

SNOHOMISH COUNTY COUNCIL  
Snohomish County, Washington

MOTION NO. 25-309

AUTHORIZING THE EXECUTIVE TO EXECUTE A CONTRACT WITH VECTOR AIRPORT SYSTEMS, LLC FOR AN AUTOMATED AIRCRAFT LANDING FEE BILLING AND COLLECTIONS SOLUTION AT SNOHOMISH COUNTY AIRPORT

WHEREAS, Snohomish County Airport is in need of a more effective landing fee revenue collection system for general aviation; and

WHEREAS, due to the complexity of identifying aircraft ownership, often obscured by registrations through third-party banks, corporations, and foreign LLCs, collecting fees is time-consuming and inefficient, requiring significant staff resources; and

WHEREAS, Vector Airport Systems, LLC (Vector's) has over seventeen (17) years of experience in airport billing and debt collection, offering a fully automated, full-service solution with software that provides comprehensive aircraft and operator data, with integration into existing flight tracking systems; and

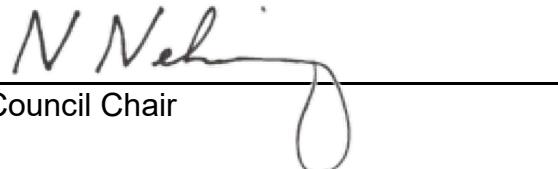
WHEREAS, Vector's cost-effective solution will significantly reduce staff time spent on collections and increase the airport's landing fee recovery rate while improving the customers experience through automation; and

WHEREAS, Vector was sole sourced (SS-24-003BC) under SCC 3.04.180 and will charge 12% of collected revenues;

NOW, THEREFORE, ON MOTION, the Snohomish County Council authorizes the Snohomish County Executive to execute a contract with Vector Airport Systems, LLC at Snohomish County Airport in the form attached hereto.

PASSED this 23<sup>rd</sup> day of July, 2025.

SNOHOMISH COUNTY COUNCIL  
Snohomish County, Washington

  
N. Nehls  
\_\_\_\_\_  
Council Chair

ATTEST:

  
\_\_\_\_\_  
M. Deunaris  
Deputy Clerk of the Council

# AGREEMENT FOR PROFESSIONAL SERVICES

## VECTOR AIRPORT SYSTEMS, LLC

PLANEPASS® Automated Aircraft Fee Billing & Collections Solution

CONSULTANT:	<u>Vector Airport Systems, LLC</u>
CONTACT PERSON:	<u>Peter Coleton, President</u>
ADDRESS:	<u>280 Sunset Park Drive</u>
	<u>Herndon, VA 20170-5219</u>
FEDERAL TAX ID NUMBER/U.B.I. NUMBER:	<u>45-5407116</u>
TELEPHONE/FAX NUMBER:	<u>970-397-3367</u>
COUNTY DEPT:	<u>Airport</u>
DEPT. CONTACT PERSON:	<u>Nickolis A. Landgraff</u>
TELEPHONE/FAX NUMBER:	<u>425-388-5103</u>
PROJECT:	<u>Airport</u>
AMOUNT:	<u>12.0% of revenues collected</u>
FUND SOURCE:	<u>Airport - 410-321680-0800</u>
CONTRACT DURATION:	<u>August 1, 2025 through July 31, 2030</u> [unless extended or renewed pursuant to Section 2 hereof]

### AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT (the “Agreement”) is made by and between SNOHOMISH COUNTY, a political subdivision of the State of Washington (the “COUNTY”) and VECTOR AIRPORT SYSTEMS, a Virginia Limited Liability Company (the “CONTRACTOR”) (each, a “Party” and together, “the Parties”). In consideration of the mutual benefits and covenants contained herein, the parties agree as follows:

1. Purpose of Agreement; Scope of Services. The purpose of this Agreement is to provide PLANEPASS® Automated Aircraft Fee Billing & Collections Solutions an online based interactive software and collection processing system awarded via sole source published on August 9, 2024 through August 22, 2024 an approved via Snohomish COUNTY Code, Sole Source, Section 3.04.180 at which time no interest or objections were received. The scope of services is as defined in **Schedule A** attached hereto and by this reference made a part hereof.

The services shall be performed in accordance with the requirements of this Agreement and with generally accepted practices prevailing in the western Washington region in the occupation or industry in which the CONTRACTOR practices or operates at the time the services are performed. The CONTRACTOR shall perform the work in a timely manner and in accordance with the terms of this Agreement. Any materials or equipment used by the CONTRACTOR in connection with performing the services shall be of good quality. The CONTRACTOR represents that it is fully qualified to perform the services to be performed under this Agreement in a competent and professional manner.

The CONTRACTOR will prepare and present status reports and other information regarding performance of the Agreement as the COUNTY may request.

2. Term of Agreement; Time of Performance. This Agreement shall be effective from August 1, 2025 (the “Effective Date”) and shall terminate on July 31, 2030, PROVIDED, HOWEVER, that the term of this Agreement may be extended or renewed two (2) additional three (3) year terms, at the sole discretion of the COUNTY, by written notice from the COUNTY to the CONTRACTOR. PROVIDED, HOWEVER, that the COUNTY’s obligations after December 31, 2025 are contingent upon local legislative appropriation of necessary funds for this specific purpose in accordance with the COUNTY Charter and applicable law.

3. Compensation.

a. Services. The COUNTY will pay the CONTRACTOR for services as and when set forth in **Schedule B, Compensation** which is attached hereto and by this reference made a part of this Agreement.

b. Overhead and Expenses. The CONTRACTOR’s compensation for services set forth in Section 3a above includes overhead and expenses and no separate claims for reimbursement of overhead or expenses will be allowed under this Agreement.

c. Invoices. Upon completion of the work, the CONTRACTOR shall submit to the COUNTY a properly executed invoice indicating that all of the work has been performed and the amount of the fee outlined in **SCHEDULE B** from the COUNTY. This fee in **SCHEDULE B** may be included in the weekly and monthly reports. Subject to Section 8 of this Agreement, the COUNTY will pay the invoice as soon as possible within fourteen days (14) calendar days of receipt unless otherwise agreed upon in writing with CONTRACTOR.

d. Payment. The COUNTY’s preferred method of payment under this contract is electronic using the COUNTY’s “e-Payable” system with Bank of America. The CONTRACTOR is highly encouraged to take advantage of the electronic payment method.

In order to utilize the electronic payment method, the CONTRACTOR shall email [SnocoEpayables@snoco.org](mailto:SnocoEpayables@snoco.org) and indicate it was awarded a contract with Snohomish COUNTY and will be receiving payment through the COUNTY’s e-Payable process. The CONTRACTOR needs to provide contact information (name, phone number and email address). The CONTRACTOR will be contacted by a person in the Finance Accounts Payable group and assisted with the enrollment process. This should be done as soon as feasible after COUNTY award of a contract or purchase order, but not exceeding ten (10) business days.

Department approved invoices received in Finance will be processed for payment within seven calendar days for e-Payable CONTRACTORS. Invoices are processed for payment by Finance two times a week for CONTRACTORS who have selected the e-Payable payment option.

In the alternative, if the CONTRACTOR does not enroll in the electronic (“e-Payable”) payment method described above, contract payments will be processed by Finance with the issuance of paper checks or, if available, an alternative electronic method. Alternative payment methods, other than e-Payables, will be processed not more than 30 days from receipt of department approved invoices to Finance.

THE COUNTY MAY MAKE PAYMENTS FOR PURCHASES UNDER THIS CONTRACT USING THE COUNTY’S VISA PURCHASING CARD (PCARD).

Upon acceptance of payment, the CONTRACTOR waives any claims for the goods or services covered by the Invoice. No advance payment shall be made for the goods or services furnished by CONTRACTOR pursuant to this Contract.

E. Payment Method. In addition to Payment section above, the COUNTY may make payments for purchases under this contract using the COUNTY’s VISA purchasing card (PCARD).

AGREEMENT FOR PROFESSIONAL SERVICES  
WITH VECTOR AIRPORT SYSTEMS, LLC

Are you willing to accept PCARD payments without any fees or surcharges?  
Yes  No

F. Contract Maximum. If total revenues collected under this agreement on behalf of the County exceed \$5,000,000 per year then the COUNTY shall have the option to terminate this agreement or renegotiate the compensation rate structure at that time.

4. Independent CONTRACTOR. The CONTRACTOR agrees that CONTRACTOR will perform the services under this Agreement as an independent CONTRACTOR and not as an agent, employee, or servant of the COUNTY. This Agreement neither constitutes nor creates an employer-employee relationship. The parties agree that the CONTRACTOR is not entitled to any benefits or rights enjoyed by employees of the COUNTY. The CONTRACTOR specifically has the right to direct and control CONTRACTOR's own activities in providing the agreed services in accordance with the specifications set out in this Agreement. The COUNTY shall only have the right to ensure performance. Nothing in this Agreement shall be construed to render the parties partners or joint venturers.

The CONTRACTOR shall furnish, employ and have exclusive control of all persons to be engaged in performing the CONTRACTOR's obligations under this Agreement (the "CONTRACTOR personnel"), and shall prescribe and control the means and methods of performing such obligations by providing adequate and proper supervision. Such CONTRACTOR personnel shall for all purposes be solely the employees or agents of the CONTRACTOR and shall not be deemed to be employees or agents of the COUNTY for any purposes whatsoever. With respect to CONTRACTOR personnel, the CONTRACTOR shall be solely responsible for compliance with all rules, laws and regulations relating to employment of labor, hours of labor, working conditions, payment of wages and payment of taxes, including applicable contributions from CONTRACTOR personnel when required by law.

Because it is an independent CONTRACTOR, the CONTRACTOR shall be responsible for all obligations relating to federal income tax, self-employment or FICA taxes and contributions, and all other so-called employer taxes and contributions including, but not limited to, industrial insurance (workers' compensation). The CONTRACTOR agrees to indemnify, defend and hold the COUNTY harmless from any and all claims, valid or otherwise, made to the COUNTY because of these obligations.

The CONTRACTOR assumes full responsibility for the payment of all payroll taxes, use, sales, income, or other form of taxes, fees, licenses, excises or payments required by any city, COUNTY, federal or state legislation which are now or may during the term of the Agreement be enacted as to all persons employed by the CONTRACTOR and as to all duties, activities and requirements by the CONTRACTOR in performance of the work under this Agreement. The CONTRACTOR shall assume exclusive liability therefor, and shall meet all requirements thereunder pursuant to any rules or regulations that are now or may be promulgated in connection therewith.

5. Ownership. Any and all data, reports, analyses, documents, photographs, pamphlets, plans, specifications, surveys, films or any other materials created, prepared, produced, constructed, assembled, made, performed or otherwise produced by the CONTRACTOR or the CONTRACTOR's subcontractors or consultants for delivery to the COUNTY under this Agreement shall be the sole and absolute property of the COUNTY. Such property shall constitute "work made for hire" as defined by the U.S. Copyright Act of 1976, 17 U.S.C. § 101, and the ownership of the copyright and any other intellectual property rights in such property shall vest in the COUNTY at the time of its creation. Ownership of the intellectual property includes the right to copyright, patent, and register, and the ability to transfer these rights. Material which the CONTRACTOR uses to perform this Agreement but is not created, prepared, constructed, assembled, made, performed or otherwise produced for or paid for by the COUNTY is owned by the CONTRACTOR and is not "work made for hire" within the terms of

this Agreement.

6. Changes. No changes or additions shall be made in this Agreement except as agreed to by both parties, reduced to writing and executed with the same formalities as are required for the execution of this Agreement.

7. COUNTY Contact Person. The assigned contact person (or project manager) for the COUNTY for this Agreement shall be:

Name: Nickolis A. Landgraff  
Title: Airport Business Manager  
Department: Airport  
Telephone: (425) 388-5103  
Email: [nickolis.landgraff@co.snohomish.wa.us](mailto:nickolis.landgraff@co.snohomish.wa.us)

8. COUNTY Review and Approval. If at any time, the COUNTY determines the work contains errors, omissions, or otherwise fails to conform to the requirements of this Agreement, the COUNTY shall reject the work by providing the CONTRACTOR with written notice describing the problems with the work and describing the necessary corrections or modifications to same. In such event, the CONTRACTOR shall promptly remedy the problem or problems and re-submit the work to the COUNTY. The CONTRACTOR shall receive no additional compensation for time spent correcting errors. Payment for the work will not be made until the work is accepted by the COUNTY. The CONTRACTOR shall be responsible for the accuracy of work even after the COUNTY accepts the work.

9. Subcontracting, Assignment, Successors in Interest.

a. Subcontracting and Assignment.

The CONTRACTOR shall not subcontract, assign, or delegate any of the rights, duties or obligations covered by this Agreement without prior express written consent of the COUNTY. Any attempt by the CONTRACTOR to subcontract, assign, or delegate any portion of the CONTRACTOR's obligations under this Agreement to another party in violation of the preceding sentence shall be null and void and shall constitute a material breach of this Agreement.

b. Successors in Interest.

All terms and conditions of this Agreement shall be binding upon and inure to the benefit of any successors in interest to the Parties hereto. This clause shall not be deemed as a waiver of any prohibitions or conditions against assignment.

10. Records and Access; Audit; Ineligible Expenditures. The CONTRACTOR shall maintain adequate records to support billings. Said records shall be maintained for a period of seven (7) years after completion of this Agreement by the CONTRACTOR. The COUNTY or any of its duly authorized representatives shall have access at reasonable times to any books, documents, papers and records of the CONTRACTOR which are directly related to this Agreement for the purposes of making audit examinations, obtaining excerpts, transcripts or copies, and ensuring compliance by the COUNTY with applicable laws. Expenditures under this Agreement, which are determined by audit to be ineligible for reimbursement and for which payment has been made to the CONTRACTOR, shall be refunded to the COUNTY by the CONTRACTOR.

11. Indemnification.

a. Professional Liability.

The CONTRACTOR agrees to indemnify the COUNTY and, if any funds for this Agreement are provided by the State, the State and their officers, officials, agents and employees from damages and liability for damages, including reasonable attorneys' fees, court costs, expert witness fees, and other claims-related expenses, arising out of the performance of the CONTRACTOR's professional services under this Agreement, to the extent that such liability is caused by the negligent acts, errors or omissions of the CONTRACTOR, its principals, employees or subcontractors. The CONTRACTOR has no obligation to pay for any of the indemnitees' defense-related cost prior to a final determination of liability or to pay any amount that exceeds CONTRACTOR's finally determined percentage of liability based upon the comparative fault of the CONTRACTOR, its principals, employees and subcontractors. For the purpose of this section, the COUNTY and the CONTRACTOR agree that the COUNTY's and, if applicable, the State's costs of defense shall be included in the definition of damages above.

b. All Other Liabilities Except Professional Liability.

To the maximum extent permitted by law and except to the extent caused by the sole negligence of the COUNTY and, if any funds for this Agreement are provided by the State, the State, the CONTRACTOR shall indemnify and hold harmless the COUNTY and the State, their officers, officials, agents and employees, from and against any and all suits, claims, actions, losses, costs, penalties and damages of whatsoever kind or nature arising out of, in connection with, or incidental to the services and/or deliverables provided by or on behalf of the CONTRACTOR. In addition, the CONTRACTOR shall assume the defense of the COUNTY and, if applicable, the State and their officers and employees in all legal or claim proceedings arising out of, in connection with, or incidental to such services and/or deliverables and shall pay all defense expenses, including reasonable attorneys' fees, expert fees and costs incurred by the COUNTY and, if applicable, the State, on account of such litigation or claims.

The above indemnification obligations shall include, but are not limited to, all claims against the COUNTY and, if applicable, the State by an employee or former employee of the CONTRACTOR or its subcontractors, and the CONTRACTOR, by mutual negotiation, expressly waives all immunity and limitation on liability, as respects only the COUNTY and, if applicable, the State, under any industrial insurance act, including Title 51 RCW, other worker's compensation act, disability benefit act, or other employee benefit act of any jurisdiction which would otherwise be applicable in the case of such claim.

In the event that the COUNTY or, if applicable, the State incurs any judgment, award and/or cost including attorneys' fees arising from the provisions of this section, or to enforce the provisions of this section, any such judgment, award, fees, expenses and costs shall be recoverable from the CONTRACTOR.

In addition to injuries to persons and damage to property, the term "claims," for purposes of this provision, shall include, but not be limited to, assertions that the use or transfer of any software, book, document, report, film, tape, or sound reproduction or material of any kind, delivered hereunder, constitutes an infringement of any copyright, patent, trademark, trade name, and/or otherwise results in an unfair trade practice.

The indemnification, protection, defense and save harmless obligations contained herein shall survive the expiration, abandonment or termination of this Agreement.

Nothing contained within this provision shall affect or alter the application of any other provision contained within this Agreement.

12. Insurance Requirements. The CONTRACTOR shall procure by the time of execution of this Agreement, and maintain for the duration of this Agreement, (i) insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the services hereunder by the CONTRACTOR, its agents, representatives, or employees, and (ii) a current certificate of insurance and additional insured endorsement when applicable.

a. General. Each insurance policy shall be written on an "occurrence" form, except that Professional Liability, Errors and Omissions coverage, if applicable, may be written on a claims made basis. If coverage is approved and purchased on a "claims made" basis, the CONTRACTOR warrants continuation of coverage, either through policy renewals or the purchase of an extended reporting period, if such extended coverage is available, for not less than one (1) year from the date of completion of the work which is the subject of this Agreement.

By requiring the minimum insurance coverage set forth in this Section 12, the COUNTY shall not be deemed or construed to have assessed the risks that may be applicable to the CONTRACTOR under this Agreement. The CONTRACTOR shall assess its own risks and, if it deems appropriate and/or prudent, maintain greater limits and/or broader coverage.

b. No Limitation on Liability. The CONTRACTOR's maintenance of insurance as required by this Agreement shall not be construed to limit the liability of the CONTRACTOR to the coverage provided by such insurance, or otherwise limit the COUNTY's recourse to any remedy available at law or in equity.

c. Minimum Scope and Limits of Insurance. The CONTRACTOR shall maintain coverage at least as broad as, and with limits no less than:

(i) General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage, and for those policies with aggregate limits, a \$2,000,000 aggregate limit. CG 00 01 current edition, including Products and Completed Operations;

(ii) Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage. CA 0001 current edition, Symbol 1;

(iii) Workers' Compensation: To meet applicable statutory requirements for workers' compensation coverage of the state or states of residency of the workers providing services under this Agreement;

(iv) Employers' Liability or "Stop Gap" coverage: \$1,000,000;

(v) Professional Liability: \$1,000,000.

(vi) Crime Insurance: Crime Coverage to include employee theft, wire transfer, computer fraud, forgery, and mail, with minimum limit \$500,000 per occurrence. Form should also include client coverage of minimum limit \$500,000.

d. Other Insurance Provisions and Requirements. The insurance coverages required in this Agreement for all liability policies except workers' compensation and Professional Liability, if applicable, must contain, or must be endorsed to contain, the following provisions:

(i) The COUNTY, its officers, officials, employees and agents are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of the CONTRACTOR in connection with this Agreement. Such coverage shall be primary and non-contributory insurance as respects the COUNTY, its officers, officials, employees and agents. Additional Insured Endorsement shall be included with the certificate of insurance, "CG 2026 07/04" or its equivalent is required.

(ii) The CONTRACTOR's insurance coverage shall apply separately to each insured against whom a claim is made and/or lawsuit is brought, except with respect to the limits of the insurer's liability.

(iii) Any deductibles or self-insured retentions must be declared to, and approved by, the COUNTY, approval of which shall not be unreasonably withheld. The deductible and/or self-insured retention of the policies shall not limit or apply to the CONTRACTOR's liability to the COUNTY and shall be the sole responsibility of the CONTRACTOR.

(iv) Insurance coverage must be placed with insurers with a Best's Underwriting Guide rating of no less than A-:VIII, or, if not rated in the Best's Underwriting Guide, with minimum surpluses the equivalent of Best's surplus size VIII. Professional Liability, Errors and Omissions insurance coverage,

if applicable, may be placed with insurers with a Best's rating of B+:VII. Any exception must be approved by the COUNTY.

Coverage shall not be suspended, voided, canceled, reduced in coverage or in limits until after forty-five (45) calendar days' prior written notice has been given to the COUNTY.

If at any time any of the foregoing policies fail to meet minimum requirements, the CONTRACTOR shall, upon notice to that effect from the COUNTY, promptly obtain a new policy, and shall submit the same to the COUNTY, with the appropriate certificates and endorsements, for approval.

e. Subcontractors. The CONTRACTOR shall include all subcontractors as insureds under its policies or shall furnish separate certificates of insurance and policy endorsements for each subcontractor. **Insurance coverages provided by subcontractors instead of the CONTRACTOR as evidence of compliance with the insurance requirements of this Agreement shall be subject to all of the requirements stated herein.**

13. COUNTY Non-discrimination. It is the policy of the COUNTY to reject discrimination which denies equal treatment to any individual because of his or her race, creed, color, national origin, families with children, sex, marital status, sexual orientation, age, honorably discharged veteran or military status, or the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a person with a disability as provided in Washington's Law against Discrimination, Chapter 49.60 RCW, and the Snohomish COUNTY Human Rights Ordinance, Chapter 2.460 SCC. These laws protect against specific forms of discrimination in employment, credit transactions, public accommodation, housing, COUNTY facilities and services, and COUNTY contracts.

The CONTRACTOR shall comply with the substantive requirements of Chapter 2.460 SCC, which are incorporated herein by this reference. Execution of this Agreement constitutes a certification by the CONTRACTOR of the CONTRACTOR's compliance with the requirements of Chapter 2.460 SCC. If the CONTRACTOR is found to have violated this provision, or to have furnished false or misleading information in an investigation or proceeding conducted pursuant to this Agreement or Chapter 2.460 SCC, this Agreement may be subject to a declaration of default and termination at the COUNTY's discretion. This provision shall not affect the CONTRACTOR's obligations under other federal, state, or local laws against discrimination.

14. Federal Non-discrimination and Federal Compliance. Snohomish COUNTY assures that no persons shall on the grounds of race, color, national origin, or sex as provided by Title VI of the Civil Rights Act of 1964 (Pub. L. No. 88-352), as amended, and the Civil Rights Restoration Act of 1987 (Pub. L. No. 100-259) be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any COUNTY sponsored program or activity. Snohomish COUNTY further assures that every effort will be made to ensure nondiscrimination in all of its programs and activities, whether those programs and activities are federally funded or not.

A. General Civil Rights Provisions: The CONTRACTOR agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision binds the CONTRACTOR and sub tier CONTRACTORS from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

B. Title VI Solicitation Notice: The Snohomish COUNTY Airport, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in

response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

**C. Compliance with Nondiscrimination Requirements:** During the performance of this contract, the CONTRACTOR, for itself, its assignees, its consultants, its subcontractors and successors (hereinafter collectively referred to as CONTRACTOR) in interest agrees as follows:

**1. Compliance with Regulations.** The CONTRACTOR will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract as **Addendum E**.

**2. Non-discrimination:** The CONTRACTOR, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The CONTRACTOR will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

**3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment.** If subcontracts applicable, in all solicitations, either by competitive bidding, or negotiation made by the CONTRACTOR for work to be performed under a subcontract, each potential subcontractor will be notified by the CONTRACTOR of the CONTRACTOR's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

**4. Information and Reports.** The CONTRACTOR will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the COUNTY or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish the information, the CONTRACTOR will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

**5. Sanctions for Noncompliance.** In the event of a CONTRACTOR's noncompliance with the Nondiscrimination provisions of this contract, the COUNTY will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

- a. Withholding payments to the CONTRACTOR under the contract until the CONTRACTOR complies; and/or
- b. Cancelling, terminating, or suspending a contract, in whole or in part.

**6. Incorporation of Provisions:** The CONTRACTOR will include the provisions of paragraphs one through six in every subcontract, if any. The CONTRACTOR will take action with respect to any subcontract as the COUNTY or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the CONTRACTOR becomes involved in, or is threatened with litigation by a subcontractor, the CONTRACTOR may request the COUNTY to enter into any litigation to protect the interests of the COUNTY. In addition, the CONTRACTOR may request the United States to enter into the litigation to protect the interests of the United States.

**15. Employment of COUNTY Employees.** SCC 2.50.075, "Restrictions on future employment of COUNTY employees," imposes certain restrictions on the subsequent employment and compensation of COUNTY employees. The CONTRACTOR represents and warrants to the COUNTY that it does not at the time of execution of this Agreement, and that it shall not during the term of this Agreement, employ a former or current COUNTY employee in violation of SCC 2.50.075. For breach or violation of these representations and warranties, the COUNTY shall have the right to terminate this Agreement without liability.

16. Compliance with Other Laws. The CONTRACTOR shall comply with all other applicable federal, state and local laws, rules, and regulations in performing this Agreement.

17. Compliance with Grant Terms and Conditions. The CONTRACTOR shall comply with any and all conditions, terms and requirements of any federal, state or other grant, if any, that wholly or partially funds the CONTRACTOR's work hereunder.

18. Prohibition of Contingency Fee Arrangements. The CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR, to solicit or secure this Agreement and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONTRACTOR, any fee, commission, percentage, brokerage fee, gifts or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the COUNTY shall have the right to terminate this Agreement without liability or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

19. Force Majeure. If either party is unable to perform any of its obligations under this Agreement as a direct result of an unforeseeable event beyond that party's reasonable control, including but not limited to an act of war, act of nature (including but not limited to earthquake and flood), embargo, riot, sabotage, labor shortage or dispute (despite due diligence in obtaining the same), or governmental restriction imposed subsequent to execution of the Agreement (collectively, a "force majeure event"), the time for performance shall be extended by the number of days directly attributable to the force majeure event. Both parties agree to use their best efforts to minimize the effects of such failures or delays.

20. Suspension of Work. The COUNTY may, at any time, instruct the CONTRACTOR in writing to stop work effective immediately, or as directed, pending either further instructions from the COUNTY to resume the work or a notice from the COUNTY of breach or termination under Section 21 of this Agreement. Such instruction to resume work or notice of breach or termination shall be delivered within fifteen (15) business days of the initial instruction to stop work.

21. Non-Waiver of Breach; Termination.

a. The failure of the COUNTY to insist upon strict performance of any of the covenants or agreements contained in this Agreement, or to exercise any option conferred by this Agreement, in one or more instances shall not be construed to be a waiver or relinquishment of those covenants, agreements or options, and the same shall be and remain in full force and effect.

b. If the CONTRACTOR breaches any of its obligations hereunder, and fails to cure the same within thirty (30) business days of written notice to do so by the COUNTY, the COUNTY may terminate this Agreement, in which case the COUNTY shall pay the CONTRACTOR only for the services and corresponding reimbursable expenses, if any, accepted by the COUNTY in accordance with Sections 3 and 8 hereof.

c. Neither Party may terminate his Agreement for convenience for a period of one (1) year following the Effective Date. After one (1) year has elapsed, either Party may terminate this Agreement upon thirty (30) business days' written notice to the other Party for any reason other than stated in subparagraph b above, in which case payment shall be made in accordance with Sections 3 and 8 hereof for the services and corresponding reimbursable expenses, if any, reasonably and directly incurred by the CONTRACTOR in performing this Agreement prior to receipt of the termination notice.

d. Termination by the COUNTY hereunder shall not affect the rights of the COUNTY as against the CONTRACTOR provided under any other section or paragraph herein. The COUNTY does not, by exercising its rights under this Section 21, waive, release or forego any legal remedy for any violation, breach or non-performance of any of the provisions of this Agreement. At its sole option, the COUNTY may deduct from the final payment due the CONTRACTOR (i) any damages, expenses or costs arising out of any such

violations, breaches or non-performance and (ii) any other set-offs or credits including, but not limited to, the costs to the COUNTY of selecting and compensating another contactor to complete the work of the Agreement.

22. Notices. All notices and other communications shall be in writing and shall be sufficient if given, and shall be deemed given, on the date on which the same has been mailed by certified mail, return receipt requested, postage prepaid, addressed as follows:

If to the COUNTY: Seattle Paine Field International Airport  
9901 24th Pl W, Suite A  
Everett, Washington 98204  
Attention: Nickolis A. Landgraff  
Airport Business Manager

and to: Snohomish County Purchasing Division  
3000 Rockefeller Avenue, M/S 507  
Everett, Washington 98201  
Attention: Bill Thornton  
Purchasing Manager

If to the CONTRACTOR: Vector Airport Systems, LLC  
280 Sunset Park Drive  
Herndon, VA 20170-5219  
Attention: Peter Coleton  
President

The COUNTY or the CONTRACTOR may, by notice to the other given hereunder, designate any further or different addresses to which subsequent notices or other communications shall be sent.

23. Confidentiality. The CONTRACTOR shall not disclose, transfer, sell or otherwise release to any third party any confidential information gained by reason of or otherwise in connection with the CONTRACTOR's performance under this Agreement. The CONTRACTOR may use such information solely for the purposes necessary to perform its obligations under this Agreement. The CONTRACTOR shall promptly give written notice to the COUNTY of any judicial proceeding seeking disclosure of such information.

24. Public Records Act. This Agreement and all public records associated with this Agreement shall be available from the COUNTY for inspection and copying by the public where required by the Public Records Act, Chapter 42.56 RCW (the "Act"). To the extent that public records then in the custody of the CONTRACTOR are needed for the COUNTY to respond to a request under the Act, as determined by the COUNTY, the CONTRACTOR agrees to make them promptly available to the COUNTY. If the CONTRACTOR considers any portion of any record provided to the COUNTY under this Agreement, whether in electronic or hard copy form, to be protected from disclosure under law, the CONTRACTOR shall clearly identify any specific information that it claims to be confidential or proprietary. If the COUNTY receives a request under the Act to inspect or copy the information so identified by the CONTRACTOR and the COUNTY determines that release of the information is required by the Act or otherwise appropriate, the COUNTY's sole obligations shall be to notify the CONTRACTOR (a) of the request and (b) of the date that such information will be released to the requester unless the CONTRACTOR obtains a court order to enjoin that disclosure pursuant to RCW 42.56.540. If the CONTRACTOR fails to timely obtain a court order enjoining disclosure, the COUNTY will release the requested information on the date specified.

The COUNTY has, and by this section assumes, no obligation on behalf of the CONTRACTOR to claim any exemption from disclosure under the Act. The COUNTY shall not be liable to the CONTRACTOR for releasing records not clearly identified by the CONTRACTOR as confidential or proprietary. The COUNTY shall not be liable to the CONTRACTOR for any records that the COUNTY releases in compliance with this section or in compliance with an order of a court of competent jurisdiction.

25. Interpretation. This Agreement and each of the terms and provisions of it are deemed to have been explicitly negotiated by the parties. The language in all parts of this Agreement shall, in all cases, be construed according to its fair meaning and not strictly for or against either of the parties hereto. The captions and headings of this Agreement are used only for convenience and are not intended to affect the interpretation of the provisions of this Agreement. This Agreement shall be construed so that wherever applicable the use of the singular number shall include the plural number, and vice versa, and the use of any gender shall be applicable to all genders.

26. Conflicts between Attachments and Text. Should any conflicts exist between any attached exhibit or schedule and the text or main body of this Agreement, the text or main body of this Agreement shall prevail.

27. No Third Party Beneficiaries. The provisions of this Agreement are for the exclusive benefit of the COUNTY and the CONTRACTOR. This Agreement shall not be deemed to have conferred any rights, express or implied, upon any third parties.

28. Governing Law; Venue. This Agreement shall be governed by the laws of the State of Washington. The venue of any action arising out of this Agreement shall be in the Superior Court of the State of Washington, in and for Snohomish COUNTY.

29. Severability. Should any clause, phrase, sentence or paragraph of this agreement be declared invalid or void, the remaining provisions of this Agreement shall remain in full force and effect.

30. Authority. Each signatory to this Agreement represents that he or she has full and sufficient authority to execute this Agreement on behalf of the COUNTY or the CONTRACTOR, as the case may be, and that upon execution of this Agreement it shall constitute a binding obligation of the COUNTY or the CONTRACTOR, as the case may be.

31. Survival. Those provisions of this Agreement that by their sense and purpose should survive expiration or termination of the Agreement shall so survive.

32. Execution in Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original and all of which shall constitute one and the same Agreement.

33. Annual Certified Statements. By March 31 of each year of the Term, the CONTRACTOR shall deliver to the COUNTY an annual certified statement (“Annual Certified Statement”) as to the preceding calendar year containing a compilation of all invoiced activity and all collected revenue and any other information requested by the COUNTY, signed by a person authorized to sign for the CONTRACTOR and certified by a financial officer of the CONTRACTOR or the Resident Manager and an independent certified public accountant acceptable to the COUNTY and stating (a) that such statements have been prepared in accordance with the terms of this Agreement and (b) that to the best knowledge and belief of the individual providing such certification, the schedules are true, accurate and complete. The CONTRACTOR shall submit the Annual Certified Statement for the last year or portion thereof during the Term within ninety (90) days after termination of this Agreement. The COUNTY has the right and the CONTRACTOR agrees to give the COUNTY the right

to access all reports and work papers of the certified public accountant in preparing said certification. A late fee of \$200.00 shall be assessed if the annual certified statement is not received by the ninetieth (90<sup>th</sup>) day following the end of the calendar year or termination of the agreement and every week thereafter until submitted.

SNOHOMISH COUNTY:

**Fong,  
Michael**

Digitally signed by  
Fong, Michael  
Date: 2025.08.04  
08:27:27 -07'00'

Dave Somers

Date

COUNTY Executive or Delegated Representative

VECTOR AIRPORT SYSTEMS, LLC

**Peter  
Coleton**

Digitally signed by  
Peter Coleton  
Date: 2025.06.17  
09:44:43 -04'00'

Peter Coleton

Date

President

Approved as to insurance  
and indemnification provisions:

**Barker,  
Sheila**

Digitally signed by Barker, Sheila  
Date: 2025.06.17 14:48:05 -07'00'

Risk Management

Date

Approved as to form only:

**Corsi,  
Michelle**

Digitally signed by  
Corsi, Michelle  
Date: 2025.06.17  
16:08:59 -07'00'

Deputy Prosecuting Attorney Date

## Schedule A Scope of Services

Vector Airport Systems, LLC shall provide aircraft operating fee billing and collection otherwise known as aircraft landing fees and collection services on behalf of Snohomish COUNTY under the business units as written below:

1. PLANEPASS® aircraft operating fee billing & collection services
2. System installation and maintenance services

### **CONTRACTOR SHALL:**

Provide the *PLANEPASS®* billing & collection service to manage the fees designated by the COUNTY:

1. All General Aviation Landing Fees per [Paine Field's Aircraft Rate Schedule](#), as updated from time to time by the COUNTY.
2. Non-Air Carrier Commercial Operator Landing Fees with the exception that no landing fees shall be collected from Alaska Airlines, Frontier Airlines, or any other future based passenger air carriers out of the Paine Field Airport. Cargo Flights such as FedEx or UPS landing fees may be collected by Vector.
3. The Boeing Company's and the largest aircraft manufacturing facility in the world is based at Seattle Paine International Airport (PAE) and any aircraft operating under The Boeing Company umbrella of operations at PAE are exempt under an existing Boeing Joint Use Agreement that encompasses and exempts all their aircraft operations in a formula-based fee that was signed on June 17, 1966.
  - a. Contractor shall make best effort to accommodate the COUNTY on data required for our Boeing Joint Use Agreement.
4. In extension of The Boeing Company's exemption any aircraft operating under the Project Olympus Master Site Development agreement signed on February 2, 2004 by the then Washington State Governor, Gary Locke shall be exempt as well from landing fees. This is also known as the "Large Cargo Freighter Program". This agreement encompasses Boeing's 787 modified Dreamlifter and cargo air freighters operated by third party air carriers such as Atlas Air, Antonov Design Bureau, and other various names which may be contracted from Boeing from time to time. These shall be exempt as provided by the COUNTY to CONTRACTOR.
5. Exempt all government owned aircraft from billing automatically per FAA Grant Assurance 27.
6. To modify the fee types billed under this Agreement, COUNTY must complete and submit a Change Order to CONTRACTOR. This request must be made by an authorized representative of the CLIENT.
  - a. CONTRACTOR must agree in writing that other fees implemented do not materially change the Scope of Work required to provide *PLANEPASS®* service. Any proposed adjustments detailed in a Change Order are not considered accepted or effective until an authorized representative of the CONTRACTOR has signed and executed the Change Order. CONTRACTOR shall not unreasonably delay processing.
  - b. Other fees that require material changes to Scope of Work may require renegotiation and an amendment to the CONTRACTOR'S fee stated in this AGREEMENT.

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

1. ***PLANEPASS® Billing & Collection Service:*** Utilize PLANEPASS® service and billing engine to identify billable aircraft operations as defined by the COUNTY, and track exempt aircraft, billable weights,

and operations types (e.g., arrivals and departures). Provide exemptions for COUNTY-designated aircraft via batch upload from Excel spreadsheet(s). During the billing process, aircraft listed as exempt, and those under a specified weight, will be removed automatically from the billable activities to be invoiced; however, they shall remain available for download in the online portal provided to the COUNTY.

- a. Coordinate with COUNTY staff to ensure that invoices generated on behalf of the COUNTY are consistent with the COUNTY's existing billing rate and policies. Provide electronic access to CONTRACTOR's Customer Portal in order to allow COUNTY customers to receive electronic invoices. All other invoices will be printed, sorted and mailed to customers by CONTRACTOR.
- b. Provide secure payment portal where aircraft operators can login to their account(s) to check billing status, print and review bills, and submit payment online.
- c. Maintain *PLANEPASS®* automated billing services including: billing, customer support, collection of fees, and reporting.
- d. Enable web-based access by COUNTY staff to collected data using Airport Portal. Data must be available to download into commercial off-the-shelf software program (Excel).
- e. Provide collection system that automatically credits accounts for payments received, calculates operator balances, and tracks accounts receivable balances.
- f. Process check payments through a secure bank lockbox service with proper and auditable cash controls.
- g. At the close of the week and at the close of the month, provide a Collection Report and electronically transfer collected funds to the COUNTY in accordance with the CONTRACTOR service fee agreement outlined in the pricing section herein. See **Schedule B, Compensation**.
- h. CONTRACTOR must meet and provide verification to COUNTY that CONTRACTOR is complying with Payment Card Industry (PCI) requirements.
- i. CONTRACTOR must cooperate as needed and provide support if COUNTY is audited by the Washington State Auditor's Office.
- j. Provide ongoing COUNTY and user support.
- k. If contract is terminated for whatever reason the CONTRACTOR shall provide COUNTY timely with a final download of there data on the system. This would preferably be in an Excel format or other as requested by COUNTY.

**2. Service Wind-Down Period:** Should the Agreement be terminated for any reason, the following Service Wind-Down Period and provisions shall apply:

- a. CONTRACTOR will remit to COUNTY all aircraft operating fees collected through the effective of termination..
- b. CONTRACTOR will produce aircraft operating fee invoices for any time period through the termination date as-yet not invoiced. The period shall ideally be a full calendar month per the normal process. This final invoice period will be the last period of aircraft operating fee invoices generated by CONTRACTOR. No further regular cycle invoices will be produced. Out of Cycle invoices for this or prior periods may still be produced as necessary to correct billing issues discovered through the customer service process.
- c. CONTRACTOR will continue customer service, payment processing, active collections, reporting, and remittance for four calendar month periods (the "Service Wind-Down Period") after the Agreement termination effective date. The Service Wind-Down Period maximizes collections for previously invoiced periods. CONTRACTOR's ongoing service fee stated herein will apply to amounts collected during the Service Wind-Down Period.

- d. After the Service Wind-Down Period has ended, CONTRACTOR will discontinue all customer service and collection efforts and will refer all customer service calls to the COUNTY. As some aircraft operators may not comply with CONTRACTOR's instructions to pay COUNTY directly after Service Wind-Down Period has ended, CONTRACTOR will continue to passively allow payments to be made to its bank account and will continue to report and remit these payments to the COUNTY on a weekly basis. CONTRACTOR's service fee shall not apply to amounts collected after the Service Wind-Down Period.

## **COUNTY SHALL:**

### **1. COUNTY Obligations:**

- 1. **COUNTY Obligations - General:** COUNTY shall be obligated to use its best efforts to perform or provide the following:
  - i. **Provide Information:** COUNTY shall make available to CONTRACTOR any documents, data, or information necessary for CONTRACTOR to plan and provide the services described in this AGREEMENT, and that are within COUNTY's possession or control and are not privileged or subject to privacy protections. Examples of this data might be aircraft fee rates, collections records, based aircraft lists, etc.
  - ii. **Point of Contact:** COUNTY shall designate a representative authorized to act on behalf of COUNTY for the duration of this AGREEMENT.
  - iii. **Timely Response:** COUNTY shall, within a reasonable time, examine documentation, correspondence, invoices, and statements submitted to COUNTY for review by CONTRACTOR and respond as necessary within a reasonable time.

### **2. COUNTY Obligations - *PLANEPASS®***

- 1. **Financial Point of Contact:** COUNTY shall designate a representative authorized to act on behalf of COUNTY for the duration of this AGREEMENT in the capacity of reviewing *PLANEPASS®* financial reports and interfacing with CONTRACTOR's *PLANEPASS®* team from time to time on issues such as based aircraft lists, fee rate updates, airport fee policies, and exemption requests.
- 2. **Exemption List:** COUNTY will provide CONTRACTOR with a list of aircraft designated as exempt (the "exemption list") from the fee types managed by CONTRACTOR. COUNTY will provide updates to the exemption list on a monthly basis via email to [datainput@vector-us.com](mailto:datainput@vector-us.com). COUNTY shall not bill "exempt" aircraft included on the exemption list for fee types managed by CONTRACTOR. "Exempt" is understood to mean not billed by any party.
- 3. **Payments Received by COUNTY:** COUNTY shall not accept payments for fees invoiced by CONTRACTOR. To ensure proper accounting, if COUNTY receives a payment on-site or electronically for an aircraft operation eligible to be invoiced by CONTRACTOR or an invoice generated by CONTRACTOR, COUNTY will inform CONTRACTOR via email to [billing@vector-us.com](mailto:billing@vector-us.com). COUNTY will either refund payment directly to the payor, remit the funds to CONTRACTOR, or retain the funds with the implied understanding that the payment will be listed on the relevant weekly or monthly Collection Report and is subject to CONTRACTOR's service fee.
- 4. **Fee Types Managed by CONTRACTOR:** The specific aircraft operating fee types placed under CONTRACTOR's management via this AGREEMENT served as an inducement for CONTRACTOR to enter into this AGREEMENT and were integral in determining

CONTRACTOR's fee for professional services. If during the Term or any Option Year COUNTY wishes to remove a fee type from CONTRACTOR's management, COUNTY shall request CONTRACTOR provide an opinion as to whether the removal materially alters the Scope of Work of this AGREEMENT. If in the judgement of CONTRACTOR, the requested change does constitute a material alteration in Scope, the parties shall engage in good-faith negotiations regarding an amendment to CONTRACTOR's service fee. If the parties are unable to produce a mutually acceptable amendment, CONTRACTOR reserves the right to terminate this AGREEMENT for convenience by providing 90 days' notice.

5. **Airport Policy:** COUNTY shall be responsible for setting COUNTY policy as it pertains to aircraft fee billing, including but not limited to fee structures, types of aircraft activities deemed billable, and other matters that may involve CONTRACTOR's Work in the performance of this AGREEMENT. CONTRACTOR accepts no responsibility and expresses no opinion as to the legality of aircraft fee billing policies instituted by the COUNTY. The COUNTY is responsible for communicating these policies to the appropriate COUNTY stakeholders including the flying community.

- i. **Fee Changes:** All fee changes, including but not limited to rates and billing rules, must be communicated in writing via email to [datainput@vector-us.com](mailto:datainput@vector-us.com) at least thirty (30) calendar days prior to implementation. At time of the Effective Date, all fees are posted to the [COUNTY's website](http://www.painefield.com/DocumentCenter/View/1301/Aircraft-Rate-Schedule?bidId) at: [www.painefield.com/DocumentCenter/View/1301/Aircraft-Rate-Schedule?bidId](http://www.painefield.com/DocumentCenter/View/1301/Aircraft-Rate-Schedule?bidId), the location and publication of which may be modified from time to time at COUNTY's discretion.

6. **Authorization to Bill & Authorization to Collect Documentation:** COUNTY shall provide to CONTRACTOR within thirty (30) calendar days of AGREEMENT execution an "Authorization to Bill & Collect" letter with materially similar form and content to the example provided in **EXHIBIT C**. The letter must be provided on the official letterhead of the COUNTY and signed by an authorized representative of the COUNTY.

COUNTY shall provide to CONTRACTOR within thirty (30) calendar days of AGREEMENT execution an "Authorization to Collect" letter with materially similar form and content to the example provided in **EXHIBIT D**. The letter must be provided on the official letterhead of the COUNTY and signed by an authorized representative of the COUNTY.

- i. No later than thirty (30) days following the COMMENCEMENT DATE, COUNTY will provide the "Authorization to Bill & Collect" letter on the webpage where fee information is displayed for public view. COUNTY may either provide a link to the letter in PDF form or post the content of the Letter itself on the fee page.
- ii. No later than thirty (30) days following the COMMENCEMENT DATE, COUNTY will provide a link to CONTRACTOR's secure payment portal on the webpage where fee information is displayed for public view. The link shall include the following information in materially similar form and content:

Vector offers a self-service web portal for convenient online payments and account management at <https://payment.PLANEPASS.com>. The portal\* allows aircraft operators to:

1. Update contact information, including email or postal mail addresses
2. Process credit card payments
3. Enroll in electronic invoicing

4. View account history
5. Request copies of invoices via email or download Excel-formatted invoices \*The portal login is based on Vector invoice number and Vector operator ID

## **Schedule B** **Compensation**

CONTRACTOR shall be paid **12.0% of total revenues collected** as compensation for its services.

### **Compensation & Weekly Reporting:**

- CONTRACTOR must comply with Washington State third party vendor processing regulations and [RCW 43.09.240 https://app.leg.wa.gov/rcw/default.aspx?cite=43.09.240](https://app.leg.wa.gov/rcw/default.aspx?cite=43.09.240). Specifically, funds must be deposited no less than once per week into the COUNTY's approved qualified public depository, confirmed by the Public Deposit Protection Commission (PDPC) bank account. Bank account info shall be provided by COUNTY. Funds must normally be remitted electronically; rare exceptions can be made for unusual circumstances.
- CONTRACTOR must report all revenues weekly with the deposit and may be made monthly if mutually agreed upon at a later date in writing. All revenues must be received by the COUNTY and the revenue report must include service fees which shall be sent back as a separate transaction to CONTRACTOR. No net accounting may occur on the COUNTY's side which is why it must be paid to CONTRACTOR as separate transactions and may not be reduced from revenues collected on the COUNTY's behalf. COUNTY shall make best effort to get payment back to CONTRACTOR without undue delay.

## Exhibit C

### Authorization to Bill Letter

(to be placed on Paine Field Business Office Letterhead)

June 16, 2025

Dear Paine Field Airport Users & Aviation Community,

Effective **EFFECTIVE DATE**, Vector Airport Systems (“Vector”) shall assume the billing and collection of landing fees on behalf of Seattle Paine Field International Airport (KPAE).

“Landing fees” is a commonly used term that refers to aircraft operating fees. Landing fees for PAE are currently charged using the time of arrival. Please be aware that touch-and-go operations are considered arrivals and thus are billed.

Vector will assess and bill fees in accordance with the Airport’s established Landing Fee schedule located at: [www.painefield.com/DocumentCenter/View/1301/Aircraft-Rate-Schedule?bidId](http://www.painefield.com/DocumentCenter/View/1301/Aircraft-Rate-Schedule?bidId). Please note that landing fees are calculated using the aircraft’s FAA-certified **Maximum Landing Weight (MLW)**.

Vector transmits a monthly invoice to an aircraft’s registered owner or managing entity after the conclusion of each monthly billing cycle. Vector offers a self-service web portal for convenient online payments and account management at <https://payment.planepass.com>.

- **Vector’s self-service web portal\* allows aircraft operators to:**
  - 1) Update contact information, including email or postal mail addresses
  - 2) Process credit card payments
  - 3) Enroll in electronic invoicing
  - 4) View account history
  - 5) Request copies of invoices via email or download Excel-formatted invoices

*\*The portal login is based on Vector invoice number and Vector operator ID*

For billing questions or concerns, please contact Vector’s PLANEPASS® billing service team at [billing@vector-us.com](mailto:billing@vector-us.com) or (888) 588-0028 Option 01 or x700.

- *Vector’s office hours are M-F, 9am ET – 5pm ET with most federal holidays observed as well as the Friday after Thanksgiving and Christmas Eve.*

The Airport’s Administration Office staff may also be reached [nickolis.landgraff@snoco.org](mailto:nickolis.landgraff@snoco.org).

Sincerely,

Nickolis A. Landgraff, CM  
Airport Business Manager – PAE

**EXHIBIT D**  
**Authorization to Collect Letter**

(to be placed on Paine Field Business Office Letterhead)

June 16, 2025

Dear Paine Field Aircraft Operator,

Since **EFFECTIVE DATE**, Vector Airport Systems (“Vector”) has managed the billing and collection of landing fees on behalf of Seattle Paine Field International Airport (KPAE). Vector is authorized to collect balances due on the Airport’s behalf.

Seattle Paine Field International Airport (KPAE) is aware of the outstanding balance owed on your account. Please remit payment to Vector immediately. The Airport does not accept payments directly. Further action may be taken if payment is not made in the next ten (10) business days.

**I. How To Pay:** Vector offers multiple payment methods:

- For check or EFT payments, please use the following information:

Account Name:	Vector- Seattle Paine Field International Airport
Lockbox Address:	
Account Number:	
Bank Name:	
Bank ABA Routing Number:	
International Wire Number*:	
SWIFT Code	

- For credit card payments, please visit Vector’s *PLANEPASS®* Payment Portal: <https://payment.planepass.com>

**II. Billing Concerns & Account Management with Activity Details:**

Vector’s *PLANEPASS®* Payment Portal (<https://payment.planepass.com>)\* allows aircraft operators to:

- 1) Make credit card payments
- 2) Update account information including email and postal mail addresses
- 3) View airport fee structures, Authorization to Bill letters, and W9s
- 4) Enroll in electronic invoicing
- 5) View account history
- 6) View and download invoices as .csv files for use in MS Excel

\*The portal login is based on your Vector invoice number and Vector operator ID.

You may contact Vector at [billing@vector-us.com](mailto:billing@vector-us.com) or (888) 588-0028 Option 01 or Extension 700.

- Vector’s office hours are M-F, 9am ET – 5pm ET with most federal holidays observed as well as the Friday after US Thanksgiving and Christmas Eve.

**Landing fees:** Landing fees for Airport KPAE are based upon arrivals and are not a departure fee. Vector assesses and bills these fees in accordance with the established landing fee structure located at:

[www.painefield.com/DocumentCenter/View/1301/Aircraft-Rate-Schedule?bidId](http://www.painefield.com/DocumentCenter/View/1301/Aircraft-Rate-Schedule?bidId)

If you have questions unrelated to billing, you may contact the Airport's Business Office staff at [sar-payables@co.snohomish.wa.us](mailto:sar-payables@co.snohomish.wa.us) and 425-388-5125.

Sincerely,

Nickolis Landgraff, CM  
Airport Business Manager - KPAE

## Addendum E

### Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this contract, the CONTRACTOR, for itself, its consultants, its subcontractors, its assignees, and successors in interest agrees to comply with the following non-discrimination statutes and authorities, as they may be amended from time to time and which are incorporated herein by reference, including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and CONTRACTORS, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*).