

**EIGHTH AMENDMENT TO
FIXED BASE OPERATIONS AND LEASE AGREEMENT
CHARLES B. WHEELER DOWNTOWN AIRPORT**

THIS EIGHTH AMENDMENT, made and entered into this day _____, by and between KANSAS CITY, MISSOURI, a municipal corporation of the State of Missouri, (“**City**”), and SIGNATURE FLIGHT SUPPORT, LLC. (Formerly Executive Beechcraft, Inc.), a Corporation organized and existing under the laws of the State of Missouri under Missouri Charter No. 00117157 (“**Lessee**”).

WITNESSETH: That,

WHEREAS, City owns, operates and maintains an airport known as “Charles B. Wheeler Downtown Airport” located in Clay County, Missouri (“**Airport**”); and

WHEREAS, City and Lessee are parties to a Fixed Base Operations and Lease Agreement dated December 28, 2005 (“**Agreement**”); and

WHEREAS, City and Lessee are parties to a First Amendment to the Fixed Base Operations and Lease Agreement dated April 30, 2007 (“**First Amendment**”); and

WHEREAS, City and Lessee are parties to a Second Amendment to the Fixed Base Operations and Lease Agreement dated July 10, 2010 (“**Second Amendment**”); and

WHEREAS, City and Lessee are parties to a Third Amendment to the Fixed Base Operations and Lease Agreement dated July 14, 2011 (“**Third Amendment**”); and

WHEREAS, City and Lessee are parties to a Fourth Amendment to the Fixed Base Operations and Lease Agreement dated December 31, 2012 (“**Fourth Amendment**”); and

WHEREAS, City and Lessee are parties to a Fifth Amendment to the Fixed Base Operations and Lease Agreement dated May 20, 2019 (“**Fifth Amendment**”); and

WHEREAS, City and Lessee are parties to a Sixth Amendment to the Fixed Base Operations and Lease Agreement dated September 9, 2019 (“**Sixth Amendment**”); and

WHEREAS, City and Lessee are parties to a Seventh Amendment to the Fixed Base Operations and Lease Agreement dated May 3, 2023 (“**Seventh Amendment**”); and

WHEREAS, City and Lessee agree to modifications of **Section 1.1 Leased Premises, and Exhibit A Property Map.**

I. That **Sec 1.1. Leased Premises** be deleted in its entirety and replaced with the following:

Sec 1.1. Leased Premises. The City hereby leases to Lessee, and Lessee leases from the City, the real property, including all buildings, improvements and fixtures appurtenant thereto, more fully described in

Exhibit “A”, attached hereto and incorporated herein (hereinafter “**Premises**”). Lessee has inspected the Premises and accepts them in “as is” condition.

- A. Lessee relinquishes a portion of its lease of Parcel D in Exhibit “A” to the City which Lessee leased under the Agreement. The relinquished portion of Parcel D shall be surveyed at City’s expense and identified in Exhibit “A” as City-owned property, the description as surveyed must be mutually agreed upon, and removed from Lessee’s Premises in Exhibit “A” effective _____, at which time City shall release Lessee from all obligations arising out of the portion relinquished, including but not limited to the obligation to pay rent.

II. That **Exhibit A Premises** be deleted in its entirety and replaced with the following:

Insert Survey & Property Description

III. **CREO Civil Rights and Wage Assurances** are hereby added as of this Eighth Amendment.

CREO CIVIL RIGHTS AND WAGE ASSURANCES (032223)

Non-discrimination in Employment. Contractor shall not discriminate against any employee or candidate for employment on the basis of an individual’s race, hair texture or hair style associated with an individual’s race, color, sex, religion, national origin, or ancestry, disability, sexual orientation, gender identity, age, or in any other manner prohibited by Chapter 38 of the City Code. Contractor shall not engage in any discrimination as prohibited by Chapter 3 of the City Code.

Ban the Box in Hiring and Promotion.

- (a) Pursuant to Section 38-104, City Code Ordinances, Contractor shall not base a hiring or promotional decision on an applicant's criminal history or sentence related thereto, unless the employer can demonstrate that the employment-related decision was based on all information available including consideration of the frequency, recentness and severity of a criminal record and that the record was reasonably related to the duties and responsibilities of the position.
- (b) Notwithstanding subsection (a), Contractor may inquire about an applicant's criminal history after it has been determined that the individual is otherwise qualified for the position, and only after the applicant has been interviewed for the position. Any such inquiry may be made of all applicants who are within the final selection pool of candidates from which a job will be filled.
- (c) This provision shall not apply to positions where employers are required to exclude applicants with certain criminal convictions from employment due to local, state or federal law or regulation.

Title VI of the Civil Rights Act of 1964. Title VI of the Civil Rights Act of 1964 requires that no person in the United States shall, on the grounds of race, color, or national or origin (including limited English proficient individuals), be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

The City of Kansas City, Missouri requires compliance with the requirements of Title VI in all of its programs and activities regardless of the funding source. Contractor shall not discriminate on the grounds of race, color, or national or origin (including limited English proficient individuals).

Quality Services Assurance Act. If this Contract exceeds \$160,000.00, Contractor certifies Contractor will pay all employees who will work on this Contract in the city limits of Kansas City, Missouri at least \$15.00 per hour in compliance with the City's Quality Services Assurance Act, Section 3-66, Code of Ordinances or City has granted Contractor an exemption pursuant to the Quality Services Assurance Act.

Anti-Discrimination Against Israel. If this Contract exceeds \$100,000.00 and Contractor employs at least ten employees, pursuant to Section 34.600, RSMo., by executing this Contract, Contractor certifies it is not currently engaged in and shall not, for the duration of this contract, engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel.

Affirmative Action. If this Contract exceeds \$300,000.00 and Contractor employs fifty (50) or more people, Contractor shall comply with City's Affirmative Action requirements in accordance with the provisions of Chapter 3 of City's Code, the rules and regulations relating to those sections, and any additions or amendments thereto; in executing any Contract subject to said provisions, Contractor warrants that it has an affirmative action program in place and will maintain the affirmative action program in place for the duration of the Contract. Contractor shall not discriminate against any employee or applicant for employment because of race, color, sex, religion, national origin or ancestry, disability, sexual orientation, gender identity or age in a manner prohibited by Chapter 3 of City's Code. Contractor shall:

- (a) Execute and submit the City of Kansas City, Missouri CREO Affirmative Action Program Affidavit warranting that the Contractor has an affirmative action program in place and will maintain the affirmative action program in place for the duration of the Contract.
- (b) Submit, in print or electronic format, a copy of Contractor's current certificate of compliance to the City's Civil Rights and Equal Opportunity Department (CREO) prior to receiving the first payment under the Contract, unless a copy has already been submitted to CREO at any point within the previous two (2) calendar years. If, and only if, Contractor does not possess a current certification of compliance, Contractor shall submit, in print or electronic format, a copy of its affirmative action program to CREO prior to receiving the first payment under the Contract, unless a copy has already been submitted to CREO at any point within the previous two (2) calendar years.
- (c) Require any Subcontractor awarded a subcontract exceeding \$300,000.00 to affirm that Subcontractor has an affirmative action program in place and will maintain the affirmative action program in place for the duration of the subcontract.
- (d) Obtain from any Subcontractor awarded a subcontract exceeding \$300,000.00 a copy of the Subcontractor's current certificate of compliance and tender a copy of the same, in print or electronic format, to CREO within thirty (30) days from the date the subcontract is executed. If, and only if, Subcontractor does not possess a current certificate of compliance, Contractor shall obtain a copy of the Subcontractor's affirmative action program and tender a copy of the same, in print or electronic format, to CREO within thirty (30) days from the date the subcontract is executed.

City has the right to take action as directed by City's Civil Rights and Equal Opportunity Department to enforce this provision. If Contractor fails, refuses or neglects to comply with the provisions of Chapter 3 of City's Code, then such failure shall be deemed a total breach of this Contract and this Contract may be terminated, cancelled or suspended, in whole or in part, and Contractor may be declared ineligible for any further contracts funded by City for a period of one (1) year. This is a material term of this Contract.

Compliance with Laws. Contractor shall comply with all federal, state and local laws, ordinances and regulations applicable to the work and this Agreement. Contractor shall maintain in effect all the licenses, permissions, authorizations, consents and permits that it needs to carry out its obligations under this Agreement.

Prevailing Wage. If the Agreement exceeds \$75,000.00 and any of the Services performed by Contractor includes construction, reconstruction, improvement, enlargement, alteration, painting and decorating, or major repair, that is subject to the Missouri Prevailing Wage Law (Section 290.210, RSMo – 290.340, RSMo), Contractor shall immediately notify the City prior to performing Services so the parties can execute an agreement that incorporates, the appropriate Wage Order. Contractor shall comply with all requirements of Section 290.210, RSMo – 290.340, RSMo even if Contractor fails to notify the City.

NOW, THEREFORE, in consideration of the Premises, conditions, terms, and mutual covenants herein contained, City and Lessee agree for themselves, their successors and assigns as follows:

IN WITNESS WHEREOF, this EIGHTH Amendment shall become effective the 1st day of _____ . Except as expressly amended, the Agreement dated December 28, 2005, shall remain unchanged and in full force and effect.

Approved as to form:

KANSAS CITY, a municipal
Corporation of Missouri

Senior Associate City Attorney

By: _____
Melissa Cooper A.A.E.
Director of Aviation

Signature Flight Support, LLC.,
A Missouri Corporation

By: _____
Title: _____