

NEVADA COUNTY AIRPORT

Minimum Standards For Aeronautical Service Activities



Effective April 22, 2008

**MINIMUM STANDARDS
FOR AERONAUTICAL ACTIVITIES AT
NEVADA COUNTY AIRPORT**

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INTRODUCTION

The Nevada County Airport is owned and operated by the County of Nevada, a political subdivision of the State of California. Federal law mandates the owner or operator of an airport, developed or improved with Federal grant assistance, is required to operate the airport according to minimum standards for the benefit of the public and make it available for all types of aeronautical activity. Such standards must ensure no compromise of safety and efficiency in airport activities.

Purpose of Standards:

The County of Nevada Minimum Standards for conducting business, any commercial aeronautical services activities, are established to protect the interests of Airport Tenants, Users and the Citizens of Nevada County by:

Ensuring that airport users, tenants and the Citizens of Nevada County receive non-discriminatory, reliable, quality service from all Airport Business Operators.

Ensuring that Operators who engage in commercial activity at the Nevada County Airport receive fair and equitable treatment and are given the opportunity to receive a fair and reasonable return on their investment.

Ensuring the stability and economic viability of business operators by requiring that Operators practice sound business management practices and deliver quality service.

The County agrees to make the airport available to any person who meets reasonable minimum standards. In exchange for this opportunity, airport users agree to comply with the minimum standards. Permission granted by the County to use the Airport and its facilities shall be at all times conditioned upon the assumption of full responsibility by every person exercising or taking advantage of such permission.

The following minimum standards and requirements have been established in the public interest to promote safety in all airport activities, maintain a high quality of service for airport users, enhance the availability of products and services and promote the economic development of the airport.

Requests for changes or amendments to the Minimum Standards will be submitted to the Airport Manager for appropriate action.

Broad distribution of these Standards will be made including, but not limited to:

- all owners of aircraft based at Nevada County Airport
- all businesses on airport property
- all tenants

- frequent users of the airport as identified by the Airport Manager
- fixed base and independent operators
- new tie down and hangar applicants.

ORGANIZATION OF THE STANDARDS

These standards are separated into ADMINISTRATIVE STANDARDS and REGULATORY STANDARDS. Where appropriate, the standards apply to both aeronautical service providers and users of the Nevada County Airport.

PART ONE - ADMINISTRATIVE STANDARDS

These standards apply to both commercial and individual aeronautical service activities at the airport. They deal with the business relationships with Nevada County and define standards for all users. Violations of these standards could result in suspension of operating permits, removal from the airport and up to and including civil fines.

Interpretation and application of these Administrative Standards is the responsibility of the Airport Manager. Decisions may be appealed to the Airport Commission and the Nevada County Board of Supervisors.

PART TWO - REGULATORY STANDARDS

These standards are designed to address public safety concerns and the orderly use of airport property by commercial operators and any user of the airport. Violations of these standards may be infractions or misdemeanors and could result in citations or arrests and criminal charges being filed and adjudicated in the criminal courts.

At the option of the County, persons who violate this section may also be denied access to the airport.

DEFINITION OF TERMS USED IN THESE STANDARDS

Aeronautical Service Activity

Any commercial activity that involves, makes possible or is required for the movement, storage, maintenance, sales or operation of aircraft, or which contributes to or is required for the safety of such operations.

Aircraft

An aircraft means a device that is used or intended to be used for flight.

Airport

The airport is defined as the areas of the Nevada County Airport designed for movement, maintenance, storage or operation of aircraft.

Airport Manager

The Airport Manager is the person appointed by the County to administer and operate the airport in accordance with guidelines adopted by the Nevada County Board of Supervisors.

Commercial Operator

A person or business conducting commercial aeronautical activity.

Concessionaire

A concessionaire is defined as any person or business entity engaged in non-aeronautical activities for either profit or not for profit at the airport.

County

The County shall be defined as the County of Nevada as represented by the Board of Supervisors, County Executive Officer and the Airport Manager.

FAA

The FAA shall mean the Federal Aviation Administration, or its successor.

Fixed Base Operator

A person or business leasing property, either land or a building, on the airport and conducting commercial aeronautical activity thereon.

Hangar Lessor

Any person or business who has leased property from the County on the airport and who owns or has leased a hangar(s) on such property and leased or sub-let the hangar(s) to other persons, firms or corporations for the purpose of aviation service activity, including aircraft storage. A person who owns a hangar on property leased from the County who maintains his/her personally owned aircraft in that hangar(s) and sub leases space to another person within the same hangar is not considered a hangar lessor.

Hold Harmless

Hold harmless shall be defined as protecting and holding harmless the County, and its employees, from any and all lawful damages, claims, or liability which may arise as a consequence of a fixed base operator, independent operator, concessionaire or a tenant's or subtenant's presence or activities on the airport. Hold harmless is further defined by the County's insurance requirements. (See Appendix A)

Independent Operator

A person or business conducting commercial aeronautical activity at the airport but not leasing property on the airport for that purpose.

Insurance Requirements

Liability and property damage insurance requirements as set by the County Risk Manager. (See Appendix A)

Mobile Equipment

Any motor driven vehicle other than cars, trucks and motorcycles licensed to operate on the highways. This includes any self-propelled vehicle upon which a person can ride.

Person

Person shall mean and include any individual, firm, partnership, joint venture, association, concern, corporation, estate, trust, business trust, receiver, syndicate, or any other group or combination acting as a unit, any public district, municipal corporation or public corporation.

PART ONE – ADMINISTRATIVE STANDARDS

SECTION I. MINIMUM STANDARDS APPLYING TO FIXED BASE OPERATORS, INDEPENDENT OPERATORS AND CONCESSIONAIRES.

A. Determination of Fixed Base Operator, Independent Operator or Concessionaire Status

It shall be the responsibility of the Airport Manager to determine whether the operator is a fixed base operator, independent operator or concessionaire.

B. Application for an Operating Permit

Any person or business requesting permission to provide services of any kind on the airport shall make application to the airport manager and receive an appropriate operating permit prior to conducting any business on Nevada County Airport. See Appendix B.

C. Minimum Standards for Commercial Aeronautical Service Activities

1. Aircraft Sales

- Secure an FBO or Independent Operator Permit
- Hold a current “Dealer’s Aircraft Registration Certificate” issued by the FAA, a copy of which must be on file with the Airport Manager

2. Aircraft Parts and Accessories Sales

- Secure an FBO or Independent Operator Permit

3. Charter Operations

- Secure an FBO or Independent Operator Permit
- Own or have under lease, with exclusive use at least one aircraft based on the airport which is equipped and maintained to comply with applicable rules and regulations of the FAA.
- Hold a current FAR Part 135 Air Taxi Certificate with ratings appropriate to the service to be provided.

4. Aircraft Rental

- Secure an FBO or Independent Operator Permit
- All operators shall disclose to renters or pilots who lease the aircraft, the type of insurance and extent of coverage, including who will pay the deductible amount.

5. Flight Instruction or Ground School

- Secure an FBO or Independent Operator Permit
- Provide the airport manager with a list of all FAA certified flight instructors, (CFI), and a copy of the licenses for each CFI working under the auspices of the entity.
- Own, lease, or otherwise have access to one or more aircraft based on the airport for flight instruction that comply with rules and regulations of the FAA, Part 91.409.

6. Maintenance Services

- Secure an FBO or Independent Operator Permit
- Hold and make available any FAA certificates required or recommended for the maintenance or inspection work undertaken

7. Line Service Supplying Fuel/Oil

- Secure an FBO or Independent Operator Permit
- Adhere to all applicable standards pertaining to Aircraft Fuel Storage, Handling and Dispensing, and Spillage including, but not limited to, fuel quality assurance, facilities/fuel trucks, and training and qualification programs for fueling personnel.
- The County must approve the sale of alternative fuels.

8. Hangar Leasing or Sub-Letting

- Fixed Base Operators or individuals engaged in hangar leasing or sub-letting shall provide the airport manager with the following:

a. Name, address, phone number of the owner and a description of each airplane housed in a leased or sublet hangar.

- b. A copy of a current insurance policy for each airplane assuring liability insurance and naming the County of Nevada as additionally insured.
- c. A copy of the current insurance policy for the hangar.

- d. The address and phone number for the FBO or Tenant including a phone number for emergency contact.

D. Compliance with Laws

All operators shall abide by and comply with all Federal, State and County laws and ordinances, and the aeronautical rules and regulations of the State of California and the Federal Aviation Administration (FAA).

E. Insurance and Hold Harmless

All operators shall be covered, at a minimum, by the insurance requirements set forth in Appendix A and hold the County harmless.

F. Preference for Aeronautical Activities

In the development and leasing of property on the airport, preference shall be given to businesses or projects that are aviation related.

G. Certificates, Qualifications & Licenses

An operator shall hold current applicable certificates, qualifications and licenses for all aeronautical and non-aeronautical activities the operator undertakes and shall provide copies to the County upon request.

H. Nondiscrimination

The operator shall furnish all services or sales without discrimination against any person based on race, religion, national origin, sex, sexual orientation, creed or any other basis protected by law.

I. No Exclusive Rights

No license, lease, permit or concession granted by the County to an operator shall be construed as granting or authorizing a monopoly or exclusive rights to do business on the airport as described in Section 308(a) of the Federal Aviation Act.

J. Transfer of Leases, Agreements, Permits and Licenses.

No right, privilege, permit, or license to do business on the airport shall be assigned, sold, or otherwise transferred or conveyed in whole or in part without the written approval of the County.

K. Aircraft Maintenance

Maintenance shall be performed on an aircraft, aircraft engine, propeller or component parts only in an area of the airport approved by the Airport Manager for such purpose.

L. Revocation of Permit

The County may revoke the permit of any operator to conduct business activities on the airport for any violations of these minimum standards.

SECTION II. MINIMUM STANDARDS APPLYING SPECIFICALLY TO FIXED BASE OPERATORS

A. Lease

A fixed base operator applicant shall enter into an agreement with the County that sets out a description of the County property to be used at the airport and the terms and conditions under which the fixed base operator will use it. The County Board of Supervisors shall approve all such lease agreements.

B. Subleasing

The subleasing or assignment of any leasehold interest to conduct an aeronautical activity at the airport shall require approval by the County. The provisions of the Minimum Operating Standards shall bind any such sublease and/or agreements for Aeronautical Activities at the Nevada County Airport applicable to FBO's.

C. Conduct of Business

1. A fixed base operator shall, upon being authorized by the County, commence and conduct on a full-time basis all business activities and services authorized.
2. A current listing of the business owner / operator's name, address, and telephone number will be transmitted to the Airport Manager to be used for emergency purposes.
3. Fixed Base Operators shall meet the requirements set forth in Section I, Paragraph C within 6 months of beginning to conduct business.

D. Facilities

1. A fixed base operator as defined in Section I, Paragraph C is required to have an office and shall provide and maintain such an office on the airport as its place of business.

2. Unless otherwise provided by the County, all operations of a fixed base operator shall be conducted on an area of sufficient size to accommodate all services for which the operator is licensed. The operator shall not in any way interfere with the operations of other businesses operating on the airport or the use of the airport by the general public, or the use of any common use areas except as authorized by these standards or the County.

E. Specified Areas

Airport areas on which fixed base operator facilities are to be constructed or operated shall be specified by the County in accordance with the Airport Layout Plan for the Nevada County Airport.

F. Promotion of the Airport

Fixed base operators are encouraged to cooperate with the Airport Manager in operation, management and control of the airport and are encouraged to do all things reasonable to advance or promote the Nevada County Airport and aeronautical activities thereon and to develop the airport into an attractive, efficient airport.

G. Property Maintenance

A fixed base operator shall keep his leased area, and areas in which operation is authorized, free and clear of all weeds, rocks, debris, and other materials which could cause damage to aircraft, building, persons, or automobiles.

SECTION III. MINIMUM STANDARDS APPLYING SPECIFICALLY TO INDEPENDENT OPERATORS

A. Independent Operator Agreement

An Independent Operator will obtain an operating permit as prescribed in Section I and enter into an agreement with the County specifying the scope of permitted activities for the operator, as well as conditions for conducting commercial aeronautical activities at the airport.

B. Specified Areas

The County may designate in the independent operator agreement, areas on the airport where commercial aeronautical activities of the independent operator may or may not take place.

SECTION IV. - MINIMUM STANDARDS APPLYING SPECIFICALLY TO CONCESSIONAIRES

A. Concessionaire Operating Agreement

All concessionaires are required to enter an agreement with the County specifying the scope of the permitted activity. No right, privilege, permit, or license to do business on the airport shall be assigned, sold, or otherwise transferred or conveyed in whole or part without the prior written consent of the Airport Manager.

SECTION V. - MINIMUM STANDARDS APPLYING TO AIRPORT USERS

A. Users of Aeronautical Services

Any airport user that uses or employ FBOs, Independent Operators or Concessionaires for any purpose on Nevada County Airport are required to ensure those FBOs, Independent Operators or Concessionaires comply with the minimum standards set forth in this document or they themselves may be found non-compliant with these standards and could potentially incur liability associated with the un-permitted aviation activity.

B. Aircraft Maintenance

An Airport User, FBO or Independent Operator may perform maintenance on an aircraft, aircraft engine, propeller or component parts providing such individuals are properly certified to do such work under FAR Part 43(a), are in compliance with these minimum operating standards and provided further that such work is conducted in a hangar, tie-down or in an area approved by the Airport Manager.

SECTION VI. - FEES ASSOCIATED WITH COMMERCIAL AERONAUTICAL SERVICE ACTIVITIES

A. County Fees

The County, at its discretion, shall have the power to levy fees on businesses, independent operators, concessionaires, tenants, and users of the airport. Unless specified on the operating permit as negotiable with the Airport Manager fees are established and adopted by resolution of the County Board of Supervisors. Reference current Airport Fee Schedule.

B. Definition of Fees

1. Access fees: A fee that may be assessed an independent operator for the right to do business on the airport for the time specified on the operating permit.

2. Flowage fee: A fee per gallon of fuel dispensed by a fuel operator at the airport.

3. User fee: A fee that may be assessed a commercial operator by the County who is temporarily operating at the airport.

4. Aircraft Tie-down Fee: A fee assessed an aircraft owner/operator to occupy and use a numbered aircraft parking space at the Airport on a long term basis.

5. Airport Land and Building Lease Rates: A fee to occupy and use Airport real property (land and/or buildings) owned by the County of Nevada on a long term basis.

PART TWO – REGULATORY STANDARDS

SECTION I. GENERAL

A. Use of Airport Property.

No person shall use roads, walks, ramps, taxiways, runways, or other airport property in such a manner as to obstruct the proper use thereof.

B. Animals

1. Dogs and other animals brought upon the airport premises shall be restrained in such a manner that they are under control at all times

2. No person shall feed feral animals on the airport. Lessees shall take necessary steps to remove feral animals that frequent leased premises.

C. Refuse

1. No person shall throw, dump, deposit or burn any waste, refuse, or garbage on the airport. All waste, refuse, or garbage shall be placed and kept in closed garbage cans or containers and all operating areas shall be kept in a safe, neat, clean, and orderly manner at all times and in such a manner as to minimize hazards. Airport tenants, except tie down lessees, shall provide suitable receptacles with covers for the storage of all garbage, waste, rubbish, or refuse which shall be emptied at the expense of the tenants on a regular basis or more frequently if deemed necessary by the Airport Manager.

2. In the generation, storage, and disposal of refuse or waste, all users of the airport and all operators shall comply with applicable Federal, State, and local laws and guidelines.

D. Motor Vehicles and Mobile Equipment

1. No person may operate motor vehicles or mobile equipment on the airport without authorization from the Airport Manager.

2. Persons operating motor vehicles or mobile equipment on the airport shall comply with posted traffic signs and not exceed the speed of 15mph. Operators shall yield the right of way to aircraft at all time.

3. No motor vehicle or mobile equipment shall be parked on any public or leased taxi lane or on any runway or taxiway.

SECTION II. FIRE HAZARDS

A. Smoking

Smoking is prohibited anywhere on the airport ramp area or anywhere where aircraft are operated, parked or stored.

B. Cleaning Operations

No person shall use flammable liquids in cleaning aircraft engines, propellers, appliances, or accessories unless such cleaning operations are conducted in an area designated for such purpose and have readily accessible fire extinguishing equipment.

C. Open Flame Operation

No person shall conduct any open flame activity on the airport unless specifically authorized by the Airport Manager.

D. Storage of Materials and Equipment

No person shall store or stock materials or equipment in such a manner as to constitute a fire hazard.

E. Storage and use of Flammable Materials and Cleaning Fluids

The storage, use and disposal of any flammable material shall be in accordance with current permits and leases.

F. Doping Processes

Persons using doping processes shall do so in accordance with state and federal health and safety regulations and with industry standard practices. Persons using this process are responsible for obtaining the information needed to safely use this process.

G. Fire Equipment

No person shall, without permission of the Airport Manager, remove, or cause to be removed, from its holders any equipment or device used in fire suppression except for the use for which it was intended.

H. Obstructions of Fire Equipment

All fire doors, fire boxes, fire hydrants, and fire fighting equipment shall be kept clear of obstructions at all times.

I. Elimination of Fire Hazards

When the Airport Manager or the Fire Department has, in writing, notified or requested any lessee, tenant, or other person on the airport to correct or eliminate any fire hazard on the airport for which such lessee, tenant, or other person is responsible, such lessee, tenant, or other person shall correct or eliminate said fire hazard in the manner and within the time prescribed in the written notification or request received.

SECTION III. VIOLATIONS, ENFORCEMENT AND PENALTIES

A. Enforcement of Minimum Standards

Violations of the minimum standards come to the attention of the Airport Manager because of inspection, complaints, or accidents. The Manager will use verbal and written communications, and meetings, to ensure that the violator understands how to comply with the standards and other applicable laws. The Manager will also explain the consequences of non-compliance. The Manager may serve an administrative order that bars the violator from certain described activities and/or presence on all or part of the Airport. The Manager will receive advice from the County Counsel, and Counsel may undertake legal enforcement steps appropriate for the circumstances. If the violation is serious and willful, Counsel or the District Attorney will take the matter to court.

In accordance with the paragraph above enforcement of these standards will be progressive as delineated below:

- First violation will result in a verbal warning to person or business found to be in non-compliance to comply with minimum standards.

- Second violation will result in a written letter from the Airport Manager directing the non-compliant person or business to meet minimum standards requirements.
- Third violation will be referred to County Counsel who may undertake legal enforcement steps appropriate for the circumstances. .
- Fourth violation will result in action to remove non-compliant person or business from the airport and if the violation is serious and willful, Counsel may refer the matter to the District Attorney for appropriate action.

B. California Penal Code Section 602.4

California Penal Code Section 602.4, as it reads now or may from time to time be amended, will be enforced.

California Penal Code Section 602.4 - (in pertinent part) Every person who enters or remains on airport property owned by a county and sells, peddles, or offers for sale any good, merchandise, property, or services of any kind whatsoever to members of the public...on or from the airport property, without the express written consent of the governing board of the airport property, or its duly authorized representative, is guilty of a misdemeanor.

Nothing in this section affects the power of the....county.....to regulate the sale of goods, merchandise, property or services.

C. Compliance or Enforcement Action:

A violator who returns to compliance and obtains any necessary permits will be given permission by the Airport Manager to return and recommence any activities or presence that had been barred by an administrative order.

A violator who persists in conduct that violates regulatory standards will become subject to enforcement action by the District Attorney for misdemeanors. Violations that are infractions, or violations of administrative standards, will be redressed by enforcement action by the County Counsel, and will include any applicable penalties.

**APPENDIX A
AIRPORT INSURANCE REQUIREMENTS**

The following insurance requirements apply as aeronautical activities and services are conducted by the following classification of Service Provider or Vendor.

- 1) FBO
- 2) Independent Operator providing aeronautical maintenance or inspection services
- 3) Independent Operator providing flight instruction in own aircraft
- 4) Independent Operator providing flight instruction in other than own aircraft
- 5) Concessionaire

INSURANCE REQUIREMENTS:

The Service Provider or Vendor, at its own cost and expense, shall procure and maintain during this Agreement, the following insurance coverages, as they apply to goods and services offered. Insurance shall meet the following requirements, and must meet the required limits of coverage designated.

Insurance Rating:

All forms of Liability Insurance shall be issued by an insurance company admitted to do business in the State of California, with the equivalent of an AM Best's Insurance Guide Rating of A or better unless a lower rating than A is specifically approved by the County Risk Manager.

Occurrence Form:

All insurance must be on an "Occurrence" form of coverage. The County Risk Manager must expressly approve any deviation from these requirements in writing.

Combined Single Policy Limits:

Liability policies must have a combined single limit that allows for the entire gross amount of the policy to be used to satisfy claims for property damage, bodily injury or death without sub-limits.

Primary Coverage:

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

Contractual Liability:

Insurance afforded by this policy shall apply to liability assumed by the insured under written contract with the County of Nevada Severability of Interest:

It is agreed that this policy provides coverage separately to each insured that is seeking coverage or against whom a claim is made or a suit is brought, except with respect to the Company's limit of liability.

Evidence of Insurance: (a), (b) & (c) below apply

- a) Certificate of Insurance: At the time of execution of this Agreement, the Service Provider or Vendor shall provide an original certificate of insurance evidencing that coverage as required by this Agreement with COUNTY has been obtained and remains in force for the period required.
- b) Additional Insured Endorsement: Insurance afforded by this policy shall also apply to the County of Nevada and members of the Board of Supervisors of the County of Nevada and the officers, agents, and employees of the County of Nevada, individually and collectively, as additional insureds, insofar as the operations under this contract are concerned.
- c) In addition to the above requirements, the County reserves the right to have a certified copy of the policy or policies.

Notice of Cancellation or Change of Coverage:

The County must be provided 30-days advance notice of any change in policy limits, policy terms or cancellation. Notice must be in writing and delivered to the County of Nevada.

INSURANCE:

COMPREHENSIVE GENERAL LIABILITY INSURANCE WITH A COMBINED SINGLE LIMIT OF \$1,000,000, including Blanket Contractual Liability (including liability assumed under this agreement, Broad Form Property Damage, Personal Injury Liability, Premises Operations, Completed Operations, Products Liability, Owned and Non-owned Automobile Coverage, and Independent Contractors' Liability. It is acceptable if any of these coverages beyond CGL are included in the Hangarkeeper's Liability Insurance.

Additional insurance will be required, most likely by an FBO, where a bailee relationship is established, fuel service is provided, where personal property or improvements are temporarily or permanently kept within the airport grounds or there are employees. See below.

HANGARKEEPERS LIABILITY:

(Where a bailee relationship is established) The Service Provider or Vendor will maintain the following Hangarkeeper's Liability insurance coverage:

Hangerkeepers' Insurance: Combined Single Limit \$500,000.00

In-Flight Hangerkeepers' Insurance: (If there is testing of aircraft)
Combined Single Limit \$1,000,000.00

FUELING OR REFUELING OPERATIONS:

(Where fuel service is provided). Specific coverage is required with a limit of not less than one million dollars \$1,000,000 if such operations are to be conducted by the Service Provider or Vendor.

PROPERTY INSURANCE:

(Where personal property or improvements are temporarily or permanently kept within the Airport grounds, property insurance is required.) Service provider or vendor shall provide insurance on all personal property and on all of the service provider or vendor improvements, fixtures, equipment and merchandise and on the trade fixtures and equipment of others contained within or on the premises. The policy shall be written on a standard "all risk" contract, and may exclude earthquake and flood coverage. The County shall be named as a loss payee at replacement cost valuation. Said coverage shall cover expenses incurred in the removal of Contractor's debris which may be destroyed or damaged by a peril insured against.

WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE:

(If employees are involved) The Service Provider or Vendor must at its own cost and expense, procure and maintain during its performance of this Agreement a policy of worker's compensation and employer's liability insurance issued by an insurance company licensed in California acceptable to COUNTY for the protection of its employees, engaged in any work required by this Agreement. The policy shall provide County with an express waiver of subrogation.

STANDARD RISK MANAGEMENT PROVISIONS IN COUNTY PERMITS AND CONTRACTS

INDEMNIFICATION:

To the fullest extent permitted by law, the Service Provider or Vendor shall indemnify, hold harmless and defend the COUNTY against all claims, losses, costs, damages, expenses or liabilities including reasonable attorney's fees and the cost of defense, resulting from the death of or any injury or damage to any person or property whatsoever, when such death, injury or damage arises out of the operations of the service provider or vendor or has been caused in whole or in part by the act, neglect, fault, or omission of service provider or vendor, its agents, employees, or invitees.

COUNTY'S NON-LIABILITY; *FORCE MAJEURE*: COUNTY shall not be liable for any injury or damage which may be sustained by the person, goods, equipment, wares, merchandise or property of the Service Provider or Vendor resulting from an Act of God, fire, explosion, flood, strike, labor dispute, riot, wind, ice hail, or any other cause or peril beyond the control of COUNTY.

The insurance coverage amounts listed above may be subject to modification with endorsement of the Airport Commission and adoption by the Board of Supervisors. If the limits established by COUNTY are unacceptable for any reason to Service Provider or Vendor, The Service Provider or Vendor shall have the right to terminate this Agreement. The policies of insurance shall include the same coverage and shall be accompanied by the same endorsements as required above.

**APPENDIX B
BUSINESS OPERATING PERMIT**

**COUNTY OF NEVADA
NEVADA COUNTY AIRPORT**

(530) 273-3374

FAX (530) 274-1003

**Mail: 950 Maidu Ave.
Nevada City, CA 95959**

**Location: 13083 John Bauer Ave.
Grass Valley, CA 95945**

BUSINESS OPERATING PERMIT

This document is in accordance with the Nevada County Airport Minimum Standards for conducting aeronautical service activities adopted by the Board of Supervisors of the County of Nevada, Resolution 08-159 dated April 22, 2008.

The purpose of operating permits is to regulate and control commercial activities at Nevada County Airport, establish criteria and standards that will allow for the fair and safe use of airport facilities and provide written agreements with individuals and business enterprises for both aviation and non-aviation related activity. Operating permits fall into the following categories.

FIXED BASE OPERATING PERMIT

A Fixed Base Operating (FBO) Permit is issued for aviation related commercial activities such as, but not limited to, aircraft flight training school, aircraft charter, airframe and power plant repair and maintenance and flying clubs. Fixed Base Operators must rent or lease property or a building on Nevada County Airport and comply with the definition of an FBO in the Minimum Standards for commercial aeronautical service activities. The FBO permit fee may be included in the rental or lease agreement with the FBO or assessed on a monthly basis.

INDEPENDENT OPERATING PERMIT

An Independent Operating Permit (IOP) is issued for limited aviation related commercial activities such as, but not limited to, mechanical repair or inspection of an aircraft by a mechanic either self-employed or employed by an aviation business who does not have an agreement with the Nevada County Airport, removal of damaged aircraft from the airport, aircraft operator providing rides to the public, flight training or privately owned hangar sub-letting. Independent Operator Permits require a minimum permit fee of \$50.00 and may be issued for one-time

which may be necessary for the conduct of it's business on the Airport. Without limiting the generality of the foregoing, Permittee shall comply with all applicable laws, resolutions, codes, rules, orders, directions, ordinances and regulations of any department, bureau, or agency or any governmental authority having jurisdiction over the operations, occupancy, maintenance and use of the Airport. Permittee shall indemnify and save the Airport and County of Nevada harmless from and against any claims, penalties, losses, damages, expenses imposed by reason of Permittee's violation of any applicable law or the rules and regulations of governmental authorities having jurisdiction over the activities of Permittee.

6) **INSURANCE:**

Appropriate insurance for the permit and activity requested must be provided as specified in Appendix "A" of the Minimum Standards for Aeronautical Service Activities adopted by Nevada County Board of Supervisor Resolution 08-159 dated April 22, 2008.

AIRPORT:

PERMITTEE:

by _____
Kevin Edwards, Airport Manager

by _____

Date: _____

Date: _____