

CITY OF CHARLOTTE

CHARLOTTE DOUGLAS INTERNATIONAL AIRPORT SCHEDULED IRREGULAR OPERATIONS AGREEMENT
WITH

This agreement ("Agreement) made and entered into this ____ day of _____, 202____ by and between the City of Charlotte ("City"), a North Carolina municipal corporation, and _____ ("Carrier").

WITNESSETH:

WHEREAS, the City is the owner and operator of Charlotte Douglas International Airport ("Airport"); and

WHEREAS, the Carrier wishes to utilize a gate and other property at the Airport to conduct its business (the "Space"); and

WHEREAS, the Airport has available for rent the Space for use by the Carrier.

NOW, THEREFORE, for and in consideration of mutual covenants, conditions and agreements contained herein, City and Tenant agree as follows:

AGREEMENT:

1. **Rights.** City grants to the Carrier a license to use the Space in accordance with the terms of this Agreement on the date and during the times pre-approved in writing by the Airport.
2. **Payment.** Carrier shall pay the City Landing and Facility Fees as determined by the prescribed Airline Rates and Charges. The current rates are set forth in **Exhibit C** and may be amended yearly at the beginning of the City's fiscal year. Where the Carrier is a commercial flight, a \$4.50 per enplaned passenger PFC will also be charged. Carrier must provide Airport an activity report no later than the tenth (10th) day of the month following a month were the Carrier had operations at the Airport. A copy of this report is attached hereto as **Exhibit A**. Upon receipt of the report the City shall bill the Carrier for the previous month's operations.
3. **Term.** This Agreement shall commence on the effective date, and shall continue until the earlier of (a) termination by either party upon 30 days written notice to either party, or (b) June 30, 2026.
4. **Indemnification.** Carrier agrees to indemnify, defend and hold harmless City, its elected officials, agents and its employees from and against all claims, losses, damages, liabilities, and causes of action of every kind or character and nature as well as costs and fees, including reasonable attorneys' fees connected therewith, and the expenses of the investigation thereof, based upon or arising out of or based upon performance of under this Carrier, or allegations thereof.
5. **Insurance.** Carrier shall procure and at all times maintain in force insurance covering Carrier's property and activities at the Airport from a company or companies of recognized national standing and having an A.M. Best rating of "A" or better, authorized to do business in the State of North Carolina, in

minimum amounts as follows:

- a. General liability for injuries to, or death of, any person or persons and/or damage to property of others (including without limitation, exposure due to ownership, maintenance, use, loading or unloading of aircraft and automobiles), said insurance to be written for a combined single or a combination of primary and excess policy limit of One Hundred Million Dollars (\$100,000,000) for any one (1) occurrence.
 - b. Aircraft hull and liability for the actual value of Carrier's aircraft to be located on Airport property.
 - c. All liability policies shall be occurrence based.
 - d. City shall be named as additional insureds on the insurance coverage required by (a) through (c) above.
 - e. If required, Worker's compensation insurance in the amounts and form required by the laws of the State of North Carolina.
 - f. Carrier shall, upon execution of this Agreement, provide City with a certificate evidencing such insurance required above, and such certificate shall contain a provision stating that the coverage evidenced thereby shall not be canceled, terminated, or changed and shall not expire without ten (10) days prior written notice of the same by Certified Mail to the City.
6. **Rules and Regulations.** Carrier shall observe and obey all rules and regulations of the Airport governing safe conduct and operations on Airport property and the safe use of its facilities.
 7. **Audit.** The City shall have the right to audit, either itself or through an independent auditor, all books and records and facilities of the Carrier necessary to evaluate Carrier's compliance with the terms and conditions of this Agreement. The City shall pay its own expenses, related to such audits, but shall not have to pay any expenses or additional costs of the Carrier. However, if non-compliance is found that would have cost the City in excess of \$5,000 but for the audit, then the Carrier shall be required to reimburse the City for the cost of the audit. All relevant material related must be kept during the time in which the Carrier is operating at the Airport and for one (1) year after such operation ceases.
 8. **Compliance with the Laws.** Carrier shall obtain all licenses, certificates, permits and other authorizations which may be required for Carrier's operations, use of the Airport or its exercise of any rights under this Agreement. Further, Carrier shall comply will all applicable Federal, State or local laws, ordinances, regulations, policies or procedures. Such requirements shall include, without limitation, Carriers Americans with Disabilities Act and related laws obligations as an Air Carrier, including the obligation to provide boarding and deplaning assistance to their passengers. Certain mobility assistance equipment is provided and maintained by the City, as set forth in the Airline Use and Lease Agreement dated July 1, 2016. All other required equipment shall be provided and maintained by the Carrier.
 9. **Federal Requirements.** Carrier shall comply with the federal requirements set forth in **Exhibit B**, attached hereto.
 10. **Iran Divestment and Israel Boycott.** Carrier represents and warrants that it is eligible to contract with the City because it is not identified as an ineligible company on the State Treasurer's list created pursuant to G.S. 147-86.58 or identified as a restricted company for purposes of the Israel Boycott. Carrier also agrees to immediately notify the City that if it is identified as an ineligible company on either list at any time during the term of this Agreement.

11. **Amendment.** This Agreement may only be modified or amended by a written instrument executed by City and Carrier.
12. **Assignment.** Assignment or transfer of this agreement is prohibited without the prior written consent of the Aviation Director.
13. **Entire Agreement.** This document represents the entire Agreement between the parties and will not be modified or cancelled by mutual agreement or in any manner except by written instrument, executed by the parties or their respective successors in interest.
14. **Choice of Law.** This Agreement will be interpreted under and governed by the Law of the State of North Carolina.
15. **Notice.** Whenever required by the terms of this Agreement, legal notice shall be in writing and shall be sent by certified mail, postage prepaid to the applicable address listed below. For all other communications, email to the designated City or Carrier point of contact is acceptable.

City

Charlotte Douglas International Airport
 Attn: Kaitlyn Price, Airline Affairs
 Manager
 5601 Wilkinson Blvd.
 Charlotte, NC 28208

[Air Carrier]

Attn: _____

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed.

THE CITY OF CHARLOTTE

By:

Name:

Title:

Date:

[AIR CARRIER NAME]

By:

Name:

Title:

Date:

Exhibit B - FEDERAL REQUIREMENTS

Federal laws and regulations require that the contract provisions set forth herein be included in each contract. Carrier (including all subcontractors) shall:

- A. Insert these contract provisions in each contract and subcontract, and further require that the clauses be included in all lower tier subcontracts.
- B. Incorporate applicable requirements of these contract provisions by reference for work done under any purchase orders, rental agreements and other agreements for supplies or services.
- C. Be responsible for compliance with these contract provisions by any subcontractor, lower- tier subcontractor or service provider.

Failure to comply with the terms of these contract provisions may be sufficient grounds to:

- A. **Withhold progress payments or final payment;**
- B. **Terminate the contract;**
- C. **Seek suspension/debarment; or**
- D. **Any other action determined to be appropriate by the Owner or FAA.**

In all its activities within the scope of its airport program, the Carrier 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.

Compliance with Nondiscrimination Requirements:

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

- **Compliance with Regulations:** The Carrier (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.
- **Nondiscrimination:** The Carrier, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in the selection and retention of subcontractors, including

procurements of materials and leases of equipment. The Carrier 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.

- **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Carrier 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 Carrier of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
- **Information and Reports:** The Carrier 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 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 City or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
- **Sanctions for Noncompliance:** In the event of a Carrier's noncompliance with the non-discrimination provisions of this contract, the City 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 Carrier under the contract until the Carrier complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
- **Incorporation of Provisions:** The Carrier 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 Carrier will take action with respect to any subcontract or procurement as the City or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Carrier becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Carrier may request the City to enter into any litigation to protect the interests of the City. In addition, the Carrier may request the United States to enter into the litigation to protect the interests of the United States.

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

The Carrier 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 (in the case of deeds and leases add, "as a covenant running with the land") that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3)

that the Carrier will use the premises in compliance with all other requirements imposed by or pursuant to the List of discrimination Acts And Authorities.

Title VI List of Pertinent Nondiscrimination Acts and Authorities

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