

DOT Agreement No. 170007
BOS Agreement No. 17-029

**COUNTY OF MENDOCINO
STANDARD SERVICES AGREEMENT WITH DAVID W. THORPE, IN THE AMOUNT
OF \$126,648, FOR AIRPORT SUPERVISOR SERVICES AT LITTLE RIVER AIRPORT**

This Agreement, dated as of May 16, 2017, is by and between the COUNTY OF MENDOCINO, hereinafter referred to as the "COUNTY", and DAVID W. THORPE, hereinafter referred to as the "AIRPORT SUPERVISOR".

WITNESSETH

WHEREAS, pursuant to Government Code Section 31000, COUNTY may retain independent contractors to perform special services to or for COUNTY or any department thereof; and,

WHEREAS, COUNTY desires to obtain AIRPORT SUPERVISOR for its Airport Supervisor Services; and,

WHEREAS, AIRPORT SUPERVISOR is willing to provide such services on the terms and conditions set forth in this AGREEMENT and is willing to provide same to COUNTY.

NOW, THEREFORE it is agreed that COUNTY does hereby retain AIRPORT SUPERVISOR to provide the services described in Exhibit "A", and AIRPORT SUPERVISOR accepts such engagement, on the General Terms and Conditions hereinafter specified in this Agreement, the Additional Provisions attached hereto, and the following described exhibits, all of which are incorporated into this Agreement by this reference:

Exhibit A	Definition of Services
Exhibit B	Payment Terms
Exhibit C	Cash Receipts and Procedures
Exhibit D	Airport Rules and Regulations

The term of this Agreement shall be from May 30, 2017 through May 30, 2020.

The compensation payable to AIRPORT SUPERVISOR hereunder shall not exceed ONE HUNDRED TWENTY SIX THOUSAND SIX HUNDRED FORTY EIGHT (\$126,648) for the term of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

DEPARTMENT FISCAL REVIEW: Transportation

Howard N. Dashiell, Director

DATE

Howard N. Dashiell 3/29/17

Budgeted: Yes No

Budget Unit: 3060

Line Item: 862189

Grant: Yes No

Grant No.:

COUNTY OF MENDOCINO

By: *John McCowen*
JOHN MCCOWEN, Chair
BOARD OF SUPERVISORS

ATTEST: **MAY 16 2017**
CARMEL J. ANGELO, Clerk of said Board

By: *R. F. L.*
Deputy

MAY 16 2017

I hereby certify that according to the provisions of Government Code Section 25103, delivery of this document has been made.

CARMEL J. ANGELO, Clerk of said Board

By: *R. F. L.*
Deputy

MAY 16 2017

INSURANCE REVIEW:
RISK MANAGER

By: *Alan D. Flora*
ALAN D. FLORA, Risk Manager

EXECUTIVE OFFICE REVIEW:

APPROVAL RECOMMENDED

By: *Carmel J. Angelo*
CARMEL J. ANGELO, Chief Executive Officer

CONTRACTOR/COMPANY NAME

By: *David W. Thorpe 5/11/17*

NAME AND ADDRESS OF CONTRACTOR:

David W. Thorpe

PO Box 303

Little River, CA 95456

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement

COUNTY COUNSEL REVIEW:

APPROVED AS TO FORM:

KATHARINE L. ELLIOTT,
County Counsel

By: *Katharine L. Elliott*
Deputy

FISCAL REVIEW:

By: *Jonelle Raw*
Deputy CEO/Fiscal

GENERAL TERMS AND CONDITIONS

1. INDEPENDENT CONTRACTOR: No relationship of employer and employee is created by this Agreement; it being understood and agreed that AIRPORT SUPERVISOR is an Independent Contractor. AIRPORT SUPERVISOR is not the agent or employee of the COUNTY in any capacity whatsoever, and COUNTY shall not be liable for any acts or omissions by AIRPORT SUPERVISOR nor for any obligations or liabilities incurred by AIRPORT SUPERVISOR.

AIRPORT SUPERVISOR shall have no claim under this Agreement or otherwise, for seniority, vacation time, vacation pay, sick leave, personal time off, overtime, health insurance medical care, hospital care, retirement benefits, social security, disability, Workers' Compensation, or unemployment insurance benefits, civil service protection, or employee benefits of any kind.

AIRPORT SUPERVISOR shall be solely liable for and obligated to pay directly all applicable payroll taxes (including federal and state income taxes) or contributions for unemployment insurance or old age pensions or annuities which are imposed by any governmental entity in connection with the labor used or which are measured by wages, salaries or other remuneration paid to its officers, agents or employees and agrees to indemnify and hold County harmless from any and all liability which COUNTY may incur because of AIRPORT SUPERVISOR's failure to pay such amounts.

In carrying out the work contemplated herein, AIRPORT SUPERVISOR shall comply with all applicable federal and state workers' compensation and liability laws and regulations with respect to the officers, agents and/or employees conducting and participating in the work; and agrees that such officers, agents, and/or employees will be considered as Independent Contractors and shall not be treated or considered in any way as officers, agents and/or employees of COUNTY.

AIRPORT SUPERVISOR does, by this Agreement, agree to perform his/her said work and functions at all times in strict accordance with all applicable federal, state and County laws, including but not limited to prevailing wage laws, ordinances, regulations, titles, departmental procedures and currently approved methods and practices in his/her field and that the sole interest of COUNTY is to ensure that said service shall be performed and rendered in a competent, efficient, timely and satisfactory manner and in accordance with the standards required by the County agency concerned.

Notwithstanding the foregoing, if the COUNTY determines that pursuant to state and federal law AIRPORT SUPERVISOR is an employee for purposes of income tax withholding, COUNTY may upon two (2) week's written notice to AIRPORT SUPERVISOR, withhold from payments to AIRPORT SUPERVISOR hereunder

federal and state income taxes and pay said sums to the federal and state governments.

2. **INDEMNIFICATION:** AIRPORT SUPERVISOR shall indemnify, defend, and hold harmless the COUNTY, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever including damages to property and injuries to, or death of persons, reasonable attorney's fees, expert fees and court costs occurring or resulting, or alleged to be occurring or resulting, to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connections with the AIRPORT SUPERVISOR'S performance or its obligations under this AGREEMENT, and from any and all claims, liabilities, and losses occurring or resulting, or alleged to be occurring or resulting, to any person, firm, or corporation for damage, injury, or death arising out of or connected with the AIRPORT SUPERVISOR'S performance of its obligations under this AGREEMENT, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of COUNTY. "AIRPORT SUPERVISOR'S performance" includes AIRPORT SUPERVISOR'S action or inaction and the action or inaction of AIRPORT SUPERVISOR'S officers, employees, agents and subcontractors.
3. **INSURANCE AND BOND:** AIRPORT SUPERVISOR shall at all times during the term of the Agreement with the COUNTY maintain in force those insurance policies and bonds as designated in the attached Exhibit C, and will comply with all those requirements as stated therein.
4. **WORKERS' COMPENSATION:** AIRPORT SUPERVISOR shall provide Workers' Compensation insurance, as applicable, at AIRPORT SUPERVISOR's own cost and expense and further, neither the AIRPORT SUPERVISOR nor its carrier shall be entitled to recover from COUNTY any costs, settlements, or expenses of Workers' Compensation claims arising out of this Agreement.
5. **CONFORMITY WITH LAW AND SAFETY:**
 - a. In performing services under this Agreement, AIRPORT SUPERVISOR shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including federal, state, municipal, and local governing bodies, having jurisdiction over the scope of services, including all applicable provisions of the California Occupational Safety and Health Act. AIRPORT SUPERVISOR shall indemnify and hold COUNTY harmless from any and all liability, fines, penalties and consequences from any of AIRPORT SUPERVISOR's failures to comply with such laws, ordinances, codes and regulations.
 - b. Accidents: If a death, serious personal injury or substantial property damage occurs in connection with AIRPORT SUPERVISOR's performance of this Agreement, AIRPORT SUPERVISOR shall

immediately notify Mendocino County Risk Manager's Office by telephone. AIRPORT SUPERVISOR shall promptly submit to COUNTY a written report, in such form as may be required by COUNTY of all accidents which occur in connection with this Agreement. This report must include the following information: (1) name and address of the injured or deceased person(s); (2) name and address of AIRPORT SUPERVISOR's sub-contractor, if any; (3) name and address of AIRPORT SUPERVISOR's liability insurance carrier; and (4) a detailed description of the accident and whether any of COUNTY's equipment, tools, material, or staff were involved.

- c. AIRPORT SUPERVISOR further agrees to take all reasonable steps to preserve all physical evidence and information which may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and to grant to the COUNTY the opportunity to review and inspect such evidence, including the scene of the accident.
- 6. PAYMENT: For services performed in accordance with this Agreement, payment shall be made to AIRPORT SUPERVISOR as provided in Exhibit "B" hereto as funding permits.
- 7. TAXES: Payment of all applicable federal, state, and local taxes shall be the sole responsibility of the AIRPORT SUPERVISOR.
- 8. OWNERSHIP OF DOCUMENTS: AIRPORT SUPERVISOR hereby agrees to provide to a private, not-for-profit, successor and if there is none then assigns the COUNTY and its assignees all copyright and other use rights in any and all proposals, plans, specification, designs, drawings, sketches, renderings, models, reports and related documents (including computerized or electronic copies) respecting in any way the subject matter of this Agreement, whether prepared by the COUNTY, the AIRPORT SUPERVISOR, the AIRPORT SUPERVISOR's subcontractors or third parties at the request of the AIRPORT SUPERVISOR (collectively, "Documents and Materials"). This explicitly includes the electronic copies of all above stated documentation.

AIRPORT SUPERVISOR shall be permitted to retain copies, including reproducible copies and computerized copies, of said Documents and Materials. AIRPORT SUPERVISOR agrees to take such further steps as may be reasonably requested by COUNTY to implement the aforesaid assignment. If for any reason said assignment is not effective, AIRPORT SUPERVISOR hereby grants the COUNTY and any assignee of the COUNTY an express royalty – free license to retain and use said Documents and Materials. The COUNTY's rights under this paragraph shall apply regardless of the degree of completion of the Documents and Materials and whether or not AIRPORT SUPERVISOR's services as set forth in Exhibit "A" of this Agreement have been fully performed or paid for.

AIRPORT SUPERVISOR shall pay all royalties and license fees which may be due for any patented or copyrighted materials, methods or systems selected by the AIRPORT SUPERVISOR and incorporated into the work as set forth in Exhibit "A", and shall defend, indemnify and hold the COUNTY harmless from any claims for infringement of patent or copyright arising out of such selection.

The COUNTY's rights under this Paragraph 8 shall not extend to any computer software used to create such Documents and Materials.

9. CONFLICT OF INTEREST: The AIRPORT SUPERVISOR covenants that it presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of services required under this Agreement.
10. NOTICES: All notices, requests, demands, or other communications under this Agreement shall be in writing. Notices shall be given for all purposes as follows:

Personal delivery: When personally delivered to the recipient, notices are effective on delivery.

First Class Mail: When mailed first class to the last address of the recipient known to the party giving notice, notice is effective three (3) mail delivery days after deposit in a United States Postal Service office or mailbox. Certified Mail: When mailed certified mail, return receipt requested, notice is effective on receipt, if delivery is confirmed by a return receipt.

Overnight Delivery: When delivered by overnight delivery (Federal Express/Airborne/United Parcel Service/DHL WorldWide Express) with charges prepaid or charged to the sender's account, notice is effective on delivery, if delivery is confirmed by the delivery service.

Facsimile transmission: When sent by facsimile to the facsimile number of the recipient known to the party giving notice, notice is effective on receipt, provided that, (a) a duplicate copy of the notice is promptly given by first-class or certified mail or by overnight delivery, or (b) the receiving party delivers a written confirmation of receipt. Any notice given facsimile shall be deemed received on the next business day if it is received after 5:00 p.m. (recipient's time) or on a non-business day.

Addresses for purpose of giving notice are as follows:

To COUNTY: Mendocino County Department of Transportation
340 Lake Mendocino Drive
Ukiah, CA 95482
Attn: Amber Muñoz

To AIRPORT SUPERVISOR: David W. Thorpe
PO Box 303
Little River, CA 95456

Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified shall be deemed effective as of the first date that said notice was refused, unclaimed, or deemed undeliverable by the postal authorities, messenger, or overnight delivery service.

Any party may change its address or facsimile number by giving the other party notice of the change in any manner permitted by this Agreement.

11. USE OF COUNTY PROPERTY: AIRPORT SUPERVISOR shall not use County property (including equipment, instruments and supplies) or personnel for any purpose other than in the performance of his/her obligations under this Agreement.
12. EQUAL EMPLOYMENT OPPORTUNITY PRACTICES PROVISIONS: AIRPORT SUPERVISOR certifies that it will comply with all federal and state laws pertaining to equal employment opportunity and that it shall not engage in any unlawful discrimination.
 - a. AIRPORT SUPERVISOR shall, in all solicitations or advertisements for applicants for employment placed as a result of this Agreement, state that it is an "Equal Opportunity Employer" or that all qualified applicants will receive consideration for employment without regard to their race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Veteran's status, political affiliation, or any other non-merit factor.
 - b. AIRPORT SUPERVISOR shall, if requested to do so by the COUNTY, certify that it has not, in the performance of this Agreement, engaged in any unlawful discrimination.
 - c. If requested to do so by the COUNTY, AIRPORT SUPERVISOR shall provide the COUNTY with access to copies of all of its records pertaining or relating to its employment practices, except to the extent such records or portions of such records are confidential or privileged under state or federal law.
 - d. Nothing contained in this Agreement shall be construed in any manner so as to require or permit any act which is prohibited by law.
 - e. The AIRPORT SUPERVISOR shall include the provisions set forth in this paragraph in each of its subcontracts.

13. DRUG-FREE WORKPLACE: AIRPORT SUPERVISOR and AIRPORT SUPERVISOR's employees shall comply with the COUNTY's policy of maintaining a drug-free workplace. Neither AIRPORT SUPERVISOR nor AIRPORT SUPERVISOR's employees shall unlawfully manufacture, distribute, dispense, possess or use controlled substances, as defined in 21 U.S. Code § 812, including, but not limited to, marijuana, heroin, cocaine, and amphetamines, at any COUNTY facility or work site. If AIRPORT SUPERVISOR or any employee of AIRPORT SUPERVISOR is convicted or pleads *nolo contendere* to a criminal drug statute violation occurring at a County facility or work site, the AIRPORT SUPERVISOR, within five days thereafter, shall notify the head of the County department/agency for which the contract services are performed. Violation of this provision shall constitute a material breach of this Agreement.
14. ENERGY CONSERVATION: AIRPORT SUPERVISOR agrees to comply with the mandatory standards and policies relating to energy efficiency in the State of California Energy Conservation Plan, (Title 24, California Administrative Code).
15. COMPLIANCE WITH LICENSING REQUIREMENTS: AIRPORT SUPERVISOR shall comply with all necessary licensing requirements and shall obtain appropriate licenses and display the same in a location that is reasonably conspicuous, as well as file copies of same with the County Executive Office.
16. AUDITS; ACCESS TO RECORDS: The AIRPORT SUPERVISOR shall make available to the COUNTY, its authorized agents, officers, or employees, for examination any and all ledgers, books of accounts, invoices, vouchers, cancelled checks, and other records or documents evidencing or relating to the expenditures and disbursements charged to the COUNTY, and shall furnish to the COUNTY, within sixty (60) days after examination, its authorized agents, officers or employees such other evidence or information as the COUNTY may require with regard to any such expenditure or disbursement charged by the AIRPORT SUPERVISOR.

The AIRPORT SUPERVISOR shall maintain full and adequate records in accordance with County requirements to show the actual costs incurred by the AIRPORT SUPERVISOR in the performance of this Agreement. If such books and records are not kept and maintained by AIRPORT SUPERVISOR within the County of Mendocino, California, AIRPORT SUPERVISOR shall, upon request of the COUNTY, make such books and records available to the COUNTY for inspection at a location within County or AIRPORT SUPERVISOR shall pay to the COUNTY the reasonable, and necessary costs incurred by the COUNTY in inspecting AIRPORT SUPERVISOR's books and records, including, but not limited to, travel, lodging and subsistence costs. AIRPORT SUPERVISOR shall provide such assistance as may be reasonably required in the course of such inspection. The COUNTY further reserves the right to examine and reexamine said books, records and data during the four (4) year period following termination of this Agreement or completion of all

work hereunder, as evidenced in writing by the COUNTY, and the AIRPORT SUPERVISOR shall in no event dispose of, destroy, alter, or mutilate said books, records, accounts, and data in any manner whatsoever for four (4) years after the COUNTY makes the final or last payment or within four (4) years after any pending issues between the COUNTY and AIRPORT SUPERVISOR with respect to this Agreement are closed, whichever is later.

17. DOCUMENTS AND MATERIALS: AIRPORT SUPERVISOR shall maintain and make available to COUNTY for its inspection and use during the term of this Agreement, all Documents and Materials, as defined in Paragraph 8 of this Agreement. AIRPORT SUPERVISOR's obligations under the preceding sentence shall continue for four (4) years following termination or expiration of this Agreement or the completion of all work hereunder (as evidenced in writing by COUNTY), and AIRPORT SUPERVISOR shall in no event dispose of, destroy, alter or mutilate said Documents and Materials, for four (4) years following the COUNTY's last payment to AIRPORT SUPERVISOR under this Agreement.
18. TIME OF ESSENCE: Time is of the essence in respect to all provisions of this Agreement that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Agreement.
19. TERMINATION: The COUNTY has and reserves the right to suspend, terminate or abandon the execution of any work by the AIRPORT SUPERVISOR without cause at any time upon giving to the AIRPORT SUPERVISOR prior written notice. In the event that the COUNTY should abandon, terminate or suspend the AIRPORT SUPERVISOR's work, the AIRPORT SUPERVISOR shall be entitled to payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment. Said payment shall be computed in accordance with Exhibit B hereto, provided that the maximum amount payable to AIRPORT SUPERVISOR for its Airport Supervisor Services shall not exceed \$126,648 payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment or lack of funding.
20. NON APPROPRIATION: If COUNTY should not appropriate or otherwise make available funds sufficient to purchase, lease, operate or maintain the products set forth in this Agreement, or other means of performing the same functions of such products, COUNTY may unilaterally terminate this Agreement only upon thirty (30) days written notice to AIRPORT SUPERVISOR. Upon termination, COUNTY shall remit payment for all products and services delivered to COUNTY and all expenses incurred by AIRPORT SUPERVISOR prior to AIRPORT SUPERVISOR'S receipt of the termination notice.
21. CHOICE OF LAW: This Agreement, and any dispute arising from the relationship between the parties to this Agreement, shall be governed by the laws

of the State of California, excluding any laws that direct the application of another jurisdiction's laws.

22. **VENUE:** All lawsuits relating to this contract must be filed in Mendocino County Superior Court, Mendocino County, California.
23. **WAIVER:** No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right or remedy. No waiver of any breach, failure, right or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.
24. **ADVERTISING OR PUBLICITY:** AIRPORT SUPERVISOR shall not use the name of County, its officers, directors, employees or agents, in advertising or publicity releases or otherwise without securing the prior written consent of COUNTY in each instance.
25. **ENTIRE AGREEMENT:** This Agreement, including all attachments, exhibits, and any other documents specifically incorporated into this Agreement, shall constitute the entire agreement between COUNTY and AIRPORT SUPERVISOR relating to the subject matter of this Agreement. As used herein, Agreement refers to and includes any documents incorporated herein by reference and any exhibits or attachments. This Agreement supersedes and merges all previous understandings, and all other agreements, written or oral, between the parties and sets forth the entire understanding of the parties regarding the subject matter thereof. This Agreement may not be modified except by a written document signed by both parties.
26. **HEADINGS:** Herein are for convenience of reference only and shall in no way affect interpretation of this Agreement.
27. **MODIFICATION OF AGREEMENT:** This Agreement may be supplemented, amended or modified only by the mutual agreement of the parties. No supplement, amendment or modification of this Agreement shall be binding unless it is in writing and signed by authorized representatives of both parties.
28. **ASSURANCE OF PERFORMANCE:** If at any time the COUNTY has good objective cause to believe AIRPORT SUPERVISOR may not be adequately performing its obligations under this Agreement or that AIRPORT SUPERVISOR may fail to complete the Services as required by this Agreement, COUNTY may request from AIRPORT SUPERVISOR prompt written assurances of performance and a written plan acceptable to COUNTY, to correct the observed deficiencies in AIRPORT SUPERVISOR's performance. AIRPORT SUPERVISOR shall provide such written assurances and written plan within thirty (30) calendar days of its receipt of COUNTY's request and shall thereafter

diligently commence and fully perform such written plan. AIRPORT SUPERVISOR acknowledges and agrees that any failure to provide such written assurances and written plan within the required time is a material breach under this Agreement.

29. **SUBCONTRACTING/ASSIGNMENT:** AIRPORT SUPERVISOR shall not subcontract, assign or delegate any portion of this Agreement or any duties or obligations hereunder without the COUNTY's prior written approval.
 - a. Neither party shall, on the basis of this Agreement, contract on behalf of or in the name of the other party. Any agreement that violates this Section shall confer no rights on any party and shall be null and void.
 - b. AIRPORT SUPERVISOR shall use subcontractors identified in Exhibit "A" and shall not substitute subcontractors without COUNTY's prior written approval.
 - c. AIRPORT SUPERVISOR shall remain fully responsible for compliance by its subcontractors with all the terms of this Agreement, regardless of the terms of any agreement between AIRPORT SUPERVISOR and its subcontractors.
30. **SURVIVAL:** The obligations of this Agreement, which by their nature would continue beyond the termination or expiration of the Agreement, including without limitation, the obligations regarding Indemnification (Paragraph 2), Ownership of Documents (Paragraph 8), and Conflict of Interest (Paragraph 9), shall survive termination or expiration for two (2) years.
31. **SEVERABILITY:** If a court of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable, or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of them, will not be affected, unless an essential purpose of this Agreement would be defeated by the loss of the illegal, unenforceable, or invalid provision.
32. **PATENT AND COPYRIGHT INDEMNITY:** AIRPORT SUPERVISOR represents that it knows of no allegations, claims, or threatened claims that the materials, services, hardware or software ("AIRPORT SUPERVISOR Products") provided to COUNTY under this Agreement infringe any patent, copyright or other proprietary right. AIRPORT SUPERVISOR shall defend, indemnify and hold harmless COUNTY of, from and against all losses, claims, damages, liabilities, costs expenses and amounts (collectively, "Losses") arising out of or in connection with an assertion that any AIRPORT SUPERVISOR Products or the use thereof, infringe any patent, copyright or other proprietary right of any third party.
 - a. COUNTY will: (1) notify AIRPORT SUPERVISOR promptly of such claim, suit or assertion; (2) permit AIRPORT SUPERVISOR to defend,

compromise, or settle the claim; and, (3) provide, on a reasonable basis, information to enable AIRPORT SUPERVISOR to do so. AIRPORT SUPERVISOR shall not agree without COUNTY's prior written consent, to any settlement, which would require COUNTY to pay money or perform some affirmative act in order to continue using the AIRPORT SUPERVISOR Products.

- b. If AIRPORT SUPERVISOR is obligated to defend COUNTY pursuant to this Section 32 and fails to do so after reasonable notice from COUNTY, COUNTY may defend itself and/or settle such proceeding, and AIRPORT SUPERVISOR shall pay to COUNTY any and all losses, damages and expenses (including attorney's fees and costs) incurred in relationship with COUNTY's defense and/or settlement of such proceeding.
- c. In the case of any such claim of infringement, AIRPORT SUPERVISOR shall either, at its option, (1) procure for COUNTY the right to continue using the AIRPORT SUPERVISOR Products; or (2) replace or modify the AIRPORT SUPERVISOR Products so that they become non-infringing, but equivalent in functionality and performance.
- d. Notwithstanding this Section 32, COUNTY retains the right and ability to defend itself, at its own expense, against any claims that AIRPORT SUPERVISOR Products infringe any patent, copyright, or other intellectual property right.

33. OTHER AGENCIES:

Other tax supported agencies within the State of California who have not contracted for their own requirements may desire to participate in this contract. The AIRPORT SUPERVISOR is requested to service these agencies and will be given the opportunity to accept or reject the additional requirements. If the AIRPORT SUPERVISOR elects to supply other agencies, orders will be placed directly by the agency and payments made directly by the agency.

[END OF GENERAL TERMS AND CONDITIONS]

EXHIBIT A

DEFINITION OF SERVICES

AIRPORT SUPERVISOR shall provide the following services:

SECTION I – AIRPORT SUPERVISOR RIGHTS AND RESPONSIBILITIES

1. AIRPORT SUPERVISOR shall comply with all applicable laws, rules and regulations of the State of California, the United States and other governmental agencies relating to the operation and maintenance of airports, including the Federal Aviation Administration (FAA) and the California Department of Transportation, Division of Aeronautics. AIRPORT SUPERVISOR shall also comply with all provisions of Mendocino County Code Chapter 8.64, which is attached hereto as Exhibit D.
2. AIRPORT SUPERVISOR shall make all services available to the general public without discrimination based on race, creed, color, or national origin.
3. AIRPORT SUPERVISOR shall not establish or conduct any business activities or share in any way the business activities of others at the AIRPORT, except to facilitate secure transfer of rental car keys and documents (without compensation) to assist the flying public with securing ground transportation and also excepting those specific activities related to his or her position as AIRPORT SUPERVISOR. AIRPORT SUPERVISOR may request a Special Airport Permit from the Board of Supervisors to be allowed to perform a designated business activity in addition to his or her duties as AIRPORT SUPERVISOR. Any activity conducted pursuant to such a Special Airport Permit shall be deemed to be within the scope of authority of this Agreement.
4. Any and all improvements or alterations of AIRPORT facilities must have the prior approval of COUNTY. AIRPORT SUPERVISOR's recommendations in this regard will be required and duly considered.
5. This agreement is subordinate to the paramount rights of the United States. AIRPORT SUPERVISOR recognizes and acknowledges that law and regulations of the United States are applicable to the operation of the AIRPORT. AIRPORT SUPERVISOR shall comply with such applicable United States laws and regulations.
6. As a part of the AIRPORT SUPERVISOR's responsibility to provide the operation and maintenance functions required by COUNTY at the AIRPORT, AIRPORT SUPERVISOR shall provide and perform the specific duties set forth in Section III.

SECTION II – COUNTY RIGHTS AND RESPONSIBILITIES

1. AIRPORT SUPERVISOR shall report to the County Director of Transportation or his designee.
2. County Director of Transportation shall have authority to set the required number of duty hours and work days of Airport Supervisor with a maximum of forty-five hours per week (five days) and no less than twenty-four hours per week (four days). County shall give Airport Supervisor thirty (30) days written notice prior to decreasing Airport Supervisor's duty hours and fifteen (15) days written notice prior to increasing Airport Supervisor's duty hours.
3. COUNTY shall at all times retain the right to enter upon AIRPORT premises with or without prior notification for any purpose.
4. COUNTY shall retain full control of all runways, taxiways, approaches, navigation aids and other facilities of the AIRPORT. Pursuant to Mendocino County Code Chapter 8.64, COUNTY hereby authorizes the use of these facilities by AIRPORT SUPERVISOR, but only to the extent necessary for AIRPORT SUPERVISOR to properly carry out the terms of this Agreement.
5. COUNTY shall establish all tie-down fees, hangar rental rates, vehicle parking fees, billboard space rental rates, prices of aviation fuel and oil and any other fee appropriate for AIRPORT operations. AIRPORT SUPERVISOR shall advise COUNTY of market conditions and make timely recommendations to COUNTY on the fees for services and the prices for aviation fuel and oil.
6. COUNTY shall arrange for delivery and pay for aviation fuel and oil to be sold to the general public at the AIRPORT by the AIRPORT SUPERVISOR. AIRPORT SUPERVISOR shall advise COUNTY of inventory status and advise COUNTY in advance to when purchases should be made.
7. COUNTY shall provide maintenance, repair or replacement of fueling facilities, tie-down areas, hangars, administration building and parking areas. AIRPORT SUPERVISOR shall advise COUNTY as to the need for such maintenance, repair or replacement.
8. COUNTY shall provide water, septic tank, electricity and garbage collection services required for the use of the existing administration building at the AIRPORT.
9. COUNTY shall provide and pay for telephone service to the administration building and yellow page listing changes related thereto. The cost of any telephone extensions and the cost of any long distance calls not directly related to the duties of AIRPORT SUPERVISOR shall be paid for by AIRPORT SUPERVISOR. COUNTY shall bill AIRPORT SUPERVISOR monthly for any such costs.

SECTION III – AIRPORT SUPERVISOR DUTIES

1. AIRPORT SUPERVISOR shall be present on AIRPORT premises and on a five-day, 45 hours per week basis, unless modified by COUNTY. Any modification of the schedule requested by Airport Supervisor shall be submitted in writing to COUNTY for consideration and shall be implemented only upon prior written approval by COUNTY.
2. AIRPORT SUPERVISOR shall check daily operational capabilities and condition of all appurtenant facilities on the AIRPORT. These facilities include, but are not limited to, the radio, runway and taxi lights, night lights, beacon, wind socks, tie-down ropes and wheel chocks. Any burned out light bulbs, broken wheel chocks, tie-down ropes and other minor facilities in need of replacement shall be replaced by AIRPORT SUPERVISOR with materials supplied by COUNTY. AIRPORT SUPERVISOR shall, on a weekly basis, mail to COUNTY a written report on the status of operational capabilities and condition of all appurtenant facilities on a report form approved by COUNTY.
3. AIRPORT SUPERVISOR shall secure all COUNTY facilities and activate all nighttime facilities at the end of each day. Facilities shall also be secured whenever AIRPORT SUPERVISOR, or AIRPORT SUPERVISOR's approved designee, is not present.
4. AIRPORT SUPERVISOR shall dispense aviation fuel and oil at the AIRPORT and collect payment. AIRPORT SUPERVISOR shall also collect fees for tie-downs, hangars, vehicle parking and the billboard. All monies and credit card sales receipts collected by AIRPORT SUPERVISOR shall be transferred to COUNTY as specified below.
5. AIRPORT SUPERVISOR shall record all sales of aviation fuel and oil and all other cash or credit receipts for items such as hangar rental payments, tie-down fee payments, vehicle parking payments and billboard rental payments. AIRPORT SUPERVISOR shall submit a written report of such transactions weekly to COUNTY in accordance with the requirements of COUNTY Cash Receipts Procedures, attached hereto as Exhibit C. AIRPORT SUPERVISOR shall deposit all cash receipts in a bank account established by COUNTY, on a basis prescribed by COUNTY, but no less frequently than weekly. AIRPORT SUPERVISOR shall also transfer to COUNTY all credit card sales receipts on a basis prescribed by COUNTY, but not less frequently than weekly.
6. AIRPORT SUPERVISOR shall, on a monthly basis, mail to COUNTY a written summary report of all cash and credit receipt transactions as referred to above in Section III-5 and in attached Exhibit C, on a form approved by COUNTY.
7. AIRPORT SUPERVISOR shall, on a monthly basis, mail to COUNTY a written status report for monthly rental payments for COUNTY-owned hangars and a

separate report for the monthly permit fee payments for private portable hangars. Both reports shall be on forms approved by COUNTY.

8. AIRPORT SUPERVISOR shall, on a monthly basis, mail to COUNTY a written status report for payments made for vehicle parking and separate written report for billboard rental payments. Both reports shall be on forms approved by COUNTY.
9. AIRPORT SUPERVISOR shall, on a weekly basis, mail to COUNTY a daily use report providing information on arrivals and departures at AIRPORT on a form approved by COUNTY.
10. AIRPORT SUPERVISOR shall take requests for COUNTY hangar space and private portable hangar space on forms prescribed by COUNTY. The official waiting lists for COUNTY hangar space and private portable hangar space will be maintained by COUNTY and dated copies will be sent to and displayed by AIRPORT SUPERVISOR at the AIRPORT.
11. AIRPORT SUPERVISOR shall perform routine janitorial, maintenance and security related duties such as, but not limited to, litter and debris removal on the runway, taxiway, in the vicinity of the hangars, tie-down areas, fuel island, administration building and parking lot, grass and weed removal in the administration building area, keeping the administration building area clean and keeping restrooms clean and properly supplied with paper products and soap.
12. Whenever possible, AIRPORT SUPERVISOR shall make minor and/or emergency repairs of AIRPORT facilities or equipment normally maintained by COUNTY. Said repairs shall be of limited nature and within the capabilities of AIRPORT SUPERVISOR. Any such repairs made by AIRPORT SUPERVISOR shall be documented in the above referenced operational capabilities and condition of appurtenant facilities status report prepared by AIRPORT SUPERVISOR and submitted to COUNTY on a form approved by COUNTY.
13. When directed by COUNTY, AIRPORT SUPERVISOR shall arrange for servicing or repair of AIRPORT facilities or equipment. No services or repairs shall be ordered by AIRPORT SUPERVISOR without prior approval by COUNTY.
14. AIRPORT SUPERVISOR shall record and maintain appropriate records of any and all aviation oriented accidents and/or incidents required to be reported to the FAA and shall also immediately notify COUNTY of such accidents or incidents and of any emergency condition or any repair that may be required to keep the facility operational. AIRPORT SUPERVISOR shall promptly file a written report to COUNTY for any such accidents or incidents.
15. AIRPORT SUPERVISOR shall provide altimeter setting information to pilots by radio in response to requests.

16. AIRPORT SUPERVISOR shall perform all services reasonably required to operate the AIRPORT in the interest of COUNTY and the general public, in accordance with Mendocino County Code Chapter 8.64 or any amendment thereof.

SECTION V – AIRPORT SUPERVISOR DWELLING

1. AIRPORT SUPERVISOR shall be authorized, upon first securing all applicable permits and in accordance with the requirements of those permits, to place one mobile dwelling on the AIRPORT property at a location approved by COUNTY.
2. This dwelling shall be used for residential purposes only by AIRPORT SUPERVISOR (and family) and shall not be used for commercial gain.
3. The dwelling must always be maintained in a neat and presentable condition. COUNTY reserves the right to require the immediate removal of the dwelling anytime it is not being properly maintained or is being used for commercial gain.
4. The dwelling may be connected to existing utilities, at AIRPORT SUPERVISOR's expense, and COUNTY agrees to provide electrical service and maintain the existing septic system and water system. All other utilities used in connection with the dwelling shall be arranged for and paid for by AIRPORT SUPERVISOR.
5. AIRPORT SUPERVISOR recognizes and understands that this Agreement may create a possessory interest held by AIRPORT SUPERVISOR on certain AIRPORT facilities, including but not limited to use of an AIRPORT SUPERVISOR dwelling, and that AIRPORT SUPERVISOR will be required to pay such property taxes levied on such possessory interests.
6. AIRPORT SUPERVISOR shall maintain Homeowner's insurance policy for dwelling and shall furnish to COUNTY proof of said coverage.
7. Upon termination of this agreement for any reason, or in the event of death of AIRPORT SUPERVISOR, the dwelling must be removed from AIRPORT property by AIRPORT SUPERVISOR or his beneficiaries within 30 days of said termination.

EXHIBIT B

PAYMENT TERMS

COMPENSATION FOR SERVICES

For performance of duties herein prescribed, COUNTY will pay AIRPORT SUPERVISOR a monthly fee in the amount of Three Thousand Four Hundred Eighteen Dollars (\$3,418.00). Said fee will be paid at the end of each month that satisfactory service is rendered, upon submission of a written claim by AIRPORT SUPERVISOR on a form approved by the COUNTY. If duty hours are reduced to less than forty-five (45) hours per week, the monthly compensation for services shall be paid on a pro-rata basis.

MILEAGE/INCIDENTAL REIMBURSEMENT

COUNTY shall reimburse AIRPORT SUPERVISOR for mileage incurred on his vehicle used to make weekly bank deposits and for attending periodic meetings with County staff in Ukiah. Reimbursement shall be paid on a monthly basis, at the current standard mileage reimbursement rate as established by COUNTY upon submission of a written claim by AIRPORT SUPERVISOR on a form approved by COUNTY. COUNTY shall also reimburse AIRPORT SUPERVISOR for other incidental expenses as authorized by COUNTY. Reimbursement for mileage and other incidental expenses shall not exceed One Hundred Dollars (\$100) per month.

[END OF PAYMENT TERMS]

EXHIBIT C

CASH RECEIPTS AND PROCEDURES

1. All cash received (which includes cash, checks and credit card sales) for purchases of fuel and oil, rental tie-downs, automobile and RV parking fees and any other revenue generated by the Airport will be recorded on prenumbered Little River Airport Cash Receipts and the numerical sequence of such receipts will be accounted for at all times.
2. Receipts are to be written immediately upon receipt of the funds. There should never be any cash or checks awaiting a written receipt. All County funds should be completely reconcilable at any time. Undeposited cash on hand should always balance with the receipts issued.
3. All receipts are to be filled in completely. They must be dated and signed, the payor should be identified (name of person or entity making the payment) and the cash composition area must be completed (i.e. cash, check, money order, etc.). If payment is made by check, the check number should be entered in the "check" field. Numerical amounts should carry the complete extension including cents even if zero.
4. The cash receipts will be deposited on the basis prescribed by the County of Mendocino, Department of Transportation, but not less than weekly, in a bank account designated by the County of Mendocino, Department of Transportation and the credit card sales receipts will be forwarded to the Department of Transportation with the weekly report noted in Item No. 5 below.
5. A report will be submitted weekly to the Department of Transportation listing all cash receipts for the week in chronological, numerical sequence and will show the amount of cash deposited in the bank. The report will include details of what the cash receipts are for, i.e., fuel sales, hangar rentals, etc. and morning and evening fuel pump readings and "sticking" of fuel tanks for fuel inventory accountability.
6. The COUNTY will supply an imprest petty cash fund that will be reconciled with the week's cash receipts and the bank deposit(s).
7. There should never be any borrowing or trading of any cash on hand except for the purpose of making currency or coin change.
8. The COUNTY reserves the right to audit the imprest petty cash fund and cash receipts for the compliance to procedures and accountability of funds.
9. The COUNTY further reserves the right to change, add or delete these cash receipt procedures, so as to have them best conform to the needs to the COUNTY, by complying with generally accepted accounting procedures and internal controls that any prudent entity would adhere to in the normal course of its business.

EXHIBIT D

MENDOCINO COUNTY CODE

CHAPTER 8.64

AIRPORT RULES AND REGULATIONS

Sec. 8.64.010 - Application.

(A) The following rules and regulations are applicable to public use of airports operated and maintained by the County of Mendocino. All persons using said airports shall be subject to, and governed by, these rules and regulations; administrative rules and regulations as may be adopted by resolution of the Board of Supervisors; all County Ordinances; State and Federal law; and regulations of the Federal Aviation Agency. (Ord. No. 3347, adopted 1981.)

(B) The Airport Manager shall enforce the rules and regulations. Requests for review of a decision of an Airport Manager shall be made in writing to the Director of Public Works. An appeal of a decision of the Director of Public Works may be made, in writing, to the Board of Supervisors. The ruling of the Board of Supervisors shall be final. (Ord. No. 3347, adopted 1981.)

Sec. 8.64.020 - Definitions.

(A) "County" means the County of Mendocino, a political subdivision of the State of California. (Ord. No. 3347, adopted 1981.)

(B) "Airport" means each and every airport and all airport property owned, operated, or controlled by the County of Mendocino. It includes all improvements, facilities and appurtenances. (Ord. No. 3347, adopted 1981.)

(C) "Aircraft" means any contrivance used or designed for navigation in the air, whether self-propelled or not. (Ord. No. 3347, adopted 1981.)

(D) "Airport Manager" means a person so designated under the terms of a contract with County or an employee of County appointed to a job classification entitled Airport Manager or Airport Supervisor. If no person is designated or appointed Airport Manager, it means the County Director of Public Works. (Ord. No. 3347, adopted 1981.)

(E) "Based Aircraft" means any aircraft assigned a reserved parking space, tie-down space, or hangar space; whether or not such assignment is made under a written lease with the County. (Ord. No. 3347, adopted 1981.)

(F) "Operate Aircraft" means the self-propelled, pushed, or towed movement of aircraft on the ground; or movement of aircraft in flight. (Ord. No. 3347, adopted 1981.)

(G) "Maintain Aircraft" means any form of service, maintenance or repair of aircraft. (Ord. No. 3347, adopted 1981.)

(H) "Owner" means the registered and/or legal owner of an aircraft according to the files of the Federal Aviation Agency. (Ord. No. 3347, adopted 1981.)

(I) "Person" means individuals, corporate entities, or public agencies. (Ord. No. 3347, adopted 1981.)

Sec. 8.64.030 - Use of Airport.

(A) **BUSINESS ACTIVITY**—No person, except operators of commercial aircraft on runways and in designated itinerant parking areas, shall use an airport in any manner whatsoever for any commercial, profit, gainful or revenue producing purpose; including, without limitation, flight instruction or maintenance of aircraft; without written approval of County. No persons shall solicit funds for any purpose on an airport without written consent of the County Director of Public Works. No person shall distribute, post, or display any commercial or noncommercial signs, circulars, handbills, or advertisements on an airport without written consent of the County Director of Public Works. (Ord. No. 3347, adopted 1981.)

(B) **PARKING OF AIRCRAFT**—No person shall park any aircraft in any area not designated for such purpose without prior consent of the Airport Manager. Parked aircraft shall have parking brakes set and/or wheels blocked to prevent movement. Parked aircraft shall be firmly secured to the ground by ropes or other appropriate means when left unattended. No aircraft shall be taxied under its own power into or out of any hangar. Aircraft shall be halted and all engines stopped a minimum of twenty-five (25) feet before entering any hangar. (Ord. No. 3347, adopted 1981.)

(C) **AIRCRAFT PARKING CHARGES**—Itinerant and reserved parking of aircraft in designated areas shall be subject to such fees as may be established by resolution of the Board of Supervisors, as may be agreed upon between aircraft owner or operator and County, or as may be established by an Airport Manager pursuant to the terms of said Manager's agreement with County. (Ord. No. 3347, adopted 1981.)

(D) **CHARTER AND AIR TAXI FLIGHT OPERATION CHARGES**—Operations of air charter and air taxi operators, including, but not limited to, passengers, freight, express, or cargo carrying movements of aircraft from an airport shall be subject to such fees as may be established by resolution of the Board of Supervisors. (Ord. No. 3347, adopted 1981.)

(E) **FIXED BASE OPERATIONS**—A fixed base operator is defined as a person, partnership, corporation, unincorporated association; their assignees or sublessees; which operate a business upon County airports. Fixed base operations shall be permitted at the Mendocino County Airport at Little River and at the Round Valley Airport pursuant to the terms and conditions of an agreement between the operator and the Board of Supervisors. The agreement shall require a reasonable fee to be paid to County by the operator. (Ord. No. 3347, adopted 1981.)

(F) **CAR RENTAL OPERATIONS**—No person shall operate a car rental service at an airport without approval of the Board of Supervisors. (Ord. No. 3347, adopted 1981.)

(G) **RENTAL OF HANGARS**—Rental of hangars, protective structures, shelters, or reserved parking spaces provided by County shall be subject to such fees as may be established by resolution of the Board of Supervisors or as may be established by an Airport Manager pursuant to the terms of said Manager's agreement with County. (Ord. No. 3347, adopted 1981.)

(H) **INSTALLATION OF PRIVATELY OWNED HANGARS**—Individual owners of aircraft may, subject to the terms and conditions of an agreement between said owner and the Board of Supervisors, install portable or relocatable hangars, protective structures or shelters at locations on the airport designated by the Director of Public Works.

Applications shall be submitted in writing to the Director of Public Works. The Board of Supervisors may deny the application if it is determined that the requested installation would not be compatible with efficient and secure operation of the airport as a public facility or if the requested application would not be in the best public interest. (Ord. No. 3347, adopted 1981.)

- (I) SALE OF AVIATION FUELS—No person, firm or corporation shall bring, store, use, or distribute aviation fuel or lubricants on an airport except as may be authorized by County. County shall be the sole distributor of aviation fuel at an airport or shall provide by contract for the manner of distribution. (Ord. No. 3347, adopted 1981.)
- (J) NON-PROFIT, NON-COMMERCIAL FLYING CLUBS—Non-profit, non-commercial flying clubs shall be subject to the same user fees as owners and operators of non-commercial aircraft. (Ord. No. 3347, adopted 1981.)
- (K) TRASH AND DEBRIS REMOVAL—All persons using an airport shall be responsible for the cleanliness of their respective areas and for the removal of all trash and debris originating from said persons use of a designated area. (Ord. No. 3347, adopted 1981.)
- (L) REPORT OF DAMAGE—Any damage to, or malfunctioning of buildings, structures, utilities, traffic control devices, or other airport property shall be promptly reported to the Airport Manager. (Ord. No. 3347, adopted 1981.)

Sec. 8.64.040 - Operation of Aircraft.

- (A) COMPLIANCE WITH LAWS AND REGULATIONS—No person shall operate or maintain any aircraft at an airport except in strict conformity with all ordinances, rules, and regulations of County, State and all applicable regulations of the Federal Aviation agency. (Ord. No. 3347, adopted 1981.)
- (B) LANDING AND TAKE-OFF—All aircraft shall land and take-off only on designated runways. (Ord. No. 3347, adopted 1981.)
- (C) ENGINE STARTING AND RUN-UPS—No aircraft engine shall be started or run-up in any hangar or when the aircraft is tailed toward hangar doors or positioned in such a manner as to constitute a danger to persons or property. All engine run-ups and tests shall be performed only in areas and at such times as shall be designated by the Airport Manager. No engine affixed to an aircraft shall be started or operated unless a qualified aircraft operator is in the aircraft attending to the controls. (Ord. No. 3347, adopted 1981.)
- (D) TAXIING OF AIRCRAFT—Aircraft shall be taxied at all times at a slow and reasonable speed, in a safe manner, and under control of a qualified operator. Except as may be specifically directed otherwise, all aircraft operators shall taxi at their own discretion. (Ord. No. 3347, adopted 1981.)

Sec. 8.64.050 - General.

- (A) DAMAGE TO AIRPORT—Any person causing damage to an airport or any airport property shall be responsible for the cost of repair or replacement. All damage shall be promptly reported to the Airport Manager. (Ord. No. 3347, adopted 1981.)
- (B) DAMAGED AIRCRAFT—Witnesses to and participants in any accident or damage to aircraft occurring at an airport shall promptly make a full report of such damage or accident to the nearest Federal Aviation Agency Safety Officer and to the Airport Manager. Aircraft operators, owners, or their agents shall be responsible for, and shall cooperate and assist in the prompt removal of damaged aircraft parts, property, or debris resulting from any accident, provided, however, that the Airport Manager or officials of the Federal Aviation Agency, may prohibit the movement or removal of any damaged aircraft or property. (Ord. No. 3347, adopted 1981.)
- (C) DAMAGE TO PROPERTY—No person shall destroy or damage any building, structure, facility, sign, marker, tree, flower, shrub, lawn, or other property on an airport, except in connection with a County authorized encroachment or in connection with airport construction, reconstruction or maintenance of the facilities by County. (Ord. No. 3347, adopted 1981.)

(D) USE OF ROADS AND WALKS—No person shall operate any vehicle or travel on an airport in any manner except on roads, walks, paths, and areas provided for the particular means of travel. No obstructions shall be permitted on any road, walk, or path without written approval of County. (Ord. No. 3347, adopted 1981.)

(E) FIREARMS—No person except peace officers, authorized federal, state, or County employees, or members of the armed forces of the United States on official duty shall carry firearms or explosives on an airport without prior consent of the Airport Manager. No person shall hunt, conduct target practice, or discharge firearms on an airport. (Ord. No. 3347, adopted 1981.)

(F) ANIMALS—No person shall enter the runway area of an airport with any animal. Animals may be permitted in other areas of an airport if restrained by leash or confined in such manner as to be under control. (Ord. No. 3347, adopted 1981.)

Sec. 8.64.060 - Fire Safety Regulations.

All persons using an airport for any reason shall comply with all fire safety regulations administered by responsible federal, state or County agencies. (Ord. No. 3347, adopted 1981.)

Sec. 8.64.070 - Liability.

ASSUMPTION OF LIABILITY—The privilege of using an airport and its facilities is conditioned upon the assumption of full responsibility, liability, and risk by the user thereof; and the County of Mendocino, its agents and employees, shall not be liable for loss, damage, or injury to persons or property arising out of any accident, of any nature whatsoever, or from any cause whatsoever including, but not limited to, fire, theft, vandalism, wind, flood, earthquake, collision, or act of God. (Ord. No. 3347, adopted 1981.)

Sec. 8.64.080 - Penalty.

(A) Any person operating, using, or handling any aircraft, vehicle, equipment, or apparatus, or using an airport or any of its facilities in violation of these rules and regulations or who refuses to comply therewith, shall be subject to immediate removal by the Airport Manager and may be permanently deprived of any further use of an airport or its facilities for such length of time as may be required to insure the safeguarding of the airport and the public.

(B) Any person operating, using, or handling any aircraft, vehicle, equipment, or apparatus, or using an airport or any of its facilities in violation of these rules and regulations or who refuses to comply therewith, is guilty of an infraction. (Ord. No. 3347, adopted 1981, as amended by Ord. No. 3584, adopted 1985.)