

PROFESSIONAL SERVICES AGREEMENT

This Agreement, made this **1st** day of **November**, 2010, by and between the City of Nampa, Canyon County, Idaho, hereinafter referred to as the **CITY**, and **Aviation Management Consulting Group** hereinafter referred to as the **CONSULTANT**.

WHEREAS, the **CITY**, desires to obtain professional services for aviation management consulting services projects, herein referred to as the **PROJECT**; the **CONSULTANT** agrees to perform the various professional services as delineated in the Scope of Work for said **PROJECT**. Each change to the initial Scope of Work will be negotiated by individual Task Order. Any work outside performed by **CONSULTANT** outside the initial Scope of Work without prior written authorization may not be paid by **CITY**.

The **CONSULTANT** acknowledges that they have reviewed the scope of work to be performed under this Agreement and agrees to perform the work in accordance with the terms of payment in this Agreement. The **CONSULTANT** agrees to complete the services delineated and within the specified days, as specified in the Scope of Work.

It is understood and agreed that the **CONSULTANT** is skilled in the professions required to perform the work under this Agreement and that the **CITY** relies upon the skill of the **CONSULTANT** to perform its work in a professional manner, and the **CONSULTANT** thus agrees to so perform its work and the acceptance by the **CITY** does not release the **CONSULTANT** from professional responsibility.

It is mutually agreed by the parties that:

SECTION 1

DATA AND SERVICES TO BE PROVIDED BY CITY

1.1 The following data and/or services are to be provided by the **CITY** without cost to the **CONSULTANT** if the **CITY** has the information available or can readily gather the information.

- A. Provide Airport organizational information to include: history, management documents, and Lessee and Lease information as per **CONSULTANT** Information/Data Request.
- B. Provide current Airport Guiding Documents, Lease / Rental Agreements, Financial Statements including Payroll information as per **CONSULTANT** Information/Data Request.
- C. Provide known Community information, Based Aircraft counts, Aircraft Operations, and Fuel Sales as per **CONSULTANT** Information/Data Request.
- D. Provide access to relevant record drawings, master plans, and other relevant design information of record.

SECTION 2

ADDITIONAL PROVISIONS

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2.1 Billing

The CONSULTANT shall bill for the various services as completed no more frequently than once per month. The amount of the bill shall be in accordance with the actual services completed, not to exceed a total amount as outlined in the Scope of Work Schedule and the CITY shall timely reimburse the CONSULTANT for said completed services.

2.2 Indemnification

CONSULTANT shall indemnify CITY, its agents, officials, and employees, against all suits or claims that may be based on any injury to persons or property and losses and expenses that are the result of an error, omission, or negligent act of CONSULTANT or any person employed by CONSULTANT.

2.3 Insurance Requirements

The CONSULTANT, certifying that they are an independent contractor shall acquire and maintain throughout the term of this contract the following insurance coverage:

- a) General Liability Certificate of Insurance at \$1,000,000
- b) Workers Compensation and Employers Liability Insurance of \$500,000

The limits of said insurance shall not be deemed a limitation of the covenants to indemnify and save and hold harmless the CITY; and if the CITY becomes liable for an amount in excess of the insurance limits, herein provided, CONSULTANT covenants and agrees to indemnify and save and hold harmless CITY from and for all such losses, claims, actions, or judgments for damages or liability to persons or property. ***The General Liability Certificate of Insurance shall name the CITY as an additional insured and shall be provided to the City of Nampa Public Works Department, prior to proceeding with the PROJECT.***

2.4 Independent Contractor

In all matters pertaining to this Agreement, CONSULTANT shall be acting as an independent contractor, and neither CONSULTANT, any officer, employee nor agent of CONSULTANT will be deemed an employee of CITY. The selection and designation of the personnel of the CITY in the performance of this Agreement shall be made by the CITY.

2.5 Notices

Any and all notices required to be given by either of the parties hereto, unless otherwise stated in this Agreement, shall be in writing and be deemed communicated when mailed in the United States mail, certified, return receipt requested, addressed as follows:

CITY	CONSULTANT
Nampa Municipal Airport	Aviation Management Consulting Group
Airport Director	Jeff A. Kohlman
116 Municipal Drive	9085 E. Mineral Circle, Suite 315
Nampa, ID 83687	Centennial, CO 80112-3499

Either party may change their address for the purpose of this paragraph by giving written notice of such change to the other in the manner herein provided.

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2.6 Time is of the Essence

The parties hereto acknowledge and agree that time is strictly of the essence with respect to each and every term, condition and provision hereof, and that the failure to timely perform any of the obligations hereunder shall constitute a breach of and a default under this Agreement by the party so failing to perform.

2.7 Assignment

It is expressly agreed and understood by the parties hereto, that CONSULTANT shall not have the right to assign, transfer, hypothecate or sell any of its rights under this Agreement except upon the prior express written consent of CITY.

2.8 Reports and Information

At such times and in such forms as the CITY may require, there shall be furnished to the CITY such statements, records, reports, data and information as the CITY may request pertaining to matters covered by this Agreement.

2.9 Publication, Reproduction and Use of Material

No material produced in whole or in part under this Agreement shall be subject to copyright in the United States or in any other country. The CITY shall have unrestricted authority to publish, disclose and otherwise use, in whole or in part, any reports, data or other materials prepared under this Agreement. The CITY agrees to indemnify and hold harmless the CONSULTANT from damages or claims resulting from the unauthorized use of its reports, data, or other materials or for uses not related to the PROJECT.

2.10 Compliance with Laws

In performing the scope of services required hereunder, CONSULTANT shall comply with all applicable laws, ordinances, and codes of Federal, State, and Local governments.

2.11 Changes

The CITY may, from time to time, request changes in the scope of services to be performed hereunder. Such changes, including any increase or decrease in the amount of CONSULTANT compensation, and any changes in the time of completion, which are mutually agreed upon by and between the CITY and CONSULTANT, shall be incorporated in written Task Order Amendments to this Agreement.

2.12 Termination for Cause

If, through any cause, CONSULTANT shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if CONSULTANT shall violate any of the covenants, agreements, or stipulations of this Agreement, the CITY shall thereupon have the right to terminate this Agreement by giving written notice to CONSULTANT of such termination and specifying the effective date thereof at least fifteen (15) days before the effective date of such termination. In such event, all finished or unfinished documents, data, maps, studies, surveys, drawings, models, photographs and reports prepared by CONSULTANT under this Agreement shall, at the option of the CITY, become its property, and CONSULTANT shall be entitled to receive just and equitable compensation for any work satisfactorily complete hereunder.

Notwithstanding the above, CONSULTANT shall not be relieved of liability to the CITY for damages sustained by the CITY by virtue of any breach of this Agreement by CONSULTANT,

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and the CITY may withhold any payments to CONSULTANT for the purposes of setoff until such time as the exact amount of damages due the CITY from CONSULTANT is determined. This provision shall survive the termination of this Agreement and shall not relieve CONSULTANT of its liability to the CITY for damages, provided that the amount of such damages shall not exceed the total compensation provided for in Section 3 of this Agreement.

2.13 Termination for Convenience of CITY

The CITY may terminate this Agreement at any time by giving at least fifteen (15) days notice in writing to the CONSULTANT. If the Agreement is terminated by the CITY as provided herein, CONSULTANT will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of CONSULTANT covered by this Agreement, less payments of compensation previously made. If this Agreement is terminated due to the fault of CONSULTANT, Section 2.12 hereof relative to termination shall apply.

2.14 Losing Party Responsible for Reasonable Costs

In the event of any action brought by either party against the other to enforce any of the obligations hereunder or arising out of any dispute concerning the terms and conditions hereby created, the losing party shall pay the prevailing party such reasonable amounts of fees, costs and expenses, including attorneys' fees, as may be set by the Court.

2.15 Binding of Successors

The CITY and the CONSULTANT each binds himself, his partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither the CITY nor the CONSULTANT shall assign, sublet or transfer his interest in this Agreement.

2.16 Authorization to Proceed

Execution of this Agreement by the CITY and CONSULTANT shall constitute authorization for the CONSULTANT to proceed with the work as outlined in the attached Scope of Work.

2.17 Term

The term for this Agreement shall be one year, commencing upon execution of the contract.

Non-Appropriation: The continuation of the terms, conditions, and provisions of this contract beyond the calendar year is subject to approval of and ratification by the City Council.

2.18 Key Personnel

Unless otherwise agreed to by the CITY, the CONSULTANT agrees to utilize the key personnel for PROJECTS involving this contract as indicated in the proposal. Any change in personnel shall be approved by the City of Nampa Public Works Director or assigned representative.

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2.19 Extent of Agreement

This Agreement represents the entire and integrated Agreement between the CITY and the CONSULTANT and supersedes all prior negotiations, representations or agreements, either written or oral.

This Agreement may be amended only by written instrument signed by both CITY and CONSULTANT. Unless otherwise specified, this Agreement shall be governed by the law of the principal place of business of the CITY.

SECTION 3

PAYMENT TO CONSULTANT

NOTE: All elements of the project will be completed for a fixed fee amount of \$75,000. Direct (project related) expenses of \$2,500 are included in the fixed fee amount. Direct expenses include air and ground transportation, lodging, subsistence, and costs for outside services including but not limited to, telephone, facsimile, postage, overnight or courier service, copying, printing, production, packaging, etc.

3.1 Terms of Payment

Fees will be billed monthly based on the actual amount of work completed each month in accordance with the following schedule:

Work Plan	%	Budget	Hours
Initiation and Information Gathering: (CSA)	23.00%	\$17,250.00	100
Initiation and Information Gathering: (PGD)			
First Draft – Airport Management Review: (CSA)	37.50%	\$28,125.00	170
First Draft – Airport Management Review: (PGD)			
Second and Final Draft: (CSA)	11.0%	\$8,250.00	50
Second Draft – Airport Mgmt/Commission Review: (PGD)			
Third Draft – City Review: (PGD)	10.0%	\$7,500.00	45
Fourth Draft – Public Review: (PGD)	17.50%	\$13,125.00	80
Fifth and Final Draft: (PGD)	1.00%	\$750.00	5
TOTAL	100%	\$75,000	450

*NOTE: CSA – Cost of Service Analysis, PGD – Primary Guiding Documents

CITY shall make prompt monthly payments in response to CONSULTANT's monthly invoices. If CITY objects to any invoice submitted by CONSULTANT, CITY shall so advise CONSULTANT in writing, giving the reasons therefore, within thirty days of the date said invoice is received.

If CITY fails to make any payment due CONSULTANT for services and expenses within sixty (60) days of the date invoice is received, the amounts unpaid will be considered past due.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date so indicated.

City of Nampa

Consultant Name & Address:

Aviation Management Consulting Group, INC. *PD*
9085 E. Mineral Circle, Suite 315
Centennial, CO 80112-3499

APPROVED BY:

Tom Dale 11/1/10
Tom Dale, Mayor Date

Paula Meyer 10/27/10
Signature Date

ATTEST:

PAULA A. MEYER, PRINCIPAL
Print Name & Title

Diana Lambing 11/1/10
Diana Lambing, City Clerk Date

Signature Date

APPROVED BY:

Print Name & Title

Colleen Hartnett 10-28-10
Colleen Hartnett Date
Airport Director

1. Scope of Work and Work Plan**A. Cost of Service Analysis (CSA)****1. Scope of Work**

AMCG will review the Airport's historical financial records and work closely with Airport management to allocate the Airport's revenue and costs by function (e.g., governance, airside, landside, aviation real estate, and non aviation real estate). These allocations will be further broken down into secondary elements (e.g., for aviation real estate - tiedown, shade hangar, T-Hangar, community hangar, etc.). The cost allocated to each of the secondary elements will be conveyed on a per unit basis (e.g., per acre for land, per square foot for buildings, per space for tiedowns and shade hangars, per gallon for fuel storage facilities, etc.). This information will provide the framework for the development of a financial structure that will enable the Airport to be as self-sustaining as possible given the circumstances that exist (so as to comply with the FAA Airport Assurances).

2. Work Plan*a. Initiation and Information Gathering*

1. Airport management will compile relevant and pertinent information, data, and documentation on: (1) the community, (2) the market, and (3) the Airport including detailed financial information, data, and documentation (e.g., budgets, balance sheets, income statements, depreciation and payroll schedules, etc.).
 - a. AMCG will provide an Information/Data Request to Airport management to help facilitate the information gathering process.
2. AMCG will review and analyze the information, data, and documentation provided by Airport management and conduct internal research.
3. AMCG will conduct a field visit (first field visit)
 - a. This will include: (1) a project "kick-off" (initialization) meeting with representatives of the City, Airport management, and the Airport Commission, (2) a tour of the Airport, and (3) a review of all commercial and non-commercial activities occurring (or anticipated to occur) at the Airport.
4. AMCG will review and analyze additional information, data, and documentation provided/obtained and conduct additional internal research.

b. First Draft – Airport Management Review

1. AMCG will develop the first draft of the Cost of Service Analysis Study (CSA document).
2. AMCG will provide the first draft of the CSA document to Airport Management for review.
3. AMCG will conduct a "working session", by telephone, with Airport Management to review the first draft of the CSA document and solicit comments and input (i.e., provide the opportunity for Airport Management to provide comments and input).

4. AMCG will revise the first draft of the document based upon the comments and input provided by Airport Management during the “working session”.

c. *Final Document*

1. AMCG will provide the final document to Airport Management.

B. Primary Guiding Documents (PGDs)

1. Scope of Work

a. *Develop New General Aviation Leasing/Rents and Fees Policy*

AMCG will work closely with Airport management to develop a new General Aviation Leasing/Rents and Fees Policy (Policy) that will: (1) set forth the parameters for leasing Airport land and improvements (for general aviation purposes) and (2) outline the process for establishing and adjusting general aviation rents and fees at the Airport.

An outline of the Policy is provided in Section 4. Attachments. This outline is representative of Airport management’s expectations regarding: (1) the structure and content of the document (in general) and (2) the areas that the Policy will address (in particular). The Policy (and related documents) will not be included in, integrated into, or adopted as part of the Nampa City Code (“City Code”).

While the following products and/or services can be provided by AMCG, as part of this project, AMCG will not: (1) conduct any type of rent and/or fee study (to ascertain rents and/or determine fees), (2) update the Airport’s Schedule of Rents and Fees, (3) conduct any type of operational, managerial, or legal review, evaluation, or audit, and (4) prepare any type of strategic, business, and/or marketing plan (or related documents). In addition, AMCG will not render any legal observations, opinions, or recommendations.

AMCG will ensure that its recommendations are: (1) consistent with the City’s Airport Assurances, (2) consistent with all other applicable airport compliance-related directives issued by the FAA, and (3) relevant, reasonable, and appropriate for the activities, the Airport, and the market.

b. *Develop New General Aviation Minimum Standards (and Related Documents)*

AMCG will work closely with Airport management to develop new General Aviation Minimum Standards (Minimum Standards) for engaging in certain commercial (and non-commercial) aeronautical activities at the Airport.

By definition, Minimum Standards are the “qualifications that may be established by an airport owner/operator as the minimum requirements to be met as a condition for the right to conduct an aeronautical activity on the airport”. The purpose of Minimum Standards is “to provide a fair and reasonable opportunity, without unlawful discrimination, to all applicants or operators to qualify, or otherwise compete, to occupy available airport land and/or improvements and engage in authorized (general aviation) aeronautical activities at an airport”.

An outline of Minimum Standards (and General Provisions) is provided in Section 4. Attachments. This outline is representative of the Airport management's expectations regarding: (1) the structure and content of the Minimum Standards document, (2) the areas the document will address (in general), and (3) the types of commercial aeronautical activities (or operators – FBOs and SASOs) and non-commercial aeronautical activities (or non-commercial entities) the document will address (in particular). Airport management acknowledges that the activities currently occurring at the Airport are identified in the outline. The Minimum Standards (and related documents) will not be included in, integrated into, or adopted as part of the City Code.

In addition, AMCG will (working closely with Airport management) develop General Provisions, a General Aviation Operator and Lessee Application (Application), a General Aviation Operator Permit (Permit), and a Non-Commercial Self-Fueling Application/Permit (Application/Permit).

AMCG will ensure that its recommendations are consistent with: (1) the City's Airport Assurances, (2) FAA Advisory Circular No. 150/5190-7 (Minimum Standards for Commercial Aeronautical Activities), (3) FAA Advisory Circular No. 150/5190-6 (Exclusive Rights at Federally-Obligated Airports), (4) FAA Order 5190.6B (Airports Compliance Manual), and (5) all other applicable airport compliance-related directives issued by the FAA. AMCG will also ensure that its recommendations are relevant, reasonable, and appropriate for the activities, the Airport, and the market.

c. Update Existing Rules and Regulations

AMCG will work closely with Airport management to update the existing Rules and Regulations for the Airport.

By definition, Rules and Regulations protect the public health, safety, interest, and welfare on an airport and restrict any activity or action that would interfere with the safe, orderly, and efficient operation and use of an airport.

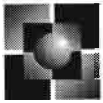
An outline of Rules and Regulations is provided in Section 4. Attachments. This outline is representative of Airport management's expectations regarding: (1) the structure and content of the document (in general) and (2) the areas that the document will address (in particular). Rules and Regulations (and related documents) will not be included in, integrated into, or adopted as part of the City Code.

AMCG will ensure that its recommendations are consistent with: (1) the City's Airport (Sponsor) Assurances, (2) applicable FAA Advisory Circulars, and (3) all other applicable airport compliance-related directives issued by the FAA. AMCG will ensure that its recommendations are relevant, reasonable, and appropriate for the activities, the Airport, and the market.

2. Work Plan

a. Initiation and Information Gathering

1. Airport management will compile relevant and pertinent information, data, and documentation on: (1) the community, (2) the market, and (3) the Airport including the commercial operators (i.e., FBOs and SASOs) and the non-commercial entities (flight departments and others) located at the Airport.



SCOPE OF WORK, WORK PLAN, BUDGET, AND SCHEDULE

- a. AMCG will provide an Information/Data Request to Airport management to help facilitate the information gathering process.
2. AMCG will review and analyze the information, data, and documentation provided by Airport management and conduct internal research.
3. Airport management will conduct an inventory and prepare worksheets identifying the land and improvements (by leasehold, by component) currently being occupied at the Airport and the products, services, and facilities currently being provided (and the vehicles, equipment, and personnel currently being deployed) by the FBO and SASOs at the Airport (and the land and improvements – by leasehold, by component – currently being occupied by non-commercial entities at the Airport).
 - a. Components will include: land (improved and unimproved) and improvements (i.e., apron, vehicle parking, terminal buildings, hangar, office, shop, storage, fuel storage facilities, etc.).
 - b. AMCG will provide a sample worksheet to Airport management to help facilitate the inventory process.
4. Airport management will provide the completed worksheets to AMCG.
5. AMCG will conduct a field visit (first field visit).
 - a. This will include: (1) a project “kick-off” (initialization) meeting with representatives of the City, Airport management, and the Airport Commission, (2) a tour of the FBO, SASOs, and non-commercial entities leased premises (and the areas of each airport that could potentially be leased and/or developed in the future), and (3) meetings with select stakeholders (e.g., the FBO and a representative sampling of SASOs and non-commercial entities, as determined by Airport management working in collaboration with AMCG) to gain a better understanding of the Airport operating environment and the range, level, and quality of products, services, and facilities currently being provided at the Airport.
 - i. The number of select stakeholders is expected to range from 5 to 10 and will not exceed a total of 10 parties. Airport management will be responsible for scheduling the on-site meetings and tour(s) and will coordinate such scheduling with AMCG.
6. AMCG will review and analyze additional information, data, and documentation provided/obtained and conduct additional research.
7. AMCG will provide minimum standards recommendations to Airport management for review.
8. Airport management will review the minimum standards recommendations.
9. AMCG will conduct a “working session”, by telephone, with Airport management to review the work, minimum standards recommendations, and solicit comments, input, and direction.

b. First Draft – Airport Management Review

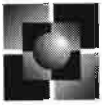
1. AMCG will develop the first draft of the General Provisions, Leasing/Rents and Fees Policy, Minimum Standards, Rules and Regulations, Application, Permit, and Application/Permit (hereinafter collectively referred to as documents) based upon the comments, input, and direction provided by Airport management during the working session.
2. AMCG will provide the first draft of the documents to Airport management for review.
3. Airport management will review the first draft of the documents (Airport management review period).
4. Upon conclusion of the review period, Airport management will prepare a compilation of all comments and provide it to AMCG.
5. AMCG will conduct a “working session”, by telephone, with Airport management to review the comments relating to the first draft of the documents and solicit input and direction.
6. AMCG will revise the first draft of the documents based upon input and direction provided by Airport management during the working session.

c. Second Draft – Airport Management/Commission Review

1. AMCG will provide the second draft of the documents to Airport management and the Airport Commission for review.
 - a. Airport management will initialize and manage the review process.
2. Airport management and the Airport Commission will review the second draft of the documents (Airport management and Airport Commission review period).
3. Upon conclusion of the review period, Airport management will prepare a compilation of all comments and provide it to AMCG.
4. AMCG will conduct a “working session”, by telephone, with Airport management and the Airport Commission to review the comments relating to the second draft of the documents and solicit input and direction.
5. AMCG will revise the second draft of the documents based upon input and direction provided by Airport management and the Airport Commission during the working session.

d. Third Draft – City Review

1. AMCG will provide the third draft of the documents for review by other City departments.
 - a. Airport management will initialize and manage the review process.
2. The other City departments will review the third draft of the documents (other City departments review period).
3. Upon conclusion of the other City departments review period, Airport management will prepare a compilation of all comments and provide it to AMCG.



SCOPE OF WORK, WORK PLAN, BUDGET, AND SCHEDULE

4. AMCG will conduct a “working session”, by telephone, with Airport management and representatives of other City departments to review the comments relating to the third draft of the documents and solicit input and direction.
 5. AMCG will revise the third draft of the documents based upon input and direction provided by Airport management and other City departments during the working session.
- e. *Fourth Draft – Public Review*
1. AMCG will provide the fourth draft of the documents for review by airport operators (the FBO and SASOs), non-commercial lessees, and other stakeholders.
 - a. Airport management will initialize and manage the public review process.
 2. The public will review the fourth draft of the documents (public review period).
 3. Airport management will compile comments (as comments are received from the public) and provide a compilation of all comments received at two (2) intervals – two (2) weeks prior and one (1) week prior to the public forum (second field visit).
 4. AMCG will conduct a “public forum” (second field visit) to provide the opportunity for airport operators (FBO and SASOs), non-commercial lessees, and other stakeholders to ask questions and provide additional comments.
 5. Upon conclusion of the public review period, Airport management will provide a final compilation of all comments received from the public (prior to and during the public forum) and provide it (the final compilation) to AMCG.
 6. AMCG will conduct a “working session”, by telephone, with Airport management to review the comments relating to the fourth draft of the documents and solicit input and direction.
 7. AMCG will revise the fourth draft of the documents based upon input and direction provided by Airport management during the working session.
 8. AMCG will develop responses to the comments received from the public that were “not” addressed (in some way) in the fourth draft of the documents.
- f. *Fifth and Final Draft – For Adoption*
1. AMCG will provide the fifth and final draft of the documents to Airport management.
 2. Airport management will present the fifth and final draft of the documents to the City (governing body) for adoption.
- g. *Comment Compilation and Response*
1. Upon conclusion of all review periods, Airport management will prepare a compilation of all comments submitted by all sources and AMCG will respond to the comments by indicating that, in AMCG’s opinion: (1) a change is “not” merited/should not be made (and why) or (2) change is merited/should be



made (and why). If it is AMCG's opinion that change is merited/should be made, depending upon the nature of the change, AMCG will either: (1) make a recommendation regarding the change that is merited/should be made or (2) work with Airport management to formulate a recommended change.

- a. If the number of comments is excessive, the time required to address the comments (in particular, to address comments, where, in the opinion of AMCG, change is "not" merited/should not be made) is excessive, and/or or the time required to formulate a response is excessive, AMCG's services will be provided on an hourly basis in accordance with AMCG's hourly fee schedule.
 2. Airport management will be responsible for setting-up an on-line mechanism (e.g., a webpage linked to the City's website and/or Airport management's webpage) to capture and compile comments in an electronic format. All other (non-electronic) comments will be put into the same electronic format by Airport management to help facilitate the response process.
- h. Work Products*
1. Throughout the course of this project, AMCG's work products shall be provided to the City in hardcopy or uneditable digital formats only. No editable digital versions of AMCG's work products will be provided to the City or any other party throughout the course of this project.
 2. Once the scope of work has been fully performed (completed) by AMCG and the entire amount of compensation has been paid to AMCG by the City, AMCG's work products shall be provided to the City in editable digital format.
 - a. AMCG work products (1) shall only be used by the City for the specific purpose identified and/or intended, (2) shall not be taken and/or used "out of context", (3) shall not be provided by the City (in an editable digital format) to any third party, and (4) shall not be posted by the City on any website (in an editable digital format) which is accessible to any third party.

2. Budget

C. All Elements

AMCG will provide high quality, comprehensive, and fully responsive services and work products (deliverables) to the City.

Within this context, all elements of the project will be completed for a fixed fee amount of \$75,000 which includes an expense allocation of \$2,500. The fixed fee amount is based upon: (1) the scope of work, the work plan, and the schedule (described herein), (2) the completion of all elements of the scope of work in the sequence and within the timeframes (identified herein), (3) AMCG's understanding of the current situation, the Airport, and the market, and (4) AMCG's experience with similar projects. The fixed fee amount includes two field visits.

AMCG will invoice the City on a progressive basis predicated upon the amount (percentage) of work completed each month, in accordance with the following schedule.

Work Plan	Estimated Percentage	Estimated Budget	Estimated Hours
a. Initiation and Information Gathering (CSA and PGDs)	23.00%	\$ 17,250	100
b. First Draft - Airport Management Review (CSA and PGDs)	37.50%	\$ 28,125	170
c. Second and Final Draft (CSA) c. Second Draft - Airport Management/Commission Review	11.00%	\$ 8,250	50
d. Third Draft - City Review (PGDs)	10.00%	\$ 7,500	45
e. Fourth Draft - Public Review (PGDs)	17.50%	\$ 13,125	80
f. Fifth and Final Draft (PGDs)	1.00%	\$ 750	5
Total	100%	\$ 75,000	450

If all elements of the scope of work are not completed in the sequence and within the timeframes (identified herein), AMCG may increase the fixed fee amount. If AMCG provides services beyond or outside of the scope of work and/or the work plan, the City agrees to compensate AMCG on an hourly basis in accordance with AMCG's hourly fee schedule which currently ranges (and will continue to be effective through 12/31/10 and subject to change thereafter) from \$60 to \$260 per hour depending upon the work being performed (and by whom) or the parties may negotiate a mutually agreeable fixed fee. In either case, the City shall not be liable for any additional fees above or beyond the fixed fee amount unless the City first approves such fees.

Direct (project related) expenses (up to the allocation amount) are included in the fixed fee amount. Any expenses in excess of the allocation amount) will be passed through to the City at cost without mark-up. Direct (project related) expenses include air and ground transportation, lodging, subsistence, and costs for outside services including, but not limited, to telephone, facsimile, postage, overnight or courier service, copying, printing, production, packaging, etc.

4. Attachments

PRIMARY GUIDING DOCUMENTS

Definition: A compendium of policies, standards, guidelines, rules, and regulations that govern the operation, management, and development of an airport.

Purpose: In combination, these documents are designed to: (1) ensure the long-term financial health of an airport, (2) facilitate (foster) the orderly development of an airport, (3) ensure the provision of quality products, services, and facilities at an airport, (4) protect the health, safety, interest, and general welfare of the public, and (5) reduce the potential for conflict with tenants, consumers, and users.

Content: The Primary Guiding Documents package of documents (compendium) is typically comprised of the following:

MISSION, VISION, AND VALUES

In this section, the mission, vision, and values of the airport (and the airport sponsor) are identified. This sets the stage for the Primary Guiding Documents package of documents.

GENERAL PROVISIONS (GENERAL AVIATION)

The provisions, which are common to all Primary Guiding Documents, are typically consolidated in this section to eliminate redundancy (as opposed to restating them in each document). In addition, the key words that are utilized throughout the Primary Guiding Documents package of documents are typically defined in this section.

LEASING/RENTS AND FEES POLICY (GENERAL AVIATION)

This document sets forth the parameters for leasing airport land and improvements for general aviation purposes and outlines the process for establishing and adjusting general aviation rents and fees.

MINIMUM STANDARDS (GENERAL AVIATION)

This document establishes the qualifications that must met as a condition for the right to conduct an aeronautical activity at an airport.

RULES AND REGULATIONS

This document sets forth the rules and regulations for the safe, orderly, and efficient operation and use of an airport.

DEVELOPMENT GUIDELINES

This document sets forth the parameters governing the design, development (construction) and/or modifications of general aviation improvements at an airport.

STANDARD LEASE AGREEMENTS (GENERAL AVIATION)

This section contains the standard lease agreements that are utilized to facilitate the lease, use, and/or occupancy of airport land and/or improvements for general aviation purposes and the provision of aviation products, services, and facilities at the airport. This section would typically contain standard lease agreements for aeronautical (commercial and non-commercial) use and/or occupancy of airport land and/or improvements for general aviation purposes.

GENERAL PROVISIONS

These provisions, which are common to all Primary Guiding Documents, are typically consolidated in one section to eliminate redundancy (as opposed to restating them in each document). In addition, this section defines the key words that are utilized throughout the Primary Guiding Documents package of documents.

The sections (key elements) typically included in this document follow:

1. GENERAL PROVISIONS

- 1.1. Purpose
- 1.2. Definitions
- 1.3. Governing Body
- 1.4. Authority to Adopt
- 1.5. Statement of Policy
- 1.6. Non-Discrimination
- 1.7. Airport Management
- 1.8. Effective Date
- 1.9. Compliance with Regulatory Measures and Agreements
- 1.10. Conflicting Regulatory Measures and Agreements
- 1.11. Right to Self-Service
- 1.12. Prohibited Activities
- 1.13. Fines or Penalties
- 1.14. Severability
- 1.15. Subordination
- 1.16. Notices, Requests for Approval, Applications, and Other Filings
- 1.17. Amendments
- 1.18. Variance or Exemption
- 1.19. Pioneering Period
- 1.20. Enforcement
- 1.21. Disputes
- 1.22. Rights and Privileges Reserved
- 1.23. Possible Grounds for Rejecting Application

2. DEFINITIONS

LEASING/RENTS AND FEES POLICY

Definition: An approved document that sets forth the parameters for leasing airport land and improvements (for general aviation purposes) and outlines the process for establishing and adjusting general aviation rents and fees.

Purpose: To convey the airport's general aviation leasing (and rates and charges) policies and practices.

The sections (key elements) typically included in this document follow:

1. INTRODUCTION

- 1.1. Statement of Policy
- 1.2. Conflicts with Existing Agreements
- 1.3. General Provisions

2. LEASING AIRPORT LAND AND/OR IMPROVEMENTS

- 2.1. Application
- 2.2. Approval Process
- 2.3. Competitive Process
- 2.4. Demonstrating Immediate Need
- 2.5. Public Disclosure

3. AGREEMENTS

- 3.1. General/Introduction
- 3.2. Use of Leased Premises
- 3.3. Subleasing
- 3.4. Transfer of Interest
- 3.5. Term
- 3.6. Improvements
- 3.7. Responsibilities
- 3.8. Condemnation
- 3.9. Relocation
- 3.10. Default

4. RENTS AND FEES

- 4.1. General/Introduction
- 4.2. Establishment of Market Rent
- 4.3. Adjustment of Rents
- 4.4. Establishment and Adjustment of Fees
- 4.5. Payment of Rents, Fees, and Other Charges
- 4.6. Bookkeeping and Records

5. APPENDIX

- 5.1. Advertising Guidelines
- 5.2. RFQ/RFP Document Guidelines
- 5.3. Standard Sublease Form Requirements
- 5.4. Establishment of Market Value
- 5.5. Appraiser Qualifications
- 5.6. Appraisal Requirements
- 5.7. Dispute Resolution

MINIMUM STANDARDS

Definition: The FAA defines Minimum Standards as the “qualifications that may be established by an airport owner as the minimum requirements to be met as a condition for the right to conduct an aeronautical activity at an airport.”

Purpose: To provide a reasonable opportunity, without unlawful discrimination, to all applicants to qualify, or otherwise compete, to occupy available airport land and/or improvements and engage in authorized aeronautical activities at an airport. In essence, by providing consistent threshold requirements (for engaging in aeronautical activities at an airport), minimum standards “level the playing field” and promote “fair competition” among operators.

The sections (key elements) typically included in this document follow:

1. INTRODUCTION

- 1.1. Purpose and Scope
- 1.2. General Provisions
- 1.3. Exclusive Rights
- 1.4. Applicability

2. GENERAL REQUIREMENTS

- 2.1. Introduction
- 2.2. Experience/Capability
- 2.3. Agreement
- 2.4. Payment of Rents, Fees, and Charges
- 2.5. Leased Premises
- 2.6. Facility Maintenance
- 2.7. Products, Services, and Facilities
- 2.8. Licenses, Permits, Certifications, and Ratings
- 2.9. Employees
- 2.10. Aircraft, Equipment, and Vehicles
- 2.11. Hours of Activity
- 2.12. Security
- 2.13. Insurance
- 2.14. Indemnification and Hold Harmless
- 2.15. Taxes
- 2.16. Multiple Activities

3. FIXED BASE OPERATOR (FBO)

- 3.1. Introduction
- 3.2. Scope of Activity
- 3.3. Leased Premises
- 3.4. Fuel Storage
- 3.5. Fueling Reports
- 3.6. Fueling Equipment
- 3.7. Equipment
- 3.8. Employees
- 3.9. Hours of Activity
- 3.10. Licenses and Certifications
- 3.11. Aircraft Removal

4. AIRCRAFT MAINTENANCE OPERATOR (SASO)

- 4.1. Introduction
- 4.2. Leased Premises
- 4.3. Licenses and Certification
- 4.4. Employees
- 4.5. Equipment

5. AVIONICS OR INSTRUMENT MAINTENANCE OPERATOR (SASO)

- 5.1. Introduction
- 5.2. Leased Premises
- 5.3. Licenses and Certifications
- 5.4. Employees
- 5.5. Equipment

6. AIRCRAFT RENTAL OR FLIGHT TRAINING OPERATOR (SASO)

- 6.1. Introduction
- 6.2. Leased Premises
- 6.3. Licenses and Certifications
- 6.4. Employees
- 6.5. Equipment
- 6.6. Hours of Activity
- 6.7. Insurance Disclosure

7. AIRCRAFT CHARTER OR AIRCRAFT MANAGEMENT OPERATOR (SASO)

- 7.1. Introduction
- 7.2. Leased Premises
- 7.3. Licenses and Certifications
- 7.4. Employees
- 7.5. Equipment
- 7.6. Hours of Activity

8. AIRCRAFT SALES OPERATOR (SASO)

- 8.1. Introduction
- 8.2. Leased Premises
- 8.3. Dealership
- 8.4. Licenses and Certifications
- 8.5. Employees
- 8.6. Sales Guarantee or Warranty

9. AIRCRAFT STORAGE OPERATOR

- 9.1. Introduction
- 9.2. Leased Premises
- 9.3. Hours of Activity

10. OTHER COMMERCIAL AERONAUTICAL ACTIVITIES (SASO)

- 10.1. Introduction
- 10.2. Leased Premises
- 10.3. Employees
- 10.4. Equipment
- 10.5. Hours of Activity

- 11. TEMPORARY SPECIALIZED AERONAUTICAL SERVICE OPERATOR (SASO)**
 - 11.1. Introduction
 - 11.2. Scope of Activity
 - 11.3. General Aviation Operator and Lessee Permit
 - 12. GENERAL AVIATION OPERATOR PERMIT**
 - 12.1. Application
 - 12.2. Approved General Aviation Operator Permit
 - 12.3. Existing Operator with an Existing Agreement
 - 12.4. Non-Commercial Entities
 - 13. NON-COMMERCIAL HANGAR LESSEE**
 - 13.1. Introduction
 - 13.2. Leased Premises
 - 13.3. Ownership Structure
 - 14. NON-COMMERCIAL (PRIVATE) FLYING CLUB**
 - 14.1. General Requirements
 - 15. GENERAL AVIATION SELF-FUELING PERMITTEE**
 - 15.1. Introduction
 - 15.2. Permit/Approval
 - 15.3. Fueling Reports
 - 15.4. Fuel Storage
 - 15.5. Fueling Equipment
 - 15.6. Limitations
 - 15.7. Emergency Public Service
- SUPPLEMENTAL (STANDALONE) DOCUMENTATION**
- a) Minimum Insurance Requirements
 - b) General Aviation Operator and Lessee Application
 - c) General Aviation Operator Permit
 - d) Non-Commercial Self-Fueling Application/Permit

RULES AND REGULATIONS

Definitions: An approved document that sets forth the rules and regulations for the safe, orderly, and efficient operation and use of the airport.

Purpose: To protect the public health, safety, interest, and welfare on an airport and to restrict any activity or action that would interfere with the safe, orderly, and efficient operation and use of an airport.

The sections (key elements) typically included in this document follow:

1. GENERAL RULES AND REGULATIONS

- 1.1. Purpose
- 1.2. General Provisions
- 1.3. Enforcement
- 1.4. Access To, Entry Upon, or Use of the Airport
- 1.5. Restricted Areas and Sterile Areas
- 1.6. Airport Identification Badge
- 1.7. Security
- 1.8. Commercial Aeronautical Activities
- 1.9. Accidents
- 1.10. Solicitation, Picketing, and Demonstrations
- 1.11. Signage and Advertisements
- 1.12. General Conduct
- 1.13. Abandoned, Derelict, or Lost Property
- 1.14. Use of Roadways and Walkways
- 1.15. Animals
- 1.16. Weapons and Explosives
- 1.17. Alcoholic Beverages
- 1.18. Use of Public Areas
- 1.19. Trash Receptacles
- 1.20. Public Address System
- 1.21. Fire and Flammable Materials
- 1.22. Hazardous Materials
- 1.23. Environmental (Hazardous Materials) Clean Up
- 1.24. Painting
- 1.25. Emergency Conditions
- 1.26. Special Events

2. AIRCRAFT RULES AND REGULATIONS

- 2.1. Regulatory Measures
- 2.2. Disabled or Non-Airworthy Aircraft
- 2.3. Based Aircraft Registration
- 2.4. Hours of Operation
- 2.5. Accidents
- 2.6. Prohibiting Use of the Airport
- 2.7. Maintenance
- 2.8. Cleaning
- 2.9. Deicing
- 2.10. Engine Operation
- 2.11. Parking and Storage



- 2.12. Security
- 2.13. Operations
- 2.14. Taxing and Towing Operations
- 2.15. Rotorcraft Operations
- 2.16. Noise Abatement Procedures
- 2.17. Restricted Activities
- 2.18. Fees and/or Charges

3. VEHICLE RULES AND REGULATIONS

- 3.1. Regulatory Measures
- 3.2. Licensing and Permit
- 3.3. Equipment
- 3.4. Operations
- 3.5. Air Operations Area
- 3.6. Movement Area
- 3.7. Accidents
- 3.8. Cleaning and Maintenance
- 3.9. Parking or Stopping
- 3.10. Fees and/or Charges

4. OPERATOR, LESSEE, AND SUBLESSEE RULES AND REGULATIONS

- 4.1. Employee Background Check
- 4.2. Security
- 4.3. Construction or Alteration of Improvements
- 4.4. Maintenance of Premises
- 4.5. Fire Prevention
- 4.6. Heating Equipment
- 4.7. Aircraft Hangars
- 4.8. Aircraft Tiedowns
- 4.9. Storage of Materials and Equipment
- 4.10. Compressed Gases
- 4.11. Lubricating Oils
- 4.12. Baggage Conveyor System
- 4.13. Right of Entry

5. REFUELING, DEFUELING, AND FUEL STORAGE

- 5.1. Regulatory Measures
- 5.2. Agreement
- 5.3. Training
- 5.4. Refueling, Defueling, and Fuel Storage Operations
- 5.5. Storage of Refueling Vehicles
- 5.6. Maintenance of Refueling Vehicles and Equipment
- 5.7. Refueling Vehicles and Equipment
- 5.8. Fuel Storage Facilities