

**FIXED BASE OPERATOR/MANAGEMENT AGREEMENT
BETWEEN THE CLINTON AIRPORT AUTHORITY AND
WESTERN OKLAHOMA AVIATION, L.L.C.**

This agreement is entered into this _____ day of July, 2021 between the Clinton Airport Authority (hereinafter referred to as "the Authority"), a public trust of the City of Clinton, Oklahoma, and Ms. Tracy Yoder, who will act as the Airport Manager. It is the intent of this whole agreement that Airport Manager shall act on behalf of the City of Clinton, Oklahoma, and the Clinton Airport Authority for administrative requirements and for maintaining and operating the Airport in accordance with FAA regulations.

Whereas, the Authority owns and operates the Clinton Regional Airport and its related facilities, and intends to maintain and operate said airport in the best interest of the City of Clinton and the aviation users of the airport, and

Whereas, Ms. Tracy Yoder has demonstrated that she can provide the required managerial functions and other services for the Clinton Regional Airport, and

Whereas, under the terms of this agreement the **Manager** will:

1. Manager shall act as the airport and City liaison with state and federal aviation and other agencies and will complete on a timely and accurate basis, all necessary reports, applications, and other appropriate papers as may be required. Manager will consult with City of Clinton staff *i.e.* City Manager, City Clerk and/or City Treasurer as needed to accomplish this responsibility.
2. Keep the airport, including the terminal building, open and staffed seven days a week, with the minimum hours being 8 A.M. to 5 P.M. Exceptions are Thanksgiving, Christmas, and Easter Sunday.
3. Maintain 24-hour fuel availability
4. Maintain the terminal in a clean and orderly manner, ensuring that the restrooms and other public spaces are clean and available during all hours of operation. In keeping with the no smoking policy of the City, enforce the City's no smoking ordinance in the main terminal building.
5. Answer all incoming calls from both the radio and telephone system during all hours of operation.
6. Perform routine maintenance on the terminal building to include cleaning, replacing of light bulbs, and all other routine maintenance items. Maintain and install windsocks as needed.

7. Meet and greet all incoming traffic, whether land or air, welcoming them to the airport and offer routine and customary service, to include but not be limited to tied down assistance, fuel, directions, and any other assistance that might be needed.
8. Offer courtesy car on behalf of the Clinton Airport Authority.
9. Be allowed to operate a travel or aviation related business out of available office space and classrooms located in the terminal building.
10. Be responsible for the leasing of available T-hangars, ensuring that the appropriate agreements are signed, and following the Authority's policies and procedures for hangar rental (copy attached). Copies of the leases shall be provided to the Authority as renewed. It is understood that the rental rates can only be set by the Authority.
11. Manager shall maintain liability insurance for all activities within the scope of the Managerial duties and shall provide evidence of such insurance to the City Clerk and Manager shall hold the City of Clinton and the Clinton Airport Authority harmless for any claims arising from activities or actions of Manager, its employees, agents, or wholly owned companies or programs. Should Manager provide flight instruction to student pilots, the necessary insurance shall be obtained, and proof of same furnished to the City and Authority. The minimum amount of coverage shall be the same as that carried by the Authority. The Manager shall list the City of Clinton and the Clinton Airport Authority as additional insured.
12. The Manager shall provide all aircraft fueling services at Clinton Regional Airport. The Clinton Airport Authority will be responsible for the purchase of all fuel for resale. Oil will be purchased for resale by the Manager. Fuel and oil may be sold by Manager at appropriate prices based upon cost of service and a reasonable profit margin. It is the sole responsibility of the Manager to ensure that quality products are being delivered and sold. Manager shall provide any documentation from suppliers necessary to ensure that minimum standards are met for aviation gasoline. It is the responsibility of the Manager to perform all quality control measures, tests, and dispensing.
13. The Manager must provide all employees with proper safety training on fuel dispensing and fuel received.
14. Perform routing maintenance on all T-hangars, to include changing light bulbs, providing oil or grease to rollers on hangar doors, and such other small items as may be necessary.
15. Any insurance for aircraft, equipment, tools, parts, or other contents owned or held by the Manager shall be the sole responsibility of the Manager.
16. Manager will, in a timely manner, reimburse the Authority for all long-distance telephone calls for non-airport related activity.

In consideration of and for these services to be provided by the FBO/Manager, the **Authority** agrees to the following:

1. The Authority is responsible for all repairs to the airport facility, grounds, buildings, and other assets commonly assigned to said facility. The Manager shall notify the Authority as soon as she becomes aware of the need for any repairs. As noted above, the Manager shall provide routine maintenance and cleaning. Light bulbs for the hangars, outside floodlights & runway lights and all repairs to the radios, navigational aides, tetrahedron, and beacon are the responsibility of the Authority.
2. Authority will provide Manager with a P-Card in order that certain purchases may be made in full compliance with the City of Clinton/Authority's purchasing guidelines which were provided Manager prior to issuance of said P-Card. Should any of Manager's employees be issued a P-Card, Manager agrees to be responsible to monitor for any misuse by her employees.
3. Authority will provide all operating, janitorial, and office supplies.
4. Authority will provide fuel and insurance for at least two Courtesy Cars.
5. Authority will pay a management fee of \$6,683.22 per month, \$80,198.69 annually, to the Manager. The amount of compensation shall be adjusted annually, at the contract renewal date, in accordance with the Consumer Price Index (All Items, South Area, Size Class D); based upon the March Bureau of Labor Statistics data release.
6. Authority will pay for dues and conference expenses to the Oklahoma Airport Operators Association.
7. Authority will list Tracy Yoder as additional insured to the contract of insurance.
8. Manager shall be responsible for mowing and grounds-keeping at the airport and shall comply with all FAA rules and regulations. Manager will be responsible for the everyday equipment maintenance. The City shall provide the equipment and fuel for mowing and will pay for the expenses associated with such maintenance to the equipment.
9. Authority may reimburse Manager for employee call back fees and expenses related to oil resale.

Whereas, both parties agree that the terms of the agreement shall be for a period of three years commencing on July 1, 2021, and ending on June 30, 2024.

Whereas, both parties further agree that either party shall have the right for any cause to terminate this agreement at any time, provided that the party notifies the other party in writing of the intent to terminate this agreement at least ninety (90) days prior to termination, and that both parties shall be responsible for all terms of the agreement during such ninety (90) days notice period.

It is further agreed that in the event the Manager dies, becomes incapacitated, or becomes financially unable to perform the duties of a Manager for any period of more than 30 days, this agreement may be terminated by either party or their heirs/successors upon 10 days written notice to the other party.

Now, therefore, for and in consideration of the terms heretofore set forth the parties hereto agree to this Fixed Base Operator/Manager Agreement dated and signed this _____ day of July 2021.

For the Manager:

For the Authority:

Ms. Tracy Yoder

David Berrong, Chairman