

Doc Number: **0818739**

02/22/2013 10:26 AM

OFFICIAL RECORDS

Requested By
DC/MINDEN TAHOE AIRPORT

DOUGLAS COUNTY RECORDERS
Karen Ellison - Recorder

Page: 1 of 14 Fee: \$ 0.00
Bk: 0213 Pg: 5922



Deputy sd

Assessor's Parcel Number: N/A

Date: FEBRUARY 22, 2013

Recording Requested By:

Name: BOBBI THOMPSON/MINDEN-TAHOE AIRPORT
& DEBBIE BEAM/COUNTY MANAGER'S OFFICE

Address: _____

City/State/Zip: _____

Real Property Transfer Tax: \$ N/A

ASSIGNMENT OF CONTRACT #2013.028

(Title of Document)

FILED

2013.028

**ASSIGNMENT OF
CONTRACT FOR PROFESSIONAL SERVICES
BETWEEN
DOUGLAS COUNTY, NEVADA
AND
ABS AVIATION, INC.
13007 W. LINEBAUGH AVENUE, #102, SUITE B
TAMPA, FLORIDA 33626-4489
"CONTRACTOR"**

2013 FEB 22 AM 9:11

TED THRAN
CLERK

[Signature]
DEPUTY

BK: 0219
PG: 5923
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WHEREAS, Douglas County, as Owner, and ABS Aviation Management Services, LLC, entered into an agreement on December 6, 2012 ("Agreement") for management and staffing services necessary to maintain and operate the Minden-Tahoe Airport. This document is recorded with the Douglas County Recorder as document 0814497 in book 1212 at page 3600. The agreement is attached as Exhibit A; and

WHEREAS, ABS Aviation Management Services, LLC has changed its corporate name and structure to ABS Aviation, Inc.; and

WHEREAS, ABS Aviation Management Services, LLC ("Assignor") desires to assign and ABS Aviation, Inc. ("Assignee") desires to assume the duties of the agreement as amended and receive the compensation due for the services; and

WHEREAS, Douglas County ("County") will consent to the proposed assignment.

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


1. EFFECTIVE DATE OF ASSIGNMENT. The assignment in this agreement will take effect on February 21, 2013 and Assignee will take over the Agreement on that date.

2. ASSIGNMENT AND ASSUMPTION. Assignor assigns and transfers to Assignee all its right and interest in the Agreement and Assignee accepts the assignment and assumes and agrees to perform from the date the assignment becomes effective, as a direct obligation to the County, all provisions of the Agreement. Assignee covenants that it (a) approves, ratifies and confirms all terms and provisions of the Agreement, (b) will perform all the duties and obligations imposed on the Assignor by the Contract, and (c) will be bound by all the terms, covenants, provisions, and obligations of Assignor

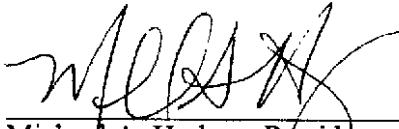
3. REPRESENTATIONS. Assignor represents and warrants to County and Assignee that:
a) All covenants, agreements, and conditions required to be performed or to occur on Assignor's part as of the date of this agreement have been performed or have occurred as required by the Agreement.
b) There is no default under the Contract on the part of any party to the Agreement.

4. OWNER'S CONSENT. Owner consents to this assignment.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment Contract for Airport Management and Consulting Services to be signed and intend to be legally bound thereby.



1/31/13
(date)
Michael A. Hodges, Managing Director
On behalf of and with authority to sign for
ABS Aviation Management Services, LLC
dba ABS Aviation



1/31/13
(date)
Michael A. Hodges, President
On behalf of and with authority to sign for
ABS Aviation, Inc



February 21, 2013
(date)
Greg Lynn, Chair
Douglas County Board of Commissioners

Attest:



February 21, 2013
(date)
Ted Thran, Douglas County Clerk

BY 
CLERK TO THE BOARD

COPY

EXHIBIT A

Doc Number: **0814497**

12/13/2012 09:47 AM

OFFICIAL RECORDS

Requested By
DC/COUNTY MGR'S OFC

DOUGLAS COUNTY RECORDERS
Karen Ellison - Recorder

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Bk: 1212 Pg: 3600



Deputy: sk

Assessor's Parcel Number: N/A

Date: DECEMBER 12, 2012

Recording Requested By:

Name: BOBBI THOMPSON/MINDEN-TAHOE AIRPORT
& DEBBIE BEAM/COUNTY MANAGER'S OFFICE

Address: _____

City/State/Zip: _____

Real Property Transfer Tax: \$ N/A

CONTRACT #2012.271
(Title of Document)

FILED

CONTRACT FOR PROFESSIONAL SERVICES

NO. 2012.271

2012 DEC 12 AM 10:02

**BETWEEN
DOUGLAS COUNTY, NEVADA**

AND

ABS AVIATION MANAGEMENT SERVICES, LLC DBA ABS AVIATION
13007 W. LINEBAUGH AVENUE, #102, SUITE B
TAMPA, FLORIDA 33626-4489
"CONTRACTOR"

THAN
CLERK
DEPUTY

**TO PROVIDE
MINDEN-TAHOE AIRPORT MANAGEMENT, STAFFING AND CONSULTING
SERVICES**

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

WHEREAS, Douglas County desires to employ a private contractor to provide management services for Minden-Tahoe Airport including an airport manager, airport staffing and other airport consulting services; 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 experienced in providing airport management services and are also 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.** February 1, 2013 through January 31, 2018. This Contract may be extended for two (2) additional one (1) year periods, provided that both parties agree in writing not less than 90 days prior to the date of expiration of this Contract. If extended, all provisions of this Contract shall remain in effect.
2. **WORK TO BE PERFORMED.** The parties agree that the services to be performed by Contractor are as follows:
That Contractor will provide Douglas County airport management services at Minden-Tahoe Airport, which shall include all staff required for the maintenance and operation of the Airport as set forth in Exhibit A - Scope of Work. Contractor will be on site at Minden-Tahoe Airport a minimum of seven working days per week during the contract period. Contractor will be provided office space in addition to all equipment and supplies necessary for maintaining and operating the Airport.
3. **PAYMENT FOR SERVICES.** Contractor will be paid not to exceed \$412,000.00 in year one with a 3% annual increase in each of the four successive contract years. The County shall make payments in advance on a monthly basis during the contract period, based on Contractor providing a monthly invoice. Invoices shall be provided to the County no later than the 10th day of the month, with payments to be made direct deposit no later than

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the 28th day of the month for the next month of services. If any position is not filled for more than three (3) months, the Contractor shall not bill the County for the cost of the unfilled position beyond three months. If this Contract is renewed for any successive annual periods pursuant to Paragraph One, the same payment provisions shall apply as set forth above. Contractor fees shall be paid from the Airport Fund. If additional staffing is determined to be necessary, and is mutually approved by both parties, the contract will be amended to cover the cost of the employee(s).

4. TERMINATION OF CONTRACT. Either party may revoke this contract without cause, provided that a revocation shall not be effective until 90 days after the party has served written notice upon the other party. In the event Contractor commits illegal acts or endangers the Airport, this Contract may be terminated immediately by the County. All monies due and owing up to the point of termination shall be paid by Douglas County unless otherwise agreed upon.

5. INDEPENDENT CONTRACTOR STATUS. The parties agree that Contractor shall have the status of and shall perform all work under this agreement as an independent contractor. The parties also agree that this agreement incorporates and applies the provisions of NRS 333.700 to the parties, as necessarily adapted, including that Contractor and its employees are not County employees, and that there shall be:

- (1) No withholding of income taxes by the County;
- (2) No industrial insurance coverage provided by the County;
- (3) No participation in group insurance plans which may be available to employees of the County;
- (4) No participation or contributions by either party to the public employee's retirement system;
- (5) No accumulation of vacation leave or sick leave provided by the County;
- (6) No unemployment compensation coverage provided by the County; and
- (7) Contractor and its employees are not in the classified or unclassified service of the County and have none of the rights or privileges available to officers, employees or other appointees of the County.

6. INDUSTRIAL INSURANCE.

a. 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 and in accordance with NRS §616B.627, to provide the County with the following written statement from a qualified insurer to the County that states the following:

ABS Aviation Management Services, LLC dba ABS Aviation has entered into an appointment with Douglas County to perform Airport management and maintenance duties from February 4, 2013 to January 31, 2018, and is in compliance with the provisions of NRS Chapters 616A to 616D, inclusive. Attached is a certificate of that coverage. Any lapse in coverage or nonpayment of coverage that the Contractor is required to maintain shall be reported to the County by the qualified insurer. The certificate and notice should be mailed to:

*Douglas County Manager
Post Office Box 218
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.

7. CONTRACTOR'S EMPLOYEES. All employees of Contractor shall be subject to a background check conducted by Douglas County. The County maintains the right to not accept Contractor's employees.

8. CONSTRUCTION OF CONTRACT. This contract shall be construed and interpreted according to the laws of the State of Nevada. Any legal action regarding this contract shall be filed and maintained in the Nevada Ninth Judicial District Court. Prior to filing any legal action, the parties agree to participate in mediation, with a mediator to be selected from a list provided by the Nevada Supreme Court of Settlement Judges. Both sides shall pay an equal share of the mediator's fees. Each party shall be responsible for their own attorney fees in mediation or any other legal action. There shall be no presumption for or against the drafter in interpreting or enforcing this contract.

9. 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, all immigration and naturalization laws and all FAA requirements.

10. FAA COMPLIANCE. Contractor will meet all Federal Aviation Administration (FAA) requirements for a safe and compliant Airport. Contractor shall explore all available funding options from the FAA.

11. ASSIGNMENT. This Contract and its obligations cannot be assigned or transferred by either party.

12. COUNTY 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 County, including, but not limited to, the contracting agency, the County Manager, the District Attorney, and any authorized representative of the Federal Aviation Administration or any other Federal entity. Contractor shall maintain all daily Airport operational records in a manner that equals or exceeds current record keeping procedures and that complies with all FAA rules and regulations.

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13. 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. All documents or any other materials prepared by the Contractor under this contract become the sole property of Douglas County and must be delivered to Douglas County. Douglas County has the absolute right to use any materials prepared under this Contract for whatever purpose they may so desire.

14. 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), 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.

15. 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.


16. MODIFICATION OF CONTRACT. This contract constitutes the entire contract between the parties and may only be modified by a written amendment signed by both parties.

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IN WITNESS WHEREOF, the parties hereto have caused this Contract for Airport Management and Consulting Services to be signed and intend to be legally bound thereby.




12/3/12
Michael A. Hodges, Managing Director
(date)
On behalf of and with authority to sign for
ABS Aviation Management Services, LLC
dba ABS Aviation



December 6, 2012
Lee Bonner, Chair
(date)
Douglas County Board of Commissioners

Attest:



December 6, 2012
Ted Thran, Douglas County Clerk
(date)

BY: 
CLERK TO THE BOARD

EXHIBIT A

SCOPE OF WORK
Minden-Tahoe Airport
Airport Management and Consulting Services

ABS Aviation Management Services, LLC will provide the staffing necessary to manage, maintain and operate the Minden-Tahoe Airport. ABS shall provide the following services:

1. **Airport Management:**

- a. Provide for day-to-day management of the Airport.
- b. Ensure that all Airport maintenance services are performed as necessary.
- c. Promote and market the Airport.
- d. Provide sufficient personnel for the performance of maintenance services.
- e. Provide sufficient personnel for office and accounting activities.
- f. Maintain accounting records and files consistent with County systems.
- g. Develop the Airport Capital Improvement Program and provide coordination on grant projects.
- h. Manage leases for land, hangars and tie downs.
- i. Participate as needed at Board meetings and presentations.
- j. Work to maintain a positive relationship with the Federal Aviation Administration.
- k. Maintain a safe operating environment at the Airport.
- l. Maintain the Airport in a fiscally sound manner.
- m. Testify as needed in any Airport lawsuits.
- n. Coordinate and attend the monthly meetings of the Airport Advisory Committee.

2. **Enforce and maintain Airport policies to include:**

- a. Airport Minimum Standards.
- b. Airport Rules and Regulations.
- c. Airport leases and leasing policy.
- d. Airport Use Ordinance.

3. **Provide financial management, oversight and accountability:**

- a. Provide for proper segregation of duties to ensure safeguard of county assets, revenues and expenditures.
- b. Submit to audits, both internal and external, as required by the county.
- c. Purchasing practices will follow similar procedures for checks and balances that the County utilizes.
- d. County management is responsible for reviewing and approving expenditure of funds.
- e. All revenues collected will be deposited in the Airport fund, including proper documentation and reports for the Comptroller's Office.

4. **Provide recommendations as needed or requested based on industry standards for:**

- a. Airport lease language.
- b. Airport rates and fees.
- c. Airport management policies.

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5. **Work with County engineering and planning and contractors on:**
 - a. Airport asphalt maintenance and repair.
 - b. Airport development and projects.
 - c. ACIP approved projects.
 - d. Master Plan approved items.

6. **Develop and implement an Airport Strategic Business Plan:**
 - a. Focus on the business operations of the Airport.
 - b. Monitor and review comparable airports.
 - c. Review and comment on 5-year Capital Improvement Program.
 - d. Facility inventory and maintenance.
 - e. Equipment inventory and maintenance.
 - f. Coordinate Airport events.

7. **Budget review and comments:**
 - a. Review of existing rates and fee schedule and comparison to similar and competing airports.
 - b. Review of expenses for industry consistency.
 - c. Assessment of revenue development opportunities.
 - d. Provide annual budget recommendations.

8. **Monthly reports on activities:**
 - a. Financial reports.
 - b. Activity reports.
 - c. Report to the County Commissioners as requested.

9. **Employees:**
 - a. Staffing shall be as follows:
 - i. Airport Manager.
 - ii. Operations Specialist.
 - iii. Office Manager.
 - iv. 2.5 Maintenance persons.
 - v. Contractor will utilize existing County position descriptions.
 - vi. Contractor will offer existing Airport staff the option to apply for current positions.
 - b. All staff will be subject to background checks by the County and Contractor. Contractor will conduct random drug testing on its employees at a schedule that is acceptable to the County and consistent with industry standards. The County reserves the right to not accept any of Contractor's employees.
 - c. Staff hours
 - i. The office hours will match the hours of other County departments.
 - ii. Maintenance personnel will be on duty a minimum of eight hours a day, 7 days per week.

10. Equipment:

- a. Rolling stock.
 - i. Prepare a detailed inventory and condition analysis of each item.
 - ii. Keep all maintenance logs.
 - iii. Submit requests to the County for necessary equipment replacement.
- b. Office equipment.
 - i. Prepare a detailed inventory and condition analysis of all equipment.
 - ii. Submit requests to the County for necessary equipment replacement.

11. Daily actions

- a. Complete inspection of Airport and structures.
- b. Foreign object debris checks.
- c. Security checks.
- d. Meeting with Airport tenants as requested or required.
- e. Meeting with County officials as requested or required.
- f. Meeting and speaking with community groups as directed by the County.
- g. Airport promotion(s), events and marketing.
- h. Accounting requirements as known or requested by County.
- i. Airport project management.
- j. Airport general maintenance.
 - i. Mowing.
 - ii. Snow plowing.
 - iii. Minor building maintenance.
 - iv. Painting.
 - v. Minor equipment maintenance.
- k. FAA communications.
- l. Lease management.
- m. Public relations.

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 12 2012
 _____ Clerk of the _____ Judicial District Court
 Of the State of Nevada, in and for the County of Douglas.
 By: [Signature] Deputy

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: Feb 22 2013
~~THREN~~ Clerk of the ~~922~~ Judicial District Court
of the State of Nevada, in and for the County of Douglas.
By [Signature] Deputy