and use of property. SASO further acknowledge that SASO is aware, as a result of the proximity of the Premises to the airport, airport operations may affect the quiet enjoyment and use of the Premises. Additionally, SASO acknowledge that airport operations may change due to changes in type of aircraft operating, changes in flight paths and general operations of the airport, and changes resulting from expansion, reconfiguration or additional runways. SASO shall not claim or assert any damages of any type associated with proximity to the airport.

The CITY, through its duly authorized agent, shall have at any reasonable time, the full and unrestricted right to enter the Licensed Premises for the purpose of periodic inspection for fire protection and maintenance, and to investigate compliance with the terms of this Agreement.

This Agreement shall be subordinate to the provisions of any existing or future agreement between the CITY and the United States, the terms and execution of which have been or may be required as a condition precedent to the expenditure of, or reimbursement to the CITY from, Federal funds.

During time of war or national emergency, CITY shall have the right to License the Airport or any part thereof to the United States Government. If any such License is executed, any provisions of this Agreement that are inconsistent with the provisions of the License to the Government shall be suspended, and in that event, a just and proportionate part of the rent hereunder shall be abated.

**SECTION 14. ACCOMMODATIONS.** Licensee shall furnish its accommodations and/or services on a fair, equal and not unjustly discriminatory basis to all users thereof and it shall charge fair, reasonable and not unjustly discriminatory prices for each unit or service; provided, that Licensee may make reasonable and nondiscriminatory discounts, rebates or other similar type of price reductions to patrons.

Licensee shall insert this requirement in any agreement, contract or other document by which Licensee grants a right or privilege to any person, firm, or corporation to render accommodations and/or services to the public on the premises herein.

Licensee warrants that no person shall, on the grounds of race, 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 on or from the Premises, or otherwise be excluded from the benefits offered as a result of this agreement to the general public.

Non-compliance with this provision shall constitute a material breach thereof and in the event of such non-compliance the City of Lee's Summit shall have the right to terminate this Agreement without liability therefore or at the election of the City of Lee's Summit or the United States, either or both said governments shall have the right to judicially enforce these provisions.



**SECTION 15. AFFIRMATIVE ACTION REQUIREMENTS.**

**SECTION 16. BREACH OF CONTRACT.** Reserved.

**SECTION 17. BUY AMERICAN PREFERENCE.**

**A. BABA.** Reserved.

**B. Construction Materials.** Reserved.

**SECTION 18. CLEAR AIR and WATER POLLUTION CONTROL.** Reserved.

**SECTION 19. CONTRACT WORK HOURS AND SAFETY STANDARDS.** Reserved.

**SECTION 20. COPELAND ANTI-KICKBACK.** Reserved.

**SECTION 21. DAVIS BACON REQUIREMENTS.** Reserved.

**SECTION 22. DEBARMENT AND SUSPENSION.** Reserved.

**SECTION 23. DISADVANTAGED BUSINESS ENTERPRISE.** Reserved.

**SECTION 24. DISTRACTED DRIVING.** Reserved.

**SECTION 25. DOMESTIC PREFERENCES FOR PROCUREMENTS.** Reserved.

**SECTION 26. EQUAL EMPLOYMENT OPPORTUNITY.** Reserved.

**SECTION 27. FAIR LABOR STANDARDS ACT.** Reserved.

**SECTION 28. FOREIGN TRADE RESTRICTION.** Reserved.

**SECTION 29. LOBBYING FEDERAL EMPLOYEES.** Reserved.

**SECTION 30. OCCUPATIONAL SAFETY AND HEALTH ACT.** Reserved.

**SECTION 31. PROHIBITION ON CERTAIN TELECOMMUNICATION AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.** Reserved.

**SECTION 32. PROHIBITION OF SEGREGATED FACILITIES.** Reserved.

**SECTION 33. RECOVERED MATERIALS.** Reserved.

**SECTION 34. RIGHT TO INVENTIONS.** Reserved.

**SECTION 35. SEISMIC SAFETY.** Reserved.

**SECTION 36. TAX DELINQUENCY AND FELONY CONVICTION.** Tax Delinquency and Felony Conviction. Reserved.

**SECTION 37. TERMINATION OF CONTRACT.** Reserved.

**SECTION 38. VETERAN'S PREFERENCE.** Reserved.

## Addendum B - ENVIRONMENTAL PROVISIONS APPLICABLE TO ALL COMMERCIAL OPERATIONS

### **Section 1.1 Environmental Requirements**

SASO hereby covenants and agrees to comply in all material respects with all-applicable Environmental Laws and regulations in connection with its use and occupancy of the Airport, or its operations of the facilities. For purposes of this Lease, "Environmental Laws" shall mean and include all federal, state and local statutes, ordinances, regulations and rules relating to environmental quality, health, safety, contamination and clean-up, including, without limitation, the Clean Air Act, 42 U.S.C. §7401 *et seq.*; the Clean Water Act, 33 U.S.C. §1251 *et seq.*, and the Water Quality Act of 1987; the Federal Insecticide, Fungicide, and Rodenticide Act ("FIFRA"), 7 U.S.C. §136 *et seq.*; the Marine Protection, Research, and Sanctuaries Act, 33 U.S.C. §1401 *et seq.*; the Noise Control Act, 42 U.S.C. §4901 *et seq.*; the Occupational Safety and Health Act, 29 U.S.C. §651 *et seq.*; the Resource Conservation and Recovery Act ("RCRA"), 42 U.S.C. §6901 *et seq.*, as amended by the Hazardous and Solid Waste Amendments of 1984; the Safe Drinking Water Act, 42 U.S.C. §300f *et seq.*; the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), 42 U.S.C. §9601 *et seq.*, as amended by the Superfund Amendments and Reauthorization Act, the Emergency Planning and Community Right to Know Act, and the Radon Gas and Indoor Air Quality Research Act; the Hazardous Material Transportation Act, 49 U.S.C. §9601 *et seq.*; the Toxic Substance Control Act ("TSCA"), 15 U.S.C. §2601 *et seq.*; the Atomic Energy Act, 42 U.S.C. §2011 *et seq.*; and the Nuclear Waste Policy Act of 1982, 42 U.S.C. §1010 *et seq.*; all Missouri State environmental protection, superlien and environmental clean-up statutes, with implementing regulations and guidelines and all local laws, regulations and ordinances insofar as they are equivalent or similar to the federal laws recited above or purport to regulate Hazardous Materials.

### **Sec. 1.2 Review of Environmental Documents.**

SASO, at request of CITY, shall make available for inspection and copying upon reasonable notice and at reasonable times, any or all of the documents and materials SASO has prepared pursuant to any environmental law or submitted to any governmental regulatory agency; provided, that such documents and materials relate to environmental issues or environmental laws and are pertinent to the Airport. If any environmental law requires SASO to file any notice or report of a release or threatened release of Hazardous Materials on under or about the the Airport, SASO shall provide a copy of such report or notice to CITY and, to the extent practicable, shall receive the approval of CITY prior to submitting such notice or report to the appropriate governmental agency.

### **Sec. 1.3 Access for Environmental Inspection.**

CITY shall have access to the approved use location to inspect the same in order to confirm SASO is using the approved use location in accordance with all Environmental Laws. If the CITY elects to so inspect the approved use location, any tests shall be conducted by qualified independent experts chosen by the CITY but subject to SASO's approval. If either party conducts an environmental assessment of the approved use location during the term of this Lease, such party shall provide a copy of the environmental report to the other party promptly after receipt thereof. The preceding sentence shall not be construed to impose upon either party an obligation to conduct any environmental assessment of the approved use location.

### **Sec. 1.4 Environmental Noncompliance.**

If SASO fails to comply with any applicable Environmental Laws, CITY, in addition to its rights and remedies provided elsewhere within this Agreement may enter the approved use location and take all reasonable and necessary measures, at SASO's expense, to insure compliance with Environmental Laws.

### **Sec. 1.5 Storage, Use or Disposal of Hazardous Materials.**

SASO shall not store, use or dispose of any Hazardous Materials on the approved use location in violation of Environmental Laws.

### **Sec. 1.6 Duty to Notify City.**

In the event of a release or threatened release of Hazardous Materials in violation of Environmental Laws arising out of SASO's use or occupancy of the approved use location or in the event any claim, demand, action or notice is made against SASO regarding SASO's failure or alleged failure to comply with any Environmental Laws, SASO shall notify CITY, in writing, and shall provide CITY with copies of any written claims, demands, notices, or actions so made.

**Sec. 1.7 Environmental Remediation.**

SASO shall undertake such steps to remedy and remove any Hazardous Materials not in compliance with Environmental Laws arising out of SASO's use of the Airport that are necessary to protect the public health and safety and the environment from actual or potential harm and to bring the Airport into compliance with all Environmental Laws. Such work shall be performed at SASO's sole expense, after SASO submits to CITY a written plan for completing such work and receives the prior written approval of CITY. CITY shall have the right to review and inspect all such work at any time using consultants and representatives of its choice. SASO shall pay the cost of such review and inspection. Specific cleanup levels for any environmental remediation work shall be designed to comply with all applicable Environmental Laws.

**Sec. 1.8 National Emission Standards for Hazardous Air Pollutants.**

SASO warrants that all planning, design, fabrication, installation, construction, start-up, testing, maintenance and repair work performed pursuant to this Agreement shall be performed in accordance with any applicable National Emission Standards for Hazardous Air Pollutants (NESHAP), 40 C.F.R. 61.145.

**Sec. 1.9 Environmental Indemnification.**

In addition to any indemnification set forth herein, SASO hereby indemnifies and agrees to defend and hold harmless CITY, its agents, partners, officers, representatives and employees, from all costs, claims, demands, actions, liabilities, complaints, fines, citations, violations or notices of violation ("Claims") arising from or attributable to (i) the presence due to SASO's handling, generation, manufacturing, processing, treating, storing, using, reusing, refining, recycling, reclaiming, blending or burning for energy recovery, incinerating, accumulating speculatively, transporting, transferring, disposing or abandoning of Hazardous Materials ("Management") at the Airport or the subsurface thereof or the violation of any Environmental Laws due to SASO's Management, including, without limiting the generality thereof, any cost, claim, liability or defense expended in remediation required by a governmental authority, or by reason of any actual or threatened spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping or disposing of Hazardous Materials into the environment (as environment is defined in CERCLA), due to SASO's Management at the Airport or violation of any Environmental Laws), or (ii) any breach by SASO of any of its warranties, representations or covenants in this Section. SASO's obligations hereunder shall survive the termination or expiration of this Agreement, and shall not be affected in any way by the amount of or the absence in any case of covering insurance or by the failure or refusal of any insurance carrier to perform any obligation on its part under insurance policies affecting the Airport or any part thereof.

**Sec. 1.10 No Liability for Pre-Existing Conditions.**

Notwithstanding anything to the contrary contained in this Agreement, SASO shall have no obligation or liability whatsoever with respect to (1) any Hazardous Materials that are present on the Airport as of the Commencement Date; (2) any violation of Environmental Law that exists as of the Commencement Date; or (3) the presence or release of any Hazardous Materials or the violation of any Environmental Law that is caused by a party other than SASO. The CITY represents to SASO that as of the Commencement Date the Airport will not contain any Hazardous Materials and will attempt to maintain compliance with all Environmental Laws.

**Sec. 1.11 Definitions.**

For purposes of this Section, the term "Hazardous Materials" shall mean and include the following, including mixtures thereof; any hazardous substance, pollutant, contaminant, waste, by-produce or constituent as defined in any environmental law; oil and petroleum products and natural gas, natural gas liquids, liquefied natural gas and synthetic gas usable for fuel; pesticides regulated under the FIFRA; asbestos and asbestos-containing materials, PCBs and other substances regulated under the TSCA; source material, special nuclear material, by-product material and any other radioactive materials or radioactive wastes however produced, regulated under the Atomic Energy Act or the Nuclear Waste Policy Act; chemicals subject to the OSHA Hazard Communication Standard, 29 C.F.R. §1910.1200 *et seq.*; any "Hazardous Waste" as defined by the Missouri Hazardous Waste Management Law, Mo.Rev.Stat. §§260.350 to 260.480; and industrial process and pollution control wastes, whether or not hazardous within the meaning of RCRA.

**Sec. 1.12 Federal Storm Water Regulations**

SASO acknowledges that certain properties and uses of properties within the Airport or on CITY owned land are subject to Federal storm water regulations as set forth in 40 CFR Part 122. SASO agrees to observe and abide by said regulations as applicable to the approved use locations.

SASO agrees to participate in any CITY-organized task force or other work group established to coordinate storm water activities at the Airport. In addition, SASO agrees to participate in CITY's Environmental Compliance Program and is subject to and agrees to periodic inspections conducted by Airport staff to monitor the management, handling, storage, and disposal practices associated with any petroleum substances, hazardous substances, or waste materials. (Note: this participation should align with local committees or work groups as most airports hold the stormwater permit and the SASO are considered co-permittees.)

SASO shall be strictly liable for, and hereby expressly assumes all responsibility for all citations, fines, environmental controls and monitoring, clean-up and disposal, restoration and corrective measures resulting from or in any way connected with the improper use, handling, storage or disposal of all pollutants or contaminated materials, as same are defined by law, by SASO or by SASO's employees, invitees, suppliers or service or providers of materials or any other person whomsoever, regardless of whether or not a default notice has been issued and notwithstanding any other obligations imposed upon SASO pursuant to the terms of this Lease.