



Offsite Operator Access License

El Dorado County Airports Division

LICENSEE INFORMATION

Operator Business Name: _____

Operator Business Owner(s): _____

Mailing Address: _____

Email: _____ Phone: _____

Aeronautical Business Category: _____

PLEASE ATTACH:

- Current FAA licenses, certificates, and currency records which would be required for the conduct of business, including for any employees who will be accessing the Airport.
- Evidence of required insurance coverage.

If any information provided in this License changes, Licensee shall notify the Airport Supervisor in writing within five (5) days. Notification must be by certified United States mail or by submitting said notice at the Airport Office.

TERMS AND CONDITIONS

This **OFFSITE OPERATOR ACCESS LICENSE AGREEMENT**, entered into upon the date signed by the Airport Director or Designee by and between EL DORADO COUNTY, a political subdivision of the State of California, hereinafter referred to as "County," and _____, hereinafter referred to as the Offsite Operator Access Licensee, or "OPERATOR."

1. **PREMESIS USE:** County hereby licenses to OPERATOR and OPERATOR hereby agrees to accept from County this authorization of access to Airport property ("PREMESIS") described herein for the purpose of conducting commercial aeronautical operations. OPERATOR access is for airport grounds at:

- Placerville Airport
- Georgetown Airport

The PREMESIS are located on federally obligated airport property that is subject to FAA grant assurances made by the COUNTY in accepting federal funding for the airport. A copy of the current FAA Grant Assurances can be found at the FAA's website at https://www.faa.gov/airports/aip/grant_assurances, which are hereby incorporated by reference into this License. OPERATOR'S use of the Premises is subordinate to COUNTY'S federal obligations and conditional on OPERATOR'S compliance with federal law. The Premises are subject to inspection by the Federal Aviation Administration ("FAA") and COUNTY for compliance with FAA regulations and policies governing the use of federally obligated airport property. OPERATOR shall use the premises primarily for aeronautical use only, as defined by the FAA. Unless expressly provided for herein or by other written agreement with COUNTY, nothing in this License shall be construed to grant OPERATOR the right to store property, equipment, or materials on the PREMESIS. OPERATOR is granted access to the PREMESIS on a limited basis for the purpose of conducting business or commercial activity upon the PREMESIS herein, limited to the following activities:

(Description of Business operations and services, including scope of aeronautical activities, operations schedule, etc.)

Equipment, vehicles and aircraft which would be entering or in operation at the airport:

EQUIPMENT TYPE	MAKE/MODEL	PLATE / TAIL NUMBER

Owners/Employees to access airport:

EMPLOYEE NAME	TITLE / CERTIFICATION

2. **TERM:** The term of this Agreement shall be as follows:

Daily, from _____ (date) to _____ (date) OR Monthly from _____ (date) to _____ (date)

Following the completion of the term, OPERATOR shall no longer have access to the Airport for the purposes listed herein without a new agreement.

3. **NO TRANSFER OR ASSIGNMENT:** This License is not transferrable or assignable. OPERATOR shall not assign any interest of the agreement, license or permit any other party or parties to access the airport on behalf of OPERATOR, except any employees listed herein.
4. **NO EXCLUSIVE RIGHT:** This License does not vest in OPERATOR an exclusive right within the meaning of either Section 308(a) of the Federal Aviation Act of 1958 [codified at 49 U.S.C. § 40103(e)] or the Surplus Property Act of 1944 [codified at 49 U.S.C. §§ 47151-47153].
5. **ACCESS DEVICE:** OPERATOR may request and receive an access device, upon payment access device fees to the COUNTY, and may use this device to access the airport through airport gates. The access device shall be returned to the County and deactivated upon completion of the term of this agreement.
6. **RULES AND REGULATIONS:** OPERATOR, and those legally acting on behalf of OPERATOR, agree to abide by all rules and regulations governing the operation and use of the County Airports as set forth in Title 18 of the El Dorado County Ordinance Code, Resolution 188-2024, Board of Supervisors Policy F-10 and all future ordinances, resolutions and regulations of the County regarding the County Airports.
7. **INDEPENDENT CONTRACTOR:** OPERATOR agrees that the OPERATOR, and any officers, agents, and employees, OPERATOR, in the performance of this LICENSE shall act in an independent capacity and not as officers, employees, agents, or associates of COUNTY. OPERATOR is solely responsible for the manner in which it uses PREMESIS and exclusively assumes responsibility for the behavior and acts of its employees, associates, agents, and volunteers and for the behavior and acts of all attendants and participants at the PREMESIS.
8. **FEE:** OPERATOR shall pay to the County a one-time access fee, offsite OPERATOR daily or monthly fee for access to the PREMESIS as established and may be changed from time to time by resolution of the El Dorado County Board of Supervisors.

- 9. PAYMENT:** Access to the Airport on a per-day basis will be paid in full upon initiation of the agreement for the agreed upon term. Occupancy Access on a per month basis and payment of the monthly rate are on a calendar month basis. OPERATOR will pay one quarter (three month) advance rental upon initiation of the License. Payment of the monthly rate is on a calendar month basis. COUNTY shall bill monthly rates on a quarterly basis and submit statements fifteen (15) days before the due date. LICENSEE shall pay the full fee per month and per month charges will not be prorated. LICENSEE shall pay any amounts due on the first date of the quarter. An account will be delinquent if not paid fifteen (15) days after the first day of the quarter. COUNTY will assess late charges at a rate of ten percent (10%) per month on any delinquent amounts. Returned checks will be subject to a Ten Dollar (\$10.00) charge. If this License is terminated for any reason, the County will not issue any refund or proration.
- 10. INDEMNITY:** To the fullest extent permitted by law, OPERATOR shall defend at its own expense, indemnify, and hold the COUNTY harmless, its officers, employees, agents, and volunteers, against and from any and all liability, claims, suits, losses, damages, or expenses of every name, kind and description, including attorney's fees and costs incurred, brought for, or on account of, injuries to or death of any person, including but not limited to workers, COUNTY employees, and the public, or damage to property, or any economic or consequential losses, which are claimed to or in any way arise out of or are connected with the acts or omissions of OPERATOR or its officers, agents, or employees in rendering the services, operations, or performance hereunder, regardless of the degree of fault or negligence on the part of COUNTY, its officers, officials, employees, and volunteers, arising out of or relating directly or indirectly to this license, the limited rights created under this license, or the PREMESIS, including without limitation:
- A. The use or occupancy, or manner of use or occupancy, of the PREMESIS by OPERATOR;
 - B. Any act, error, omission, or negligence of OPERATOR, or of any invitee, guest, officers, agents, or employees of OPERATOR;
 - C. Any alteration, activities, work, or things done, omitted, permitted, allowed, or suffered by OPERATOR in, at, or about the Premises, including the violation of or failure to comply with any applicable laws, statutes, ordinances, standards, rules, regulations, orders, decrees, or judgments in existence on the effective date of this License or enacted, promulgated, or issued after the effective date of this Agreement;
 - D. Any breach or default in performance of any obligation on OPERATOR'S part to be performed under this License; and
 - E. Any action to challenge COUNTY'S approval of the LICENSE or use of the PREMESIS by OPERATOR, including, but not limited to, any action brought pursuant to the California Environmental Quality Act, California Public Resources Code Section 21000, et seq., or 14 Code of Federal Regulations Part 16, FAA Rules of Practice for Federally Assisted Airport Proceedings.

OPERATOR'S obligations pursuant to this Section include the duty to defend set forth in Civil Code Section 2778 and shall survive termination or expiration of this Agreement. OPERATOR, as a material part of the consideration to COUNTY, hereby assumes all risk of damage to property or injury to persons in or upon the Premises and common areas (e.g., taxiways, runways, parking lot restroom, pilot's lounge, fuel areas, and grass area) arising from any cause except that caused by the active or sole negligence of COUNTY, its employees or agents, and OPERATOR hereby waives all claims in respect thereof against COUNTY.

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

- 11. INSURANCE:** OPERATOR shall provide proof of a policy of insurance satisfactory to COUNTY'S Risk Management Division and documentation evidencing that OPERATOR maintains insurance that meets the following minimum requirements:
- A. An umbrella insurance policy with a total coverage amount of \$1,000,000 per occurrence for bodily injury and property damage to cover both the aircraft operated and/or stored on the premises, premises liability, and the automobile being used on the airport. The County of El Dorado, its officers, officials, employees, and volunteers are included as additional insured; OR

B. Aircraft Liability Insurance of \$1,000,000 per occurrence for bodily injury and property damage for aircraft operated and/or stored on the Premises and must include premises liability, and in the event motor vehicles are used by OPERATOR on the PREMISIS, Motor Vehicle Liability Insurance of not less than \$250,000 bodily injury limits per person, \$500,000 bodily injury limits per occurrence, and \$500,000 for damage to the property of other people.

C. Full Worker's Compensation and Employers' Liability Insurance covering all employees of the OPERATOR as required by law in the State of California.

OPERATOR shall furnish a certificate of insurance satisfactory to COUNTY'S Risk Management Division as evidence that the insurance required above is being maintained. The insurance shall be issued by an insurance company acceptable to COUNTY'S Risk Management Division or be provided through partial or total self-insurance likewise acceptable to COUNTY'S Risk Management Division. OPERATOR agrees that the insurance required herein shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time or times during the term of this License, OPERATOR agrees to provide at least thirty (30) days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the License, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of COUNTY'S Risk Management Division, and OPERATOR agrees that the agreement shall not commence prior to the giving of such approval. In the event OPERATOR fails to keep in effect at all times insurance coverage as herein provided, COUNTY may, in addition to any other remedies it may have, terminate this agreement.

The certificates of insurance must include provisions stating that:

A. "The insurer will not cancel the insured's coverage without 30-day prior written notice to COUNTY"; and

B. "The County of El Dorado, its officers, officials, employees and volunteers are included as additional insured, on an additional insured endorsement for Aircraft Liability policies, but only insofar as the operations under this Agreement are concerned." This provision shall apply to the Aircraft Liability Policies.

OPERATOR's insurance shall be primary insurance as respects COUNTY, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by COUNTY, its officers, officials, employees, or volunteers shall be in excess of OPERATOR'S insurance and shall not contribute with it. Any deductibles or self-insured retentions must be declared to, and approved by, COUNTY. At the option of COUNTY, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects COUNTY, its officers, officials, employees, and volunteers; or OPERATOR shall procure a bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses. Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to COUNTY, its officers, officials, employees, or volunteers. The insurance companies shall have no recourse against COUNTY, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by any insurance company. OPERATOR's obligations shall not be limited by the foregoing insurance requirements and shall survive the expiration of this License. In the event OPERATOR cannot provide an occurrence policy, OPERATOR shall provide insurance covering claims made as a result of performance of this Agreement for not less than three (3) years following completion of the AGREEMENT. The certificate of insurance shall meet such additional standards as may be determined by COUNTY, either independently or in consultation with COUNTY'S Risk Management Division, as essential for protection of COUNTY.

12. COUNTY'S RIGHTS: COUNTY reserves to itself and to its successors or assigns hereunder all rights related to the Airport not expressly granted to OPERATOR in this License.

13. NON-DISCRIMINATION AND COMPLIANCE WITH LAWS: In all its activities within the scope of its airport program, OPERATOR agrees to comply with pertinent statutes, Executive Orders and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability be excluded from participation in any activity conducted with or benefiting from Federal assistance. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Nondiscrimination covenants, COUNTY will have the right to terminate this Agreement. The above provision obligates the OPERATOR for the period during which the property is used by

OPERATOR and the airport remains obligated to the Federal Aviation Administration. During the performance of this contract, the OPERATOR, for itself, its assignees, and successors in interest agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- A. Title VI of the Civil Rights Act of 1964 (42 USC § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- B. 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- C. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- D. Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 et seq.), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
- E. The Age Discrimination Act of 1975, as amended (42 USC § 6101 et seq.) (prohibits discrimination on the basis of age);
- F. Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- G. The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- H. Titles II and III of the Americans with Disabilities Act of 1990 (42 USC § 12101, et seq) (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;;
- I. The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- J. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);
- K. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- L. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 et seq).

During the performance of this contract, OPERATOR, for itself, its assignees, and successors in interest (hereinafter referred to as the “OPERATOR”), agrees as follows:

- A. Compliance with Regulations: OPERATOR will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this License.
- B. Nondiscrimination: OPERATOR, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. OPERATOR will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program

set forth in Appendix B of 49 CFR part 21.

C. Solicitations for Subcontracts, including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding or negotiation made by OPERATOR for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by OPERATOR of the OPERATOR'S obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

D. Information and Reports: OPERATOR will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by COUNTY or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, OPERATOR will so certify to COUNTY or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

E. Sanctions for Noncompliance: In the event of OPERATOR'S noncompliance with the non-discrimination provisions of this contract, COUNTY will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

- i. Withholding payments to the OPERATOR under the contract until the OPERATOR complies; and/or
- ii. Cancelling, terminating, or suspending a contract, in whole or in part.

F. Incorporation of Provisions: OPERATOR will include the provisions of paragraphs A through F in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. OPERATOR will take action with respect to any subcontract or procurement as COUNTY or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if OPERATOR becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, OPERATOR may request COUNTY to enter into any litigation to protect the interests of the COUNTY. In addition, OPERATOR may request the United States to enter into the litigation to protect the interests of the United States.

14. COMPLIANCE WITH FEDERAL AVIATION ADMINISTRATION, STATE AND COUNTY RULES AND REGULATIONS: OPERATOR and its officers, agents, employees, subcontractors, or volunteers shall observe faithfully all rules and regulations affecting use of Airport and shall agree to abide by all Federal Aviation Administration (FAA) rules and regulations pertaining to the operation of Airport and the use of federally obligated airport property, including all FAA grant assurances as they now exist and may be amended from time to time. Failure to comply with those rules and regulations shall be grounds for immediate termination of this Agreement. OPERATOR and its officers, agents, employees, subcontractors, or volunteers shall carry on their activities and operations at Airport in compliance with federal laws, state statutes, and the rules and regulations governing the use of Airport and all other applicable COUNTY ordinances and regulations, including the following Storm Water Pollution Prevention Plan (SWPPP) requirements:

- A. A drip pan sufficient to catch and contain all oil and fluids shall be used at all times while performing any service on the asphalt, dirt or hangar floors.
- B. Some type of absorbent material must be readily available to soak up fluids and fuel that may be spilled. If a spill should occur, any residue on the pavement or dirt must be cleaned immediately and disposed of off-site.
- C. Tarp asphalt if solvent is used. All oils and fluids are to be kept indoors or under some type of cover.
- D. Used oil is to be put into oil recovery stations at the Airport (if available) or disposed of off Airport property at a recycler of your choice. No oil dumping on Airport property.
- E. Used hydraulic fluids, solvents or batteries are to be disposed of off-Airport at a recycler of your choice. The County does not provide this service.
- F. A broom is to be used after servicing to ensure that any dirt or debris are not left on the paved surfaces.
- G. Biodegradable materials are to be used when at all possible. Aircraft washing is to be done only with biodegradable cleaners. All aircraft washing is performed in designated areas so that the wash water

does not enter the stormwater system. Washing can also occur inside tenant hangars.

H. Periodic inspections for compliance will be done as required by our Storm Water Permit. We are required by the State Water Resources Control Board to log/report any violations and show evidence in our annual report that the violations were addressed, and corrective action was taken.

I. Continued violations by a commercial operator will require the operator to obtain an individual permit for her/his business at her/his own cost.

J. All maintenance of aircraft or associated equipment must be completed in an indoor space or within a designated maintenance location that is identified in the airport specific SWPPP.

15. TERMINATION: This license may be terminated for any reason by either the OPERATOR or the COUNTY. OPERATOR may terminate by providing ten (10) days prior written notice to County by United States mail or by delivery of said written notice to the airport office. County may terminate by providing ten (10) days prior written notice to OPERATOR mailed to the address on this license.

AGREEMENT

IN WITNESS WHEREOF, the parties hereto have made and entered into this Agreement upon the day and year signed by the Airport Director below.

OFFSITE OPERATOR ACCESS LICENSEE

Dated: _____ By: _____
OPERATOR

COUNTY OF EL DORADO

Dated: _____ By: _____
County Airports Division

*****For Airport Administration Use Only*****		
Placerville Gate:	Card # _____	Device # _____
Georgetown Gate:	Card # _____	Device # _____