

To: Airport Authority members  
From: Steven E. Tackes, Esq., Airport Counsel  
Re: Counsel briefing

1. DISCUSSION AND POSSIBLE ACTION TO CONSIDER AIRPORT MANAGER PERFORMANCE INCLUDING THE CHARACTER, ALLEGED MISCONDUCT, PROFESSIONAL COMPETENCE, OR PHYSICAL OR MENTAL HEALTH OF THE AIRPORT MANAGER, TIM ROWE; (NRS 241). MAY INCLUDE SOME OR ALL OF THE FOLLOWING:

a. EVALUATION OF PERFORMANCE ON MANAGEMENT OF THE AIRPORT, EMPHASIS ON SAFETY, COMPLIANCE WITH FAA RULES, REGULATIONS, POLICES, SAFETY MEASURES AND LEASE REQUIREMENTS; WITHHOLDING INFORMATION FROM THE AUTHORITY THAT IS CRITICAL TO SAFE OPERATION OF THE AIRPORT; RUNWAY INCURSION OCCURANCES.

b. CONFLICT OF INTEREST; WORKING SIDE JOBS FOR PAY FOR TENANTS; APPLYING FOR CONTRACT AND PERMANENT WORK FOR TENANTS.

c. CLOSING AIRPORT FACILITIES FOR NON-AVIATION ACTIVITIES;

d. PROTECTION VERSUS WASTE OF AIRPORT FACILITIES; FAILURE TO MAINTAIN TERMINAL BUILDING; ACTIONS CONTRARY TO AUTHORITY DIRECTION WHICH HARMED BUILDING; RAMP MAINTENANCE FAILURES

e. CONTRACTING AND MODIFYING CONTRACTS WITHOUT AIRPORT AUTHORITY APPROVAL; SECURITY CONTRACT.

f. UNDERSTANDING AND PREPARATION OF AIRPORT OPERATING BUDGET, ADJUSTING EXPENDITURES AS NECESSARY.

g. EVALUATE OPERATIONS, MAINTENANCE, POLICIES AND PROCEDURES AND MAKE OR RECOMMEND CHANGES FOR IMPROVEMENT TO AIRPORT AUTHORITY

h. SUPERVISION OF AIRPORT SUPPORT STAFF, ASSIGNMENT OF DUTIES AND RESPONSIBILITIES, CREATION OF WORK SCHEDULES AND TRAINING PLANS; FAILURE TO PROVIDE DESPITE REQUESTS FROM 2015 REPEATED IN 2016; TAKING UNAPPROVED VACATION TIME

i. REFUSAL TO PROVIDE INFORMATION REQUESTED BY AUTHORITY MEMBERS; FAILURE TO UNDERSTAND AND FOLLOW CHAIN OF AUTHORITY, REPORTING RESPONSIBILITIES, AND SPECIFIC JOB

DUTIES.

j. UNAUTHORIZED COMMITMENTS TO CLOSE AIRPORT OR AIRCRAFT MOVEMENT AREAS FOR NON-AVIATION USE WITHOUT AIRPORT AUTHORITY APPROVAL.

k. UNAUTHORIZED ACTIONS WITH REGARD TO THE AIRPORT SIGN. (K. Hutter, D. Peterson, T. Rowe)

This item tracks the requirement of NRS 241.033, which addresses inclusion of an agenda item to consider “the character, alleged misconduct, professional competence, or physical or mental health of any person.” Per that statute, notice of the item must be served on the person at least 5 working days prior to the meeting (ie. more advance than the requirement to post and distribute the Agenda.). Attached is a copy of the affidavit showing that the service was completed. Per the Notice, “Action taken may include making changes to your goals and objectives that you deem to be adverse administrative action. As an at-will employee, action can be taken with or without cause. There is no obligation to provide any form of progressive discipline. As such, the action taken may include TERMINATION, REMEDIAL ACTION OR OTHER RESTRICTION ON EMPLOYMENT as deemed appropriate by the Airport Authority.”

Also attached is the briefing that was distributed at the direction of the Chairman.

Per the Airport Manager’s private counsel (John Moore, Esq.), the Airport Manager may be submitting a responsive briefing.

I was also informed that there may be a large number of public commenters. The Chairman may set the procedure. I have recommended that the Chairman follow the same procedure that has been used for most items at our meetings, namely; 1. The item sponsors present the item. 2. The Airport Manager gets an opportunity for response 3. Public comments are taken. 4. Discussion/deliberation by the Authority members culminating in a Motion, 2<sup>nd</sup>, further discussion by the Authority members if any, then a vote.

Proposed Motion (depends on the deliberations; actions permitted include Termination, Remedial Action or other Restriction on Employment);

I move that the employment of the Airport Manager be terminated effective

\_\_\_\_\_.

Or

I move that the following remedial action as to the Airport Manager’s employment take place \_\_\_\_\_.

Or

I move that the following restriction be placed on the Airport Manager’s employment: \_\_\_\_\_.

2. DISCUSSION AND POSSIBLE ACTION TO AUTHORIZE THE CHAIRMAN TO HIRE A TEMPORARY AIRPORT MANAGER PENDING REPLACEMENT OF AIRPORT MANAGER AND ADJUST DUTIES OF AIRPORT MAINTENANCE PERSON; AND AUTHORIZE CHAIRMAN TO APPOINT A SEARCH COMMITTEE FOR A NEW AIRPORT MANAGER THROUGH REGIONAL ADVERTISING (K.Hutter)

This item is included in the event that termination or other restriction in the prior matter takes place necessitating a replacement Airport Manager.

Proposed Motion (depends on prior item):

I move that the Chairman be authorized to hire a temporary airport manager pending replacement of the Airport Manager; adjust the duties of the Airport Maintenance Person; and authorize the Chairman to appoint a search committee for a new airport manager through regional advertising.

3. DISCUSSION AND POSSIBLE ACTION AND WORKSHOP REGARDING THE TENTATIVE BUDGET FOR FISCAL YEAR 2016/2017. (M. White, B. Kohn, T. Rowe)

This is a carry over from the last meeting and a correction to include the north ramp construction project in the budget, as well as respond to other items that are in question.

Proposed Motion (after discussion of the various budget items)

I move we direct Beth Kohn, CPA, to make the changes discussed and return the tentative budget to us for the May 18, 2016 meeting for consideration of adoption as the final budget.

4. DISCUSSION AND POSSIBLE ACTION TO APPROVE THE PROPOSAL BY THE U.S.M.C. TO CONDUCT OPERATIONS AT THE CARSON CITY AIRPORT BETWEEN JUNE 10<sup>TH</sup> AND 22<sup>ND</sup>, 2016; STAGING OF AIRCRAFT; THE BILLETING OF APPROXIMATELY 200 PEOPLE; MEMORANDUM OF UNDERSTANDING REGARDING LIABILITY ISSUES. (T. Rowe; S.Tackes)

This was placed on the Agenda to give the Authority a chance to review and approve the Memorandum of Understanding (MOU).

The action taken at the last meeting was to approve the proposed USMC operation in concept subject to an MOU to address the liability and other issues raised at the meeting.

I sent the draft MOU to the USMC last week (the same day they contacted me with the appropriate contact information), but have not heard back yet. A copy of the MOU as proposed is attached.

Proposed Motion

If agreement is reached on the terms of the MOU—I move we approve the MOU (as drafted by counsel; or if changed, with the following changes).

If no response is received from the USMC- I move we approve the MOU drafted by counsel for use with the USMC on this operation.

5. DISCUSSION AND POSSIBLE ACTION REGARDING THE REPAIR OR REPLACEMENT OF THE ROOF AND TO MITIGATE THE MOLD HAZARDS PRESENT IN THE TERMINAL BUILDING; BID FOR STRUCTURAL ANALYSIS RECEIVED FOR \$7,150. (K. Hutter, D. Peterson, T. Rowe)

The proposed motion will depend on what you decide to do. Last month the action by the Authority (per audio record) was to first investigate the structural integrity of the building. Specifically, the motion was to accept the bid for \$89,000 bid but to allocate up to \$2500 to first do an investigation of the structural integrity along with requesting the contractor's solution if a problem is found, with the option to terminate the project if a critical problem were found. The bid for the investigation was received at \$7,150.

**Proposed Motion**

I move we\_\_\_\_\_.

Airport Counsel Report. Nothing additional at this time.

## **UPDATED WRITTEN NOTICE OF MEETING**

Hand delivered April 29, 2016 to  
Tim Rowe, Airport Manager, Carson City Airport  
Cc: John Moore, Esq. (via email)  
Cc: Airport Authority Members (via email)

Please note that on May 9, 2016, at the meeting scheduled for 6pm at the Carson City Community Center (Sierra Room), 851 E. William, Carson City, Nevada, the Carson City Airport Authority may take administrative action as set forth below, pursuant to an Agenda item to be placed for that meeting to review your performance as Airport Manager. Action taken may include making changes to your goals and objectives that you deem to be adverse administrative action. As an at-will employee, action can be taken with or without cause. There is no obligation to provide any form of progressive discipline. As such, the action taken may include TERMINATION, REMEDIAL ACTION OR OTHER RESTRICTION ON EMPLOYMENT as deemed appropriate by the Airport Authority.

Topics for discussion and action include:

1. DISCUSSION AND POSSIBLE ACTION TO CONSIDER AIRPORT MANAGER PERFORMANCE INCLUDING THE CHARACTER, ALLEGED MISCONDUCT, PROFESSIONAL COMPETENCE, OR PHYSICAL OR MENTAL HEALTH OF THE AIRPORT MANAGER, TIM ROWE; (NRS 241). MAY INCLUDE SOME OR ALL OF THE FOLLOWING:
  - a. EVALUATION OF PERFORMANCE ON MANAGEMENT OF THE AIRPORT, EMPHASIS ON SAFETY, COMPLIANCE WITH FAA RULES, REGULATIONS, POLICIES, SAFETY MEASURES AND LEASE REQUIREMENTS; WITHHOLDING INFORMATION FROM THE AUTHORITY THAT IS CRITICAL TO SAFE OPERATION OF THE AIRPORT; RUNWAY INCURSION OCCURANCES.
  - b. CONFLICT OF INTEREST; WORKING SIDE JOBS FOR PAY FOR TENANTS; APPLYING FOR CONTRACT AND PERMANENT WORK FOR TENANTS.
  - c. CLOSING AIRPORT FACILITIES FOR NON-AVIATION ACTIVITIES.
  - d. PROTECTION VERSUS WASTE OF AIRPORT FACILITIES; FAILURE TO MAINTAIN TERMINAL BUILDING; ACTIONS CONTRARY TO AUTHORITY DIRECTION WHICH HARMED BUILDING; RAMP MAINTENANCE FAILURES.
  - e. CONTRACTING AND MODIFYING CONTRACTS WITHOUT AIRPORT AUTHORITY APPROVAL; SECURITY CONTRACT.
  - f. UNDERSTANDING AND PREPARATION OF AIRPORT OPERATING BUDGET, ADJUSTING EXPENDITURES AS NECESSARY.

- g. EVALUATE OPERATIONS, MAINTENANCE, POLICIES AND PROCEDURES AND MAKE OR RECOMMEND CHANGES FOR IMPROVEMENT TO AIRPORT AUTHORITY.
- h. SUPERVISION OF AIRPORT SUPPORT STAFF, ASSIGNMENT OF DUTIES AND RESPONSIBILITIES, CREATION OF WORK SCHEDULES AND TRAINING PLANS; FAILURE TO PROVIDE DESPITE REQUESTS FROM 2015 REPEATED IN 2016; TAKING UNAPPROVED VACATION TIME.
- i. REFUSAL TO PROVIDE INFORMATION REQUESTED BY AUTHORITY MEMBERS; FAILURE TO UNDERSTAND AND FOLLOW CHAIN OF AUTHORITY, REPORTING RESPONSIBILITIES, AND SPECIFIC JOB DUTIES.
- j. UNAUTHORIZED COMMITMENTS TO CLOSE AIRPORT OR AIRCRAFT MOVEMENT AREAS FOR NON-AVIATION USE WITHOUT AIRPORT AUTHORITY APPROVAL.
- k. UNAUTHORIZED ACTIONS WITH REGARD TO THE AIRPORT SIGN.

This notice is given pursuant to NRS 241.033 and 241.034 (Open Meeting Law)

**PROOF OF SERVICE  
HAND-DELIVERY**

STATE OF NEVADA        )  
                                  )ss:  
CARSON CITY            )

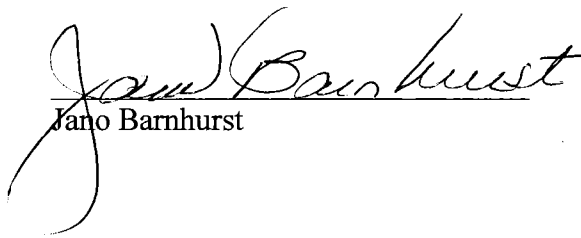
Jano Barnhurst, being first duly sworn, states:

1) That she is, and was on the day the events herein occurred, a citizen of the United States, over the age of eighteen (18) years;

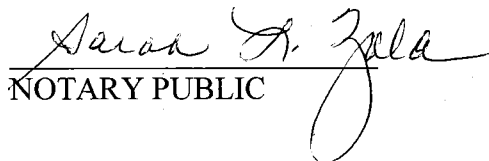
2) That your affiant, at the direction of the Chairman of the Carson City Airport Authority, hand-delivered a true copy of the attached *WRITTEN NOTICE OF MEETING* thereon, on April 29, 2016, at 8:50 a.m., to the following person:

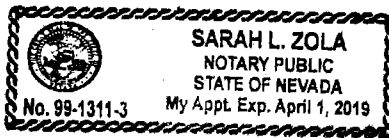
TIM ROWE  
AIRPORT MANAGER  
2600 COLLEGE PARKWAY  
CARSON CITY, NV 89706

DATED this 29<sup>th</sup> day of April, 2016.

  
Jano Barnhurst

SUBSCRIBED AND SWORN to before  
me this 29<sup>th</sup> day of April, 2016 by  
Jano Barnhurst

  
NOTARY PUBLIC



# **Tim Rowe – Performance and fitness review Briefing**

## **1 New airport sign. March 2016 meeting.**

Regarding a new sign approved and paid for by the Authority, but which subsequently included text that it had been “sponsored” by the Boy Scouts and Carson Aviation.

- a. Motion – approved. “I move to professionally and permanently remove the language at the bottom of the sign, and that we issue checks to the individuals that took care of having the sign made.”
- b. Chairperson Hutter instructed Mr. Rowe to reimburse Mr. Hartman and Member Posic for the sign, and to request that Sign Pro remove the sponsorship information from said sign.
- c. Action actually taken by Mr. Rowe was to remove the new sign, leaving the old, worn sign showing.
- d. Summary: Manager action not consistent with specific ruling by the authority and instructions from the Chairman.

## **2 Acting contrary to Authority approval of Security firm contract and payments.**

- a. During the July 15, 2015 meeting we were briefed regarding the discovery that the amount listed in the budget was twice the amount in the security contract. Per that briefing we learned that at the Aug, 2010 Airport Authority meeting, Mr. Rowe presented a new contract for the airport security firm. It represented a sizable increase, and the contract proposal was rejected.
- b. Subsequent to the rejection, Mr. Rowe unilaterally acted contrary to the Authority decision by doubling the amount paid to the Security firm. This decision was not reported to the Authority, but upon subsequent discover the decision was rescinded.



# Tim Rowe – Performance and fitness review

## Briefing

### 3 Corvette Club race on airport parking ramp.

- a. Manager contractually agreed in April 2015 to allow a contest of speed on the new south ramp area, held by a Corvette Club. He did this without express approval of the Authority. He entered into a contract, and charged them a \$500 fee with \$200 accepted from them in May for the use of the ramp, and did not obtain the insurance coverage or Authority approval for time and place required by Title 19 (see below)
- b. **19.02.020.040 SPECIAL EVENTS.** Special events such as air shows, air races, fly-ins, sky diving and all events requiring the general use of the Airport, other than normal or routine airport traffic, shall be held only upon the prior approval of the Airport Manager or Airport Authority subject to all applicable FAA regulations and *on such dates, in such areas and upon such terms and conditions as shall be specified by the Airport Authority*. The sponsor shall also be responsible for obtaining all necessary city permits.
  - i. An airport use fee and cleaning deposit will be determined by the Airport Manager for the requested event.
  - ii. The permittee must hold harmless and name as additionally insured by endorsement the Airport Authority and City of Carson City and deposit with the Airport Authority policies or evidence of insurance in the amount of \$2 million or as directed by the Airport Manager.
- c. Upon notification of the event to Chairman Williams in early July 2015, Mr. Rowe was advised that this race was not consistent with the required uses of the airport, would close public areas unduly, and posed certain risk of damage to the new FAA funded ramp surface. Mr. Rowe was instructed that he had no authority to proceed with the event and that the event could not take place.

Mr. Williams later informed the Authority members that Mr. Rowe's efforts to cancel the race elicited a threat to sue the airport and Authority. After consultation with the Chairman and Counsel Tackes, Mr. Rowe offered to pay the Corvette Club the demanded \$2,000 from his personal monies to resolve the dispute. No proof of payment or receipt of payment was ever provided to the Chairman or the Authority.

# Tim Rowe – Performance and fitness review

## Briefing

### 4 Two car race on active runway during open house

- a. Subsequent to his decision to allow a contest of speed on the parking ramp, Mr. Rowe unilaterally arranged for a two-car race to be held on the runway during the 2015 Airport Open House. No consultation was made with the Authority, and section 19.02.020.040 requiring Authority approval of special events was ignored.
- b. Furthermore, Mr. Rowe violated both the FARs and Title 19 regarding the requirement to maintain public access and aircraft-only use of the runway.

- i. 19.02.020.030. RULES AND REGULATIONS. All aeronautical activities and commercial activities at the Airport, all operation and flying of aircraft at the Airport and all business and other activities on the Airport shall be conducted in conformity with these rules and regulations, and all amendments, supplements, changes and additions hereto which may hereafter be adopted by the Airport Authority, and further *in conformity with the Carson City Municipal Code and all pertinent rules, regulations, orders and rulings of the FAA*, and the Nevada Revised Statutes, Chapters 108, 493 and 495 of the State of Nevada Aeronautics Law, which are made a part of these rules by this reference. Provided, however, nothing herein contained shall affect or impair any existing agreements. In the event of any conflict between these rules and regulations and any law, rule, regulation *or order of the FAA* or other governmental agency exercising the same or similar jurisdiction, *the latter shall prevail*. All other chapters of the Carson City Municipal Code which are not in conflict with this chapter apply at the airport and are enforceable by the department, agency or official of Carson City government usually responsible for the enforcement of such provisions.
- ii. 19.02.020.050 PUBLIC USE. The Airport shall be open for public use at all hours of the day, subject to regulation or restriction due to weather, the conditions of the landing area, the presentation of special events and like causes, as may be determined by the Airport Manager or Airport Authority and revocation of the right to use for violation of these rules and regulations as herein provided.

Note that Mr. Rowe did not have the approval of the Authority to conduct a special event on the runway, thereby closing it to public use.

- iii. From the FAA Website at [http://www.faa.gov/airports/engineering/open\\_close\\_airport/Close an Airport or Runway](http://www.faa.gov/airports/engineering/open_close_airport/Close_an_Airport_or_Runway)

“When considering closing a public-use airport, contact the nearest FAA District or Regional Airports Office prior to taking any action.”

# **Tim Rowe – Performance and fitness review**

## **Briefing**

No contact by Mr. Rowe was made to the FAA, nor were their standard instructions for closing a runway followed, ie: Notam, white “X” on runway ends.

- iv. Mr. Rowe wrote an email to Airport Counsel on June 18, 2015, stating that he knew having a car race was a bad idea but checked with counsel for feedback. Counsel responded that we don't have liability protection. Contrary to Airport Counsel guidance, Mr. Rowe had a drag race with 2 cars adjacent to each other and a large group of public spectators nearby.

### **5 Failure to maintain and protect airport property**

#### **a. Terminal**

- i. Interior repairs not tended to as the building deteriorated. Deterioration allowed to continue until the building was felt to be uninhabitable by the manager. Many, and possibly most, of the necessary repairs could have been handled by the airport's full time maintenance person, ie: paint, clean-up of collapsed structures.
- ii. Exterior paint failures untended, allowing migration of water through to interior walls
- iii. Easily repairable internal structures ignored
- iv. Current estimate of \$88,000 for thorough repair could have been addressed piece by piece over the last five years, thus avoiding a critical financial condition.
- v. In January, the Airport Manager was directed to cover the roof with tarp and blocks due to an impending rain storm while we requested a knowledgeable contractor to give us a bid or idea of costs to repair. One of the roofing contractors informed us that, contrary to the guidance to Tim to hold the plastic sheeting down with concrete blocks, someone had put screws through the roof to hold them down, and in so doing had further compromised the integrity of the existing roof, and possibly the structure underneath.

# Tim Rowe – Performance and fitness review

## Briefing

### 6 Failure to adequately supervise maintenance staff and manage employee schedules

- a. Work schedules requested by previous Chairman ignored, and never presented.
- b. Mr. Rowe refused to provide vacation and missed time off records requested by Vice Chairman.

### 7 Inability to prepare, manage, and present a budget

- a. The preliminary budget for 2016-2017 includes errors of over \$2.5 million because the manager failed to include the north ramp project that we have been working toward for the last year. In perspective that is a multimillion dollar error in a budget that shows \$415,580 in Total Income and \$353,740 in Total Expense (see proposed budget proposed by Airport Manager April 20, 2016).
- b. Specific line items include values that the manager could not explain or justify.
- c. Specific line items discussed with Chairman and Vice Chairman for deletion continue to be included in the preliminary budget.
- d. Manager has previously presented the Authority with preliminary deficit budgets (eg 2014-2015), contrary to NRS requirements disallowing deficit budgets.

### 8 Withholding information from the Authority that is critical to the safe operation of the airport.

On 9/25/2015, a car pulled onto the runway immediately in front of a landing NDOT jet carrying the governor and state employees (9 passengers plus 2 crew). The crew took immediate emergency action to bring the aircraft to a stop, and the car turned down the runway and accelerated. Collision and damage was narrowly avoided.

This event was reported to the Authority, and Mr. Rowe was asked if he was able to ascertain who was driving the car. He replied he was not able to find out any information, and that all leads had turned up nothing. He was instructed in an open meeting to inform the Authority if any more information was discovered.

A contemporaneous email from Mr. Steve Lewis to Mr. Rowe noted *“I’ve seen this car many time cross this same intersection and typically in the late afternoon and early evening. I believe you may know who this is.”*

Sometime later, in conversation with one of the NDOT pilots on board the endangered aircraft, Mr. Rowe stated that the driver was “a drunk girlfriend of a northside hangar tenant”, and that “it shouldn’t happen again because they have broken up and are no longer dating”.

## **Tim Rowe – Performance and fitness review Briefing**

This statement strongly indicates that Mr. Rowe came into possession of more information regarding the runway offender, but has failed to pass on this information to the Authority. As all airport tenants are required to ensure the safe behavior of their guests, it is believed that Authority follow up is appropriate in this case.

Endangering the lives of the aircraft occupants while violating both Title 19 and the FARs could be determined to be a criminal rather than civil violation. Covering up the identity of the perpetrator could also be a criminal act. No such referral to the relevant authorities has yet be made.

# **Tim Rowe – Performance and fitness review**

## **Briefing**

### **9 Insubordination toward Authority Members in the legitimate pursuit of their duties.**

- a. The manager is required to coordinate with both the Authority and individual members of the authority. He has taken the position that he is not “supervised” by individual members, which is contrary to the language in his hiring job description.
- b. Past Chairman Guy Williams requested work schedules, and Mr. Rowe ignored his request.
- c. Vice Chair Peterson asked for Mr. Rowe’s vacation and absentee record, and was told it would be provided at the next public meeting. Upon request by Vice Chair Peterson after the public meeting on April 20, 2016, Mr. Rowe said “I’m not going to give it to you”.

### **10 Failure to understand the concept and fiduciary responsibilities of “Exempt Executive” employment.**

- a. A top executive in any organization is expected to devote all of their energies toward the single goal of success of that organization. It is not an hourly position, and the concept of “full time” means a 24/7 commitment to the success of the organization.
- b. No “comp time” applies in “exempt” positions. Working longer than 8 hours per day or more than 5 days per week does NOT entitle an exempt employee to “comp time”.
- c. The airport manager job requires that they be on site or available at all times. He is required to notify the stated chain of command listed in Title 19 if he cannot be on site, or available to handle emergencies.
- d. Exempt employees are allowed to tend to personal matters without reduction in pay. However, it is accepted that “personal matters” are just that, ie: illness, doctor visits, and other minor and temporary events that require a brief absence from work.
- e. Taking time away from work, or from full-time “availability”, to work for outside pay is a breach of fiduciary responsibility. While the manager is allowed to take necessary time for personal affairs, no common interpretation of “Executive exempt” includes accepting pay for other work, most specifically when it is during time that the exempt executive is expected to be either on-site or available.

# Tim Rowe – Performance and fitness review Briefing

## 11 Conflict of Interest and violation of Title 19 – Job Description

From Job offer description - Special Requirements:

*“Applicant shall not be associated with, married to, or have been a CCAA member within the past four years or be a Carson City Airport FBO, or within the first level of consanguinity of a CCAA member.”*

Mr. Rowe has applied for both permanent and contract work with NDOT. He has been reported to be flying as a contract pilot for other on-airport operators, causing him to take days off from work during normal work and/or on-call days.

*Seeking and accepting paid employment from local operators permanently impairs the ability of the manager to effectively enforce the duties of his office. It is obvious that the manager’s duty to enforce safety and other airport regulations cannot be pursued with full vigor against someone he currently, ever, or hopes to work for.*

## Tim Rowe – Performance and fitness review Briefing

### 12 Apparent failure to understand chain of authority, reporting responsibility, and specific job duties.

Included, but not limited to, request for time off, vacation events, and reasons for absences.

#### *From original hiring job description:*

a. “EMPLOYMENT

Successful candidate will become a full time employee of the CCAA.”

“SUPERVISION RECEIVED AND EXERCISED

Receives general direction from the CCAA.”

“Implement changes as needed and in coordination with CCAA, Board members, City staff and tenants as applicable.”

Supervise Airport support staff. Assign duties and responsibilities; *create work schedules* and training plans.

Prepare and present reports as necessary to the CCAA to other City departments and the CC Board of Supervisors. *Maintain records of operations, leases, projects, grants and proposals, the budget, employees and other subjects.*



## Tim Rowe – Performance and fitness review Briefing

- b. The following email exchange took place between Tim Rowe, manager, and Don Peterson, Authority Member on April 11, 2016.

*On Apr 11, 2016, at 7:48 PM, Don Peterson <autotech@flash.net> wrote:*

*Do you have an accounting of your vacation days taken and planned?  
Generally, vacation days are submitted to one's direct supervisor for prior approval and as they represent a specific monetary value there must be an accurate accounting.*

*Would you please bring a record of vacation days and all other missed work events for the last year to our meeting next week?*

*Thank you  
Don*

The following reply was received from Mr. Rowe at Mon 4/11/2016 9:13 PM

*I will bring the information that you are requesting to this months meeting of the Airport Authority, including documentation of the nights and weekends that I've worked without the expectation of time off. Furthermore, **I will request that this information be entered into the record.**  
Tim*

After the April 20 meeting, I approached Mr. Rowe and asked him for the promised report. His reply was that he would not give it to me. I asked if he brought it as promised, and he said “yes”, but not that he promised to give it to me. He said he would provide it after I put it on the agenda to discuss. I immediately asked Counsel Tackes if it was appropriate for Mr. Rowe to withhold requested and promised information, and he said “it is ridiculous”.

Note that Mr. Rowe was offered his normal “manager’s report” time to address any other issues or concerns, but did not introduce this item.

## **Tim Rowe – Performance and fitness review Briefing**

### **13 Missing work during a time with the greatest safety risk for the airport.**

- a. Mr. Rowe was absent during the Reno Air Race week during 2015. This is the single most busy time for aircraft operations, and thus the single most likely to time for an accident or other emergency event. An aircraft did, in fact, have a gear failure during that week, resulting in the temporary closure of the runway, and the need to remove the damaged aircraft.
- b. This behavior demonstrates a major lapse in Mr. Rowe's understanding of, and commitment to, his duties. As the one person specifically assigned the duty of ensuring the safe operation of the airport, it is untenable that he would choose to be away during the time of most risk..
- c. After the CCAA April 2016 meeting, Mr. Rowe presented a hand-written note of requested future vacation time, once again including the Reno Air Race week.

**Airport Manager**  
**Notice of Job Offering and Request for Resumes**

**JOB POSITION- Airport Manager**

To manage and coordinate operations and maintenance of the Carson City Airport, coordinate assigned activities with Fixed Base Operators, Carson City Departments, the Federal Aviation Administration (FAA.), and the public and to provide administrative support to the Carson City Airport Authority (CCAA).

**EMPLOYMENT**

Successful candidate will become a full time employee of the CCAA.  
Starting salary \$62,000 per year, negotiable, plus benefits (cost of living increase, health, state retirement program eligible)

**SUPERVISION RECEIVED AND EXERCISED**

Receives general direction from the CCAA.

**EXAMPLES OF IMPORTANT AND ESSENTIAL DUTIES**

Manage all services and activities of the Carson City Municipal Airport except those contracted to the Fixed Base Operator (FBO). Fields and answers requests for information. Maintains airport in compliance with FAA regulations and City requirements.

Manage daily activities of the Airport with major emphasis on safety. Inform tenants of airport and Federal Aviation Administration (FAA) rules, regulations, policies, safety measures and lease requirements. Conduct inspections to insure compliance. Document and inform Airport Authority of significant safety violations and complaints.

Encourage and support positive developments on the Airport and a good community relationship between airport tenants, users, administration and airport neighbors.

Investigate and resolve tenant complaints with the objective of positive tenant /Airport Authority relations. Recommend course of action where tenants refuse to comply with established CCMC Title 19 rules & regulations and/or policies mandated in lease agreements.

Assist in preparing preliminary annual Airport operating budget to include capital improvements. Administer the approved budget, adjusting expenditures as necessary with approval of the Chairman and Secretary/Treasurer of the CCAA.

Plan, direct, coordinate and review the Airport work plan. Meet with Airport Authority, City staff, and contractors to identify and resolve problems, assign work priorities, monitor workflow, evaluate work products and adjust work plan as needed due to weather, contractor, funding or other unforeseen delays.

Coordinate with City's Sheriff and Fire Departments all emergencies and schedule any training events.

Evaluate operations, maintenance, policies and procedures continuously and make or recommend changes for improvement to Airport Authority to meet established goals and objectives. Implement changes as needed and in coordination with CCAA, Board members, City staff and tenants as applicable.

Implement snow removal plan and be responsible for effectiveness of overall plan and daily operations.

Supervise Airport support staff. Assign duties and responsibilities; create work schedules and training plans.

Supervise Airport construction projects with contractors and maintenance projects within their budgets and schedules; able to make decisions and handle issues as they arise.

Prepare and present reports as necessary to the CCAA to other City departments and the CC Board of Supervisors. Maintain records of operations, leases, projects, grants and proposals, the budget, employees and other subjects.

Serves as coordinator for the CCAA, arrange for the preparation and posting of meeting announcements and agendas, arranges for the recording and/or taking of notes to document meeting proceedings. Research and prepare materials and handouts as required by the CCAA. Maintains airport's web page. Updates CCMC Title 19 as necessary.

Represent the CCAA in meetings with City departments or outside agencies concerning matters affecting the airport.

Coordinate and formulate special procedures with regard to special events, including arrivals/departures, crowd control, obtaining City permits, follow-up correspondence, etc.

## **JOB RELATED AND ESSENTIAL QUALIFICATIONS**

**Knowledge of:**

Management and administrative practices sufficient to perform duties associated with managing a municipal airport.

Operational characteristics, services and activities of a municipal airport.

Principles and practices of property management.

Basic principles of municipal budget preparation and control.

Pertinent Federal, State and local laws, codes and regulations regarding airports.

Principles of supervision, training and evaluation of subordinate employees.

Pertinent safety requirements associated with Airport operations including but not limited to; aircraft servicing, fueling, storage, taxi way, fuel trucks, tenant agreements, fire and safety regulations.

Basic principles of construction, contracts and inspections in carrying out projects on the Airport Layout Plan (ALP).

**Skill to:**

Operate a motor vehicle safely.

Use a personal computer, Microsoft software and e-mail.

**Ability to:**

Manage, direct and administer the daily operations and maintenance of a municipal airport to include the definition and solution of problems associated with operations, maintenance and leases and enforcement of CCMC Title 19, Airport Rules and Regulations.

Manage airport property leases, monitor and review lease agreements, deal with airport tenants, ensure timely collection of rents, prepare document for lessee evictions, and keep up-to-date lease agreements.

Prepare and administer a budget.

Develop grant and other fund proposals in accordance with Federal and State requirements.

Supervise subordinates.

Coordinate and cooperate with the public, FBO's, and City / State agencies.

Communicate clearly and concisely, both orally and in writing.

Research, investigate, report and resolve situations and issues at the lowest level possible.

Be decisive and accept responsibility for work assignments.

Interpret and apply Federal, state and local policies, procedures, laws and regulations regarding airports.

Tactfully and courteously respond to requests and inquiries from the general public.

**Experience and Training Guidelines:**

Any combination of experience and training that would likely provide the required knowledge, skills, and abilities in qualifying. A typical way to obtain the knowledge, skills and abilities would be:

Experience:

Educational training or degree; 3+ years of experience; Increasingly responsible experience in public administration or related field, preferably including airport management; it is desirable to have AAE Certified Member (CM) or Accredited Airport Executive (AAE) status is preferred.

License or Certificate:

Possession of, or ability to obtain, an appropriate, valid Nevada driver's license.

Possession of a Pilot's license.

Possession of, or ability to obtain, CPR certificate and First Aid skills.

**Special Requirements:**

Essential duties require the following physical skills and work environment:

Ability to work in a standard office environment with some ability to sit, stand, walk, kneel, crouch, stoop, squat, twist, climb and lift 50 lbs; exposure to noise, outdoors, vibration, chemicals, mechanical hazards, and electrical hazards; ability to travel to different sites and locations.

Applicant shall not be associated with, married to, or have been a CCAA member within the past four years or be a Carson City Airport FBO, or within the first level of consanguinity of a CCAA member.

Resumes should be provided by **February 15, 2011** to:

Steven E. Tackes, Airport Counsel  
Carson City Airport Authority  
c/o Kummer Kaempfer Law  
510 W. 4<sup>th</sup> St  
Carson City, NV 89703

Or can be sent via email to [stackes@kkbrf.com](mailto:stackes@kkbrf.com)

**Effective Date: February 1, 2011**

**CARSON CITY AIRPORT AUTHORITY**  
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A regular meeting of the Carson City Airport Authority was scheduled for 6:00 p.m. on Wednesday, March 23, 2011 in the Community Center Sierra Room, 851 East William Street, Carson City, Nevada.

**PRESENT:** Chairperson Harlow Norvell  
Vice Chairperson John Kelly  
Member Alex Carter  
Member Teresa DiLoreto-Long  
Member Dave McClelland  
Member Ray Saylo

**STAFF:** Steve Tackes, Airport Counsel  
Jim Clague, Airport Engineer  
Tim Rowe, Acting Airport Manager  
Gary Province, Airport Maintenance  
Tamar Warren, Recording Secretary

**NOTE:** A recording of these proceedings, the Airport Authority's agenda materials, and any written comments or documentation provided to the recording secretary during the meeting are part of the public record. These materials are available for review, in the Clerk's Office, during regular business hours.

**A. CALL TO ORDER AND DETERMINATION OF QUORUM (6:00:44)** – Chairperson Norvell called the meeting to order at. Roll was called; a quorum was present.

**B. PLEDGE OF ALLEGIANCE: (6:01:06)** – Chairperson Norvell led the Pledge of Allegiance.

**C. ACTION ON APPROVAL OF PAST MINUTES - (6:01:36)** – **Member DiLoreto-Long moved to approve the minutes of the February 16, 2011 meeting. Member Carter seconded the motion. Motion carried 6-0.**

**D. MODIFICATION OF AGENDA (6:02:32)** – None.

**E. PUBLIC COMMENT (6:02:51)** – None

**F. CONSENT AGENDA (6:03:25)** – None.

**G. PUBLIC HEARING ITEMS:**

**1) DISCUSSION AND ACTION TO INTERVIEW CARSON CITY AIRPORT MANAGER APPLICANTS; DELIBERATE ON DETERMINATION OF BEST CANDIDATE AND DECISION TO HIRE; AUTHORIZE OFFER OF EMPLOYMENT TO NEW AIRPORT MANAGER (6:03:28)** – Chairperson Norvell introduced the item and elaborated on the applicant interview and selection methodology. He stated that the interviews and the deliberations would take place in an open, public meeting in order to be compliant with Nevada's Open Meeting Law. He then asked the applicants to wait in the hallway to be called one at a time to be interviewed. Four candidates, Donald Sim, Scott Lether, Dirk Zahtilla, and acting Airport Manager, Tim Rowe, were interviewed by the Authority members. Chairperson Norvell requested that the hallway television set be turned off, and asked every Authority member to spend five or ten minutes questioning each candidate. He also stated that all applicant references had been checked by Vice Chairperson Kelly and himself. Each member of the Authority was invited to ask a distinct question to each applicant. Once the interviews were complete, Chairperson Norvell solicited public comments.

(7:32:28) – Wendell Pea of Carson City wondered whether, as a pilot, Mr. Rowe would consider this an interim job, and whether, given another opportunity, he would prefer to fly. Mr. Rowe assured the Authority that he had been offered a position as a pilot and had turned it down. Chairperson Norvell stated that he too was a pilot, and that he understood the desire not to fly after a certain age. Robert Dickinson, representing EAA Chapter 403 in Carson City,



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spoke in favor of Mr. Zahtilla, a member of their Organization. Joe Raphael, a retired Air Force Colonel, agreed that each candidate “would bring something forward”. He asked whether there was a relationship between any of the Candidates and the Board, and stated that he supported Mr. Zahtilla for several reasons including his proximity to the Airport. Steve Lewis, Owner of Sterling Air, a Class One FBO, confirmed that he knew of Mr. Rowe and Mr. Zahtilla. He mentioned to the Board that Mr. Zahtilla could, at times, “be somewhat adversarial”. He also praised Mr. Rowe as an “extremely well organized individual who gives 110%”.

(7:48:25) – Chairperson Norvell solicited the Authority Members’ input and thoughts on the process. Member Carter expressed his dislike for the process of interviewing candidates in a public forum, and he extended his support to Mr. Rowe, due to his educational background. Member Di-Loreto-Long commented that she also did not like the process, and stated that sophistication and respect were important for this position. She agreed with Mr. Carter that Mr. Rowe possessed the educational and flight backgrounds, and was a more qualified candidate. Mr. Kelly agreed there were two outstanding candidates, and that he was leaning towards Mr. Rowe. Member McClellan agreed that all the candidates brought something to the table, however, in his opinion Mr. Zahtilla was the more qualified candidate. He felt that Mr. Zahtilla’s volunteerism stood out, and that “we owe it to him”. Member Saylo agreed the forum was stressful, however, after looking over the four candidates he felt strongly that Mr. Rowe possessed the appropriate educational and flight backgrounds and “would do us the best job”. He also stated that this Board should be thankful to Mr. Zahtilla for making this “a very viable airport”. Chairperson Harlow stated that he appreciated the interest each candidate had shown. He stressed that the Board did not “owe anyone”. He also shared his experience as a pilot, both with the Air Force and as a civilian, and stated that he supported Mr. Rowe for the position. He then called for a motion. **Member Carter moved to offer the job of Airport Manager to Timothy Rowe, under the compensation and benefit terms advertised. The motion was seconded by Vice Chairperson Kelly. Motion Carried 5-1.** Chairperson Norvell congratulated Mr. Rowe and invited him to join Mr. Province at the staff table in order to discuss the next agenda item.

**2) DISCUSSION AND UPDATE REGARDING THE PURCHASE OF A TRACTOR, INCLUDING ATTACHMENTS REQUIRED FOR GENERAL AIRPORT MAINTENANCE (7:59:16)** – Chairperson Norvell introduced the item and reminded everyone that the Airport Authority had previously approved the acquisition of a tractor, but wanted to ensure the correct option was selected. He then asked Mr. Rowe and Mr. Province for an update. Mr. Rowe explained that research had been done on alternatives such as leasing, which would cost around \$8,000, not including the attachments. He also stated that the purchase price averaged \$75,000 for the tractor, including the attachments. In response to Chairperson Norvell’s question, Mr. Province explained that the broom was a necessary attachment to manage snowfall not high enough for the snowplow, and would not manage the neoprene surface. He also distributed a bid request, incorporated into the record, which he would like to submit as soon as possible in order to decide by the April 20<sup>th</sup> meeting. Member Saylo explained the process and stated that the accepted bid should be the best, not the least expensive, one. In response to Member McClelland’s question, Member Saylo explained that the bids received would depend on how the proposal was written, and that bidders must bid on an equivalent or better tractor to the one specified. Chairperson Norvell asked Member Carter to be involved in the process. He suggested that Mr. Province work with Mr. Tackes and Mr. Clague as well. Discussion ensued around erosion control. Chairperson Norvell suggested discussing the bids at the next meeting. It was agreed that lease and purchase bids should be requested and, per Member McClelland’s suggestion, photographs should also be requested.

**3) DISCUSSION AND POSSIBLE ACTION REGARDING UPDATED INFORMATION FROM FAA AND STATUS OF WIND TURBINE PROJECT PROPOSED UNDER APPLICATION FOR SPECIAL USE PERMIT, SUP-10-115, ON ASSESSOR PARCEL NOS. 008-611-31,-33,-35,-37 (8:24:25)** – Chairperson Norvell introduced the item. Mr. Tackes addressed the FAA decision, incorporated into the record, which stated that the wind turbine constituted a hazard to aviation, and explained that in his conversations with the developer, he was told smaller wind turbines were being considered.

**4) DISCUSSION AND POSSIBLE ACTION ON REQUEST BY EL AERO SERVICES TO AMEND THE MISER PORT A PORT LEASE TO ALLOW UTILITIES TO BE INSTALLED TO THE PORT A PORT HANGARS. (8:33:18)** – Chairperson Norvell introduced the item and stated that Vice Chairperson Kelly would abstain from participating in the discussion of this item due to a conflict of interest. Ginna Reyes, representing El Aero, stated

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that she had invited Robert Dickinson from EAA to speak, as this was an EAA project. Mr. Dickinson, representing EAA Chapter 43, distributed a handout mapping the area of discussion. He explained that “this lease partial is changed due to the fact that they had to move some of the port-a-ports hangars, and in doing so, there was one hangar set off by itself on the west side”. He added that he had contacted El Aero to add four hangars in the shaded area of the submitted map. He asked the board to amend the lease to allow power to be brought onto the property at the tenant’s expense. Chairperson Norvell explained that this could not be possible because should the Authority decide to move the port-a-ports, they would have to pay to move the infrastructure. Discussion ensued regarding the terms of the lease, and Chairperson Norvell suggested that the lessee draft a letter to the Airport Manager requesting the change of use. Additionally, he suggested that the Airport Manager forward the letter to the Airport Counsel who would refer it to the District Attorney’s Office for a legal opinion. Member DiLoreto-Long wondered if EAA would bear the up-front cost of removing the power at a future date. Chairperson Norvell explained that should this happen, they would have to “incur an obligation for every hangar that decides to bring in power”. Vice Chairperson Kelly rejoined the Board.

**5) DISCUSSION AND POSSIBLE ACTION ON ITEMS RELATED TO THE CARSON CITY AIRPORT RUNWAY AND TAXIWAY PROJECTS (FAA AIP No 3-32-0004-18 AND -20), INCLUDING MONTHLY STATUS REPORTS, POTENTIAL CHANGES TO THE WORK OR WORK SCHEDULE, CONSTRUCTION CHANGE ORDERS, AND OTHER RELATED ITEMS.** (8:58:16) – Chairperson Norvell introduced the item. Mr. Clague submitted an informational update, incorporated into the record, on the two taxiway projects. He anticipated that the rehabilitation and the realignment of Runway 9/27 and Taxiway “A” project to be \$3,000 under the FAA budget, and that the Runway 9 connector project to be \$60,000 under budget.

**H. AIRPORT ENGINEER’S REPORT** (9:00:58) – Mr. Clague referred to his written report, incorporated into the record, stating that the design for Taxiway Delta West had been completed, and that they were ready to go to bid once they hear from the FAA, in order to possibly begin construction in late June or early July. Discussion ensued regarding erosion control. Mr. Clague informed the board of the environmental assessment progress, also incorporated into the record. He then announced that PBSJ was purchased by a UK company, Atkins, and that the company would officially complete the name change on April 1, 2011.

**I. AIRPORT MANAGER’S REPORT** (9:12:34) – Mr., Rowe updated the Board on the National Weather Service Terminal Area Forecast (TAF), and said that the Reno office of the National Weather Service was too busy to approve it. Mr. Tackes offered to utilize the help of federal office holders. Chairperson Norvell iterated that TAF was a key component of expansion. Mr. Rowe added that the perimeter fence work had begun, but work had not been possible lately due to weather. In response to constructing a temporary fence, Mr. Rowe believed that it could get knocked down by the wind. It was agreed that Mr. Clague and Mr. Rowe would explore different temporary fence options. Member McClelland was concerned with liability. Mr. Rowe also asked for volunteers to help with Airport Open House.

**J. LEGAL COUNSEL’S REPORT** (9:18:02) – Mr. Tackes stated that AB 103, to change the criteria for membership, was heard in the Senate Finance Committee that morning, and had already passed in the Assembly. Once passed by the Senate, they would advertise for the 7<sup>th</sup> Authority member. Chairperson Norvell said he appreciated Assemblyman Livermore’s efforts. Mr. Tackes also reminded the Board that the PBS&J name change required a contract modification to be signed by Airport Manager.

**K. TREASURER’S REPORT** (9:20:33) – Member Carter distributed the March Treasurer’s Report. There were no questions from the Board. Chairperson Norvell instructed to change signature and credit cards to reflect the new Airport Manager.

**L. REPORT FROM AUTHORITY MEMBERS** (9:21:42) – None.

**M. AGENDA ITEMS FOR NEXT REGULAR MEETING** (9:22:02) – Chairperson Norvell suggested Authority members send their requests to the Airport Manager.

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**N. ACTION ON ADJOURNMENT (9:22:15) – Member DiLoreto-Long moved and member McClelland seconded a motion to adjourn. Motion carried 6-0. The meeting was adjourned at 9:23 p.m.**

The Minutes of the March 23, 2011 Carson City Airport Authority meeting are so approved this 20<sup>th</sup> day of April, 2011.

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HARLOW NORVELL, Chair

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (this "**Agreement**") is made and entered into this \_\_\_ day of \_\_\_\_\_, 2016 ("**Effective Date**"), by and between the Carson City Airport Authority, a political subdivision of the State of Nevada ("**CCAA**") and the United States Marine Corps, 11<sup>th</sup> Marine Expeditionary Force ("**Marines**", or "**USMC**"). CCAA and the Marines shall collectively be referred to herein as the "**Parties**" and individually, each as a "**Party**".

### RECITALS

WHEREAS, the Marines have requested use of the Carson City Airport from June 15 through June 19, 2016, to conduct realistic urban training, which will require dedicated use of some of the Airport facilities;

WHEREAS, the Carson City Airport Authority operates and manages the Carson City Airport, and on April 20, 2016, approved the proposed USMC operation in principal, subject to a Memo of Understanding (MOU) to address concerns and adequate liability protection;

WHEREAS, the Parties desire to enter into this Agreement (MOU) in connection with the Marine training exercise, so as to ensure compliance with FAA requirements for federally funded airports, airport operation concerns, and to address liability for damage, if any, caused by the Marines.

WHEREAS, the Parties now deem it to be in their respective best interests to enter into this Agreement.

### AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are hereby incorporated herein by this reference, the mutual covenants and conditions contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree to enter into this Agreement as follows:

1. **FAA requirements.** The Carson City Airport (KCXP) will remain open during the exercise. The Marines will use and monitor the Unicom frequency (123.0). The Marines will not require the CCAA or its tenants to violate FAA requirements for use of public use airports. The Marines will also comply with FAA requirements for use of public use airports.
2. **Area reserved for use by USMC.** Taxiway C, a portion of the north ramp, and the dirt area east of Taxiway B will be reserved for use by the USMC. The USMC will provide its own security services. The USMC has made separate arrangements to utilize the Jet Ranch hangar complex. The parties acknowledge that some airport hangars require tenants to transit on Taxiways B and C. The USMC in conjunction with the Airport Manager (or his staff) will allow airport tenants to use and cross Taxiway B and C to access tenant aircraft and tenant hangars, as needed. The Airport Manager will notify the affected tenants in

advance of the event so that tenants will know that there may be delays in transiting on Taxiways B and C.

3. **Fueling on ramp.** The USMC will utilize Mountain West, a certified FBO on Airport and contracted government fuel provider, for fueling needs; such fueling to be conducted on the ramp areas. All fueling shall be from Mountain West fuel trucks, or in conjunction therewith so as to minimize the risk of fuel spills or other environmental risks. Mountain West has notified the parties that it has a governmental contract/rates for fuel.
4. **Videotape.** The USMC, or someone at their direction, will videotape the facility areas to be used both before and after the event. The Airport Manager, or someone at his direction, will videotape the facility areas to be used both before and after the event. A copy of such videotapes will be made available to the other party.
5. **Notification.** The USMC will notify the Airport Manager of the number of sorties and approximate times 24 hours prior to operations. The Airport Manager will do public notification of the operation and likelihood of noise associated therewith.
6. **Open house.** The Marines are aware that an annual Open House at the Airport has been planned for Saturday, June 18, 2016. The Open House typically involves static aircraft displays and crowds of people of all ages. The people attending the Open House will be restricted to the south ramp area (south of taxiway A).
7. **Liability for damages.** In the event that the Marines cause any damage to person or property, the Marines shall be responsible for such damages and shall indemnify and protect CCAA and Carson City from any claims made for such damages. Further, the Marines shall return any property used to the condition prior to its use, and remove any items left behind after the exercise unless there is written approval by the Airport Manager to leave such items. The Marines have informed the CCAA that claims will be processed under the Federal Torts Claims Act or the Military Claims Act, whichever applies. The Marines agree to assist the CCAA with the processing of any such claims and will diligently pursue a determination by the adjudicating entity as to those claims.
8. **Cooperation between Marines and CCAA.** The parties shall cooperate with each other both as to airport operations and any liability claims.
9. **Notices.** All notices required to be given hereunder shall be in writing, and personally delivered (which delivery may be by reputable overnight commercial courier service such as Federal Express), sent by electronic mail or sent by certified United States mail, return receipt requested, postage prepaid, to the following address or telephone number. Each Party may designate from time to

time, another address in place of the address below set forth by notifying the other Parties in the same manner as provided in this paragraph.

*To Marines:* \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Phone: \_\_\_\_\_  
Email: \_\_\_\_\_

*To CCAA:* Airport Manager  
Attn: Tim Rowe  
2600 College Parkway #6  
Carson City, NV 89706  
Phone: 775-841-2255

*With a copy to* Airport Counsel  
Attn: Steven E. Tackes  
510 W. 4<sup>th</sup> St  
Carson City, NV 89703  
Phone: 775-884-8300

- 10. **Governing Law; Jurisdiction.** This Agreement shall be governed by the laws of the State of Nevada. Any action brought to enforce the terms of this Agreement shall be brought in Carson City, Nevada.
- 11. **Term of this Agreement.** The Term of this Agreement shall commence upon the Effective Date and shall expire on June 30, 2016; provided, however, that provisions of Section 3 shall survive the termination of this Agreement. CCAA and Marines agree that this Agreement cannot be terminated without mutual consent from both Parties. CCAA and Marines further agree that this Agreement can be extended upon written agreement executed by both CCAA and Marines.
- 12. **Relationship of Parties.** It is understood that the contractual relationship between the CCAA and Marines is such that neither is acting as an agent of the other for any purpose.
- 13. **Waivers.** All waivers of the provisions of this Agreement must be in writing and signed by the appropriate officers of the CCAA or Marines, as the case may be.
- 14. **Severability of Terms.** If any term, or other provision of this Agreement is held to be invalid, illegal or incapable of being enforced by any rule of law or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect, provided that the invalidity, illegality or unenforceability of such term does not materially impair the Parties' ability to consummate the transactions contemplated hereby.

This Agreement encompasses the full agreement between the Parties and supersedes all prior agreements and understandings between the Parties. By executing this document, CCAA and Marines acknowledge and accept the terms, conditions, and covenants provided herein. In addition, CCAA and Marines acknowledge and agree to cooperate with one another in order to achieve the purposes of this Agreement and to take all actions and execute and deliver all documents whether or not specifically described herein that may be required to carry out purposes and intent of this this Agreement.

Dated this \_\_\_ day of \_\_\_\_\_, 2016.

[Signature Pages Follow]

**CCAA:**

CARSON CITY AIRPORT AUTHORITY, a political subdivision of the State of Nevada

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_ Date signed: \_\_\_\_\_

**MARINES:**

UNITED STATES MARINE CORPS, 11TH MARINE EXPEDITIONARY FORCE:

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_ Date signed: \_\_\_\_\_