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OFFICIAL RECORD

Requested By:

DC/MINDEN TAHOE AIRPORT

Assessor's Parcel Number: N/A

Date: DECEMBER 23, 2009

Recording Requested By:

Douglas County - NV  
Karen Ellison - Recorder

Page: 1 Of 9 Fee: 0.00  
BK-1209 PG-5788 RPTT: 0.00



Name: MINDEN-TAHOE AIRPORT

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Real Property Transfer Tax: \$ N/A

CONTRACT #2009.328

(Title of Document)

This page added to provide additional information required by NRS 111.312 Sections 1-2. (Additional recording fee applies)

*This cover page must be typed or legibly hand printed.*

NO. 2009.328

**CONTRACT FOR AIRPORT RAMP MANAGEMENT  
AREA 1  
BETWEEN  
DOUGLAS COUNTY, NEVADA  
AND  
SOAR MINDEN**

2009 DEC 23 AM 10: 19

TERE TANNAN  
CLERK  
*[Signature]*

WHEREAS, Douglas County, is a political subdivision of the State of Nevada, and requires the services of independent contractors; and

WHEREAS, Douglas County owns and maintains the Minden-Tahoe Airport and desires to enter into an agreement with an operator for the rental of tie-down spaces and fee collection at the Airport; and;

WHEREAS, it is deemed that the services of Contractor herein specified are both necessary and desirable and in the best interests of Douglas County; and

WHEREAS, Contractor represents that they are duly qualified, equipped, staffed, ready, willing and able to perform and render the services hereinafter described;

NOW, THEREFORE, in consideration of the agreements herein made, the parties mutually agree as follows:

**1. EFFECTIVE DATE OF CONTRACT.** January 1, 2010 through December 31, 2010.

**2. INDEPENDENT CONTRACTOR STATUS AND PROVISION OF WORKERS COMPENSATION COVERAGE.** The parties agree that Contractor shall have the status of and shall perform all work under this contract as an independent contractor. The parties also agree that this contract, by explicit agreement of the parties, incorporates and applies the provisions of Nev.Rev.Stat. § 284.173, as necessarily adapted, to the parties, including that Contractor is not a County employee and that there shall be no:

- (1) Withholding of income taxes by the County;
- (2) Industrial insurance coverage provided by the County;
- (3) Participation in group insurance plans which may be available to employees of the County;
- (4) Participation or contributions by either the independent contractor or the County to the public employee's retirement system;
- (5) Accumulation of vacation leave or sick leave provided by the County;
- (6) Unemployment compensation coverage provided by the County if the requirements of NRS 612.085 for independent contractors are met.

**3. INSURANCE.** Contractor further agrees, as a precondition to the performance of any work under this contract and as a precondition to any obligation of the County to make any

payment under this contract, to provide the County with a work certificate and/or a certificate issued by a qualified insurer in accordance with Nev.Rev.Stat. §616B.627. Contractor also agrees, prior to commencing any work under the contract, to complete and to provide the following written request to the insurer:

Soar Minden has entered into a contract with Douglas County to perform work beginning January 1, 2010 to December 31, 2010 and requests that the insurer provide to Douglas County 1) a certificate of coverage issued pursuant to Nev. Rev. Stat. § 616.280 and 2) notice of any lapse in coverage or nonpayment of coverage that the contractor is required to maintain. The certificate and notice should be mailed to:

Minden Tahoe Airport  
1146 Airport Road  
Minden, Nevada 89423

Contractor agrees to maintain required workers compensation coverage throughout the entire term of the contract. If Contractor does not maintain coverage throughout the entire term of the contract, Contractor agrees that County may, at any time the coverage is not maintained by Contractor, immediately order the Contractor to stop work, suspend the contract or terminate the contract. For each six-month period this contract is in effect, Contractor agrees, prior to the expiration of the six-month period, to provide another written request to the insurer for the provision of a certificate and notice of lapse in or nonpayment of coverage. If Contractor does not make the request or does not provide the certificate before the expiration of the six-month period, Contractor agrees that County may order the Contractor to immediately stop work and may immediately suspend or terminate the contract.

**4. WORK TO BE PERFORMED.** The parties agree that the services to be performed are as follows:

**A.** Permittee will rent tie-down spaces and collect fees in the area commonly referred to as the main tie-down ramp (as shown in Appendix A – Airport Map). Permittee will be authorized to use this area for the purpose of renting public tie-downs to aircraft. Permittee will provide, at a minimum, monthly and overnight tie-downs to all types of aeronautical users on a non-discriminatory basis. Associated ramp taxiways will remain public thoroughfares.

Permittee shall erect a 2'x3' sign that will denote tie-down rules, procedures and hours, or as determined by the Manager. The location of the sign to be determined by the Manager. Hours of operation shall be 8:00 a.m. to 5:00 p.m., seven days a week. Permittee must obtain, in advance, approval from Manager for any change in hours of operation.

**B.** Permittee shall submit to the Airport Manager for approval proposed rates for tie-down services prior to execution of this agreement. Thirty days prior to their going into effect, Permittee shall submit to the Airport Manager for approval any subsequent rate increase for tie-down services. Any rate increase shall be based on a survey of local area airports within 100 miles from Minden-Tahoe Airport with similar aircraft operations types. If no airport within 100 miles from Minden-Tahoe Airport has similar aircraft operations, then airports will be used that have similar airport operations levels as estimated by the airport operators

**5. PAYMENT.** Contractor agrees to perform the work set forth in paragraph (4) and will pay Minden-Tahoe Airport as a monthly rent, without deduction, set-off, prior notice or demand, the amount of \$845.83 (\$10,150.00 annual/12=\$845.83/month). All rent is due to the Minden-Tahoe Airport in advance on the first day of each month. If the entire rental payment is not received by the Minden-Tahoe Airport within ten (10) days of the due date or if any check is dishonored, Contractor agrees to an additional late fee of 10% of the balance due. Late payments for two consecutive months are grounds for immediate termination of this Contract. This ramp management agreement is separate and exclusive from any Minden-Tahoe Fixed Base Operator Agreement.

**6. Grant Assurance, Non-Discrimination and County Covenants.** All Contractors shall comply with the following terms and conditions which may be modified by County from time to time:

**A.** Contractor shall have the right to conduct aeronautical activities as provided for in their agreement and to provide those services to the public provided the Contractor agrees:

- (1) To furnish said services on a fair, equal and not unjustly discriminatory basis to all users; and
- (2) To charge fair, reasonable and not unjustly discriminatory prices for each unit or service; provided that the Contractor may be allowed to make reasonable and nondiscriminatory prices for each unit or service, provided that the Contractor may make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

**B.** The Contractor for itself, its personal representatives, successors in interest and assigns, as a part of the consideration for this agreement agrees that:

- (1) No person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of the facilities;
- (2) That in the construction of any improvements on, over, or under the land and the furnishing of services, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination; and
- (3) That the Contractor shall use the premises in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation and as said Regulations may be amended.

**C.** The Contractor assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to ensure 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 Contractor 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 Contractor assures that it will require that its covered sub-organizations provide assurances to the Contractor that they similarly will undertake affirmative action programs and that they will require assurances from their sub-organizations, as required by 14 CFR Part 152, Subpart E, to the same effect.

**D.** That, in the event of breach of any of the preceding nondiscrimination covenants, the County shall have the right to terminate this agreement.

**E.** During the time of war or national emergency, the County shall have the right to lease the landing area or any part thereof to the United States Government for military use, and, if such lease is executed, the provisions of this instrument, insofar as they are inconsistent with the provisions of the lease to the Government, shall be suspended.

**F.** No right or privilege has been granted which would prevent any person, firm, or business entity operating aircraft on the Airport from performing any services on its own aircraft with its own regular employees (including, but not limited to, maintenance and repair) that it may choose to perform.

**G.** It is understood and agreed that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right forbidden by Section 308(a) of the Federal Aviation Act of 1958 or for aeronautical activities such as, but not limited to:

- (1) Charter operations;
- (2) Pilot training;
- (3) Aircraft rental;
- (4) Aerial photography;
- (5) Crop-dusting;
- (6) Sale of aviation petroleum products;
- (7) Air carrier operations;
- (8) Aircraft sales, and service incidental thereto; or
- (9) Any other activity which, because of its direct relationship to the operation of aircraft, can be regarded as an aeronautical activity.

**H.** County reserves the right, but not the obligation, in a reasonable and nondiscriminatory manner, to further develop or improve the Airport as it sees fit, regardless of the desires or views of Contractor and without interference or hindrance.

**I.** The County shall have the right, but not the obligation, to maintain and keep in repair the landing areas of the Airport and all publicly owned facilities of the Airport, together with the right to direct and control all activities of Airport operations in this regard.

**J.** All hangars, buildings, properties, vehicles or land leased or operated by Contractor on the Airport, shall be maintained in a clean, attractive, weed-free, well-painted, junk-free condition. If a Contractor has an area where it normally keeps damaged aircraft, aircraft parts, construction fixtures, jigs,



barrels, containers, aviation service vehicles, or other unattractive items, Contractor shall enclose such an area with a screen that will hide such area from public view.

**K.** The County reserves the right to take any action it considers necessary to protect the aerial approaches of the Airport against obstructions together with the right to prevent the erection of any building or other structure on or adjacent to the Airport which would limit the usefulness of the Airport or constitute a hazard to aircraft.

**L.** This agreement shall be subordinate to the provisions of any existing or future agreement between the County and the government of the United States, relative to the operation or maintenance of the Airport.

**M.** Incorporated into this agreement, by reference and as though set forth herein verbatim, are the Airport Zone Chapter 20.668 of the Douglas County Code, and the airport rules and regulations. Further, all parties agree to comply with any and all laws and regulations, including those of the FAA, and will not permit the premises covered by this agreement to be used for any unlawful or improper purpose.

**N.** County may provide for use charges to be paid by those using, occupying, or conducting operations at the Airport. Such charges may be based upon square footage, receipts, or upon another reasonable basis, to be established by the Airport rates and charges resolution or by procedures established by the Nevada Revised Statutes. Contractor agrees to pay to County the charges as they become due and owing under any standards or regulations now or hereafter in effect. Any use charges enacted shall be nondiscriminatory.

**O.** The County may, on account of the breach of any provision of this agreement, including the standards and regulations incorporated by reference, terminate this agreement and eject the party in violation in accordance with the provisions of this agreement.

**P.** Contractor can designate specific tie-down areas within the ramp management area for different types of aircraft (glider, helicopter, and fire-fighting, etc.) predicated on safety, operational needs, and protection of aircraft from damage. Contractor can designate those specific areas as long as section 16(a)(1) of this agreement is complied with. In times of national or local emergency section 16(a)(1) of this agreement is not applicable.

**7. TERMINATION OF CONTRACT.** Either party may revoke this contract without cause, provided that a revocation shall not be effective until 30 days after the party has served written notice upon the other party. All monies due and owing up to the point of termination shall be paid by Minden-Tahoe airport.

**8. COMPLIANCE WITH APPLICABLE LAWS.** Permittee shall fully and completely comply with all applicable local, state and federal laws, regulations, orders, or requirements of any sort in carrying out the obligations of this contract, including, but not limited to, all federal, state, and local accounting procedures and requirements and all immigration and naturalization laws.

**9. AIRPORT RULES, REGULATIONS AND MIMIMUM STANDARDS.** Permittee agrees to abide by and comply with all terms of the Airport rules and regulations and the Minimum Standards for Development for Fixed Base Operators and Airport Permittees. Failure to comply with the Airport rules and regulations or minimum standards may result in fines, suspensions, or termination of this agreement.

**10. PERMITS AND APPROVALS.** Permittee is responsible for obtaining any necessary permits or approvals from any agency having jurisdiction. The Manager is acting for the County solely in its proprietary capacity and not in any governmental capacity unless so stated. This agreement does not constitute governmental approval for this use.

**11. MAINTENANCE, REPAIR AND ALTERATION.** Permittee will maintain the tie-down area, including tie-down cables and markings, in a condition equal to the condition of the area at the time this agreement is executed. Permittee shall not alter or add any existing fixtures or improvements or alter the site in any tie-down without prior written approval of the Manager. Any and all work to be approved by Manager and shall be conducted at Permittee's sole cost and expense. All fixtures, improvements, and additions made in or upon the property shall remain with the site at the termination of this agreement, however terminated, without any compensation being paid by County to Permittee. County will maintain public taxiways or taxilanes.

**12. ASSIGNMENT, TRANSFER OR SUBLETTING.** This agreement is non-transferable in any form or fashion. Permittee shall not assign or sublet Permittee's right under this agreement.

**13. CONSTRUCTION OF CONTRACT.** This contract shall be construed and interpreted according to the laws of the State of Nevada. Any dispute regarding this Contract shall be resolved by binding arbitration, with an arbiter selected from a list maintained by the Nevada Supreme Court of senior judges, with both parties to pay their own attorney fees, and the parties will share the cost of the arbiter. There shall be no presumption for or against the drafter in interpreting or enforcing this Contract.

**14. COMPLIANCE WITH APPLICABLE LAWS.** Contractor shall fully and completely comply with all applicable local state and federal laws, regulations, orders, or requirements of any sort in carrying out the obligations of this contract, including, but not limited to, all federal, state, and local accounting procedures and requirements and all immigration and naturalization laws.

**15. INSPECTION.** The books, records, documents and accounting procedures and practices of Contractor related to this contract shall be subject to inspection, examination and audit by the Minden-Tahoe Airport, Douglas County, including, but not limited to, the contracting agency, the County Manager, the District Attorney, and, if applicable, the Comptroller General of the United States, or any authorized representative of those entities.

**16. DISPOSITION OF CONTRACT MATERIALS.** Any books, reports, studies, photographs, negatives or other documents, data, drawings or other materials supplied to Contractor in the performance of its obligations under this contract shall be the exclusive property of the County and all such materials shall be remitted and delivered, at Contractor's expense, by Contractor to

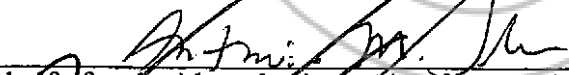
the County upon completion, termination or cancellation of this contract. Alternatively, if the County provides its written approval to Contractor, any books, reports, studies, photographs, negatives or other documents, data, drawings or other materials prepared by or supplied to Contractor in the performance of its obligations under this contract must be retained by Contractor for a minimum of six years after final payment is made and all other pending matters are closed. If at any time during the retention period, the County, in writing, requests any or all of the materials, then Contractor shall promptly remit and deliver the materials, at Contractor's expense, to the County. Contractor shall not use, willingly allow, or cause to have such materials used for any purpose other than the performance of Contractor's obligations under this contract without the prior written consent of the County.

**17. PUBLIC RECORDS LAW.** Contractor expressly agrees that all documents ever submitted, filed, or deposited with the County by Contractor (including those remitted to the County by Contractor pursuant to ¶ 15), unless designated as confidential by a specific statute of the State of Nevada, shall be treated as public records pursuant to NRS ch. 239 and shall be available for inspection and copying by any person, as defined in NRS 239.030, or any governmental entity. Contractor expressly and indefinitely waives all of its rights to bring, including but not limited to, by way of complaint, interpleaded, intervention, or any third party practice, any claims, demands, suits, actions, judgments, or executions, for damages or any other relief, in any administrative or judicial forum, against the County or any of its officers or employees, in either their official or individual capacity, for violations of or infringement of the copyright laws of the United States or of any other nation.

**18. INDEMNIFICATION.** Contractor agrees to indemnify and save and hold the County, its agents and employees harmless from any and all claims, causes of action or liability arising from the performance of this contract by Contractor or Contractor's agents or employees.


**19. MODIFICATION OF CONTRACT.** This contract constitutes the entire contract between the parties and may only be modified by a written amendment signed by the parties and approved by the Board of County Commissioners.

*IN WITNESS WHEREOF, the parties hereto have caused this contract for Ramp Management Services Area 1 to be signed and intend to be legally bound thereby.*

  
On behalf of and with authority to sign for Permittee 12/18/09  
(date)

Keith Kalkman, Minden-Tahoe Airport Manager 12/18/09  
(date)

  
T. Michael Brown 12/21/09  
Douglas County Manager (date)

Attest:  
  
Ted Thran, Douglas County Clerk 12/21/09  
(date)



COPY

**CERTIFIED COPY**

The document to which this certificate is attached is a full, true and correct copy of the original on file and on record in my office.

DATE: Dec 23 2009

THOMAS Clerk of the 9th Judicial District Court of the State of Nevada, in and for the County of Douglas.

By Chris M. Hullock Deputy