

## **CITY OF CLEVELAND, TX**

### **REQUEST FOR PROPOSALS FOR AIRPORT MANAGER**

Notice is hereby given that the City of Cleveland, Texas will receive sealed proposals from qualified contractors for the position of Airport Manager for the Cleveland Airport. The term of this agreement shall begin on January 1, 2024 and be for three (3) years ending December 31, 2026. The agreement can be extended for two (2) additional one (1) year terms for a total of (5) years.

All sealed proposals must be delivered to the attention of the City Secretary, City of Cleveland City Hall, 907 E. Houston Street, Cleveland, Texas 77327 and must be received by 3:00pm CST., Tuesday, October 10, 2023, at which time proposals will be opened and read aloud. All interested parties are invited to attend.

Proposals are to be clearly labeled "**Airport Manager-Cleveland Airport 2023.**" Any proposal received after the time set for opening will be rejected.

Specifications and proposal packet may be obtained from Cleveland City Hall or from City's website – [www.clevelandtexas.com](http://www.clevelandtexas.com) under Bid Opportunities. If you have any questions regarding this request for proposal, please contact Robert Reynolds with the City of Cleveland Economic Development Corporation at (832) 401-2012 or [rreynolds@clevelandtexas.com](mailto:rreynolds@clevelandtexas.com).

The City of Cleveland reserves the right to waive irregularities in proposals, to reject any and all proposals with or without cause, and to award the contract with the successful proposer that it determines to be in the best interest of the City of Cleveland.

The City of Cleveland does not discriminate on the basis of race, color, national origin, sex, religion, age, or handicap status in employment or provision of service.



City of Cleveland  
907 E. Houston Street  
Cleveland, Texas 77327  
[clevelandtexas.com](http://clevelandtexas.com)

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Request for Proposals  
The City of Cleveland is seeking proposals for the

# Management, Operation, and Maintenance of the Cleveland Municipal Airport

RFP Issued: September 21, 2023

Proposals due by: October 10, 2023



**REQUEST FOR PROPOSAL (RFP)**  
MANAGEMENT, OPERATION, AND MAINTENANCE OF CLEVELAND MUNICIPAL AIRPORT

The City of Cleveland (CITY) invites qualified firms and individuals to submit proposals to perform the services required to manage, operate, and maintain the Cleveland Municipal Airport (AIRPORT). CITY will use weighted criteria in evaluating the proposals and as further detailed elsewhere in this Request for Proposals.

***CITY Resources Available for Respondent***

The CITY will provide facilities for the successful Respondent to operate from as well as the ability to utilize existing CITY resources. The CITY intends to assign one paid CITY staff person to the Airport to be a point of contact between the CITY and the successful Respondent, to manage the contract with the successful respondent, and to address leasing of AIRPORT property and managing grants.

***Proposal***

Proposals shall be concise, containing no more than thirty (30) double-sided pages of material. Please note that a Cover letter, Table of Contents, Resumes and Facility Renderings will not be considered part of the thirty (30) pages.

Proposals should provide sufficient information to fully describe the scope of services to be provided in any proposed contractual arrangement with the CITY. Utilizing the cover letter or the entire proposal will not suffice as a scope of services under the contract. Applicants are expected to provide a detailed description of those tasks which the Airport Manager would conduct as the scope of services. Proposals are to include the Respondent's estimated cost for the provision of services necessary to operate the Airport and proposed terms of an agreement with the CITY, including the contract period required to amortize start-up and mobilization costs and other terms as may be necessary or unique to the proposed Scope of Services. The proposed terms will be utilized in negotiation of a contract between the CITY and the successful Respondent.

This RFP does not commit the CITY to award a contract or contracts, to defray any costs incurred in the preparation of a response to this RFP, or to procure or contract for services. The CITY reserves the right to cancel, in part or in its entirety, this RFP, including but not limited to: selection schedule, submittal date and submittal requirements. If the CITY cancels or revises the RFP, all Respondents of record will be notified in writing by the CITY.

If mail delivery is used, it is advised that the proposal be mailed early enough to ensure arrival by the deadline. Use of the U.S. Postal Service or courier service will be at Respondent's own risk. The CITY will not be liable or responsible for any late delivery of proposals.

The CITY reserves the right to request additional information and/or clarification from any or all Respondents to this RFP. These requests will be made in writing by the CITY.

All submitted Proposals and proposal documents are subject to the provisions of the Texas Open Records Act.

All Proposals and related documents are to become the property of the CITY and may become a public record.

### **SCOPE OF SERVICES**

The CITY desires to obtain comprehensive proposals from Respondents to manage, operate, and maintain the Airport. Utilizing the cover letter or the entire proposal will not suffice as a description of the scope of services, Respondents are expected to provide a detailed description of those tasks which the Airport Manager would conduct as the scope of services.

Each Respondent should include at a minimum the basic services listed below as well as any other additional services that Respondent believes will enhance the management, operation, and maintenance of the Airport, and a description of Respondent's plan to achieve all such services.

### **Term and Amount**

The term of this agreement shall begin on January 1, 2024 and be for three (3) years ending December 31, 2026. The Agreement can be extended for two (2) additional one (1) year terms for a total of five (5) years.

The amount to be paid to the Manager by Sponsor for the duties and responsibilities of the Manager of the Airport listed herein shall be on a monthly basis. This amount shall continue for the first three (3) year term of the agreement. After this, the amount can be adjusted annually based on the Houston Area Consumer Price Index with written mutual consent of all parties until the contract agreement is terminated.

### **Basic Services**

In coordination with the CITY, manage, operate, and maintain the Airport and associated aviation activities and facilities. Although specific services, and the manner in which those services may be provided, will be determined through negotiations, the CITY requests each Respondent respond with services which would typically include, but are not limited to:

- ❖ Operate and maintain the AIRPORT in accordance with and in full compliance with the regulations of the FAA, including 14 C.F.R. Parts 139 (as applicable) and 153, all grant agreements and the 39 grant assurances thereto, FAA Order 5190.6B, directives and orders of the FAA, the State of Texas, and the CITY.
- ❖ Be responsible for safety and security of the AIRPORT. The AIRPORT OPERATOR shall be responsible for hiring, supervising and adequately training employees of the AIRPORT OPERATOR needed to operate the AIRPORT to ensure its safe operation.
- ❖ The agreement between the CITY and the AIRPORT OPERATOR shall be subordinate to the provisions of any existing or future agreement between the CITY and the United States, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development of the AIRPORT. In the event that the CITY reasonably determines that this Agreement or any provision hereof is contrary to the obligations of the CITY to the United States, the CITY shall have the unilateral right to modify or terminate this Agreement to ensure the CITY's compliance with all such agreements with the United States.
- ❖ Operate and maintain the AIRPORT for the safe use and benefit of the public;

- ❖ The AIRPORT OPERATOR shall assist the CITY to manage leased property at the AIRPORT and shall assist the CITY to make available AIRPORT facilities and services (runways, taxiways, ramp, pilot facilities, parking) on fair and reasonable terms and without discrimination. The CITY shall grant all such privileges by lease, permit or other appropriate means upon recommendation of the AIRPORT OPERATOR and the CITY shall not unreasonably withhold approval of leasehold requests or requests to provide aeronautical services. No rights to possession or ownership of AIRPORT property are conveyed herein to the AIRPORT OPERATOR.
- ❖ Close the airport if it is deemed that an emergency exists justifying closure, immediately notify emergency response authorities. The AIRPORT OPERATOR shall immediately issue a Notices to Airmen (NOTAM) and notify the FAA of the closure. The AIRPORT OPERATOR shall also clearly designate the closure with markings, signs and devices consistent with FAA regulations, cooperate fully with the FAA and the Texas Department of Transportation (TxDot) and, as appropriate, with the National Transportation Safety Board ("NTSB") with accident investigation, and work to clear the incident, repair any damage, and re-open the airport only when safe.
- ❖ Issue Notices to Airmen (NOTAM) as appropriate pertaining to airfield conditions and facilities.
- ❖ Keep regular posted business hours at the AIRPORT, at least eight hours a day and shall be on-call at all other times. The Manager, or their designee, shall be on duty between the hours of 8:00 AM and 5:00 PM, six (6) days per week, preference for Tuesday through Sunday, excluding City approved holidays, and on call twenty-four (24) hours a day, seven (7) days per week, three hundred sixty-five (365) days a year.
- ❖ Represent the CITY at construction meetings, permitting meetings, meetings with the FAA, meetings with the airport's engineer, meetings with the public, meetings with the TxDot and such other AIRPORT-related meetings at such times and places as the CITY may request.
- ❖ Serve as the point of contact for airport business as designated by the CITY, but shall be only one of multiple point of contact(s) for the CITY with respect to grants of the FAA or the TxDot.
- ❖ Assists with the preparation and management of the AIRPORT budget during the fiscal year through the CITY's Public Works and Finance Departments.
- ❖ Along with the CITY's ongoing marketing and economic development efforts, market the AIRPORT to potential tenants, aviation groups, and the general public.
- ❖ Consult frequently and as needed with the CITY (typically at least once each week) by phone, in-person or in writing concerning pending issues and matters of business at the AIRPORT and may be required from time to time to attend regular AIRPORT Board meetings, staff meetings of CITY staff and regular meetings of the CITY Council.
- ❖ Along with the CITY, develop and put in place airport rules and regulations consistent with FAA Order 5190.6B.
- ❖ Consistent with Grant Assurance No. 24 (Fee and Rental Structure), the AIRPORT OPERATOR shall be responsible to manage all revenue leases of AIRPORT property and shall maintain accurate and complete hangar rent receipt books. Revenue from leases of AIRPORT property shall be transmitted to the CITY upon receipt, and the CITY shall keep the revenue in a special fund dedicated to airport operations.

- ❖ Be responsible for all activities relating to AIRPORT leases as directed by CITY, which may include renewal, issuance of new leases, enforcement of lease obligations and enforcing airport rules and regulations on the activities of lessees. The AIRPORT OPERATOR shall be responsible for general enforcement of the airport rules and regulations on airport lessees, pilots and passengers, any commercial service providers. The AIRPORT OPERATOR shall not enter into leases permitting nonaeronautical use of any place on the property, without CITY and FAA concurrence.
- ❖ Ensure that no single operator has an exclusive right to use the facility pursuant to FAA Grant Assurance No. 23.
- ❖ Coordinate with and assist commercial providers in their operations at the AIRPORT.
- ❖ Provide, if called upon, information to the CITY Manager related to the operation of the AIRPORT that might be needed for the CITY's annual budget development process, and assist, if called upon, with questions related to airport operations and the airport budget or expenses that might arise as a part of the CITY's or any funding source's annual audit of the AIRPORT.
- ❖ Operate and maintain all equipment and property comprising the AIRPORT, including runways, taxiways, ramps, radio equipment, buildings, storage tanks, pumps, vehicles, airport lighting, airport signs and pavement markings, weather and navigational aids, parking lots and entry road (free of debris), walkways, and other airport infrastructure, in good, safe and operational condition, so long as necessary maintenance or repair does not to exceed the sum of \$500, in which case the need shall immediately be reported to CITY management.
- ❖ Arrange for non-routine capital replacement of CITY equipment through the CITY's Public Works Department, or as agreed to or directed by the CITY Manager.
- ❖ Prepare and submit all necessary documentation required for reimbursement for routine maintenance on CITY equipment at the AIRPORT that is performed each month. The AIRPORT OPERATOR shall prepare a detailed invoice describing the maintenance performed, and the CITY shall reimburse the AIRPORT OPERATOR for non-routine maintenance performed only after the CITY authorizes the AIRPORT OPERATOR to perform the work.
- ❖ Make recommendations to the CITY concerning capital facilities and equipment acquisition and replacement, and submit the recommendations to the CITY on an annual basis.
- ❖ Make recommendations to the CITY concerning the acquisition of needed non-capital facilities, supplies, consumables and services, for which reimbursement is expected, and submit to the CITY from time-to-time as needed.
- ❖ Cooperate with the CITY's airport engineering firm with its long-term and infrastructure planning efforts and capital projects at the AIRPORT.
- ❖ Attend meetings of the Airport Board and advise the CITY Secretary on items for discussion or business to include on the agenda; the AIRPORT OPERATOR shall make presentations of interest which include the number of operations, fuel sold, airport planning and development, and other topics of timely interest.

- ❖ Inspect the AIRPORT on a regular basis, including but not limited to runways, taxiways, ramps and parking areas, and airport equipment such as airport lighting, the MIRL, the UNICOM, the REIL, the beacon and the AWOS, to ensure the AIRPORT is in a safe condition for aeronautical activities. Document discrepancies and initiate work orders with the CITY as needed for corrective actions. If the AIRPORT becomes a Part 139 airport during the pendency of this contract, the AIRPORT OPERATOR shall make documented daily and nighttime inspections.
- ❖ Advise the FAA and the National Weather Service and submit a NOTAM on any outage of the AWOS.
- ❖ In addition to managing the fuel transactions (ordering and selling of fuel), perform inspections required by the owner of fuel storage and dispensing equipment, regularly inspect fuel storage and dispensing equipment for leaks and safe operation, including dispensing vehicles, fuel farms, fuel pumps, and any variances from required safety and environmental standards shall immediately be reported to the owner of the equipment and the CITY.
- ❖ Ensure prompt cleaning and removal of all foreign objects and debris, soil, stones, and other hazards to aircraft or aviation from the runways, taxiways, ramps, and aircraft parking areas.
- ❖ Obtain and maintain a copy on-site of all plans, licenses, permits, authorizations and approvals required by federal, State and local laws to operate the AIRPORT, and keep detailed records at the AIRPORT of all such licenses, permits, authorizations and approvals, a copy of which shall be provided to the CITY and which shall be subject to inspection of the CITY from time-to-time.
- ❖ Shall not permit the use of the AIRPORT to be used for any illegal or unauthorized purpose, or any hanger, vehicle or equipment for any illegal or unauthorized use and shall notify the CITY and the appropriate law enforcement agency as needed.
- ❖ Work with the CITY to ensure that the AIRPORT is always adequately insured.
- ❖ All CITY equipment shall remain on the AIRPORT premises and not be used for personal use or gain, or any purpose other than the operation of the AIRPORT and operators shall be trained and, where appropriate, licensed and insured for the operation of the equipment they use.
- ❖ Perform all the tasks set forth herein under the general supervision of the CITY.

### **Additional Services**

In coordination with CITY, the Respondent may propose additional services to further manage, operate, and maintain the Airport and associated aviation activities and facilities.

Each Respondent can propose services based on the needs of the Airport and the capability of the responding firm or individual(s).

## MIMINUM QUALIFICATIONS

Respondent must be able to demonstrate their continuous and comprehensive experience in the management and operation of a business(es) for a minimum of five (5) years, with aviation-related business experience preferred. The Respondent must have demonstrated successful experience complying with all applicable federal, state and local regulations. The Airport must be run as an enterprise with customer service and profitability a priority. Respondent must be able to demonstrate business acumen in the areas of airport revenue and expenditure projections, budgeting and the ability to identify and reach business objectives. A firm will be considered in compliance with these requirements by demonstrating that one or more of its principals has the requisite experience.

## SUBMITTAL

Proposals must include the following:

- ❖ Cover Letter – Summarizing the Proposal and key aspects of the services to be provided as well as Respondent's relevant history in the aviation industry. The letter must be signed by an individual having the legal authority to negotiate and sign contracts on behalf of the Respondent and identify the individual designated as the primary point of contact.
- ❖ Management, Qualifications and Experience – Identify the individual or individuals that would be actively engaged in the management and operations of the Airport. Include a description of their credentials, business acumen, familiarity with airport operations and experience in managing airport enterprises. Specifically describe recent, within the past five (5) years, experience with an emphasis on experience at airports of a similar size and with similar regulatory requirements. Resumes may also be included as an attachment to the Proposal.
- ❖ Familiarity with Cleveland Municipal Airport – Describe the Airport's current challenges, strengths and the steps Respondent would propose to maximize or mitigate same as appropriate.
- ❖ Conceptual Plan and Approach – Describe the specific services Respondent anticipates providing; its approach to staffing, training, coverage and work shifts; how it plans to partner with the CITY and with City staff in policy decisions and implementation; its approach to customer service and relations with existing tenants and contractors; and any other information Respondent deems relevant to the services to be provided.
- ❖ Scope of Services – Address each basic service with details regarding Respondent's capability. List other additional services and Respondent's capabilities related to those additional services.
- ❖ Draft Cost Proposal – With the understanding that the successful Respondent and CITY will enter into good faith negotiations to finalize mutually acceptable compensation, services and other provisions to be incorporated into a Services Agreement,
- ❖ Respondents are requested to submit a draft cost proposal that has one or all of the following components:
  - ❖ The anticipated compensation expected for each of the basic or additional services as proposed;

- ❖ **References** – Include the name, address, phone number and email address of at least three references who are willing to provide information as to Respondent’s experience and performance within the last five (5) years related to airport management. Include a brief description of the airport management services that were provided either as a direct employee or under a similar airport management contract.

### **SUBMISSION REQUIREMENTS AND COMMUNICATIONS**

Respondents shall submit their Proposal in a sealed envelope bearing the name and address of the Respondent and clearly marked “Airport Management Services” on the outside of the envelope. Proposals must be submitted **no later than 3:00 p.m. local time on Tuesday, October 10, 2023**, to the address set forth below:

**Mail:**

City Secretary Office  
Attn: Alice Rios  
907 E. Houston Street  
Cleveland, Texas 77327

**Hand Delivery:**

907 E. Houston Street  
Cleveland, Texas 77327

Proposals received after this date and time will not be considered. Facsimile and electronic submittals will not be accepted.

Questions regarding this RFP or to request a site visits should be written and directed to Robert Reynolds at [rreynolds@clevelandtexas.com](mailto:rreynolds@clevelandtexas.com).

The CITY reserves the right, in its sole discretion, to reject any Proposal which fails to meet the requirements outlined in this RFP in any respect, to reject all Proposals for any reason whatsoever and to waive minor irregularities in any Proposal. Respondent is solely responsible for all costs incurred responding to this RFP.

### **SELECTION PROCESS & WEIGHTED CRITERIA**

The City selection committee will review each response for proposal completeness and compliance and technical scoring in each category. A consensus score will be assigned to each response based on the following weighted evaluation criteria:

**Overall qualifications and Experience**

**30 Points**

Overall qualifications and experience in the field of airport management, demonstrated success in the running and managing of airport business operations, meeting revenue projections, accomplishing business objectives, and a demonstrated capacity to provide airport management, operations services

and an overall ability to perform as set forth in this document and in the contract agreement which is attached hereto as an Exhibit.

**Familiarity with the Cleveland Municipal Airport**

**30 Points**

Overall familiarity with the Airport, and familiarity with its particular strengths and challenges. This may include detailing conceptual plans and approaches to implementation, and evidence of an understanding of the scope of services being requested.

**Proposed Fee Structure**

**30 Points**

The fees proposed should be detailed to ensure a meaningful and accurate reflection of total anticipated costs in providing the services requested.

**References**

**10 Points**

**Review of the Proposals.** Respondents will be ranked, and one or more Respondent may be asked to participate in an interview. Whether or not interviews are conducted the successful Respondent will enter into good faith negotiations with the CITY to determine mutually acceptable compensation, services and other provisions to be incorporated into a Services Agreement.

**Limitations:** All reports and pertinent data or materials shall become the property of the CITY. This RFP does not commit the CITY to award an Agreement, to pay any costs incurred in the preparation of the Proposal, or to procure or contract for any services. The CITY reserves the right to accept or reject any or all Proposals received as a result of this request, to negotiate with any qualified Respondent, or to cancel in part or in its entirety this RFP, if it is in the best interest of the CITY to do so.

**AGREEMENT TO TERMS**

The terms of the awarded service agreement shall be as set forth in the proposed Service Agreement included with this Request for Proposals.

**EXHIBITS**

**Exhibit "A"    Service Agreement**

**Exhibit "B"    Conflict of Interest Questionnaire Form CIQ**

**EXHIBIT "A"**  
**Draft Service Agreement**



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office, except those listed herein as being the responsibility of the Manager.

- B. The Manager may furnish, at his own expense, any items of a personal nature.
- C. Hours – the Manager, or their designee, shall be on duty between the hours of 8:00 AM and 5:00 PM, six (6) days per week, Monday through Saturday, excluding City approved holidays, and on call twenty-four (24) hours a day, seven (7) days per week, three hundred sixty-five (365) days a year. All reasonable efforts shall be taken for the Manager, or their designee, to be physically present at the Airport during duty hours and in the event the Manager, or their designee, cannot be at the Airport, he must notify the Sponsor at least 3 days before his absence.

## Section 4. Duties and Responsibilities

The Manager shall be responsible for the daily operation and routine maintenance of the Airport and shall report directly to the City Manager. The Sponsor shall provide sufficient funds, parts, and/or supplies for such assigned duties and responsibilities. These duties and responsibilities shall include the following:

- A. Point of Contact – The Manager shall be the point of contact and have the full support of the Sponsor for all airport business, save and except pertaining to grants and/or loans by the Federal Aviation Administration (FAA) or the State of Texas unless so granted under a separate contract.
- B. Collection of Rents – The Manager shall be the agent of the Sponsor for collecting all rents and fees due the Sponsor from others for use of the Airport including hangar rents, tie down fees, fuel flowage fees, Fixed Base Operator (FBO) lease payments, and any other rents or fees arising from the Airport, save and except Federal, State, County, City and/or other organization's grants or loans. The Manager shall keep accurate records of such collections and turn over all monies to the City Secretary on the last business day of the month.
- C. Airport Equipment – The Manager shall operate and maintain the Sponsor owned aircraft fueling systems including but not limited to the storage tanks and pumps. The Manager shall be responsible for the upkeep and maintenance of all the Sponsor's airport equipment. This shall include replacing defective runway, taxiway, beacon, and hazard lights and airport signs, arranging for repairs to any visual or navigational aids, and maintaining all Sponsor owned equipment assigned to the Manager or to the Airport. Except for emergency situations involving life safety, Manager shall obtain pre-authorization before incurring significant expenditures in fulfilling its obligations hereunder. Unless otherwise advised in writing otherwise by Sponsor to Manager, "significant expenditures" shall mean any amount in excess of Five Thousand Dollars (\$5,000.00).
- D. Vacant Property – The Manager shall be responsible for the upkeep of all unleased Sponsor-owned buildings at the Airport.
- E. Terminal Grounds – The Manager shall be responsible for the upkeep, mowing and landscaping of the grounds surrounding the Terminal building.
- F. Fencing – The Manager shall be responsible for maintaining the Airport's perimeter fencing within a budget set by the Sponsor. Any repairs that would be over the provided budget shall be reported to the Sponsor in a timely manner.
- G. Taxes, Fees, Insurance, and Bond – The Manager shall be liable for all taxes and fees owed on or by his personal business or himself. Under no circumstances shall the Sponsor be liable for or be required to pay any tax or fee owed by the Manager. The Sponsor shall provide insurance for all Sponsor owned real property located at the Airport under the Sponsor's policy which shall be for the sole benefit and protection of the Sponsor. The Manager shall be required to provide insurance coverage of at least \$1,000,000 for personal property and the contents of any buildings leased or used by the manager and business liability insurance in the amount of \$ 1,000,000. The Manager shall be bonded in the amount of \$ 1,000,000 with the Sponsor listed as beneficiary in the event of damage to the Airport for which the Manager is liable and cannot or will not remedy. Certificates of such insurance and bond shall be furnished by Manager to Sponsor and a certificate presently then in effect shall be on file at all times. Any changes in those policies or certificates must have the prior written approval of the Sponsor.
- H. Notifications – The Manager shall be responsible for issuing and canceling any required Notice

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to Air Missions, notices to the FAA, State, or local authorities pertaining to airport operations or safety. Manager agrees to maintain records regarding all such notifications.

- I. The Manager shall not use the Airport property nor permit the Airport property to be used for any illegal or unauthorized purpose.
- J. Other duties and responsibilities as required and/or agreed upon by Sponsor and Manager and listed herein.

## Section 5. Privileges

The Manager shall have the privilege, but not the obligation, to offer the following services or functions or to receive the following benefits:

- A. FBO – The Manager may operate as a Fixed Base Operator (FBO) at the Airport if the Manager and Airport owner so elect. Such agreement shall be addressed in a separate contract. However, it is expressly stated and understood that if operating as an FBO and manager, the Manager shall not receive any favorable consideration pertaining to that FBO operation from the Sponsor above or beyond those offered to or expected from all other FBO's operating at the Airport, nor will the Sponsor give the Manager an exclusive right to operate as an FBO at the Airport. The Manager acting as an FBO shall abide by any and all rules, regulations, and minimum standards adopted by the Sponsor, the same as other FBO's operating at the Airport.
- B. Other privileges agreed upon in writing by Sponsor and Manager and listed herein.

## Section 6. Sublease, Assignment, or Sale

The Manager shall not sublease, assign, sell, or transfer this contract agreement or any right hereunder to any person, corporation, or association. However, the Manager may hire an associate, assistant, or helper subject to the approval of the Sponsor. Any such sublease, assignment, sale, or transfer shall be grounds, at the option of the Sponsor, for the Sponsor to immediately terminate this contract agreement.

## Section 7. Termination

- A. This contract agreement may be prematurely terminated by either the Sponsor or the Manager if either fails to abide by the terms and conditions expressed herein and due the complainant and so decreed by a court of competent jurisdiction or by mutual agreement and consent of both parties in writing. Should the Manager be declared bankrupt, incompetent, or become deceased, this contract agreement shall immediately terminate and shall not be considered as part of the Manager's estate and shall not become an asset of any appointed or assigned guardian, trustee, or receiver. In the event the Manager fails to make timely payments of all taxes or fees, fails to provide proof of required insurance or bond, uses the Airport property or permits the Airport property to be used for any illegal or unauthorized purpose, files bankruptcy, abandons or leaves the property vacant or unoccupied for seven (7) consecutive days, or violates any of the terms and conditions of this contract agreement, the Sponsor has the right to terminate this contract agreement and retake possession of any Airport property leased to or under the control of the Manager.
- B. Termination by mutual agreement shall cause both the Manager and Sponsor to be free of any and all requirements of this contract, except as contained in paragraph 7.C. hereunder. This Agreement may be terminated by either party upon 180 days advance written notice to the other.
- C. At the termination of this contract agreement, either by normal expiration, premature termination, or mutual agreement, the Manager shall peaceably vacate the premises and any furniture or other equipment entrusted to the Manager shall be returned to the Sponsor in the same condition as it was when issued, normal wear excluded.
- D. Should the Manager be in default of any monies owed to the Sponsor, the Sponsor may take possession of any personal property owned by the Manager and located at the Airport and hold such until the monetary default is settled. In such case that the Manager cannot or will not settle any claims against him owed to the Sponsor, the Sponsor may liquidate any personal property seized, subject to the disposition of a court of competent jurisdiction. The Manager shall be liable for any and all expenses incurred by the Sponsor in such action.

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## Section 8. Record Keeping and Reporting Requirements.

Manager agrees that it shall submit regular written reports to Sponsor at a frequency determined by Sponsor but at intervals no more frequently than monthly containing information relating to the performance of Manager as determined by Sponsor. Furthermore, Manager agrees to maintain a complete and accurate record, including financial, of its performance under this contract agreement, and to make such records and information available for inspection by Sponsor upon reasonable notice.

Manager shall maintain such records, accounts, reports, files or other documents for a minimum of five (5) years after the expiration of this contract agreement. Sponsor shall have a right to access this information during such five (5) year period and for as long as the records are retained by Manager.

Manager agrees and understands that Sponsor is a political subdivision of the State of Texas, and as such both parties may be subject to certain constitutional provisions, laws, rules and regulations, including the Texas Freedom of Information Act. Manager agrees to cooperate fully in assisting City in complying with such legal requirements.

## Section 9. Miscellaneous

- A. This contract agreement includes the following documents and the order of priority to be given in the event of a conflict shall be as set forth below:
1. This Agreement
  2. The City's Request for Proposal
  3. Respondent's Submittal to the City's Request for Proposal

The above embraces the entire Airport Manager's Agreement between the parties hereto and no statement, remark, agreement, or understanding, either oral or written, not contained therein shall be recognized or enforced, except that this contract agreement may be modified by written addendum hereto attached and signed by all parties.

- B. For the purpose of this contract agreement, the singular number shall include the plural and the masculine shall include the feminine and vice-versa, whenever the context so admits or requires.
- C. The "Section" captions and headings are inserted solely for the convenience of reference and are not part nor intended to govern, limit, or aid in the construction of any provision hereof.
- D. The parties to this contract agreement hereby acknowledge and agree they are the principals to the contract agreement and have the power, right, and authority to enter into this contract agreement and are not acting as an agent for the benefit of any third party; except that the Sponsor is acting on behalf of the City of Cleveland.
- E. This contract agreement shall be governed by the laws of the State of Texas and constructed thereunder except for choice-of-law principles, and venue of any action brought under this contract agreement shall be in Liberty County, Texas.
- F. **Manager agrees to save and hold harmless the Sponsor and its agents, servants, and employees of and from any and all liabilities, expenses, causes of action, damages, and/or attorney's fees resulting from or as a result of any of Manager's businesses, operation, occupancy, or use of the Airport, or resulting from any act or omission of Manager's agents, servants, or employees. And this indemnity agreement shall apply and protect Sponsor and its agents, servants, and employees, even though it be contended, or even established, that said Sponsor or its agents, servants, or employees were negligent, or that their conduct or omission in any way caused or contributed to such liability, expense, cause of action, damage, and/or attorney's fees. There shall be no other hold harmless and/or indemnity provision that shall apply, and any such provision is hereby agreed to be null, void and of no effect.**
- G. If any section, paragraph, sentence or phrase entered in this contract agreement is held to be illegal or unenforceable by a court of competent jurisdiction, such illegality or unenforceability shall not affect the remainder of this contract agreement which can be given effect without the illegal or unenforceable section, paragraph, sentence, or phrase and to this end, the provisions of this contract agreement are declared to be severable.

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- H. To the extent applicable and by signature below Manager verifies the following:
- 1) Boycott Israel. If this contract agreement is for goods and services subject to § 2270.002 Texas Government Code, Manager verifies that it i) does not boycott Israel; and ii) will not boycott Israel during the term of this Agreement.
  - 2) Boycott Firearms. If this Agreement is for goods and services subject to § 2274.002 Texas Government Code, Manager verifies that it i) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and ii) will not discriminate during the term of the Agreement against a firearm entity or firearm trade association;
  - 3) Boycott Energy Companies. Subject to § 2274.002 Texas Government Code Manager herein verifies that it i) does not boycott energy companies; and ii) will not boycott energy companies during the term of this Agreement.
  - 4) Engaging in Business with Sudan, Iran or Foreign Terrorist Organizations. Pursuant to Section 2252.152, Texas Government Code, Manager warrants, represents, verifies and agrees that Contractor is not identified on a list prepared and maintained by the Texas Comptroller of Public Accounts as a company that engages in business with Sudan, Iran or a foreign terrorist organization.
- I. This contract agreement goes into effect when duly approved by the parties hereto.

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

Sponsor: City of Cleveland

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Manager

Attest: \_\_\_\_\_  
City Secretary

**EXHIBIT "B"**  
**Form CIQ Conflict of Interest Questionnaire**

# CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

## FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

### OFFICE USE ONLY

Date Received

**1** Name of vendor who has a business relationship with local governmental entity.

**2**  Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

**3** Name of local government officer about whom the information is being disclosed.

\_\_\_\_\_  
Name of Officer

**4** Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes  No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes  No

**5** Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

**6**  Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

**7**

\_\_\_\_\_  
Signature of vendor doing business with the governmental entity

\_\_\_\_\_  
Date

**CONFLICT OF INTEREST QUESTIONNAIRE**  
**For vendor doing business with local governmental entity**

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

**Local Government Code § 176.001(1-a)**: "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

**Local Government Code § 176.003(a)(2)(A) and (B)**:

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

\*\*\*

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

**Local Government Code § 176.006(a) and (a-1)**

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

- (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
- (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
- (3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

- (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
- (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

- (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
- (B) that the vendor has given one or more gifts described by Subsection (a); or
- (C) of a family relationship with a local government officer.