

COOPERATIVE AGREEMENT FOR AIRPORT AUTHORITY
TO MANAGE CARSON CITY'S AIRPORT

1
2 This cooperative agreement is made and entered into this 17th day
3 of May, 1990, by and between CARSON CITY, a consolidated
4 municipality of the State of Nevada hereinafter "CITY" and the CARSON CITY
5 AIRPORT AUTHORITY, a quasi-municipal corporation, hereinafter "the
6 AUTHORITY".

W I T N E S S E T H:

7
8 WHEREAS, the Nevada State Legislature, through the passage of S.B.
9 255, created the AUTHORITY; and

10 WHEREAS, the members of the AUTHORITY have been appointed and
11 sworn to serve; and

12 WHEREAS, Section 26 of S.B. 255 requires the CITY and the
13 AUTHORITY to enter into an agreement for the transfer of properties,
14 functions and obligations regarding the Carson City Airport on and after
15 January 1, 1990; and

16 WHEREAS, under NRS 277.045 any two or more political subdivisions
17 of the State may enter into a cooperative agreement; and

18 WHEREAS, by a letter opinion dated August 25, 1989, the Federal
19 Aviation Administration has determined that the Carson City Airport
20 Authority does not have sufficient legal, financial, and other necessary
21 ability to act as an airport sponsor under the Federal Airport Improvement
22 Program; and

23 WHEREAS, said letter of opinion is attached hereto and incorporated
24 herein as Exhibit 1; and

25 WHEREAS, CITY desires to remain the landowner and sponsor for
26 Federal aid under the Federal Airport Improvement Program and further
27 desires the AUTHORITY to manage the Carson City Airport consistent with the
28

1 certifications, representations, warranties, assurances and covenants
2 contained in CITY's grants with the Federal Government.

3 NOW, THEREFORE, for good and valuable consideration as evidenced
4 by the mutual covenants set forth herein the parties agree as follows:

5 1. Upon execution of this agreement CITY shall allow AUTHORITY,
6 its agents, servants and employees to enter upon, operate, improve, maintain
7 and control the real property commonly known as the Carson City Airport and
8 more particularly described as follows:

9 The combined real properties made up of:

10 Assessor's parcel number (APN) 8-131-02

11 APN 8-131-24

12 APN 8-201-04

13 APN 8-201-06

14 APN 8-131-17 (clear zone on the west)

15 Any alterations to land or buildings, excluding normal maintenance
16 and repair, located at the above-described real property shall be subject to
17 CITY's prior written approval until the Airport Authority is recognized by
18 F.A.A. as a grant sponsor.

19 2. AUTHORITY agrees to manage, control, operate, improve and
20 maintain said Carson City Airport consistent with the provisions of S.B. 255
21 until such time as the F.A.A. recognizes Authority as having the ability to
22 act as a grant sponsor. At said time the parties will negotiate and
23 complete further transfer of airport properties. Said law is attached
24 hereto and incorporated herein as Exhibit 2.

25 Since CARSON CITY is obligated to keep the runway approaches clear
26 of obstructions, the parties agree that the AUTHORITY shall maintain all
27 runways, runway approaches and taxiways in a good and workmanlike manner.

28 ///

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

3. CITY agrees to make available to AUTHORITY such officers, employees, facilities and equipment as requested by AUTHORITY for the necessary operations and maintenance of the airport. CITY will use its best efforts to supply, upon written request, said officers, employees facilities and equipment so long as said efforts do not adversely impact normal CITY operations.

CITY shall charge the AUTHORITY for the use of its officers, employees, facilities and equipment pursuant to the CITY's cost allocation program. An illustrative example of a portion of said program is attached hereto and incorporated herein as Exhibit 3. The parties agree that this program may be periodically updated with new costs by the CITY's finance department in accordance with actual services utilized and actual costs incurred by the CITY to provide the service.

Nothing in this provision is meant to limit the ability of the AUTHORITY to hire its own officers and employees and to acquire its own equipment.

4. CITY shall transfer all airport monies, excluding expenditures and Federal grant monies, to the AUTHORITY as soon as the AUTHORITY has established the proper account or accounts to receive said monies. The parties intend that AUTHORITY'S separate budget shall be in place as of July 31, 1990. The AUTHORITY may use all or part of said monies prior to the transfer so long as CITY gives its prior written approval of said use.

5. Airport budget-type accounts receivable which are due and owing to the CITY prior to January 1, 1990 shall be assigned to the AUTHORITY. Liabilities and accounts payable by CITY to others under the airport budget prior to January 1, 1990 shall be delegated to the AUTHORITY for payment.