

KITITITAS COUNTY
DEPARTMENT OF PUBLIC WORKS

AGENDA STAFF REPORT

AGENDA DATE:	January 6, 2015
ACTION REQUESTED:	Resolution to Approve an Airport Use Agreement between Kittitas County and Iasco Flight Training for operating privileges at Bowers Field.

BACKGROUND:	Iasco Flight Training has entered into a contract to provide flight training services to Central Washington University. To facilitate this contract Kittitas County needs to enter into an Airport Use Agreement with Iasco Flight Training to allow operating privileges at Bowers Field. This Agreement is valid for one year.
INTERACTION:	Public Works, Iasco Flight Training, Prosecuting Attorney's Office
RECOMMENDATION:	Move to approve & sign the Resolution and Airport Use Agreement
HANDLING:	Return 1 Original to Public Works
ATTACHMENTS:	Resolution Airport Use Agreement
LEAD STAFF:	Candie Leader Administrative Assistant

**BOARD OF COUNTY COMMISSIONERS
COUNTY OF KITTITAS
STATE OF WASHINGTON**

RESOLUTION

NO. _____

**RESOLUTION TO APPROVE AN AIRPORT USE AGREEMENT BETWEEN
KITTITAS COUNTY AND IASCO FLIGHT TRAINING FOR OPERATING
PRIVILEGES AT BOWERS FIELD**

WHEREAS: Kittitas County received a request from Iasco Flight Training to perform flight training operations for Central Washington University; and

WHEREAS: Kittitas County and Iasco Flight Training agreed to the terms in the Airport Use Agreement; and

WHEREAS: Said Airport Use Agreement is valid for one year; and

NOW, THEREFORE BE IT RESOLVED The Board of County Commissioners does hereby in the best interest of the public, move to approve said Resolution to approve an Airport Use Agreement for Operating Privileges at Bowers Field.

ADOPTED this 6th day of January, 2015, at Ellensburg, Washington

BOARD OF COUNTY COMMISSIONERS
KITTITAS COUNTY, WASHINGTON

Deputy Clerk of the Board



AIRPORT USE AGREEMENT

THIS AIRPORT USE AGREEMENT made and entered into this ____ day of _____, _____ by and between KITTITAS COUNTY ("County"), a municipal corporation in the State of Washington, acting through its Department of Public Works, and IASCO FLIGHT TRAINING ("IFT"), a company authorized to do business in the State of Washington (collectively referred to as the "parties"); and

WHEREAS, IFT is a certified flight training school which intends to provide flight training instruction to students enrolled in Central Washington University ("CWU") at the Kittitas County Bowers Field Airport ("Airport"), and the parties hereto desire to set forth the operating privileges and responsibilities of IFT at the Airport; and

WHEREAS, this Airport Use Agreement herein referred to as the "Agreement") is made in accordance with Chapter 19.04 of the Kittitas County Code ("KCC") and is subject to said code, as amended; and

NOW THEREFORE, in consideration of the mutual promises made in this Agreement, the parties agree as follows:

1. **PREMISES:** The County hereby agrees to allow IFT access to the areas leased to Central Washington University as described in Exhibit "A" and use of all Airport facilities reasonably required by IFT to perform flight training instruction to CWU students as contemplated herein. Hereinafter, such premises shall be referred to collectively as the "Airport premises".
2. **PURPOSE:** The purpose of this Agreement is to allow IFT access to the Airport premises for the purposes of the following commercial aeronautical activities:
 - a. Providing flight training instruction.
 - b. Conducting air and ground operations necessary for flight training instruction.
 - c. Taking off and landing aircraft on the Airport runway surfaces.
 - d. Taxiing to and from the runway.
 - e. Temporary aircraft parking.
 - f. Aircraft fueling at the on-field fuel station or Fixed Base Operation fueling.
 - g. Other activities reasonably required by IFT to perform flight training instruction to CWU students as contemplated herein.
 - h. Those purposes detailed in the attached Operational Plan, which is attached hereto as Exhibit "B".

3. TERM: The term of this Agreement shall be for one (1) year and will commence on the date of last signature of the parties hereto. This Agreement may, at the option of IFT and acceptance by the County, be renewed from year to year in accordance with the terms and conditions herein specified.
4. USAGE FEE: IFT shall pay to the County the total sum of Five Hundred and no/100 dollars (\$500.00 USD) annually as a usage fee for use of the Airport premises and for the other rights and privileges granted hereunder during the term of this Agreement. Full payment shall be made within ten (10) days from the date of this Agreement and any renewal thereof.
5. ADJUSTMENT OF USAGE FEE: Following the completion of the initial term of this agreement, the County shall have the right to readjust the usage fee by negotiation with IFT for any year-to-year renewal term, but it is agreed that the fee shall not exceed five percent (5%) of the previous year's fee.
6. PREMISES ACCESS: For the duration of this Agreement, IFT employees, agents, contractors, and invitees shall have ingress to and egress from the Airport and the Airport premises. . The primary aeronautical access point shall be the West drive-thru gate. Kittitas County may allow a single additional access pedestrian access point during the duration of this agreement.

IFT acknowledges and accepts full responsibility for compliance with all applicable rules and regulations of the Federal Aviation Administration as set forth from time to time relating to IFT's use of the airport. IFT fully understands and acknowledges that any security or access measures deemed necessary by the County for the protection of any Airport premises, or equipment and property and access to the Airport through the Airport premises shall be the sole responsibility of IFT and shall involve no cost to the County, unless agreed upon otherwise.

7. OPERATING CERTIFICATES: IFT shall provide the Kittitas County Department of Public Works with copies of all current operating certificates and other documents relating to IFT's authority to continue its operations at the Airport as the County may reasonably request.
8. DISCLAIMER: IFT agrees to accept all Airport premises on an "as is" basis. Further, the County hereby disclaims, and IFT accepts such disclaimer, of any warranty, either express or implied of the condition and usability of any of the Airport premises.

The County shall not be under any duty or obligation to IFT to repair or maintain the Airport premises, or any portion thereof, or any facilities or equipment constructed thereon. The County shall not be responsible or liable to IFT for any claims for compensation for any losses, damages, or injury, including lost profits, sustained by IFT resulting from failure of any water supply, heat, air conditioning, electrical power, or sewer or drainage facility, or caused by the natural physical conditions on the Airport, whether on the surface or underground, including stability, moving, shifting, settlement of ground, or displacement of materials by fire, water, windstorm, tornado, act of God, or state of war, civilian commotion or riot, or any other cause or peril beyond the control of the County, except to the extent covered by the County's insurance.

9. RULES AND REGULATIONS: IFT agrees to comply with all pertinent rules and regulations of the federal, state and local governments, as well as the rules, regulations, ordinances, and minimum standards of the Airport, as are presently in effect and may in the future be adopted. The rules, regulations, ordinances and minimum standards of the Airport are made a part of this Agreement and shall have the same effect as though written herein. A copy of the Kittitas County Airport Standards is on file in the office of the Kittitas County Department of Public Works.

10. INSURANCE:

As of the date of this Agreement, IFT has already provided a copy of their standard insurance policy, coverage of which is acceptable to the County, and IFT agrees to provide not less than thirty (30) days advance written notice to Kittitas County regarding any material change or termination of the policy.

- a. IFT hereby releases the County of and from every and all right, claim and demand that IFT may hereafter have against County, its successors or assigns, arising out of or in connection with any loss or losses occasioned by fire and such items as are included under the normal extended coverage clauses of insurance policies, and does hereby waive all rights of subrogation in favor of insurance carriers against County arising out of any losses occasioned by fire and such items as are included under the normal extended coverage clauses of fire insurance policies, and sustained by IFT in or to the said Airport premises.

11. INDEMNIFICATION: IFT shall defend, indemnify, and hold the County, its successors and assigns, and the respective directors, officers, employees, insurers, agents and representatives of the County completely harmless from and against any and all claims, suits, demands, actions, liabilities, losses, damages, judgments, or fines arising by reason of injury or death of any person, or damage to any property, including all reasonable costs for investigation and defense thereof (including, but not limited to, attorney fees, court costs and expert fees) of any nature whatsoever arising out of IFT's conduct at the Airport, or in its use or occupancy of the Airport premises, regardless of where the injury, death, or damage may occur, except to the extent such injury, death, or damage is caused by the negligent act or omission or willful misconduct of the County. IFT shall also use counsel reasonably acceptable to the County in carrying out its obligations hereunder.

Any personal property of IFT or of others placed in the Airport premises or placed anywhere on the Airport shall be at the sole risk of IFT or the owners thereof, and the County shall not be liable for any loss or damage, except to the extent such loss or damage was caused by the negligence of the County.

The provisions of this Section shall survive the expiration or termination of this Agreement.

12. AIRPORT TRAFFIC: It is understood and agreed that the IFT's use of the Airport premises shall not unreasonably interfere or restrict the use of aircraft landings, take-offs, storage of aircraft, taxiing, and movement of ground vehicles. IFT shall comply with all rules and

regulations of the Federal Aviation Administration, Washington State Department of Transportation Aeronautics Division, and the Kittitas County Airport Standards.

13. FIREARMS: Hunting or discharging of firearms will not be permitted on or from said Airport premises.
14. NOTICES: Any notice given by one party to the other in connection with this agreement shall be in writing and shall be sent by certified or registered mail, return receipt requested as follows:
 - a. If to the County, addressed to:

Kittitas County Department of Public Works
411 N. Ruby, Suite #1
Ellensburg, Washington 98926
 - b. If to IFT, addressed to:

IASCO Flight Training
6460 Lockheed Drive
Redding, California 96002

Notice shall be deemed to have been received on the third day after the date of mailing.

15. ATTORNEY FEES: In the event that the County shall bring suit to recover any usage fees due hereunder, or for breach of any provision of this Agreement, or if IFT shall bring any action for any relief against County, declaratory or otherwise, arising out of this Agreement, the prevailing party shall recover reasonable attorney fees and costs which shall be determined and taxed by the court as part of the costs of such action.
16. RIGHTS OF THE U.S. GOVERNMENT: The County holds title to the Kittitas County Bowers Field Airport partially by virtue of a deed from the United States Government. A copy of said deed is available for inspection at the office of the Kittitas County Department of Public Works, hereto and made a part of this instrument as though fully set forth herein. IFT agrees that it will do nothing which will cause the County to be in violation of the terms of said deed. IFT furthermore agrees that it has had ample opportunity to review said deed and is aware of all of the terms and conditions therein.
17. ASSIGNMENT: This Agreement is for IFT only and cannot be transferred or assigned without first obtaining the written consent of the County.
18. BANKRUPTCY: It is further agreed and understood that in case of the insolvency or bankruptcy of IFT, or any assignment for the benefit of creditors or the appointment of a receiver for the IFT, this Agreement shall be immediately terminated and shall be of no further force and effect, and that the Trustee in Bankruptcy, Receiver, or Assignee for the benefit of creditors shall not have any rights whatsoever in the Airport premises.

19. DEFAULT: In the event that one of the parties herein fails to comply with any commitments, duties or responsibilities under this Agreement, or any of its conditions or terms as herein stated, the non-breaching party must give written notice to the breaching party of the breaching party's failure to comply. If such condition is not corrected within ten (10) days from the date of notice, the non-breaching party may choose to terminate this Agreement.
20. MODIFICATION OR TERMINATION: It is understood by the parties that the County may modify the terms of this Agreement in whole or in part if any regulation governing airports or county property is amended in a way that impacts the County's ability to comply with the terms stated and contemplated herein. For the purposes of this section, "regulation" is defined to include, but is not limited to: case law interpreting any rule or regulation; any federal rules and regulations, including Federal Aviation Administration rules and regulations; state rules and regulations; and local rules, regulations and ordinances.
- a. In the event that County shall elect to modify or terminate this Agreement, County shall do so only upon one hundred twenty (120) days written notice, notifying IFT that the Agreement to which this applied is being so modified or terminated.
 - b. Upon receipt of such notification, and in the event the notification specified modification of the Agreement short of termination, IFT shall have sixty (60) days in which to notify the County of IFT's intention to continue the Agreement as modified or of IFT's intention to treat the Agreement as terminated.
 - c. In the event that IFT elects to treat the Agreement as terminated, all usage fees shall be pro-rated to the date IFT shall have restored the premises to the County in accordance with the terms of this Agreement governing IFT's duties to restore the premises to County upon expiration of the Agreement term.
 - d. It is further agreed that neither such modification or termination of this Agreement, in whole or in part, shall give rise to any cause of action for damages or any other form of relief by IFT against County or any successor of IFT.
 - e. In the event of such modification or termination, IFT understands that other than a refund of any paid usage fees prorated to the date IFT has restored the Airport premises to County, IFT shall have no claim for compensation as occasioned by said modification or termination.
21. CONDITION OF PREMISES: IFT warrants and agrees that in its use of the Airport premises it shall not commit waste and that it will keep said Airport premises in a safe, sanitary, neat, presentable, and otherwise good condition, and in general shall comply with all the applicable governmental rules, ordinances and regulations as may be required or imposed by such authorities on said premises and shall comply with any direction pursuant to law of any public officer or officers who shall be empowered to enforce local, state and federal rules, regulations and ordinances upon the Lessee with respect to the said Airport premises or the use, occupancy, or control thereof and shall not suffer any improper or offensive use of said Airport premises. Upon termination or expiration of this Agreement, should the Airport premises not be left in such condition, normal wear and tear excepted,

the County may repair the Airport premises and seek reimbursement from IFT in any manner allowed by law.

22. RIGHT TO REVIEW: Pursuant to KCC 19.04.240(2)(h) and KCC 19.04.250(1), the County or its designee shall have the right to review IFT's records as they pertain to this Agreement. Such review may occur with or without notice, and may include, but is not limited to, on-site inspection by County agents or employees, inspection of all records or other materials which are reasonable and pertinent to the Agreement and its performance.
23. TAXES: IFT understands and acknowledges that it shall be solely responsible for the payment of all applicable federal, state, and local taxes.
24. NON-EXCLUSIVITY: Nothing in this Agreement shall be construed to grant exclusive access to the Airport premises to IFT.
25. WAIVER: No assent, express or implied, by either party to any breach of any of the other's covenants, agreements, conditions or terms hereof shall be deemed or taken to be a waiver of any succeeding breach of any covenant, agreement, condition or term hereof.
26. VENUE: In the event of any litigation between County and IFT arising out of this Agreement, the venue for such action shall lie in Kittitas County, notwithstanding any contrary provision of the Revised Code of Washington.
27. APPLICABILITY: The covenants, agreements, terms and conditions contained in this Agreement shall apply to and be binding upon County and IFT and their respective heirs, executors, administrators, successor and assigns.
28. INTEGRATION: Exhibits and Recitals are incorporated herein by this reference. This Agreement embodies the entire agreement between the parties with respect to the subject matter herein contained. No amendments or modifications hereof shall be enforceable unless in writing, signed by the party to be charged.

IN WITNESS WHEREOF, the County and IFT have signed their names and affixed their seals the day and year indicated below.

FOR THE COUNTY:

BOARD OF COUNTY COMMISSIONERS
KITTITAS COUNTY, WASHINGTON

ATTEST:

Clerk of the Board

Paul Jewell,

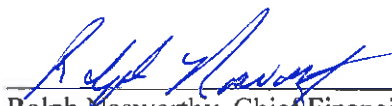
Gary Berndt,

Obie O'Brien,Dated:

Approved as to Form:

Deputy Prosecuting Attorney**FOR IFT:**

IASCO FLIGHT TRAINING



Ralph Nasworthy, Chief Financial OfficerDated: 11-18-2014

Exhibit A
CWU LEASE

AIRPORT PROPERTY LEASE

THIS LEASE made and dated this 10th day of March, 1992, by and between Kittitas County, a municipal corporation in the State of Washington, hereinafter referred to as the "County," and Central Washington University, a public university of the State of Washington, hereinafter referred to as "CWU."

The County hereby agrees to lease to the CWU, and CWU hereby agrees to lease from the County, the following described real property situated in Kittitas County, Washington, to-wit:

Parcel Number: 0300-008

That portion of the S 1/2 of the SW 1/4 of Section 24, Township 18 North, Range 18 E.W.M., Kittitas County, State of Washington, described as follows:

Beginning at the SW corner of said Section 24, thence North 1°47'30" West, a distance of 30.00 feet; thence North 88°12'30" East, a distance of 466.77 feet, to the true point of beginning; thence from the true point of beginning North 88°12'30" East, a distance of 363.23 feet; thence North 1°47'30" West, a distance of 110.80 feet; thence North 88°12'30" East, a distance of 245.23 feet; thence North 1°47'30" West, a distance of 266.39 feet; thence South 88°12'30" West, a distance of 608.46 feet; thence South 1°47'30" East, a distance of 377.19 feet, more or less,

1 to the true point of beginning and the
2 termination of this description. The
3 above described parcel contains 4.65
4 acres more or less.

5 Parcel Number 0700-002

6 That portion of the North 1/2 of the
7 Northwest 1/4 of said Section 25,
8 Township 18 North, Range 18 E.W.M.,
9 Kittitas County, State of Washington,
10 described as follows:

11 Beginning at the Northwest corner of said
12 Section 25, thence South 1°47'30" East, a
13 distance of 30.00 feet; thence North
14 88°12'30" East, a distance of 470.00
15 feet, to the true point of beginning.
16 Thence from the true point of beginning
17 North 88°12'30" West, a distance of
18 300.00 feet; thence South 1°47'30" East,
19 a distance of 400.00 feet; thence South
20 88°12'30" West, a distance of 300.00
21 feet; thence North 1°47'30" West, a
22 distance of 400.00 feet, more or less, to
23 the true point of beginning and the
24 termination of this description. The
above described parcel contains 2.75
acres, more or less.

See, Schematic, (Exhibit B)

16 TERM: The initial term of this lease shall commence on the
17 1st day of March, 1992, and shall terminate on the 28th day of
18 February, 2067. This lease shall be renewable thereafter
19 every five years upon agreement of both parties for the
20 consideration identified herein.

21 CONSIDERATION: CWU shall pay the following rent on March 1,
22 1992, and each year thereafter during the term, in advance,
23

24 AIRPORT PROPERTY LEASE
PAGE 2

1 the sum of One Dollar (\$1.00) per annum through February 28,
2 2017. CWU shall pay the sum of Eight Thousand Four Hundred
3 Sixty-Six Dollars (\$8,466) beginning March 1, 2017. There
4 will be one adjustment every fifth year thereafter. The
5 adjustments from April 2022 through February 2047 will be the
6 cumulative change in the Consumer Price Index for the previous
7 five years, or, 15% whichever is lower. The adjustments from
8 March 2047 through February 2067 will be the cumulative change
9 in the Consumer Price Index for the previous five years, or,
10 20% whichever is lower. See Exhibit (A).

11 LEASE TERMINATION: This lease may not be terminated during
12 the initial term by either party except as provided herein.
13 Thereafter, the lease may be terminated by either party with
14 a minimum of 180 days written notice prior to the start of any
15 new term.

16 MAINTENANCE AND OPERATION COSTS: During the term of this
17 lease, it shall be CWU's responsibility to fund its own
18 maintenance and operations costs as determined by CWU. No
19 impact is anticipated on County maintenance and operations
20 costs because of the presence of a CWU facility at the
21 airport. Any maintenance work performed by the County at the
22 request of CWU on CWU leased land, and the payment therefor,

1 shall be negotiated in a separate contract at the time the
2 work is done.

3 UTILITIES: There presently exists a water system at the
4 Kittitas County Airport, and CWU shall be entitled to purchase
5 potable water from said system at rates comparable to the
6 water rates charged by the City of Ellensburg. In the event
7 that the existing water system should fail and extensive
8 repairs should become necessary or it should become necessary
9 to install a new water system, the parties agree that any
10 continued use of water by CWU would be subject to a negotiated
11 agreement at that time. The installation of any new utilities
12 as determined by CWU, other than water, shall be the
13 responsibility of CWU. Should the University decide to not
14 participate in any water improvements or repair, the County
15 will have no obligation to deliver water to the University
16 site. No new utilities shall be installed without the prior
17 written approval of the County.

18 ASSIGNMENT: CWU shall not assign nor sublet this lease nor
19 any portion thereof nor any fixtures, except as may be
20 directly related to the Flight Technology or other approved
21 educational program, without first having obtained the written
22 consent of the County therefor. The County shall be a party in
23 any negotiation to sublet any portion of the premises and any

1 structure or facility to any third parties who are not public
2 educational institutions. The University shall not assign or
3 sublet any portion of the premises for commercial activities
4 in direct conflict with airport revenue operations such as Tie
5 Downs, Aviation Fueling, or Hangar operations.

6 PROPERTY DAMAGE AND BODILY INJURY: CWU hereby agrees to
7 indemnify and hold harmless the County from any and all claims
8 or demands of whatsoever nature arising out of loss, damage or
9 injury to persons or property resulting from CWU's use or
10 occupation of the leased premises caused by the tortious acts
11 or neglect of CWU, its agents or employees to the extent
12 allowed by law. The County hereby agrees to indemnify and
13 hold harmless CWU from any and all claims and demands of
14 whatsoever nature arising out of loss, damage or injury to
15 persons or property resulting from the County's occupation or
16 management of the airport property caused by the tortious acts
17 or neglect of the County, its agents or employees to the
18 extent allowed by law.

19 QUIET ENJOYMENT: The County covenants with CWU that on
20 payment of the rent herein required to be paid and performance
21 of the covenants herein contained, CWU and those holding under
22 it may peaceably and quietly have, hold and enjoy the premises
23 for the term hereof, for the purpose of conducting Flight
24

1 Technology or other Engineering or Technology related
2 educational programs.

3 WAIVER: No assent, express or implied, by the County to any
4 breach of any of CWU's covenants, agreements, conditions or
5 terms hereof shall be deemed or taken to be a waiver of any
6 succeeding breach of any covenant, agreement, condition or
7 term hereof.

8 INSPECTION: At all times during the term of this lease or
9 any extension thereof, the County shall have the right to
10 enter into and upon the demised premises during reasonable
11 business hours for the purpose of examining and inspecting the
12 same and determining whether CWU shall have complied with all
13 of its obligations hereunder in respect to the care and
14 maintenance of the premises and all other terms and conditions
15 hereof.

16 SPECIAL CONDITIONS: Irrigation ditches must not be rerouted
17 without written approval from the Board of Kittitas County
18 Commissioners. Irrigation water utilized by CWU will not be
19 allowed to run off on runways. CWU shall pay to the Kittitas
20 County Reclamation District all charges for irrigation water
21 used in the leased premises.

22 FENCES AND DITCHES: CWU shall care for and maintain all
23 fences, irrigating and drainage ditches upon said property or
24

AIRPORT PROPERTY LEASE
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DAVID A. PITTS
KITITAS COUNTY PROSECUTOR
KITITAS COUNTY COURTHOUSE ROOM 213
ELLENSBURG, WASHINGTON 98926 3129
TELEPHONE 509 962 7520

1 appurtenances thereto in a state of good repair and condition
2 during the term of this lease.

3 WASTE: CWU shall not commit waste of the leased property
4 and shall comply with all the regulations of the weed district
5 within which said leased property is included and shall use
6 all reasonable efforts to eradicate and prevent the growth of
7 noxious weeds upon the premises.

8 AIRPORT TRAFFIC: It is understood and agreed that CWU's use
9 of the leased premises shall not in any manner interfere or
10 restrict the use of aircraft landings, take offs, or storage
11 of aircraft as the airport is presently constructed. CWU
12 shall comply with all rules and regulations of the Federal
13 Aeronautics Administration.

14 RIGHTS OF U. S. GOVERNMENT: The County holds title to the
15 property herein leased, partially by virtue of a deed from the
16 United States government. A copy of said deed is attached
17 hereto and made a part of this instrument as though fully set
18 forth herein. (See, Exhibit C). CWU agrees that it will do
19 nothing which will cause the County to be in violation of the
20 terms of said deed. CWU further agrees that it has had ample
21 opportunity to review said deed and is aware of all the terms
22 and conditions therein.

23
24 AIRPORT PROPERTY LEASE
PAGE 7

DAVID A. PITTS
KITITAS COUNTY PROSECUTOR
KITITAS COUNTY COURTHOUSE ROOM 213
ELLENSBURG, WASHINGTON 98926 3129
TELEPHONE 509 962 7520

1 USE OF PREMISES: CWU agrees that it will use the premises
2 only for the purpose of conducting educational programs. CWU
3 intends to use the premises for its flight technology,
4 aeronautics and aviation program. CWU agrees that the Board
5 of Trustees shall vote to deliver to the County a letter of
6 intent signed by the Chairperson of the Board of Trustees
7 wherein CWU states that its intentions are to expedite the use
8 of the premises for flight technology instruction at the
9 earliest possible date, that CWU intends to request funds from
10 the legislature to locate temporary buildings on the premises
11 commencing July 1, 1993, and that CWU intends to request
12 planning funds and permanent installation funds for
13 construction in the 1995-97 biennium. The parties agree that
14 this letter of intent is to be incorporated into this lease by
15 this reference. Should CWU during the term of this lease
16 cease using the premises for educational programs related to
17 flight technology, aeronautics, and aviation, CWU shall obtain
18 permission for the change in usage in writing from the
19 appropriate Federal Agency so as to hold the County harmless
20 against any claim by the Federal Government that the original
21 deed (Exhibit C) was violated with respect to the use of the
22 premises. Such written permission shall be presented to the
23 County. CWU agrees and promises that it will not knowingly
24

AIRPORT PROPERTY LEASE
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conduct or promote any activity on the premises in violation of federal, state or local statutes, ordinances, rules or regulations.

IMPROVEMENTS: It is understood and agreed between the parties that CWU will use said premises to construct offices and other structures for CWU programs in flight technology, aeronautics, and aviation. It is further agreed that before such construction commences, that the plans and specifications for said construction shall be submitted to the County's Board of County Commissioners for their approval and to FAA for their approval, and no construction shall commence until said approval is received by CWU from each of said agencies in writing. All buildings or other improvements made upon property leased shall belong to and become the property of the County at the expiration of the term, or any negotiated extensions of the term of this lease, or as soon as the lease is terminated by the County under the conditions set out herein. The lessee shall have the right to terminate or require readjustment of the terms of this lease in the event the County does not approve any construction or modification of improvements proposed by CWU.

DEFAULT: In the event that CWU shall violate this lease, or any of its conditions or terms as herein stated, the County

AIRPORT PROPERTY LEASE
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DAVID A. PITTS
KITTITAS COUNTY PROSECUTOR
 KITTITAS COUNTY COURTHOUSE ROOM 213
 ELLENSBURG, WASHINGTON 98926 3129
 TELEPHONE 509 962 7520

1 may terminate this lease by giving sixty (60) days written
2 notice of the conditions or terms being violated, and if said
3 violations are not corrected within the sixty-day period, this
4 lease may be canceled and the County shall be entitled to
5 peaceably retake possession of the premises. Notice to the
6 CWU under this section or any other section shall be in
7 writing and addressed to the Office of President of Central
8 Washington University, Ellensburg, Washington, by registered
9 or certified mail with postage prepaid, and the parties
10 herewith agree that such notice shall be sufficient.

11 ARBITRATION: In the event that CWU and the County cannot
12 reach an agreement in any matters related to the terms of this
13 lease, the parties shall submit such disputes to arbitration.
14 As provided in the Revised Code of Washington, Title 36,
15 section 34.180, no board of arbitration shall reduce the
16 rentals below the sum fixed or agreed upon for the last
17 preceding period except as otherwise provided herein (see CPI
18 index). The County shall pick one arbitrator, and CWU one,
19 and the two so chosen shall select a third. Each party shall
20 bear the expense of the arbitrator selected by it. The costs
21 and expenses of the third arbitrator shall be shared equally
22 by the lessee and lessor.

1 VENUE: In the event of litigation initiated by either party
2 arising out of this lease or related to this lease, CWU and
3 the County agree that the venue of such litigation shall be in
4 the Superior Court of Kittitas County, State of Washington.

5 IN WITNESS WHEREOF, the County and CWU have executed this
6 lease on the day and year first above written.

7 KITTITAS COUNTY

8 

9 Mary Seubert, Chairperson
10 Board of Kittitas County
11 Commissioners

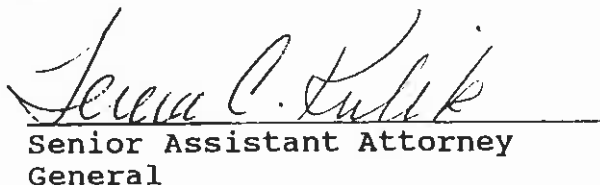
12 ATTEST:

13 
14 Clerk of the Board of
15 Commissioners of Kittitas County

16 CENTRAL WASHINGTON UNIVERSITY

17 
18 President

19 ATTEST:

20 
21 Senior Assistant Attorney
22 General

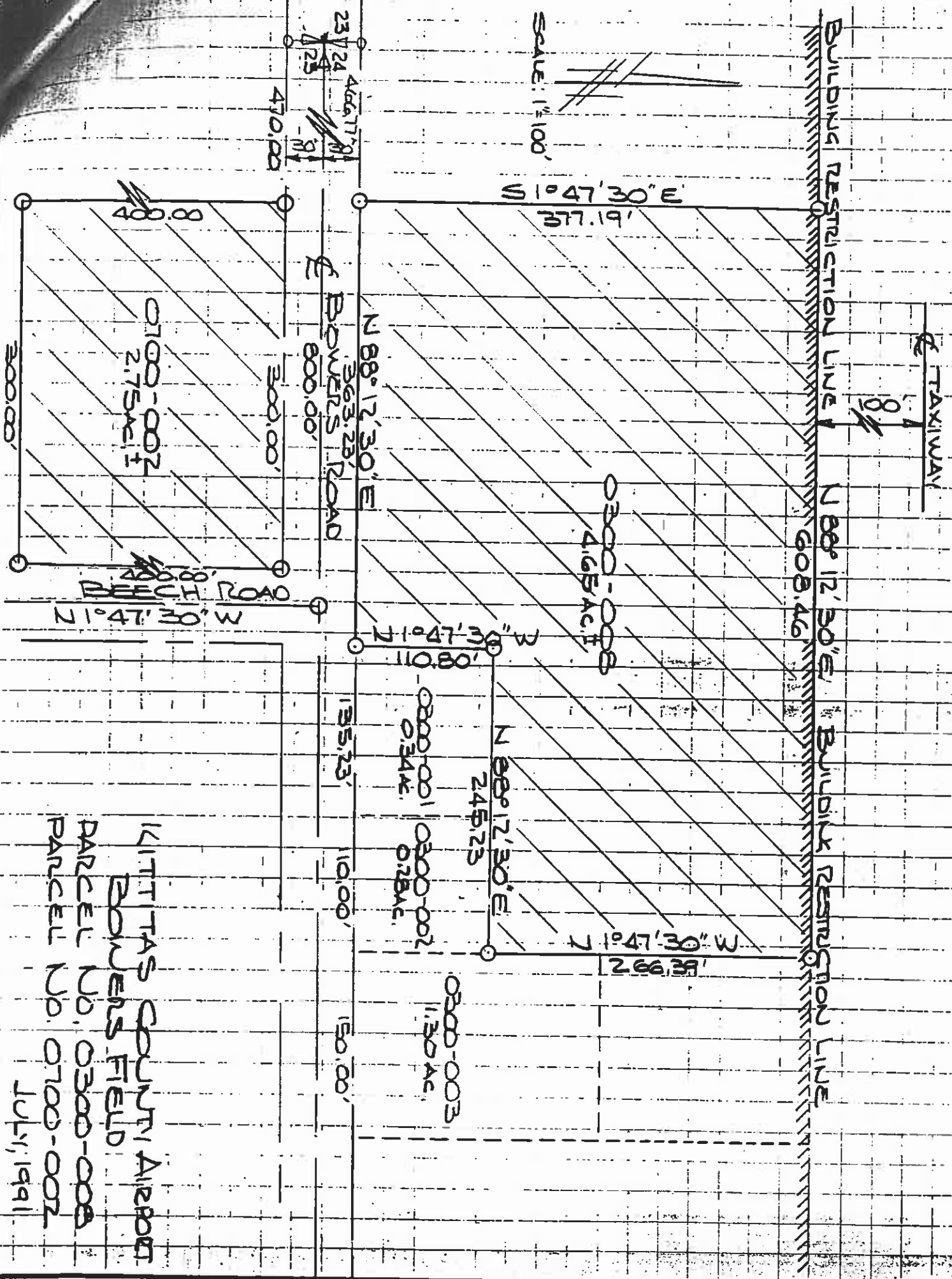


EXHIBIT "A"

Exhibit B
IASCO FLIGHT TRAINING
OPERATIONAL PLAN



6460 Lockheed Drive
Redding, CA 96002
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12 August 2014

RE: Application for Operation of Commercial Activities

Mr. Holmes:

Attached you will find supporting documents for our intent to operate flight training activities at Bowers Field. Please accept this as IASCO Flight Training's application to operate commercial activities.

We look forward to working with you, and reaching an operating agreement.

Sincerely,

A handwritten signature in blue ink, appearing to read "Jeff Mallory".

Jeff Mallory
Director, Training Operations and Curriculum
IASCO Flight Training
530.722.9419 x106

Application for Commercial Activities at Bowers Field – Ellensburg, Washington



The New Standard for *Professional* Pilot Training

IASCO Flight Training

Headquarters

6460 Lockheed Drive
Redding, CA 96002
530-722-9419

Satellite Base

807 Elmview Road
Ellensburg, WA 98926
Phone Number to be Determined

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Company Profile

Founded in 1959, IASCO sets the standard for global crew leasing, management, and ab initio pilot training. As the world's oldest and most respected independent crew leasing company, IASCO has earned its solid reputation for expertly providing and managing the highest-caliber crewmembers for a broad spectrum of aviation companies. In addition, IASCO has operated top-rate ab initio training programs for the last 40-plus years. These programs combine impeccable safety records with programs that graduate exceptionally well-trained pilots who can effectively meet the growing needs of aircraft operators.

Over its history IASCO has supplied leased crewmembers to more than 50 companies in the aviation industry. IASCO attracts, hires, and places its crewmembers by drawing on a database of more than 2,000 recruits. Our recruiting staff, which includes current and qualified commercial pilots, is experienced in screening and interviewing applicants both independently and in conjunction with our customers. IASCO handles everything from selection and interview to all human resource management.

Since 1971, IASCO has provided comprehensive, individualized ab initio pilot training with one of the best safety records in the industry. Airlines around the world have chosen IASCO for our global reputation for safety, experience, and stability. Our top-flight instructors offer customized flight training at all levels—from beginning to advanced programs. We meet the training and service needs of each customer, and carefully consider all applicable regulatory requirements, language and cultural diversity, and demanding training schedules to achieve the highest degree of proficiency and performance.

IASCO formed IASCO Flight Training, Inc. (IFT) in 2008 to fill an industry niche with ab initio professional pilot curriculum. Today IFT employs more than 75 staff that support up to 180 student pilots from China, Japan and the United States. Our programs produce exceptionally well-trained pilots to meet the current and growing demands of the 21st century. The need for fully customized training programs has never been greater—with increased air traffic, and an ever-tightening pool of crewmembers.

Photo: IFT headquarters and Ground Campus.



IASCO is proud of its reputation for exceptional training programs and impeccable safety record. During the past 40-plus years, IASCO has trained over 3,000 student pilots—and has been awarded for flying casualty-free for over 500,000 training flight hours.

These milestones are achievable, in part, through our careful selection of staff. IASCO only hires flight instructors who are highly motivated and airline-oriented pilots. Our instructor pilots thrive on providing comprehensive instruction where transferable skills and airline concepts, such as standardization and adherence to procedures, are always the focus.

Key Personnel

Individuals having primary responsibility for the Central Washington University Flight Program

Jitesh Bahl, Chief Flight Instructor

Telephone: 530.722.9419 Extension – 134

David Lehman, Assistant Chief Flight Instructor – Ellensburg, WA

Telephone: 253.347.0656

Jeff Mallory, Director, Training Operations and Curriculum

Telephone: 530.722.9419 Extension – 106

Ralph Nasworthy, Chief Financial Officer

Telephone: 530.722.9419 Extension – 203

All of the current agreements require IFT to provide airline-sponsored students with the necessary training to transition to the airline flying environment upon completion. IFT trains between 30 and 60 students from each airline every year in a program designed to take about 13 months to complete. All contracts are in effect until terminated by one of the parties. In all contracts with the above Chinese airlines, IFT provides the following services:

- FAA Certified Part 141 ground and flight training
 - Ab initio courses are also approved by the Civil Aviation Administration of China (CAAC)
 - Students train for, and receive, the following FAA certificates: Private Pilot Airplane Single-Engine Land, Instrument Airplane, Commercial Pilot Airplane Multi-Engine Land
 - The program ends with a turbine transition course that includes ATP-level knowledge and 20 hours of piloting time in a Beechcraft King Air C-90
 - Management of student progress is through project supervisors and managers, and an electronic training management system
- Aviation English training and evaluation
- All learning materials needed for training
- Student uniforms, housing, transportation, catered meals, administrative and logistical assistance (including fleet maintenance, line service, flight dispatching, etc.)

IFT's philosophy is to teach by engaging students. As such, our ground sessions are conducted in active learning classrooms, where there is no back-row seat and there are whiteboards on every wall. Students are required to involve each other and be able to apply the knowledge, not just memorize it. In the flight courses, students are encouraged to ride along on flights, and observe simulator lessons to encourage cooperative learning, and for more exposure to difficult concepts.

Photo: Active learning classroom activity.



In recent developments, IFT has entered into a training agreement to provide services for SkyMark Airlines of Japan. The first class of 41 students arrived in April, 2014. IFT also began training self-sponsored students from the United States in the fall of 2013. These students are receiving the same high level of training the contract students receive.

Details of Maintenance Program

1. Overall program

Cessna aircraft are maintained according to the Cessna Progressive Care Program. This defines four phases that are conducted each 50 hours of flight time. The Beechcraft Duchess aircraft are maintained on a 50-hour, 100-hour, and annual inspection program. King Air maintenance is performed in accordance with Beechcraft Phase Maintenance Program, where inspections are due each 200 hours.

Discrepancies are noted in the resource maintenance system (RMS) by dispatchers when the student and instructor return to the dispatch desk after an activity. This is monitored constantly by maintenance administrative support staff, and if a downing discrepancy is noted, a technician is sent to verify and correct the issue as necessary. A Work Order is then generated in RMS, and when the aircraft is returned to service the technician will sign the discrepancy sheet. The standardized aircraft log book entry is generated by the system for quick and easy installation into the aircraft records.

2. Equipment and facility information

- a. **Redding, CA Base** – IFT conducts maintenance activity on 3,000 square feet of floor space along with an administrative office and parts storage area. We perform general through heavy maintenance, and outsource engine overhauls and components such as magnetos and governors.
- b. **Ellensburg, WA Base** – IFT plans to conduct maintenance activity from two or three of the Carrera Hangars on Bowers Field beginning September 1, 2014, which is the start date of the service contract between IFT and CWU. The initial term of this contract is five years, and is renewable each year after that for an additional year, up to 10 years.

Maintenance operations will be managed by James Wheeler, an FAA certified Aviation Maintenance Technician (AMT) for almost 30 years. Mr. Wheeler will have up to two other technicians and one administrative assistant on the maintenance department staff. Administrative staff may be partly based out of the CWU Aviation Training Center, which IFT is sub-leasing for training operations use.

Hangars will contain aircraft maintenance tools, equipment, and aircraft parts inventory. IFT will make some modifications to the interior of the hangars in accordance to the lease agreement with Carrera Hangars. Modifications may include provisions for heating, electricity, lighting, and interior access between maintenance-designated hangars. Any and all hazardous materials will be stored and applied according to federal, state, and local regulations. Modifications will be financed using operating capital. Costs of modifications are undetermined at this time, but will fit into the startup budget allocated for this program.

IFT will perform maintenance as required by training operations, and will require vehicle access to the hangars for the employees (with parking near the hangars). Maintenance technicians will transport equipment and parts on the airport only when necessary for delivery or removal. However, if a training aircraft becomes disabled in an aircraft movement area, vehicles will be dispatched to recover the aircraft as soon as possible. Any vehicle in a movement area will utilize a yellow light on top of the vehicle, and will establish and maintain radio contact with any aircraft traffic on the ground or in flight.

3. History of aircraft

IFT may use any of the following aircraft models for training at Bowers Field. Initially, the training fleet in Ellensburg will consist of up to eight Cessna 172R and one Beechcraft Duchess. IFT will add a single-engine retractable-gear airplane soon thereafter; the Super Decathlon will be present only when conducting spin training at certain times during the academic year.

Registration Number	Model	Serial Number	Year Mfg.	Aircraft Time	Purchase Date
139MA	172R	80312	1998	5535.3	12/2009
17274	172R	80353	1998	2397.3	03/2012
172KK	172R	80574	1998	6898.6	12/2008
172TQ	172R	80391	1998	7218.1	12/2008
2103T	172R	81205	2004	5109.0	01/2012
2118L	172R	80676	1999	4780.5	06/2010
2390C	172R	80789	1999	7098.2	12/2008
24612	172R	80827	1999	5511.6	08/2009
26630	172R	80565	1998	5822.4	02/2010
35092	172R	81044	2001	6252.6	01/2011
359ES	172R	80009	1997	6013.9	03/2012
362ES	172R	80013	1997	8439.6	12/2008
405ES	172R	80219	1997	5410.5	03/2009
457CM	172R	80849	2000	6992.4	09/2009
459CM	172R	80851	2000	7030.6	12/2009
467CM	172R	80859	2000	7050.8	09/2009
5182A	172R	81106	2002	5295.7	03/2012
5190R	172R	81111	2002	6176.6	06/2010
53020	172R	81136	2002	5886.8	03/2012
747KT	172R	80020	1997	3114.3	03/2012
814HA	172R	80814	1999	6444.9	12/2008
817HA	172R	80828	1999	6270.6	09/2009
9541P	172R	80425	1998	5634.5	03/2010
9572W	172R	80544	1998	5619.1	02/2010
9577W	172R	80527	1998	7603.3	06/2010
117JA	BE-76	ME-282	1980	6451.9	03/2012
166AC	BE-76	ME-263	1979	3362.9	10/2009
3711N	BE-76	ME-375	1980	8709.8	12/2010
6628X	BE-76	ME-218	1979	4181.6	05/2009
6697D	BE-76	ME-264	1979	9273.1	04/2010
6701T	BE-76	ME-285	1980	12233.2	06/2010
6714R	BE-76	ME-320	1980	5063.9	01/2010
248MC	C-90	LJ-872	1979	13257.1	03/2010
911FG	C-90	LJ-774	1978	12963.5	Leased
89TW	8KCAB	977-2005	2005	839.4	Leased

4. Aircraft Photos

Cessna 172R Skyhawk



Beechcraft Model 76 Duchess



Beechcraft King Air C-90



Spin training aircraft

IFT currently uses the American Champion Super Decathlon (8KCAB) for all spin training. IFT will evaluate the frequency of use in the CWU program and station an aircraft at the Ellensburg, WA campus as needed. Aircraft photos provided below.



Use of the Apron/Ramp

Flight training operations will originate from CWU's ramp area, as aircraft will be tied down in that area during the normal office operating hours (08:00 – 17:00 daily); students and instructors will begin their activities from the Aviation Training Center on Elmview Road. Students, instructors, and other staff will transit to the hangars on foot, or may be transported to/from the ramp area and hangars using electric-powered golf carts. As with vehicles, any carts accessing movement areas will have a yellow light and be in constant radio contact with other air/ground traffic. All access to movement areas will be conducted by appropriately trained personnel only.

IFT will use the paved area between CWU's ramp area and the hangars to transit aircraft, maintenance/delivery vehicles, students, and staff. Aircraft will be moved into and out of hangars as needed for operational efficiency, and shall not, to the best of IFT's ability, impede the activity of other tenants. Other than the temporary parking of aircraft to change aircraft in a hangar, aircraft will be parked in a hangar or on the ramp tie down area of CWU's leased property.

During cold times of year when frost is present, IFT may employ the use of small pump-spray devices to apply a deicing fluid that will speed the removal of frost from the wings and stabilizer surfaces. Use of this material will be in accordance with the manufacturer's material safety data sheet (MSDS).

Management of Program

IFT will use a staff of 10-20 FAA certified flight instructors managed by an FAA approved assistant chief flight instructor to deliver flight training. This will also include pre and postflight briefings. However, CWU will conduct the ground school; thus, IFT will not need classroom space for that activity. Instructors will be qualified in a manner appropriate to the course they are teaching pursuant to the FAA-approved course training course outline.

Using an agreement to use CWU's Aviation Training Center, IFT will have continuous use of adequate office and briefing space to accommodate training of 120 students and necessary staff. Restrooms and seating are also available. IFT also has agreement from CWU to use their leased ramp space to park and operate training airplanes. Generally, airplanes will be stored in hangars at night, but given good weather conditions, may also be parked on the ramp overnight.

IFT adheres to strict training operations and safety procedures that are part of standard practice, and contained in our Pilot Training Operations Manual (PTOM). The PTOM details many areas of flight training related to normal and abnormal operations, as well as safety procedures and weather minimums/maximums.

In addition to the PTOM, IFT uses other documents to aid with training:

- Maneuvers manuals
- Checklists
- Expanded checklists
- Study guides
- Instructor training courses
- Administrative staff and dispatcher training manuals/guides

IFT's training practices and standards have been affirmed by our FAA Flight Standards District Office (FSDO) in Sacramento at the close of a recent annual base inspection. Below is an excerpt from a letter from IFT's Principle Operations Inspector after the inspection.

"Again, as I did last year, I commend the professionalism of your staff. It is obvious to me that they are interested in "doing-it-right" and in producing a safe and qualified pilot."

William G. Bell
Principle Operations Inspector

Safety Program Overview

IFT cultivates a safety culture which involves staff, students, and external agencies. Our safety culture is constantly being improved with the goal that everyone feels responsible for, and comfortable with thinking and acting safely. Our safety practices are integrated into all aspects of our operations:

- Management support
- Student training
- Instructor training
- Staff training
- Flight Operations Policies/Procedures
- Incident Reporting
- Incident Investigation
- Sharing of safety information
- Safety Manual
- 24-hour support
- Airport access
- Solo Supervision
- Preflight planning
- Aircraft dispatch and checkout
- Preflight inspection
- Student flight
- Post flight
- Safety Management System (SMS) in development

Dispatch procedures

Using ETA, an electronic training management system, and exceptional dispatch team members, IFT has developed efficient and reliable ways to ensure the accurate and timely movement of people, airplanes, and other training resources.

First, ETA gives dispatchers unfettered access to the information needed to facilitate training operations. IFT has built into the system (ETA) checks, balances, and hard-stops that allow dispatchers to confidently release resources to the right people at the right time. Moreover, dispatch staff has defined processes, procedures, and guidelines that allow them to act with more autonomy, which further aids in training operations facilitation.

Here is a list of tools and common procedures dispatchers use to accomplish their jobs.

- Dispatch Release Process

- In order for a student to receive keys to an airplane, he/she must complete a Dispatch Release form. This is a two-sided form that requires students to document their preflight planning. It contains a section for maintenance discrepancies, fuel load and expected burn, weight and balance calculations, aircraft performance data for the proposed flight, and weather information for departure and destination airports (METAR, TAF, FB, AIRMET/SIGMET, and NOTAM).
- Once the student completes the form, he/she reviews it with the flight instructor during the preflight briefing. The instructor signs the paper that it is correct.
- The student then takes the signed Dispatch Release to the dispatch desk where a dispatcher on duty will review that all boxes have been completed. If the release is totally completed, the student will be issued the keys to the airplane.
- For solo flights, there is an additional Solo Flight Dispatch Release form that ensures all proper documentation has been made and that a qualified instructor is present to supervise the solo flight.

Photo: Flight campus entrance.



Photo: Dispatch serving students and instructors.



- Solo students must also take a GPS tracking device and an electronic voice recorder that is connected to the intercom system.
- Electronic Maintenance Reporting
 - RMS interfaces with ETA for instant updating of aircraft times and discrepancies (and discrepancy resolution) to personnel in operations or maintenance.
 - Students and instructors have access to real-time aircraft maintenance information through RMS at the dispatch counter. After students receive their training resource, they can quickly open maintenance reports on a computer at the dispatch desk. They can then view discrepancy history and status, as well as the amount of time remaining until the next scheduled inspection.
- Flight Information and Times Sheets
 - Students and instructors use this half-sheet form to record Hobbs time (out/in), engine tachometer time (out/in), maintenance discrepancies, and aircraft supplies status.
 - Both student and instructor take these forms on the flight. Upon return, the student turns in his/her form to dispatch. Data from the form is entered into ETA and used in completing the student's electronic pilot log and lesson grade sheet.
- Company Frequency and Call Sign
 - IFT dispatchers have a base radio within reach to facilitate the management of resources while they are in flight. With a leased company-specific operations frequency, students and instructors can communicate freely with dispatch or maintenance personnel regarding any route modifications, schedule issues, or mechanical problems that develop during an activity. We also use this frequency for normal communications when entering or leaving the IFT ramp area, and when entering, flying in, and exiting designated flight training practice areas.
 - All aircraft possess a flight number associated with IFT's FAA/ICAO-approved radio designator (i.e., call sign) ("MARMOT") and three-letter identifier (MMY). All flights use this information when communicating with ATC or flight service. Because the call sign and identifier are ICAO approved, they are valid for use in any ICAO member state airspace.
- Flight Tracking
 - As previously mentioned, IFT uses BlueSky GPS tracking devices. These are primarily used for solo flights, but may be incorporated into dual activities as well.
 - IFT's FlightAware account separately tracks all IFR flights (those on an IFR flight plan) under the MMY identifier.

Photo: BlueSky Hawkeye
PT GPS Tracker



- Aircraft inventory
 - Dispatch maintains a supply box located in the baggage area of each airplane that contains items that might be needed to dispatch an activity on-time. Some of the items are: windscreen cleaner and rag, a quart of oil and a funnel, and general cleaning rags.

IFT carefully selects and trains its dispatchers to meet the high demands that are simultaneously placed on them during times of heavy activity. Team members are issued the Dispatcher Operations Manual that serves as a guide to how their job should be conducted (generally). The manual discusses duties, expectations, proper levels of service, and acceptable behavior and communication techniques.

Financial Ability

IFT's long history of success training pilots, demonstrates the ability to operate a sustainable business model that produces a quality pilot and provides income.

With 2012 revenue of approximately \$11.5 million, a current student load of nearly 150 students with more planned, and a fleet of owned assets, IFT possesses the financial strength to deliver CWU's training program. Additional documentation will be provided if and when requested.

Facilities & Equipment

Administrative space

IFT will use approximately 1,000 square feet of office/administrative space at the CWU Aviation Training Center for the following uses:

- Dispatching
- Assistant Chief Flight Instructors' office
- Briefing areas
- Student planning and study area

Additional Value

a. Air carrier relationships

IFT has established a Pilot Bridge Program agreement with SkyWest Airlines. The program will offer qualifying applicants the opportunity to be interviewed for a first officer position with SkyWest. Participants will receive benefits such as a retained Date of Hire (DOH), special projects, job fairs, recruitment events and individual mentoring by SkyWest captains. IFT is developing courses to provide jet transition training and other enrichment activities to help prepare participants to enter the commercial airline industry. The Pilot Bridge Program will help goal-oriented pilots to move successfully from flight instructing to the airline environment.



The memorandum of understanding between IASCO Flight Training and GoJet Airlines is designed to offer career opportunities to IFT instructors, to graduates of IFT's upcoming domestic training program, and to prepare new hire pilot candidates to successfully complete GoJet Airlines initial pilot training.



While we have established these relationships, IFT continues to actively seek additional ones to create career path options for graduates and instructors.

b. Experience with advanced training

- i. Multi-engine turbine training
- ii. International student training
- iii. Aerobatic training

c. Additional value, resources and/or demonstrated benefits to CWU

- i. The functioning international student program is a great way for CWU graduates to build flight time quickly (up to 800-1,000 flight hours per year) to reduce the time needed to reach the airline cockpit. This is a synergy that few university programs have, and it makes CWU's program more attractive to prospective students seeking a timely, direct path to a career as a commercial pilot.

- ii. Employment for instructors at IFT includes health benefits, paid vacation and sick time, paid course upgrade training, two paid holidays, and opportunities for advancement to leadership positions.
- iii. IFT's history in airline-style training has deep roots that carry on today. IFT staff work diligently to model and enforce an airline culture of professionalism, attitude, leadership with the goal of employing a student body and workforce that look and act like airline pilots.

IASCO Flight Training uses a proactive and professional approach to managing. We not only remain engaged in the processes, we actively seek to improve them; this is especially effective in today's economic environment.

IASCO Flight Training has contracts with major airlines that motivate our standardized training practices. These contracts mandate we stay abreast of all regulations and training techniques on a day to day basis and take a proactive approach to the Part 141 training program. We continue our global training efforts and marketing strategies with multiple countries.

We are committed to our staff, clients, safe operations, and systems.