

Agreement for Services

This Agreement for Services ("Agreement") is by and between Midwest Air Traffic Control Service, Inc. with offices at 7285 W. 132nd Street, Suite 340, Overland Park KS 66213 ("Midwest") and Truckee-Tahoe Airport District, 10356 Truckee Airport Road, Truckee, CA 96161 ("Airport"), individually "Party" and collectively "Parties."

In consideration of the mutual covenants and agreements contained herein, the Parties agree as follows:

1. Scope of Services/Performance Work Statement ("Services").

a. During the term of this Agreement, Midwest will provide one dedicated resource personnel at the Airport, for 40 hours per week on a schedule to be coordinated jointly by Hardy Bullock, Director of Aviation & Community Services, and Bill Ellis, Consultant to Midwest ATC, and such schedule may vary based on Airport needs as determined jointly by Bullock and Ellis.

b. The dedicated resource personnel will work with Airport staff to improve and enhance the Airport's current Unicom operation including, among other things:

- i. Monitoring current Unicom operations and assist with the development of a Standard operating procedure
- ii. Enhance use and understanding of the Airport Noise Abatement Procedures
- iii. Establishing an operational baseline for the current level of services;
- iv. Identifying methodologies, procedures, and good operating practices to enable airport Unicom staff to improve Unicom services Airport provides;
- v. Conducting site selection activities for temporary tower placement.
- vi. Preparing Airport staff for a possible transition to a full air traffic control environment beginning in the summer of 2017.

c. Midwest enters into this agreement, and will remain throughout the term of the agreement, as an independent contractor. Midwest agrees that it is not and will not become an employee, partner, agent, or principal of Airport while this agreement is in effect. Midwest agrees it is not entitled to the rights or benefits afforded to Airport's employees, including disability or unemployment insurance, workers compensation, medical insurance, sick leave, or any other employment benefit. Midwest is responsible for providing, at its own expense, disability, unemployment, and other insurance, workers compensation, training, permits, and licenses for itself and for its employees and subcontractors

d. Neither this agreement nor any duties or obligations under this agreement may be assigned by Midwest without the prior written consent of Airport

2. Change in Scope of Services. Either Party may, from time to time, request a change in the scope of the Services to be rendered. Any change in scope of Services shall be reduced to a writing signed by the Parties, including, in detail, whether such change would result in a change in fees, expenses or other costs, or any material impact such change could reasonably be expected to have on the Services. In the event of such change in scope of Services, Midwest shall use commercially reasonable efforts to minimize any additional fees, expenses and other costs associated with such change.

3. Payment Terms. For services rendered, Airport will pay to Midwest, per the below schedule, for fees, expenses and other costs to include Services, travel, insurance and expenses incidental thereto, and other cost or expense associated with the provision of Services; however, if Midwest can reduce cost or expense through travel, cost insurance or other similar things, such reduction will reduce invoice(s):

Period Invoiced	Amount
June 23 – June 30, 2016	\$8,836.00
July 1 – July 31, 2016	\$34,238.00
August 1 – August 31, 2016	\$34,238.00
September 1 – September 12, 2016	\$13,253.00

Payment is due forty five (45) days from date of invoice plus three (3) days. Payment received after due shall be charged 1% compounded weekly on such late payment.

4. a. Places of Performance. Truckee-Tahoe Airport, Truckee, CA and Midwest offices.

b. Airport agrees to furnish reasonable space on Airport's premises for use by Midwest while performing the above-described services.

5. a. Progress Reports and Meetings. Midwest shall reasonably report to the Airport the progress of performing Services from time to time or as Airport may reasonably request. On request of one Party to the other, the Parties may meet from time to time at reasonable times and locations, including meeting by telcon, to confer regarding Services or this Agreement.

b. Midwest agrees that all designs, plans, reports, specifications, drawings, inventions, processes, and other information or items produced by Midwest while performing services under this agreement will be assigned to Airport as the sole and exclusive property of Airport and Airport's assigns, nominees, and successors, as will any copyrights, patents, or trademarks obtained by Midwest while performing services under this agreement. On request and at Airport's expense, Midwest agrees to help Airport obtain patents and copyrights for any new developments. This includes providing data, plans, specifications, descriptions, documentation, and other information, as well as assisting Airport in completing any required application or registration.

6. Taxes. Each Party agrees to accept full and exclusive liability for the payment of any and all federal, state and local taxes, and contributions and any and all other fees, expenses and costs for unemployment insurance, workers' compensation insurance, and, if any, pensions or annuities, and other benefits offered their respective employees.

7. Insurance. Midwest ATC shall obtain and maintain all legally required insurance coverage from qualified insurance carriers.

8. Notices. Any notice required or permitted by this Agreement shall be in writing and shall be sent by registered mail, postage prepaid, or delivery service or by facsimile or email and if by facsimile or email, with a copy of the facsimile or email sent by U.S. mail, postage prepaid and addressed as follows:

If to the Airport:
Hardy Bullock, Director of Aviation
Truckee-Tahoe Airport District
10356 Truckee Airport Road
Truckee, CA 96161
Office Telephone: 5305874119

Email: hardy.bullock@truckeeatahoeairport.com

If to Midwest:

DeAnna Dresel, Executive Vice President

Midwest Air Traffic Control Service, Inc.

7285 W 132nd Street, Suite 340

Overland Park, KS 66213

Office Telephone: 913 782 7082 X 223

Mobile Telephone: 913 226 6415

Fax: 913 897 9300 (fax)

Email: deanna.dresel@att.net

Either Party may upon written notice to the other Party change the designated person to whom notice in connection with this Agreement shall be sent.

9. Indemnity. Each Party agrees to indemnify and hold harmless the other Party from and against all claims from losses, damages, and expenses for injury to persons, including death, or property damage, caused by the willful misconduct or negligent acts or omissions of the indemnifying party or its employees or agents in connection with performance under this Agreement, and with respect to any violation of applicable statute, regulation or other law and indemnity, as described herein, includes, without limitation, indemnification for a Party's breach of any of the provisions of Section 6 Taxes. In the event of injury to person or damage to property arising as a consequence of performance under the Agreement and due to the joint or concurrent negligence of both Parties, liability as between the Parties will be apportioned on a basis which equates to the degree of negligence attributable to each, and each Party shall indemnify and hold harmless the other for that portion of any such claim, loss, damage or expense so attributed to it.

10. Governing Law. This Agreement shall be governed in all respects by the laws of the State of California

11. Jurisdiction. The Parties acknowledge that the Superior Court of California in and for either Placer or Nevada County shall be the exclusive forum for resolution of any dispute arising under or concerning this Agreement and the Parties agree to submit to the jurisdiction of those courts, waiving the defenses of lack of personal jurisdiction or inconvenient forum.

12. WAIVER OF RIGHT TO JURY TRIAL AND CERTAIN DAMAGES.

a. BY EXECUTING THIS AGREEMENT, EACH PARTY KNOWINGLY AND WILLINGLY WAIVES ANY RIGHT IT MAY HAVE UNDER APPLICABLE LAW TO A TRIAL BY JURY.

b. THE PARTIES AGREE THAT IN ANY ACTION ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT OR THE GOODS OR SERVICES PROVIDED UNDER THIS AGREEMENT, NO SPECIAL, EXEMPLARY, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES BE AWARDED TO EITHER PARTY AND EACH PARTY WAIVES ANY CLAIM OR RIGHT TO SPECIAL, EXEMPLARY, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES.

13. Term and Termination. Unless earlier terminated as provided in this Agreement, the term of this Agreement shall be from June 23, 2016 through September 12, 2016. Either Party may terminate this Agreement immediately for cause if the other Party becomes insolvent, or is unable to pay its debts as due, or enters into or files a petition, arrangement, action or other proceeding seeking relief or protection under the bankruptcy laws of the United States or any similar law of the United States ("Bankruptcy Laws"), has a trustee, receiver or liquidator appointed for

all or a substantial part of its assets, or has filed or commenced against it a proceeding under Bankruptcy Laws that is not dismissed within ninety (90) days after such filing or commencement. Either Party may terminate this Agreement on two (2) weeks' notice to the other.

14. Compliance with Laws, Rules and Regulations. In the performance of this Agreement, each Party shall fully comply with any and all applicable laws, statutes, ordinances, rules and regulations, whether federal, state or local, and each Party shall indemnify and hold harmless the other from and against any liability accruing to the other as a consequence of its breach of this Section 14.

15. Travel. All travel will be coordinated through Midwest.

16. Severability. Should any provision of this Agreement be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remaining provisions of this Agreement shall not be affected or impaired thereby.

17. Force Majeure. Neither Party shall be liable to the other Party for any loss or damage arising out of a failure to perform under this Agreement if such failure to perform is caused by an event beyond the reasonable control of that Party, without fault or negligence of that Party, and whose effects cannot reasonably be mitigated, including, but not limited to any of the following events: acts of God; acts of the public enemy; acts of terrorism; fire; flood; epidemic; quarantine restriction; strike or other labor unrest; or unusually severe weather.

18. Waiver of Breach and Amendment.

a. No provision of this Agreement shall be deemed waived unless such waiver shall be in writing and signed by the Party against which the waiver is sought to be enforced. Waiver by either Party of any breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by that Party of such provision or a waiver of any other provision of this Agreement. No delay or omission of a Party to avail or exercise itself of any right, power or privilege that it has or may have under this Agreement shall operate as a waiver of any breach or default.

b. This Agreement can only be amended in a writing signed by the Parties.

19. Entire Agreement. This Agreement constitutes the entire agreement with respect to the subject matter hereof and supersedes all other agreements between the Parties.

20. Drafting. The rule of construction against the drafter shall not be applied in any proceeding on this Agreement.

21. Full Knowledge. Both Parties have read this Agreement in its entirety and voluntarily agree to each of its terms with full knowledge thereof.

