

LITTLE RIVER AIRPORT
FIXED BASE OPERATOR LEASE AGREEMENT
AND
AIRPORT PERMIT

THIS AGREEMENT ("Agreement" or "Lease and Airport Permit"), entered into this 16th day of August, 2016, by and between Mendocino County, hereinafter called "COUNTY", and MARY FAIRBANKS, DBA "AIR GALORE", a sole proprietorship, hereinafter called "LESSEE/PERMITTEE", an independent contractor.

WHEREAS, COUNTY owns and operates the Little River Airport (hereinafter called "AIRPORT") located near the Community of Little River, Mendocino County, State of California; and

WHEREAS, LESSEE/PERMITTEE desires to lease certain lands and facilities at AIRPORT for the purposes of conducting a fixed base operation offering services as hereinafter more particularly defined in Exhibit A; and

WHEREAS, COUNTY is willing to lease lands and/or facilities on a short term basis, as hereinafter more particularly defined, and to grant LESSEE/PERMITTEE an Airport Permit as desired upon the terms, conditions, and considerations hereinafter prescribed.

NOW THEREFORE, in consideration of the premises, conditions, and covenants herein contained, COUNTY and LESSEE/PERMITTEE agree as follows:

SECTION I --- COUNTY AGREES:

- A. COUNTY does hereby lease to LESSEE/PERMITTEE, beginning September 20, 2016, and ending September 20, 2017 and subject to the conditions and covenants herein, those certain lands and/or facilities at AIRPORT listed as follows, and as more specifically shown on Exhibit C of this Agreement:
- (1) The Green Building, also known as "The Old Coast Flyers Building," located adjacent to the westerly side of the Airport access road. COUNTY makes no warranty or guarantee as to the condition of the Green Building.
 - (2) County Hangar Spaces #1 and #2, also known as the "FBO Hangar," located across the access road to the southwesterly side of the Green Building. COUNTY makes no warranty or guarantee as to the condition of County Hangar Spaces #1 and #2.
- B. Subject to the conditions and covenants herein, COUNTY does hereby grant LESSEE/PERMITTEE permission to conduct a fixed base operation at AIRPORT, on lands and/or within facilities herein leased to

LESSEE/PERMITTEE, offering to the public those services as more particularly defined in Exhibit "A" attached hereto and incorporated herein by reference.

- C. Subject to the conditions and covenants herein, COUNTY does hereby grant LESSEE/PERMITTEE permission for the sale of jet fuel on airport premises. LESSEE/PERMITTEE is permitted to operate, at its expense, two fueling vehicles, each up to a maximum capacity of 6,000 U.S. gallons.
- D. Subject to the conditions and covenants herein, LESSEE/PERMITTEE shall have the right to the enjoyment and peaceful possession of the lands and/or facilities hereby leased and the nonexclusive right of ingress and egress thereto for employees, customers and invitees across established AIRPORT roadways or walkways.
- E. Subject to the conditions and covenants herein, subject to all applicable airport rules and regulations and subject to those fees as may now be established or may in the future be established; LESSEE/PERMITTEE and its agents, employees, customers, and invitees thereto shall have the nonexclusive right of use, in common with the aviation public, of the runway and airport appurtenant facilities including aircraft parking areas and ground vehicle parking area.
- F. COUNTY agrees to accept LESSEE/PERMITTEE payments as specified in Paragraph II-C hereof as full compensation for the Lease and Airport Permit hereby granted.

SECTION II – LESSEE/PERMITTEE AGREES:

- A. LESSEE/PERMITTEE shall obey all applicable laws, rules and regulations of the United States, State of California and County of Mendocino together with all lawful orders, regulations and directives of any authorized representative of County. LESSEE/PERMITTEE shall obtain and maintain at LESSEE/PERMITTEE'S expense, all necessary licenses and permits. This Agreement and Permit shall be subordinate to the provisions in any existing and future agreements between COUNTY and the United States of America or any agency or administrative arm thereof.
- B. LESSEE/PERMITTEE shall not conduct any business activities at AIRPORT except those specifically defined in SECTION I-C and I-D herein. LESSEE/PERMITTEE shall not operate any concessions or provide any services that would be in competition with those services or concessions provided by the Airport Supervisor as agent for COUNTY pursuant to the terms of the Airport Supervisor's contract with COUNTY for providing certain management services at AIRPORT.
- C. LESSEE/PERMITTEE shall be responsible for all maintenance, upkeep, repair and servicing of fueling equipment and facilities. Fueling vehicles must be equipped with metering devices meeting all legal requirements. Each refueling vehicle and all refueling equipment shall be equipped and maintained to comply

with all federal, state and local safety and fire prevention requirements, standards and regulatory measures.

- D. LESSEE/PERMITTEE shall bear sole responsibility for complying with all federal, state and local laws, rules and regulations which may apply for the storage and dispensing of aviation fuels, and LESSEE/PERMITTEE shall keep in effect and post in a prominent place all necessary and/or required licenses or permits. LESSEE/PERMITTEE shall provide, at its sole cost and expense, any insurance or evidence of financial responsibility in sufficient amounts, as may be required by any agency having jurisdiction including the COUNTY.
- E. LESSEE/PERMITTEE shall have an approved written Spill Prevention Control and Countermeasure Plan that meets Environmental Protection Agency regulations. LESSEE/PERMITTEE shall report to COUNTY any spillage of aviation fuel or any other hazardous substance in excess of twenty five (25) gallons or the minimum amount required to be reported to COUNTY as specified in the Spill Prevention Control and Countermeasure Plan, whichever is the lesser amount.
- F. Personnel engaged in dispensing aircraft fuels, accepting shipments and aircraft handling operations shall be properly trained in all associated safety procedures and shall conform to the best practices of such operations. This includes meeting the standards of NFPA and FAA Advisory Circular 150/5230-4, Appendix 7, Minimum Standards for Fuel Storage, Handling, and Dispensing on Airports, Paragraph 4. Fueling Personnel, Subparagraphs b and c., and all other applicable laws, rules and regulations.
- G. LESSEE/PERMITTEE shall maintain leak free all facilities associated with the storage of fuel and, additionally, comply with all federal, state and local laws and regulations pertaining to the storage and handling of such products. LESSEE/PERMITTEE shall be responsible for complying with cleanup requirements of federal, state and local governments in the event of leakage or spills of fuel as well as assuming the cost associated with such cleanup. LESSEE/PERMITTEE shall be liable and indemnify the COUNTY for all leaks, spills or other damage that may result through the handling and dispensing of fuel. All costs of containing or cleanup of spillage shall be the direct responsibility of LESSEE/PERMITTEE. Any fines, judgments, or cleanup costs mandated by the United States Environmental Protection Agency, its designated agency, or any other agency having legal jurisdiction, levied against the COUNTY shall be borne entirely by LESSEE/PERMITTEE.
- H. Fuel dispensed by LESSEE/PERMITTEE shall meet quality specifications as outlined in American Society for Testing Materials standards. Ensuring the quality of the fuel is the responsibility of the LESSEE/PERMITTEE. LESSEE/PERMITTEE shall be liable and indemnify the COUNTY for all fines, judgments or costs associated with the quality of the fuel.
- I. (1) As compensation for the Lease herein granted

LESSEE/PERMITTEE shall pay COUNTY One Hundred Twenty Five Dollars (\$125.00) per month. Said amount shall be paid to COUNTY in advance on or before the first day of each month.

- (2) As compensation for the Airport permit herein granted LESSEE/PERMITTEE shall pay COUNTY two (2) percent of LESSEE/PERMITTEE'S gross revenue each quarter (three-month interval) from business activity (except for fuel sales) on the AIRPORT. The permit fee shall be paid on or before the last day of the month following the quarter said revenues are received. Payment shall be accompanied by a certified statement prepared by LESSEE/PERMITTEE of the amount of gross revenue received.
- (3) LESSEE/PERMITTEE shall pay fuel flowage fees to COUNTY at the rate of \$0.12 (twelve cents) per U.S. gallon of fuel dispensed by LESSEE/PERMITTEE including fuels used by LESSEE/PERMITTEE in its own operations. These fees shall be paid on or before the last day of the month following the quarter said revenues are received. Payment shall be accompanied by a certified statement prepared by LESSEE/PERMITTEE of the amount of fuel dispensed.

LESSEE/PERMITTEE shall maintain records that identify the number of gallons of fuel purchased by the LESSEE/PERMITTEE and delivered to LESSEE/PERMITTEE customer aircraft and/or dispensed by LESSEE/PERMITTEE at the Airport. Records shall be made available for review by the COUNTY or its designated representative.

- (4) Failure of LESSEE/PERMITTEE to pay the prescribed amounts at the prescribed time shall constitute a breach of this Agreement and shall be cause for termination of the Lease and Airport Permit by COUNTY.
- J. LESSEE/PERMITTEE shall maintain complete accounting records of all business activities at AIRPORT in a manner consistent with good accounting practices. LESSEE/PERMITTEE shall make said accounting records available for inspection and audit by COUNTY or COUNTY'S designee at any time during normal business hours.
- K. NONDISCRIMINATION – In connection with business activities at AIRPORT as herein authorized, LESSEE/PERMITTEE shall neither discriminate, nor permit discrimination, against any person, or group of persons, on the basis of race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Veteran's status, or political affiliation,. LESSEE/PERMITTEE shall furnish services on a fair, equal and nondiscriminatory basis and charge fair, reasonable and nondiscriminatory prices for said services.
- L. COMPLIANCE WITH COUNTY CODE AND NON INTERFERENCE - LESSEE/PERMITTEE shall comply with and observe all regulations applicable to the operation of the AIRPORT as set forth in Section 8.64 of the Mendocino County Code including, but not limited to, recognition of the role and

responsibilities of the Airport Supervisor. LESSEE/PERMITTEE shall not disrupt, hinder or interfere with the County's operation of the AIRPORT or with any service or transportation provider having access to the AIRPORT.

- M. HOLD HARMLESS, INDEMNIFICATION, AND INSURANCE – LESSEE/PERMITTEE at its sole expense, shall comply with the hold harmless, indemnification, and insurance coverage provisions as specified in Exhibit "B" attached hereto and incorporated herein by reference.
- N. PERFORMANCE SURETY – Throughout the life of this Agreement and Permit, LESSEE/PERMITTEE shall furnish COUNTY an approved instrument of credit or cash deposit in the amount of \$500.00 guaranteeing faithful performance by LESSEE/PERMITTEE of each and every covenant, condition, promise, and representation made, and agreed to be performed, by LESSEE/PERMITTEE. Failure by LESSEE/PERMITTEE to abide by the covenants, conditions, promises, or representations made herein shall result in forfeiture of the performance surety.

Neither this provision nor the amount forfeited there under are intended to constitute a limitation of LESSEE/PERMITTEE'S liability for damages to County in the event of LESSEE/PERMITTEE'S failure to perform each and every covenant, condition, promise and representation made by LESSEE/PERMITTEE.

- O. Maintenance and janitorial requirements of facilities leased to LESSEE/PERMITTEE, or of facilities constructed by LESSEE/PERMITTEE on lands leased to LESSEE/PERMITTEE shall be provided by LESSEE/PERMITTEE at no cost to COUNTY. LESSEE/PERMITTEE hereby agrees to, and shall, keep said buildings and incidental premises in an orderly and well kept manner at all times free and clear of refuse, debris, unsightly weeds, junk aircraft and parts and all other similar items. Authorized employees or agents of COUNTY shall have the right to enter all facilities on lands of AIRPORT for the purpose of inspection of said facilities. When so directed by COUNTY, or an authorized representative of COUNTY, LESSEE/PERMITTEE shall, within seven (7) days of receipt of written notice thereof, perform any maintenance or remove any refuse, debris, unsightly weeds, junk aircraft and parts and all other similar items.
- P. LESSEE/PERMITTEE recognizes and understands that this Agreement and Permit will create a possessory interest (in LESSEE/PERMITTEE'S name) that will be subject to property taxation. LESSEE/PERMITTEE agrees to, and shall, pay any possessory interest or other tax, which may be levied as a result of the right granted herein.

SECTION III – MUTUALLY AGREED

- A. This Airport Permit shall be in common with all other operators so authorized and shall not be construed to grant LESSEE/PERMITTEE any preferential or exclusive right of use of AIRPORT or any other facilities except those lands or

facilities herein leased to LESSEE/PERMITTEE. Permission hereby granted to conduct a fixed base operation at AIRPORT is nonexclusive and shall not prohibit COUNTY from granting the same or similar permission to other operators. COUNTY reserves the right to develop or improve airport facilities as COUNTY deems to be in the public interest regardless of the desire or view of LESSEE/PERMITTEE and without interference or hindrance of LESSEE/PERMITTEE.

- B. LESSEE/PERMITTEE shall not assign, subcontract, delegate, transfer, sublet nor underlet any portion of this Agreement and Permit or any duties or obligations hereunder without the COUNTY's prior written approval.
- C. LESSEE/PERMITTEE shall not make any additions, alterations, or modifications to those certain lands and/or facilities hereby leased without written approval thereof by COUNTY through its Director of Transportation. All repairs to, remodeling, or installation of fixtures in, those certain lands and/or facilities hereby leased to accommodate LESSEE/PERMITTEE'S operations, shall be accomplished by LESSEE/PERMITTEE as approved by COUNTY at the sole expense of LESSEE/PERMITTEE.
- D. Color of exterior surface of all buildings, whether installed by COUNTY or LESSEE/PERMITTEE, shall be subject to approval by COUNTY through its Director of Transportation.
- E. LESSEE/PERMITTEE may, as approved by COUNTY through its Director of Transportation, install a sign, or signs, on those certain lands and/or facilities hereby leased. All signs shall be in good taste and compatible as to size, shape and illumination with its surroundings.
- F. LESSEE/PERMITTEE shall provide, at its sole expense, all utilities including, but not limited to, water supply (for use other than the restroom), sewer disposal (for use other than the restroom), electricity and telephone required to accommodate LESSEE/PERMITTEE'S operation on AIRPORT. Hookups for electricity, telephone, installation of wells and sewer disposal systems shall be accomplished in accordance with all applicable permit procedures and regulations and location thereof shall be subject to approval by COUNTY through its Director of Transportation.
- G. Employees or authorized agents of COUNTY shall have the right to enter onto, or into, those certain lands and/or facilities hereby leased, and into such facilities as may be constructed thereon by LESSEE/PERMITTEE, for the purpose of inspection to determine compliance with all provisions and conditions of this Agreement and Permit. Except in emergency situations, inspections shall be made during normal business hours.
- H. 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.

- I. VENUE: All lawsuits relating to this contract must be filed in Mendocino County Superior Court, Mendocino County, California.
- J. 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.
- K. ADVERTISING OR PUBLICITY: LESSEE/PERMITTEE 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.
- L. 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 LESSEE/PERMITTEE 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.
- M. HEADINGS: Herein are for convenience of reference only and shall in no way affect interpretation of this Agreement.

SECTION IV – AMENDMENT AND TERMINATION

- A. 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.
- B. This Agreement will automatically terminate September 20, 2017 (“termination date”), unless terminated earlier in accordance with the provisions in Paragraph B and C hereinafter or otherwise extended by written amendment to this Agreement duly executed by both parties.
- C. This Agreement and Permit may be terminated without cause by either party upon thirty (30) days written notice from either party to the other.
- D. Notwithstanding any other provision of this Agreement and Permit, COUNTY hereby reserves the right to terminate this Agreement and Permit immediately,

without liability for any loss that may be sustained by LESSEE/PERMITTEE as a result of such termination, upon the occurrence of any one or more of the following events:

- (1) Interference in any way by LESSEE/PERMITTEE, or its agents, employees, guests, or invitees, with the management and control of the AIRPORT by the Department of Transportation and its agents.
 - (2) Inappropriate conduct by LESSEE/PERMITTEE, or its agents, employees, guests, or invitees, in the form of verbal or physical abuse, aggressive behavior and/or threatening confrontations, with County personnel or its agents, residents, users of the AIRPORT and/or the general public.
 - (3) Continued violation by LESSEE/PERMITTEE, or its agents, employees, guests, or invitees, of any term or condition of this Agreement and Permit ten (10) days after COUNTY has given LESSEE/PERMITTEE written notice thereof.
 - (4) Any material breach by LESSEE/PERMITTEE, or its agents, employees, guests, or invitees, of any provision of this Agreement and Permit.
 - (5) A permanent inability of LESSEE/PERMITTEE to conduct its business activities at AIRPORT or the abandonment or discontinuance by LESSEE/PERMITTEE of operations at AIRPORT for a period of thirty (30) days or more.
 - (6) The filing by, or against, LESSEE/PERMITTEE of any petition in bankruptcy whether voluntary or involuntary.
 - (7) The making or entering into, by LESSEE/PERMITTEE, of any general assignment for the benefit of creditors.
 - (8) The Federal Government exercising its preemptive rights to AIRPORT under the terms of the "CANCELLATION OF LEASE" Agreement between the United States of America and COUNTY.
- E. Upon termination of this Agreement and Permit any and all improvements made or installed by LESSEE/PERMITTEE on Airport; except accessory fixtures, equipment, or furniture removed by LESSEE/PERMITTEE prior to termination; shall become the property of COUNTY.
- F. The termination date of this Agreement may be extended by mutual agreement of the parties for up to two (2) additional one (1) year periods, for a maximum total Agreement term of three (3) years.

SECTION V – NOTICE

- A. Written correspondence directed to LESSEE/PERMITTEE or services of notices upon LESSEE/PERMITTEE shall be address as follows:

Mary Fairbanks
43001A Little River Airport Road
Little River, CA 95456

- B. Written correspondence directed to COUNTY or service of notices upon COUNTY shall be addressed as follows:

Mendocino County Board of Supervisors
c/o Department of Transportation
340 Lake Mendocino Drive
Ukiah, CA 95482

SECTION VI – PARTIAL INVALIDITY

- A. Should any part of this agreement for any reason be declared invalid, such decision shall not affect the validity of any remaining portion, which remaining portion shall remain in force and effect as if this agreement had been executed with the invalid portion thereof eliminated, and it is hereby declared the intention of the parties that they would have executed the remaining portion of this agreement without including any such part, parts, or portions which may, for any reason, be hereafter declared invalid.

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

**DEPARTMENT OF TRANSPORTATION
FISCAL REVIEW:**

By: Howard N. Dashiell 2/15/16
HOWARD N. DASHIELL DATE

Budgeted: ☐ Yes ☒ No

Budget Unit: 3060

Line Item: 824200

Grant: ☐ Yes ☒ No

Grant No.: _____

LESSEE/PERMITTEE

By: Mary Fairbanks 8.22.16
MARY FAIRBANKS Date

NAME AND ADDRESS OF LESSEE/PERMITTEE:

MARY FAIRBANKS
43001A Little River Airport Rd
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 OF MENDOCINO

By: Dan Gjerde SEP 20 2016
DAN GJERDE, Chair
BOARD OF SUPERVISORS

ATTEST:

CARMEL J. ANGELO, Clerk of said Board

By: Karlene Van Hagen SEP 20 2016
Deputy

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: Karlene Van Hagen SEP 20 2016
Deputy

INSURANCE REVIEW:

RISK MANAGER

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

COUNTY COUNSEL REVIEW:

APPROVED AS TO FORM:

KATHARINE L. ELLIOTT,
County Counsel

By: M. K.
Deputy

FISCAL REVIEW:

By: [Signature]
Deputy CEO/Fiscal

EXECUTIVE OFFICE REVIEW:

APPROVAL RECOMMENDED

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

Signatory Authority: \$0-25,000 Department; \$25,001- 50,000 Purchasing Agent; \$50,001+ Board of Supervisors
Exception to Bid Process Required/Completed ☐ _____

LITTLE RIVER AIRPORT

LEASE AGREEMENT AND AIRPORT PERMIT

EXHIBIT "A"

List of business activities LESSEE/PERMITTEE may conduct on the airport:

1. Aircraft Rental
2. Car and Bicycle Rental
3. Pilot Instruction/Training (Ground School and Flight Training)
4. Sale of Pilot Supplies (Log Books, Charts, Etc.)
5. Sale of Food Snacks and Soft Drinks
6. Aircraft Maintenance
7. Sale of Jet Fuel

LITTLE RIVER AIRPORT
LEASE AGREEMENT AND AIRPORT PERMIT

EXHIBIT "B"

LESSEE/PERMITTEE INSURANCE REQUIREMENTS

LESSEE/PERMITTEE, at its expense, shall secure and maintain at all times during the life of this Agreement and Permit insurance as set forth below with insurance companies acceptable to the COUNTY to protect COUNTY, its elected or appointed officials, employees and volunteers and LESSEE/PERMITTEE from claims which may arise from operations of LESSEE/PERMITTEE or anyone directly or indirectly employed by LESSEE/PERMITTEE.

LESSEE/PERMITTEE shall not continue to occupy any buildings or carry on any operations on the AIRPORT unless all insurance required hereunder has been submitted to and accepted by COUNTY. Failure to submit proof of insurance as required herein shall result in immediate termination of this Agreement and Permit.

Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve LESSEE/PERMITTEE for liability in excess of such coverage, nor shall it preclude the COUNTY from taking such other action as is available to it under any other provisions of the Agreement and Permit or otherwise in law.

LESSEE/PERMITTEE agrees to indemnify and hold harmless the COUNTY, its elected or appointed officials, employees or volunteers against any claims, actions or demands against them, or any of them, and against any damages, liabilities or expenses, including costs of defense and attorney's fees, for personal injury or death or loss or damage to property, or any or all of them, arising out of or in any way connected with LESEE/PERMITTEE, its officers, agents, employees and assignees use of AIRPORT as provided for in this Agreement and Permit.

LESSEE/PERMITTEE shall furnish to COUNTY certificate(s) of insurance evidencing Workers' Compensation Insurance coverage to cover its employees as required by the Labor Code of the State of California.

LESSEE/PERMITTEE shall furnish to COUNTY certificates of Insurance evidencing at the minimum the following:

1. Public Liability-Bodily Injury (not auto or aircraft)
\$1,000,000 each occurrence
2. Public Liability-Property Damage (not auto or aircraft)
\$1,000,000 each occurrence

-----Or-----

Combined Single Limit Bodily Injury Liability and Property Damage Liability (not auto or aircraft)
\$1,000,000 each occurrence.

Public Liability coverage will include endorsement(s) for Products Liability and Completed Operations.

3. Vehicle (auto)-Bodily Injury \$250,000 each person; \$500,000 each occurrence.
4. Vehicle (auto)-Property Damage \$500,000 each occurrence.

-----or-----

Combined Single Limit Vehicle (auto) Bodily Injury and Property Damage Liability
\$500,000 each occurrence.

5. Vehicle (aircraft)-Bodily Injury \$1,000,000 each occurrence.
6. Vehicle (aircraft)-Property Damage \$1,000,000 each occurrence.

-----or-----

Combined Single Limit Vehicle (aircraft) Bodily Injury and Property Damage Liability
\$1,000,000 each occurrence.

7. Fire insurance coverage in the minimum amount of \$10,000 to insure replacement/repair of any structures or improvements occupied or installed by LESSEE/PERMITTEE. In lieu of the prescribed fire insurance LESSEE/PERMITTEE may file with COUNTY a cash deposit or instrument of credit acceptable to COUNTY and in the amount of \$10,000 insuring replacement/repair, in the event of fire, of any structures or improvements occupied or installed by LESSEE/PERMITTEE.

Each Certificate of Insurance provided above (with the exception of Workers' Compensation) shall be accompanied by an endorsement, properly executed by an officer of the issuing company, stating:

1. Name the County of Mendocino, its elected or appointed officials, employees, agents and volunteers as additional insured with regard to damages and defense of claims arising from: (a) activities performed by or on behalf of the Named Insured, (b) products and completed operations of the Named Insured, (c) Premises owned, leased or used by the Named Insured, or (d) Ownership, operation, maintenance, use, loading or unloading of any vehicle owned, leased, hired or borrowed by the Named Insured, regardless of whether liability is attributable to the Named Insured or a combination of the Named Insured and the County of Mendocino, its elected or appointed officials, employees, agents and volunteers.
2. Provide that as respects: (a) work performed by the Named Insured on behalf of the County of Mendocino; or (b) products sold by the Named Insured to the County of Mendocino; or (c) premises leased by the Named Insured from the County of Mendocino;

or (d) ownership, operation, maintenance, use, loading or unloading of any vehicle owned, leased, hired or borrowed by the Named Insured, the insurance afforded by this policy shall be primary insurance as respects the County of Mendocino, its elected or appointed officials, employees, agents and volunteers; or stand in an unbroken chain of coverage excess of the Named Insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the County of Mendocino, its elected or appointed officials, employees, agents, and volunteers shall be excess of this insurance and shall not contribute with it.

3. Restatement of limits of coverage of policy.

4. SEVERABILITY OF INTEREST

Provide that the inclusion of more than one named insured shall not operate to impair the rights of one insured against another insured, and the coverage afforded shall apply as though separate policies had been issued to each insured.

5. Stipulate that failure to comply with reporting procedures of policy shall not affect coverage provided to the County.

6. As applies to claims made policies with aggregate only, provide that the limits of insurance afforded by this policy shall not fall below the minimum requirements of the County of Mendocino without written notice to the County of Mendocino. Such notice shall be addressed to: County of Mendocino

501 Low Gap Road
Room 1090
Ukiah, CA 95482
ATTN: Risk Management

7. Provide that the insurance afforded by this policy shall not be suspended, voided, cancelled, non-renewed or reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the County of Mendocino. Such notice shall be addressed to: County of Mendocino

501 Low Gap Road
Room 1090
Ukiah, CA 95482
ATTN: Risk Management

Exhibit "C"

Little River Airport Map

FBO
Building

BIG
HANGAR

No. 2 No. 1

No. 3 No. 4 No. 5 No. 6

A

B

C

D

11-1

11-2

11-3

11-4

11-4A

11-5

11-6

11-7

11-8

11-9

11-10

11-11

11-12

OFFICE

AVGAS

