

# **SERVICES AGREEMENT FOR GENERAL AVIATION LANDING FEE AND FEDERAL INSPECTION STATION FEE COLLECTION SERVICES**

This Services Agreement for General Aviation Landing Fee and Federal Inspection Station Fee Billing & Collection Services for the San Antonio Airport System (hereinafter referred to as “Agreement”) is made and entered into by and between the **City of San Antonio** (hereinafter referred to as “City”), a Texas Municipal Corporation acting by and through its Aviation Director, and **Vector Airport Systems LLC**, a limited liability company authorized to conduct business in Texas, acting by and through its authorized representative (hereinafter referred to as “Contractor” or “Company”), both of which may be referred to herein collectively as the “Parties”.

The Parties hereto severally and collectively agree, and by the execution hereof are bound, to the mutual obligations herein contained and to the performance and accomplishment of the tasks hereinafter described.

## **I. DEFINITIONS**

As used in this Agreement, the following terms shall have meanings as set out below:

- 1.1 “City” is defined in the preamble of this Agreement and includes its successors and assigns.
- 1.2 “Contractor” is defined in the preamble of this Agreement and includes its successors.
- 1.3 “Director” shall mean the Director of Airports of the City of San Antonio.

## **II. TERM**

Unless sooner terminated in accordance with the provisions of this Agreement, the term of this Agreement shall be for five (5) years, commencing upon execution by all parties, and terminating five years from the date of execution. Upon mutual agreement of the Parties, the Agreement may be extended for five (5) additional one-year terms, at the same terms and conditions contained herein.

## **III. SCOPE OF SERVICES**

3.1 Contractor, in consideration for the compensation herein provided, as outlined in Article IV. Compensation, shall render the required services in connection with the General Aviation Fee and Federal Inspection Station Fee Billing & Collection, as more specifically outlined in **Attachment 1, Scope of Services**.

32 Contractor shall complete all work within the Scope of Services in compliance with this Agreement, and agrees to staff the project with sufficient necessary, qualified personnel, in order not to delay or disrupt the progress of the services. Time is of the essence.

33 All services and work performed under this Agreement must be conducted in full conformance with the Texas Occupations Code. Persons retained by Contractor to perform work pursuant to this Agreement shall be employees or subcontractors of Contractor.

#### **IV. COMPENSATION TO CONTRACTOR**

4.1 Contractor shall retain fifteen percent (15%) of all General Aviation landing fees and General Aviation Federal Inspection Station fees collected from General Aviation Operators, as a fee for its services. Said fees are established pursuant to Chapter 3 of the City of San Antonio Municipal Code. The remaining eighty-five percent (85%) of fees collected shall be remitted to the City.

The City will pay Contractor a one-time fee of \$9,000.00 for system implementation of PLANEPASS® aircraft operating fee billing and collection service, and *Vantage* aircraft identification and tracking systems, due within 30 days of the execution of this Services Agreement.

4.2 All fees collected in a monthly collection cycle that become due and payable by the Contractor no later than the fifteenth (15<sup>th</sup>) business day of the following month and shall be paid to the City of San Antonio, Office of the Aviation Director, San Antonio International Airport, 9800 Airport Blvd., San Antonio, Bexar County, Texas, 78216 unless otherwise notified in writing. All rentals and payments unpaid for ten (10) days after the date due shall bear interest at the lesser rate of eighteen percent (18%) per annum or the maximum rate allowed under law, from the date the amount was first due.

**Alternate Payment Methods.** All rents fees, and charges that become due and payable by the Contractor under this Agreement may be made by bank wire transfer or ACH transaction in immediately available funds to a bank account designated by each party or by check payable to the City of San Antonio, which shall be delivered or mailed, postage prepaid to the address in this section or to such other address as may be designated in writing, by the Director.

For payments made by ACH transfer please send an email to Accounts Receivable Box [aviationar@sanantonio.gov](mailto:aviationar@sanantonio.gov) to receive the appropriate documents needed to process the funds transfer.

For any additional information regarding this process, please contact:

City of San Antonio  
Aviation Department  
c/o Fiscal Division  
9800 Airport Blvd.  
San Antonio, Texas 78216

4.3 All fees and charges payable by Contractor to City under the terms hereof, whether or not expressly denominated as rent, shall constitute rent for all purposes, including, but not limited to, purposes of the United States Bankruptcy Code.

4.4 Monthly Collections Report. Contractor shall bill all General Aviation operators and collect the landing fees and Federal Inspection Station fees on a monthly basis and will provide City with a list of fees collected and payment of moneys in exchange for the 15% commission fees on moneys collected, in a format the same or materially similar to the form attached hereto as **Exhibit 2**. This form shall be submitted no later than the fifteenth (15<sup>th</sup>) day following the end of each calendar month, and should be sent to [ConcessionsSalesReports@sanantonio.gov](mailto:ConcessionsSalesReports@sanantonio.gov). A monthly late fee of \$100.00 shall be assessed for any report not received by the fifteenth (15<sup>th</sup>) day following the end of each calendar month.

## **V. OWNERSHIP OF DOCUMENTS**

5.1 Any and all writings, documents or information in whatsoever form and character produced by Contractor pursuant to the provisions of this Agreement is the exclusive property of City without limitation; and no such writing, document or information shall be the subject of any copyright or proprietary claim by Contractor.

5.2 Contractor understands and acknowledges that as the exclusive owner of any and all such writings, documents and information, City has the right to use all such writings, documents and information as City desires, without restriction.

5.3 Notwithstanding the foregoing, Contractor retains ownership and all intellectual property, trademark and patent rights associated with any and all processes or materials, tangible or intangible, used in the provision of services under this Agreement and the creation of aforementioned writings, documents and information. Such materials include but not limited to: concepts, ideas, techniques, data, databases, software, customer lists, materials, and specifications.

## **VI. RECORDS RETENTION**

6.1 Contractor and its subcontractors, if any, shall properly, accurately and completely maintain all documents, papers, and records, and other evidence pertaining to the services rendered hereunder (hereafter referred to as “documents”), and shall make such materials available to the City at their respective offices, at all reasonable times and as often as City may deem necessary during the Agreement period, including any extension or renewal hereof, and the record retention period established herein, for purposes of audit, inspection, examination, and making excerpts or copies of same by City and any of its authorized representatives.

6.2 Contractor shall retain any and all documents produced as a result of services provided hereunder for a period of seven (7) years (hereafter referred to as “retention period”) from the date of termination of the Agreement. If, at the end of the retention period, there is litigation or other questions arising from, involving or concerning this documentation or the services provided hereunder, Contractor shall retain the

records until the resolution of such litigation or other such questions. Contractor acknowledges and agrees that City shall have access to any and all such documents at any and all times, as deemed necessary by City, during said retention period. City may, at its election, require Contractor to return the documents to City at Contractor's expense prior to or at the conclusion of the retention period. In such event, Contractor may retain a copy of the documents at its sole cost and expense.

6.3 Contractor shall notify City, immediately, in the event Contractor receives any requests for information from a third party, which pertain to the documentation and records referenced herein. Contractor understands and agrees that City will process and handle all such requests.

6.4 Contractor agrees to retain all PLANEPASS service data used during this Agreement for a period of no less than 7 years from the creation of the data.

## **VII. TERMINATION**

7.1 For purposes of this Agreement, "termination" of this Agreement shall mean termination by expiration of the Agreement term as stated in Article II. Term, or earlier termination pursuant to any of the provisions hereof.

7.2 Termination Without Cause. Neither party may terminate this Agreement without cause for the first one (1) year following Agreement execution. After one (1) year has elapsed from the execution date, this Agreement may be terminated by either party without cause upon thirty (30) calendar days' written notice, which notice shall be provided in accordance with Article VIII. Notice.

7.3 Termination For Cause. Upon written notice, which notice shall be provided in accordance with Article VIII. Notice, City may terminate this Agreement as of the date provided in the notice, in whole or in part, upon the occurrence of one (1) or more of the following events, each of which shall constitute an Event for Cause under this Agreement:

7.3.1 The sale, transfer, pledge, conveyance or assignment of this Agreement without prior approval, as provided in Article XII. Assignment and Subcontracting; or

7.3.2 Any material breach of the terms of this Agreement, as determined solely by City.

7.4 Defaults With Opportunity for Cure. Should Contractor default in the performance of this Agreement in a manner stated in this section 7.4 below, same shall be considered an event of default. City shall deliver written notice of said default specifying such matter(s) in default. Contractor shall have 30 calendar days after receipt of the written notice, in accordance with Article VIII. Notice, to cure such default. If Contractor fails to cure the default within such 30 day cure period, City shall have the right, without further notice, to terminate this Agreement in whole or in part as City deems appropriate, and to contract with another contractor to complete the work required in this Agreement. City shall also have the right to offset the cost of said new Agreement with a new contractor against Contractor's future or unpaid invoice(s), subject to the duty on the part of City to mitigate its losses to the extent required by law.

7.4.1 Bankruptcy or selling substantially all of company's assets;

7.4.2 Failing to perform or failing to comply with any covenant herein required; or

7.43 Performing unsatisfactorily.

7.5 Termination By Law. If any state or federal law or regulation is enacted or promulgated which prohibits the performance of any of the duties herein, or, if any law is interpreted to prohibit such performance, this Agreement shall automatically terminate as of the effective date of such prohibition.

7.6 Regardless of how this Agreement is terminated, Contractor shall effect an orderly transfer to City or to such person(s) or firm(s) as the City may designate, at no additional cost to City, all completed or partially completed documents, papers, records, charts, reports, and any other materials or information produced as a result of or pertaining to the services rendered by Contractor, or provided to Contractor, hereunder, regardless of storage medium, if so requested by City, or shall otherwise be retained by Contractor in accordance with Article VI. Records Retention. Any record transfer shall be completed within thirty (30) calendar days of a written request by City and shall be completed at Contractor's sole cost and expense. Payment of compensation due or to become due to Contractor is conditioned upon delivery of all such documents, if requested by City.

7.7 Within forty-five (45) calendar days of the effective date of completion, or termination or expiration of this Agreement, Contractor shall submit to City its claims, in detail, for the monies owed by City for services performed under this Agreement through the effective date of termination. Failure by Contractor to submit its claims within said forty-five (45) calendar days shall negate any liability on the part of City and constitute a **Waiver** by Contractor of any and all right or claims to collect moneys that Contractor may rightfully be otherwise entitled to for services performed pursuant to this Agreement.

7.8 Within ten (10) business days of the effective date of expiration or termination of this Agreement, Contractor shall: remit to City all fees collected through the effective date of expiration or termination, less Contractor's fee specified in Article 4.2, and produce landing fee and Federal Inspection Station Fee invoices for aircraft activities occurring on any dates within the Agreement Term not yet invoiced. This invoice generation shall constitute the final regular cycle of invoicing performed by Contractor. Out-of-Cycle invoices for this or prior periods may still be produced as necessary to correct any billing issues discovered through the customer service process.

Contractor will continue to provide customer service, payment processing, active collections, reporting, and remittance for four (4) full-month periods after the Agreement expiration or termination date. Contractor's ongoing fee for service stated in Article 4.2 will apply to amounts collected during the four-month period after termination.

After the above-indicated service continuation period has ended, Contractor will discontinue all customer service and collection efforts and will refer all customer service calls and emails to a designated City agent. In the event that an aircraft operator does not comply with Contractor's direction to pay City directly after continuation period has ended, Contractor will continue to passively allow payments to be made to its bank lockbox and will continue to report and remit these payments to the City on a monthly basis.

7.9 Termination not sole remedy. In no event shall City's action of terminating this Agreement, whether for cause or otherwise, be deemed an election of City's remedies, nor shall such termination limit, in any way, at law or at equity, City's right to seek damages from or otherwise pursue Contractor for any default hereunder or other action.

7.10 In the event that either party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of insurrection, war, fire, Act of God or other casualty or other reason of a similar or dissimilar nature beyond the reasonable control of the party delayed in performing work or doing acts required under the terms of this Agreement, then performance of such act shall be excused for the period of the actual delay attributable to such causes, and the period from the performance of any such act shall be extended for a period equivalent to the period of such delay (any such delay is herein referred to as an "Unavoidable Delay"). If any provision of this Agreement negates or limits the period of any force majeure extension, such provision shall override this Article. Contractor must provide City notice of the delay within a reasonable time following the occurrence of the delaying event in order to be eligible for an extension for any Unavoidable Delay.

## VIII. NOTICE

Except where the terms of this Agreement expressly provide otherwise, any election, notice or communication required or permitted to be given under this Agreement shall be in writing and deemed to have been duly given if and when delivered personally (with receipt acknowledged), or three (3) days after depositing same in the U.S. mail, first class, with proper postage prepaid, or upon receipt if sending the same by certified mail, return receipt requested, or upon receipt when sent by a commercial courier service (such as Federal Express or DHL Worldwide Express) for expedited delivery to be confirmed in writing by such courier, at the addresses set forth below or to such other address as either party may from time to time designate in writing.

If intended for City, to:

City of San Antonio  
Aviation Department  
Attn: Properties Division  
9800 Airport Blvd.  
San Antonio, TX 78216

If intended for Contractor,

Vector Airport Systems  
Attn: Peter Coleton, President  
280 Sunset Park Drive  
Herndon, VA 20170

## IX. NON-DISCRIMINATION

Non-Discrimination. As a party to this contract, Contractor 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.

## X. INSURANCE

10.1 Prior to the commencement of any work under this Agreement, Contractor shall furnish copies of all required endorsements and completed Certificate(s) of Insurance to the City's Aviation Department,

which shall be clearly labeled “General Aviation Landing Fee and Federal Inspection Station Fee Billing & Collection Services” in the Description of Operations block of the Certificate. The Certificate(s) shall be completed by an agent and signed by a person authorized by that insurer to bind coverage on its behalf. The City will not accept a Memorandum of Insurance or Binder as proof of insurance. The certificate(s) must be signed by the Authorized Representative of the carrier and list the agent’s signature and phone number. The certificate shall be mailed, with copies of all applicable endorsements, directly from the insurer’s authorized representative to the City. The City shall have no duty to pay or perform under this Agreement until such certificate and endorsements have been received and approved by the City’s Aviation Department. No officer or employee, other than the City’s Risk Manager, shall have authority to waive this requirement.

102 A Contractor’s financial integrity is of interest to the City; therefore, subject to Contractor’s right to maintain reasonable deductibles in such amounts as are approved by the City, Contractor shall obtain and maintain in full force and effect for the duration of this Agreement, and any extension hereof, at Contractor’s sole expense, insurance coverage written on an occurrence basis, unless otherwise indicated, by companies authorized to do business in the State of Texas and with an A.M Best’s rating of no less than A- (VII), in the following types and for an amount not less than the amount listed below:

<u>TYPE</u>	<u>AMOUNTS</u>
1. Workers' Compensation*	Statutory
2. Employers' Liability*	\$1,000,000/\$1,000,000/\$1,000,000
3. Commercial General Liability Insurance to include coverage for the following: a. Premises/Operations b. Products/Completed Operations c. Personal/Advertising Injury d. Contractual liability *e. Independent Contractors	For <u>Bodily Injury</u> and <u>Property Damage</u> of \$1,000,000 per occurrence; \$2,000,000 General Aggregate, or its equivalent in Umbrella or Excess Liability Coverage
4. Business Automobile Liability* a. Owned/leased vehicles b. Non-owned vehicles c. Hired Vehicles	<u>Combined Single Limit</u> for <u>Bodily Injury</u> and <u>Property Damage</u> of \$1,000,000 per occurrence. If AOA access required \$5,000,000 CSL.
5. Professional Liability (Claims-made basis) To be maintained and in effect for no less than two years subsequent to the completion of the professional service.	\$1,000,000 per claim, to pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages by reason of any negligent act, malpractice, error, or omission in professional services.
*If Applicable	



103 Contractor agrees to require, by written contract, that all subcontractors providing goods or services hereunder obtain the same categories of insurance coverage required of Contractor herein, and provide a certificate of insurance and endorsement that names the Contractor and the CITY as additional insureds. Policy limits of the coverages carried by subcontractors will be determined as a business decision of Contractor. Respondent shall provide the CITY with said certificate and endorsement prior to the commencement of any work by the subcontractor.

104 As they apply to the limits required by the City, the City shall be entitled, upon request and without expense, to receive copies of the policies, declaration page, and all required endorsements. Contractor shall be required to comply with any such requests and shall submit requested documents to City at the address provided below within 10 days. Contractor shall pay any costs incurred resulting from provision of said documents.

City of San Antonio  
Attn: Aviation Department  
P.O. Box 839966  
San Antonio, Texas 78283-3966

105 Contractor agrees that with respect to the above required insurance, all insurance policies are to contain or be endorsed to contain the following provisions:

- Name the City, its officers, officials, employees, volunteers, and elected representatives as additional insureds by endorsement, as respects operations and activities of, or on behalf of, the named insured performed under contract with the City, with the exception of the workers' compensation and professional liability policies.
- Provide for an endorsement that the "other insurance" clause shall not apply to the City of San Antonio where the City is an additional insured shown on the policy;
- Workers' compensation, employers' liability, general liability and automobile liability policies will provide a waiver of subrogation in favor of the City.
- Provide advance written notice directly to City of any suspension or non-renewal in coverage, and not less than ten (10) calendar days advance notice for nonpayment of premium.

106 **Limitation of Liability:** CONTRACTOR's total liability for any and all injuries, claims, losses, expenses, or damages whatsoever, including attorney's fees, arising out of or in any way related to the CONTRACTOR's work or this AGREEMENT from any cause or causes, including but not limited to CONTRACTOR's errors, omissions, negligence, strict liability, and breach of contract, shall not exceed the greater of two million dollars (\$2,000,000.00) or the total amount paid to CONTRACTOR by CLIENT under this AGREEMENT within the previous twelve (12) months.

107 Within five (5) calendar days of a suspension, cancellation or non-renewal of coverage, Contractor shall provide a replacement Certificate of Insurance and applicable endorsements to City. City shall have the option to suspend Contractor's performance should there be a lapse in coverage at any time during this



contract. Failure to provide and to maintain the required insurance shall constitute a material breach of this Agreement.

10.8 In addition to any other remedies the City may have upon Contractor's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, the City shall have the right to order Contractor to stop work hereunder, and/or withhold any payment(s) which become due to Contractor hereunder until Contractor demonstrates compliance with the requirements hereof.

10.9 Nothing herein contained shall be construed as limiting in any way the extent to which Contractor may be held responsible for payments of damages to persons or property resulting from Contractor's or its subcontractors' performance of the work covered under this Agreement.

10.10 It is agreed that Contractor's insurance shall be deemed primary and non-contributory with respect to any insurance or self insurance carried by the City of San Antonio for liability arising out of operations under this Agreement.

10.11 It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this Agreement and that no claim or action by or on behalf of the City shall be limited to insurance coverage provided..

10.12 Contractor and any Subcontractors are responsible for all damage to their own equipment and/or property except that caused by negligence or willful action on the part of a City officer, employee, agent, contractor or subcontractor.

10.13 The City of San Antonio Aviation Department, Properties and Concessions Division, utilizes an insurance certificate tracking firm to verify all insurance forms required from lessees, contractors and subcontractors associated with any lease or contract. The Division's current provider is **myCOI**. Upon lessee's or contractor's receipt of this executed lease or contract, an email will be sent to you asking you to register online with myCOI. Please make sure the following address is added to your "safe sender" list to ensure you receive this email communication ([registration@mycoitracking.com](mailto:registration@mycoitracking.com)). It is critical that you provide the Division with your accurate email address. Part of the registration process includes providing contact information for your insurance agent(s). You will also need this information available to you at the time of registration. Once you have registered and entered the email address for your insurance agent(s), an email will be sent to the insurance agent(s) requesting them to upload your Certificate of Insurance (COI) directly into the myCOI website. Certificates of Insurance cannot be mailed, emailed or faxed to the Aviation Department, Properties and Concessions Division. Your agreement will not be in compliance, nor will you be allowed to occupy, operate nor begin construction until registration is completed and a compliant COI and all required endorsements are received from your agent(s).

## XI. INDEMNIFICATION

11.1 **CONTRACTOR** covenants and agrees to **FULLY INDEMNIFY, DEFEND and HOLD HARMLESS**, the **CITY** and the elected officials, employees, officers, directors, volunteers and representatives of the **CITY**, individually and collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death and property damage, made upon the **CITY** directly or indirectly arising out of, resulting from or related to **CONTRACTOR'S** activities under this Agreement, including any negligent acts or omissions of **CONTRACTOR**, any agent, officer, director, representative, employee, contractor or subcontractor of **CONTRACTOR**, and their respective officers, agents employees, directors and representatives while in the exercise of the rights or performance of the duties under this Agreement. The indemnity provided for in this paragraph shall not apply to any liability resulting from the negligence of City, its officers or employees, in instances where such negligence causes personal injury, death, or property damage. **IN THE EVENT CONTRACTOR AND CITY ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS FOR THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW.**

11.2 The provisions of this indemnity are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity. Contractor shall advise the **CITY** in writing within 24 hours of any claim or demand against the City or Contractor known to Contractor related to or arising out of Contractor 's activities under this Agreement and shall see to the investigation and defense of such claim or demand at Contractor 's cost. The City shall have the right, at its option and at its own expense, to participate in such defense without relieving Contractor of any of its obligations under this paragraph.

11.3 Defense Counsel - City shall have the right to select or to approve defense counsel to be retained by Contractor in fulfilling its obligation hereunder to defend and indemnify City, unless such right is expressly waived by City in writing. Contractor shall retain City approved defense counsel within seven (7) business days of City's written notice that City is invoking its right to indemnification under this Agreement. If Contractor fails to retain Counsel within such time period, City shall have the right to retain defense counsel on its own behalf, and Contractor shall be liable for all costs incurred by City. City shall also have the right, at its option, to be represented by advisory counsel of its own selection and at its own expense, without waiving the foregoing.

11.4 Employee Litigation – In any and all claims against any party indemnified hereunder by any employee of Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation herein provided shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Contractor or any subcontractor under worker's compensation or other employee benefit acts.

## **XII. ASSIGNMENT AND SUBCONTRACTING**

12.1 Any work or services approved for subcontracting hereunder shall be subcontracted only by written contract and, unless specific waiver is granted in writing by the City, shall be subject by its terms to each and every provision of this Agreement. Compliance by subcontractors with this Agreement shall be the responsibility of Contractor. City shall in no event be obligated to any third party, including any subcontractor of Contractor, for performance of services or payment of fees. Any references in this Agreement to an assignee, transferee, or subcontractor, indicate only such an entity as has been approved by the City Council.

12.2 Contractor may not sell, assign, pledge, transfer or convey any interest in this Agreement, nor delegate the performance of any duties hereunder, by transfer, by subcontracting or any other means, without the consent of the City Council, as evidenced by passage of an ordinance. As a condition of such consent, if such consent is granted, Contractor shall remain liable for completion of the services outlined in this Agreement in the event of default by the successor Contractor, assignee, transferee or subcontractor.

12.3 Any attempt to transfer, pledge or otherwise assign this Agreement without said written approval, shall be void ab initio and shall confer no rights upon any third person. Should Contractor assign, transfer, convey, delegate, or otherwise dispose of any part of all or any part of its right, title or interest in this Agreement, City may, at its option, cancel this Agreement and all rights, titles and interest of Contractor shall thereupon cease and terminate, in accordance with Article VII. Termination, notwithstanding any other remedy available to City under this Agreement. The violation of this provision by Contractor shall in no event release Contractor from any obligation under the terms of this Agreement, nor shall it relieve or release Contractor from the payment of any damages to City, which City sustains as a result of such violation.

## **XIII. INDEPENDENT CONTRACTOR**

Contractor covenants and agrees that he or she is an independent contractor and not an officer, agent, servant or employee of City; that Contractor shall have exclusive control of and exclusive right to control the details of the work performed hereunder and all persons performing same, and shall be responsible for the acts and omissions of its officers, agents, employees, contractors, subcontractors and contractors; that the doctrine of "respondeat superior" shall not apply as between City and Contractor, its officers, agents, employees, contractors, subcontractors and contractors, and nothing herein shall be construed as creating the relationship of employer-employee, principal-agent, partners or joint venturers between City and Contractor. The parties hereto understand and agree that the City shall not be liable for any claims which may be asserted by any third party occurring in connection with the services to be performed by the Contractor under this Agreement and that the Contractor has no authority to bind the City.

## **XIV. AIRPORT SECURITY**

14.1 To the extent Contractor will be responsible for work which necessitates entrance to the Air Operations Area or other secure area of the Airport, this Agreement is expressly subject to the airport security requirements of Title 49 of the United States Code, Chapter 449, as amended ("Airport Security Act"), the provisions of which govern airport security and are incorporated by reference, including without

limitation the rules and regulations promulgated under it. Contractor is subject to, and further must conduct with respect to its Subcontractors and the respective employees of each, such employment investigations, including criminal history record checks, as the Aviation Director, the TSA or the FAA may deem necessary. Further, in the event of any threat to civil aviation, Contractor must promptly report any information in accordance with those regulations promulgated by the FAA, the TSA and the City. Contractor must, notwithstanding anything contained in this Agreement to the contrary, at no additional cost to the City, perform under this Agreement in compliance with those guidelines developed by the City, the TSA and the FAA with the objective of maximum security enhancement.

142 Contractor must comply with, and require compliance by its Subcontractors, with all present and future laws, rules, regulations, or ordinances promulgated by the City, the TSA or the FAA, or other governmental agencies to protect the security and integrity of the Airport, and to protect against access by unauthorized persons. Subject to the approval of the TSA, the FAA and the Aviation Director, Contractor must adopt procedures to control and limit access to the Airport Premises utilized by Contractor and its Subcontractors in accordance with all present and future City, TSA and FAA laws, rules, regulations, and ordinances. At all times during the Term, Contractor must have in place and in operation a security program for the Airport Premises utilized by Contractor that complies with all applicable laws and regulations. All employees of Contractor that require regular access to sterile or secure areas of the Airports must be badged in accordance with City and TSA rules and regulations.

143 Gates and doors located in and around the Airport Premises utilized by Contractor that permit entry into sterile or secured areas at the Airports, if any, must be kept locked by Contractor at all times when not in use, or under Contractor's constant security surveillance. Gate or door malfunctions must be reported to the Aviation Director or the Aviation Director's designee without delay and must be kept under constant surveillance by Contractor until the malfunction is remedied.

144 In connection with the implementation of its security program, Contractor may receive, gain access to or otherwise obtain certain knowledge and information related to the City's overall Airport security program. Contractor acknowledges that all such knowledge and information is of a highly confidential nature. Contractor covenants that no person will be permitted to gain access to such knowledge and information, unless the person has been approved by the City or the Aviation Director in advance in writing. Contractor further must indemnify, hold harmless and defend the City and other users of the Airport from and against any and all claims, reasonable costs, reasonable expenses, damages and liabilities, including all reasonable attorney's fees and costs, resulting directly or indirectly from the breach of Licensee's covenants and agreements as set forth in this section.

## **XV. CONFLICT OF INTEREST**

The Charter of the City of San Antonio and the City of San Antonio Code of Ethics prohibit a City officer or employee, as those terms are defined in Section 2-52 of the Code of Ethics, from having a direct or indirect financial interest in any contract with the City. An officer or employee has a "prohibited financial interest" in a contract with the City or in the sale to the City of land, materials, supplies or service, if any of the following individual(s) or entities is a party to the contract or sale:

- a City officer or employee; his or her spouse, sibling, parent, child or other family member within the first degree of consanguinity or affinity;

- an entity in which the officer or employee, or his or her parent, child or spouse directly or indirectly owns (i) 10 percent or more of the voting stock or shares of the entity, or (ii) 10 percent or more of the fair market value of the entity; or
- an entity in which any individual or entity listed above is (i) a subcontractor on a City contract, (ii) a partner or (iii) a parent or subsidiary entity.

## **XVI. AMENDMENTS**

Any alterations, additions, or deletions to the terms of this Agreement shall be effected by amendment, in writing, executed by City and Contractor. The Director may execute administrative amendments on behalf of the City.

## **XVII. SEVERABILITY**

If any clause or provision of this Agreement is held invalid, illegal or unenforceable under present or future federal, state or local laws, including but not limited to the City Charter, City Code, or ordinances of the City of San Antonio, Texas, then and in that event it is the intention of the parties hereto that such invalidity, illegality or unenforceability shall not affect any other clause or provision hereof and that the remainder of this Agreement shall be construed as if such invalid, illegal or unenforceable clause or provision was never contained herein; it is also the intention of the parties hereto that in lieu of each clause or provision of this Agreement that is invalid, illegal, or unenforceable, there be added as a part of the Agreement a clause or provision as similar in terms to such invalid, illegal or unenforceable clause or provision as may be possible, legal, valid and enforceable.

## **XVIII. LICENSES/CERTIFICATIONS**

Contractor warrants and certifies that Contractor and any other person designated to provide services hereunder has the requisite training, license and/or certification to provide said services, and meets all competence standards promulgated by all other authoritative bodies, as applicable to the services provided herein.

## **XIX. COMPLIANCE**

Contractor shall provide and perform all services required under this Agreement in compliance with all applicable federal, state and local laws, rules and regulations.

## **XX. NONWAIVER OF PERFORMANCE**

Unless otherwise specifically provided for in this Agreement, a waiver by either Party of a breach of any of the terms, conditions, covenants or guarantees of this Agreement shall not be construed or held to be a waiver of any succeeding or preceding breach of the same or any other term, condition, covenant or guarantee herein contained. Further, any failure of either Party to insist in any one or more cases upon the

strict performance of any of the covenants of this Agreement, or to exercise any option herein contained, shall in no event be construed as a waiver or relinquishment for the future of such covenant or option. In fact, no waiver, change, modification or discharge by either party hereto of any provision of this Agreement shall be deemed to have been made or shall be effective unless expressed in writing and signed by the party to be charged. In case of City, such changes must be approved by the City Council, as described in Article XVI. Amendments. No act or omission by a Party shall in any manner impair or prejudice any right, power, privilege, or remedy available to that Party hereunder or by law or in equity, such rights, powers, privileges, or remedies to be always specifically preserved hereby.

## **XXI. LAW APPLICABLE & LEGAL FEES**

**21.1 THIS AGREEMENT SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS AND ALL OBLIGATIONS OF THE PARTIES CREATED HEREUNDER ARE PERFORMABLE IN BEXAR COUNTY, TEXAS.**

21.2 Any legal action or proceeding brought or maintained, directly or indirectly, as a result of this Agreement shall be heard and determined in the City of San Antonio, Bexar County, Texas.

21.3 The Parties hereto expressly agree that, in the event of litigation, each party hereby waives its right to payment of attorneys' fees.

21.4 Contractor agrees to abide by all relevant Federal Statutes, including, but not limited to, those shown in **Attachment 3—Required Federal Contract Provisions**.

## **XXII. LEGAL AUTHORITY**

The signer of this Agreement for Contractor represents, warrants, assures and guarantees that he has full legal authority to execute this Agreement on behalf of Contractor and to bind Contractor to all of the terms, conditions, provisions and obligations herein contained.

## **XXIII. PARTIES BOUND**

This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, and successors and assigns, except as otherwise expressly provided for herein.

## **XXIV. CAPTIONS**

The captions contained in this Agreement are for convenience of reference only, and in no way limit or enlarge the terms and/or conditions of this Agreement.

## **XXV. INCORPORATION OF ATTACHMENTS**

Each of the attachments listed below is an essential part of the Agreement, which governs the rights and duties of the parties.

## **XXVI. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS**

26.1 By execution of this Agreement, the undersigned authorized representative of Contractor certifies, and the City relies thereon, that neither Contractor, nor its Principals are presently debarred, suspended, proposed for debarment, or declared ineligible, or voluntarily excluded for the award of contracts by any Federal governmental agency or department. "Principals", for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

26.2 Contractor shall provide immediate written notice to City, in accordance the notice provisions of this Agreement, if, at any time during the term of this Agreement, including any renewals hereof, Contractor learns that this certification was erroneous when made or has become erroneous by reason of changed circumstances.

26.3 Contractor's certification is a material representation of fact upon which the City has relied in entering into this Agreement. Should City determine, at any time during this Agreement, including any renewals hereof, that this certification is false, or should it become false due to changed circumstances, the City may terminate this Agreement in accordance the terms of this Agreement.

## **XXVII. PROHIBITION ON CONTRACTS WITH COMPANIES BOYCOTTING ISRAEL**

27.1 Texas Government Code §2270.002 provides that a governmental entity may not enter into a contract with a company for goods or services, unless the contract contains a written verification from the company that it:

- (1) does not boycott Israel; and
- (2) will not boycott Israel during the term of the contract.

27.2 "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

27.3 "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exists to make a profit.



274 By submitting an offer to or executing contract documents with the City of San Antonio, Company hereby verifies that it does not boycott Israel, and will not boycott Israel during the term of the contract. City's hereby relies on Company's verification. If found to be false, City may terminate the contract for material breach.

## XXVIII. AUDIT

28.1 **RIGHT TO EXAMINE BOOKS.** Notwithstanding the acceptance by the City of payments or installments thereof, the City shall have the right to audit all fee collections and other charges due hereunder. Contractor shall provide electronically to the Director within thirty (30) days following the City's written request for the same at the Director's office in the Airport for the purpose of examination, extracting and/or copying all books, source documents, accounts, records and sales tax reports filed with applicable government agencies of Contractor and any subcontractors, licensees and/or assignees, if any, in order to verify the amount of Receipts in and from the Premises and the amount of all fees collected.

28.2 **AUDIT.** The City may at any time upon thirty (30) days' prior written notice to Contractor, cause a complete audit to be made by an auditor or accountant selected by the City, or an internal City auditor or City compliance personnel, of the entire records and operations of Contractor and/or any subcontractors, licensees and/or assignees, if any, relating to the Premises for the period covered by any statement issued or required to be issued by Contractor. Contractor shall make available to the City's auditor at its office in the Airport within thirty (30) days following the City's written notice requiring such audit, all of the books, source documents, accounts, records and sales tax reports of Contractor which such auditor deems necessary or desirable for the purpose of making such audit. If the audit is conducted after the expiration of this Agreement, Contractor shall make the records available at the address indicated by City. If such audit discloses that Contractor's collection payments as previously reported for the period audited were understated, Contractor shall immediately pay to the City the additional amounts due for the period audited together with interest at the interest rate from the date(s) such amount was originally due. Further, if such understatement was in excess of one percent (1%) of Contractor's actual collection payments as disclosed by such audit, Contractor shall immediately pay to the City or to the City's designee the reasonable and actual cost of such audit, within 30 days of an invoice therefor. If such understatement was in excess of five percent (5%) of Contractor's collection payments as disclosed by such audit due to Contractor's intentional, willful or fraudulent act or omission, the City may declare this Agreement terminated and the Term ended, in which event this Agreement shall cease and terminate on the date specified in such notice with the same force and effect as though the date set forth in such notice were the date set forth in this Agreement for expiration of the Term, and Contractor cease provision of services on or before such date in the condition required by this Agreement for surrender upon the expiration of the Term.

If Contractor is not able to provide records as required under this Article, City reserves the right to review records/conduct an audit at Contractor's office within the continental United State of America, at Contractor's full expense. City shall be entitled and Contractor shall advance all expenses associated with conducting the audit not to exceed \$10,000.

28.3 (a) **Independent Audit.** Contractor shall within 90 days after the expiration of each Contract Year and after termination of this Agreement, deliver to the City a written audit by an independent certified public accountant (“CPA”):

By December 31 of each year of the Term, the Contractor shall deliver to the City an annual certified statement (“Annual Certified Statement”) as to the preceding calendar year containing a compilation of all invoiced activity and all collected revenue and any other information requested by the City, signed by a person authorized to sign for the Contractor and certified by a financial officer of the Contractor or the Resident Manager and an independent certified public accountant acceptable to the City and stating (a) that such statements have been prepared in accordance with the terms of this Agreement and (b) that to the best knowledge and belief of the individual providing such certification, the schedules are true, accurate and complete. In addition, the certification of the independent certified public accountant shall state that the calculation of the payments due the City and the payments made to the Contractor have been prepared in accordance with GAAP. The Contractor shall submit the Annual Certified Statement for the last year or portion thereof during the Term within ninety (90) days after termination of this Agreement. The City has the right and the Contractor agrees to give the City the right to access all reports and work papers of the certified public accountant in preparing said certification. A late fee of \$100.00 shall be assessed if the annual certified statement is not received by the ninetieth (90<sup>th</sup>) day following the end of the calendar year or termination of the agreement.

(b) **Annual Statement.** With the independent audit, Contractor shall deliver to City a written statement, on a form reasonably satisfactory to the Director, signed by an officer of Contractor (“Annual Statement”). Contractor shall certify in its Annual Statement that

- i. the independent audit has been prepared in accordance with the terms of this Agreement and GAAP,
- ii. that all revenues derived from Contractor’s activities hereunder which are required to be included in collection payments have been so included, and

The Annual Statement and the independent audit together shall comprise the annual report “Annual Report”).

Late Fees—A monthly late fee of \$100.00 shall be assessed if the required annual report is not received by the date required herein.

## **XXIX. DATA SECURITY**

29. Contractor will store and process Data in accordance with commercial best practices, including appropriate administrative, physical, and technical safeguards, to secure such data from unauthorized access, disclosure, alteration, and use. Such measures will be no less protective than those used to secure Contractor’s own data of a similar type, and in no event less than reasonable in view of the type and nature of the data involved. Without limiting the foregoing, Contractor warrants that it will use industry-standard and up-to-date security tools and technologies such as anti-virus protections and intrusion detection methods in providing Services under this Agreement.

## **XXX. ENTIRE AGREEMENT**

This Agreement, together with its authorizing ordinance and its attachments, if any, constitute the final and entire agreement between the parties hereto and contain all of the terms and conditions agreed upon. No other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind the parties hereto, unless same be in writing, dated subsequent to the date hereto, and duly executed by the parties, in accordance with Article XVI. Amendments.

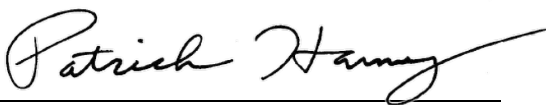
*Signature Page to Follow.*

EXECUTED ON THIS, THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2024.

CITY OF SAN ANTONIO, TEXAS

VECTOR AIRPORT SYSTEMS

By: \_\_\_\_\_  
Erik J. Walsh  
City Manager

By:  \_\_\_\_\_

Director of Finance & Administration, Authorized Signer  
Title

Federal Tax ID#: 45-5407116 \_\_\_\_\_

APPROVED AS TO FORM:

By: \_\_\_\_\_  
City Attorney

## ATTACHMENT 1

### SCOPE OF SERVICES

Contractor shall perform the following services:

- Provide the PLANEPASS® billing & collection service to manage the fees for GA landings and GA FIS processing fees as established in Chapter 3 of the municipal code.
- Utilize PLANEPASS® service to provide billing services once an aircraft is identified. The Vantage Aircraft ID System identifies billable operations, as defined by the City, and tracks exempt aircraft, billable weights, and operations types (e.g., arrivals and departures).
- Coordinate with City staff to ensure that invoices generated on behalf of the City are consistent with the City's existing billing rate and policies. Provide electronic access to Contractor's Payment Portal in order to allow aircraft operators to view and pay electronic invoices. All other invoices will be printed, sorted and mailed to customers by Contractor.
- Provide customer service center access (live via phone and email) to all aircraft operator accounts to address and resolve questions regarding fees, invoices, payments and other customer service items that arise from issued invoices.
- Provide secure web-based payment portal where aircraft operators can login to their account(s) to check billing status, print and review bills, and submit payment online.
- Maintain PLANEPASS® automated billing services including: billing, customer support, collection of fees, and reporting.  
available to download into commercial off-the-shelf software program (Excel).
- Provide collection system that automatically credits accounts for payments received, calculates operator balances, and tracks accounts receivable balances.
- Process payments through a secure bank lockbox with proper and auditable cash controls. At the close of the month, provide a Collection Report for approval and electronically transfer collected funds to the CLIENT in accordance with the CONTRACTOR service fee agreement outlined in the pricing section herein.
- Provide ongoing City and user support.

As pertaining to the services provided by Contractor, City shall use best efforts to:

- **Airport Policy:** City shall be responsible for setting policy as it pertains to aircraft fee billing, including but not limited to fee structures and rates, types of aircraft activities deemed billable, and other matters that may involve Contractor's Work in the performance of this Agreement. Contractor accepts no responsibility and expresses no opinion as to the legality of aircraft fee billing policies instituted by the City. The City is responsible for communicating these policies to the appropriate stakeholders including the aviation community.
- **Fee Changes:** All fee changes, including but not limited to rates and billing rules, must be communicated in writing via email to [datainput@vector-us.com](mailto:datainput@vector-us.com) at least sixty (60) calendar days prior to implementation date.

- **Exemption List:** City will provide Contractor with a list of aircraft designated as exempt (the “exemption list”) from the fee types managed by Contractor. City will provide updates to the exemption list on a monthly basis via email to [datainput@vector-us.com](mailto:datainput@vector-us.com). City shall not bill “exempt” aircraft included on the exemption list for fee types managed by Contractor. “Exempt” is understood to mean not billed by any party.
- **Payments Received by City:** City shall not accept payments for fees invoiced by Contractor. To ensure proper accounting, if City receives a payment on-site or electronically for an invoice generated by Contractor, City will either refund payments directly to payors or remit the funds to Contractor.
- **Fee Types Managed by Contractor:** The specific aircraft operating fee types placed under Contractor’s management via this Agreement served as an inducement for Contractor to enter into this Agreement and were integral in determining Contractor’s fee for professional services. If during the Term or any Option Year City wishes to remove a fee type from Contractor’s management, City shall request Contractor provide an opinion as to whether the removal materially alters the Scope of Work of this Agreement. If in the judgement of Contractor, the requested change does constitute a material alteration in Scope, the parties shall engage in good-faith negotiations regarding an amendment to Contractor’s service fee. If the parties are unable to produce a mutually acceptable amendment, Contractor reserves the right to terminate this Agreement for convenience by providing 90 days’ notice.
- **Authority to Bill & Collect Documentation:** City shall provide to Contractor within thirty (30) calendar days of agreement execution an “Authority to Bill & Collect” letter on behalf of the City on City letterhead. City will also provide the “Authorization to Bill & Collect” letter on the webpage where fee information is displayed for public view.
- **Airport Portal Access:** City shall contact Contractor directly via phone or email for additions and removals of access to the PLANEPASS Airport Portal. Contractor will act on request within 24hrs of request.

**Customs Camera:** Receive real-time alerting of system outages from Customs Cameras system. Notify City of outages within 24 hours of receiving alerts. Remedy systems outages and malfunctions, up to including replacement of physical components, within seven (7) days.

**ATTACHMENT 2**  
**MONTHLY COLLECTIONS REPORT**



Account Label	Account ID	Deposit Date	Transaction Category	Transaction Method	Payor/ Payee Name	Check/ Trans Num	PaymentMaster_ID	Total Payment Amount	Allocation ID	Allocation Amount	Invoice ID	Invoice Airport	Billing Period Start	Billing Period End	Days to Pay	Operator ID	Landing Alloc	Other Charges
CREDITS																		
Lockbox		1/5/2023	Payment	CC	Payor Name		456324	\$ 30.00	568800	\$ 30.00	533234	AirportName	9/1/2022	9/30/2022	90	61599	\$	\$ 30.00
Lockbox		1/9/2023	Payment	CC	Payor Name		457031	\$ 30.00	569636	\$ 30.00	553950	AirportName	12/1/2022	12/31/2022	4	44383	\$	\$ 30.00
Lockbox		1/13/2023	Payment	CC	Payor Name		458002	\$ 60.00	570766	\$ 60.00	548837	AirportName	11/1/2022	11/30/2022	37	29823	\$	\$ 60.00
Lockbox		1/23/2023	Payment	CC	Payor Name		459818	\$ 15.00	572883	\$ 15.00	553945	AirportName	12/1/2022	12/31/2022	18	119386	\$	\$ 15.00
Lockbox		1/27/2023	Payment	CC	Payor Name		460325	\$ 15.00	573847	\$ 15.00	548827	AirportName	11/1/2022	11/30/2022	51	114381	\$	\$ 15.00
Lockbox		1/31/2023	Payment	CC	Payor Name		460755	\$ 100.00	574394	\$ 100.00	553937	AirportName	12/1/2022	12/31/2022	26	52557	\$ 100.00	
Lockbox		1/4/2023	Payment	CK	Payor Name	1006	456202	\$ 417.20	568649	\$ 200.00	548824	AirportName	11/1/2022	11/30/2022	28	97794	\$ 200.00	
Lockbox		1/23/2023	Payment	AC	Payor Name	IA004364245842	459767	\$ 125.05	572812	\$ 100.00	548826	AirportName	11/1/2022	11/30/2022	47	96204	\$ 100.00	

A. Total Credits this airport (AirportName) \$ 550.00

A. Total Credits- this airport (AirportName) \$ 400.00 \$ 150.00

DEBITShat impacted payment credits

B. Total Debits- this airport (AirportName) \$

B. Total Debits- this airport (Airport Name)

Disbursement Calculation			
A. Total Credits (from above)	\$	550.00	
Minus B. : Debits(this airport)	\$	-	
Net Operator Paymentsfor calculating Vector Commission	\$	550.00	
Vector Commission%	25%		
Vector Commission Due			
Disbursement to Airport (AirportName) Due	\$	412.50	

Disbursement Calculation by revenue type				Landing Alloc	Other Charges
A. Total Credits (from above)	\$	400.00	\$	150.00	
Minus B. Total Debits (from above)	\$	-	\$	-	
Net Operator Prmnts for calculating Vector Commiss	\$	400.00	\$	150.00	
Vector Commission%	25%		25%		
Vector Commission Due	\$	100.00			
Disbursement to Airport (AirportName) Due	\$	300.00	\$	112.50	

About this report:  
This report is the product of Vector's internal PlanePass Billing & Collection system.  
It is produced monthly and shows the detailed activities resulting from Vector's collection efforts on behalf of your airport.  
Most of these transactions (Credits) are incoming payments while the Debits represent returned checks, refunds, and other corrective actions that impact payments.

## ATTACHMENT 3

### REQUIRED FEDERAL CONTRACT PROVISIONS

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

#### 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:

**Compliance with Regulations:** The contractor (hereinafter includes contractors) 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.

**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.

**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.

**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.

**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.

**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.

**ATTACHMENT 4**

**VECTOR CAMERA SECURITY**

## 1 Document Revision History

Version	Date	Author	Description
1	8/1/2024	Joel Kimble	Initial document

## 2 Executive Summary

Vector Airport Systems will be billing Customs Fees for San Antonio International Airport (KSAT). To do this, Vector needs to install a Vector PLANEPASS Customs Capture System. This system consists of two security cameras, and provide power and communications to them, on the FBO building adjacent to the Customs building in order to monitor the two (2) customs parking spots

## 3 System Identification

<b>Information System Owner</b> – the system owner of functional proponent/advocate for this system	
Name	
Title	
Department	
Phone Number	
Email	

<b>Information System Management</b>	
Name	Cat Rogers
Title	Systems Department Lead
Department	Systems
Company	Vector Airport Systems
Phone Number	703-817-7777
Email	<a href="mailto:systems@vector-us.com">systems@vector-us.com</a> OR <a href="mailto:cat.rogers@vector-us.com">cat.rogers@vector-us.com</a>

## 4 System Operational Status

### Under Development

Vector Airport Systems is contracting with the City of San Antonio and San Antonio International Airport to install the KSAT Customs Capture System and integrate it into the Vector PLANEPASS billing solution.



The system must be installed to allow time to tune camera configurations and review incoming data for October 1, 2024 start date.

## 5 General System Description

Vector will install two security cameras on the Skyplace FBO building adjacent to the Customs building and provide power and communications to them to monitor the two (2) customs parking spots (see Figures 1 & 2).



*Figure 1 - Customs Parking Spots that need to be monitored*



*Figure 2 - Location and Point of View for camera*

Fedora Intertech will perform hardware installation, including mounting cameras, running power to the cameras and server, and running any needed communication cable for the internet connection. A Vector technician will oversee this work and aim the cameras.

## System Environment

All equipment will be installed at 1770 Skyplace Blvd. in the Skyplace FBO building.

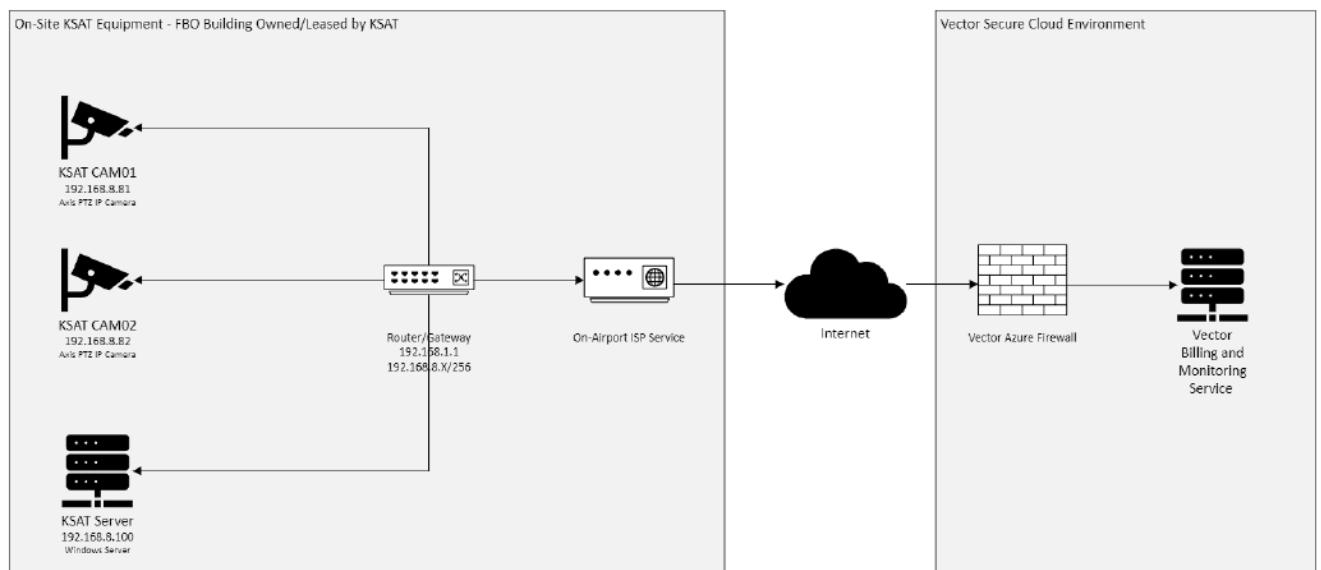
## Equipment

Equipment Type	Make/Model	Quantity
PTZ Camera	AXIS P5665-E	x2
Server	Lenovo ThinkCentre M70q	x1
Edge Router	Ubiquiti EdgeRouter X (ER-X)	x1

## Network Diagram

VECTOR PLANEPASS BILLING SOLUTION

### KSAT CUSTOMS CAMERAS



## Server Setup

The KSAT Server serves two purposes: as a local staging device for storing captured customs facility videos and as a management and monitoring agent for camera systems.

The server runs Windows 11 Professional with IIS enabled for FTP transfer from the PTZ cameras. The server runs BitDefender GravityZone for anti-malware monitoring, SQL Server Express 2022 for storing caching monitoring data, LogMeIn Remote Desktop for remote maintenance, and 2 custom Vector Microsoft .NET 4.8 software components, Vector Device Monitor and Vector Image Transfer.

The equipment is not used directly by any airport or city users except to troubleshoot capture issues and security/software updates.

Vector Systems Department support engineers monitors the equipment and leads all troubleshooting efforts.

### **Server Software List**

- Commercial
  - IIS 10.0
  - BitDefender Endpoint Security Tools for Windows version 7.9
  - SQL Server Express 2022
  - LogMeIn Remote Desktop 4.1
  - Chrome Web Browser (latest)
  - Microsoft .NET Runtime
- Custom
  - Vector Device Monitor service
  - Vector Image Transfer service

The on-site server is configured as a local NTP server to synchronize the security camera clocks and retrieves its time from either NIST or Windows time servers.

### **Maintenance**

Vector's Systems Department support engineers monitor any alerts from the system including equipment errors. In the unlikely event of a hardware failure or issue, Vector will manage the triage and repair of the equipment.

Vector subscribes to security bulletins for all devices and installs all available patches and updates quarterly for all commercial software. Vector maintains regular software builds and security scans on all custom software, and manage the installation of new versions as they are released.

### **Security**

Login to the on-site server is protected by secure password, and the drive is encrypted using Windows BitLocker. Access to the server can only be granted by Vector Systems Department support engineers and all access is recorded and logged either via remote desktop tools or through temporary access grants by the support engineers to an on-site agent.

The server is kept either in locked cabinet or a controlled room or both to prevent physical access.

## **6 System Interconnections/Information Sharing**

The Vector PLANEPASS Customs Activity Capture System is narrowly focused on detecting and recording customs visits. The only data transmitted are the low-frame-rate videos of the customs parking locations and the monitoring of that data capture.

Full video data is cached locally on the cameras for 30-60 days, on the server for 7 days, and on Vector's secure Azure cloud system only until video analysis is complete. After analysis, the videos are deleted, and only a representative frame from the video is retained.

The only other data captured by the system is the equipment's status, which is checked periodically (usually every 5 minutes) by the automated monitoring system to ensure the system is online and functioning as expected. The monitoring's configuration can only be performed by limited Vector Systems Department equipment administrators and the only metadata recorded are Vector internal device identifiers and the device status and status messages. All monitoring data is transmitted via HTTPS.

*Table 1 - System Interconnections*

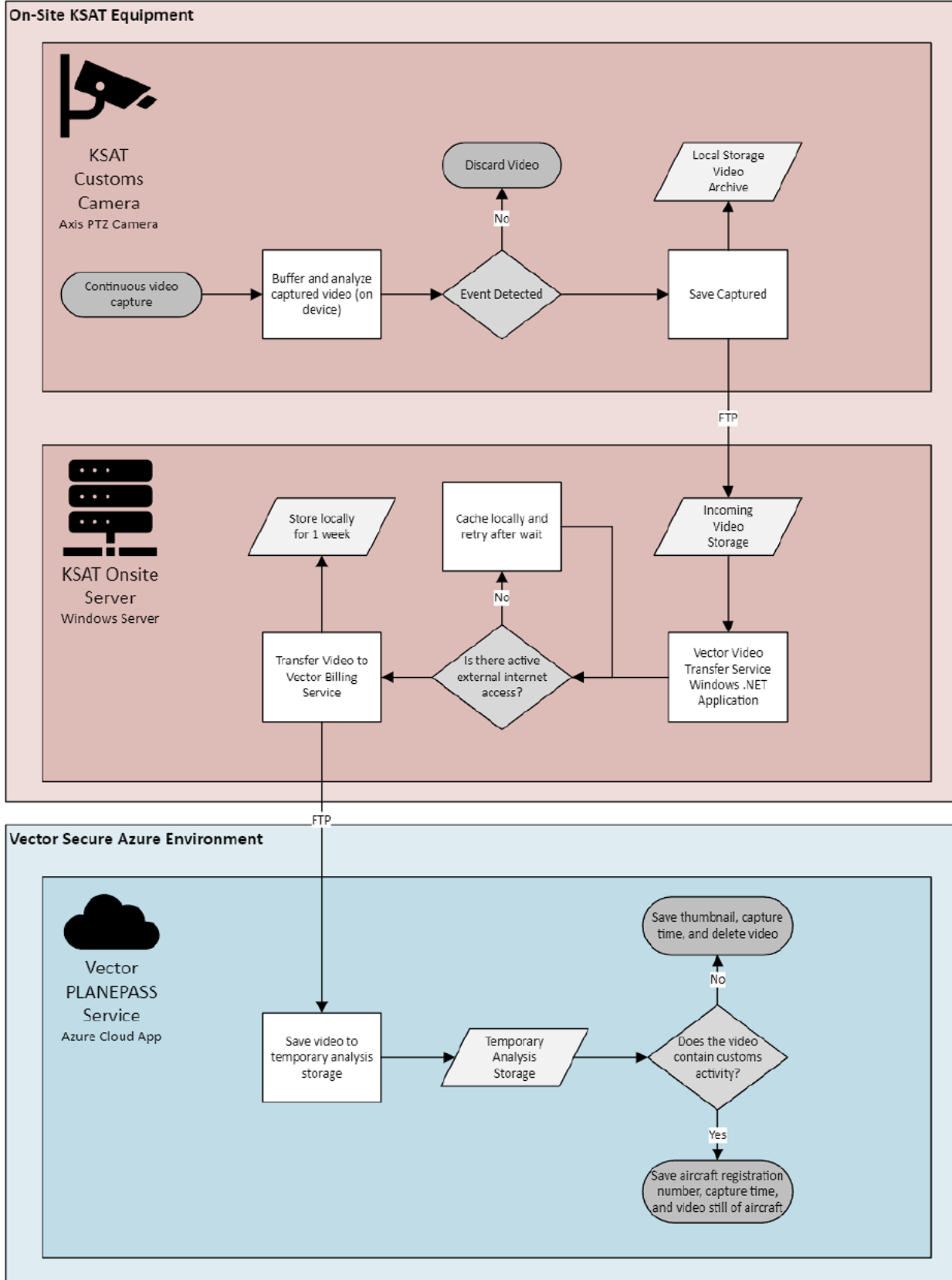
<b>IP Address and Interface</b>	<b>External Address of System</b>	<b>Connection Security (IPSec VPN, SSL, Certificates, Secure File Transfer, etc.)</b>	<b>Data Direction (incoming, outgoing, or both)</b>	<b>Information Being Transmitted</b>	<b>Port Numbers</b>
192.168.8.100	52.251.62.166	FTP-S	Outgoing	Customs Parking Videos	23, 5000-5050
192.168.8.100	52.251.62.166	HTTPS	Incoming and outgoing	Data monitoring configuration and status	443
192.168.8.100	*.logmein.com	HTTPS	Incoming and outgoing	Remote desktop	443
192.168.8.100	*.gravityzone. bitdefender.com	HTTPS	Incoming and outgoing	Antivirus/Malware Updates and Detections	443
192.168.8.100	time.windows.com	NTP	Incoming	Time	123



## Camera Data Flow

VECTOR PLANEPASS BILLING SOLUTION

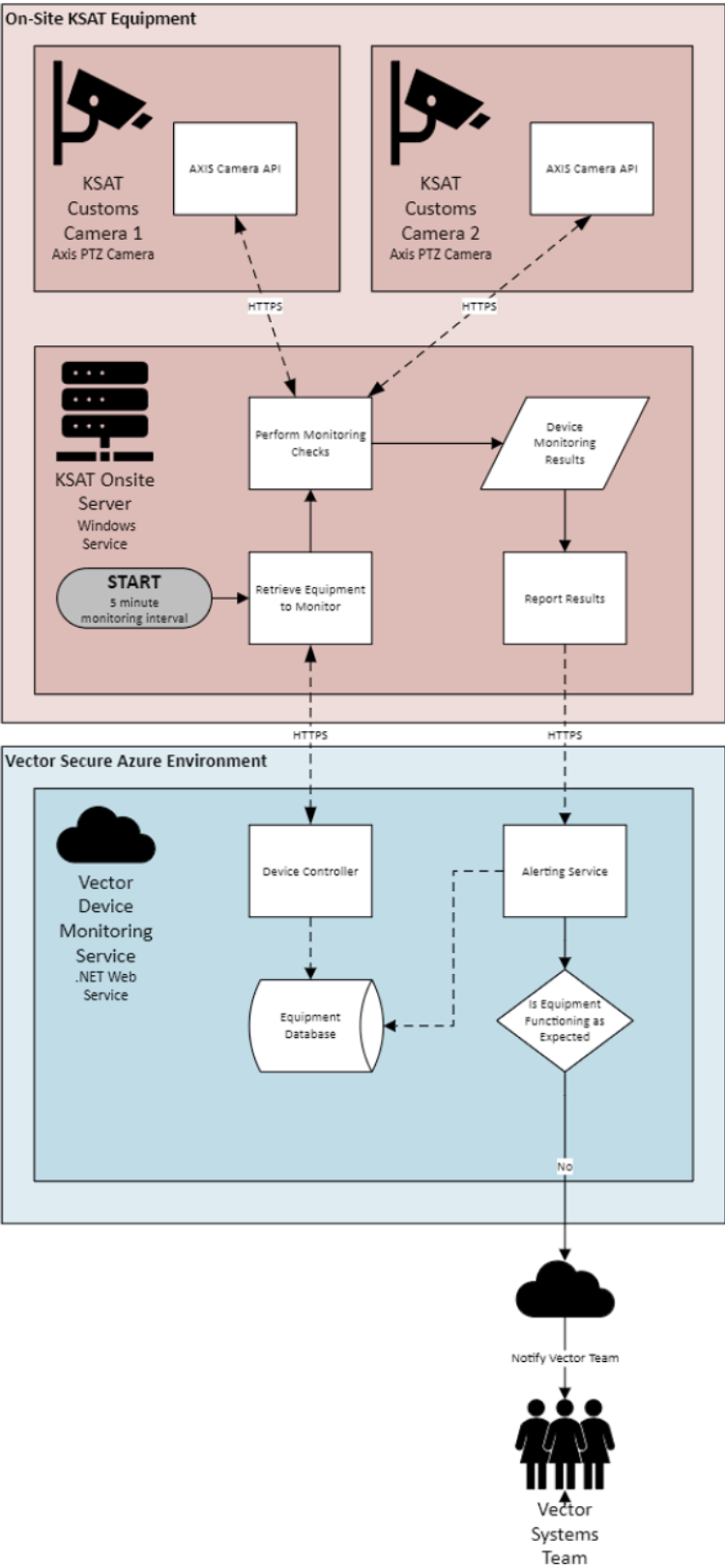
# KSAT CUSTOMS CAMERA DATA FLOW



# Monitoring Data Flow

VECTOR PLANEPASS BILLING SOLUTION

## KSAT EQUIPMENT MONITORING





## Ports, Protocols, and Services

These are the ports protocols and services running on this system.

*Table 2 - Ports, Protocols and Services*

<b>Ports (TCP/UDP)</b>	<b>Protocol(s)</b>	<b>Services</b>	<b>Purpose</b>	<b>Used By</b>
23	FTP-S	FTP	Video transmission	Axis PTZ Cameras
443	HTTPS	Device Monitor	Check/report camera and server status	KSAT Server
443	HTTPS	LogMeIn	Remote troubleshooting	KSAT Server

## ATTACHMENT 5

### VECTOR PLANEPASS AZURE DISASTER RECOVERY PLAN

#### 1 Document Revision History

Version	Date	Author	Description
1.0	8/1/2023	Joel Kimble	Initial document
1.1	1/12/2024	William Ziebell	Revision

#### 2 Executive Summary

Vector Airport Systems provides our PLANEPASS billing and collections service to Airports for aircraft fee billings and collections. This is a completely outsourced service that requires no action by the airport staff. This service is used by Vector internally to track aircraft, determine operations, apply fee rules and process payments. Externally, the Airport Portal is provided through the web for reporting purposes so that airport personnel have access to view these operations and payments.

#### 3 System Identification

Information System Owner – the system owner of functional proponent/advocate for this system	
Name	Joel Kimble
Title	Director Technology
Department	Technology
Phone Number	312-363-8354
Email	Joel@vector-us.com

## 4 Azure Environment

The PLANEPASS application is a resilient multitier application built for high availability and disaster recovery. The application runs on Microsoft's Windows Server and utilizes IIS and SQL Server in Microsoft's AZURE cloud. It consists of three layers:

- The Web tier includes the user interface and public APIs. This layer parses user interactions and API requests passing them to the API tier for processing.
- The API tier processes the user interactions and API requests making logical decisions about the next steps. This layer connects the web tier and the data tier.
- The Data tier stores and processes the application data into a SQL Server database.

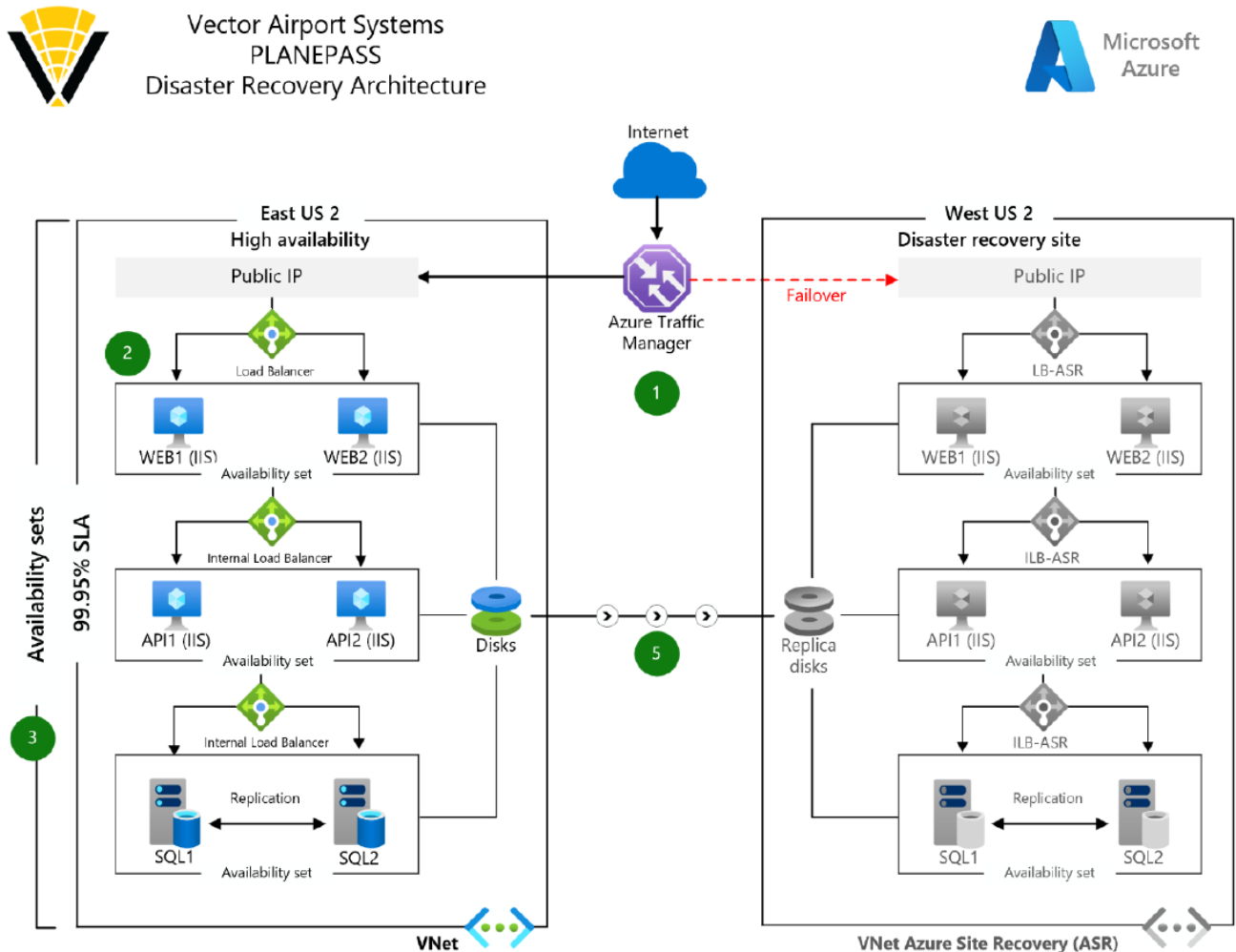
Vector's PLANEPASS architecture utilizes Azure infrastructure components that combine to form a proven solution that delivers a 99.95% SLA for high availability and disaster recovery for mission critical applications.

These Azure components include:

- Availability sets that ensure that Vector's VMs deploy on Azure are distributed across multiple isolated hardware nodes in a cluster. If a hardware or software failure occurs within Azure, only a subset of Vector's VMs are affected, and the entire PLANEPASS application remains available and operational.
- Availability zones protect the PLANEPASS application and data from datacenter failures. Availability zones are separate physical locations within an Azure region. Each zone consists of one or more datacenters equipped with independent power, cooling, and networking.
- Azure Site Recovery allows Vector to replicate VMs to another Azure region for business continuity and disaster recovery needs. Vector conducts periodic disaster recovery drills to ensure PLANEPASS meets compliance requirements. The PLANEPASS VM will be replicated with the specified settings to the selected region so that Vector can recover PLANEPASS in the event of outages in the source region.
- Azure Traffic Manager is a DNS-based traffic load balancer that distributes traffic optimally to services across global Azure regions while providing high availability and responsiveness.
- Azure Load Balancer distributes inbound traffic according to defined rules and health probes. A load balancer provides low latency and high throughput, scaling up to millions of flows for all TCP and UDP applications. A public load balancer is used in this scenario to distribute incoming client traffic to the web tier. An internal load balancer is used in

this scenario to distribute traffic from the business tier to the back-end SQL Server cluster.

The Disaster Recovery architecture figure below illustrates the PLANEPASS application layers and the key Azure components that provide Vector's business continuity and disaster recovery plan.



The PLANEPASS architecture workflow:

- VMs in each tier are distributed across two availability zones in the East US 2 and West US 2 regions.
- The database tier is configured to use Always On availability groups. With this SQL Server configuration, one primary read/write replica within an availability group is configured with up to eight secondary read-only replicas. If an issue occurs with the primary replica, the availability group fails over primary read/write activity to one of the

secondary replicas, allowing the application to remain available. For more information, see [Overview of Always On availability groups for SQL Server](#).

- For disaster recovery SQL Server Always On is configured for asynchronous native replication to the Westy US 2 region. For more information, see [Failover Clustering and Always On Availability Groups \(SQL Server\)](#).
- Users access the PLANEPASS front-end ASP.NET web tier via the traffic manager endpoint.
- The traffic manager redirects traffic to the primary public IP endpoint in the primary source region.
- The public IP redirects the call to one of the web tier VM instances through a public load balancer. All web tier VM instances are in one subnet.
- From the web tier VM, each call is routed to one of the VM instances in the API tier through an internal load balancer for processing. All API tier VMs are in a separate subnet.
- The operation is processed in the API tier and the ASP.NET application connects to Microsoft SQL Server cluster in a back-end tier via an Azure internal load balancer. These back-end SQL Server instances are in a separate subnet.
- The traffic manager's secondary endpoint is configured as the public IP in the target region used for disaster recovery.
- In the event of a primary region disruption, Vector invokes Azure Site Recovery failover and the application becomes active in the target region.
- The traffic manager endpoint automatically redirects the client traffic to the public IP in the target region.

Vector's PLANEPASS disaster recovery and business continuity planning key guidelines of maximum acceptable time to restore the service after a disruption or Recovery Time Objective (RTO) and the maximum acceptable amount of data loss measured in time or Recovery Point Objective (RPO) are set to 4 hours and 1 hour respectively.