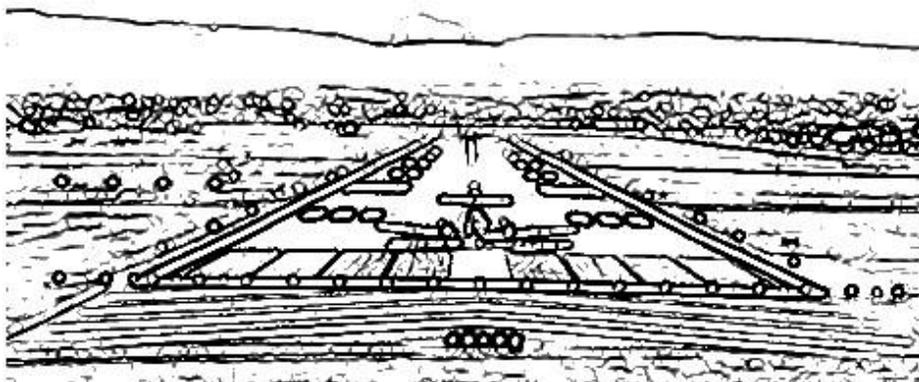


CITY OF YAKIMA
YAKIMA COUNTY
YAKIMA AIR TERMINAL AIRPORT BOARD

Request for Proposals No. 11228-P

for:

***Management & Operations of the
Yakima Air Terminal***



November 16, 2012

Request for Proposal No. 11228-P

The City of Yakima, Yakima County, and the Yakima Airport Board, hereafter referred to as the Parties, hereby solicit proposals from qualified professionals for Management and Operations of the Yakima Air Terminal, McAllister Field (<http://www.yakimaairport.com>).

A Consultant Review Selection Committee will examine each proposal submitted and prepare rankings of each proposal. The findings of the committee will be presented to the Parties for final action. Interviews may be conducted with two or more finalists. If such interviews are held, finalists will be notified of the date and attendance shall be at the expense of the proposer.

Notice is hereby given by the undersigned that sealed Requests for Proposals will be accepted in the office of the Yakima City Clerk, Yakima City Hall, 129 N. 2nd Street, Yakima, Washington 98901 until the hour of 3:00 PM, December 13, 2012 and Respondents names will be publicly read for:

MANAGEMENT AND OPERATIONS OF THE YAKIMA AIR TERMINAL

Request for Proposal packets are available in the office of the Purchasing Manager, City Hall, Yakima, Washington. 509-575-6093.

The City of Yakima, Yakima County, and the Yakima Airport Board reserve the right to reject any and all RFP's.

Dated this 14th day of November, 2012.

(Seal)

Sue Ownby, CPPO
Purchasing Manager

Publish on 11/16 & 11/17, 2012

CITY OF YAKIMA
REQUEST FOR PROPOSALS NO. 11228-P
for
MANAGEMENT AND OPERATIONS FOR YAKIMA AIR TERMINAL

The City of Yakima, Yakima County, and the Yakima Airport Board, hereafter referred to as the "Parties" invites submissions from qualified and interested Airport Managers or Management Companies to provide operational management and/or business management of Yakima Air Terminal, McAllister Field (<http://www.yakimaairterminal.com>), an FAA certificated airport that is to be maintained in accordance with all applicable State and Federal regulations governing public use airports serving both general aviation and commercial aviation operations.

Qualified Airport Managers or firms experienced in the management, operations, functions and purpose of public or private airports are invited to submit proposals to the City of Yakima.

1. DEADLINE FOR DELIVERY OF PROPOSALS:

One original proposal, with five (5) complete copies, and one electronic copy shall be sealed and must be delivered no later than 3:00 P.M. PST, December 13, 2012 to:

City of Yakima
Clerks Office
129 No. 2nd St.
Yakima, WA 98901

Proposal packages must be marked: **RFP No. 11228-P**, "Airport Management and Operations for Yakima Air Terminal."

QUALIFICATIONS RECEIVED AFTER 3:00 P.M. PST, ON THE DATE LISTED ABOVE WILL NOT BE ELIGIBLE FOR CONSIDERATION. THE DEADLINE WILL BE STRICTLY ADHERED TO. LATE PROPOSALS WILL NOT BE CONSIDERED. Proposals, which do not include all requested information and required documentation, may be considered non-responsive.

Documents submitted in response to this RFP will become the property of the City of Yakima/Yakima County/Yakima Air Terminal and will be regarded as public record under Washington Public Records Act under RCW 42.17., and subject to review or release to the public, **excluding** financial records marked "confidential".

2. ADDENDA:

Proposers who register with Purchasing at 509-575-6093 to receive addenda to this RFP will be notified of any addenda that may be issued. Addenda will also be posted online at: www.yakimawa.gov/services/purchasing. Scroll down to Current Bid Openings. Receipt of any addenda issues shall be acknowledged in Narrative Cover Letter.

3. RFP ADMINISTRATION:

Upon release of this RFP, all applicant communications should be directed in writing to the RFP Coordinator listed below. Any oral communications with other City, County or Yakima Air Terminal employees will be considered unofficial and non-binding on the City. Written requests must be received a minimum of seven (7) days prior to the submission deadline. Any requests received after this deadline will not be considered. All requests received prior to the deadline will be responded to, in writing, by the Purchasing Manager in the form of an addendum addressed to all prospective respondents who have registered per instructions online to receive RFP updates.

4. RFP COORDINATOR: The RFP Coordinator is:

Sue Ownby, Purchasing Manager
City of Yakima
129 No. 2nd Street
Yakima, WA 98901
Ph: 509-576-6695
email sownby@ci.yakima.wa.us (preferred method)

5. PRELIMINARY RFP SCHEDULE (may be revised as needed)

	Date
RFP Released	November 16, 2012
Submission Deadline.....	December 13, 2012 at 3:00 P.M.
Interviews	Nov 28 –Dec 3, 2012
Faxing or mailing of letters to successful applicants	December 17, 2012
Proposed Start Date	January 1, 2013

The successful applicant will be offered the opportunity to enter into an agreement with the Parties to provide consultant services. **Sample agreement is attached.**

Read this Request for Proposals (RFP) document carefully as the award will be given to the most “responsible and responsive” Proposer responding to this RFP. The City of Yakima/Yakima County/Yakima Airport Board reserves the right to accept or reject any or all proposals, to extend the period for accepting proposals, to advertise the RFP at any time and to waive any minor irregularities in any proposals.

6. CONTENTS OF PROPOSAL:

Respondents to this RFP are required to submit detailed proposals as described throughout this RFP. Proposals that do not follow these submission requirements may be deemed non-responsive and not considered for selection. All proposals must include the following information:

a. Narrative Cover Letter:

All proposals must include a cover letter summarizing the proposal and key aspects of the services to be provided. Cover letter must be signed by an individual authorized to bind the Airport Manager/Management company to an Agreement. Cover letter must include, but is not limited to:

- Proposed management and operational concepts;
- Demonstrated experience of the company in managing private or publicly-owned Airport facility or related similar experience.
- Statement agreeing to the City’s Standard Professional Services Agreement (PSA, Attachment A) or described objections to such Agreement. Objections to the City’s Standard PSA will not disqualify a Proposer or Proposal.

b. Management Capacity:

Identify the principals in the Airport Management Team and include their resumes, a description of their management/leadership style and the proposed plan to manage the facility. Include a description of their business acumen, familiarization of Airport operations and experience in managing similar facilities.

- Business Acumen: The Airport is ultimately a business that must be run like an enterprise with customer service and profitability in mind. Business Acumen is a must in this regard. The Airport Manager must demonstrate experience in running and managing business operations including but not limited to revenue and expense forecasting (labor, equipment, materials) needed to meet revenue and expenditure projections, creating and managing multi-year budgets, identifying financial risks and issues to reach business objectives.

c. Experience and Skill:

- Must include type and number of years' experience providing Airport Management and Operations Services
- Must demonstrate experience in developing Airport Strategic Business Plans and providing recommendations
- Must provide relevant experience and qualifications for all persons that will be actively engaged in the management and operations of the airport.
- A statement to indicate ability to provide the required services and include respondents credentials to perform requested services.
- A statement providing detailed description of respondent's experience in providing commercial service and general aviation airport management and related services. The statement should describe engagements similar to Yakima Air Terminal and should highlight the expertise and experience of the persons who would provide services to the Yakima Air Terminal.

d. Financial Capacity:

- Submit evidence the Proposer has the financial capacity to carry out the proposed management of the Airport. The parties recognize the sensitive nature of the financial information requested and as such will allow this information to be submitted under separate cover and labeled "Confidential." The information provided will be used solely for the purposes of evaluating Proposer's financial capacity to begin operations on the date in which they assume responsibility of the operations of the facility.
- Submit Proposed 3-year Airport Financial Plan: Proposer must provide a 3-year financial revenue and expense projection proforma for gross revenue and expenses of the facility.

e. References:

- Proposer shall include a list of references from previous public-private partnerships of similar complexity and scope satisfactorily performed and completed within the previous ten years. Please include the name, telephone and contact information of a representative for whom the Proposer partnered with who can verify Proposer's performance.
- Proposer shall also include all contact information for each airport sponsor (Name, address, phone number, e-mail, etc.) and description of the management services provided. A minimum of 3 references are required.

7. SCOPE OF SERVICES OF PROPOSAL

The City of Yakima, Yakima County, and the Yakima Air Terminal Airport Board are seeking an experienced Airport Manager (organization, person, company or firm) to manage all aspects of the operations of the Yakima Air Terminal and to promote the facility for its ease of use and proximity in Central Washington for our visitors, as well as our residents that are travelling outbound.

a. Goals and Objectives

The goals and the objective of this Request for Proposal (RFP) are for the Airport to realize its potential to serve our residents and visitors and to invest net revenues from the facility back in to the airport to stimulate further growth and service. Specifically, the goals are to:

- Attract and increase the number of users to the facility and thus, the community.
- Eliminate the City's and County's subsidy of Airport operations.
- Ensure Airport customers, and the community, receive the best possible management services to maximize the facility's revenue potential.
- Obtain professional management of the Airport in order to take full advantage of all available and creative marketing opportunities to promote the facility.

b. City, County, and Airport Board Responsibilities

- Monitor operation and financial performance of the Airport.
- Provide capital improvements in excess of \$25,000 (as compared to routine and daily maintenance that will be provided by the Airport Manager).
- Be available as partner support to the Airport Manager.

c. Airport Manager /Management Company Responsibilities

- Provide day-to-day management of the Airport.
- Coordinate and schedule all activities and special events at the Airport.
- Provide sufficient personnel for the performance of this contract.
- Provide sufficient personnel for office and accounting activities. Operating Budget. Contractor's on-site personnel shall prepare a cash flow forecast and an operating budget for the Airport for each fiscal year. The operating budgets shall set forth, on a cash basis, the projected operating revenues

and operating expenses for the next fiscal year, all in reasonable detail and format as provided by the County with each category of revenue or expense listed on a separate line., and shall be accompanied by the Staff Personnel Schedule. The chart of accounts shall be organized or coded so that all categories of costs that are included in the Staff Personnel Schedule shall be readily identifiable. All budgeted amounts, including those reflecting payments or reimbursements to Contractor or its affiliates for staff personnel or other expenses, shall be on an actual cost basis without mark-up of any kind, unless a mark-up is expressly authorized in writing by the Parties in accordance with all federal, state, and local budgetary requirements including but not limited to the City and County Code Ordinances or regulations.

- Hire and supervise all staff.
- Pay all operating expenses in a timely manner.
- Establish and maintain a financial recordkeeping system that is consistent with generally accepted accounting principles.
- Prepare regular financial statements for review by the City, County, and Airport Board on a monthly basis.
- Maintain Airport in a fiscally sound manner
- Ensure routine (day-to-day) regular maintenance on the facility is performed in an efficient and cost effective manner, including, but not limited to;
 - ✓ Complete inspections of Airport and Structures
 - ✓ Foreign object debris checks
 - ✓ Security checks
 - ✓ Meeting with Airport tenants as requested or required
 - ✓ Airport project maintenance
 - ✓ Airport general maintenance (mowing, snow plowing, minor building and equipment maintenance
 - ✓ FAA communications
 - ✓ Public Relations
- Contract for and complete facility interior upgrades as needed to enhance operations.
- Cooperate with staff in making occasional reports to City Council/City Manager, Yakima Air Terminal Board, and County Commissioners.
- Comply with various City and County policies regarding employment and professional service contracting (Airport employees hired by Airport

Manager / Management Company will be required to provide quality customer service and comply with all applicable state and federal standard employment regulations appropriate for the facility).

- Consider current airport employees with Airport experience for positions with Airport Manager/Management company for a period of up to six months following selection as Airport Manager.
- Manage leases for land, hangars and tie downs.
- Enforce and Maintain Airport policies. Five-Year Capital Improvement Budget. Contractor's on-site personnel shall also prepare a capital improvement budget for the Airport on a rolling basis for the next five (5) fiscal years, which shall be updated and carried forward each fiscal year. The capital improvement budget shall set forth, on a cash basis, and in reasonable detail, a description of all capital improvements and replacements which Contractor recommends the parties consider making at the Airport during the next five (5) fiscal years, including the estimated cost thereof, the time of expenditure, the source of funding and to what extent, if any, the Parties may be eligible for FAA grant reimbursement. That portion of the five (5) year capital improvement budget which relates to the next fiscal year of the Airport shall be included in the Annual Budget upon its approval by the City and County.
- Maintain and operate the airport and the airport facilities safely and efficiently and in accordance with state and FAA specified conditions and grant assurances. Grant assurances appear either in the application for Federal assistance and become part of the final grant offer or in restrictive covenants to property deeds. The Yakima Air Terminal is required to adhere to these Grant Assurances. These Grant Assurances can be found at:
http://www.faa.gov/airports/aip/grant_assurances/media/airport_sponsor_assurances_2012.pdf. The Grant Assurances shall mean and include all Grant Assurances in existence at the time of this Agreement or any modifications or additional Grant Assurances promulgated in the future.

d. Relationship of Management Company to Parties

The Yakima Air Terminal is a public facility owned by the City of Yakima and Yakima County. As such, the Parties will often receive requests, recommendations, feedback and complaints from the public regarding the Airport. These comments will be forwarded to the Airport Manager / Management company for resolution. The Airport Manager will be expected to respond to all customer feedback in a timely manner whether the comments are received directly by the management company or are provided by the

City, County, or Airport Board. The Airport Manager is required to keep the City, County, and Airport Board informed if any comments, complaints, or suggestions that are not able to be resolved.

Aspects of the Airport Manager's operations may be reviewed in public meetings. The Airport Manager will be expected to attend such meetings and provide the requested information.

The selected Airport Manager will be expected to enter into a Professional Service Management Agreement and perform the aspects of the contract bearing the responsibilities of the Airport Manager. The Airport Manager is expected to utilize its best professional judgment in all aspects of the operation of the Airport. Neither the City, the County, nor its staff will have authority to direct or require the management company to conduct Airport business in any area not specifically set forth in the Professional Services Management Agreement.

The Airport Manager is expected to develop and implement an Airport Strategic Business Plan that would focus on the business operation of the Airport and look for creative solutions to expand utilization of the Airport in the manner the Airport Manager best determines the outcomes are achievable. The Airport Manager will not be expected to seek approval for each of its programs, marketing, operating, and customer service initiatives. However, the parties will expect to be kept informed of such programs and services to provide referrals and information on the services available.

The Airport Manager will be provided access to the City's and County's web pages referencing the Airport and be expected to keep the website up-to-date with information regarding activities, programs and services.

e. Airport Security

The federal Transportation Security Administration is the federal agency primarily responsible for overseeing the security measures utilized by the airport owner pursuant to the relevant provisions of Chapter 49, United States Code, and regulations adopted under the authority of the Code, including but not limited to 49 CFR 1540, 49 CFR 1542, et seq. Violations of the statutes or regulations may result in severe civil monetary penalties being assessed against the airport operator. It is the intent of the Parties that the burdens and consequences of any security violations imposed upon the Parties as a result of actions by the prospective Airport manager or management entity, or its employees, agents, invitees, or licensees shall be borne by the prospective Airport manager or management entity.

f. Governing Laws and Regulations

The respondent is required to be familiar with and shall be responsible for complying with all federal, state, and local laws, ordinances, rules, and regulations that in any manner affect the work including but not limited to applicable FAA and TSA regulations and policies.

Respondent shall be responsible for obtaining any applicable licenses required by City of Yakima or Yakima County before beginning operations.

g. Airport Management Agreement Period

The Professional Services Management Agreement with the selected Airport Manager is projected to begin within 60 days of award of contract and continue for a period of thirty-six (36) months with an option by the City to renew the Agreement two additional twelve (12) month periods for a total of 60 months.

h. Reservations

- 1) The Parties reserve the right to reject any and all proposals, whether or not minimum qualifications are met, and to modify, postpone, or cancel this Request for Proposal, in whole or in part, or decide to award a contract to perform only some of the services outlined in this Request For Proposal, without liability, obligation, or commitment to any party, firm, or organization.
- 2) In addition, the Parties reserve the right to request and obtain additional information from any Proposer and to negotiate the final scope of services with the selected Proposer. The Parties are not liable for any costs incurred by Proposers prior to issuance of an agreement, contract or purchase order. Costs of developing the proposals, oral presentations or any other such expenses incurred by the Proposer in responding to the RFP are entirely the responsibility of the Proposer, and shall not be reimbursed in any manner by the City of Yakima/Yakima County/Yakima Air Terminal. Only the "Parties", may execute the Professional Services Management Agreement with the successful Proposer. Further, it is understood that respondents must independently evaluate the information in this RFP and that the City, County, or Airport Board makes no guarantee of data accuracy.
- 3) The parties reserves the right to waive or permit cure of minor informalities and/or insignificant mistakes such as matters of form rather than substance and to conduct discussions and negotiations with any qualified respondent in any manner deemed necessary by the parties to serve its

best interests. The parties also reserves the right, based on its sole judgment and discretion, to award a contract based upon the written proposals it receives without conducting discussions, interviews or negotiations.

- 4) If, in the opinion of the parties, a proposal contains false or misleading statements or references, it may be rejected without notice to Proposer.
- 5) The parties reserve the right to obtain written clarification of any point in a Proposer's proposal or to obtain additional information necessary to properly evaluate a particular proposal. Failure of a Proposer to respond to such a request for additional information or clarification may result in rejection of the proposal.
- 6) The parties reserves the right, without qualification, to select a Proposer for further discussions based solely on the content of the RFPs and relevant information obtained from others concerning the respondent's respective records of past performance.
- 7) In the event that it becomes necessary to revise any part of this RFP due to inquiries raised, an email notifying an addendum, supplement or amendment to this RFP will be provided to Proposers who received an original invitation to bid via email or responded to us with their contact information as described on the cover letter of this RFP. Changes to the RFP shall be accomplished by an amended page or pages.
- 8) Proposer agrees that any response submitted to this RFP will remain current and valid for a period of not less than 120 calendar days from the proposal due date.

8. CLARIFICATION

The Parties reserve the right to request clarification of information submitted and to request additional information from any or all of the proposers.

9. DISQUALIFICATION OF PROPOSALS

More than one proposal under the same or different names from any one proposer will not be considered. Reasonable grounds for believing the proposer is interested in more than one proposal will cause the rejection of all proposals in which the proposer is interested. One or more or all proposals will be rejected if there is reason for believing that collusion exists among proposers or Yakima, Yakima County, Yakima Airport Board, or their officials, agents or employees.

A proposal will not be accepted from any proposer who is in arrears or is in default to the City upon any debt or contract, or who is a defaulter as surety or otherwise upon any obligation to the Airport

10. PROPOSALS TO BE RETAINED

All forms, information, and sealed proposals shall become the property of the City of Yakima.

11. PROPOSERS RESPONSIBLE FOR PROPOSAL

The proposer shall carefully examine the terms of the proposal documents and minimum requirements and shall judge for itself all of the circumstances and conditions affecting its proposal.

12. INDEMNIFICATION

To the maximum extent permitted by law, the consultant shall be liable for and shall hold the Parties harmless from all damage or injury caused to persons or property arising out of the performance of any contract resulting from this Request for Proposals. The consultant shall agree to assume the defense of the Parties and their officers, agents, and employees in all legal proceedings with third parties connected with the consultant's performance under this Contract and to pay all expenses, including court costs and reasonable attorney's fees, incurred by the Parties directly or indirectly on account of such legal proceedings.

The consultant's obligations hereunder are expressly conditioned upon the City's provision of notification to the consultant of the pendency of any such claim or suit. The Parties shall cooperate with the consultant in its handling of any such claim or suit to the extent their interests do not conflict.

13. WITHDRAWAL OF SELECTION

The City reserves the right to withdraw its selection of a proposer without any liability to the Parties at any time before the Contract has been approved and fully executed.

14. NO PROPOSAL COMPENSATION

No proposer will be compensated for submission of a proposal or for any time or services provided as part of the proposal, evaluation, or negotiation process.

15. **PROPOSAL EVALUATION**

a. **Selection Process**

Proposals will be evaluated by a Selection Committee utilizing the Evaluation Method and Criteria described below to rate and rank each proposal. The Selection Committee may invite one or more of the Proposers to a Selection Interview. Following a complete review of the Proposals, the Selection Committee will submit a recommendation to the Yakima City Council and City Manager, Yakima County Commissioners, and Yakima Air Terminal Airport Board for selection of an Airport Manager or Airport Management firm. The City of Yakima/Yakima County/Yakima Air Terminal reserves all rights as described in this RFP including, but not limited to the right to accept or reject any or all proposals, to extend the period for accepting proposals, to advertise the RFP at any time and to waive any minor irregularities in any proposals.

b. **Evaluation Method & Criteria**

Proposals to this RFP will first be reviewed for responsiveness to the requirements. If any information is missing from the required content, the proposal may be deemed non-responsive and returned to proposer and any further review is subject to the Parties discretion.

The parties will also consider the following:

- Qualifications of Airport Manager/Management company members assigned to provide the management and operations of the Airport facility.
- Airport Manager's understanding and general approach will be evaluated, understanding of the City's Airport and current operations, along with understanding of the local environment.
- Overall quality of proposal and quality of services provided.

The Review Committee will make a recommendation based on the criteria in this Proposal to award the contract to a selected Airport Manager. The parties will make the final determination whether or not to award a contract/agreement to an Airport Manager. The parties may conduct interviews of the top scoring Proposals.

c. **Evaluation Criteria**

Recommendations for selection of the Arena Manager will be based on the following weighted criteria of 120 possible points:

	<i>Qualification and Experience</i>	<i>Points</i>
(1)	Management Capacity	0-20
(2)	Experience and Skill	0-25
(3)	Financial Capacity	0-25
(4)	References	0-10
(5)	Compensation	0-20
	<i>TOTAL</i>	<i>100</i>

16. ABOUT THE AIRPORT - YAKIMA AIR TERMINAL – MCALLISTER FIELD DESCRIPTION OF FACILITY AND OPERATIONS:

Draft Airport Master Plan: The draft airport master plan update which should be completed by Feb 2013 by URS Corporation and can be located on the airport’s website at:

<http://www.yakimaairterminal.com/index.cfm?fuseaction=page&pageID=58>

The draft chapters may be found on the “Master Plan Chapters” page.

The Yakima Air Terminal – McAllister Field is located in the City and County of Yakima which is in the heart of Central Washington. The airport is nestled in a valley between two mountain ridges at an elevation 1,099 feet Mean Sea Level. The County is home to 247,141 full-time residents (2011 Census) and covers roughly 4,296 square miles which makes Yakima County the second largest land area in the State of Washington. With Yakima County’s rapidly expanding population it ranks the seventh largest population area in the State of Washington. The Yakima Air Terminal is the gateway for this large area of Central Washington.

Yakima and the surrounding communities provide an abundance of opportunities for year-round recreational activities. Some of these activities include some of the best winter skiing in the U.S., Snowmobiling and snowshoe trails during the winter season. Numerous other activities can be enjoyed during the spring, summer, and

fall which include hiking, boating, rock climbing, white water river rafting, golfing, camping, water skiing, fishing, and much more.

Yakima Valley's wine country offers visitors stunning landscapes, friendly faces, flavorful wines, exquisite hospitality, open roads, farms, and no city traffic.

Facility and Site Characteristics

In 1926, the Yakima Airport site was an 80 acre field full of sagebrush. Since that time, the airport has dramatically expanded to its current size of 825 acres and is home to 160 aircraft. Yakima Air Terminal is a FAA Part 139 certificated airport with its primary runway classified as a C-III able to accommodate the Boeing 737-800 aircraft. The airport is equipped with Airport Rescue and Fire Fighting capabilities which encompass an ARFF Index B upgradable to Index C upon request. The main runway 9/27 is 7604 feet long by 150 feet wide and is equipped with a precision approach Instrument Landing System to accommodate aircraft operations in adverse weather conditions. The secondary runway 4/22 is 3835 feet long by 150 feet wide and will accommodate smaller aircraft operations during times when the main primary runway is not available due to strong southerly winds. Both runways have parallel taxiways that measure the full length of each runway with connecting taxiways located at strategic points. The Yakima Air Terminal experiences about 40,000 aircraft operations per year which of those 18,840 are air carrier operations.

The Yakima Air Terminal also has a variety of pilot services to include an Automated Weather Observation System to provide critical weather information located at the airport. In conjunction with this service, the airport has an Air Traffic Control Tower operated by Serco under a contract with the Federal Aviation Administration.

The Yakima Air Terminal is home to many businesses which range from aircraft servicing to a General Aviation and Light Sport Aircraft production. The wide variety of aircraft services include McAllister Museum of Aviation, McCormick Air Center a full service Fixed Based Operator, Aircraft Hangars, J.R. Helicopter Service, Cub Crafters, and Yakima Aerosport.

The Yakima Air Terminal provides a variety of customer services which include air service to/from the Yakima Valley. In order to facilitate these services the airport has a terminal building located conveniently off of Washington Avenue. The terminal building has 5 aircraft parking gates all of which embark passengers through the ground level concourse. The airport is serviced by SeaPort Airlines which have two daily flights to/from Wenatchee, WA and Portland, OR. The second airline which provides three flights daily to/from Seattle International Airport is Alaska Airlines utilizing the Bombardier Q400 aircraft. Between these two carriers they accommodate approximately 63,000 enplanements per year. The terminal also houses two rental car facilities which are conveniently located adjacent to the baggage claim area. Hertz and Avis/Budget rental car companies allow easy access to vehicles which are parked just east of the terminal building.

Yakima Air Terminal has been the home of Cub Crafters since 1980 where the business started out rebuilding the Super Cub. Since that time, this ambition evolved to the stage where CubCrafters was no longer in the modification business so much as it was building new airplanes - airplanes greatly improved from the original Super Cub. Stronger, safer, easier to fly. More recently, in response to the creation of the Light Sport Aircraft class, CubCrafters developed the 100-horsepower Sport Cub and the phenomenal new 180 hp Carbon Cub SS (which provides the shortest takeoff, fastest climb rate and shortest landing of any aircraft in its class). Currently CubCrafters operates in a modern 40,000 square foot facility on the eastern part of Yakima Air Terminal.

Yakima Air Terminal is also home to the McAllister Museum of Aviation where the museum displays years of history to include how Yakima Air Terminal became the airport as it is today.. Charlie and Alister McAllister acquired and rebuilt their first airplane, a Standard J1, in 1925. In 1926 they took flying lessons from the famous instructor and aerobatic pilot Tex Rankin. Then they flew their Standard J1 to Yakima to start their first flight school. At that time, there was no airport, simply a field known as Goodman's Pasture. Later on, the pasture was converted to the Yakima Airport, McAllister Field.

The National Guard is also located on the south side of the airport in a modern, state of the art facility. As a tenant of the airport and Central Washington, the National Guard enables its troops to respond to domestic emergencies, combat missions, counterdrug efforts, reconstruction missions and more—all with equal speed, strength and efficiency. This may include community efforts, responding to wildfires, floods, or any natural disasters. The approximate 8,000 sq ft facilities is also available to the public where they host many events to include Graduations/Receptions, Social/Youth Events, Group Meetings, Sports, Tournaments/competitions, Birthday Parties/Potlucks, Classes/Seminars, Antique Shows, Rummage Sales, Dog/Cat Shows, and Charity Events.

McCormick Air Center is Yakima Air Terminal's full service Fixed Base Operator which provides a wide variety of aircraft services which include:

- Full/Self service fuel
- Jet A and 100LL (full service/self fuel)
- Airframe & PowerPlant Maintenance
- Ground Service Equipment
- Hangar rentals (T and Box)
- Aircraft parking
- Aircraft rental
- Aircraft flight instruction
- Pilot lounge and briefing station
- Passenger lounge with flat screen TV

- Courtesy car
- Coffee
- Ice
- Catering
- Hotel Arrangements

Financial Condition and Air Service Development

The Yakima Air Terminal has experienced difficulty in its financial performance over the past five years. Its revenues have been essentially flat, while its expenses have risen:

Year	Operating Revenues	Operating Expenses Before Depreciation	Operating Income / (Loss) Before Depreciation
2007	1,057,921	945,528	112,393
2008	1,086,376	1,049,920	36,456
2009	1,049,219	1,237,183	(187,964)
2010	1,056,972	1,238,470	(181,498)
2011	1,067,662	1,126,012	(58,350)

During that last five years, the Yakima Air Terminal has lost revenue due to closure of the terminal’s coffee shop, and restaurant, in-terminal travel agency. The revenue derived from contracts with air carriers has also declined due to Horizon Airlines’ schedule and equipment changes (now 3 flights a day utilizing the Q400 instead of 7-8 flights per day to Seattle using the smaller Dash 8-200), and the discontinuation of service from Yakima to Salt Lake City by Delta Airlines (Skywest). The revenue derived from commercial rents has declined and legal fees related to commercial properties have increased. The Yakima Air Terminal also anticipates that the increasing net costs associated with TSA LEO regulations and reductions in related TSA reimbursement rates will present a significant fiscal risk for the future.

Current commercial airline service departs and arrives only to and from Seattle, Portland, and Wenatchee. Thus, business and personal airline users must incorporate Seattle or Portland connections and layovers in order to travel to points east of Yakima. In the alternative, Pasco airport offers departures to Denver, Salt Lake City and San Francisco, thus enabling faster, more direct travel time for business travelers. East-directed access can also be found at the Redmond (Oregon) Airport, offering access to same cities. No study has yet been conducted which would illustrate the economic impact of the current limited east-directed access of Yakima Air Terminal. However, it is generally believed that east-directed access would enhance commercial air traffic and very positively affect Air Terminal revenues, as well as those of other commercial activities at the Yakima Air Terminal.

Current Airport Management and Operations

The Yakima Air Terminal is currently managed and run by airport employees who manage all day-to-day functions of the airport. These daily tasks include monitoring the daily operations, leasehold compliance, real estate property management, coordination with Federal, State, County and local agencies/organizations on projects affecting the airport environment, personnel management, budget creation and management and Capital Improvement Projects.

The staff includes:

- (1) Airport Manager
- (1) Assistant Airport Manager
- (1) Administrative Assistant of Projects, Leases, Security
- (1) Administrative Assistant – Finance and Human Resources
- (1) Terminal Building Maintenance Specialist
- (2) Part Time Custodians
- (1) Airport Maintenance Lead
- (3) Airport Maintenance Specialist

Essential duties and responsibilities with airport maintenance specialists include the following (other duties may be assigned):

- a. Performs annual training including Airport Certification Manual (ACM) standards, markings, signs, ground vehicle operations, NOTAM, winter safety and operations, airport safety, self inspections, fuel handling, hazardous wildlife attractions and wildlife control. Employee is responsible for knowing, understanding and being able to take action on these topics in order to keep the airport in FAR 139 compliance.
- b. Performs maintenance duties including vegetation management within the Air Operations Area/landside mowing, weeding, tree/grass trimming, spraying grass to assure all aspects of the airfield meet stringent FAR's while assuring the airport looks astatically appealing.
- c. Operates following equipment but not limited to: snowplows, snow blower, case loader with multiple attachments, mobile sweeper, air blast sweeper, backhoe, forklift, boom truck, tractors, chipper, air stairs, Line Lazer striper and city bus for tours. Employee will also maintain the three A.R.F.F. vehicles located at the airport fire department and the airport vehicles. Regularly scheduled maintenance for these vehicles would include lube, oil, and filter. Other repairs range from brakes to starters from water pumps to rear main seals.
- d. Employee performs airside painting to maintain all the paint on the airfield as need and required by the FAA. All painting projects must follow stringent guild lines per the FAA's Advisory Circular which include the following areas: Runways, Taxiways, Intersections, Ramps and service roads (138 acres of

pavement). Other areas that may require painting are building interior, exterior, parking lots and main terminal circle drive.

- e. Performs general maintenance on the airfield to include perimeter fences, manual and hydraulic gates, signs and the airport's controlled access system.
- f. Maintains airport electrical systems for all airport owned buildings and equipment. These areas include repairing or replacing airfield lighting bulbs, fixtures, outlets, switches, streetlights in parking lot and circle drive, baggage belt, baggage doors, sprinkler system controls, and reader board sign. Employee will also maintain airfields back-up generator system.
- g. Coordinates wildlife control on the airport through various methods including non-lethal dispersal, vehicle sirens, bird bangers and environmental changes. Some lethal dispersal may be required when wildlife hazards become a high risk. Maintain written or electronic records of all wildlife activity on airport property and surrounding areas.
- h. Performs snow removal functions when required by the airport's Snow and Ice Control Plan. Employees use various pieces of equipment to maintain safe standards on the airfield. Employee may be on call 24/7 during winter months to perform these duties.
- i. Assist in various forms of aircraft diverts which include marshaling, parking aircraft and passenger assistance with small/large aircraft.
- j. Perform building maintenance work for airport owned property which includes roof repair, HVAC systems, plumbing, electrical, security access control system and any form of carpentry work that can be accomplished in house.
- k. Employee is responsible for inventory of parts listing form nuts & bolts to filters, light bulbs, oils, fuel, etc.
- l. Perform various functions of fabrication of metals which include cut, weld, heat, drill, bend, and twist metal to make repairs and parts for equipment. Airport owned signs may be developed through maintenance department which consists of metal bending and cutting equipment. Repair and manufacture many wood products with the saws and drills.
- m. Keep records on all the equipment and training accomplished per the FAA. Some record keeping measures include but not limited to mileage, fuel usage, oil changes and repairs.

17. ABOUT THE CITY

The City of Yakima, county seat of Yakima County, was incorporated in 1886 and is located in central Washington State. It encompasses 28.7 square miles in an area of rich volcanic soil. The City is 145 miles southeast of Seattle, 200 miles southwest of Spokane, and 180 miles northeast of Vancouver, Washington. The region is served by rail, highway and air transportation facilities, which have helped develop the City as the commercial and business center of Central Washington. With a 2011 population of 91,630 Yakima is the ninth largest city in the State of Washington.

The City of Yakima operates as a first class charter city under the Council/Manager form of government. The City Council consists of seven Council members, four of whom are elected from separate districts, and three elected at large. The Council chooses the Mayor, from within its own membership, every two years.

The City provides the full range of municipal services contemplated by charter or statute. These include public safety (police, fire, and building), public improvements (streets, traffic signals), sanitation (solid waste disposal, sanitary wastewater utility), water and irrigation utilities, transit, community development, parks and recreation, and general administrative services.

The City of Yakima lies within Yakima County in the fertile Yakima River Valley. Apples, cherries, pears, grapes, and other fruits, plus a wide variety of field crops and vegetables make the Yakima Valley one of the top agricultural producing areas of the nation. Agriculture crops stretch over 350,000 acres and produce over thirty types of fruits and vegetables. Irrigation in the valley is made possible from water from the U.S. Bureau of Reclamation's Yakima Project. With its farm production base, the Yakima area is a major food processing region.

Adding to the area's economy are over 250 manufacturing firms in the Yakima area that produced a variety of products including wood products, packaging, plastic products, produce and aircraft parts.

- *Del Monte*, officially formed in the Yakima Valley in 1910, packs cherries and pears within the Yakima Valley and employs approximately 23 full time, and 600 seasonal employees.
- *Shields Bag and Printing*, originating in 1935, has grown from a small town printer to a leader in the flexible packaging industry. Currently, Shields employs over 450 people.
- *GE Aviation* located in Yakima, a primary manufacturer of hydraulic equipment for the aerospace industry. The Yakima plant, with about 300 employees, focuses on landing gear and hydraulic systems.

- *Irwin Research and Development* located in Yakima, a primary manufacturer of polystyrene packaging machinery for the food industry. The company has operated in Yakima for over 20 years and employs more than 125 people.

Transportation

Commercial airline service is provided by Alaska Airlines through the Yakima Air Terminal. Greyhound Bus has regular passenger service schedules to and from Yakima, and the Burlington Northern Santa Fe Railroad supplies product services for Yakima. The air, highway and rail systems in the Yakima Valley provide critical, high quality services to our agricultural, industrial, commercial and tourism based businesses.

Hospitals

There are two major hospitals in the Yakima area. Yakima Valley Memorial Hospital inpatient services include, but are not limited to, Cardiology, Critical Care, Orthopedics, the Family Birthplace, Pediatrics Unit, Neonatal Intensive Care, Surgery, Psychiatric Health Care, Respiratory Therapy, as well as a Laboratory and a Pharmacy, and maintains a staff of approximately 2,200 employees. Yakima Regional Medical and Cardiac Center provides a full complement of medical services, including open heart surgery, a 17-bed CARF accredited inpatient rehabilitation unit, a newly renovated and expanded 21-bed emergency department, a level III trauma designation, an on campus MRI service and over 900 employees.

Cancer Care Clinic

The North Star Lodge is a 36,000 square foot outpatient Cancer Center built in 2000, and founded by Memorial Hospital. The facility offers services beyond what many major medical centers offer. The innovative and comprehensive cancer care offered at North Star Lodge allows Central Washington cancer patients the same innovative treatments available at major cancer centers throughout the country.

Museum

When the 65,000 square foot Yakima Valley Museum was remodeled in 2002, the project added 4,500 square feet of space to the interior, and gave the front of the building a new look. Historical exhibits about the Yakima Valley, including its natural history, American Indian culture, pioneer life, early city life, and information regarding the Yakima Valley's agriculture history are available, as well as the Museum Soda Fountain, a functioning replica of a late 1930's Art Deco soda fountain.

Economic Development

The nonprofit Yakima County Development Association (New Vision), originally funded with \$1,000,000 in donations from local business and industry, has made tangible progress over the years in business expansion, industrial recruitment, development of new business ventures and infrastructure development with broad

public and private sector involvement. Over the past five years New Vision has provided in-depth assistance to 19 companies that have located or expanded business facilities in Yakima County. These companies have collectively invested over \$75 million in new facilities or equipment and created over 750 new jobs.

Higher Education

There are several higher education institutions serving the Yakima area. Yakima Valley Community College (YVCC) in Yakima and Grandview is a two-year institution founded in 1928, which offers a multitude of academic programs. In the fall of 2003 the Deccio Higher Education Center was opened on the YVCC campus. The center is a new approach taken by the state to provide higher education to the area and houses YVCC student services, eleven interactive television classrooms, two video conference rooms, seven computer labs, two workshop /seminar rooms, a graduate study area, and a large meeting room. Heritage University is located a few miles southeast of Yakima, and is an accredited four-year liberal arts college. Perry Technical Institute offers a nationally recognized vocational / technical program and is accredited by ACCSCT (Accrediting Commission of Career Schools and Colleges of Technology). The Pacific Northwest University of Health Sciences (PNWU) opened in 2008, trains approximately 75 new primary care physicians per year, and is the first medical university to open in the entire Pacific Northwest in 60 years.

Tourism

Yakima is a popular location for sports events, conventions and a variety of tourism activities due to its dry climate, approximately 300 days of sunshine annually, and convenient central location in the State. The Yakima area provides hunting, fishing and water skiing opportunities, and provides numerous recreation opportunities in both summer and winter. Yakima is located within an hour's drive of abundant recreational activities, such as snow skiing, hiking, mountain climbing, and rock climbing, located in numerous National Parks, including Mt. Rainier National Park.

A growing industry bringing increasing numbers of tourists to the Yakima Valley is Yakima Valley's magnificent vineyards and wineries. The area is fast becoming known as the "Gateway to Wine Country." There are over forty wineries located in the Yakima Valley, and many area wines have received significant recognition and awards.

Recreational opportunities are plentiful in Greater Yakima. There are 34 parks, for a total of 352 acres, located within the City for public use. In 2011, the City operated two swimming pools – one outdoor and one indoor, along with two water playground areas and two skate parks. In addition, there are two public and one private 18-hole golf courses, three nine hole courses and 24 public tennis courts. There are also six little league fields and seven softball fields – five of which have lighting. In addition to the six fields located in City parks, the J.M. Perry Complex has fields that can be configured into either ten youth or six full size soccer fields.

Facilities within the area which provide for various conventions, sports and other tourism related activities include:

- The Yakima Convention Center has an impressive 41,000 square feet of meeting space available. The fully carpeted, column free, 23,400 square foot Grand Ballroom can be divided into eight separate rooms and the South Ballroom can be divided into six separate rooms, allowing many possible variations to fit specific needs.
- . The State Fair Park, the home of the Central Washington State Fair, featuring the Sun Dome – the largest facility of it’s type in the world, hosts year-round world tour class events, and the Yakima Baseball Stadium, a professional minor league class 3,000 seat capacity stadium.
- The Capitol Theatre, a magnificent and historical theatre originally built in 1920, seats 1,500 and holds over 150 activities and events annually. The theatre recently expanded by adding a Production Center which was completed in late 2010. This facility includes a 500 seat black box theatre now known as the “4th Street Theatre”, as well as an expanded loading/unloading area that will accommodate larger productions, and an additional basement storage area.

ATTACHMENT 1

SAMPLE STANDARD PROFESSIONAL SERVICES AGREEMENT

The respondent awarded the contract will be required to sign a contract with the Yakima Air Terminal which will address all of the proposal elements. Included below is a sample contract subject to negotiation by both parties.

AGREEMENT

For Professional Services

THIS AGREEMENT ("Agreement") is made and entered into this ____ day of _____, 20____ by and between the Yakima Air Terminal ("YAT"), and ("Consultant").

WHEREAS, YAT is undertaking the following project: ("Project"); and

WHEREAS, YAT desires to retain the services of a Consultant to complete the Project as set forth in this Agreement; and

WHEREAS, Consultant desires to provide those services to YAT.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

1. Services. YAT agrees to retain Consultant to provide the services set forth in Exhibit A, attached hereto and incorporated herein by reference ("Services"), and Consultant agrees to so serve. Consultant warrants and represents that it has the requisite authority, capacity, experience, and expertise to perform the Services in

compliance with the provisions of this Agreement and all applicable laws and agrees to perform the Services on the terms and conditions set forth herein. YAT reserves the right to omit any of the Services identified in Exhibit A upon written notice to Consultant.

2. Compensation. YAT agrees to pay Consultant a sum not to exceed-- Dollars (), as adjusted to reflect the deletion by YAT of any of the Services set forth in Exhibit A. YAT shall make payment upon receipt and approval of invoices submitted by Consultant, which invoices shall be submitted to YAT not more frequently than monthly and which shall identify the specific Services performed for which payment is requested.

3. Term. The Term of this Agreement shall be from the date first written above until _____, unless extended by written agreement of the parties.

4. Appropriation. The parties agree and acknowledge that this Agreement does not constitute a multiple fiscal year debt or financial obligation of YAT based on YAT's ability to terminate this Agreement pursuant to "Termination," below. Consultant acknowledges that YAT has made no promise to continue to budget funds beyond the current fiscal year and that YAT has and will pledge adequate cash reserves on a fiscal year-by-fiscal year basis.

5. Monitoring and Evaluation. YAT reserves the right to monitor and evaluate the progress and performance of Consultant to ensure that the terms of this Agreement are being satisfactorily met in accordance with YAT's and other applicable monitoring and evaluating criteria and standards. Consultant shall cooperate with YAT relating to such monitoring and evaluation.

6. YAT Property. Reports, surveys, maps, plans, drawings, photographs, and any other tangible materials produced by Consultant pursuant to this Agreement shall at all times be considered YAT property.

7. Independent Contractor. The parties agree that Consultant shall be an independent contractor and shall not be an employee, agent, or servant of YAT. **Consultant is not entitled to workers' compensation benefits from YAT and is obligated to pay federal and state income tax on any money earned pursuant to this Agreement.**

8. **FAA Grant Assurance Requirements and Non Discrimination.** Contractor shall perform or comply with all FAA grant assurances.

9. Insurance Requirements.

a. Comprehensive General Liability Insurance. Consultant shall procure and keep in force during the duration of this Agreement a policy of comprehensive general liability insurance insuring Consultant and naming City of Yakima, Yakima County and the Yakima Air Terminal as an additional insured against any liability for personal injury, bodily injury, or death arising out of the performance of the Services with at least One Million Dollars (\$1,000,000) each occurrence. The limits of said insurance shall not, however, limit the liability of Consultant hereunder.

b. Comprehensive Automobile Liability Insurance. Consultant shall procure and keep in force during the duration of this Agreement a policy of comprehensive automobile liability insurance insuring Consultant and naming City of Yakima, Yakima County and the Yakima Air Terminal as an additional insured against any liability for personal injury, bodily injury, or death arising out of the use of motor vehicles and covering operations on or off the site of all motor vehicles controlled by Consultant which are used in connection with the Project, whether the motor vehicles are owned, non-owned, or hired, with a combined single limit of at least One Million Dollars (\$1,000,000). The limits of said insurance shall not, however, limit the liability of Consultant hereunder.

c. Professional Liability Insurance. If Consultant is an architect, engineer, surveyor, appraiser, physician, attorney, accountant, or other licensed professional, or if it is customary in the trade or business in which Consultant is engaged to carry professional liability insurance, or if YAT otherwise deems it necessary, Consultant shall procure and keep in force during the duration of this Agreement a policy of errors and omissions professional liability insurance insuring Consultant against any professional liability with a limit of at least One Million Dollars (\$1,000,000) per claim and annual aggregate. The limits of said insurance shall not, however, limit the liability of Consultant hereunder.

d. Terms of Insurance.

(i) Insurance required by this Agreement shall be with companies qualified to do business in the State of Washington with a general policyholder's financial rating of not less than A- as set forth in the most current edition of "Best's Insurance Reports" and may provide for deductible amounts as Consultant deems reasonable for the Services, but in no event greater than Twenty Thousand Dollars (\$20,000.00). No such policies shall be cancelable or subject to reduction in coverage limits or other modification except after thirty (30) days prior written notice to YAT. Consultant shall identify whether the type of coverage is "occurrence" or "claims made." If the type of coverage is "claims made," which at renewal Consultant changes to "occurrence," Consultant shall carry a six (6)-month tail. Consultant shall not do or permit to be done anything that shall invalidate the policies.

(ii) The policies described in subparagraphs a. and b. above shall be for the mutual and joint benefit and protection of Consultant and City of Yakima, Yakima County and the Yakima Air Terminal. Such policies shall provide that City/County or YAT, although named as an additional insured, shall nevertheless be entitled to recovery under said policies for any loss occasioned to it, its officers, employees, and agents by reason of negligence of Consultant, its officers, employees, agents, subcontractors, or business invitees. Such policies shall be written as primary policies not contributing to and not in excess of coverage the YAT may carry.

e. Workers' Compensation and Other Insurance. During the term of this Agreement, Consultant shall procure and keep in force workers' compensation insurance and all other insurance required by any applicable law. If under Washington law Consultant is not required to carry workers' compensation insurance, Consultant shall provide YAT an executed Certificate of Exemption From Statutory Workers' Compensation Law and Acknowledgement of Risk/Hold Harmless Agreement, which shall be attached hereto as Exhibit B and incorporated herein by reference.

f. Evidence of Coverage. Before commencing work under this Agreement, Consultant shall furnish to YAT certificates of insurance policies evidencing insurance coverage required by this Agreement. Consultant understands and agrees that YAT shall not be obligated under this Agreement until Consultant furnishes such certificates of insurance.

g. Subcontracts. Consultant agrees to include the insurance requirements set forth in this Agreement in all subcontracts. YAT shall hold Consultant responsible in the event any subcontractor fails to have insurance meeting the requirements set forth in this Agreement. YAT reserves the right to approve variations in the insurance requirements applicable to subcontractors upon joint written request of subcontractor and Consultant if, in YAT's opinion, such variations do not substantially affect YAT's interests.

10. Indemnification. Consultant hereby covenants and agrees to indemnify, save, and hold harmless City of Yakima, Yakima County, the Yakima Air Terminal, their officers, employees, and agents from any and all liability, loss, costs, charges, obligations, expenses, attorney's fees, litigation, judgments, damages, claims, and demands of any kind whatsoever arising from or out of any negligent act or omission or other tortious conduct of Consultant, its officers, employees, or agents in the performance or nonperformance of its obligations under this Agreement.

11. Termination.

a. Generally. YAT may terminate this Agreement without cause if it determines that such termination is in YAT's best interest. YAT shall effect such termination by giving written notice of termination to Consultant, specifying the effective date of termination, at least fourteen (14) calendar days prior to the effective date of termination. In the event of such termination by YAT, YAT shall be liable to pay Consultant for Services performed as of the effective date of termination, but shall not be liable to Consultant for anticipated profits. Consultant shall not perform any additional Services following receipt of the notice of termination unless otherwise instructed in writing by YAT.

b. For Cause. If, through any cause, Consultant fails to fulfill its obligations under this Agreement in a timely and proper manner, violates any provision of this Agreement, or violates any applicable law, YAT shall have the right to terminate this Agreement for cause immediately upon written notice of termination to Consultant. In the event of such termination by YAT, YAT shall be liable to pay Consultant for Services performed as of the effective date of termination, but shall not be liable to Consultant for anticipated profits. Consultant shall not perform any additional Services following receipt of the notice of termination. Notwithstanding the above, Consultant shall not be relieved of liability to YAT for any damages sustained by YAT by virtue of any breach of this Agreement, and YAT may withhold payment to Consultant for the purposes of setoff until such time as the exact amount of damages due to YAT from Consultant is determined.

12. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Washington, and venue shall be in Yakima County, Washington. This agreement shall also be governed by all federal, state, and local laws, ordinances, rules, and regulations that in any manner affect the work including but not limited to applicable FAA and TSA regulations and policies.

13. AIRPORT SECURITY. The Federal Transportation Security Administration is the federal agency primarily responsible for overseeing the security measures utilized by the airport owner pursuant to the relevant provisions of Chapter 49, United States Code, and regulations adopted under the authority of the Code, including but not limited to 49 CFR 1540, 49 CFR 1542, et seq. Violations of the statutes or regulations may result in severe civil monetary penalties being assessed against the airport operator. It is the intent of the YAT that the burdens and consequences of any security violations imposed upon the YAT as a result of actions by the prospective Airport manager or management entity, or its employees, agents, invitees, or licensees shall be borne by the prospective Airport manager or management entity.

14. Assignability. Consultant shall not assign this Agreement without YAT's prior written consent.

15. Binding Effect. This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective heirs, personal representatives, successors, and assigns.

16. Survival Clause. The “Indemnification” provision set forth in this Agreement shall survive the completion of the Services and the satisfaction, expiration, or termination of this Agreement.

17. Entire Agreement. This Agreement contains the entire agreement of the parties relating to the subject matter hereof and, except as provided herein, may not be modified or amended except by written agreement of the parties.

18. Severability. In the event a court of competent jurisdiction holds any provision of this Agreement invalid or unenforceable, such holding shall not invalidate or render unenforceable any other provision of this Agreement.

19. Headings. Paragraph headings used in this Agreement are for convenience of reference and shall in no way control or affect the meaning or interpretation of any provision of this Agreement.

20. Notices. Written notices required under this Agreement and all other correspondence between the parties shall be directed to the following and shall be deemed received when hand-delivered or three (3) days after being sent by certified mail, return receipt requested:

City: Sue Ownby
Purchasing Manager
129 No. 2nd St.
Yakima, WA 98901

Consultant:

21. Time of the Essence. Consultant acknowledges that time is of the essence of this Agreement. Consultant's failure to complete any of the Services contemplated herein during the Term of this Agreement, shall be deemed a breach of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

YAKIMA AIR TERMINAL

By: _____

Title:

CONSULTANT:

By:

Title:

NONCOLLUSION AFFIDAVIT

STATE OF _____)

COUNTY OF _____)

Authorized Agent) _____, _____ of lawful age, being first duly (Seller's sworn on oath state that:

1. I am the authorized agent of Seller herein for the purposes of certifying facts pertaining to the existence of collusion between and among bidders and municipal officials or employees, as well as facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in the letting of any contract pursuant to the bid to which this statement is attached.

2. I am fully aware of the facts and circumstances surrounding the making of Seller's Bid to which this statement is attached, and I have been personally and directly involved in the proceedings leading to the submission of such bid; and

3. Neither the Seller nor anyone subject to the Seller's direction or control has been a party:
 - a. to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding,
 - b. to any collusion with any municipal official or employee as to quantity, quality, or price in the prospective contract, or as to any other terms of such prospective contract, nor
 - c. in any discussions between bidders and nay municipal official concerning exchange of money or other things of value for special consideration in the letting of a contract.

By: _____

Signature