



RESOLUTION No. 06-71

OF THE BOARD OF SUPERVISORS OF THE COUNTY OF NEVADA

**AUTHORIZATION TO EXECUTE A CONTRACT
TO SUPPLY FUEL AND DEALER RELATED
SERVICES FOR THE NEVADA COUNTY AIRPORT**

WHEREAS, specifications and requirements for the supply of fuel and dealer related services was prepared; and

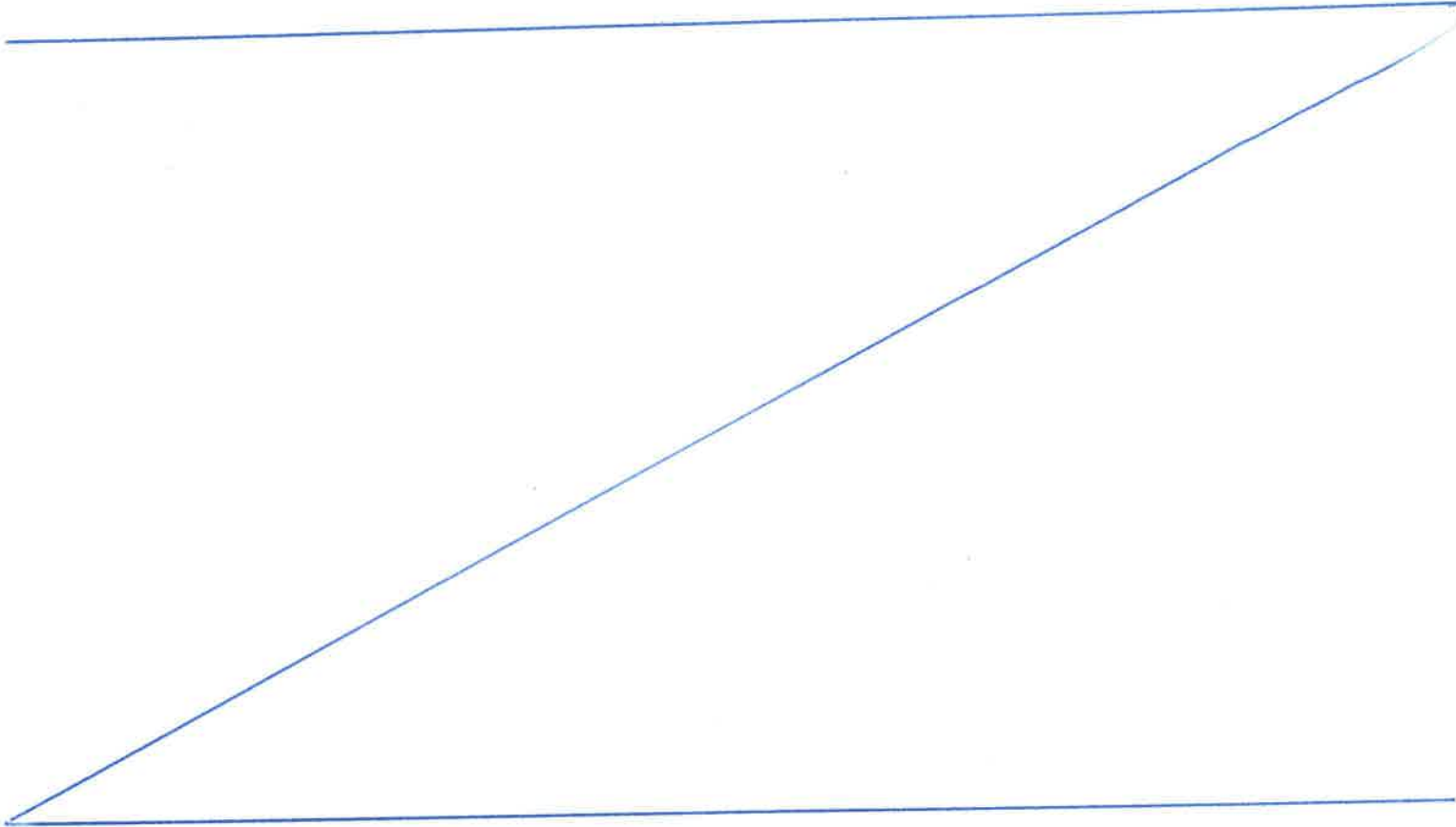
WHEREAS, sealed proposals were solicited for these services and three timely bids were received and opened on November 16, 2005; and

WHEREAS, the proposal that best meets the needs of the Nevada County Airport for the specified services was determined to be Air BP Aviation Services;

NOW, THEREFORE, BE IT RESOLVED that the Nevada County Board of Supervisors hereby directs that

- a) the Board Chair is authorized to execute a contract on behalf of the County with Air BP Aviation Services, upon receipt, approval and acceptance of certificates of insurance, which contract will be for the period of five years, commencing February 15, 2006, with an option to renew for up to five additional years, and
- b) the Auditor-Controller is authorized to receive and hold on behalf of the Airport the concession payment of \$25,000 provided for in the subject contract, in the following account:

4116-91004-274-1000-462000



PASSED AND ADOPTED by the Board of Supervisors of the County of Nevada at a regular meeting of said Board. held on the 14th day of February, 2006, by the following vote of said Board:

Ayes: Supervisors Nate Beason, Sue Horne, John Spencer, Robin Sutherland & Ted S. Owens.
 Noes: None.

Absent: None.

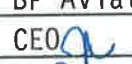

Abstain: None.

ATTEST:

CATHY R. THOMPSON
 Clerk of the Board of Supervisors

By: Donna Stoff, Deputy


 Nathan H. Beason, Chair

DATE	COPIES SENT TO
02/17/06	A-C* (Hold for Insurance)
02/27/06	Airport Mngr
	BP Aviation
	CEO 
	IS 
	A-C*
	GS*

CONTRACT FOR AVIATION FUEL SERVICES AND SUPPORT

County of Nevada, California

This Contract is made between the COUNTY OF NEVADA (herein "County"), and

Air BP Aviation Services

(herein "Contractor"), wherein County desires to retain a person or entity to provide the following services, materials and products generally described as follows:

(§1) **Aviation Fuel Services and Support**

SUMMARY OF MATERIAL TERMS

(§2) **Maximum Contract Price:** n/a
(§3) **Contract Beginning Date:** 02/15/2006 **Contract Termination Date:** 02/14/2011

INSURANCE POLICIES

Designate all required policies:

		Req'd	Not Req'd
(§5) Commercial General Liability (\$1,000,000)		<u> X </u>	<u> ___ </u>
(§6) Automobile Liability (\$1,000,000)	Personal Auto	<u> ___ </u>	<u> X </u>
	Business Rated	<u> ___ </u>	<u> X </u>
	Commercial Policy	<u> X </u>	<u> ___ </u>
(§7) Worker's Compensation		<u> X </u>	<u> ___ </u>
(§8) Errors and Omissions (\$1,000,000)		<u> ___ </u>	<u> X </u>

LICENSES

Designate all required licenses:

(§13) _____

NOTICE & IDENTIFICATION

(§25) Contractor: Air BP Aviation Services P.O. Box 12249 Salem, Oregon 97309	County of Nevada: 950 Maidu Avenue Nevada City, California 95959
Contact Person: Todd Murdoff Regional Sales Manager (530) 751-0626 e-mail: tmurdoff@airbpaviation.com Fed Tax Id: 93-1069451	Contact Person: Greg Marshall Airport Manager (530) 273-3374 e-mail: Gregory.marshall@co.nevada.ca.us Fund: 4116-91004-274-1000

Contractor is a: (check all that apply)

Corporation:	<u> ___ </u> Calif.,	<u> ___ </u> Other,	<u> X </u> LLC,	<u> ___ </u> Non-profit
Partnership:	<u> ___ </u> Calif.,	<u> ___ </u> Other,	<u> ___ </u> LLP,	<u> ___ </u> Limited
Person:	<u> ___ </u> Indiv,	<u> ___ </u> Dba,	<u> ___ </u> Ass'n	<u> ___ </u> Other

EDD: Independent Contractor Worksheet Required: ___ Yes X No

HIPAA: Schedule of Required Provisions (Exhibit D): ___ Yes X No

ATTACHMENTS

Designate all required attachments:

	Req'd	Not Req'd
Exhibit A: Schedule of Services (Provided by Contractor)	<u> X </u>	<u> ___ </u>
Exhibit B: Schedule of Charges and Payments (Paid by County)	<u> X </u>	<u> ___ </u>
Exhibit C: Schedule of Changes (Additions, Deletions & Amendments)	<u> X </u>	<u> ___ </u>
Exhibit D: Air BP Credit Card Agreement	<u> X </u>	<u> ___ </u>
Exhibit E: Air BP Trademark Agreement	<u> X </u>	<u> ___ </u>

Terms

Each term of this Contract below specifically incorporates the information set forth in the Summary at page one (1) above as to each respective section (§) therein, as the case may be.

Services

1. Scope of Services:

Contractor shall provide all of the services, materials and products (herein "Services") generally described in **Exhibit "A."** If requested, Contractor agrees to serve as an expert witness for County in any third party action or proceeding arising out of this Contract, subject to the availability of qualified employees, at such rates and on such terms as are generally accepted in the industry.

Payment

2. Charges and Payments:

The charges (herein "Charges") for furnishing the aforesaid Services under this Contract are set forth in **Exhibit "B"**, including, if applicable, hourly rates, unit pricing, and expense, mileage and cost limits. Said Charges shall be presented monthly by invoice, and shall be due within fifteen (15) days of County's receipt of said invoice, as set forth in **Exhibit "B."** Said payment terms shall remain in effect for the entire term of this Contract, and any extension hereof.

Time for Performance

3. Contract Term:

This Contract shall commence on the **Contract Beginning Date** set forth at §3, page one (1), above. All Services required to be provided by this Contract shall be completed and ready for acceptance no later than the **Contract Termination Date** set forth at §3, page one (1), above.

4. Time of the Essence:

Time is of the essence with respect to each party's performance under this Contract.

Insurance

5. Commercial General Liability Insurance: (County Resolution No. 90674)

If §5 at page one (1) hereof shall indicate a **Commercial General Liability** insurance policy is required, Contractor shall promptly provide proof of such insurance evidenced by a certificate of insurance with properly executed endorsements attached, which insurance shall include the following:

- (i) Broad form coverage for liability for death or bodily injury to a person or persons, and for property damage, combined single limit coverage, in the minimum amount indicated at said §5;
- (ii) An endorsement naming County as an additional insured under said policy, with respect to claims or suits arising from the Services provided or the relationships created under this Contract;
- (iii) A provision that said insurance shall be primary and other insurance maintained by the County of Nevada shall be excess only and not contributing with Contractor's insurance;
- (iv) A provision that said insurance shall provide for thirty (30) days written notice to County of any termination or change in coverage protection, or reduction in coverage limits (except ten (10) days notice for non-payment of premium).

6. Automobile Liability Insurance: (County Resolution No. 90676)

If §6 at page one (1) hereof shall require either a Business Rated or a Commercial Automobile Liability insurance policy, for each vehicle used including non-owned and hired automobiles, Contractor shall promptly provide proof of such insurance evidenced by a certificate of insurance with properly executed endorsements attached, which insurance shall include the following provisions:

- (i) Liability protection for death or bodily injury to a person or persons, property damage, and uninsured and underinsured coverage, combined single limit coverage, in the minimum amount indicated at said §6;

(ii) An endorsement naming County as an additional insured under said policy, with respect to claims or suits arising from the Services provided or the relationships created under this Contract;

(iii) A provision that said insurance shall be primary and other insurance maintained by the County of Nevada shall be excess only and not contributing with Contractor's insurance;

(iv) A provision that said insurance shall provide for thirty (30) days written notice to County of any termination or change in coverage protection, or reduction in coverage limits (except ten (10) days notice for non-payment of premium).

If §6 at page one (1) hereof shall require a Personal Auto policy, for each vehicle used including non-owned and hired automobiles, Contractor shall promptly provide proof of such insurance in such amounts as required by law, evidenced by a certificate of insurance, or other proof acceptable to County.

7. Worker's Compensation: (County Resolution No. 90674)

If §7 at page one (1) hereof shall indicate a **Worker's Compensation** insurance policy is required, Contractor shall maintain said policy as required by law, and shall promptly provide proof of such insurance evidenced by a certificate of insurance, or other documentation acceptable to County.

Before commencing to utilize employees in providing Services under this Contract, Contractor warrants that it will comply with the provisions of the California Labor Code, requiring Contractor to be insured for worker's compensation liability or to undertake a program of self-insurance therefor.

8. Errors and Omissions:

If §8 at page one (1) hereof shall indicate **Errors and Omissions** insurance is required, Contractor shall maintain either a professional liability or errors & omissions policy in the minimum amount indicated, and shall promptly provide proof of such insurance evidenced by a certificate of insurance, or other documentation acceptable to County.

9. Miscellaneous Insurance Provisions: (County Resolution No. 90675)

All policies of insurance required by this Contract shall remain in full force and effect throughout the life of this Contract and shall be payable on a "per occurrence" basis unless County specifically consents to "claims made" coverage. If the County does consent to "claims made" coverage and if Contractor changes insurance carriers during the term of this Contract or any extensions hereof, then Contractor shall carry prior acts coverage.

Insurance afforded by the additional insured endorsement shall apply as primary insurance, and other insurance maintained by County, its officers, agents and/or employees, shall be excess only and not contributing with insurance required or provided under this agreement.

At all times, Contractor shall keep and maintain in full force and effect throughout the duration of this Contract, policies of insurance required by this Contract which policies shall be issued by companies with a Best's Rating of B+ or higher (B+, B++, A-, A, A+ or A++), or a Best's Financial Performance Rating (FPR) of 6 or higher (6, 7, 8 or 9) according to the current Best's Key Rating Guide, or shall be issued by companies approved by the County Risk Manager. In the event the Best's Rating or Best's FPR shall fall below the rating required by this paragraph, Contractor shall be required to forthwith secure alternate policies which comply with the rating required by this paragraph, or be in material breach of this Contract.

Failure to provide and maintain the insurance policies (including Best's ratings), endorsements, or certificates of insurance required by this Contract shall constitute a default of this agreement and, unless Contractor cures said default within ten (10) days of receipt of written notice from county, shall, in addition to such other remedies as are available as a matter of law, serve as a basis upon which County may elect to suspend payments hereunder, or terminate this Contract, or both. (See §12, ¶12, below, as these provisions additionally apply to subcontractors.)

10. Indemnity:

Nothing herein shall be construed as a limitation of one party's liability to the other, and the County and the Contractor shall each indemnify, defend and hold the other harmless, together with the respective officers, officials, employees, agents and volunteers thereof, from any and all liabilities, claims, demands, damages, losses and expenses (including, without limitation, defense costs and attorney fees of litigation) to the extent arising out of a party's negligent act, willful misconduct, error or omission.,

Personal Services

11. Contractor as Independent:

In providing services herein, Contractor, and the agents and employees thereof, shall act in an independent capacity and as an independent contractor and not as agents or employees of County.

12. Assignment and Subcontracting:

Except as specifically provided herein, the rights, responsibilities, duties and Services to be performed under this Contract are personal to the Contractor and may not be transferred, subcontracted, or assigned without the prior written consent of County. Contractor shall not substitute nor replace any personnel for those specifically named herein or in its proposal without the prior written consent of County.

Contractor shall cause and require each transferee, subcontractor and assignee to comply with the insurance provisions set forth herein at §§5, 6, 7, 8 and 9, to the extent such insurance provisions are required of Contractor under this Contract. Failure of Contractor to so cause and require such compliance by each transferee, subcontractor and assignee shall constitute a Material Breach of this agreement, and, in addition to any other remedy available at law or otherwise, shall serve as a basis upon which County may elect to suspend payments hereunder, or terminate this Contract, or both.

13. Licensing and Permits:

Contractor warrants (i) Contractor is qualified and competent to provide all Services under this contract; (ii) Contractor and all employees of Contractor hold all necessary and appropriate licenses therefor, including those licenses set forth at §13, page one (1) hereof; and, (iii) Contractor shall obtain, and remain in compliance with, all permits necessary and appropriate to provide said Services. Contractor shall cause said licenses and permits to be maintained throughout the life of this Contract. Failure to do so shall constitute a default of this agreement, and, if not cured within ten (10) days of Contractor's receipt of County's written notice shall, in addition to any other remedy available at law or otherwise, serve as a basis upon which County may elect to suspend payments hereunder, or terminate this Contract, or both.

Public Contracts

14. Prevailing Wage and Apprentices:

To the extent required by law, performance of this contract shall be in conformity with the provisions of California Labor Code, Division 2, Part 7, Chapter 1, commencing with Section 1720 relating to prevailing wages which must be paid to workers employed on a public work as defined in Labor Code §§ 1720, et seq.; and shall be in conformity with Title 8 of the California Code of Regulations §§ 200 et seq., relating to apprenticeship. Contractor shall comply with the provisions thereof at the commencement of Services to be provided herein, and thereafter during the term of this Contract. A breach of the requirements of this section shall be a default of this contract. A copy of the relevant prevailing wage as defined in Labor Code §1770 et seq. is on file with the Department of Transportation, County of Nevada, 950 Maidu Avenue, Nevada City, California 95959. Copies will be provided upon request.

15. Accessibility (County Resolution No. 00190):

It is the policy of the County of Nevada that all County services, programs, meetings, activities and facilities shall be accessible to all persons, and shall be in compliance with the provisions of the Americans With Disabilities Act and Title 24, California Code of Regulations. To the extent this Contract shall call for Contractor to provide County contracted services directly to the public, Contractor shall certify that said direct Services are and shall be accessible to all persons.

16. Nondiscriminatory Employment:

In providing Services hereunder, Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, national origin, political affiliation, ancestry, marital status or disability. This policy does not require the employment of unqualified persons.

17. Prior Nevada County Employment (County Resolution No. 03-353):

Effective July 22, 2003, it is the policy of the County of Nevada that former members of the Board of Supervisors, a former CEO, or a former Purchasing Agent, for a period of twelve (12) months following

the last day of employment, shall not enter into any relationship wherein that former employee or former Board member receives direct remuneration from a legal entity that, during the last twelve (12) months of said employment or Board member's service, entered into a contract with, or received a grant from the County of Nevada. Provided however, that this prohibition shall not apply to any employee that did not personally approve a contract with or grant to said legal entity during the last twelve (12) months of said employment, and shall not apply when the Board of Supervisors did not approve a contact with or grant to said legal entity during the last twelve (12) months of said Board member's service.

A violation of this policy shall subject Contractor to all of the remedies enumerated in said resolution and as otherwise provided in law, which remedies shall include but not be limited to injunctive relief, cancellation and voiding of this contract by County, a return of grant money, a cause of action for breach of contract, and entitlement to costs and reasonable attorney fees in any action based upon a breach of contract under this provision.

18. Cost Disclosure:

In accordance with Government Code Section 7550, should a written report be prepared under or required by the provisions of this Contract, Contractor agrees to state in a separate section of said report the numbers and dollar amounts of all contracts and subcontracts relating to the preparation of said report

Default and Termination

19. Termination:

A default of this Contract pursuant to the terms hereof or otherwise, unless cured by the defaulting party within ten (10) days of defaulting party's receipt of written notice from the non-defaulting party, shall, in addition to any other remedy available at law or otherwise, serve as a basis upon which County may elect to immediately suspend payments hereunder, or terminate this contract, or both, If Contractor consistently fails to timely provide the services materials and products required under this Contract, or otherwise consistently fails to promptly comply with the terms of this Contract, or violates any ordinance, regulation or other law which applies to its performance herein, and said default is not cured within ten (10) days of receipt of written notice thereof, County may terminate this Contract by giving **five (5) days written notice** to Contractor.

Upon giving Contractor written notice of at least **sixty (60) calendar days before the end of any fiscal year**, County shall have the right to terminate its obligations under this Contract at the end said fiscal year

Miscellaneous

20. Books of Record and Audit Provision:

Contractor shall maintain complete records relating to this Contract for a period of five (5) years from the completion of Services hereunder. Said records shall include but not be limited to bids and all supporting documents, original entry books, canceled checks, receipts, invoices, payroll records including subsistence, travel and field expenses, together with a general ledger itemizing all debits and credits

Contractor shall permit County to audit said records as well as such related records of any business entity controlled by Contractor. Said audit may be conducted on Contractor's premises or at a location designated by County, upon fifteen (15) days notice. Contractor shall promptly refund any moneys erroneously charged and shall be liable for the costs of audit if the audit establishes an over-charged of five percent (5%) or more of the Maximum Contract Price.

21. Intellectual Property:

All original photographs, diagrams, plans, documents, information, reports, computer code and all recordable media together with all copyright interests thereto (herein "Intellectual Property"), which was developed, prepared by, for or submitted to Contractor exclusively for the purpose of performing Contractor's duties under this Contract and for no other purpose, shall be the property of County, and upon fifteen (15) days demand therefor, shall be promptly delivered to County without exception. Provided however, for personal purposes only and not for commercial, economic or any other purpose, Contractor may retain a copy of Contractor's work product hereunder.



22. Entire Agreement:

This Contract represents the entire agreement of the parties, and no representations have been made or relied upon except as set forth herein. This Contract may be amended or modified only by written, fully executed agreement of the parties.

23. Jurisdiction and Venue:

This Contract shall be construed in accordance with the laws of the State of California and the parties hereto agree that venue shall be in Nevada County, California.

24. Compliance with Applicable Laws:

The Contractor shall comply with any and all applicable federal, state and local laws, codes, ordinances, rules and regulations which relate to, concern or affect the Services to be provided by this Contract.

25. Notices:

This Contract shall be managed and administered on County's behalf by the department and the person set forth at §25, page one (1) of this Contract, and all invoices shall be submitted to and approved by this Department. In addition to personal service, all notices may be given to County and to Contractor by first class mail addressed as set forth at said §25 Said notices shall be deemed received the fifth (5th) day following the date of mailing or the earlier date of personal service, as the case may be.

26. Authority:

All individuals executing this Contract on behalf of either party represent and warrant that they are authorized to execute and deliver this Contract on behalf of said party.

IN WITNESS WHEREOF, the parties have executed this Contract effective on the Beginning Date, above.

CONTRACTOR

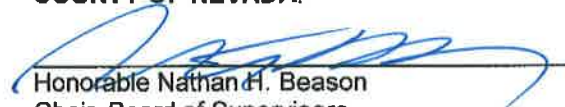


Name: Michael W. Delk

Title: President

Dated: 2-1-2006

COUNTY OF NEVADA:



Honorable Nathan H. Beason

Chair, Board of Supervisors

Dated: 2-14-06

Attest:

Donna Stoffi, Deputy
Cathy R. Thompson

Clerk of the Board of Supervisors



EXHIBIT "A"

SCHEDULE OF PRODUCTS AND SERVICES

1. The County shall purchase all of its requirements for Jet A Turbine Fuel meeting ASTM D 1655 latest revision and/or 100LL Aviation Gasoline meeting ASTM D 910 latest revision, exclusively from Contractor and from no other distributor or supplier.

DISCLAIMER: Other than the "Product Description (Quality)", there are no express warranties, and no implied warranties of merchantability or of fitness for the particular purpose, and there are no other implied warranties of any nature whatsoever.

2. Contractor will provide all product identification decals free of charge to the County. All fuel dispensing equipment will be re-imaged at no cost to the county. Contractor will provide County airport personnel an opportunity to attend an annual quality control seminar at no cost, and will provide annual inspections of County airport fuel dispensing facilities.
3. Contractor will provide a Verifone 3750 credit card machine at no cost to the County. Contractor will provide an annual service contract with a local contractor that is certified to work on the County's card lock system. Contractor will upgrade the County's credit card printing equipment with the most current thermal printer offered by QT Technologies at the time of execution of this Contract.
4. Upon request, Contractor will make refueling equipment available to County for a short-term basis (an aggregate total of 30 or fewer days over the term of the contract) at no charge to County. Contractor will also provide County with access to refueling equipment on a long term basis (an aggregate total of more that 30 days during any one-year period) at market rates and on such other terms as the parties may agree in an equipment lease.
5. In consideration of the County's agreement to enter into this Contract, Contractor agrees to grant a conditional concession to the County in the amount of \$25,000 (the "Concession"), of which \$12,500 will be paid to the County by Contractor within 30 days of execution of this Contract and \$12,500 will be paid to the County by Contractor within 30 days of the commencement of the second year of the contract. In the event of a termination of this Contract for any reason other than a material breach by the Contractor, the County will be obligated to reimburse to Contractor a proportional amount of the Concession (as then actually tendered by Contractor), determined by dividing the number of whole months remaining in the full term by the number of months in the original full term (the "Repayment Amount"). For example, if the contract term was ten (10) years and the County terminated the contract without cause on the last day of the fourth (4th) year of the term, County would be obligated to pay Contractor sixty percent (60%) of the total value of the concession. The Repayment Amount is due within ten (10) days of County's receipt of Contractors repayment demand and notice of breach or wrongful termination.

EXHIBIT "B"

SCHEDULE OF CHARGES AND PAYMENTS

(Paid by County)

1. The price of fuel purchased by the County from Contractor shall be Contractor's delivered price on the date of lifting, plus all applicable taxes, FOB Contractor's storage tanks.
2. Payments shall be due fifteen (15) days after receipt by County of invoices transmitted via electronic mail. A service charge or late payment fee will be added to any balance due for aviation fuels not paid when due. The annual rate for such service charge or late payment fee shall be determined by Contractor and shall not exceed the maximum rate permitted by applicable laws, prorated daily on the basis of a 360-day year.
3. The County assumes responsibility for the payment of all domestic and foreign taxes and/or duties now or hereafter imposed, directly or indirectly, on the goods covered by this Contract. Contractor agrees to collect and remit all applicable federal and states taxes as required by law, but assumes no responsibility for the collection and payment of any local, municipal, or county taxes, and/or flowage fees unless made aware of these taxes and/or flowage fees, in writing, by the County. If the County is entitled to purchase products free of any tax, fee, or charge, the County shall furnish to Seller proper exemption certificates to cover such purchase or purchases.
4. Costs for processing credit card payments shall be as follows:

Credit Card	Electronic Processing	Manual Processing
Air BP Visa	0%	3.0%
Sterling Card	\$0.04 per gallon	\$0.04 per gallon
MSC & Avcard	3.0%	3.5%
Master Card & Visa	2.2%	3.0%
Discover	3.0%	3.25%
American Express	3.25%	5%

Credit card processing fees will be waived for California Department of Forestry (CDF) and United States Forest Service (USFS) aircraft. The County will maintain an accounting of credit card fees charged for CDF and USFS and will submit an invoice to Contractor no less frequently than quarterly to claim reimbursement of those fees.

EXHIBIT "C"

SCHEDULE OF CHANGES

(Amendments and Additions to Contract)

1. **PERIOD** This Contract shall commence on the date indicated at §3, page one (1) of this Contract and shall continue for a minimum of five (5) years, unless terminated as authorized herein. Thereafter, this Contract shall automatically renew for five (5) subsequent terms of one (1) year each, unless notice of intent to terminate at the end of the then current term is delivered in writing by either party. Such notice shall be delivered at least 90 days and no more than 120 days prior to the end of the then current term.
2. **ASSIGNMENT** The County shall not sell or assign any right, interest, or obligations under this Contract without prior written consent of Contractor. If the County does so, or attempts to do so, Contractor may terminate this Agreement.
3. **RELATIONSHIP OF PARTIES.** Neither the County nor its employees are joint ventures, partners, agents, or employees of Contractor. Neither Contractor nor the County is authorized to represent, obligate, or bind the other. Nothing in this contract shall be construed as giving Contractor any right to exercise any control over the County's operations or over the manner and method by which the County conducts its operations. The County further represents that it is knowledgeable with respect to the proper handling of aviation fuels and its personnel are competent to fulfill the obligations it has assumed herein.
4. **WAIVER.** The waiver by either party of the breach of any provision hereof by the other party shall not be deemed to be a waiver of the breach of any other provision or provisions hereof or of any subsequent or continuing breach of such provision or provisions.
5. **LEGAL REQUIREMENTS.** The County shall comply with applicable laws, ordinances, regulations, judicial and administrative orders, and other legal requirements of all government authorities, Federal, State, Municipal, or other, pertaining to the loading, storage, transportation, handling, and sale of petroleum products.



EXHIBIT "D"

AIR BP CREDIT CARD AGREEMENT

1. Contractor grants to the County the privilege of honoring Air BP credit cards or other credit cards, if any, authorized by Contractor at the time of sale. Contractor reserves the right to withdraw authorization at any time. The County agrees that it will honor authorized sales on Air BP or other credit cards, if any, which are valid at the time of sale. The County covenants that in Air BP credit card sales Contractor shall comply with the Air BP credit Card Manual (or any special instructions relative to Air BP credit Card transactions issued by Contractor from time to time). The Contractor agrees that it shall be responsible in all respects for any breaches of the aforesaid Manual or instruction.
2. The County covenants that all claims for amounts due from Air BP credit cards or other credit cards which are transmitted to Contractor by the County shall relate only to sales of products and services authorized by Contractor for purchases on Air BP credit cards or other credit cards authorized by Contractor, if any. The County further covenants that credit card imprinters supplied by the Contractor will be accounted for at all times and will never be permitted to cover sales of products other than those authorized by Contractor on Air BP credit cards or other credit cards authorized by Contractor, if any. In the event that said credit card imprinters are used in violation of the covenants set forth in the Air BP Credit Card Agreement, Contractor may revoke the privilege of honoring Air BP credit cards at said outlets and repossess said credit card imprinters, and upon written demand thereof the County shall take such action as necessary to effect the return of said imprinters to Contractor promptly but no later than five (5) days from date of demand.
3. The County acknowledges that Contractor may impose a service charge and/or processing charge for the privilege of honoring Air BP credit cards or other credit cards authorized by Contractor, if any, and the County acknowledges that Contractor reserves the right to discontinue the extension of credit (including the acceptance of Air BP credit cards) or to change the term of such service charge and/or processing charge upon giving the County at least ten (10) days written notice.
4. Contractor will send a check to the County on a monthly basis for the amount collected by Contractor each month from credit card sales.
5. Checks for credit card sales will be mailed only if the County's account with Air BP Aviation Services is current.



EXHIBIT "E"

AIR BP TRADEMARK AGREEMENT

1. The County shall sell products purchased hereunder only under Air BP brand names and shall have the right to display the trademarks and brand names of Contractor and Air BP, but only for the purpose of properly identifying and advertising Air BP branded products handled by the County and in a manner and in forms satisfactory to Contractor in Contractor's sole judgment. The County must receive prior written approval from Contractor before installing Air BP identification at any location. The County shall not sell non-Air BP products under trademarks or brand names of Air BP.
2. The County recognizes that it is in the interest of the parties to this Contract for the County to affirmatively conduct its business to reflect favorably on said parties and to further promote public acceptance of Air BP's brand names, trademarks, products, and services. In recognition of such objectives, the County agrees to conduct its operations in accordance with the minimum standards as set forth below:
 - Premises including building, rest rooms, driveways, grass or planting areas, and storage areas will be maintained inside and in good, clean, neat, safe, and healthful condition with all necessary painting and repairs being made thereto.
 - Aviation retail outlets will be equipped to provide services comparable with competitive outlets of similar type, age, and style. All equipment will be kept neat, clean, and in good repair. Equipment used to dispense Contractor's products shall be properly identified with decals that may be required by applicable laws, rules, and regulations. Contractor's trademarks, signs, logos, and other identification will be kept clean, in good repair, and painted where required according to Contractor's specifications.
 - Aviation retailers, including employees at aviation retail outlets, shall at all times present a good personal appearance, observe clean, neat, and safe working habits and render prompt, courteous, and honest treatment to customers.
3. The County covenants and agrees to maintain the quality of products provided by Contractor and strictly comply with all guidelines pertaining to aviation fuel storage set forth in Contractor's "General Aviation Fueling Operation Manual" which has heretofore been received by the County. The County will exercise extreme caution in the receipt, storing, handling, and dispensing of aviation fuels including daily inspection of all storage and dispensing equipment to prevent or eliminate contamination in any form.
4. If the County sells non-Air BP products under the trademarks of brand names of Air BP, or in a manner which could mislead a customer into believing that non-Air BP products are Air BP products, or if the County sells products purchased hereunder to any re-seller whom the County knows or has reason to believe will resell such products under brand or trade names other than Air BP's, Contractor may terminate this Agreement.

