




AGENDA ITEM NO.  
C-31

# COUNTY OF HUMBOLDT

For the meeting of: February 26, 2013

Date: January 16, 2013

To: Board of Supervisors

From:  Thomas K. Mattson, Public Works Director

Subject: **LICENSE AGREEMENT FOR HUMBOLDT TRAP AND SKEET CLUB FACILITY AT ARCATA-EUREKA AIRPORT**

RECOMMENDATION(S): That the Board of Supervisors authorize the Chairperson to sign and execute the attached License Agreement with Humboldt Trap and Skeet Club in triplicate and direct the Clerk of the Board to return two executed copies to the Department of Public Works-Aviation Division.

SOURCE OF FUNDING: Airport Enterprise Fund 3530

DISCUSSION: The Humboldt Trap and Skeet Club (HTS) is a non-profit corporation that operates a trap and skeet club on a portion of the Arcata/Eureka Airport property. The area being used by HTS is graphically shown on Exhibit A which is attached to the License Agreement. On November 3, 2011, the Planning Commission approved a Coastal Development Permit and Special Permit (APN 511-351-011, CDP 07-37, SP 07-88) for the expansion of HTS's facilities. An appeal was filed against HTS's Coastal Development Permit and Special Permit; however, the Coastal Development Permit and Special Permit were upheld by the Board of Supervisors on February 07, 2012.

The Federal Aviation Administration requires airports that receive federal grant money be financially self-sustaining and that airport users be charged an equitable fee for use of such airports. This License

Prepared by Emily Jacobs/BB/JG

CAO Approval 

**REVIEW:**

Auditor \_\_\_\_\_ County Counsel gs Human Resources Df. Other \_\_\_\_\_

**TYPE OF ITEM:**

Consent  
 Departmental  
 Public Hearing  
 Other \_\_\_\_\_

**PREVIOUS ACTION/REFERRAL:**

Board Order No. \_\_\_\_\_

Meeting of: 02/07/2012


**BOARD OF SUPERVISORS, COUNTY OF HUMBOLDT**

Upon motion of Supervisor LaPlace Seconded by Supervisor Bass

Ayes Bass, LaPlace, Sundberg, Bohn, Fennell  
Nays \_\_\_\_\_  
Abstain \_\_\_\_\_  
Absent \_\_\_\_\_

and carried by those members present, the Board hereby approves the recommended action contained in this Board report.

Dated: February 26, 2013

By:   
Kathy Hayes, Clerk of the Board

Agreement furthers that goal and is in compliance with County and FAA requirements.

Due to staff shortages, this item was delayed beyond the expiration of the previous license; therefore, the department is requesting this new license retroactive to November 1, 2012.

FINANCIAL IMPACT: Monthly revenue of \$249.88 goes into the Airport Enterprise Fund 3530. Adjustments in revenue through Consumer Price Index will occur on November 2013 and every year thereafter for the duration of the agreement.

The HTS License Agreement aligns with the Board's Strategic Framework to manage County resources ensuring sustainability of services.

OTHER AGENCY INVOLVEMENT: Federal Aviation Administration

ALTERNATIVES TO STAFF RECOMMENDATIONS: The Board could choose not to approve the License Agreement. This is not recommended because it would reduce Arcata-Eureka Airport's operational revenues.

ATTACHMENTS: License Agreement (in triplicate)



**NATIONWIDE MUTUAL INSURANCE COMPANY**  
 1100 LOCUST ST DEPT 1100  
 DES MOINES, IA 50391-2000

**RENEWAL**

**DECLARATIONS**

Policy Number: **ACP CPP 7860136056** **COMMERCIAL PROPERTY**  
 Named Insured: **HUMBOLDT TRAP AND SKEET CLUB**  
 Mailing Address: **PO BOX 3642 EUREKA CA 95502-3642**  
 Agent: **GEORGE PETERSEN INS-EUREKA** **84-07582**  
 Address: **SANTA ROSA CA 95402**  
 Policy Period: This policy is effective from **07/10/12** to **07/10/13** 12:01 A.M.  
 Standard time at the above mailing address.

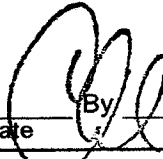
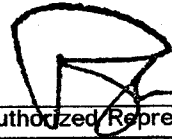
*pd 7/10/12*  
*"allied"*  
*442-2971*  
*Kim Dodds*

This policy is subject to the following forms. Forms specific to a certain building or item can be found with the specific building and item information on the following pages.

FORM	DATE	PREM	FORM	DATE	PREM	FORM	DATE	PREM
CP0010	0607	0	CP7001	0686	0	IL0017	1198	0
CP7067	0194	0	CP0140	0706	0	13614	1185	0
IL0102	0505	0	CP1032	0808	0	IL0935	0702	0
CP1270	0996	0	IN7406	0107	0	IN5017	0593	0
IN7589	1011	0	IN7591	1011	0			

Mortgagee and loss payee information - See schedules CP-DM and CP-DL

Replacement or Renewal Number **ACP CPP 7850136056**

Countersigned \_\_\_\_\_ Date \_\_\_\_\_ By  Authorized Representative 

Premium for Certified Acts of Terrorism \$ **0.00**  
 Total Annual Premium \$ **MIN 550.00**  
 Total Policy Premium \$ **MIN 550.00**

CP-D (10-98)

**NATIONWIDE MUTUAL INSURANCE COMPANY**

**COMMERCIAL PROPERTY SCHEDULE REFERENCE PAGE**

Policy Number: **ACP CPP 7860136056**

Policy Period: From **07/10/12** To **07/10/13**

Named Insured: **HUMBOLDT TRAP AND SKEET CLUB**

Loc. Bld. Item	Address/Description	Limit	Premium
	<b>TOTAL POLICY PREMIUM</b>		<b>\$ 550.00</b>
	<b>POLICY WIDE OPTIONAL COVERAGES</b>		
	<b>MINIMUM PREMIUM</b>		<b>\$ 181.00</b>
<b>1</b>	<b>END OF SKEET ROAD MCKINLEYVILLE CA Protection Class: 04</b>		
<b>1</b>	<b>CLUB HALL</b>		
<b>1</b>	<b>BUILDING</b>	<b>\$ 160,700</b>	
	<b>GROUP 1</b>		<b>\$ 215.00</b>
	<b>GROUP 2</b>		<b>\$ 43.00</b>
	<b>SPECIAL - CAUSE OF LOSS</b>		<b>\$ 69.00</b>
<b>2</b>	<b>PERSONAL PROPERTY</b>	<b>\$ 8,200</b>	
	<b>GROUP 1</b>		<b>\$ 15.00</b>
	<b>GROUP 2</b>		<b>\$ 4.00</b>
	<b>SPECIAL - CAUSE OF LOSS</b>		<b>\$ 23.00</b>

NATIONWIDE MUTUAL INSURANCE COMPANY

COMMERCIAL PROPERTY SCHEDULE

Policy Number: ACP CPP 7860136056

Policy Period: From 07/10/12 To 07/10/13

Named Insured: HUMBOLDT TRAP AND SKEET CLUB

\*\*\*\* Premise No 01 \*\*\*\* Total Premium \$ 369.00

Address: END OF SKEET ROAD  
City: MCKINLEYVILLE

State: CA

Zip Code: 95518-0000

Description: CLUB HALL

FORM	DATE	PREM	FORM	DATE	PREM	FORM	DATE	PREM
IL0270	0908	0	IN0001	0605	0	10940	0789	0
IL0104	0907	0	IL0952	0308	0	CP7100	0405	0

\*\* Building No 01 \*\* Total Premium \$ 369.00

Occupancy Group - SERVICE  
Description: CLUB HALL  
Construction Type: FRAME

FORM	DATE	PREM	FORM	DATE	PREM	FORM	DATE	PREM
CP0299	0607	0						

Coverages Provided

Item	Coverage	Limit of Insurance	Causes of Loss Form	Coinsurance	Deductible	Premium
01	BUILDING \$	160,700	SPECIAL	90%	500	327.00

Description: CLUB HALL

Optional Coverages:  
Replacement Cost

FORM	DATE	PREM	FORM	DATE	PREM	FORM	DATE	PREM
CP1030	0607	0	CP0449	1205	0			

Item	Coverage	Limit of Insurance	Causes of Loss Form	Coinsurance	Deductible	Premium
02	PERS PROP \$	8,200	SPECIAL	90%	500	42.00

Description: CONTENTS

Optional Coverages:  
Replacement Cost

FORM	DATE	PREM	FORM	DATE	PREM	FORM	DATE	PREM
CP1030	0607	0	CP0449	1205	0			

**LICENSE AGREEMENT**

This Agreement, made and entered into on \_\_\_\_\_ 2012, by and between the COUNTY OF HUMBOLDT, a political subdivision of the State of California, hereinafter called COUNTY, and HUMBOLDT TRAP AND SKEET CLUB, a Non-profit Corporation, hereinafter called LICENSEE, who agree as follows:

**1. LICENSE**

COUNTY gives its permission, subject to all the terms and conditions of this Agreement, to use that portion of the Arcata/Eureka Airport, hereinafter referred to as AIRPORT, described in Section 2 below.

**2. PREMISES**

LICENSEE is permitted to use that portion of AIRPORT as shown on Exhibit A attached Hereto and incorporated herein.

**3. TERM**

A. The initial term of this Agreement shall be for a period of three (3) years commencing November 1, 2012 and shall terminate October 31, 2015.

B. LICENSEE has the option to extend this Agreement, upon the same terms and conditions, for two (2) three (3) year option periods, upon COUNTY'S approval. Each option may be exercised by LICENSEE giving COUNTY written notice of its intent to extend the Agreement. The notice shall be in writing and shall be given to COUNTY ninety (90) days prior to the end of the initial term. Within sixty (60) days of receipt of such notice, COUNTY shall approve or disapprove extension of Agreement.

**4. RENT**

LICENSEE shall pay COUNTY the following rent:

Two Hundred Forty Nine Dollars and Eighty Eight Cents (\$249.88) per month.

Commencing on November 1, 2013, and continuing each year thereafter during the initial and each extended term of this Agreement, annual rent shall be adjusted by the percentage increase in the revised Consumer Price Index for all items for Urban Wage Earners and Clerical Workers (1982-1984= 100) U.S. City Average, as published by the United States Department of Labor, Bureau of Labor Statistics (called "the Index in this Agreement) for the prior calendar year. In calculating this percentage increase, the most current Index immediately preceding the date of annual adjustment during the current term shall be used. In the event the Index is unavailable, is no longer published, or is calculated on a significantly different basis following the date of this Agreement, the most comprehensive official Index published which most closely approximates the rate of inflation shall be substituted in place of the Index. August 2012 shall be the base month for this adjustment. On adjustment of the rent in accordance with this paragraph, COUNTY shall execute a letter stating the adjustment. In no event shall rent be less than the current rent payable.

Rent is payable in advance and without prior notice or demand, on the first day of each month during the initial term and option term. Payments shall be made to:

County of Humboldt  
Department of Public Works – Aviation Division  
1106 Second Street  
Eureka, CA 95501

5. **LATE FEE**

Rent shall be due and payable on the first day of every month. In the event rent is not paid by the tenth day of the month, LICENSEE shall pay COUNTY a twenty percent (20%) late fee.

6. **PERFORMANCE BOND**

LICENSEE shall, to the satisfaction of the Department of Public Works, provide a performance bond in the amount of \$300.00. The use of a cash deposit, pledged savings account, or time certificate will be acceptable in lieu of a performance bond.

7. **USE OF PREMISES**

COUNTY shall grant LICENSEE the use of that portion of the AIRPORT as specifically designated on Exhibit A for Trap and Skeet Club and for all activities incidental thereto. Except as allowed by separate agreement, LICENSEE shall not conduct any other activity(s) on said premises.

LICENSEE shall be responsible for the actions of its officers, agents, employees, members and general public. LICENSEE shall designate in writing to the Department of Public Works the names and title of the members of the Board of Directors. At least one member of the Board of Directors or Club Officers shall be present at all times when members of the club or the general public are on the premises.

8. **OPERATIONAL OBLIGATIONS**

LICENSEE must conform to all applicable federal/state/county/municipal building, safety, health, fire, sanitary codes, ordinances, and AIRPORT rules and regulations that are in effect or that may be hereafter adopted pertaining to LICENSEE'S activities on AIRPORT. To the extent necessary to protect the rights and interests of COUNTY or to ascertain compliance with the standards, rules, and regulations the Director of Public Works or his authorized representative shall have the right to inspect, during reasonable hours, all premises and facilities on AIRPORT.

LICENSEE may set the hours of operation with the understanding that these hours are to accommodate the general public.

LICENSEE agrees that it will operate and manage the services offered in competent and efficient manner at least comparable to other well managed operations of similar type.

LICENSEE and employees shall wear an identification tag and shall be clean, courteous, efficient, and neat in appearance at all times.

9. **IMPROVEMENTS AND ALTERATIONS**

LICENSEE may, at its own expense, make any reasonable improvements to the premises, including but not limited to, construction of buildings, installation of utilities, installation of septic tank, land clearing, brush removal, etc. Said projects shall be constructed, and all work performed on said premises and all buildings or other improvements erected on said premises

shall be in accordance with all valid laws, ordinances, regulations, and orders of all federal, state, county, or local governmental agencies or entities having jurisdiction over said premises. All work performed on said premises pursuant to this Agreement, or authorized by this Agreement, shall be done in a good workmanlike manner and only with new materials of good quality and high standards. LICENSEE shall obtain all necessary state and local permits prior to beginning any improvements to the premises.

No structure or other improvement of any kind, including brush and land clearing, shall be erected or maintained on said premises unless and until the plans, specifications, and proposed location of such structure or improvement has been approved in writing by COUNTY. Furthermore, no material addition to or structural alteration of any structure or improvement now or hereafter on said premises shall be commenced until and unless plans and specifications for such addition or alteration shall be approved in writing by COUNTY.

Should LICENSEE enter into an agreement with a contractor to build any structures, clear the property, or do any other work on the said property, contractor shall be required to obtain insurance policies as required by COUNTY.

All improvements made by LICENSEE to the roads, fences, bunkers, septic, and utilities, shall belong to COUNTY. All other improvements and additions past and future shall remain in LICENSEE'S ownership and on termination of this Agreement LICENSEE shall remove all of said property. LICENSEE will repair any damage to the property caused by the removal of the improvements and additions.

LICENSEE shall take all reasonable precautions to ensure that LICENSEE'S activities, including but not limited to, site improvement, land clearing, and gunshots, shall not interfere with the use and operation of AIRPORT.

#### **10. EMERGENCY CONTACTS**

LICENSEE shall provide to the Aviation Division Manager, and keep current, a list of supervisory employees and telephone numbers for emergency use.

#### **11. AIRPORT MAINTENANCE, REPAIR AND IMPROVEMENTS**

A. COUNTY reserves the right, but shall not be obligated to LICENSEE, to maintain, repair, or improve runways, taxiways, parking area, or any other part of said AIRPORT. COUNTY also reserves the right to enter COUNTY property and to grant easements over and under the property covered by this Agreement, together with the right to direct and control all activities of LICENSEE related to the maintenance, repair, and improvements covered by this Section.

B. LICENSEE shall be responsible for the following:

1. Any repairs to advertising display signs; and
2. Any repairs caused by negligence of LICENSEE'S employees, volunteers, or subcontractors.

LICENSEE waives any and all claims against COUNTY for any loss of profit or increased costs due to COUNTY'S maintenance, repair, or improvements on or about AIRPORT.



**12. FIRE HAZARD**

LICENSEE shall keep the areas rented or used clear of oil and trash that may be deemed a fire hazard.

COUNTY reserves the right to restrict LICENSEE from conducting any activity or storing inflammable materials or substances, which would increase COUNTY'S insurance rate or cause COUNTY'S insurance to be cancelled.

**13. NO SMOKING ORDINANCE**

Pursuant to Humboldt County Code Section 971-1 et seq., COUNTY owned or leased premises are smoke free. LICENSEE shall comply with said provision.

**14. SECURITY**

LICENSEE shall abide by CFR Title 49 Chapter XII Part 1542 requirements and the TSA/FAA approved Airport Security Program.

**15. UTILITIES/ JANITORIAL**

LICENSEE shall be responsible for and pay for all PG&E, water/sewer, trash collection, janitorial, and communication services supplied to said premises.

**16. MAINTENANCE**

LICENSEE shall:

- A. Maintain the premises and all structures on the premises in a clean and orderly condition.
- B. Keep grass and weeds cut pursuant to any requirements set forth in Section 9 of this Agreement with a maximum height of six (6) inches.
- C. Be responsible for any repairs caused by the negligence of LICENSEE'S members and/or invitees.
- D. Be responsible for any repairs to LICENSEE'S communications systems or installation thereof.
- E. Be responsible for any maintenance and/or repairs to electrical or water lines, septic tank and/or leach field.
- F. Be responsible for maintenance of access road to Trap and Skeet Club and acknowledges that COUNTY is not responsible for any maintenance to said road.
- G. Be responsible for the cleanup of all lead contamination caused by LICENSEE'S use of the premises, both within the licensed area and adjacent to the licensed area. Interval of clean-up shall meet the guidelines as set by the North Coast Regional Water Quality Control Board.
- H. Obtain permission from Airport Manager a minimum of two (2) calendar days prior to entrance of areas adjacent to licensed area for cleanup.
- I. Within sixty (60) days of license termination provide clean up certification and site closure statement as set by the standards of the North Coast Regional Water Quality

Control Board. After termination of the License, LICENSEE must obtain permission from Airport Manager prior to entering previously licensed area or adjacent area to perform clean up activities.

**17. SIGNS**

LICENSEE shall not install any advertising signs without prior approval of the Airport Manager or his authorized representative.

All signs installed by LICENSEE, upon approval of the Airport Manager, shall remain the property of LICENSEE, and LICENSEE shall have the right to remove the same upon expiration or termination of Agreement. LICENSEE shall repair premises to its original condition upon removal of signs.

**18. EXTENT OF GRANT OF LICENSE**

This Agreement and the License herein granted are valid only to the extent of COUNTY'S jurisdiction as a landowner. Acquisition of any other necessary permits or entitlements for use is the responsibility of LICENSEE. Nothing contained in this Agreement shall be construed as a relinquishment of any rights now held by COUNTY.

**19. HOLD HARMLESS/INDEMNIFICATION**

A. LICENSEE shall indemnify, defend and hold harmless COUNTY and its officers, officials, employees, and volunteers, from any and all claims, demands, losses, damages, and liabilities of any kind or nature, including attorney's fees, which are caused by any negligent or willful acts of misconduct or omissions (either directly or through or by its officers, agents or employees) in connection with LICENSEE'S duties and obligations under this Agreement and any amendments hereto, except such loss or damage which was caused by the sole negligence or willful misconduct of the COUNTY.

B. COUNTY shall indemnify, defend and hold harmless LICENSEE and its officers, officials, employees, and volunteers, from any and all claims, demands, losses, damages, and liabilities of any kind or nature, including attorney's fees, which are caused by any negligent or willful acts of misconduct or omissions (either directly or through or by its officers, agents or employees) in connection with COUNTY'S duties and obligations under this Agreement and any amendments hereto, except such loss or damage which was caused by the sole negligence or willful misconduct of the LICENSEE.

C. Acceptance of insurance, if required by this Agreement, does not relieve LICENSEE from liability under this indemnification clause. This indemnification clause shall apply to all damages or claims for damages suffered by LICENSEE'S operations regardless if any insurance is applicable or not.

**20. INSURANCE**

**A. LICENSEE'S INSURANCE**

THIS AGREEMENT SHALL NOT BE EXECUTED BY COUNTY and LICENSEE is not entitled to any rights, unless certificates of insurances, or other sufficient proof that the following provisions have been complied with, and such certificate(s) are filed with the Clerk of the Humboldt County Board of Supervisors. Without limiting LICENSEE'S indemnification obligations provided for herein, LICENSEE shall and shall require any of its subcontractors to take out and maintain,

throughout the period of this Agreement and any extended term thereof, the following policies of insurance placed with insurers authorized to do business in California and with a current A.M. Bests rating of no less than A:VII or its equivalent against injury/death to persons or damage to property which may arise from or in connection with the activities hereunder of LICENSEE, its agents, officers, directors, employees, licensees, invitees, assignees or subcontractors:

1. Comprehensive or Commercial General Liability Insurance:

Comprehensive or General Liability Insurance at least as broad as Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001), in an amount of \$1,000,000 for any one incident, including personal injury, death and property damage. If a general aggregate limit is used, either the general aggregate limit shall apply separately to this project or the general aggregate shall be twice the required occurrence limit. COUNTY shall be named as Additional Insured on Insurance Policy.

2. Workers Compensation Insurance Compensation Coverage:

If required by California Law, and in accordance with the statutory limits set forth therein, said policy shall contain or be endorsed to contain a waiver of subrogation against COUNTY, its officers, agents, and employees and provide for thirty (30) days prior written notice in the event of cancellation. COUNTY shall be named as Additional Insured on Insurance Policy.

3. Automobile Liability Insurance:

With coverage at least as broad as Insurance Services Office Form CA 0001 06092, Code 1 (any auto), for vehicles used in the performance of this Agreement with minimum coverage of not less than \$1,000,000 per accident combined single limit (CSL). Such policy shall contain or be endorsed with the provision that coverage shall not be cancelled or materially reduced in coverage without thirty (30) days prior written notice, ten (10) days for non-payment of premium, to COUNTY by certified mail. COUNTY shall be named as Additional Insured on Insurance Policy.

B. SPECIAL INSURANCE REQUIREMENTS

Said policies shall unless otherwise specified herein be endorsed with the following provisions:

1. The Comprehensive General Liability Policy shall provide that the COUNTY, its officers, officials, employees, and volunteers are endorsed as additional insured for liability arising out of the operations performed by or on behalf of LICENSEE. The coverage shall contain no special limitations on the scope of protection afforded to the COUNTY, its officers, officials, employees, and volunteers. Said policy shall also contain a provision stating that such coverage:

- a. Includes contractual liability.
- b. Does not contain exclusions as to loss or damage to property caused by explosion or resulting from collapse of buildings or structures or damage to property underground, commonly referred to "XCU Hazards".
- c. Is primary insurance as regards to County of Humboldt.
- d. Does not contain a pro-rata, excess only, and/or escape clause.

e. Contains a cross liability, severability of interest or separation of insureds clause.

f. Shall not be canceled, non-renewed or materially reduced in coverage without thirty (30) days prior written notice being provided to COUNTY and in accordance with the Notice provisions set forth under Section 27. It is further understood that LICENSEE shall not terminate such coverage until it provides COUNTY with proof satisfactory to COUNTY that equal or better insurance has been secured and is in place.

g. Is primary coverage to COUNTY, and insurance or self-insurance programs maintained by COUNTY are excess to LICENSEE'S insurance and will not be called upon to contribute with it.

2. LICENSEE shall furnish COUNTY with certificates and original endorsements affecting the required coverage prior to execution of this Agreement by COUNTY. The endorsements shall be on forms as approved by the COUNTY'S Risk Manager or County Counsel. Any deductible or self-insured retention over \$100,000 shall be disclosed to and approved of by COUNTY. If LICENSEE does not keep all required policies in full force and effect, COUNTY may, in addition to other remedies under this Agreement, take out the necessary insurance, and LICENSEE agrees to pay the cost of said insurance.

3. COUNTY is to be notified immediately if twenty-five (25%) or more of any required insurance aggregate limit is encumbered and LICENSEE shall be required to purchase additional coverage to meet the aggregate limits set forth above.

4. The inclusion of more than one 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, but the inclusion of more than one insured shall not operate to increase the limits of the insurer's liability.

5. Any failure to comply with reporting or other provisions of the Parties, including breach of warranties, shall not affect coverage provided to LICENSEE, COUNTY, their officers, officials, employees, and volunteers.

## **21. LIABILITY FOR LOSS OR DAMAGE TO COUNTY PROPERTY**

LICENSEE shall be liable for any loss or damage to the premises resulting from the acts or omissions of LICENSEE, its officers, agents, employees, and volunteers.

## **22. LICENSE IS PERSONAL**

The License herein granted is personal to LICENSEE and no right hereunder may be assigned, sublet, or otherwise transferred in whole or in part without the prior written consent of COUNTY, and any attempt to assign, sublet, or transfer shall be of no force or effect whatsoever unless and until COUNTY shall have given its written consent thereto.

## **23. PROVISIONS ARE CONDITIONS OF USE/OCCUPANCY**

Each provision of this Agreement shall be deemed a condition of the right of LICENSEE to use or continue to use the premises. If LICENSEE fails to perform any provision of this Agreement at the time and in the manner herein provided, COUNTY may, at its option,

immediately terminate this Agreement. This right to terminate shall be cumulative to any other legal right or remedy available to COUNTY.

**24. POSSESSORY INTEREST**

This Agreement may create a possessory interest, as described in Section 107 et seq. of the Revenue and Taxation Code of the State of California, in tax-exempt property. If such an interest is created, it may be subject to property taxation and the party in whom the possessory interest is vested may be subject to the payment of taxes on such interest.

**25. LICENSEE TO ACT IN AN INDEPENDENT CAPACITY**

LICENSEE, its officers, Board, agents, and employees shall act in an independent capacity and shall not represent themselves to be or be construed to be officers, agents, or employees of COUNTY.

**26. LICENSE NOT A LEASE**

This Agreement does not constitute a lease, but constitutes a mere revocable license, and LICENSEE is limited to the use of the premises expressly and specifically described in Sections 2 and 7.

**27. NOTICE**

Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by certified mail, return receipt requested, to the respective addresses set forth below. Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

COUNTY: County of Humboldt  
Public Works -Aviation Division  
1106 Second Street  
Eureka, CA 95501

LICENSEE: Humboldt Trap and Skeet Club  
PO Box 3642  
Eureka, CA 95502

All insurance notifications shall also be addressed to:

County of Humboldt  
Attn: Risk Management  
825 5<sup>th</sup> Street, Room 100  
Eureka, CA 95501

Each party may at any time change its address for notice by giving written notice of such change to the other party in the manner provided in this Section.

**28. NUCLEAR FREE CLAUSE**

LICENSEE certifies by its signature below that LICENSEE is not a nuclear weapons contractor, in that LICENSEE is not knowingly or intentionally engaged in the research, development, production, or testing of nuclear warheads, nuclear weapons systems, or nuclear weapons components as defined by the Nuclear Free Humboldt County Ordinance. LICENSEE

agrees to notify COUNTY immediately if it becomes a nuclear weapons contractor as defined above. COUNTY may immediately terminate this Agreement if it determines that the foregoing certification is false or if LICENSEE becomes a nuclear weapons contractor.

**29. DRUG FREE WORKPLACE**

LICENSEE is aware that COUNTY adheres to and certifies that it will provide a drug free workplace. LICENSEE shall notify COUNTY immediately of any unlawful manufacturing, distribution, dispensing, transporting, storing, possession, or use of a controlled substance on AIRPORT property.

**30. NON-EXCLUSIVE RIGHTS**

It is understood and agreed that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right within the meaning of 49 U.S. Code Sections 40103(e) and 47107(a)(4).

**31. ACTS OF GOD, WAR/TERRORISM, AND OTHER CASUALTIES**

COUNTY shall not be responsible for monetary losses or damages to personal property, equipment, or materials of LICENSEE caused by Acts of God, fire, epidemics, labor strikes, or public enemy including but not limited to acts of war and/or terrorism. LICENSEE hereby waives any claims for damages against COUNTY resulting from said acts.

**32. TERMINATION**

Except as provided elsewhere herein, COUNTY reserves the right to terminate this Agreement on seven (7) days notice for any cause or reason provided by the Agreement itself, or by law or upon the happening of one or more of the following:

- A. Filing a petition of voluntary or involuntary bankruptcy with respect to LICENSEE.
- B. The making by LICENSEE of any general assignment for the benefit of creditors.
- C. The abandonment or discontinuance of any operation or activity which LICENSEE has agreed to provide under the terms of this Agreement. If this condition exists for a period of ten (10) days without prior written consent of the COUNTY, it will constitute an abandonment of the land or facilities and of this Agreement.
- D. The failure of LICENSEE to pay promptly when due all rents, charges, fees, or other payments in accordance with this Agreement.
- E. The failure of LICENSEE to remedy any default, breach, or violation of AIRPORT rules and regulations by it or its employees.
- F. Violation of any of the provisions of this Agreement or failure to maintain current licenses required for its operation.
- G. Intentionally supplying COUNTY with false or misleading information or misrepresenting any material fact on its application or documents, or in its statement to or before COUNTY, or intentional failure to make full disclosure on its financial statement or other documents.

**33. LICENSEE'S DEFAULT**

LICENSEE shall be in default of this Agreement if it fails or refuses to perform any material provision of this Agreement that it is obligated to perform if the failure to perform is not cured within thirty (30) days after written notice of the default has been given by COUNTY to LICENSEE. If the default cannot reasonably be cured within thirty (30) days, LICENSEE shall not be in default of this Agreement if LICENSEE commences to cure the default within the thirty (30) day period and diligently and in good faith continues to cure the default.

**34. COUNTY'S REMEDIES ON LICENSEE'S DEFAULT**

COUNTY, at any time after LICENSEE is in default, can terminate this Agreement or can cure the default at LICENSEE'S cost. If COUNTY at any time, by reason of LICENSEE'S default, pays any sum or does any act that requires the payment of any sum, the sum paid by COUNTY shall be due from LICENSEE to COUNTY within ten (10) days of notice of such sum, and if paid at a later date shall bear interest at the maximum rate COUNTY is permitted by law to charge from the date the sum is paid by COUNTY until COUNTY is reimbursed by LICENSEE. The remedies set forth in this Section are in addition to and do not in any manner limit other remedies set forth in particular Sections of this Agreement.

**35. ATTORNEYS' FEES**

If either party shall commence any legal action or proceeding, including an action for declaratory relief, against the other by reason of the alleged failure of the other to perform or keep any provision of this Agreement to be performed or kept, the party prevailing in said action or proceeding shall be entitled to recover, in addition to court costs, reasonable attorneys' fees (including reasonable value of services rendered by County Counsel) to be fixed by the court, and such recovery shall include court costs and attorneys' fees (including reasonable value of services rendered by County Counsel) on appeal, if any. As used herein "the party prevailing" means the party who dismisses an action or proceeding in exchange for payment of substantially all sums allegedly due, performance of provisions allegedly breached, or other considerations substantially equal to the relief sought by said party, as well as the party in whose favor final judgment is rendered.

**36. NON-DISCRIMINATION AND COMPLIANCE WITH LAWS**

**A. NON-DISCRIMINATION AND AFFIRMATIVE ACTION PROVISIONS – FAA RULES**

LICENSEE assures that it will undertake an affirmative action program as required by federal and state regulations, to ensure that no person shall, on the grounds of race, creed, color, national origin, or sex, be excluded from participating in any employment activities. LICENSEE assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. LICENSEE assures that it will require that its covered sub-organizations provide assurance to COUNTY that they similarly will require assurances from their sub-organizations, as required by federal and state regulations, to the same effect.

**B. COMPLIANCE WITH FAA, STATE, AND COUNTY REGULATIONS**

LICENSEE agrees to abide by all FAA rules and regulations pertaining to the operation of AIRPORT, said rules being more particularly set forth in the FAA Lease and Use Agreement Provisions, which are attached hereto and incorporated herein as Exhibit

B. Failure to comply with said rules and regulations shall be grounds for the termination of this Agreement.

LICENSEE and its officers, agents, and employees shall carry on its activities and operations at AIRPORT in compliance with federal laws and Federal Aviation Administration regulations, state statutes, and the rules and regulations governing the use of AIRPORT and all other applicable COUNTY ordinances and regulations.

C. DESIGNATION

LICENSEE shall designate in writing to COUNTY the name and title of the officer or member responsible for compliance with Sections 36(A) and 36(B).

D. TERMINATION

COUNTY shall have the right to terminate this Agreement upon seven (7) days written notice if any of the above mentioned applicable laws, standards, or criteria are not complied with.

37. NO CONTINUING WAIVER

The waiver by COUNTY of any breach of any of the provisions of this Agreement shall not constitute a continuing waiver or a waiver of any subsequent breach of the same, or of any other provision.

38. GENERAL PROVISIONS

A. Time of Essence: Time is and shall be of the essence in this Agreement and in each and every provision contained in this Agreement.

B. Incorporation of Prior Agreements; Amendments: This Agreement contains all the agreements of the parties with respect to any matter mentioned herein. No prior agreement or understanding pertaining to any such matter shall be effective. This Agreement may be modified in writing only, signed by the parties in interest at the time of the modification, and this sentence may not be modified or waived by any oral agreement.

C. Binding Effect; Choice of Law; Venue: This Agreement shall be binding upon and inure to the benefit of the parties, their personal representatives, successors, and assigns. This Agreement shall be governed by the laws of the State of California and shall be deemed to have been entered into in the City of Eureka, County of Humboldt, State of California. Any dispute arising hereunder or relating to this Agreement shall be litigated in the State of California and venue shall lie in the County of Humboldt, unless transferred by court order pursuant to Code of Civil Procedure Sections 394 and 395.

D. Consents: Wherever in this Agreement consent of one party is required to an act of the other party, such consent shall not be unreasonably withheld or delayed.

E. Construction of Agreement; Severability: To the extent allowed by law, the provisions in this Agreement shall be construed and given effect in a manner that avoids any violation of statute, regulations, or the law. COUNTY and LICENSEE agree that in the event any provision of this Agreement is held to be invalid or void by any court of competent jurisdiction, the invalidity of any such provision shall in no way affect any other provision of this Agreement.



F. Relationship: The parties intend by this Agreement to establish the relationship of licensor and licensee only, and do not intend to create a partnership, joint venture, joint enterprise, or any business relationship other than that of licensor and licensee.

**39. DISADVANTAGED BUSINESS ENTERPRISES**

This Agreement is subject to the requirements of the U.S. Department of Transportation's regulations, 49 CFR part 23, subpart F. The LICENSEE agrees that it will not discriminate against any business owner because of the owner's race, color, national origin, or sex in connection with the award or performance of any concession agreement covered by 49 CFR part 23, subpart F.

The LICENSEE agrees to include the above statements in any subsequent concession agreements that it enters and cause those businesses to similarly include the statements in further agreements.

**40. INTERPRETATIONS**

As this Agreement was jointly prepared by both parties, the language in all parts of this Agreement shall be construed, in all cases, according to its fair meaning, and not for or against either party hereto.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto upon the date first written above.

(SEAL)  
ATTEST:  
CLERK OF THE BOARD

BY \_\_\_\_\_

APPROVED AS TO FORM:  
COUNTY COUNSEL

BY Goyce Stigst  
DEPUTY

INSURANCE CERTIFICATES  
REVIEWED AND APPROVED:

BY Daniel Fields  
RISK MANAGER

LICENSEE:  
HUMBOLDT TRAP AND SKEET CLUB  
A NON-PROFIT CORPORATION

BY [Signature]

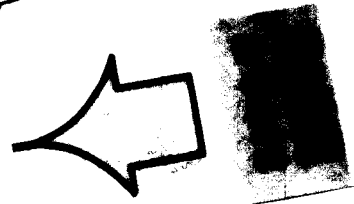
TITLE President

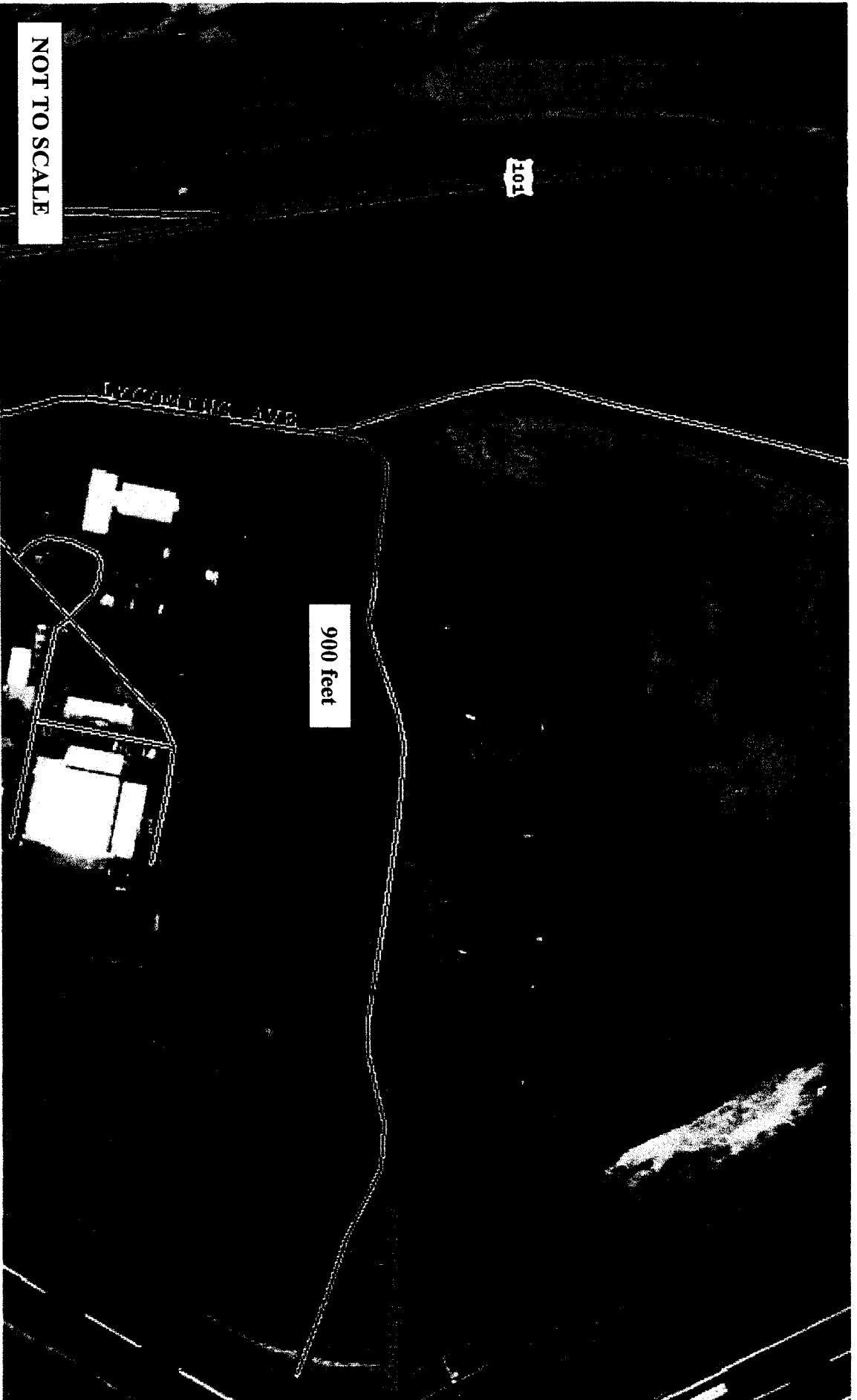
BY Melna Thiel

TITLE Deputy Treasurer

COUNTY OF HUMBOLDT

BY \_\_\_\_\_  
CHAIRPERSON  
BOARD OF SUPERVISORS  
COUNTY OF HUMBOLDT  
STATE OF CALIFORNIA





NOT TO SCALE

900 feet

Humboldt Trap and Skeet Club - ARCAT/ EUREKA AIRPORT  
LICENSE AGREEMENT

EXHIBIT A

## FAA LEASE AND USE AGREEMENT PROVISIONS

### Definitions (For information purposes only)

Aeronautical Activities: Any activity that involves, makes possible, or is required for the operation of aircraft, or which contributes to or is required for the safety of such operations. Activities within this definition, commonly conducted at airports, include but are not limited to air taxi and charter operations, scheduled and nonscheduled air carrier services, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, aircraft sales and services, aircraft storage, sale of aviation petroleum products, repair and maintenance of aircraft, sale of aircraft parts, parachute, glider, balloon or ultralight activities and any other activities which, because of their direct relationship to the operation of aircraft, can appropriately be regarded as aeronautical activities.

Nonaeronautical activities: These include but are not limited to ground transportation (taxis, car rentals, limousines), restaurants, barber shops, auto parking lots, non-aviation businesses, recreational facilities and any other commodities, services, or accommodations made available to the general public that are of a nonaeronautical nature.

Assurance: A provision contained in a federal grant agreement with which the recipient of federal airport development assistance has voluntarily agreed to comply in consideration of the assistance provided.

Exclusive Right: A power, privilege, or other right excluding or debarring another from enjoying or exercising a like power, privilege, or right. An exclusive right can be conferred by express agreement, by the imposition of unreasonable standards or requirements, or by any other means. Such a right conferred on one or more parties, but excluding others from enjoying or exercising a similar right or rights, would be an exclusive right.

Federal Obligation: Used in the context of a federal grant program, federal airport development assistance, land transfers, or other federal aid. It refers to an airport sponsor's legal duty and responsibility to comply with the terms of conveyance instruments and grant agreements.

Minimum Standards: The qualifications or criteria which may be established by an airport owner as the minimum requirements that must be met by businesses engaged in on-airport aeronautical activities for the right to conduct those activities.

Revenue Diversion: The use of airport revenue for purposes other than the capital or operating cost of the airport, the local airport system, or other local facilities owned or operated by the airport owner or operator and directly and substantially related to the air transportation of passengers or property.

Self-Sustaining: The requirement to maintain a schedule of charges for use of the airport which will make the airport as self-sustaining as possible under the circumstances existing at the airport.

- a) For aeronautical users, reasonable rates and charges that reflect the sponsor's cost of providing aeronautical services and facilities are satisfactory.
- b) For nonaeronautical users, rates and charges must be based on the fair market value of the services and facilities provided.

### PROVISIONS:

1. The (grantee, licensee, lessee, permittee, etc., as appropriate) for himself, his heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does

hereby covenant and agree (in the case of deeds and leases add "as a covenant running with the land") that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this (deed, license, lease, permit, etc.) for a purpose for which a DOT program or activity is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

The (grantee, licensee, lessee, permittee, etc., as appropriate) for himself, his personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add "as a covenant running with the land") that: (1) no person on the grounds of race, color or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) shall use the premises in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

The (contractor, tenant, concessionaire, lessee) assures that it will comply with pertinent statutes, Executive Orders and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance. This Provision obligates the (tenant, concessionaire, lessee) or its transferee for the period during which Federal assistance is extended to the airport program, except where Federal assistance is to provide, or is in the form of personal property or real property or interest therein or structures or improvements thereon. In these cases, the Provision obligates the party or any transferee for the longer of the following periods: (a) the period during which the property is used by the sponsor or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits; or (b) the period during which the airport sponsor or any transferee retains ownership or possession of the property. In the case of contractors, this Provision binds the contractors from the bid solicitation period through the completion of the contract.

2. The airport owner/sponsor reserves the right to further develop or improve the landing area of the airport as it sees fit, regardless of the desires or views of the (lessee, licensee, permittee, etc.) and without interference or hindrance.
3. The airport owner/sponsor reserves the right, but shall not be obligated to the (lessee, licensee, permittee), to maintain and keep in repair the landing area of the airport and all publicly owned facilities of the airport, together with the right to direct and control all activities of the (lessee, licensee, permittee, etc.) in this regard.
4. This (lease, license, permit, etc.) shall be subordinate to the provisions and requirements of any existing or future agreement between the airport owner/sponsor and the United States, relative to the development, operation, or maintenance of the airport. Failure of the (lessee, licensee, permittee) or any occupant to comply with the requirements of any existing or future agreement between the lessor and the United States, which failure shall continue after reasonable notice to make appropriate corrections, shall be cause for immediate termination of (lessee's, licensee, permittee's) rights hereunder.
5. There is reserved to the airport owner/sponsor, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the (leased, licensed, permitted) premises. This public right of flight shall include the right to

cause in said airspace any noise inherent in the operation of any aircraft used for navigation or flight through said airspace or landing at, taking off from, or operating on the airport premises.

6. The (lessee, licensee, permittee) agrees to comply with the notification and review requirements covered in Part 77 of the Federal Aviation Regulations in the event future construction of a building is planned for the (leased, licensed, permitted) premises or in the event of any planned modification or alteration of any present or future building or structure situated on the (leased, licensed, permitted) premises. . This requires the submission of FAA Form 7460-1, *Notice of Construction or Alteration* to the FAA.

7. The (lessee, licensee, permittee) by accepting this (lease, license, permit) agreement expressly agrees for itself, its successors and assigns that it will not erect nor permit the erection of any structure or building nor permit object of natural growth or other obstruction on the land leased hereunder above a height as determined by the application of the requirements of Title 14 CFR Part 77. In the event the aforesaid covenants are breached, the owner reserves the right to enter upon the land hereunder and to remove the offending structure or object or cut the offending natural growth, all of which shall be at the expense of the (lessee, licensee, permittee).

8. The (lessee, licensee, permittee) by accepting this (lease, license, permit) agrees for itself, its successors and assigns that it will not make use of the (leased, licensed, permitted) premises in any manner which might interfere with the landing and taking off of aircraft or otherwise constitute a hazard. In the event the aforesaid covenant is breached, the owner reserves the right to enter upon the premises hereby (leased, licensed, permitted) and cause the abatement of such interference at the expense of the (lessee, licensee, permittee).

9. It is understood and agreed that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right within the meaning of U.S. Code 40103 (e) and 47107(a)(4).

10. This (lease, license, permit) and all the provisions hereof shall be subject to whatever right the United States Government now has or in the future may have or acquire, affecting the control, operation, regulation and taking over of said airport or the exclusive or nonexclusive use of the airport by the United States during the time of war or national emergency.

11. The (lessee, licensee, permittee) will furnish services on a reasonable and not unjustly discriminatory basis to all users, and charge reasonable and not unjustly discriminatory prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

12. The (lessee, licensee, permittee) will conform to airport and Federal Aviation Administration safety and security rules and regulations regarding use of the airport operations area including runways, taxiways, aircraft aprons by vehicles, employees, customers, visitors, etc. in order to prevent security breaches and avoid aircraft incursions and vehicle/pedestrian deviations; will complete and pass airfield safe driving instruction program when offered or required by the airport; and will be subject to penalties as prescribed by the airport for violations of the airport safety and security requirements.

Revised: January 2004 (AWP-620.1)