

AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN
VECTOR AIRPORT SYSTEMS, LLC &
TRUCKEE TAHOE AIRPORT DISTRICT FOR TRUCKEE TAHOE AIRPORT

Agreement Name: *Vantage* Aircraft ID System & *VNOMS* Noise and Operations Management Solutions

This agreement ("Agreement"), dated as of February 24, 2021 ("Execution Date"), is by and between Truckee Tahoe Airport District, an Airport District organized and existing pursuant to Public Utilities Code Section 22001, for Truckee Tahoe Airport (KTRK), (hereinafter "AIRPORT"), and Vector Airport Systems, LLC (hereinafter "CONTRACTOR"), a Virginia limited liability company. The AIRPORT shall be defined as the client airport(s) and their governing municipality.

RECITALS

- I. WHEREAS, CONTRACTOR represents that it is a duly qualified provider of various products and services including:
 - Aircraft identification and tracking systems,
 - Aircraft operating fee billing & collection services,
 - Noise and Operations Management Systems (NOMS),
 - System installation and maintenance services
- II. WHEREAS, in the judgment of the AIRPORT, it is necessary and desirable to employ the services of CONTRACTOR for:
 - The continued operation and maintenance of:
 - An aircraft identification and tracking system,
 - A noise and operations management system (NOMS),
 - Biannual Historical Runway Use Reports
- III. NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants contained herein, the parties hereto agree as follows:

AGREEMENT

1. Term of Agreement:

1.1. The term of the Agreement shall be selected herein as three (3) years starting on the "COMMENCEMENT DATE."

1.2. "COMMENCEMENT DATE": 4/28/2021

1.3. After the expiration of the initial three (3) year term, AIRPORT shall have the option to renew the Agreement annually on the anniversary of the COMMENCEMENT DATE for two (2) one-year Option Years. All terms, conditions, and fees of this Agreement continue unchanged during the Option Year(s), if elected.

1.4. For clarity, the term is defined as follows:

- Year 1: April 28, 2021 through April 27, 2022
- Year 2: April 28, 2022 through April 27, 2023
- Year 3: April 28, 2023 through April 27, 2024
- Year 4 (Option Year 1): April 28, 2024 through April 27, 2025
- Year 5 (Option Year 2): April 28, 2025 through April 27, 2026

2. Termination

2.1. **Termination for Convenience:** Neither party may terminate this Agreement for convenience without the consent of the other party.

2.2. **Termination for Cause:** Notwithstanding any other provision of this Agreement --

Should CONTRACTOR fail to perform any of its obligations hereunder, within the time and in the manner herein provided, or otherwise violate any of the terms of this Agreement, AIRPORT must:

- First, notify CONTRACTOR of violation of obligations and give CONTRACTOR 30 days to cure this violation.
- Second, if CONTRACTOR fails to cure the violation within 30 days of receiving notification from AIRPORT, AIRPORT may immediately terminate this Agreement by giving CONTRACTOR written notice of such termination, stating the reason for termination.

Should AIRPORT fail to perform its obligations under this agreement, including failing to pay CONTRACTOR in accordance with this agreement, or otherwise violates any of the terms of this Agreement, CONTRACTOR must:

- First, notify AIRPORT of violation of obligations and give AIRPORT 30 days to cure this violation.
- Second, if AIRPORT fails to cure the violation within 30 days of receiving notification from CONTRACTOR, CONTRACTOR may immediately terminate this Agreement by giving AIRPORT written notice of such termination, stating the reason for termination.

2.3. **Termination for Agreement Expiration:** If, upon the expiration of this AGREEMENT, the AIRPORT or CONTRACTOR elect not to continue this AGREEMENT (either by extension of agreement period or entering into a new AGREEMENT for similar products, services, or solutions), either CONTRACTOR or AIRPORT may notify the other party in writing of intent to not continue this AGREEMENT. In the case of such notification, the following provisions will also apply in this case as well as for Termination for Cause.

2.4. **Delivery of Work Product and Final Payment Upon Termination:** In the event of termination, CONTRACTOR, within 30 days following the date of termination, shall deliver to AIRPORT:

- **For Vantage:** A list of all Vector-provided equipment to which the AIRPORT has title.

- **For VNOMS:** A report of all aircraft operations and constituent complaints logged into VNOMS during the contract period.
- **For Historical Runway Use Reporting:** Custom features reports are included in the VNOMS reports.

2.5. **Payment Upon Termination:** Upon termination of this Agreement by AIRPORT, CONTRACTOR shall be entitled to payment for all contracted services unpaid, undisputed, and due before the effective date of cancellation. Payment shall be made by AIRPORT within 30 days of a written invoice from CONTRACTOR.

3. **Scope of Work**

3.1. **CONTRACTOR's Specified Work:** CONTRACTOR shall perform the services described in EXHIBIT A, attached hereto and incorporated herein by this reference (hereinafter "Scope of Work"), and within the times or by the dates provided for in EXHIBIT A.

3.2. **Cooperation with AIRPORT:** CONTRACTOR shall cooperate with AIRPORT and AIRPORT staff in the performance of all work hereunder.

3.3. **Performance Standard:** CONTRACTOR shall perform all work hereunder in a manner consistent with the level of competency and standard of care normally observed by a person practicing in CONTRACTOR's profession. AIRPORT has relied upon the professional ability and training of CONTRACTOR as a material inducement to enter into this Agreement. CONTRACTOR hereby agrees to provide all services under this Agreement in accordance with generally accepted professional practices and standards of care, as well as the requirements of applicable federal, state and local laws.

4. **Compensation and Payment:** CONTRACTOR shall be compensated for all services performed pursuant to this Agreement according to the following:

4.1. **Equipment:** Equipment for this AIRPORT was installed by CONTRACTOR under a previous agreement and is owned by AIRPORT. Any additional equipment purchased by AIRPORT to be provided by CONTRACTOR during the Term of the Agreement will be governed by an amendment to this Agreement, or a separate agreement or purchase order.

4.2. **System Operation:** Ongoing with fees based on contract year. Chargeables are:

4.2.1. Operation, Processing, Monitoring, & Maintenance (OPM&M) for the Aircraft ID & Tracking system, billed per camera system installation

4.2.2. VNOMS Annual Software License, which includes ongoing software, support, data processing and Public Portal maintenance

4.2.3. Ongoing support of the custom Historical Runway Use Report

	Escalation %	Year 1	Year 2	Year 3	Year 4 (Option Year 1)	Year 5 (Option Year 2)
4 camera OPM&M	2.0	\$28,154	\$28,717	\$29,291	\$29,877	\$30,475
7 camera OPM&M	2.0	\$26,498	\$27,028	\$27,569	\$28,120	\$28,682
VNOMS Annual License	2.0	\$49,683	\$50,677	\$51,691	\$52,725	\$53,780
Biannual Historical Runway Use Reports	2.0	\$2,244	\$2,289	\$2,335	\$2,381	\$2,429

4.3. **Flight Tracking Data:** Flight Tracking data is not separately priced for the Agreement.

5. **Payment:** For all services and incidental costs required hereunder, CONTRACTOR shall be paid in accordance with the following terms:

5.1. **Equipment:** If added to this Agreement, the price of equipment is paid 50% due within 30 days of arrival of shipped equipment at AIRPORT, 50% within 30 days of invoice after installation & testing. Note: Installation will not commence until initial 50% payment is received by CONTRACTOR.

5.2. **System Operation:** If priced separately, paid annually in advance, due on the first day of each contract year. Invoice will be sent 30-60 days in advance of due date.

5.3. **Flight Tracking Data:** If priced separately, paid annually in advance, due on the first day of each contract year. Invoice will be sent 30-60 days in advance of due date.

6. **Insurance:** With respect to performance of work under this Agreement, CONTRACTOR shall maintain insurance as described below unless such insurance has been expressly waived by the attachment of a *Waiver of Insurance Requirements*.

Type of Coverage	Policy Limits
Worker's Compensation/Employer's Liability	\$1,000,000
Commercial General Liability	\$1M per occurrence, \$2M aggregate
Business Auto Liability	\$1,000,000

CONTRACTOR shall provide immediate written notice if: (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; or (3) the deductible or self-insured retention is increased. Upon written request, certified copies of required insurance policies must be provided within thirty (30) days. AIRPORT shall be named as an additional insured on the commercial general liability and business auto liability policies.

7. CONTRACTOR shall further defend, indemnify and hold AIRPORT harmless for any third party claims related to or arising out of its breach of this Agreement and its willful misconduct and negligence.

Notice: All notices, demands, requests or approvals to be given under this Agreement, shall be given in writing and conclusively shall be deemed served when delivered personally or on the third business day after deposit in the United States mail, postage prepaid, registered or certified, addressed as follows:

7.1. All notices, demands, requests or approvals from CONTRACTOR to AIRPORT shall be addressed to:

7.2. All notices, demands, requests or approvals from AIRPORT to CONTRACTOR shall be addressed to:

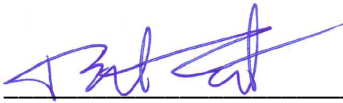
Peter Coleton, President
Vector Airport Systems
950 Herndon Parkway, Suite 460
Herndon, VA 20170

8. **Independent Parties:** The parties to this Agreement will act in their independent capacities and not as agents, employees, or partners of one another. AIRPORT, its officers, and employees shall have no control or direction over CONTRACTOR or any of CONTRACTOR's agents, employees, or subcontractors, except as otherwise provided herein.
9. **Integrated Contract:** This Agreement represents the full and complete understanding of every kind or nature whatsoever between the parties hereto, and all preliminary negotiations and agreements of whatsoever kind or nature are merged herein. No verbal agreement or implied covenant shall be held to vary the provisions hereof. Any modifications of this Agreement will be effective only by written execution signed by both AIRPORT and CONTRACTOR, and approved as to form by AIRPORT's Attorney.
10. **Waiver:** A waiver by either party to this Agreement of any breach of any term, covenant, or condition contained herein shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained herein.
11. **Governing Law and Venue:** This Agreement shall be interpreted under California law. Venue shall be in Nevada County.
12. **Nondiscrimination:** Without limiting any other provision hereunder, CONTRACTOR shall comply with all applicable federal, state, and local laws, rules, and regulations regarding nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, pregnancy, disability, sexual orientation or other prohibited basis, including without limitation, the AIRPORT's Non-Discrimination Policy. All nondiscrimination rules or

regulations required by law to be included in this Agreement are incorporated herein by this reference.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

VECTOR: Vector Airport Systems. LLC

By:  _____

Title: President _____

Name: Pete Coleton _____

Date: March 30, 2021 _____

AIRPORT:

By: _____

Title: _____

Name: _____

Date: _____

EXHIBIT A - Scope of Work (“WORK”)

The following is a summary scope of work. To see details beyond this summary, see Exhibit B, the CONTRACTOR’s proposal.

CONTRACTOR shall:

Provide an aircraft identification and flight tracking data collection system (“Vantage Aircraft ID & Tracking System”), noise and operations management system (“VNOMS”), and ongoing support for the custom VNOMS features previously contracted by AIRPORT (“Historical Runway Use Report”).

Provide overall project management for each of the components listed, from procurement through, and including, training.

1. **Aircraft ID & Tracking System:** Provide a system that detects certain aircraft operations at the AIRPORT to satisfy the needs of this AGREEMENT. The system for this AGREEMENT is designed to primarily detect/capture:
 - Fixed wing departures for the purposes of billing
 - Fixed wing arrivals for mode-S-equipped aircraft
 - Rotary wing arrivals and departures if aircraft is mode-S equipped.
- 1.1. Supply, Install, Operate, Maintain, and Troubleshoot the Vantage Aircraft ID System (see proposal or technical details) to include the following components:
 - 11 aircraft ID pods – various locations around the AIRPORT
 - 1 wireless network repeater
 - 1 wireless access point
 - 1 server (data transport and system access) and associated network components
 - NOTE: this aircraft ID & tracking system may be augmented, upgraded, or reduced at CONTRACTOR’s discretion according to their best judgement to perform the WORK. If there are changes in the operational nature of aircraft (i.e., transponder equipage changes) at the AIRPORT or the AIRPORT itself (i.e., changes in airside surfaces) beyond the control of CONTRACTOR which necessitates substantial additional systems or equipment to adequately perform the WORK, CONTRACTOR will notify AIRPORT in writing of a change in scope of WORK and provide a price quote for system augmentation to AIRPORT for their consideration.
- 1.2. Train AIRPORT personnel on proper use, maintenance and updating of Aircraft ID System, including providing system and user documentation.
- 1.3. Confirm that that aircraft data is being maximized and identify any gaps in identification coverage. Work with the AIRPORT staff to reposition pods for best possible coverage if necessary.
- 1.4. Vantage Aircraft ID System is capable of photo recognition of aircraft identification numbers. NOTE that there are anomalies in aircraft tail number painting (size, contrast, reflectivity, design) that make some tail numbers impossible to recognize.
- 1.5. Vantage Aircraft ID System may use third-party flight tracking data source as a second data layer for aircraft operations.

- 1.6. Vantage Aircraft ID System identifies owner/operator of the aircraft identified. System will access the FAA's registration database and Vector's proprietary aircraft identification database to provide supplemental data to be used to identify aircraft owner/operator.
 - 1.7. Maintain a data server node system (data and communication, server, point to multipoint wireless communication between pods and lockable rack/cabinet with 1000VA UPS battery backup) sufficient to operate the Vantage Aircraft ID system. Establish reliable wireless connectivity between the Aircraft ID pods and data server nodes housed at AIRPORT.
2. **VNOMS**: Provide a Noise & Operations Management System (NOMS) that integrates camera data with flight track data, resulting in a web-based, queryable database of AIRPORT operations and noise events.
- 2.1. **Equipment**: Install equipment for the Vantage Aircraft ID & Tracking System as described in the above WORK.
 - 2.2. **Public Portal**: Maintain a publicly accessible self-service portal, allowing the public to research flight tracks, compare tracks to their address, and file noise complaints. Complaints entered through the Public Portal are tracked in the system for processing by airport staff.
 - 2.2.1. **3rd Party Software Integration: (if applicable)** The VNOMS system will be compatible with the PlaneNoise Complaint Box system and will automatically import comments/complaints from PlaneNoise and correlate those comments/complaints with flight tracks.
 - 2.3. **Airport Portal**: Maintain a secure, web-based Airport Portal for AIRPORT personnel to view, analyze, report, and export operations and identification data. Aircraft identification and operation data will be presented graphically or in tabular form and will be correlated with flight tracks to visualize on a map.
 - 2.4. **Historical Data**: Import all available historic flight track data and complaint data into the VNOMS system.
 - 2.5. **Training**: Train AIRPORT personnel on proper use, maintenance and updating of VNOMS, including providing system and user documentation.
3. **Biannual Historical Runway Use Reports**: Provide ongoing support for a custom VNOMS reporting feature, displaying historical runway use starting at two (2) years prior to start of contract tower operation.
- 3.1. Update the Report to keep current through the present date, no more than biannually.
 - 3.2. Present an analysis of the Report to AIRPORT Board upon AIRPORT request, no more than biannually.
4. **Assigned Personnel**:
- 4.1. CONTRACTOR shall assign only competent personnel to perform work hereunder. In the event that at any time AIRPORT, in its sole discretion, desires the removal of any person or persons assigned by CONTRACTOR to perform work hereunder, CONTRACTOR shall remove such person or persons immediately upon receiving written notice from AIRPORT.
 - 4.2. Any and all persons identified in this Agreement or any exhibit hereto as the project manager, project team, or other professional performing work hereunder are deemed by AIRPORT to be key personnel whose services were a material inducement to AIRPORT to enter into this

Agreement, and without whose services AIRPORT would not have entered into this Agreement. CONTRACTOR shall not remove, replace, substitute, or otherwise change any key personnel without the prior written consent of AIRPORT.

- 4.3. If any of CONTRACTOR's personnel assigned to perform services under this Agreement become unavailable due to resignation, sickness or other factors outside of CONTRACTOR's control, CONTRACTOR shall be responsible for timely provision of adequately qualified replacements.

AIRPORT shall:

1. Airport Obligations:

1.1. AIRPORT Obligations - General: AIRPORT shall be obligated to use its best efforts to perform or provide the following:

- 1.1.1. Provide Information:** AIRPORT shall make available to CONTRACTOR any documents, data, or information necessary for CONTRACTOR to plan and provide the services described in this Agreement, and that are within AIRPORT's possession or control and are not privileged or subject to privacy protections. Examples of this data might be aircraft fee rates, collections records, based aircraft lists, etc.
- 1.1.2. Point of Contact:** AIRPORT shall designate a representative authorized to act on behalf of AIRPORT for the duration of this Agreement.
- 1.1.3. Timely Response:** AIRPORT shall, within a reasonable time, examine documentation, correspondence, invoices, and statements submitted to AIRPORT for review by CONTRACTOR and respond as necessary within a reasonable time.

1.2. AIRPORT Obligations - Systems: AIRPORT shall be obligated to use its best efforts to perform or provide the following:

- 1.2.1. Access:** AIRPORT shall facilitate access to the areas agreed to by AIRPORT and needed by CONTRACTOR to perform work (installation, testing, repairs, adjustments) including but not limited to server rooms, roof tops, and agreed-upon airfield equipment locations. AIRPORT shall provide escorts if required with the understanding that some of the work must be performed in darkness (either late night or early morning) and that the exact schedule and amount of hours can vary depending on the complexity of the work, weather, and other factors beyond the control of the CONTRACTOR.
- 1.2.2. Server location:** AIRPORT shall provide and maintain suitable location to accommodate the CONTRACTOR network server and omni antenna. The location of the server must continue to be secured, air-conditioned, have reliable AC power, and be within reasonable proximity or connection (i.e. LAN no longer than 150 ft.) to the Access Point omni antenna, located on the rooftop of the same building with line-of-sight to all airfield-based Aircraft ID Pods.
- 1.2.3. AIRPORT Internet Connection:** AIRPORT will provide an internet connection, at AIRPORT's expense, to facilitate outbound and inbound connection to the Vector Server by the Vector Tech Team. The connection must allow remote access to the Vector Server via LogMeln. Internet connection must be located near (within 150 ft.) the Vector Server and have download and upload speeds of at least 5Mbps, but faster is preferred.

- 1.2.4. **Wireless Access Point location:** AIRPORT shall maintain suitable location to accommodate a wireless access point antenna. The location will likely be on the rooftop of the building housing the server with line-of-sight to all airfield-based Aircraft ID Pods.
- 1.2.5. **Equipment Locations:** AIRPORT will work with CONTRACTOR to determine locations that best fit guidelines and restrictions with respect to the installation and operation of any equipment at the Airport required for CONTRACTOR's providing of services (i.e., locating equipment outside RSAs). Ultimate responsibility for equipment locations and obtaining any required permissions is borne by the AIRPORT.
- 1.2.6. **Shipments:** Airport shall receive system equipment shipments and store in a secure location out of weather until CONTRACTOR installation team arrives. Airport will transport equipment to the CONTRACTOR workspace on-airport (see below).
- 1.2.7. **Workspace:** Airport shall provide a workspace for CONTRACTOR to assemble and test equipment prior to deployment on the airfield. Location should be out of weather and accessible by CONTRACTOR vehicles.
- 1.2.8. **Maintenance:** Airport shall perform Level 1 equipment maintenance and troubleshooting/repair.

Level 1 maintenance is defined as the basic, non-technical maintenance required of most common types of airfield equipment including:

- Grass/weed cutting to allow equipment function and removal of animal and insect habitat, and any obstruction of solar panels. AIRPORT must exercise caution when cutting grass near the pods to avoid contact.
- Occasional (once per quarter, or after major weather events such as hurricanes/tornados) cursory visual inspections for signs of excessive physical wear or damage, and reporting of same to techteam@vector-us.com
- Avoid piling snow in front of or on CONTRACTOR equipment and carefully brushing lingering snow off the solar panels when required.
- Reasonable measures to avoid damaging equipment during construction or other field maintenance (i.e., mowing, tree cutting, grading, snow removal, repaving, etc.).

Level 1 troubleshooting/repair is defined as:

- Helping Vector team diagnose problems (usually based on automated equipment alerts from Vector system) by visiting equipment site(s) with a cell phone and making visual observations at the guidance of the live Vector Tech Team.
- Minor repairs (i.e., breaker resets, duct tape to cover damage, replacement of very basic components such as batteries (most common) or solar panels (usually only in the case of damage from collision or flying objects such as rocks from mowers). More complex repairs such as camera replacements will be performed by Vector Tech Team.

- 1.2.9. **Equipment Damage:** CONTRACTOR equipment warranty and maintenance provisions are limited to normal wear and tear. Damage to equipment caused by other circumstances is the responsibility of the AIRPORT. Damaged equipment will be repaired by Vector and actual costs for repair (parts, travel, labor, etc.) will be billed to the AIRPORT to be deducted from AIRPORT's share of collections proceeds.

- 1.2.9.1. EXAMPLES of “other circumstances” not covered by Vector’s warranty and maintenance: severe weather, flooding, collision, flying objects (i.e., FOD, mower-thrown rocks, blown/plowed snow/ice), collision with airport vehicles, vandalism, damage by animals, etc.

1.3. AIRPORT Obligations - PlanePass

- 1.3.1. **Financial Point of Contact:** AIRPORT shall designate a representative authorized to act on behalf of AIRPORT for the duration of this Agreement in the capacity of reviewing PlanePass financial reports and interfacing with CONTRACTOR’s PlanePass team from time to time on issues such as based aircraft lists, fee rate updates, airport fee policies, and exemption requests.
- 1.3.2. **Airport Policy:** AIRPORT and its governing Municipality shall be responsible for setting AIRPORT policy as it pertains to aircraft fee billing and other matters that may involve CONTRACTOR and for communicating these policies to the appropriate AIRPORT stakeholders including the AIRPORT flying community.
- 1.3.3. **CONTRACTOR Indemnity:** Except for CONTRACTOR’s gross negligence or willful misconduct, AIRPORT shall indemnify CONTRACTOR against any action arising from AIRPORT policy or action of AIRPORT personnel or personnel of the Municipality that governs AIRPORT that gives rise to claims, damages, liens, judgments, penalties, attorneys’ and consultants’ fees, expenses and/or liabilities against CONTRACTOR.