

**LICENSE AGREEMENT
CALSTAR / AIR-AMBULANCE SERVICE**

This Agreement, made and entered into on _____, by and between the COUNTY OF EL DORADO, a political subdivision of the State of California, hereinafter called "COUNTY", and California Shock/Trauma Air Rescue, d.b.a., CALSTAR, a California Non-Profit Organization, hereinafter called "LICENSEE".

WHEREAS, COUNTY owns and operates the public airport at Placerville, California, hereinafter referred to as "AIRPORT"; and

WHEREAS, LICENSEE wishes to conduct certain commercial aeronautical activities at said AIRPORT for the operations of an Air-Ambulance service for the general public of El Dorado County; and

WHEREAS, LICENSEE has entered into a separate agreement with the County to provide emergency medical advanced life support services within El Dorado County; and

WHEREAS, a written agreement is required for these commercial activities pursuant to El Dorado County Ordinance Code Sections 18.04.010 et seq; and

WHEREAS, COUNTY hereby finds that the activities authorized hereinbelow are beneficial and necessary to promote the welfare and convenience of the public using the AIRPORT and otherwise satisfy Section 18.08.020 of the El Dorado County Ordinance Code.

NOW, THEREFORE, County and LICENSEE agree as follows:

1. LICENSE

The COUNTY hereby grants LICENSEE a non-exclusive, revocable license, subject to all the terms and conditions of this Agreement, to use that portion of the AIRPORT, described in Section 2 below.

2. PREMISES

COUNTY hereby grants to LICENSEE permission to use the parking lot at the AIRPORT to place 2 self contained motor homes, including ramp area for 1 helicopter depicted on Exhibit A, which is attached hereto and incorporated herein by reference, and as designated by the Airports Operations Supervisor or his designee (hereinafter, the "Premises").

3. TERM

The term of this Agreement will commence upon execution hereof by the Board of Supervisors and shall expire one (1) year thereafter, unless earlier terminated pursuant to this Agreement.

4. CONSIDERATION:

In consideration of the rights and privileges herein granted, LICENSEE agrees to pay COUNTY Two Hundred Twenty dollars (\$220.00) per month for the helicopter tie down space

and Six Hundred dollars (\$600.00) per month for the motor home space provided. The rent is payable in advance without prior notice or demand, on the first day of each month during the term of this Agreement. Payments shall be made to:

County of El Dorado
Department of Transportation
Administration
2850 Fairlane Court
Placerville, CA 95667

5. LATE FEE

Rent shall be due and payable on the first day of every month. In the event rent is not paid by the tenth of the month, LICENSEE shall pay COUNTY a ten percent (10%) late fee.

6. USE OF PREMISES

LICENSEE shall be allowed to conduct an air ambulance service based at the AIRPORT and be allowed to use the designated portion of the Premises to place 2 temporary self-contained motor homes for the stationing of personnel. LICENSEE shall be allowed to tie down 1 helicopter and provide an auxiliary power unit (APU), if necessary, for the operations necessary to maintain the helicopter refrigeration units. LICENSEE shall install, if necessary, within ninety (90) days of the execution of this Agreement, an underground power source required to meet the LICENSEE'S operation requirements.

7. IMPROVEMENTS AND ALTERATIONS

LICENSEE may make alterations or improvements to the Premises to accommodate LICENSEE'S use of the Premises at sole cost to LICENSEE. However, LICENSEE shall not make any alterations or improvements to the Premises without the prior written consent of the Airports Operations Supervisor or his designee. Such consent shall not be unreasonably withheld. Any improvements made shall: meet all existing building codes and regulations as required by the County Building Department, or other County authority; be made with due diligence, in a good and workmanlike manner, and in compliance with all laws and regulations; be promptly and fully paid for by LICENSEE. LICENSEE shall be responsible for all costs associated with alterations, additions, or improvements, including but not limited to, building materials, permits, fees, hook-ups, and other costs associated with any construction or improvements. All improvements shall be surrendered to the COUNTY at the expiration of the term or earlier termination of this Agreement.

8. UTILITIES

COUNTY shall provide electricity, water, and sewer hook-ups for helicopter and motor homes as part of the consideration paid to the AIRPORT. LICENSEE shall pay for any and all other utilities, *e.g.*, garbage, telephone, *etc.*, together with all fees, charges, and penalties, including but not limited to any service charges, connection or installation fees, related thereto, whether or not billed directly to LICENSEE.

9. INCIDENTAL USES

Any incidental uses, shall be performed only within, and confined to, the Premises, and shall not be performed in areas of the airport outside of the Premises except for emergency repairs and aircraft retrieval. No painting of aircraft or parts shall be allowed to take place on the Premise. LICENSEE may not conduct any other activities on AIRPORT without written permission.

10. EMERGENCY CONTACTS

LICENSEE shall provide to the Airports Operations Supervisor, and keep current, a list of its company's personnel telephone numbers for emergency use.

11. AIRPORT MAINTENANCE AND IMPROVEMENTS

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

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

12. FIRE HAZARD

LICENSEE shall keep the Premises clear of oil and trash that may be deemed a fire hazard.

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

13. MAINTENANCE AND REPAIRS

LICENSEE shall be responsible for any repairs or damage to the AIRPORT caused intentionally or by negligence of LICENSEE, its agents, employees, subcontractors, or volunteers.

14. EXTENT OF GRANT OF LICENSE

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

15. HOLD HARMLESS/INDEMNIFICATION

The LICENSEE shall defend, indemnify and hold the COUNTY harmless against and from any and all claims, suits, losses, damages and liability for damages of every name, kind and description, including attorneys 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 LICENSEE'S services, operations or performance hereunder, regardless of the existence or degree of fault or negligence on the part of the County, the LICENSEE'S, subcontractor(s) and employee(s) or any of these, except for the sole or active negligence of the County, its officers and employees, or as expressly prescribed by statute. This duty of LICENSEE to indemnify and save County harmless includes the duties to defend set forth in California Civil Code Section 2778. LICENSEE'S obligation to observe and perform this covenant will survive the end of this license.

16. INSURANCE

LICENSEE shall provide proof of a policy of insurance satisfactory to the El Dorado County Risk Management Division and documentation evidencing that LICENSEE maintains insurance for the LICENSEE that meets the following requirements set forth hereinafter:

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

B. Commercial General Liability Insurance of not less than \$5,000,000 combined single limit per occurrence for bodily injury and property damage.

C. Air Ambulance, Hull, and Liability Insurance of not less than \$5,000,000 is required on owned, hired, leased, and non-owned aircraft used in connection with the LICENSEE air ambulance operations.

D. Professional Liability (for example, malpractice insurance) is required with a limit of liability of not less than \$1,000,000 per occurrence, \$3,000,000 aggregate.

E. Automobile Liability and property damage coverage of not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage.

F. LICENSEE shall furnish a certificate of insurance satisfactory to the El Dorado County Risk Management Division as evidence that the insurance required above is being maintained.

G. The insurance shall be issued by an insurance company acceptable to the El Dorado County Risk Management Division, or be provided through partial or total self-insurance likewise acceptable to the El Dorado County Risk Management Division.

H. LICENSEE agrees that the insurance required above 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 Agreement, LICENSEE 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 term of the Agreement, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of the County Risk Management Division, and LICENSEE agrees that no work or services shall be performed prior to the giving of such approval. In the event LICENSEE fails to keep in effect at all times insurance coverage as herein provided, El Dorado COUNTY may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.

I. The certificate of insurance must include the following provisions stating that:

1. The insurer will not cancel the insured's coverage without thirty (30) days prior written notice to County, and;

2. The County of El Dorado, its officers, officials, employees, and volunteers are included as additional insured, but only insofar as the operations under this Agreement are concerned. This provision shall apply to all liability policies except worker's compensation and professional liability insurance policies.

J. LICENSEE'S insurance coverage shall be primary insurance as respects the COUNTY, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, officials, employees, or volunteers shall be in excess of LICENSEE'S insurance and shall not contribute with it.

K. Any deductibles or self-insured retentions must be declared to and approved by the COUNTY. LICENSEE shall not change these deductibles and retentions without the approval of COUNTY.

L. Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the COUNTY, its officers, officials, employees, or volunteers.

M. The insurance companies shall have no recourse against the County of El Dorado, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by any insurance company.

N. LICENSEE'S obligations shall not be limited by the foregoing insurance requirements and shall survive expiration of this Agreement.

O. In the event LICENSEE cannot provide an occurrence policy, LICENSEE shall provide insurance covering claims made as a result of performance of this Agreement for not less than three (3) years following completion of performance of this Agreement.

P. Certificate of insurance shall meet such additional standards as may be determined by the contracting County Department either independently or in consultation with the El Dorado County Risk Management Division, as essential for protection of the COUNTY.

17. LIABILITY FOR LOSS OR DAMAGE TO COUNTY PROPERTY

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

18. LICENSE IS PERSONAL

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

19. PROVISIONS ARE CONDITIONS OF USE/OCCUPANCY

Each provision of this Agreement shall be deemed a condition of the right of LICENSEE to use or continue to use the premises. If LICENSEE fails to perform any provision of this Agreement at the time and in the manner herein provided, COUNTY may, at its option, terminate this Agreement in accordance with Section 27 herein. This right to terminate shall be cumulative to any other legal right or remedy available to COUNTY.

20. POSSESSORY INTEREST

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

21. LICENSEE TO ACT IN INDEPENDENT CAPACITY

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

22. LICENSE NOT A LEASE

This Agreement does not constitute a lease, but constitutes a mere revocable license, and LICENSEE is limited to the use of the premises expressly and specifically described in Sections 2 and 6.

23. NOTICE

Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other party or any other person shall be in writing and either personally served or sent by pre-paid, first class mail to the respective addresses set forth below. Notice shall be deemed received two (2) County working days from time of mailing if mailed as provided herein.

LICENSEE: CALSTAR
California Shock/Trauma Air Rescue
4933 BAILY LOOP
McClellan, CA 95652
ATTN: Joseph F. Cook, President and Chief Executive Officer

COUNTY: County of El Dorado
Board of Supervisors
Attention: Clerk of the Board
330 Fair Lane
Placerville, CA 95667

COPY TO: Department of Transportation
2850 Fairlane Court,
Placerville, CA 95667

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

24. DRUG FREE WORKPLACE

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

25. NON-EXCLUSIVE RIGHTS

This Agreement does not vest in LICENSEE an exclusive right within the meaning of either Section 308(a) of the Federal Aviation Act of 1958 [49 U.S.C.A. Section 1349(a)] or the portion of the Surplus Property Act of 1944 which now appears in 50 U.S.C.A. Section 1622(g)(1)(c).

26. ACTS OF GOD, WAR/TERRORISM, AND OTHER CASUALTIES

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

27. TERMINATION

Except as provided elsewhere herein, COUNTY reserves the right to terminate this Agreement for the COUNTY'S own convenience, without cause, on seven (7) days notice. In addition, upon compliance with the procedures specified in Sections 28 and 29 herein, the COUNTY reserves the right to terminate this Agreement upon LICENSEE'S failure to comply with any material provision of this Agreement or upon the happening of one or more of the following:

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

COUNTY, or intentional failure to make full disclosure on its financial statement or other documents.

28. LICENSEE'S DEFAULT

LICENSEE shall be in default of this Agreement if it fails or refuses to perform any material provision of this Agreement that it is obligated to perform if the failure to perform is not cured within ten (10) days after written notice of the default has been given by COUNTY to LICENSEE. If the default cannot reasonably be cured within ten (10) days, LICENSEE shall not be in default of this Agreement if LICENSEE commences to cure the default within the ten (10) day period and diligently and in good faith continues to cure the default.

29. COUNTY'S REMEDIES ON LICENSEE'S DEFAULT

At any time after LICENSEE is in default and has failed to cure the default within ten (10) days after written notice, COUNTY can terminate this Agreement in accordance with Section 27 or can cure the default at LICENSEE'S cost. If COUNTY at any time, by reason of LICENSEE'S default, pays any sum or does any act that requires the payment of any sum, the sum paid by COUNTY shall be due from LICENSEE to COUNTY within ten (10) days of notice of such sum, and if paid at a later date shall bear interest at the maximum rate COUNTY is permitted by law to charge from the date the sum is paid by COUNTY until COUNTY is reimbursed by LICENSEE. The remedies set forth in this Section are in addition to and do not in any manner limit other remedies set forth in particular Sections of this Agreement or by law.

30. ATTORNEYS' FEES

If either party shall commence any legal action or proceeding, including an action for declaratory relief, against the other by reason of the alleged failure of the other to perform or keep any provision of this Agreement to be performed or kept, the party prevailing in said action or proceeding shall be entitled to recover, in addition to court costs, reasonable attorneys' fees (including reasonable value of services rendered by County Counsel) to be fixed by the court, and such recovery shall include court costs and attorneys' fees (including reasonable value of services rendered by County Counsel) on appeal, if any.

31. NON-DISCRIMINATION AND COMPLIANCE WITH LAWS

A. NON-DISCRIMINATION AND AFFIRMATIVE ACTION PROVISIONS –
FEDERAL AVIATION ADMINISTRATION ASSURANCES

1. The LICENSEE for himself, his heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this license for a purpose for which a DOT program or activity is extended or for another purpose involved the provision of similar services or benefits, the LICENSEE shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

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

B. COMPLIANCE WITH FEDERAL AVIATION ADMINISTRATION, STATE, AND COUNTY REGULATIONS

This Agreement shall be subordinate and subject to the terms, conditions, restrictions and other provisions or any existing or future permit, lease and agreement between COUNTY and any federal, State, or local agency governing COUNTY's control, operation, or maintenance of the AIRPORT, or affecting the expenditure of federal funds for the AIRPORT. LICENSEE shall be bound by all such terms and conditions, and shall, whenever COUNTY may so demand, execute, acknowledge, or consent to any instrument evidencing such terms, conditions, restrictions, and provisions. Without limiting the generality of the foregoing, LICENSEE and its officers, agents, employees, subcontractors or volunteers agree to abide by all Federal Aviation Administration (FAA) rules and regulations pertaining to the operation of AIRPORT, said rules being more particularly set forth in Exhibit "B," marked "FAA Agreement Covenants," attached hereto and incorporated herein by reference. Failure to comply with said rules and regulations shall be grounds for the termination of this Agreement.

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

LICENSEE and its officers, agents, employees, subcontractors or volunteers shall observe faithfully all rules and regulations affecting use of Airport, including the Storm Water Pollution Prevention Plan and Best Management Practices, in accordance with Exhibit "C," marked "Storm Water Pollution Prevention Plan Requirements" "BMP", attached hereto and incorporated herein by reference.

C. DESIGNATION

LICENSEE shall designate in writing to COUNTY the name and title of the officer or member responsible for compliance with Sections (31)(A) and (31)(B).

D. TERMINATION

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

32. ECONOMIC NONDISCRIMINATION

LICENSEE shall furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

33. DISADVANTAGED BUSINESS ENTERPRISES

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

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

34. NO CONTINUING WAIVER

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

35. GENERAL PROVISIONS

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

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

C. Binding Effect; Choice of Law; Venue: This Agreement shall be binding upon and inure to the benefit of the parties, their personal representatives, successors, and assigns. This Agreement shall be governed by the laws of the State of California and shall be deemed to have been entered into in the County of El Dorado, State of California. Any dispute arising hereunder or relating to this Agreement shall be litigated in the State of California and venue shall lie in the County of El Dorado.

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

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

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

36. INTERPRETATIONS

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

37. COUNTY ADMINISTRATOR:

The COUNTY Officer or employee with responsibility for administering this License Agreement is Richard W. Shepard P.E., Director of Transportation, or successor.

LICENSEE:

CALSTAR;
a California non-profit organization

Date: _____

By: _____
Joseph F. Cook, President and CEO
CALSTAR

Date: _____

By: _____
_____, CFO
CALSTAR

COUNTY OF EL DORADO

Date: _____

By: _____
Rusty Dupray, Chairman of the Board
Board of Supervisors

ATTEST: CINDY KECK
Clerk of the Board of Supervisors

By: _____