

*St. Louis City Ordinance 62354*

FLOOR SUBSTITUTE

BOARD BILL NO. [91] 115

INTRODUCED BY ALDERMAN JoAnn Wayne

An Ordinance recommended by the Airport Commission and the Board of Estimate and Apportionment, authorizing and directing the Director of Airports and the Comptroller of the City of St. Louis to execute on behalf of the City of St. Louis, a certain Preferential Use Space Permit, Airport Number AL 23, between the City of St. Louis, Missouri, a Municipal Corporation of the State of Missouri and American Airlines, Inc., authorizing the aforementioned corporation to occupy and use space described in Section One of this Ordinance for a term of five years under the terms and conditions and considerations stated therein; and containing an emergency clause.

BE IT ORDAINED BY THE CITY OF ST. LOUIS AS FOLLOWS:

Section One. The Director of Airports and the Comptroller of the City of St. Louis are hereby authorized and directed to execute on behalf of the City of St. Louis, a certain Preferential Use Space Permit, Airport Number AL 23, between the City of St. Louis, Missouri, a Municipal Corporation of the State of Missouri and American Airlines, Inc. with said Preferential Use Space, Airport Number AL 23 to read in terms and figures substantially as follows:

AIRPORT NUMBER.....  
LAMBERT ST. LOUIS INTERNATIONAL AIRPORT  
PREFERENTIAL USE SPACE PERMIT  
(AMERICAN AIRLINES, INC.)

The City of St. Louis (the City) hereby grants to American Airlines, Inc. (the Airline), permission to occupy and use the space described below at Lambert St. Louis International Airport (the Airport) under the terms and conditions of this Permit.

Section 1. SPACE. The space for which occupancy and preferential use is granted (the Space) is shown on the attached Exhibit "A" and is more fully described as Gate 10 and its associated hold room space of 1,987 sq. ft. The rights granted in Section 2 may be exercised only within the Space.

In the event that City is delayed in giving possession of Gate 10 to Airline, City will allow Airline to occupy Gate 15, its adjacent Holdroom and associated Loading Bridge until City can make Gate 10 available.

Additional ramp level operations space may be granted to Airline under this Permit to support Airline's Gate/Holdroom operation.

Section 2. USE. The Space is to be used only for the conduct of activities which are reasonably necessary to passenger ticketing, loading, and unloading.

All deliveries to or pick ups from the Airport Terminal Building by Airline or its agents will be through the dock at the west end of the lower level.

No sale of any goods or services to the public or to employees of any airport tenant is authorized. Violation of this restriction may result in immediate termination of this Permit.

Section 3. PREFERENTIAL USE. Preferential Use means that Airline has the first right to the use of Preferential Use Premises for uses authorized by this Permit, but that the Director of Airports may require Airline to share the use of Preferential Use Premises under the following conditions:

A. To facilitate the entry of air carriers initiating service to the Airport (New Entrant Carrier) and to maximize the utilization of facilities at the Airport, Airline agrees, upon request by the City in the event the City is otherwise unable to accommodate a New Entrant Carrier with airport facilities, to accommodate such New Entrant Carrier on a temporary basis by permitting such New Entrant Carrier to utilize Airline's passenger holdroom(s) and passenger loading bridge(s), at times when such facilities are not needed for Airline's scheduled or planned operations or those of other airlines whom Airline is already accommodating. Airline's obligations hereunder shall be subject to execution of a written permit between Airline and such New Entrant Carrier setting forth mutually agreed to terms and conditions governing such use. In the event such accommodation permit involves a rental rate based upon square footage, such rental rate shall not exceed the current rental rate per square foot applicable to the facilities involved under Airline's lease with the City, plus a recovery of all direct and overhead costs associated with the accommodation, including a reasonable allocation of capital improvement costs, and a reasonable administrative fee.

Airline further agrees to make all reasonable efforts to facilitate the temporary accommodation of such New Entrant Carrier with the use of ticket counter

area, use of Airline's baggage facilities and the rendering of customary ground services, upon such carrier's request, if (1) Airline has adequate capabilities, facilities, and personnel therefor, after taking into account Airline's own requirements and contractual obligations, the compatibility of said carrier's proposed operations with those of Airline, and the need for labor harmony, and (2) said New Entrant Carrier enters into a written permit with Airline therefor and agrees to pay Airline its established rates and charges for such services. Any accommodation of a New Entrant Carrier hereunder may be pursuant to a sublease, handling permit, or a combination thereof, mutually agreed upon by the parties and subject to the prior written consent of the City, which consent shall not be unreasonably withheld.

B. In the event Airline advises a New Entrant Carrier that Airline is unable to accommodate the proposed operations of such carrier, or the parties are unable to reach final permit as to the terms and conditions of an accommodation permit, and the New Entrant Carrier is unable to find reasonable accommodations elsewhere at the Airport, the City, acting by and through its Director of Airports, shall determine whether Airline should accommodate any or all of such carrier's proposed operations, reasonably considering all pertinent factors, including Airline's present and planned use of such facilities and those of other airlines Airline is then accommodating, the compatibility of such carrier's proposed operations with Airline's operations and those of others already using such facilities, and the need for labor harmony. Should the Director of Airports determine that Airline has the capability to accommodate such New Entrant Carrier, he may direct Airline, in writing, to accommodate such carrier with respect to passenger holdrooms and passenger loading bridge(s) to the extent and during those periods he deems reasonable, and will provide to Airline and such New Entrant Carrier a written statement specifying the terms and conditions, not otherwise resolved between Airline and such carrier, of such accommodation.

C. Any sublease, accommodation, or handling permit pursuant to these procedures shall be for a period to which the parties mutually agree; provided, however, that such an permit or accommodation may be terminated, at any time, by either party, if other facilities are made available by the City to such New Entrant Carrier. In addition, any permit or accommodation shall recognize that Airline has the preferential use right with respect to the premises and facilities and that, upon 45 days' advance written notice from Airline that Airline will require the use of said premises and facilities in a manner that conflicts with such New Entrant Carrier's use, said New Entrant Carrier will take whatever action is necessary to eliminate the conflict within the 45 day period, including the adjustment and cancellation of flights. Airline will make

its best efforts to accommodate any schedules of said carrier that have to be adjusted, subject to the availability of time and space in Airline's leased premises and facilities.

Section 4. ACCESS. Subject to Section 16 hereof, the Airline has the right of free access, ingress to and egress from the Space, for the Airline's employees, agents, guests, patrons and invitees.

Section 5. TERM. The term of this Permit shall begin on April 7, 1991, and shall end on April 6, 1996 unless sooner terminated in accordance with other provisions of this Permit.

City reserves the right to terminate this Permit at any time after April 6, 1994 in the event that City requires the Space for a higher use as determined by the Director of Airports. In the event of such termination, City shall use its best efforts to provide an alternate location under the same terms and conditions as this Permit. City's best efforts shall be consistent with those offered to any similarly situated airline under a Preferential Use Gate Agreement.

Upon the date of execution of this Permit by City and Airline, Preferential Use Gate Space Permit, Airport Number AL 21, shall terminate.

The City may cancel this Permit by giving the Airlines sixty (60) days advance written notice to be served as hereinafter provided, upon or after the happening of any one of the following events:

- A. The filing by the Airline of a voluntary petition in bankruptcy;
- B. The institution of proceedings in bankruptcy against the Airline and the adjudication of the Airline as a bankruptcy pursuant to such proceedings;
- C. The taking by a court of jurisdiction of the Airline and its assets pursuant to proceedings brought under the provisions of any Federal reorganization act;
- D. The appointment of a receiver of the Airlines' assets;
- E. The divestiture of the Airline's estate herein by other operation of law;
- F. The abandonment by the Airline of its conduct of air transportation at the Airport;
- G. The default by the Airline in the performance of any covenant or permit herein required to be performed by the Airline, and the failure of the Airline to

remedy such default for a period of sixty (60) days after receipt from the City of written notice to remedy the same; provided, however, that no notice of cancellation, as provided, shall be of any force or effect if the Airline shall have remedied the default prior to receipt of the City's notice of cancellation.

Notwithstanding anything to the contrary herein contained, the City shall not have the right to cancel this permit solely by reason of the Airline's failure or refusal to pay all or any part of the rentals, fees or charges provided for in this Permit. If, within thirty (30) days after such failure or refusal, the Airline shall have given to the City a written notice stating that the Airline in good faith predicates such failure or refusal upon either or both of the following:

A. Any provision of this Permit granting to the Airline in specified events a reduction in or abatement of any rentals, fees or charges payable by the Airline to the City hereunder, or

B. Any provision of this Permit authorizing the Airline in specified events to deduct from any such rentals, fees or charges, the reasonable cost to the Airline of performing any obligation or obligations required by this Permit to be performed by the City.

No waiver of default by the City of any of the terms, covenants or conditions hereof to be performed, kept and observed by the Airline shall be construed to be or act as a waiver of any subsequent default of any of the terms, covenants and conditions herein contained to be performed, kept and observed by the Airline.

The acceptance of rental by the City for any period or periods after a default of any of the terms, covenants and conditions herein contained to be performed, kept and observed by the Airline shall not be deemed a waiver of any right on the part of the City to cancel this Permit for failure by the Airline to so perform, keep or observe any of the terms, covenants, or conditions of this Permit.

**Section 6. SURRENDER OF POSSESSION.** No notice to quit possession at the expiration date of the term of this Permit shall be necessary. Airline covenants and agrees that at the expiration date of the term of this Permit, or at the earlier termination hereof, it will peaceably surrender possession of the Leased Premises in good condition, reasonable wear and tear, acts of God, and other casualties excepted, and the City shall have the right to take possession of the Leased Premises with or without due process of law.

Section 7. SPACE RENTAL PAYMENT. Airline will pay in advance to City on or before the first day of each month of the term of this Permit a monthly rental at the Concourse 'A' rental rate for 1,987 sq. ft. of Gate 10 holdroom space.

For additional Ramp Level Operations space, Airline will pay the Concourse 'A' rental rate.

These rates will be revised on January 1 of each year of the term of this Permit.

In addition, Airline will pay a surcharge for the use of City's Loading Bridge in the amount of \$3,000.00 per month.

All unpaid rent and fee payments due the City hereunder shall bear a service charge of 1% per month if same is not paid and received by the City on or before the 30th of the month in which said payments are due, and the Airline agrees that it shall pay and discharge all costs and expenses including attorneys' fees incurred or expended by the City in collection of said delinquent amounts due including services charges.

Payments shall be made at the Office of the Director of Airports at the airport, or at such other place in the City of St. Louis, Missouri as the City may hereafter notify Airline and shall be made in legal tender of the United States.

Section 8. ADDITIONAL FEES CHARGES AND RENTALS. Airline shall pay additional fees, charges and rentals under the following conditions:

A. If the City has paid any sum or sums or has incurred any obligation or expense for which Airline has agreed to pay or reimburse the City for, and

B. If the City is required or elects to pay any sum or sums or incur any obligations or expense because of the failure, neglect or refusal of Airline to perform or fulfill any of the conditions of this Permit.

Such payments shall include all interest, costs, damages and penalties in conjunction with such sums so paid or expenses so incurred and may be added to any installment of the fees, charges and rental thereafter due hereunder. Each and every part of such payment shall be recoverable by the City in the same manner and with like remedies as if it were originally a part of the basic fees, charges and rental, as set forth herein.

For all purposes under this paragraph, and in any suit, action or proceeding of any kind between the parties hereto, any receipt showing the payment of any sum or sums by the City for any work done or material furnished shall be prima facie evidence against Airline that the amount of such payment was necessary and reasonable.

**Section 9. PROMPT PAYMENTS OF TAXES AND FEES.** Airline covenants and agrees to pay promptly all lawful general taxes, special assessments, excises, license fees, permit fees, and utility service charges of whatever nature, applicable to its operation at the Airport, and to take out and keep current all licenses, municipal, state or federal, required for the conduct of its business at and upon the Airport, and further covenants and agrees not to permit any of said taxes, assessments, fees and charges to become delinquent.

**Section 10. MECHANICS' AND MATERIALMEN'S LIENS.** The Airline agrees not to permit any mechanics' or materialmen's or any other lien to be foreclosed upon the Space or any part or parcel thereof, or the improvements thereon, by reason of any work or labor performed or materials furnished by any mechanic or materialman or for any other reason.

**Section 11. OCCUPANCY OF PREMISES.** Airline accepts the Space "as is". The Airline agrees that it will not permit any act of omission or commission or condition to exist on the Space which would increase the premium rate of insurance thereon or on the terminal or invalidate any such insurance.

**Section 12. CONSTRUCTION BY AIRLINE.** Airline may improve the Space subject to written approval of the Director of Airports. Airline will submit to the Director of Airports detailed plans and specifications for all improvements to and equipping of the Space. Airline will not begin any work until it receives the approval of its plans and specifications from the Director of Airports. Any changes in the plans or specifications after approval will require resubmission.

Upon the completion of the improvements hereunder, the Airline shall submit to the Director of Airports a copy of its acceptance letter certifying completion, and a certified copy of any certificate or permit which may be required by any federal, state or local government or agency in connection with the completion or occupancy thereof by Airline.

Airline will provide the Director of Airports with a copy of all applicable permits as required by local municipalities prior to beginning any construction or alterations.

Airline will provide the Director of Airports within 30 days of completion or occupancy of any construction or modification to the Space, reproducible as built drawings on either Mylar or Sepia Mylar base.

All improvements installed by the Airline shall become the property of the City upon termination of this Permit, except that the City reserves the right and the Airline agrees that the Director of Airports may require the Airline to remove any or all improvements and structures and restore the Space to their original condition. The Airline agrees to bear all costs of such removals and restorations.

Section 13. CONTRACTOR'S LIABILITY INSURANCE. In any contract appertaining to improving and equipping the Space, Airline shall require the contractor to cause the City, its Board of Aldermen, Airport Commission and their respective officers, agents and employees, to be insured against the risk of claims and demands, just or unjust, by third persons against the City, its Board of Aldermen, Airport Commission and their respective officers, agents and employees, against and from all such claims and demands, with bodily injury limits of not less than \$250,000 as to any one person and \$1,000,000 as to any one occurrence, and with property damage limits of not less than \$1,000,000 as to any one occurrence. Said insurance shall be in a form agreeable to the City.

Section 14. PERFORMANCE AND PAYMENT BONDS. City shall require each of its contractors and suppliers of construction materials to furnish Performance and Payment Bonds in the full amount of any contract in a form acceptable to the City. The Payment Bond shall comply with the coverage requirements and conditions of Section 107.170 RSMo 1986. Copies of the bonds shall be given to the City for approval before work begins. Any sum or sums derived from said Performance and Payment Bonds shall be used for the completion of said construction and the payment of laborers and material suppliers.

Section 15. SIGNS. Airline agrees that no signs or advertising displays shall be placed on, painted on or erected in any manner upon the areas of the Space exposed to the public without prior written approval of the Director of Airports and that such signs shall conform to reasonable standards established by said Director of Airports with respect to wording, type, size, design, color and location.

Section 16. COMPLIANCE WITH LAWS AND REGULATIONS. Airline shall comply with all Rules and Regulations which the Director of Airports may establish from time to time. In addition, Airline shall comply with all

statutes, laws, ordinances, orders, judgments, decrees, regulations, directions and requirements of all federal, state, city, local and other governmental authorities, now or hereafter applicable to the Space or to any adjoining public ways, as to the manner of use or the condition of the Space or of adjoining public ways.

Section 17. REPAIRS AND MAINTENANCE. Airline will provide and pay for all repairs and maintenance of the Space, except the following which shall be the responsibility of the City:

- A. The structural components of the building.
- B. The utility system to, but not within, the Space except where the utility systems are owned or controlled by the utility companies.
- C. The washing of the exterior of windows in the terminal building.

The Airline will perform the following functions as part of its responsibilities in the repair and maintenance of the Space. The following list includes certain functions but the Airline's responsibilities are not limited to those functions:

- A. Repair and maintain City's Loading Bridge.
- B. Repair and maintain City's Holdroom Seating.
- C. Perform custodial services daily.
- D. Keep all its equipment and fixtures in good repair and appearance.
- E. Keep premises free from all fire and other hazards to persons and property and furnish and maintain adequate portable fire protection equipment.
- F. Repair all damage to the Leased Premises and the Airport when such damage results from the careless or negligent acts of Airline or Airline's employees or agents.
- G. Provide for complete, sanitary handling and disposal of all trash, garbage and refuse (liquid or solid) in accordance with standards established by the Director of Airports applicable to all Airport tenants. Such standards may require the use of special devices including, but not limited to, special containers, compactors and disposal systems. The Airline agrees to promptly provide and install same and to abide by such standards.

H. Confine all handling and holding of Airline's property to the Leased Premises.

I. Keep all papers and debris picked up daily from the Leased Premises.

Section 18. **RIGHT TO ENTER, INSPECT AND MAKE REPAIRS.** The City and its authorized officers, employees, agents, contractors, subcontractors and other representatives shall have the right (at such times as may be reasonable under the circumstances and with as little interruption of Airline's operations as is reasonably practicable) enter upon and in the Space for the following purposes:

A. To inspect such premises to determine whether Airline has complied and is complying with the terms and conditions of this Permit.

B. To perform maintenance and make repairs in any case where Airline is obligated, but has failed to do so, after the City has given Airline notice so to do, in which event Airline shall reimburse the City for the cost thereof plus a charge of 15% for overhead promptly upon demand.

C. To gain access to the mechanical, electrical, utility and structural systems of the Airport for the purpose of maintaining and repairing such systems.

Section 19. **UTILITIES.** City will provide and pay for heated and chilled air to, but not into the Space. Airline will provide and pay all other utilities it requires.

Section 20. **INTERFERENCE WITH AIR NAVIGATION.** The Airline agrees that no obstruction to air navigation, as such are defined from time to time by application of the criteria of Part 77 of the Federal Aviation regulations or subsequent and additional regulations of the Federal Aviation Administration, will be constructed or permitted to remain on the Space. Any obstructions will be removed by the Airline at its expense. The Airline agrees not to increase the height of any structure or objects or permit the growth of plantings of any kind or nature whatsoever that would interfere with the line of sight of the control tower and its operations. The Airline further agrees not to install any structures, objects, machinery or equipment that would interfere with operation of navigation aides or that would interfere with the safe and efficient operations of the Airport, or interfere with the operations of other tenants and users of the Airport.

Section 21. **LIABILITY INSURANCE.** Airline, at his expense, at all times during the term hereof, shall cause the City and its Board of Aldermen, Airport

Commission, officers, agents and employees and Airline to be insured on an occurrence basis against the risk of all claims and demands by third persons for bodily injury (including wrongful death) and property damage arising or alleged to arise out of the activities of Airline its officers, agents, employees, and independent contractors pursuant to this Permit both on the Premises and the Airport under the following types of coverage:

A. General Comprehensive

B. Automobile (all vehicles)

The minimum limits of coverage for the above classes of insurance shall equal a single limit of \$1,000,000 comprised of such primary and excess policies of insurance as Airline finds it feasible to purchase during the term of this Permit.

Insofar as said insurance provides protection against liability for damages to a third party for bodily injury, death and property damage, the City shall be named as additional insured. Such liability insurance coverage shall also extend to damage, destruction and injury to City owned or leased property and City personnel, and caused by or resulting from work, acts, operations, or omissions of Airline, its officers, agents, employees and independent contractors on the Airport. The City shall have no liability for any premiums charged for such coverage, and the inclusion of the City as additional insured is not intended to, and shall not, make the City a partner or joint venturer with Airline in its operations hereunder.

Section 22. PROPERTY INSURANCE. Airline will provide fire and related insurance coverages for all of its improvements and equipment existing or subsequently installed on the Space.

Section 23. EVIDENCE OF INSURANCE. Certificates, or other evidence of insurance coverage required of Airline in this Article, shall be delivered to the Director of Airports in form and content satisfactory to the City.

At least 15 days prior to the expiration of any such policy, Airline shall submit to the Director of Airports a certificate showing that such insurance coverage has been renewed. If such coverage is canceled or reduced, Airline shall within 15 days after the date of such written notice from the insurer of such cancellation or reduction in coverage, file with the Director of Airports, a certificate showing that the required insurance has been reinstated or provided through another insurance company or companies.

All policies of insurance herein shall be in a form and in a company or companies approved by the City, and qualified to do insurance business in the State of Missouri. Each such policy shall provide that the policy may not be materially changed, altered or canceled by the insurer during its term without first giving 30 days notice to the Director of Airports.

Section 24. **CONDITIONS OF DEFAULT.** This Permit shall be considered in default when Airline fails to fulfill any of the conditions of this Permit.

Section 25. **INDEMNIFICATION.** Airline shall protect, defend, and hold the City, its Board of Aldermen, Airport Commission, officers, agents and employees completely harmless from and against any and all liabilities, losses, suits, claims, judgments, fines or demands arising by reason of injury or death of any person or damage to any property, including all reasonable costs for investigation and defense thereof (including but not limited to attorney fees, court costs, and expert fees), of any nature whatsoever arising out of or incident to this permit and/or the use or occupancy of the leased premises or the acts or omissions of Airline's officers, agents, employees, contractors, subcontractors, licensees, or invitees, regardless of where the injury, death, or damage may occur, unless such injury, death or damage is caused by the sole negligence of Lambert St. Louis International Airport. Lambert St. Louis International Airport shall give to Airline reasonable notice of any such claims or actions. The Airline shall also use counsel reasonably acceptable to Lambert St. Louis International Airport in carrying out its obligations hereunder. The provisions of this section shall survive the expiration or early termination of this permit.

Section 26. **ASSIGNMENT AND SUBLETTING.** Airline shall not assign this Permit. Airline shall not sublet the Space.

Section 27. **NOTICE.** Except as herein otherwise expressly provided, all notices required to be given to the City hereunder shall be in writing and shall be sent by certified mail, return receipt requested, to the Director of Airports, St. Louis Airport Authority, P.O. Box 10212, Lambert Station, St. Louis, Missouri, 63145, with a copy to the Airport Properties Manager at the same address. All notices, demands, and requests by the City to Airline shall be sent by certified mail, return receipt requested addressed to American Airlines, Inc., Centreport IV, MD 4213, P.O. Box 619616, DFW Airport, Texas, 75261 9616.

The parties or either of them may designate in writing from time to time any changes in addresses or any addresses of substitute or supplementary persons in connection with said notices. The effective date of service of any such notice shall be the date such notice is mailed to Airline or said Director.

Section 28. NON DISCRIMINATION AND AFFIRMATIVE ACTION PROGRAM.

A. The Airline hereto understands and agrees that the City in operation and use of Lambert St. Louis International Airport will not on the grounds of race, creed, color, religion, sex, national origin or ancestry, discriminate or permit discrimination against any person or group of persons in a manner prohibited by Part 21 of the Federal Aviation Regulations of the Office of the Secretary of Transportation. Airline hereby agrees that his premises shall be posted to such effect as required by such regulation.

B. Airline agrees that in performing under this Permit, neither he nor anyone under his control will permit discrimination against any employee, worker or applicant for employment because of race, creed, color, religion, sex, national origin or ancestry. Airline will take affirmative action to insure that applicants are employed and that employees are treated fairly without regard to race, creed, color, religion, sex, national origin or ancestry. Such action must include, but shall not be limited to action to bar, employ, upgrade or recruit; expel, discharge, demote or transfer; layoff, terminate or create intolerable working conditions, rates of pay or other forms of compensation and selection for training including apprenticeship.

C. Airline will in all printed or circulated solicitations or other advertisement or publication for employees placed by or on behalf of the Airline state that all qualified applicants shall receive meaningful consideration for employment without regard to race, creed, color, religion, sex, national origin or ancestry. All advertisements or solicitations for applicants for employment must contain the phrase "An Equal Opportunity Employer". Airline shall not make inquiry in connection with prospective employment which expresses directly or indirectly any limitation, specification or discrimination because of race, creed, color, religion, sex, national origin or ancestry.

D. Airline agrees that should it be determined by the Airline or City that he will be unable to conform to his approved positive employment program submitted to determine eligibility under the fair employment practices provisions of the City Code, he will notify the Fair Employment Practices Division of the Civil Rights Enforcement Agency (CREA) within 10 days of such determination, as to the steps to be taken by Airline to achieve the provisions of his program.

E. Airline will permit reasonable access by City to such persons, reports and records as are necessary for the purpose of ascertaining compliance with fair employment practices.

F. Airline further agrees that these clauses (B through E) covering discrimination and equal opportunity practices in all matters of employment and training for employment will be incorporated by Airline in all contracts or permits he enters into with suppliers of materials or services, contractors and subcontractors, and all labor organizations, furnishing skilled, unskilled and craft union skilled labor, or who may perform any such labor or service in connection with this Permit.

G. Whenever the Airline is sued by a subcontractor, vendor, individual, group or association as a result of compliance with the clauses (A through F) of these provisions relating to fair employment practices, Airline shall notify the City Counselor in writing of such suit or threatened suit within 10 days.

H. In event of the Airline's noncompliance with nondiscrimination clauses of this Permit, or to furnish information or permit his books, records and account to be inspected within 20 days from date requested, this Permit may be canceled, terminated or suspended, in whole or in part, and Airline may be declared ineligible for further City contracts for a period of one year by option of the City, provided, further, if this Permit is canceled, terminated or suspended for failure to comply with fair employment practices, Airline shall have no claims for any damages against the City.

I. Airline will establish and maintain for the term of this Permit an affirmative action program according to the Mayor's Executive Order on Equal Opportunity in Employment and the City reserves the right to take such action as the City of St. Louis and the United States Government may direct to enforce the above covenants.

J. The Airline assures that it will undertake an affirmative action program as required by 14 CFR, Part 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. The Airline assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. The Airline assures that it will require that its covered suborganizations provide assurances to the Lessor that they similarly will undertake affirmative action programs and that they will require assurances from their suborganizations, as required by 14 CFR Part 152, Subpart E, to the same effect.

Section 29. NO PERSONAL LIABILITY. No Alderman, Commissioner, Director, officer, employee or other agent of either party shall be personally liable under or in connection with this Permit.

Section 30. FORCE MAJEURE. Neither the City nor Airline shall be deemed in violation of this Permit, if it is prevented from performing any of the obligations hereunder by reason of strikes, boycotts, labor disputes, embargoes, shortage of material, acts of God, acts of the public enemy, act of superior governmental authority, weather conditions, riots, rebellion, or sabotage, or any other circumstances for which it is not responsible or which is not within its control.

Section 31. QUIET ENJOYMENT. Subject to the provisions of the Permit, the City covenants that Airline on paying the rentals and otherwise performing its covenants and other obligations hereunder, shall have quiet and peaceable possession of the Premises.

Section 32. GOVERNING LAW. This Permit shall be deemed to have been made in, and be construed in accordance with the laws of the State of Missouri.

Section 33. WAIVERS. No waiver of default by either party of any of the terms, covenants and conditions hereto to be performed, kept and observed by the other party shall be construed as, or operate as, a waiver of any subsequent default of any of the terms, covenants or conditions herein contained to be performed, kept and observed by the other party.

Section 34. INVALID PROVISIONS. In the event any covenant, condition or provision herein contained is held to be invalid by a court of competent jurisdiction, the invalidity of any such covenant, condition or provision shall in no way affect any other covenant, condition or provision herein contained, provided the invalidity of any such covenant, condition or provision does not materially prejudice either the City or Airline in its respective rights and obligations contained in the valid covenants, conditions and provisions of this Permit.

Section 35. ENTIRE AGREEMENT. This Agreement, together with all exhibits attached hereto, constitutes the entire agreement between the parties hereto and all other representations or statements heretofore made, verbal or written are merged herein and this Permit may be amended only in writing and executed by duly authorized representatives of the parties hereto. Nothing contained herein shall modify or amend any of the parties rights and obligations under any other agreements between the parties.

IN WITNESS WHEREOF, the parties hereto for themselves, their successors and assigns, have executed this Agreement the day and year first above written.

THE CITY OF SAINT LOUIS

Director of Airports Date

APPROVED AS TO FORM ONLY

City Counselor, Date  
City of St. Louis

Register, Date  
City of St. Louis

COUNTERSIGNED

Comptroller, Date  
City of St. Louis

The foregoing Agreement was approved in substance by the Board of Estimate and Apportionment at its meeting on the day of , 1991.

Secretary,  
Board of Estimate & Apportionment

ATTEST

Secretary Date

AMERICAN AIRLINES, INC.

President Date

Section Two. This being an Ordinance providing for public safety and welfare, it is hereby declared to be an emergency measure as defined in Article IV, Section 20 of the City Charter and shall become effective upon approval by the Mayor of the City of St. Louis.

**Legislative History**

<b>1ST READING</b>	<b>REF TO COMM</b>	<b>COMMITTEE</b>	<b>COMM SUB</b>	<b>COMM AMEND</b>
<b>06/07/91</b>	<b>06/07/91</b>	<b>T&amp;C</b>		
<b>2ND READING</b>	<b>FLOOR AMEND</b>	<b>FLOOR SUB</b>	<b>PERFECTN</b>	<b>PASSAGE</b>
<b>06/21/91</b>			<b>06/27/91</b>	<b>06/30/91</b>
<b>ORDINANCE</b>	<b>VETOED</b>		<b>VETO OVR</b>	
<b>62354</b>				