RENT AND FEE SCHEDULE

DEPARTMENT OF AIRPORTS

Rents and Fees Common to
Camarillo and Oxnard Airports

Effective July 1, 2020

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RENT AND FEE SCHEDULE
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I. AIRCRAFT STORAGE

No aircraft shall be allowed to remain as tenants in/on assigned aircraft storage space on either Camarillo or Oxnard Airport without having first registered with the Director of Airports, or his representative, and having obtained a valid permit, Lease Agreement, or License Agreement as required and having paid the fees as set forth below:

Transient aircraft shall be charged fees as set forth below:

The following shall apply to all aircraft storage Lease and License Agreements:

Fee: All fee calculations listed under this section will be rounded to the nearest whole dollar.

Late Fee: Storage Hangar Lease and License Fees are due and payable on or before the first of each month and if not received by the 16th day a late charge of $15 shall be added.

Security Deposit: Tenant shall provide County with and thereafter maintain a refundable cash security deposit in an amount equal to $15 plus one (1) month's rent in effect at the time of initial license sign-up.

A. Transient Tie-downs (overnight) 12,500 lb. or less

1. Single Engine - $8/day
2. Multi Engine - $10/day
3. Aircraft over 12,500 lb. refer to section C below

(Note: see Section II. A. Landing Fees count as first night daily fee)

B. Tie-downs (month to month)

1. Push in/out - $102/month
2. Taxi in/out - $139/month

C. Large Aircraft (over 12,500 lb.)
Tie-down/Monthly and Transient/Daily Fees: Daily fee $1.44 per 1,000 lbs. of Max. gross take-off weight. Monthly fee is 10 times the daily fee. Fees are rounded to the nearest whole dollar.

NOTES:
a) Taxi in/out spaces limited to aircraft too heavy to manually maneuver.
b) Light Aircraft (12,500 lb. and under) with wingspans exceeding normal tie-down dimensions must rent two or more spaces to accommodate aircraft size.

D. Ground Rent - Private Hangars

1. The rent for Privately owned hangars is based upon $0.139 per square foot per month.

   NOTES:

   a) See Exhibit B for the areas of various hangars calculated from actual measurements and rounded down to the next increment of 10 square feet.

   b) Privately owned hangars to which electrical service was installed at no cost to County are exempt from the electrical service rate.

   c) Hangars served with electricity through an independent meter, paid by County, shall be charged an additional estimated $9 per month electrical energy charge. The actual vs. estimated energy costs will be evaluated annually and adjustments made accordingly.

   d) Upon termination of the Lease Agreement for cause, Lessee shall be placed on a daily rate equivalent to two times the monthly rate divided by 30 and rounded to the next highest dollar.

E. County Owned Hangars (Examples of area - not all inclusive)

1. The rent for County owned hangars built/installed prior to 2019 is based upon $0.364 per square foot per month. The rent for County owned hangars built/installed in or after 2019 is based upon $0.50 per square foot per month.

   NOTES:

   a) Hangars served with electricity through an independent meter, paid by County, shall be charged an additional estimated $9 per month electrical energy charge. The actual vs. estimated energy costs will be evaluated annually and adjustments made accordingly.

   b) Upon termination of the Lease Agreement for cause, Lessee shall be placed on a daily rate equivalent to two times the monthly rate divided by 30 and rounded to the next highest dollar.

   c) The following are examples of hangar areas – not all inclusive:

Inventory installed prior to 2019:	Inventory installed in or after 2019:
1. Port-A-Port (800 S.F.)	1. Tee Hangars (1,130 S.F.)
2. Fixed T (1,000 S.F.)	2. Tee Hangars (1,310 S.F.)
3. Port-A-Port (1,050 S.F.)	3. Tee Hangars (1,280 S.F.)
4. NUNNO (1,100 S.F.)	4. Tee Hangars (1,550 S.F.)
5. NUNNO (1,400 S.F.)	5. Tee Hangars (2,800 S.F.)
6. Port-A-Port (1,500 S.F.)	
7. Port-A-Port (2,000 S.F.)	
8. Box (2,200 S.F.)	

II. AIRCRAFT OPERATIONS

A. Landing Fees

1. Air Carriers (scheduled commercial – non-based) and Air Taxis (non-scheduled commercial – non-based) shall be charged a minimum landing fee of $15.49 or $1.44 per 1,000 pounds of gross weight, rounded to the nearest whole dollar, whichever is greater. The term "gross weight" shall be the certified maximum gross takeoff weight specified by FAA for the type of aircraft.

   NOTE: Landing Fee includes first overnight parking fee.

2. Privately owned or leased aircraft (non-based), not used for hire or compensation, shall be exempt from landing fees up to 12,500 pounds. However, heavier aircraft shall be charged at the above rate.

3. Lighter-than-air Aircraft Use Fee. Lighter-than-air aircraft such as airships, dirigibles, blimps and balloons shall be charged a daily use fee of $113. The payment of this fee shall entitle the operator to a mooring location on a site assigned by the airport, as well as parking for support vehicles. Prior permission of the Director of Airports is required.

B. Fuel Flowage/Storage

1. Fuel Flowage - All vendors and Self-Fueling Operators who dispense aviation fuel upon County Airports shall pay the County a Fuel Flowage Fee of $0.06 per delivered gallon.

2. Facility Fee – (For use of County Fuel Farm Facilities) vendors and Self-Fueling Operators who dispense aviation fuel upon County Airports shall pay the County a Facility Fee of $0.02 per delivered gallon.

NOTE: Tenant will pay actual cost of utilities on a pro rata basis and will be billed

quarterly for those costs. An annual adjustment will be made at the end of each year.

3. Oil Flowage - All vendors who dispense aviation oil upon County Airports shall pay the County an Oil Flowage Fee of $0.15 per delivered gallon.

4. Fuel Tank Rental - Whenever County owned tanks are utilized to store fuel, a Fuel Storage Fee of $0.046 per delivered gallon shall be paid to County.

NOTE: Flowage and Storage Fees are due with submission of Quarterly Fuel Flowage Reports and are in addition to all other rents due.

a) Late fees of 10% are applicable to flowage and storage fees when not paid by the thirtieth day following the end of each quarter.

b) Fuel/Petroleum Vendors and Self-Fueling Operators shall obtain and maintain all permits and associated fees.

III. GOVERNMENT AIRCRAFT

Airport facilities shall be made available to government aircraft (state or federal) without charge except if the use by government aircraft is substantial. Substantial use shall be considered to exist when during any calendar month:

A. Five (5) or more government aircraft are regularly based at the airport or on land adjacent thereto; or

B. The total number of movements (counting each landing as a movement) of government aircraft is 300 or more, or the gross accumulative weight of government aircraft using the airport (the total movements of government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

C. Government aircraft are based or use airport(s) in excess of any 90-day period.

This is in conformance with those assurances given under the Federal Airport Act or the Airport and Airway Development Act of 1970.

IV. AIRPORT BUILDINGS/IMPROVEMENTS

A. Rent (Non-Aviation)

The lease rental rate for airport-owned non-aviation buildings and improvements shall be based on the estimated value of the building replacement cost per square foot with a ten percent (10%) return on investment or as otherwise approved by the Board of Supervisors. The fair market rental rate for all airport owned buildings and improvements shall be established by an appraisal by the Real Estate Services Division of the Public Works Agency or an outside, independent

appraiser. The appraisal and subsequent rental rates shall reflect whether or not one or more utilities may be included. The rental rate shall also reflect if any other services such as maintenance or janitorial are included.

B. Rent (Aviation)

The lease rental rate for airport-owned aviation buildings and improvements shall be based on cost recovery, as compared to Fair Market Value.

Current rates per square ft. per month are:

	Camarillo	Oxnard
Hangar	$0.40	$0.40
Shop	$0.40	$0.40
Office	$0.50	$0.50
Ramp	$0.0794	$0.0794

C. Term of Lease (Minimum Qualifications) Non-Aviation

A capital investment of $20,000 per acre, per year of lease, may be required, as approved by the Director of Airports, and such improvements shall be completed within two years or less, or as negotiated in the lease.

D. Term of Lease (Minimum Qualifications) Aviation

1. Full Service ASP- A minimum capital investment of $20,000 per acre, per year, is required, as approved by the Director of Airports. All agreed-upon improvements shall be completed within the first two years or less, or as approved by the Board of Supervisors.

2. Limited Service ASP- A capital investment of $20,000 per acre, per year, is required, as approved by the Director of Airports, and all agreed-upon improvements shall be completed within the first two years or less, or as negotiated in the lease.

3. Single Service ASP- A capital investment of $20,000 per acre, per year, is required, as approved by the Director of Airports, and such improvements shall be completed within one year or less, or as negotiated in the lease.

NOTES: Tenant shall maintain leased premises in as good or better condition, to include:

Repainting at least once every 10 years
Maintain roof free of leaks
Maintain landscaping in clean and healthy condition (free of trash)

E. Leases up to Five Years Term may be executed by the Director of Airports.

V. AIRPORT LAND/GROUND AREAS

A. Rent (Non-Aviation and Aviation)

1. Ground Leases: (Oxnard and Camarillo) All Ground Leases are subject to a minimum base rent and/or percentage rent, and Board of Supervisors approval. All ground leases are subject to a 5-year rent review and adjustment.

(NOTE: Formula Minimum Rent: 10% of the Fair Market Value and/or appraised value of land per annum or as otherwise approved by Board of Supervisors. Land to be reappraised yearly and Rental Value to be adjusted per Lease language, but not less than every 5 years.)

a) Non-Aviation Land Rent Rate is $1.35 per square ft. per year based on 10% ROI using March 21, 2019 appraisal stating land value at $13.50 per square foot.

b) Aviation Land Rent Rate is $0.8750 per square ft. per year based on Non-Aviation Land rate and discounted 35% due to use being restricted to aviation only.

Percentage Rent: Applicable Rate of all gross receipts from Tenants subject to percentage.

2. "Month to Month" Ground Lease: All Month to Month (no options) Ground Leases are subject to formula minimum base rent or negotiated rent, whichever is greater, and may be executed by the Director of Airports. All month-to-month ground leases are subject to annual review and adjustment.

(NOTE: Formula Minimum Rent: 10% of the Fair Market Value and/or appraised value of land per annum or as otherwise approved by Board of Supervisors. Land to be appraised and Rental Value adjusted periodically with Director of Airports' discretion).

NOTES:

a) All improvements constructed by the Tenant on the Airport shall, at the option of the County, be removed and the ground area returned as nearly as practicable to its original condition or may be vested with the County upon termination of the Lease.

b) Tenant shall maintain leased premises in as good or better condition, to include:

Repainting at least once every 10 years (or as needed)
Maintain roof free of leaks
Maintain landscaping in clean and healthy condition (free of trash).

c) Agricultural leases are handled as special situations and are exempted from the foregoing guidelines and minimums. Rents shall be established by market comparisons as determined by the Director of Airports.

d) Not-for-profit aviation museums are handled as special situations and are exempted from the foregoing formula minimum rent requirements. Land rent shall be as negotiated with the Director of Airports and approved by the Board of Supervisors.

B. Term of Lease (Non-Aviation and Aviation)

1. Ground Leases: One (1) year or more leases. In order to secure a long-term ground lease beyond one (1) year, lessee shall invest $20,000 per acre, per year, as approved by the Director of Airports. All agreed-upon improvements shall be completed within the first year or less, or as approved by the Board of Supervisors. All improvements (excluding fueling apparatus) shall transfer to County at end of 20th year, regardless of term, or as negotiated with Airport Director and approved by the Board of Supervisors.

2. "Month to Month" Ground Leases: Renewable until terminated (no options to extend).

C. Leases up to Five Years Term may be executed by the Director of Airports

VI. AUTO PARKING

A. Terminal Area Parking (Oxnard Terminal Building)

0-4 hours free
4-6 hours $4
6-12 hours $5
12-24 hours $8
Each additional 24 hours $8/day

(Note: $100.00 monthly rates available)

B. Permit Parking (Excludes Oxnard Airport Terminal Parking)

1. Rent-a-Car Company - $20/month/space
2. All others - $25/month/space
3. Permit replacement fee - $5

VII. AIRPORT PERMITS

A. Commercial Activity Permits

No person or business entity other than current lessee or licensee shall sell or publicly solicit the sale of merchandise, conduct or operate a business or service for hire or compensation, or advertise or solicit business or utilize airport land area upon property under the jurisdiction of the Department of Airports unless a permit is first obtained from the Director of Airports. The permit holder will perform permitted activities only in those areas designated on the permit.

To qualify for a Commercial Activity Permit, the following is required:

1. Permit Fee, Aviation Commercial uses/activities and aircraft/auto mobile detailing

    a) Daily Permit $199; ea. additional consecutive day $35
    b) Annual Permit
        1. Mobile Mechanic $1,879
        2. Independent Flight Instructor $1,879
        3. Self-Fueler $1,879

2. Permit Fee, Non-Aviation Commercial uses/activities

    a) Daily Permit $436; ea. additional consecutive day $100 (up to 3 days)
    b) Monthly Permit $871
    c) Annual Permit $2,438

3. A Certificate of Insurance naming the County of Ventura and/or Department of Airports as Additional Insured with coverage as specified in Exhibit "A."

4. A $20 fee will be collected on all first issue gate access cards. Broken, damaged, or lost cards will be replaced for a fee of $16 each card.

5. Evidence of the applicable City business license.

NOTE: Permit does not allow Permittee to enter upon lessee's premises without approval of lessee. Commercial activity permit fees may be adjusted at the discretion of the Director of Airports if deemed necessary for the provision of services. One-Year Permit is subject to 30-day termination.

B. Commercial Film/Photography Permits

No person or business entity shall conduct any commercial filming, photography or demonstrations upon County airports without first obtaining a permit from the Director of Airports.

To qualify for a Commercial Film/Photography Permit, the following is required:

1. Permit Fee

   a) Feature/TV/Commercial/Movie Filming $1,100/day (includes location and basecamp 1-20 cast/crew)
   b) Feature/TV/Commercial/Movie Filming $3,000/day (includes location and basecamp 21+ cast/crew)
   c) Commercial Photography $800/day

2. Certificate of Insurance naming the County of Ventura as Additional Insured with coverage as specified in Exhibit "A."

3. Security/clean up deposit equal to the per-day fee may be required if determined by the Director of Airports to be justified by the planned activity.

NOTES:

a) The above fees apply to all or part of a facility under the jurisdiction of the Department of Airports.

b) Maximum permit term is seven (7) days including setup and disassembly time, without advance approval of the Director of Airports.

c) Activity on leased property still requires a County permit; however, County charge for such Permit shall be limited to $262 per day.

C. Special Use (Non-commercial) Activity Permit

No person or entity shall conduct a non-commercial, individual and/or community/club activity upon County airports without first obtaining a permit from the Director of Airports.

To qualify for a Special Use Permit, the following is required:

1. Permit Fee

   a) Daily fee $436; ea. additional consecutive day $100
   b) Annual fee $2,438

2. Certificate of Insurance naming the County of Ventura as Additional Insured with coverage as specified in Exhibit "A" if determined by the Director of Airports to be justified by the planned activity. Any event involving alcohol, if approved, will require insurance and appropriate alcohol license from the Alcohol Beverage Control.

3. Security/cleanup deposit equal to the per day fee, if determined by the Director of Airports to be justified by the planned activity.

D. Use of Airport for Promotion of Aviation and/or a Non-Profit/Community Activity

Aviation related and/or community oriented one-time events considered to be of public interest, non-profit, and/or having a value to the aviation community, may request in writing a waiver of fees, which may be approved at the discretion of the Director of Airports. Examples: National Aviation Day, special Aircraft fly-ins, and special aviation group activities.

E. Special Uses Requiring Extra or Overtime Personnel

Special uses requiring extra County personnel shall be charged, in addition to use fee, an hourly rate for personnel for each hour or portion thereof required (two (2) hours minimum for Airport Operations Officers).

F. Aircraft Repair Work Areas

The use of aircraft repair work areas is limited to aircraft owners, notwithstanding commercial activity provided for herein.

Fee: $6.00 for each four (4) hour block of time or portion thereof.

G. Taxi-Cab Stand/Scheduled Shuttle Operations/Courtesy Vehicles

Taxicabs, scheduled shuttles and courtesy vehicles may enter airport property without charge for the purpose of dropping off passengers. However, no taxicab, scheduled shuttle or courtesy vehicle shall be allowed to pick up or await passengers or to remain in the designated taxi stand or shuttle area without first having obtained a permit.

The following is required for a permit:

1. Taxi/Shuttle Permit Fee $1,466 per year; (at discretion of Director, may be payable $134 per month in advance).
2. Courtesy Vehicle Permit Fee (Hotel/Motel vehicle to which no fee for service is charged to the customer) $149 per year each company.
3. Certificate of Insurance naming the County of Ventura as Additional Insured, with coverage as specified in Exhibit "A."
4. Evidence of the applicable City Business License.

VIII. MISCELLANEOUS CHARGES

A. Document Processing Fee

A fee shall be paid to County in advance for "Tenant-initiated" and/or public requested drafting and/or processing each Amendment, Assignment, Concurrence, Change of Ownership, Approval of Sublease, Extension of Terms, Option to Lease, or other modifications of month-to-month or long-term leases or research of public documents. This processing fee shall be deemed earned by County when paid and shall not be refundable. Fee is construed as reimbursement of administrative costs pursuant to transaction or research. (County or mutually initiated documents are exempted.)

1. Documents executed by Director of Airports $50.
2. Documents executed by Board of Supervisors $250.

B. Transfer Fee for Long Term Lease (Term exceeding 1 year)

2% of sales price, based on appraisal and/or purchase agreement. Term ground leases for privately owned aircraft storage hangars that were previously month-to-month leases, signed on or between July 1, 2020, and June 30, 2021, are exempt from this fee.

C. Document Copying Fee

A fee of $0.035 per page shall be charged for reproducing all documents not associated with the conduct of routine airport business. There will be no staff time charged for the first two hours of retrieval and copying time. For the third hour and longer, the charge will be the lower of: (1) the actual hourly rate of the employee(s) doing the retrieval and copying; or (2) $24.00 per hour.

D. Bad Check Charge

A "bad check" charge of $25 will be added to that amount owed for all checks returned for insufficient funds or any other reason.

E. Security Gate Cards

Parking and security gate cards for entrance to parking and general aviation areas (hangar and tie-down) will be issued by the Director of Airports to authorized persons. A $20 fee will be collected on all first issue cards. Broken, damaged, or lost cards will be replaced for a fee of $16 each card.

F. Parking Citations

Civil penalty citations issued for vehicular parking violations under Ventura County Ordinance Codes 6508-21 and 6508-22 are set at $50 per violation.

G. Conference Room Fee (subject to waiver for public interest/aviation safety events)

Large Room $185/day
Small Room $42/day

H. Late Fee

10% of unpaid balance (not compounded) on all leases, and licenses, including percentage rents and fees. Tiedowns/hangars refer to Section I.

I. Airport Sweeper Service Fee

$118/hour (or partial hour) for use of airport sweeper on airport. Fee includes airport personnel as sweeper operator.

J. Other Hourly Rates

Grant Billing – Federal Grants

Administrative Officer I/II $117.25/hour
Senior Accounting Tech $76.26/hour

Maintenance Workers

Senior Maintenance Worker $90.12
Lead Maintenance Worker $106.98

Operations Workers

Operations Officer $105.61/hour
Small UAS Operations (two Officers) $211.22/hour

IX. LEASE/LICENSE AGREEMENTS

A. Types of Tenancy/Use

1. Full-Service Aeronautical Service Provider (ASP): An operator that provides a full range of aviation services as identified in the lease agreement.

2. Limited Service Aeronautical Service Provider (ASP): Specialized aircraft business and services, excluding fueling services, as identified in the lease agreement.

3. Specialty Aviation Operations: (Single-Service ASP), Air taxi, charter, (non-scheduled) air carrier, aircraft sales, aircraft leasing, and non-profit flying clubs and flight schools.

4. Industrial or Non-aviation Business: Business of a type whose operations are not dependent on runway access or airport orientation.

5. Land Leases: Tenant constructs a building or makes improvements on County owned land.

NOTE: Refer to Minimum Aeronautical Standards for commercial leases.

B. Improved Areas - Hangar, Office, Shop, Tie-downs, etc.

1. Base Rent Leases - No Percentage

Base rents are established by Fair Market Value comparisons.

2. Percentage Rent Leases

All percentage rent leases, as determined by the Director of Airports, are subject to a fixed minimum rent based on the square footage of the premises (hangar, shop, and office space) and/or a predetermined percentage of the gross receipts for various uses.

3. Tie-Down Spaces - Full Service and Limited ASP

Tie-down spaces may be assigned to the ASP in their respective leases based upon the following criteria only:

a) One tie-down space may be assigned to the Full Service or Limited ASP upon a demonstrated need for each 2,000-sq. ft. of hangar, office, and shop space leased. (A demonstrated need would be a flight school with a number of owned or leased aircraft; such tie-downs shall not be rented month to month.)

b) Additional Tie-down spaces requested by the ASP may be obtained through execution of a tie-down License Agreement and the payment of fees as shown in Section I, B and will be considered as additional rent.

4. Options

All rents and fees for option tenancy shall be adjusted to reflect the rate as set forth in the Board-approved Rent and Fee Schedule that is in effect on the date that the

option becomes effective, or at the end of every fifth year of term, or as specified in lease.

C. Terminal Areas - Building and Parking (Oxnard)

1. Air Carrier
2. Air Taxi and Air Charter (Non-scheduled)
3. Auto Rental (Rent-a-Car)
4. Travel Agency
5. Lobby Concessionaire or Licensee

a) Term: Up to 5 years

b) Minimum Rents: Established at Fair Market Value based on comparisons.

c) Percentage Rents: Amount by which specified percentage rent exceeds minimum for counter, office, and cargo area (and fee for parking spaces if included in lease agreement).

NOTES:

1) In addition to space rental, auto rental tenants shall pay quarterly 10% of gross receipts. Assigned parking shall be at $20/month per space (5 spaces minimum).

2) Travel Agency tenants shall pay $100 minimum or more per month vs. 1/2% on first $250,000 gross sales and 1% over.

D. Off-Airport Auto Rental (Rent-A-Car)

Shall report and pay 8.5% of gross receipts attributed to airport pick-ups and execute a license and use agreement with the County.

E. Restaurant

1. Major operation – Base and/or percentage rent as prescribed in lease contract with Board of Supervisors approval. (Longer than 5-year lease.)

2. Minor operation – Minimum base rent and/or 7% gross receipts. (5 years or less.)

X. ACCESS TO AIRPORT FROM ADJACENT PRIVATE PROPERTY

A. All requests for company/private aircraft oriented uses shall be considered as a special situation and must be approved on an individual basis by the Director of Airports.

B. Authorization for access to the Airports will be given on County's License Agreement format.

C. The applicant for access to the Airport shall be required to pay for all improvements on Airports' property that are necessary and prerequisite, in the opinion of the Director of Airports, to accommodate the applicant's access needs. If Licensee is not required by County to remove all such improvements and restore the property to its original condition, the improvements shall become the property of the County.

D. Minimum rents and percentages for access may be negotiated based on type and intensity of airport use.

XI. INSURANCE REQUIREMENTS FOR AIRPORT LESSEES, LICENSEES AND PERMITTEES

See Exhibit "A" attached.

EXHIBIT "A"

INSURANCE REQUIREMENTS FOR AIRPORTS
LESSEES, LICENSEES AND PERMITTEES

I. LESSEES

These are prescribed minimum limits; however, good business indicates that higher limits should be used for most businesses. In any given year, all lessees, licensees, and permittees shall maintain, or increase to maintain, the minimum insurance requirements as stipulated in the then current year Board-approved Rent and Fee Schedule. (Minimum insurance limits are subject to possible adjustment annually). Current year refers to the present County fiscal year and not the year a lease was signed.

A. Aeronautical Service Providers: Tenant offers full range of ASP services, as defined in the Minimum Aeronautical Standards.

1. Commercial General Liability: "Occurrence" coverage in the minimum amount of $2,000,000 combined single limit (CSL) bodily injury & property damage each occurrence and $2,000,000 aggregate, including personal injury, broad form property damage, products/ completed operations, broad form blanket contractual and $100,000 fire legal liability.

2. Aircraft and Airport Operations, including passengers, products and completed operations: Combined single limit for bodily injury and property damage of $2,000,000 each occurrence.

3. Hangar Keepers Liability: $100,000 per aircraft, but not less than the replacement value of all aircraft in the care, custody and control of tenant.

4. Commercial Auto Policy: Including all owned autos, non-owned autos, scheduled autos and uninsured motorists. Limits of $500,000 for each occurrence. Exception: fuel trucks (see below).

5. Fuel Truck: $1,000,000 per vehicle.

6. Workers' Compensation (WC) coverage, in full compliance with California statutory requirements, for all employees of Tenant and Employer's Liability in the minimum amount of $1,000,000.

7. The above policy/policies must name the County of Ventura and Department of Airports as additional insured. An additional insured endorsement and a certificate of insurance must be provided with a 30-day cancellation notice. The County of Ventura must be informed immediately if the general aggregate of insurance is exceeded and additional coverage must be purchased to meet the

above requirements.

NOTE: The WC requirement is waived only if the Tenant is a sole proprietor with no employees, volunteers or family members working in the business. Proof of Personal Medical Insurance will be required instead.

B. Air Carriers:

1. Commercial General Liability: "Occurrence" coverage in the minimum amount of $50,000,000 combined single limit (CSL) bodily injury & property damage each occurrence and $50,000,000 aggregate, including personal injury, broad form property damage, products/ completed operations, broad form blanket contractual and $100,000 fire legal liability.

2. Aircraft and Airport Operations, including passengers, products and completed operations: Combined single limit for bodily injury and property damage of $50,000,000.

3. Commercial Auto Policy: Including all owned autos, non-owned autos, scheduled autos and uninsured motorists. Limits of $1,000,000 for each occurrence.

4. Workers' Compensation (WC) coverage, in full compliance with California statutory requirements, for all employees of Tenant and Employer's Liability in the minimum amount of $1,000,000.

5. The above policy/policies must name the County of Ventura and Department of Airports as additional insured. An additional insured endorsement and a certificate of insurance must be provided with a 30-day cancellation notice. The County must be informed immediately if the general aggregate of insurance is exceeded and additional coverage must be purchased to meet the above requirements.

C. Specialty Aviation Operations: Includes air taxi/charter (Part 135), aircraft leasing, and any aircraft operating under a Special Airworthiness Certificate.

1. Commercial General Liability: "Occurrence" coverage in the minimum amount of $2,000,000 combined single limit (CSL) bodily injury & property damage each occurrence and $2,000,000 aggregate, including personal injury, broad form property damage, products/ completed operations, broad form blanket contractual and $100,000 fire legal liability.

2. Aircraft and Airport Operations, including passengers, products and completed operations: Combined single limit for bodily injury and property damage of $2,000,000 each occurrence.

3. Hangar Keepers Liability: $100,000 per aircraft, but not less than the replacement value of all aircraft in the care, custody and control of tenant.

4. Commercial Auto Policy: Including all owned autos, non-owned autos, scheduled autos and uninsured motorists. Limits of $500,000 for each occurrence.

5. Workers' Compensation (WC) coverage, in full compliance with California statutory requirements, for all employees of Tenant and Employer's Liability in the minimum amount of $1,000,000.

6. The above policy/policies must name the County of Ventura and Department of Airports as additional insured. An additional insured endorsement and a certificate of insurance must be provided with a 30-day cancellation notice. The County must be informed immediately if the general aggregate of insurance is exceeded and additional coverage must be purchased to meet the above requirements.

NOTE:

a) The WC requirement is waived only if the Tenant is a sole proprietor with no employees, volunteers or family members working in the business. Proof of personal medical insurance will be required instead.

b) Only paragraphs 1, 2, and 6 above would apply to an experimental aircraft operating under a Special Airworthiness Certificate.

D. Flying Clubs: (As defined in the Minimum Aeronautical Standards)

1. Commercial General Liability, including contractual, products and completed operations and owner's and contractors' protective: Combined single limits for bodily injury and property damage of $1,000,000 each occurrence.

2. Aircraft and Airport Operations, including passengers, products and completed operations: Combined single limit for bodily injury and property damage of $1,000,000 each occurrence.

3. Owned and Non-Owned Auto Liability: (if applicable) Limits of $500,000 for each occurrence.

4. Hangar Keepers Liability: (if applicable) $100,000 per aircraft, but not less than the replacement value of all aircraft in the care, custody and control of tenant.

5. The above policy/policies must name the County of Ventura and Department of Airports as additional insured. An additional insured endorsement and a certificate of insurance must be provided with a 30-day cancellation notice. The County must be informed immediately if the

general aggregate of insurance is exceeded and additional coverage must be purchased to meet the above requirements.

E. Industrial and Non-aviation Business:

1. Commercial General Liability: "Occurrence" coverage in the minimum amount of $2,000,000 combined single limit (CSL) bodily injury & property damage each occurrence and $2,000,000 aggregate, including personal injury, broad form property damage, products/ completed operations, broad form blanket contractual and $100,000 fire legal liability.

2. Commercial Auto Policy: Including all owned autos, non-owned autos, scheduled autos and uninsured motorists. Limits of $500,000 for each occurrence.

3. Workers' Compensation (WC) coverage, in full compliance with California statutory requirements, for all employees of Tenant and Employer's Liability in the minimum amount of $1,000,000.

4. The above policy/policies must name the County of Ventura and Department of Airports as additional insured. An additional insured endorsement and a certificate of insurance must be provided with a 30-day cancellation notice. The County must be informed immediately if the general aggregate of insurance is exceeded and additional coverage must be purchased to meet the above requirements.

5. If Lessee is self-insured for any or all of the required insurance coverage's, Lessee agrees to provide Lessor with written confirmation that Lessee is a duly authorized and funded self-insured entity for those coverage's under the laws of the State of California. Lessor agrees to accept Lessees status as a self-insured entity as satisfactory compliance with Lessor's normal insurance requirements as listed above.

   Any insurance limits required that exceed the Lessees self-insured coverage shall be in compliance with the insurance requirements listed above. In the event Lessee decides to no longer be self-insured, Lessee agrees to provide Lessor with thirty (30) days advance written notice of the effective date of this change in status. Thereafter, Lessee agrees to provide Lessor with appropriate evidence of insurance coverage(s) as listed above.

NOTE: The WC requirement is waived only if the Tenant is a sole proprietor with no employees, volunteers or family members working in the business. Proof of Personal Medical Insurance will be required instead.

II. LESSEES AND LICENSEES (Includes all based aircraft, as well as ultra-lights, occupying tiedowns, County and/or private hangars)

A. Aircraft Liability: Bodily injury including occupants and property damage liability, $100,000 each person, $100,000 property damage, $500,000 each accident. Seats may be excluded.

B. The above policy/policies must name the County of Ventura and Department of Airports as additional insured. An additional insured endorsement and a certificate of insurance must be provided with a 30-day cancellation notice. For aircraft, which are out of License, not airworthy, a signed statement to that fact with a promise to obtain the required insurance before operating said aircraft shall be filed in lieu of the certificate. The County of Ventura Department of Airports must be informed immediately if the general aggregate of insurance is exceeded and additional coverage must be purchased to meet the above requirements.

III. PERMITTEES

A. Commercial Activity Permit - Non-Aircraft:

1. Commercial General Liability including contractual, products and completed operations and owners' and contractors' protective: Combined single limits for bodily injury and property damage of $2,000,000 to $5,000,000 each occurrence, depending upon the type of activity proposed.

2. Owned and Non-owned Auto Liability: Limits of $500,000 for each occurrence.

3. Workers' Compensation (WC) coverage, in full compliance with California statutory requirements, for all employees of Permittee and Employer's Liability in the minimum amount of $1,000,000.

4. The above policy/policies must name the County of Ventura and Department of Airports as additional insured. An additional insured endorsement and a certificate of insurance must be provided with a 30-day cancellation notice. The County must be informed immediately if the general aggregate of insurance is exceeded and additional coverage must be purchased to meet the above requirements.

NOTE: The WC requirement is waived only if the Permittee is a sole proprietor with no employees, volunteers or family members working in the business. Proof of Personal Medical Insurance will be required instead.

B. Commercial Activities Permit - Aircraft:

1. Commercial General Liability including contractual, products and completed operations and owners' and contractors' protective: Combined single limits for bodily injury and property damage of $2,000,000 each occurrence.

2. Aircraft and airport operations, including passengers, products and completed operations or Premises Liability (whichever is deemed appropriate by the County): Combined single limit for bodily injury and property damage $1,000,000 each occurrence.

3. Owned and Non-owned Auto Liability: Limits of $500,000 for each occurrence.

4. Workers' Compensation (WC) coverage, in full compliance with California statutory requirements, for all employees of Permittee and Employer's Liability in the minimum amount of $1,000,000.

5. The above policy/policies must name the County of Ventura and Department of Airports as additional insured. An additional insured endorsement and a certificate of insurance must be provided with a 30-day cancellation notice. The County must be informed immediately if the general aggregate insurance is exceeded and additional coverage must be purchased to meet the above requirements.

NOTE: The WC requirement is waived only if the Permittee is a sole proprietor with no employees, volunteers or family members working in the business. Proof of Personal Medical Insurance will be required instead.

C. Commercial Activities Permit – Aircraft Mobile Mechanics:

1. Commercial General Liability: Combined single limits for bodily injury and property damage of $1,000,000 each occurrence.

2. Products Liability and Completed Operations Coverage: Combined single limit liability coverage $500,000 each occurrence.

3. Hangar Keepers Legal Liability, ground coverage, including taxi coverage: $100,000 each aircraft, $100,000 each occurrence.

4. Owned and Non-owned Auto Liability: Limits of $500,000 for each occurrence.

5. Workers' Compensation (WC) coverage, in full compliance with California statutory requirements, for all employees of Permittee and Employer's Liability in the minimum amount of $1,000,000.

6. The above policy/policies must name the County of Ventura and Department of Airports as additional insured. An additional insured endorsement and a certificate of insurance must be provided with a 30-day cancellation notice. The County must be informed immediately if the general aggregate insurance is exceeded and additional coverage must be purchased to meet the above requirements.

NOTE: The WC requirement is waived only if the Permittee is a sole proprietor with no employees, volunteers or family members working in the business. Proof of Personal Medical Insurance will be required instead.

D. Special Use Permits:

1. Movie and Commercial Filming:

a. Commercial General Liability including contractual, products and completed operations and owners' and contractors' protective: Combined single limits for bodily injury and property damage, $2,000,000 to $5,000,000 or higher each occurrence, depending upon the type of activity proposed.

b. Commercial Auto Policy: Including all owned autos, non-owned autos, scheduled autos and uninsured motorists. Limits of $2,000,000 to $5,000,000 for each occurrence, depending upon the type of activity proposed.

c. Indemnification and Hold Harmless Clause - All activities: Each permit/license/lease shall contain a clause requiring that all activities and/or work set forth within the agreement shall be at the risk of the permittee/licensee/lessee alone. Permittee/Licensee/Lessee/Tenant must agree to defend (at County's request), indemnify and save harmless the Department of Airports and the County of Ventura, its boards, agencies, departments, officers, employees, agents and volunteers (hereinafter referred to as County), from and against any and all claims, lawsuits – whether against Permittee, County or others, judgments, debts, demands and liability, including, without limitation, those arising from injuries or death of persons and/or for damages to property, arising directly or indirectly out of Tenant's use or occupancy of the

Leased Premises or out of operations conducted or subsidized in whole or in part by Permittee.

d. Workers' Compensation (WC) coverage, in full compliance with California statutory requirements, for all employees of Permittee and Employer's Liability in the minimum amount of $1,000,000.

e. The above policy/policies must name the County of Ventura and Department of Airports as additional insured. An additional insured endorsement and a certificate of insurance must be provided with a 30-day cancellation notice. The County must be informed immediately if the general aggregate of insurance is exceeded and additional coverage must be purchased to meet the above requirements.

2. Commercial Photography:

a. Commercial General Liability including contractual, products and completed operations and owners' and contractors' protective: Combined single limits for bodily injury and property damage, $1,000,000 to $2,000,000 or higher each occurrence, depending upon the type of activity proposed.

b. Commercial Auto Policy: Including all owned autos, non-owned autos, scheduled autos and uninsured motorists. Limits of $1,000,000 to $2,000,000 for each occurrence, depending upon the type of activity proposed.

c. Indemnification and Hold Harmless Clause - All activities: Each permit/license/lease shall contain a clause requiring that all activities and/or work set forth within the agreement shall be at the risk of the permittee/licensee/lessee alone. Permittee/Licensee/Lessee/Tenant must agree to defend (at County's request), indemnify and save harmless the Department of Airports and the County of Ventura, its boards, agencies, departments, officers, employees, agents and volunteers (hereinafter referred to as County), from and against any and all claims, lawsuits – whether against Permittee, County or others, judgments, debts, demands and liability, including, without limitation, those arising from injuries or death of persons and/or for damages to property, arising directly or indirectly out of Tenant's use or occupancy of the Leased Premises or out of operations conducted or subsidized in whole or in part by Permittee.

d. Workers' Compensation (WC) coverage, in full compliance with California statutory requirements, for all employees of Permittee and Employer's Liability in the minimum amount of $1,000,000.

e. The above policy/policies must name the County of Ventura and Department of Airports as additional insured. An additional insured endorsement and a certificate of insurance must be provided with a 30-day cancellation notice. The County must be informed immediately if the general aggregate of insurance is exceeded and additional coverage must be purchased to meet the above requirements.

3. Permitted Public Events/Non-Air Shows:

a. Commercial General Liability including contractual, products and completed operations and owners' and contractors' protective: Combined single limits for bodily injury and property damage of $1,000,000 to $2,000,000 or higher each occurrence, depending upon the type of activity proposed.

b. Commercial Auto Policy: Including all autos, non-owned autos, scheduled autos and uninsured motorists. Limits of $500,000 for each occurrence.

c. Indemnification and Hold Harmless Clause - All activities: Each permit/license/lease shall contain a clause requiring that all activities and/or work set forth within the agreement shall be at the risk of the permittee/licensee/lessee alone. Permittee/Licensee/Lessee/Tenant must agree to defend (at County's request), indemnify and save harmless the Department of Airports and the County of Ventura, its boards, agencies, departments, officers, employees, agents and volunteers (hereinafter referred to as COUNTY), from and against any and all claims, lawsuits – whether against Permittee/Licensee/Lessee/Tenant, COUNTY or others, judgments, debts, demands and liability, including, without limitation, those arising from injuries or death of persons and/or for damages to property, arising directly or indirectly out of Tenant's use or occupancy of the Leased Premises or out of operations conducted or subsidized in whole or in part by Permittee/Licensee/Lessee/Tenant.

d. Workers' Compensation (WC) coverage, in full compliance with California statutory requirements, for all employees of Permittee/Licensee/Lessee/Tenant and Employer's Liability in the minimum amount of $1,000,000.

e. The above policy/policies must name the County of Ventura and Department of Airports as additional insured. An additional insured endorsement and a certificate of insurance must be provided with a 30-day cancellation notice. The County must be informed immediately if the general aggregate of insurance is exceeded and additional coverage must be purchased to meet the above requirements.

4. Permitted Aeronautical Events: (Air shows, fly-ins, air meets, contests or exhibitions).

a. Commercial General Liability including contractual, products and completed operations and owners' and contractors' protective: Combined single limits for bodily injury and property damage of $2,000,000 to $5,000,000 each occurrence.

b. Commercial Auto Policy: Including all owned autos, non-owned autos, scheduled autos and uninsured motorists. Limits of $1,000,000 for each occurrence

c. Indemnification and Hold Harmless Clause - All activities: Each permit/license/lease shall contain a clause requiring that all activities and/or work set forth within the agreement shall be at the risk of the permittee/licensee/ lessee alone. Permittee/Licensee/Lessee/Tenant must agree to defend (at County's request), indemnify and save harmless the Department of Airports and the County of Ventura, its boards, agencies, departments, officers, employees, agents and volunteers (hereinafter referred to as COUNTY), from and against any and all claims, lawsuits – whether against Permittee/Licensee/Lessee/Tenant, COUNTY or others, judgments, debts, demands and liability, including, without limitation, those arising from injuries or death of persons and/or for damages to property, arising directly or indirectly out of Permittee/Licensee/Lessee/Tenant's use or occupancy of the Leased Premises or out of operations conducted or subsidized in whole or in part by Permittee/Licensee/Lessee/Tenant.

d. Workers' Compensation (WC) coverage, in full compliance with California statutory requirements, for all employees of Permittee/Licensee/Lessee/Tenant and Employer's Liability in the minimum amount of $1,000,000.

e. The above policy/policies must name the County of Ventura and Department of Airports as additional insured. An additional insured

endorsement and a certificate of insurance must be provided with a 30-day cancellation notice. The County must be informed immediately if the general aggregate of insurance is exceeded and additional coverage must be purchased to meet the above requirements.

f. In addition to obtaining the above required insurance, the sponsor shall pay the additional premium charged to the Department of Airports by their insurance carrier, if any.

NOTE: Limits for specific events may be negotiated with the insurance carrier on a case-by-case basis. Requests for such consideration must be submitted to the Director of Airports for referral to Risk Management.

IV. CONTRACTORS

A. Airport Contractors:

1. Commercial General Liability including contractual, products and completed operations and owners' and contractors' protective: Combined single limits for bodily injury and property damage for each occurrence shall be as prescribed by County of Ventura Risk Management/ Board of Supervisors.

2. Commercial Auto Policy: Including all owned autos, non-owned autos, scheduled autos and uninsured motorists. Limits of $1,000,000 for each occurrence, but Public Works insurance segment may increase limits.

3. Workers' Compensation (WC) coverage, in full compliance with California statutory requirements, for all employees of Contractor and Employer's Liability in the minimum amount of $1,000,000.

4. The above policy/policies must name the County of Ventura and Department of Airports as additional insured. An additional insured endorsement and a certificate of insurance must be provided with a 30-day cancellation notice. The County must be informed immediately if the general aggregate of insurance is exceeded and additional coverage must be purchased to meet the above requirements.

The foregoing insurance requirements of Exhibit "A" may be amended for special circumstances as approved by County Risk Manager.

EXHIBIT "B"

PRIVATE HANGARS - GROUND AREA

The hangars listed below are identified by general brand name/type and by square footage. The square footage was obtained by actual measurement (outside) and rounded down to the next increment of 10 sq. ft. to allow for minor irregularities:

BRAND NAME/TYPE	SQUARE FOOTAGE
Port-A-Port Standard	800
Port-A-Port Expando/Executive	850
Fixed T, Port-A-Port Double Expando, and Fleetwood	1,000
Port-A-Port Executive I	1,050
H & F Box	1,250
Fleetwood Rectangular and Port-A-Port Executive II	1,350
Port-A-Port Large T	1,400
Port-A-Port, Nunno, Craftsman Rectangular	1,500
Fleetwood Box	1,800
H & F, Pasco Box, Straun	2,000
H & F	2,250
Port-A-Port	2,250
Waffle Crete	2,750
Port-A-Port Box	2,900
Port-A-Port Box	3,000
Waffle Crete	4,740

Hangars not falling within categories identified above will pay rents calculated at the rate listed in Section I, D. and will be rounded down to next increment of 10 sq. ft.

RESOLUTION OF THE BOARD OF SUPERVISORS ESTABLISHING RENTS, FEES, AND INSURANCE REQUIREMENTS FOR THE COUNTY, DEPARTMENT OF AIRPORTS, AND DELEGATING AUTHORITY FOR EXECUTION OF CERTAIN AGREEMENTS SUBJECT TO SPECIFIED GUIDELINES

THE VENTURA COUNTY BOARD OF SUPERVISORS HEREBY ORDERS AND RESOLVES THE FOLLOWING:

I. RENTS, FEES, AND INSURANCE REQUIREMENTS

The Rents, Fees, and Insurance Requirements prescribed in the attached Schedule are hereby approved and adopted, and all prior inconsistent schedules are repealed.

II. POLICY FOR ESTABLISHING RENTS, RATES AND FEES

The Rent and Fee Schedules embrace a myriad of facilities and services which require different adjustment emphasis for establishing fair market rents or appropriate fees. In the event that there is a disagreement between the County and a Tenant or Vendor regarding the imposition of rents and fees under this Rent and Fee Schedule, the parties may, but are not required to, submit to either binding arbitration or non-binding mediation. All Department of Airports' properties, facilities, and services have been placed into five categories for the purpose of defining rent and fee setting policies which have been historically used. They are outlined as follows:

Policy 1:

It shall be County policy that those properties and/or facilities unrelated to the fundamental "public services" afforded by the Oxnard and Camarillo Airports shall be appraised for fair market rental values including percentage rents, with adjustment emphasis on comparative data from the private sector. This approach will produce a fair return to the County. Examples: industrial/office buildings, proposed industrial park, agriculture land leases.

NOTE: Excess revenues derived from leases identified above shall not be used to subsidize user rents and fees related to specific facilities and services (aircraft tiedowns and storage hangars), but may be used for financial support of planned capital improvement projects, and those public-use facilities and services (airfield, visitor parking, common roads, etc.) for which a total recapture of costs is recognized to be unrealistic.

Policy 2:

It shall be County policy that those properties and/or facilities directly related to the public services afforded by the Department of Airports but operated, however, by lessees or concessionaires, shall be appraised for fair market value including percentage rents with adjustment emphasis on comparable data from other publicly controlled facilities operated by lessees or concessionaires. It is the intention of the County to have a policy whereby properties and/or facilities controlled by the Department of Airports, not being used by the County for public services, will be leased or licensed. The rental charges or fees will be based upon the then fair market value, taking into consideration comparable properties owned by other public entities. This approach will also provide a fair return or profit to the County. Examples of such leases/licenses: scheduled air carrier agreements (for terminal space), rental car agencies and restaurants.

Policy 2a:

It shall be County policy to recover all costs of any infrastructure required to develop a Lease parcel from the benefited Lessee through either Lease rents or assessment, when practical. Such costs shall not be borne by existing tenants or users of the airports.

Policy 3:

It shall be County policy that the rents and fees for those properties and/or facilities directly related to the aviation-use public services afforded by the Department of Airports but operated, however, by lessees or concessionaires, shall be adjusted to cause an ultimate recapture of the total costs, both direct and indirect, when practical. Adjustments shall be compared to Market Rate to ensure the cost will not cause a loss of business. Examples: full, limited and single service providers of aeronautical services.

Policy 3a:

It shall be County policy that the rents and fees for those properties and/or facilities that are not-for-profit aviation museums and are operated consistent with the fundamental public services afforded by the Department of Airports, may be adjusted to cause less than an ultimate recapture of the totals costs, both direct and indirect, through reduced rental rates and fees in recognition of the tangible or intangible benefits to the airport.

Policy 3b:

It shall be County policy that the rents and fees for those properties and/or facilities, which are County owned and County operated consistent with the fundamental

public services afforded by the Department of Airports, shall be adjusted to cause an ultimate recapture of the total costs, both direct and indirect, when practical. This approach will result in competitive pricing of County services and serve to constrain the migration of outside County aircraft operators seeking lower fares. Adjustments to these rates shall be by cost-recovery analysis every five (5) years, with interim adjustments calculated by applying the Consumer Price Index (CPI) every other year. Examples: aircraft tie-down, aircraft storage hangars. In calculating the costs of the above services (Policies 3 and 3a), that depreciation attributed to donated assets shall be specifically excluded from such costs. This is consistent with and in conformance with assurances given under the Federal Airport Act or the Airport and Airway Development Act of 1970 which states that "no part of the Federal share of an airport development project shall be included in the rate base in establishing fees, rates, and charges for users of that airport."

Policy 3c:

It shall be County policy that the provision by the County of aircraft storage facilities and/or property for the same purpose, shall be for the exclusive purpose of storing aircraft deemed to be in an airworthy condition. Temporary exceptions to this requirement may be granted by the Director of Airports on a case-by-case basis, upon the demonstration of visible and reasonable progress to bring an aircraft to airworthy status, consistent with the FAA's "Policy on the Non-Aeronautical Use of Airport Hangars," Docket No. FAA 2014-0463, 81 FR 38906, § II.b. The Director of Airports may make such determinations based on periodic inspections of such facilities and/or property as frequently as once every 90 calendar days. The intent of this policy is to ensure compliance with the aircraft storage license agreements with regard to storage of aircraft that are in airworthy condition and/or aircraft that are being brought to airworthy condition versus non-airworthy aircraft being stored, in parts or in whole, to obtain storage space that is considered less expensive than commercially available non-aviation storage space. Examples: aircraft tie-down, county-owned storage hangars, privately-owned storage hangars.

Policy 3d:

It shall be County policy that private hangar owners subject to an existing Privately-Owned Aircraft Storage Hangar Lease Agreement who seek approval to expand/build out resulting in additional square footage or volume, or replace the hangar, shall offer the County a right-of-first refusal to purchase the hangar at such a time the owner proceeds to sell the hangar in place. County will respond to hangar owner in writing within five (5) calendar days of its intent to purchase or not purchase the hangar. Should the County decline to purchase a hangar, and upon a request to transfer a hangar to a private party, a month-to-month Privately-Owned Aircraft Storage Hangar Lease Agreement for privately-owned aircraft storage hangars may be approved and executed by the Director of Airports with the buyer, provided the purchase price is no more than 15% less than the price first offered to the County. Failure on the part of the hangar owner to act in good

faith may result in the transfer not being approved.

The intent is to prevent the tenant from offering the expanded/built-out/replaced hangar to the County for an unrealistically high price only to prevent the County from being a viable purchaser of the hangar. Example: Hangar valuation is $100 (including value of the land). Tenant offers it to the County for $200 (unrealistically high). The Tenant cannot then offer the sale to another party for less than $170 (85% of $200) without first offering it to the County again at the reduced price.

Policy 4:

It shall be County policy that those services, offered and administered by the Department of Airports for which a total recapture of costs is recognized to be inconceivable, be established by comparing fees with other publicly owned and operated facilities with adjustments emphasizing the recapture of as much of County costs as possible. However, fees shall be maintained at reasonable levels so that the preponderance of the general public can avail themselves of the service. This type of service will continue to reflect a loss; however, it is deemed to be an appropriate public service. Examples: runways, taxiways, roads, rest rooms, auto parking lots, visiting aircraft parking, and other public use areas.

Policy 5:

It shall be County policy that those services, and/or supplies furnished to the public by the Department of Airports and regulated by law or by Administrative procedure, shall be compensated for by charging fees and deposits calculated to reimburse all of the administrative and material costs of furnishing same. Annual adjustment emphasis shall be based upon cost analysis and shall not be subject to fair market or profit considerations. Examples: commercial activity permits, aircraft towing and impound fee, document processing fee, and paper material reproduction fee.

III. AUTHORIZATION TO EXECUTE.

The County Executive Officer or the Director of the Department of Airports are authorized to execute Leases, Subleases, Licenses, Permits, Special Use/Activity Permits, Operation Agreements, Extensions, Amendments, Consents, and Notices of Intent to Terminate and cause Unlawful Detainer Complaints to be filed on behalf of the County of Ventura as are hereafter defined and in accordance with the provisions of the attached schedule.

A. DEFINITIONS.

1. LEASE OR SUBLEASE: A conveyance of real property rights for occupancy or use of land, improvements, or a combination thereof. Under this authority, the Term shall not exceed five (5) years including options to extend, except that the Director of Airports may execute a form ground lease for a privately owned aircraft storage

hangar with a term that exceeds five years, if the form ground lease has been previously approved by the Board of Supervisors. Examples: leasing of land for improvements, leasing of a building or portion of a building to tenant or concessionaire.

2. LICENSE. A conveyance of "personal" rights for occupancy or use of property under this authority, limited to one (1) year. License may be extended subject to specified time with prior Notice of Termination. Examples: Aircraft tie-downs, storage, portable hangars, ground use, vending machines, food or merchandise catering truck, carousel sign use, and land encroachments.

3. PERMIT. A personal right to occupy or use property under this authority, limited to maximum term of one (1) year. Permit may be extended subject to 30-day Notice of Termination. Examples: Temporary occupancy for fixing of premises, aircraft repair work or wash/wax activities.

4. SPECIAL USE/ACTIVITY PERMIT. A personal right to occupy, use, or conduct a specified "activity", limited under this authority to a maximum of seven (7) days. (Longer periods must be renewed daily.) Examples: Air shows, movie or TV filming, photography or commercial demonstration.

5. OPERATIONAL AGREEMENTS. Mutually agreed upon procedures pertaining to operational matters established between the Department of Airports and other governmental agencies.

6. EXTENSION/AMENDMENT/CONSENT/AND NOTICE OF INTENT TO TERMINATE.

   a) An Extension is a continuation of an existing Board-approved agreement without change, or limited to changes authorized by this Authority.

   b) An Amendment is a change of one or more of the terms, conditions, or covenants consistent with authorized terms and amounts specified in Board- approved rent and fee schedules.

   c) A Consent is a ratification of a term, condition, or covenant in an existing agreement executed by the Board made subject to "County approval". The Director of Airports may issue Consent after determining proper compliance. This includes an Assignment of Lease. The Director of Airports may also approve a "sublease" or "additional use" by lessee but limited to five (5) years.

d) Notice of Intent to Terminate is a notice by which the Director expresses intent to terminate pursuant to a breach or default. On a Board-approved Agreement, final termination shall be subject to Board approval. Leases executed by Director of Airports may be terminated by the Director of Airports.

B. SECURITY DEPOSIT. All tenants shall provide County with, and at all times maintain, a Security Deposit in an amount prescribed by this Resolution. Said amount shall be based on rent and adjusted periodically. Public entities governed by the Board shall be exempt. Said deposit shall guarantee tenants' full and faithful performance of all terms and conditions of their agreement. The following forms of deposit are acceptable: cash, Time Certificate of Deposit (CD), Irrevocable Letter of Credit, and assigned Savings Passbook. The following shall be the basis of the amount of the Deposit unless otherwise stated in the Rent and Fee Schedule:

License Agreement - The deposit shall be equal to one (1) month's rental rate.
Lease Agreement - The deposit shall be equal to three (3) month's rental rate.

After three (3) years of good and faithful lease performance (defined as no defaults or delinquencies), deposits on leases of five (5) years or less may be reduced to one (1) month, subject however, to a Lease Amendment providing for the following Liquidated Damages:

Liquidated Damages

County shall have the right to demand, and Lessee agrees to pay Liquidated Damages in the sum of one percent (1%) of the security deposit required of Lease, (but not less than $10.00), for each day a violation exists of any of the following lease conditions and/or lease articles:

LEASE CONDITIONS AND/OR ARTICLES

USES AND SERVICES
OPERATING SCHEDULE AND CONTROLLED PRICES
IMPROVEMENTS AND INVESTMENTS
CONSTRUCTION
INSURANCE
OPERATIONS
FINANCIAL REPORTS AND RECORDS
MAINTENANCE AND REPAIR
FAA SPECIAL PROVISIONS

C. NEGOTIATIONS, PREPARATIONS, AND LEGAL APPROVAL. The Leases, Subleases, Licenses, Permits, Special Use/ Activity Permits, Extensions, Amendments, Consents, and Notices of Intent to Terminate shall be negotiated and prepared by the Department of Airports or, by request of the Director of Airports, negotiated and/or prepared by the Public Works Agency, Real Property Services. All Agreements shall be submitted to County Counsel's Office for approval as to legal sufficiency prior to final execution excepting pre-approved, routine "form" documents.

D. TERMINATION DUE TO "REPEATED" VIOLATIONS. The Board of Supervisors hereby authorizes the Director of Airports to include in selected agreements the right to issue a "Notice of Termination for Breach of Good Faith" which would allow termination of an Agreement after tenants repeating the same violation three (3) times or more within any twelve (12) month period, regardless of tenants' cure, remedy, or diligent pursuit to correct violations.

E. BACKGROUND DETERMINATION AND GUIDELINES. No agreement will be executed under the authority of this RESOLUTION if the County Executive Officer or the Director of Airports of the Department of Airports determines that: (1) The proposed use or occupancy is in conflict with the County's adopted plans for development; (2) The other party(s) to a proposed Agreement has a reputation, character, or background which could be detrimental to County's interest; or (3) Such other party(s) does not have technical knowledge, management ability, or financial capability to fulfill the purpose and provisions of the Agreement.

F. RENTAL POLICY. It shall continue to be Department of Airports' Policy to require "ALL" tenants or users of County Airports property to pay rents established by Board-approved Rent and Fee Schedules; however, the Director of Airports may determine that certain special services including labor and/or materials may be accepted in lieu of cash payment of rent where all other guidelines are consistent with Director of Airports' Authority. Director of Airports is authorized to adjust rents incrementally to current rate to ensure the cost will not cause a loss of business.

G. CONTROVERSIAL OR POLICY SETTING AGREEMENTS. Any transaction authorized by this Resolution, considered significantly controversial or policy-setting in the opinion of the County Executive Officer or the Director of Airports, shall be submitted first to the Aviation Advisory Commission and appropriate Airport Authority for recommendation and then to the Board of Supervisors for approval and execution.

IV. AUTHORIZATION TO ESTABLISH FEES

The County Executive Officer, or the Director of Airports is hereby granted limited

authority to establish fees for other uses of airport property not specifically provided for in the attached schedule. Such other fees shall be reasonable and consistent with the policies and fees established herein. Any such fee considered to be significant, controversial or policy-setting shall first be submitted to the Aviation Advisory Commission and appropriate Airport Authority, for recommendation, and finally to the Board of Supervisors for appropriate action.

THE FOREGOING RECITALS and attached Rent and Fee Schedule are passed, approved, and adopted by the Board of Supervisors, effective July 1, 2020.

COUNTY OF VENTURA

Date 6/16/20 By _____
Chair, Board of Supervisors

ATTEST: MICHAEL POWERS,
Clerk of the Board of Supervisors
County of Ventura, State of California

By _____
Deputy Clerk of the Board